

# **MF** Matsikoudis & Fanciullo, LLC

March 16, 2026

**Via eCourts and Hand Delivery**

The Honorable Joseph A. Turula, Pj. C.V.  
The William J. Brennan Courthouse  
583 Newark Ave.  
Jersey City, NJ 07306

**Re: Medina et al. v. Sims et al.**  
**Docket No.: HUD-L-1589-24**

Dear Judge Turula:

Pursuant to the Order granting Preliminary Approval of the Class Action Settlement in the above-referenced matter, entered by Your Honor on January 23, 2026, we are providing the Court with the attached Petition for the Approval of Attorneys' Fees agreed to by Defendants, and sought by class counsel. Specifically, I attach hereto, a brief in support of our Petition, as well as a Certification that I executed today. Additionally, we will provide a modest supplement to this request when we file papers in support of final approval of the settlement on May 10, 2026.

Respectfully Submitted,  
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| <p>LIONEL MEDINA, EKATERINA VOROBIEVA, KARISTA VAETH and JENNIFER SCULLION, on behalf of Themselves and all others Similarly Situated,</p> <p>Plaintiffs,</p> <p>v.</p> <p>SIMSMETAL EAST LLC, SIMS MUNICIPAL GROUP RECYCLING OF NEW YORK, LLC, SIMS GROUP USA HOLDINGS CORPORATION,</p> <p>Defendants.</p> | <p>SUPERIOR COURT OF NEW JERSEY<br/>LAW DIVISION – HUDSON COUNTY<br/>DOCKET NO.: HUD-L-1589-24</p> <p>CIVIL ACTION</p> |
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**PLAINTIFFS' BRIEF IN SUPPORT OF PLAINTIFFS'  
PETITION FOR APPROVAL OF LITIGATION EXPENSES AND ATTORNEYS' FEES**

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## **PRELIMINARY STATEMENT**

Pursuant to the Order Granting Preliminary Approval of this class action lawsuit settlement, Plaintiffs' counsel ("Class Counsel") hereby submits this petition for approval of litigation expenses and counsel fees representing the standard one-third (33.33%) of the \$1,475,000 settlement fund. Plaintiffs will supplement this petition in the papers that Class Counsel will file in support for Final Approval ten (10) days before the hearing scheduled for May 22, 2026.

The class is composed of current and former condominium residents and/or owners of units in eight (8) buildings of the Port Liberté community ("Class Members") in Jersey City, whose units face recycling facilities owned by Defendants (the "Defendants' Facilities"). The Class Members allege that that the Defendants' Facilities create a variety of harms, such as noxious odors, excessive noise, air pollution, smoke from fires, and explosion shockwaves, that unreasonably interfere with the Class Members' quality of life. This settlement provides not only the substantial monetary relief referenced above, but also significant equitable relief to mitigate these harms, which Class Counsel obtained after zealous negotiations. In short, as detailed below, the substantial monetary recovery for the class and the meaningful equitable relief that will improve the quality of Class Members' lives—secured through counsel's significant effort and expense—support an award of 33.33% of the common fund, a percentage that is routinely approved in common-fund class actions.

### **BRIEF SUMMARY OF THE SETTLEMENT AND CLASS RESPONSE TO DATE**

Port Liberté is a residential community situated on the New York Bay, and the southern section of Port Liberté faces Defendants' Facilities, which sit about 1,000 feet away across a navigable channel. Defendants Simsmetal East LLC and Sims Group USA Holdings Corporation

(together, “Simsmetal”) operate a metal recycling facility at this location, and Defendant Sims Municipal Recycling of New York, LLC (“SMR”) handles municipal recycling of aluminum cans, plastic and glass.

The Settlement Agreement defines the class as residents and owners of condominium units in certain buildings “that have windows, doors, balconies, or other open-air access facing Defendants’ business operations” during the class period, which is from April 26, 2018 through January 23, 2026 (i.e., from the beginning of the applicable statute-of-limitations period measured from the filing of the Complaint through the date of Preliminary Approval of the settlement). Class Counsel has identified a total of 219 units with eligible Class Members.

As was explained in Plaintiffs’ brief in support of their Motion for Preliminary Approval, payment entitlement is by unit, with each unit given shares awarded based upon a point system, whereby points are allotted for owning an eligible unit and also for residing in an eligible unit, and where additional points are awarded for the length of time of residence and/or ownership. Additionally, certain units are entitled to fewer points because they are in buildings that no longer directly face the Defendants’ Facilities (in the settlement’s terms, each such building, a “Secondary Class Building”) owing to the recent construction of an apartment building in between their unit and Defendants’ Facilities.

A unit in a building directly facing Defendants’ Facilities (a “Primary Class Building”) is entitled to a maximum of four shares: one share for ownership, one share for residence, one additional residency settlement share to a resident who has lived in an eligible unit for three years or more, and one additional share to an owner that that has owned an eligible unit for three years or more. Thus, if a Class Member has owned and lived in their Primary Class Building unit for the entirety of the Class Period, he or she would be entitled to the maximum four (4) shares for such

unit. For a Secondary Class Building, Class Members receive  $\frac{1}{4}$  share for the various tranches of ownership and residence, and an additional  $\frac{1}{4}$  share if they own or reside in an eligible unit for more than three years, with the maximum amount of shares for a Class Member in a Secondary Class Building totaling one (1) share.

Based upon the eligible condominium units identified by Class Counsel, there are a total of 660 shares eligible to participate in the proposed class settlement. Conservatively, even if an owner and/or resident filed claims for each eligible Unit, a Unit owner who has both owned and resided in his or her Unit would be very likely to receive a settlement of at least \$5,000. If claims are made on fewer eligible Units, this number may increase - and may increase significantly. Conversely, if settlement administration fees are greater than they are presently projected to be, this number may be modestly reduced.

In addition to substantial payment, the Defendants will provide significant injunctive relief. The Defendants' injunctive relief is intended to eliminate the reason(s) for the class action lawsuit.

To this end, Simsmetal will: (1) create a telephone number hotline to receive calls from Port Liberté residents regarding concerns about impact from operations, such as noise, and Simsmetal must take commercially reasonable actions to investigate and resolve each complaint made in good faith; (2) implement 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; (3) limit vessel/stevedoring activities at the Simsmetal facilities to 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(s) and Sunday(s); (4) take actions to ensure that activities at the Simsmetal Facility do not cause noise levels in excess of fifty decibels (50db) between the hours of 10:00 p.m. and 7:00 a.m., which will include the construction of a barrier between the Simsmetal and Port Liberté (the "Sims Sound

Barrier”); (5) 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 premises, including the creation and implementation of a dust emissions plan and training program; (6) undertake a three-month air monitoring program to measure particulate matter (PM10); (6) implement fire detection and fire-explosion suppression systems; and (8) upon completion of the Sims Sound Barrier, reasonably reorient lights that face Port Liberte from the Sims Sound Barrier, and in its vicinity, to minimize the impact of those lights.

Likewise, SMR will provide injunctive relief that includes the following actions: (1) maintaining a system whereby back-up alarms on SMR mobile equipment are shut down between 6:00 p.m. and 6:00 a.m., during which time SMR will use only strobes for backup purposes; (2) SMR will instruct, and use its best efforts to require, tug boat operators delivering or picking up a barges going to and/or from the SMR Facilities to use walkie talkies instead of communicating via loudspeakers; (3) SMR has already taken steps to minimize the amount of light on exterior lighting fixtures that Plaintiffs assert point to Port Liberté from SMR’s glass plant; (4) SMR will investigate calls to the aforementioned Simsmetal hotline from Class Members which are directed by Simsmetal to SMR between the hours of 9:00 a.m. and 5:00 p.m. on weekdays when the temperature is at least 40 degrees concerning odor issues because of the prospect that these odors could emanate from municipal recycling materials handled by SMR; and (5) upon confirmation that an SMR facility is the source of the odor, promptly make commercially reasonable efforts in a good faith manner within a reasonable time to mitigate the odor, including where applicable with a misting or similar system.

The Settlement Agreement in this case calls for a counsel fee of 33.  $\overline{33}$ % of the common fund - i.e., a total fee of \$491,617.50. (Matsikoudis Cert. Ex. B, Settlement Agreement, 3.5(c)(ii)).

The parties only negotiated counsel fees after every single substantive term regarding both the Defendants' payment and injunctive relief was negotiated and resolved. (Matsikoudis Cert. ¶ 3). Additionally, Class Counsel is working on an entirely contingent fee basis and has not been compensated any amount for either legal work or expenses to date. (Matsikoudis Cert. ¶ 4).

Since this Court granted Preliminary Approval of the settlement, the Settlement Administrator has sent two email notices, one postcard notice, effectuated a publication notice in the *Star Ledger* and created a settlement website: <https://www.portlibertesettlement.com>. (Matsikoudis Cert. ¶ 6). The Email and Postcard Notice set forth the proposed attorney fee amount. The Long Form Notice approved by the Court, and located on the settlement website, states:

Class Counsel have pursued this lawsuit on a contingency basis and have paid all costs of the lawsuit. These attorneys have not yet been paid or recovered any of their costs associated with the lawsuit. As part of the Settlement, Class Counsel will request a payment of 33.33% (\$491,617.50) of the Settlement Fund for their reasonable attorneys' fees, plus reimbursement of out-of-pocket litigation costs of \$52,884.92. Class Counsel's petition for fees and costs will be filed with the Court no later than **March 16, 2026** and may be reviewed by any interested party. The Court will determine reasonable attorneys' fees and costs at the Final Approval Hearing based on Class Counsel's Application and any responses to that Application.

As of the date of this filing, 179 claims have been filed and no Class Members have opted out or objected. (Matsikoudis Cert. ¶ 7 and Ex. C.)

## Legal Discussion

### A. Introduction

To determine counsel fees in a class action case, a "court may consider two different methods for determining class action fees: the lodestar method and the percentage of recovery method." Sutter v. Horizon Blue Cross Blue Shield of New Jersey, 406 N.J. Super. 86, 98 (App. Div. 2009); see also, Pressler, N.J. COURT RULES, comment 3.9 of R. 4:32. Rule 4:42-9 further

authorizes attorney's fees to be paid out of a fund, such as the settlement fund here. In Incollingo v. Canuso, 297 N.J. Super. 57, 65, (App. Div. 1997), the Appellate Division overturned a trial judge's award of legal fees of just 20% of a common fund class settlement, and instead awarded fees of one-third of the settlement proceeds. Ibid. In so doing, the court opined that awarding *less* than a one-third fee – especially in a case like Incollingo, where a lodestar calculation supported a fee of one-third the common fund - “sends two messages that should be discouraged: it discourages competent counsel from accepting difficult, important cases in the future, and it encourages excessive litigation tactics by defendants in class actions.” Id. The Appellate Division also noted that the tort contingent fee limitations of R.1:21-7 do not apply to complex contingency fee cases, but are instead intended for run-of-the-mill personal injury cases, like slip and falls. Id.

New Jersey courts routinely look to Federal Rule 23 precedent in construing R. 4:32, because New Jersey's class-action rule is “a replica of Rule 23 of the Federal Rules of Civil Procedure,” and construction of the federal rule is “helpful, if not persuasive, authority.” Riley v. New Rapids Carpet Ctr., 61 N.J. 218, 228 (1972); Muise v. GPU, Inc., 371 N.J. Super. 13, 31 (App. Div. 2004). The Third Circuit prefers a “percent of common fund” approach to determine legal fees in a class action, but will cross-check that percentage with a lodestar analysis for fairness. In re AT & T Corp., 455 F.3d 160, 164 (3d Cir. 2006). Yet, as in Sutter, the Third Circuit is “cognizant of the fact that the value of the injunctive relief cannot be precisely and mathematically ascertained.” McCoy v. Health Net, Inc., 569 F. Supp. 2d 448, 478 (D.N.J. 2008) (court enhanced fee, stating that the “value of the injunctive relief here is a highly relevant circumstance in determining what percentage of the common fund class counsel should receive as attorneys' fees”). In Sutter, the Court stated that when determining the appropriate percentage fee award of a common fund, the factors laid out by the Third Circuit in Gunter v. Ridgewood Energy Corp., 223

F.3d 190, 195 n.1 (3d Cir. 2000), are the best guide to determining a fair percentage. Ibid at 105.

The Gunter factors include:

(1) the size of the fund created and the number of persons benefited; (2) the presence or absence of substantial objections by members of the class to the fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of non-payment; (6) the amount of time devoted to the case by plaintiffs' counsel; and (7) awards in similar cases.

(Id.)

In this case, both a common fund and a lodestar analysis justify the proposed Class Counsel fee of \$491,617.50, or 33.33% of the \$1,475,000 settlement.

## **B. Gunter Factors**

### **(1) The Size of The Fund Created, and the Number of Persons Benefited.**

Even when the aforesaid legal fees are deducted from this settlement's fund, Class Members are likely to net substantial monies. After deducting litigation expenses, projected notice costs and legal fees, a net sum of approximately \$900,000 will be distributed to Class Members. As stated supra and in the Motion for Preliminary Approval, an individual Class Member's recovery varies based upon various criteria, like the location of the relevant unit, the Class Member's length of residency and/or ownership, whether the Class Member owned or simply rented the unit, and, even more specifically, whether the Class Member co-owned or co-rented the Unit. However, a condo owner who exclusively owned and resided in an eligible Unit for three years or more will recover roughly \$5,000; this number could be slightly less if class notice and administration costs exceed their projections, but it will likely be more, and potentially substantially more, if claims are not made for all eligible Units (i.e., the fewer Units for which claims are made, the greater the payout to each claiming Unit). Conversely, a Class Member who

was a residential tenant for just one year in an “Secondary Class” building unit (that does not face Defendants’ Facility) would likely receive several hundred dollars, if not more, if claim forms are submitted for all eligible units, assuming they are the only claimant for their unit and that the notice costs do not exceed their current estimate. There are approximately 1,250 Class Members. (Matsikoudis Cert. ¶ 7).

More important is that the relatively small size of the fund, comparatively, weighs in favor of a higher percentage, as has been explained by the Third Circuit in upholding a 33 1/3% fee for a “small” fund of \$4,500,000:

The first factor to be considered under the Gunter analysis is “the size of the fund created and the number of persons benefitted.” Gunter, 223 F.3d at 195 n. 1. In general, as the size of the settlement fund increases, the percentage award decreases. The Circuit has explained that the “basis for this inverse relationship is the belief that ‘[i]n many instances the increase [in recovery] is merely a factor of the size of the class’ and has no direct relationship to the efforts of counsel.” In re Prudential Ins., 148 F.3d at 339 (internal citations omitted).

For example, in In re Prudential, the District Court determined that a reduction was appropriate given that the recovery would equal at least \$410 million. *Id.* As mentioned, the Settlement Fund in this matter consists of \$4,500,000.00. This case, therefore, does not involve a settlement award that is so large as to necessitate an automatic reduction in the percentage award.

In re Safety Components, Inc. Sec. Litig., 166 F. Supp. 2d 72, 95 (D.N.J. 2001) (internal citations omitted).

Accordingly, the size of the fund warrants a 33.33% counsel fee.

**(2) The Presence or Absence of Substantial Objections by Members of The Class to The Fees Requested by Counsel.**

Class Counsel obviously does not know if there will be any objections, and we will supplement this fee request with information regarding such objections, if any, as part of our Motion for Final Approval. However, as of March 16, 2026, forty-nine (49) days after

Preliminary Approval, and after robust direct notice, there have been no objections to the settlement.

**(3) The Skill and Efficiency of the Attorneys Involved.**

The skill and efficiency of Class Counsel is “measured by ‘the quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of the counsel, the skill and professionalism with which counsel prosecuted the case and the performance and quality of opposing counsel.’” In re Ikon Office Solutions, Inc. Sec. Litig., 194 F.R.D. 166, 194 (E.D. Pa. 2000) (*quoting In re Computron Software, Inc.*, 6 F. Supp. 2d 313, 323 (D.N.J. 1998)).

As stated above, the money going to eligible Class Members is greater than typical payouts in most class settlements. As one lawsuit finance firm states:

The average class action lawsuit payout per person varies widely, typically ranging from **\$20 to \$500**, depending on the case. Large settlements, such as those in consumer fraud or antitrust cases, may provide **\$1,000 or more** per claimant. However, payouts in massive lawsuits can be **less than \$10** due to the number of claimants.

*Average Class Settlement Per Person*, TRIBECA (Mar. 4, 2025), <https://tribecalawsuitloans.com/average-class-action-settlement>.

Moreover, the injunctive relief envisioned here will resolve issues, such as air pollution and disturbing noise at night, that Port Libertè residents have complained about for decades. Indeed, the injunctive relief in this case is arguably of greater import than the substantial financial benefit Class Members will get, because it will eliminate the significant nuisance issues that have disturbed the quality of their lives. For example, many Class Members have complained about losing sleep due to loud overnight noise(s) and expressed concerns about the threat of harm from air pollution. Class Counsel worked

closely with experts to undertake noise, light, and air sampling, and to interpret the data from the sampling in order to compare it to relevant standards, laws and regulations. (Matsikoudis Cert. ¶ 8). The settlement will require Simsmetal to reduce overnight noise to regulatory standards (which are difficult for governmental entities to enforce) and undertake a variety of measures to address potential air pollution. In short, the injunctive relief is a significant component of this settlement. Yet Class Counsel is not being paid any additional fee for the injunctive relief, but simply the standard 33.33% of the settlement fund. This alone confirms the reasonableness of the fee sought by Class Counsel.

#### **(4) The Complexity and Duration of the Litigation.**

This is complex litigation that involves technical and expert issues concerning noise, air pollution and light pollution. The case was filed nearly three years ago and had three contested motions. Thousands of pages of documents were produced in discovery, as well as a substantial amount of data from noise and air sampling. For example, Class Counsel paid for weeks of air sampling, noise tests and weather monitoring at several locations and worked with experts to utilize the data to prove their case. (Matsikoudis Cert. ¶ 7). Additionally, Class Counsel has brought to the table expertise in these various issues, having litigated a number of complex, environmentally-based and/or highly-scientific matters.

Absent settlement, the complexity of this case would require a long and expensive litigation path for all parties to see it through to conclusion.

#### **(5) The Risk of Non-Payment.**

While this factor has some relevance to all contingent fee cases, it has more to do with the Defendants potentially being judgment-proof.

Any contingency fee includes a risk of non-payment. That is why class counsel will be paid a percentage that is several times greater than an hourly fee in this case. This factor more properly addresses the concern that class counsel risks non-payment after securing class recovery because of the precarious financial position of the defendant.

O'Keefe v. Mercedes-Benz USA, LLC, 214 F.R.D. 266, 309 (E.D. Pa. 2003).

While Plaintiffs have no particular evidence that Defendants are or will be judgment-proof, nonpayment and collection risk is present in every single case.

**(6) The Amount of Time Devoted to the Case by Plaintiffs' Counsel.**

As of the date of filing this motion, Class Counsel has worked 893.9 hours, and still must file a motion for final approval. (Matsikoudis Cert. ¶ 10 and Ex. D). Applying the fee Class Counsel seek, \$491,617.50, to 893.9 hours leads to an hourly blended rate of \$556.68. As discussed in the section regarding lodestar analysis infra, the amount of legal work spent in this case justifies Class Counsel's fee. Moreover, the nearly 900 hours of legal work dedicated to this case, so far, demonstrates the extensive effort reflective of Class Counsel's diligence in pursuing this case to a positive result.

**(7) Awards In Similar Cases.**

“[F]ees typically awarded to class counsel generally range between 19% to 45% of the Settlement Fund.” In re General Motors, supra, 55 F.3d at 820); (“[w]hile 40% is within the acceptable range, awards more typically range between 20% to 30% of the total fund, with 50% being the upper limit”). Nat'l Treasury Employees Union, 54 Fed.Cl. at 807; Manual for Complex Litigation (Fourth) § 14.121 n. 488 (2004) (citing several studies); Alba Conte & Herbert Newberg, Newberg on Class Actions § 14:6, at 550–51 (4th ed.2002). Thus, Common fund contingent fee awards of one-third are not uncommon. See, e.g., See also, Herbert B. Newberg & Alba Conte, Newberg on Class Actions § 14:6 (4th ed. 2006) (“In the normal range of common

fund recoveries in securities and antitrust suits, common fee awards fall in the 33 percent range.”) See also In re Rite Aid Corp. Sec. Litig., 396 F.3d 294, 303 (3d Cir. 2005) and Chieftain Royalty Co. v. Enervest Energy Institutional Fund XIII-A, L.P., 861 F.3d 1182, 1186 (10th Cir. 2017), stating "empirical studies show that the average fee [class action ] fee award is about one-third of the recovery.”

### **C. Lodestar Cross-Check**

While this is not a lodestar case, as stated supra, courts will use “the lodestar method to cross-check the reasonableness of a percentage-of-recovery fee award.” In re AT & T Corp., 455 F.3d 160, 164 (3d Cir. 2006). In Rendine v. Pantzer, 141 N.J. 292, 316 (1995), the New Jersey Supreme Court held that a lodestar fee is determined “by multiplying the number of hours reasonably expended by the prevailing party's attorneys during the litigation by the attorneys' reasonable hourly rate.” Ibid. The court also stated that “(g)enerally, a reasonable hourly rate is to be calculated according to the prevailing market rates in the relevant community,” and that the “court should assess the experience and skill of the prevailing party's attorneys and compare their rates to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation.” Id at 337. Finally, the Court held that, after establishing the amount of the lodestar fee, the trial court should enhance the rate in contingent cases, because “economic reality and simple fairness” must account for the contingent nature of the representation and that the enhancement of a contingent fee hourly rate “ordinarily should range between five and fifty-percent of the lodestar fee, with the enhancement in typical contingency cases ranging between twenty and thirty-five percent of the lodestar.” Id at 343. In Walker v. Giuffre, 209 N.J. 124 (2012), the New Jersey Supreme Court reaffirmed Rendine, awarding a 50% enhancement on a lodestar fee, and emphasized that courts must determine

whether a case was taken on a contingent basis, whether the attorney was able to mitigate the risk of nonpayment in any way, and whether other economic risks were aggravated by the contingency nature of payment.

As to determining a reasonable rate, a court can rely on a certification by Class Counsel and/or unaffiliated practitioners that the hourly rates billed by the attorneys working on the litigation were reasonable and consistent with rates charged in the community by lawyers of comparable standing and experience. Seigelstein v. Shrewsbury Motors, Inc., 464 N.J. Super. 393, 407–08 (App. Div. 2020); Hansen v. Rite Aid Corp., 253 N.J. 191, 226 (2023).

Here, Class Counsel is clearly competent, and, as intimated in prior pleadings and above, brings significant expertise to bear. As laid out in his Certification, Bill Matsikoudis, a lawyer with nearly 30 years of experience who accounts for more than fifty percent (50%) of the hours worked on this case in total by Class Counsel, has certified that he has billed clients \$550 or more on multiple occasions, including \$575 an hour recently, and that his partner, Derek Fanciullo, who has billed more than 150 hours of the 893.9 hours Class Counsel has worked to date, has also billed at \$550 an hour.

Below is a chart of attorney hours to date, multiplied by rates that they have actually charged clients in non-contingent matters, (see Matsikoudis Cert. ¶ 11), as of March 13, 2026:

| <b>Attorney</b>     | <b>Hours</b> | <b>Rate</b>   | <b>Sum</b>       |
|---------------------|--------------|---------------|------------------|
| William Matsikoudis | 490.6        | \$ 575        | \$ 282,095       |
| Derek Fanciullo     | 158.5        | \$ 550        | \$ 87,175        |
| Aspen Tucker        | 205.2        | \$ 400        | \$ 82,080        |
| Justin Meyers       | 34.6         | \$ 400        | \$ 13,840        |
| G Martin Meyers     | 5            | \$ 550        | \$ 2,750         |
|                     |              | <b>TOTAL:</b> | <b>\$467,940</b> |

In short, a reasonable attorney fee, even *before enhancement*, is within the range sought by Class Counsel. Moreover, by the time this case proceeds to the final hearing, it is possible that,

applying the above referenced rates, a lodestar analysis *without enhancement* would come close to or exceed the \$491,617.50 for which Class Counsel seek approval. Applying the typical enhancement would bring this number even higher. Accordingly, a lodestar cross-check of Class Counsel's contingent fee more than confirms its reasonableness.

#### **D. Analysis of RPC 1.5(a)**

New Jersey Rule of Professional Conduct 1.5(a) also lays out factors for a reasonable attorney's fee:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services;
- (8) whether the fee is fixed or contingent.

Class Counsel submits that based upon the arguments supra, and the accompanying Certification of Bill Matsikoudis, it is clear that the requested fee of 33.33% of the settlement fund, or \$491,617.50, is reasonable. To reach the excellent result for Class Members that the settlement in this case represents took nearly 900 hours of work by highly-skilled attorneys to address complex legal, factual and expert issues which forced Class Counsel to decline other representation opportunities in order to focus on this highly risky contingent fee case.

**E. Class Counsel Should Be Compensated for Its Reasonable Expenses**

Class Counsel incurred \$52,884.92 in litigation expenses. (Matsikoudis Cert ¶ 13). The great majority of the expenses are related to experts and the aforementioned noise and dust sampling. These expenditures were necessary for the prosecution of this case and played a significant role in securing the positive result Class Counsel achieved.

**Conclusion**

The Court should approve the proposed Class Counsel fee, which has been agreed to by Defendants, because it represents 33. $\overline{33}$ % of the common fund, which is a standard, routine attorney fee in class action litigation, and because the result that Class Counsel achieved on a risky contingency case justifies it.



**MATSIKLOUDIS & FANCIULLO, LLC**

William C. Matsikoudis, Esq. – Atty. No. 022391997

Derek S. Fanciullo, Esq. – Atty. No. 044682011

Aspen-Jade C. Tucker, Esq. – Atty No. 410972022

128 Monticello Avenue, STR 1

Jersey City, NJ 07304

(p) 201-915-0407

*Attorneys for Plaintiffs*

|  |   |
|--|---|
| <p>LIONEL MEDINA, EKATERINA VOROBEOVA, KARISTA VAETH and JENNIFER SCULLION, on behalf of Themselves and all others Similarly Situated,</p> <p>Plaintiffs,</p> <p>v.</p> <p>SIMSMETAL EAST, LLC, SIMS MUNICIPAL RECYCLING of NEW YORK, LLC, SIMS GROUP USA HOLDINGS CORPORATION,</p> <p>Defendants.</p> | <p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION, HUDSON COUNTY</p> <p>DOCKET NO.: HUD-L-001589-24</p> <p><u>CIVIL ACTION</u></p> <p><b><u>CERTIFICATION OF WILLIAM C. MATSIKLOUDIS, ESQ.</u></b></p> |
|--|---|

I, WILLIAM C. MATSIKLOUDIS, ESQ., of full age, being duly sworn according to my oath, do hereby certify as follows:

1. I am an attorney at law in the State of New Jersey, and a partner in the law firm of Matsikoudis & Fanciullo, LLC (the “Firm”), attorneys for Plaintiffs. I am also one of the attorneys responsible for handling this matter on behalf Plaintiffs’ counsel (“Class Counsel”). I am thus fully familiar with the matters set forth herein.

2. I make this Certification in support of Plaintiffs' petition for Approval of Class Counsel's Petition for Attorney's Fees as required by the Order Granting Preliminary Approval attached hereto as **Exhibit A**.
3. While several lawyers on the Class Counsel team participated in settlement negotiations, I was the primary lawyer involved in negotiations with Defendants' lawyers. Settlement negotiations in this case were intense, as the lawyers zealously advocated their parties' interest and every single point of the settlement, both with regard to monetary payment and injunctive relief, was only reached after multiple meetings and drafts of settlement documents. The proposed counsel fee of 33.33% of the Settlement Fund was only negotiated after every single substantive term of the settlement was negotiated with agreement on settlement language reached. A copy of the Settlement Agreement is attached hereto as attached hereto as **Exhibit B**.
4. Class Counsel is working on an entirely contingent basis and has not been paid for any work to date. Additionally, Class Counsel has exclusively paid for and is responsible for the litigation expenses in this case.
5. Class Counsel undertook substantial financial risk of non-payment with regard to taking and litigating this case.
6. Since the Court granted Preliminary Approval of the Settlement in this matter, I have worked with and monitored the action of the Court approved Settlement Administrator, JND. To date, JND advises that two email notices and a postcard notice were sent to Class Members per the Settlement Agreement and Preliminary Approval.
7. Per JND, as of March 16, 2026, 179 claims have been filed. There have been no objections and no opts out to date. I attach a copy of JND's most recent update as **Exhibit C**. JND

estimates that there are 1,250 Class Members, which I believe is approximately correct from my investigation.

8. The complexity of this case required a great deal of work in order to bring the settlement to fruition. To be in a position to even file the lawsuit, Class Counsel obtained thousands of pages documents from public record requests and conducted research into the viability of a claim based on review of these documents. Ultimately, my firm obtained, reviewed and ultimately produced over 12,000 pages of documents from public record requests of various government entities. Significant time was also spent on legal research and investigation into the particularities of the metal recycling industry. In addition to paper discovery and successfully defending and filing several discovery motions, I worked closely with the experts who Class Counsel retained to undertake noise, light and air sampling and to interpret the data from the sampling. At significant expense, Class Counsel experts set up and maintained continuous air and noise sampling at several locations, as well as a wind monitoring station for weeks, in order to obtain evidence and a basis for expert opinions regarding Plaintiffs' allegations related to noise and air pollution. Additionally, I worked with the experts to analyze how the data compared to laws, regulations and other standards, so that the experts could utilize the data for their expert report, and how Defendants' activities constituted a nuisance. Additionally, the settlement negotiations required a substantial amount of time, as did work on the settlement agreement and Motion for Preliminary Approval. Finally, since notice has been given to the class, I have fielded questions from Class Members about the settlement.
9. Moreover, our adversaries were highly skilled and experienced litigators from large and highly respected law firms. In short, the novelty and difficulty of the questions involved in

this case and the skill of our adversaries, required substantial diligence to achieve the excellent result Class Counsel managed to obtain.

10. As of the date of this filing, Class Counsel has worked a total of 893.9 hours. Attached as **Exhibit D** a report of my firm's hours by a lawyer, as well as an itemization of each individual time entry that was contemporaneously inputted into our firm's billing software in real time as we performed work on this case. I also attach as part of **Exhibit D**, an itemization of the hours worked by our co-counsel, the Law Offices of G. Martin Meyers, PC.
11. I was admitted to the practice law in New Jersey in December 1997. I have successfully litigated multiple complex environmental matters including Tennessee Riverkeeper, Inc. v. 3M Company, et. al., N.D. Ala. No. 5:16-cv-01029-AKK; City of Newark v. E. I. du Pont de Nemours and Company ("DuPont") et al., D.N.J. Civ. No. 2:15-CV-01708; New Jersey Department of Environmental Protection v. PPG Industries, v. City of Jersey City, et al., HUD-C-77-05; City of Jersey City v. Honeywell International Inc., HUD-L-2295-05; Jersey City Municipal Utilities Authority v. Honeywell International Inc., D.N.J. Civ. No. 05-5955 (DMC); and Jersey City Incinerator Authority v. Honeywell International Inc., D.N.J. Civ. No. 05-5993 (DMC). I have tried multiple cases to verdict. Additionally, I have substantial experience in complex appellate litigation including Garden State Indem. Co. v. Miller & Pincus, 340 N.J. Super. 148, 154 (App. Div. 2001); Powerhouse Arts Dist. Neighborhood Ass'n v. City Council of City of Jersey City, 413 N.J. Super. 322 (App. Div. 2010); Drosos v. GMM Glob. Money Managers Ltd., No. A-3674-21, 2023 WL 7545067, at \*1 (N.J. Super .App. Div. 2023) (**attached hereto as Exhibit E**); Jersey City United Against the New Ward Map v. Jersey City Ward Comm'n, 261 N.J. 30

(N.J. 2025) (**attached hereto as Exhibit F**). I graduated from Seton Hall Law School *cum laude* and from Seton Hall University *cum laude*. I clerked for Union County Assignment Judge Edward Beglin, and I began my career at Wilentz Goldman & Spitzer, where I focused on complex commercial and environmental litigation. I previously also served as Jersey City Corporation Counsel from 2004-2013 and as a Senior Deputy General and as an Assistant Counsel to Governor James E. McGreevey. My firm currently serves as outside General Counsel to the Hudson County Improvement Authority. For private clients in non-contingent matters, I have billed at \$550 per hour or more on multiple occasions (most recently at \$575 an hour) and my Partner, Derek Fanciullo, has billed at \$550 per hour, an hourly rate for which our firm has received court approval. My firm’s Associate, Aspen-Jade Tucker, has billed at \$400 an hour. I am advised that G. Martin Meyers has billed non-contingent clients \$500 an hour and that Justin Meyers has billed at \$400 an hour.

12. While the qualifications of Class Counsel were described in Plaintiff’s Motion for Preliminary Approval, for convenience I attach hereto as **Exhibit G** the bio of G. Martin Meyers, Esq.; as **Exhibit H** the bio of Justin Meyers, Esq.; as **Exhibit I** the bio of Derek Fanciullo, Esq.; and a copy of the bio of Aspen-Jade Tucker, Esq. as **Exhibit J**.

13. Class Counsel has incurred \$52,884.92 in expenses, as itemized below:

| <u>Date</u> | <u>Expense</u>                                   | <u>Amount</u> |
|-------------|--|---------------|
| 4/18/24     | Sims Air Monitoring Device<br>(Sensibo)          | \$114.00      |
| 4/18/24     | Sims Sound Monitoring<br>Device<br>(Minut, Inc.) | \$270.00      |
| 4/23/24     | Sims Sound Monitoring<br>Device<br>(Minut, Inc.) | \$120.00      |

|                        |  |                    |
|------------------------|--|--------------------|
| 4/26/24                | Complaint Filing Fee   | \$250.00           |
| 5/3/24                 | Service of Process on<br>Sims Group                          | \$30.70            |
| 5/3/24                 | Service of Process on<br>Simsmetal East                      | \$80.70            |
| 8/8/24                 | Motion Fee<br>(Amend Complaint)                              | \$50.00            |
| 12/4/24                | Motion Fee<br>(Compel Discovery)                             | \$50.00            |
| 1/28/25                | Cook County (IL)<br>Court Clerk<br>(Copy of Sims Injunction) | \$7.66             |
| 9/25/25                | Expert Cost  | \$50,491.56        |
| 10/1/24-10/1/25        | Westlaw<br>(Specific to Sims Matter)                         | \$1,420.30         |
| <b>TOTAL Expenses:</b> |  | <b>\$52,884.92</b> |

14. I hereby certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

Respectfully submitted,

/s/William C. Matiskoudis, Esq.

William C. Matsikoudis, ESQ.

MATSIKOUDIS & FANCIULLO, LLC

*Attorneys for Plaintiffs*

Dated: March 16, 2026

# **Exhibit A**

**FILED**

JAN 23 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,  
 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 23rd day of JANUARY, 2026, 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 January 13, 2026 (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, 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,

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.

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](http://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](http://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

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](http://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

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 May 22, 2026, before the Hon. Joseph A. Turula, P.J. Cv. at the Superior Court of New Jersey, Law Division, Hudson County, Hudson-Brennan Courthouse, 583 Newark Avenue, Jersey City, New Jersey 07306 in Courtroom 2D at 10 AM. 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);

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

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

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:



Handwritten signature of Joseph A. Turula in black ink, written in a cursive style.

JOSEPH A. TURULA, P.J.Cv.

UNOPPOSED.

PLACED ON THE RECORD BEFORE THE HON. JOSEPH A. TURULA, P.J.Cv. ON  
JANUARY 23, 2026 AT 9:45 AM

# **Exhibit B**

## **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 H**, 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 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 Place, and 4 Constellation Place, which are specifically identified and listed on Exhibit A to this Agreement and 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 B** 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 and listed in **Exhibit A** to this Agreement.

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), as listed in **Exhibit A** to this Agreement.

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 C** 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 D** 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 E** 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](http://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 F** 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.

xxx. 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.

1.27. 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.

1.28. 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 administering 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).

1.29. 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).

1.30. 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.

1.31. 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.

1.32. 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).

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

1.34. 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.

1.35. 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.

1.36. 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 G**, subject to Court approval.

1.37. 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 East, 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.

1.38. 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.

1.39. Secondary Class Buildings. The term “Secondary Class Buildings” shall refer to the apartment complexes located at the buildings with street addresses of 15 Freedom Place 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.

1.40. 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.

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

1.42. 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 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 Place, and 4 Constellation Place, which are specifically identified and listed on Exhibit A to this Agreement and have windows, doors, balconies, or other open-air access facing Defendants’ business operations.**

1.43. 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.

1.44. 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.

1.45. 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.

1.46.. 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.

1.48. SMR. The term "SMR" refers to Defendant Sims Municipal Recycling of New York, LLC.

1.49. SMR Facilities. The term "SMR Facilities" refers collectively to the MRF and the SMR Glass Plant (as defined below).

1.50. 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.

1.51. 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.

1.52. 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.

1.53. 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 G**. 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, 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 a list of owners and residents of all 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 cashed 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 administering 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 maintained by the PLHA.

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 C** 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 E** 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](http://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](http://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 D** to this Agreement), the Class Email Notice (**Exhibit C** to this Agreement), the Class Postcard Notice (**Exhibit E** to this Agreement), the Class Publication Notice (**Exhibit F** 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](http://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](mailto: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](mailto: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](mailto: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](mailto: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 Vorobeve  
Plaintiff

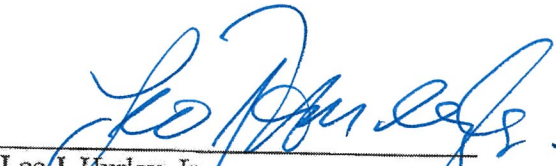
Dated: \_\_\_\_\_, 2025 \_\_\_\_\_

Karista Vaeth  
Plaintiff

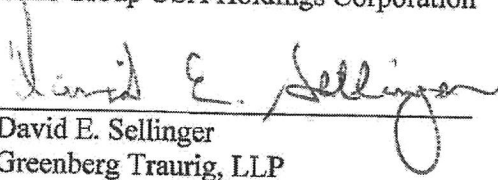
Dated: \_\_\_\_\_, 2025 \_\_\_\_\_

Jennifer Scullion  
Plaintiff

Dated: December 8, 2025

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

Dated: December 8, 2025

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

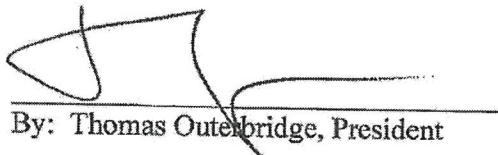
Dated: December 5, 2025

Scott Miller  
\_\_\_\_\_  
By: Scott Miller, Secretary  
Defendant Simsmetal East LLC

Dated: December 5, 2025

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

Dated: 12/8, 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: December 8, 2025 \_\_\_\_\_



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

Dated: Dec. 9, 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 5, 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: December 5, 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: \_\_\_\_\_, 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: 12/8/2025, 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: December 5, 2025 \_\_\_\_\_

Ekaterina Vorobeva  
Plaintiff

Dated: \_\_\_\_\_, 2025 \_\_\_\_\_

Karista Vaeth  
Plaintiff

Dated: \_\_\_\_\_, 2025 \_\_\_\_\_

Jennifer Scullion  
Plaintiff

# **Exhibit A**

## **EXHIBIT A**

### **CONDOMINIUM UNITS INCLUDED IN DEFINITION OF SETTLEMENT CLASS**

#### **100 Shearwater Court East**

Units 21, 22, 23, 24, 25, 31, 32, 33, 34, 35, 41, 42, 43, 44, 45, 51, 52, 53, 54, 55, 61, 62, 63, 64, 65, 81, 82, 83, 84, 85, 86, 87, and 88

#### **101 Shearwater Court East**

Units 61, 62, 63, 64, 65, 66, 67, 68, and 69

#### **102 Shearwater Court East**

Units 51, 52, 53, 54, 55, 56, and 57

#### **205 Shearwater Court East**

Units 21, 31 and 71

#### **206 Shearwater Court West**

Units 11, 12, 13, 14, 15, 16, 71, 72, 73, 74, 75, 91, 92, 93, 94, and 95

#### **207 Shearwater Court West**

Units 11, 12, 13, 14, 15, 16, 17, 81, 82, 83, 84, 85, 86, and 87

#### **208 Shearwater Court West**

Units 11, 12, 13, 14, 15, 16, 17, 18, 71, 72, 73, 74, 75, 76, 77, and 78

#### **1 Independence Way**

Units 101, 102, 103, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 209, 401, 402, 403, 404, 405, 406, 408, 409, 410, 411, 412, and 413

#### **15 Freedom Place**

Units 101, 102, 103, 110, 111, 112, 201, 202, 203, 210, 211, 212, 301, 302, 303, 310, 311, 312, 401, 402, 403, 410, 411, and 412

**4 Constellation Place**

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, and 412

# **Exhibit B**

# 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 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 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 that is included on the list set forth in the Settlement Agreement at any point between April 26, 2018 and the date of Preliminary Approval. A list of the condominiums and other important information is available on the Settlement Website, [www.PortLiberteSettlement.com](http://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](http://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.**

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

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

| <b>STEP 2: <u>PROVIDE YOUR CLAIM ID AND PORT LIBERTÉ ADDRESS</u></b>  |          |            |
|---|----------|------------|
| <b>Claim ID:</b>  | _____    |            |
| <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 <a href="mailto:info@PortLiberteSettlement.com">info@PortLiberteSettlement.com</a> or call 877-206-2311.)</p> |          |            |
| <b>Port Liberté Address</b>   |          |            |
| <b>Street Address of Building:</b>  | _____    | _____      |
|   | (Street) | (Unit #)   |
| _____   | _____    | _____      |
| (City)  | (State)  | (Zip Code) |

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

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

**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**

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

# **Exhibit C**

**EXHIBIT C**

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.**

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

You must file a [Claim Form](#) to receive a cash payment. For more information, visit [www.PortLiberteSettlement.com](http://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 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 that is included on the list set forth in Exhibit A of the [Settlement Agreement](#) at any point between April 26, 2018 and the date of Preliminary Approval.

## 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](http://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](http://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](http://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 D**

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](http://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.

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |   |
|--|---|
| <b>Submit a Claim Form</b>   | <p>If you are an eligible Class Member who owned or leased a 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 that is included on the list set forth in Exhibit A of the <a href="#">Settlement Agreement</a> at any time between April 26, 2018 and the date of Preliminary Approval (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 <a href="http://www.PortLiberteSettlement.com">www.PortLiberteSettlement.com</a> or by calling the Settlement Administrator toll free at <b>877-206-2311</b>, or by writing the Settlement Administrator at <b>Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111</b>.</p> |

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |  |
|--|--|
| <b>Do Nothing</b>  | 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. |
| <b>Ask to be Excluded</b>  | 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.   |
| <b>Object</b>  | You may write to the Court about why you do not like the Settlement.   |
| <b>Go To A Hearing</b>   | 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.

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

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

## 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 is included on the list set forth in Exhibit A of the [Settlement Agreement](#). 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 the date of Preliminary Approval (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.

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

#### 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 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, and 4 Constellation Place, which are specifically identified and listed on Exhibit A to the Settlement Agreement, and 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 is included on the list attached as Exhibit A to the Settlement Agreement at any point during the Class Period (*i.e.*, between April 26, 2018 and the date of Preliminary Approval).

If you are not sure whether you are included in the Settlement Class, you may visit [www.PortLiberteSettlement.com](http://www.PortLiberteSettlement.com) for more information. You can also contact the Settlement Administrator toll free at 877-206-2311, by emailing [info@PortLiberteSettlement.com](mailto: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](http://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 a condominium unit at one of the buildings that is included on the list attached as Exhibit A to the Settlement Agreement at any point during the Class

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

Period (*i.e.*, between April 26, 2018 and the date of Preliminary Approval) 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
  - 206, 207 and 208 Shearwater Court West
  - 100, 101, 102, and 205 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:

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

- 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 ¼ 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
  - ½ 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](http://www.PortLiberteSettlement.com), by calling the Settlement Administrator toll free at **877-206-2311**, by emailing [info@PortLiberteSettlement.com](mailto: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](http://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](http://www.PortLiberteSettlement.com), call **877-206-2311**, or email [info@PortLiberteSettlement.com](mailto:info@PortLiberteSettlement.com)

If you change your postal address before settlement benefits are issued, you should update your information online at [www.PortLiberteSettlement.com](http://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](http://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.

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

## 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](mailto:bmatsikoudis@mf-legal.com)  
 Website: [www.mf-legal.com](http://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](mailto:justin@gmeyerslaw.com)  
 Website: [www.gmeyerslaw.com](http://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 33.3% (\$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.

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

**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:

| <b>THE COURT</b>   | <b>SETTLEMENT ADMINISTRATOR</b>   |
|--|---|
| Clerk of the Court<br>Superior Court of New Jersey,<br>Law Division, Hudson County<br>Hudson County Administration Building<br>595 Newark Avenue<br>Jersey City, New Jersey 07302  | Port Liberté Settlement<br>c/o JND Legal Administration<br>PO Box 91232<br>Seattle, WA 98111  |
| <b>CLASS COUNSEL</b>   | <b>DEFENDANTS’ COUNSEL</b>  |
| William C. Matsikoudis, Esq.<br>Matsikoudis & Fanciullo, LLC<br>128 Monticello Avenue, STR 1<br>Jersey City, New Jersey 07304<br>Ph: (201) 915-0407<br>Email: <a href="mailto:bmatsikoudis@mf-legal.com">bmatsikoudis@mf-legal.com</a> | Leo J. Hurley, Jr., Esq.<br>Connell Foley LLP<br>Harborside 5<br>185 Hudson Street, Suite 2510<br>Jersey City, New Jersey 07311<br>Ph: (201) 521-1000<br>Email: <a href="mailto:lhurley@connellfoley.com">lhurley@connellfoley.com</a><br><br>David E. Sellinger, Esquire<br>Greenberg Traurig, LLP<br>500 Campus Drive, Suite 400<br>Florham Park, New Jersey 07932<br>Ph: (973) 360-7900<br>Email: <a href="mailto:sellingerd@gtlaw.com">sellingerd@gtlaw.com</a> |

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

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

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 07302.

Additional information may be obtained on the Settlement Website at [www.PortLiberteSettlement.com](http://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](http://www.mf-legal.com).

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

Date: \_\_\_\_\_, 2025

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

# **Exhibit E**

*A federal 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](http://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 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 at any time between April 26, 2018 and the date of Preliminary Approval at any time between April 26, 2018 and the date of Preliminary Approval that is included on the list set forth in the Settlement Agreement at any point between April 26, 2018 and the date of Preliminary Approval. A list of the condominiums and other important information is available on the Settlement Website, [www.PortLiberteSettlement.com](http://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](http://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.

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](http://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](http://www.PortliberteSettlement.com) by scanning the below QR code, call 877-206-2311, or email [info@PortliberteSettlement.com](mailto:info@PortliberteSettlement.com).

To receive a cash payment, you must submit a valid Claim Form online at [www.PortliberteSettlement.com](http://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 7/1632519UV3



*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.

PLACE  
STAMP  
HERE

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

ACTIVE 716325190V3

# **Exhibit F**

**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 Simsmetal 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 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, and 4 Constellation Place that are included on the list set forth in

ACTIVE 716325185v3

Exhibit A of the Settlement Agreement at any point between April 26, 2018 and the

**WHAT DOES THE SETTLEMENT PROVIDE?**

date of Preliminary Approval.

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](http://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.

**YOUR OPTIONS**

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

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](http://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](mailto: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 G**

**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 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 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, and 4**

## EXHIBIT G

**Constellation Place, which are specifically identified and listed on Exhibit A to the Settlement Agreement (a copy of which is also attached to this Order) and 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,

## EXHIBIT G

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. 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.

## EXHIBIT G

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](http://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](http://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 B to the Settlement Agreement), the Class Email Notice (Exhibit C to the Settlement Agreement), the Class Long Form Notice (Exhibit D to the Settlement Agreement), the Class Postcard Notice (Exhibit E to the Settlement Agreement), the Class Publication Notice (Exhibit F to the Settlement Agreement), Class

## EXHIBIT G

Counsel's contact 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](http://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

## EXHIBIT G

reasonable. Any such Objections to the proposed Class Settlement must be submitted to the 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)*;

## EXHIBIT G

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

## EXHIBIT G

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

## **EXHIBIT G**

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:

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

# **Exhibit H**

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*

**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 line extending to the right.

---

Thomas Outerbridge

Dated: 11/11/2025



# **Exhibit C**



## Port Liberté Settlement (as of March 16, 2026)

| NOTICE CAMPAIGN                 | Current Count |
|---------------------------------|---------------|
| <b>Postcard Notices Mailed:</b> | <b>1,540</b>  |
| Return Undeliverable:           | 109           |
| <b>Email Notices Sent:</b>      | <b>1,892</b>  |
| Hard Bounce:                    | 132           |

| CLAIM FORMS – Deadline: May 26, 2026 | Current Count |
|--------------------------------------|---------------|
| Paper Claims:                        | 5             |
| Online Claims:                       | 174           |
| <b>Total Claims:</b>                 | <b>179</b>    |

| REQUESTS FOR EXCLUSION – Deadline: May 04, 2026 | Current Count |
|---|---------------|
| Timely Opt-Outs:                                | 0             |

| OBJECTIONS – Deadline: May 04,2026 | Current Count |
|------------------------------------|---------------|
| Timely Objections:                 | 0             |

| CLASS MEMBER CONTACTS         | Current Count |
|-------------------------------|---------------|
| Total Incoming Calls:         | 75            |
| Total Calls to Live Operator: | 40            |
| Emails Received:              | 88            |

| WEBSITE – <a href="http://www.PortLiberteSettlement.com">www.PortLiberteSettlement.com</a> | Current Count |
|--|---------------|
| Total Page Views:  | 4,995         |

# **Exhibit D**

Time & Expenses for Port LibertÃ Class Action against Sims Metal Recycling - through 03/16/2026

|                                 |                             |                              |
|---------------------------------|-----------------------------|------------------------------|
| <b>Total Billable Flat Fees</b> | <b>Total Billable Hours</b> | <b>Total Billable Amount</b> |
| \$0.00                          | 854.3 hours                 | \$0.00                       |

| User            | Billable Flat Fees | Billable Hours | Total Billable Amount | Billable Expenses | Non-Billable Expenses | Non-Billable Hours |
|-----------------|--------------------|----------------|-----------------------|-------------------|-----------------------|--------------------|
| Derek Fanciullo | \$0.00             | 158.5 hours    | \$0.00                | \$177.10          | \$0.00                | 0.0 hours          |

| User                | Billable Flat Fees | Billable Hours | Total Billable Amount | Billable Expenses | Non-Billable Expenses | Non-Billable Hours |
|---------------------|--------------------|----------------|-----------------------|-------------------|-----------------------|--------------------|
| William Matsikoudis | \$0.00             | 490.6 hours    | \$0.00                | \$6,188.79        | \$0.00                | 0.0 hours          |

| User              | Billable Flat Fees | Billable Hours | Total Billable Amount | Billable Expenses | Non-Billable Expenses | Non-Billable Hours |
|-------------------|--------------------|----------------|-----------------------|-------------------|-----------------------|--------------------|
| Aspen-Jade Tucker | \$0.00             | 205.2 hours    | \$0.00                | \$287.35          | \$0.00                | 0.0 hours          |

**Matsikoudis & Fanciullo**

128 Monticello Avenue  
 STR 1  
 Jersey City, NJ 07304  
 United States  
 (201) 915-0407

**Justin Meyer**


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**Port Libertè Class Action against Sims Metal Recycling**

For services rendered between  
 July 01, 2022 and March 15, 2026

**Time Entries**

| Date       | EE | Activity               | Description  | Rate   | Hours | Line Total |
|------------|----|------------------------|--|--------|-------|------------|
| 02/10/2023 | AT | Research and Writing   | sims memo research and writing                                   | \$0.00 | 1.9   | \$0.00     |
| 02/15/2023 | WM | Research and Writing   | research on Sims   | \$0.00 | 0.3   | \$0.00     |
| 02/16/2023 | AT | Review Documents       | review emailed SIMS DEP documents                                | \$0.00 | 0.2   | \$0.00     |
| 03/03/2023 | AT | Travel                 | Driving to DEP for Sims research                                 | \$0.00 | 1.8   | \$0.00     |
| 03/03/2023 | AT | Travel                 | travel from DEP for research on Sims                             | \$0.00 | 1.8   | \$0.00     |
| 03/03/2023 | AT | Review Documents       | Review SIMS documents  | \$0.00 | 6.0   | \$0.00     |
| 03/03/2023 | WM | Phone Call             | Discuss Hamli and Sims.  | \$0.00 | 0.3   | \$0.00     |
| 04/28/2023 | AT | Travel                 | go to NJDEP and retrieve copies of SIMS documents. (to and from) | \$0.00 | 4.0   | \$0.00     |
| 05/03/2023 | AT | Review Documents       | SIMS document scanning and preliminary review                    | \$0.00 | 2.0   | \$0.00     |
| 08/14/2023 | AT | Research and Writing   | research and writing for memo on Sims causes of action           | \$0.00 | 2.1   | \$0.00     |
| 08/14/2023 | WM | Confer with Associate  | Discuss Sims   | \$0.00 | 0.5   | \$0.00     |
| 08/15/2023 | WM | Research and Writing   | Research Sims case law.  | \$0.00 | 0.5   | \$0.00     |
| 08/15/2023 | AT | Research and Writing   | research on sims potential claims                                | \$0.00 | 4.0   | \$0.00     |
| 08/15/2023 | WM | Confer with co-counsel | Discuss Sims lega; issues.                                       | \$0.00 | 0.3   | \$0.00     |
| 08/16/2023 | WM | Confer with Partner    | Discuss Sims   | \$0.00 | 0.4   | \$0.00     |

|            |    |                       |  |        |      |        |
|------------|----|-----------------------|--|--------|------|--------|
| 08/22/2023 | AT | Research and Writing  | legal research and memo drafting related to the Sims memo  | \$0.00 | 13.0 | \$0.00 |
| 08/25/2023 | AT | Memo Drafting         | sims memo research and writing   | \$0.00 | 2.5  | \$0.00 |
| 08/25/2023 | WM | Review Documents      | Read new Sims memo.  | \$0.00 | 0.4  | \$0.00 |
| 08/25/2023 | WM | Meeting               | zoom re Sims   | \$0.00 | 1.5  | \$0.00 |
| 08/28/2023 | WM | Phone Call            | Discuss Sims with Jen Scullion   | \$0.00 | 0.2  | \$0.00 |
| 08/29/2023 | WM | Draft Email           | Revise and send memo to counsel re case against Sims.  | \$0.00 | 0.4  | \$0.00 |
| 09/07/2023 | WM | Review Documents      | Read email on Sims Complaint from co counsel.  | \$0.00 | 0.1  | \$0.00 |
| 10/02/2023 | AT | Research and Writing  | file opra request for fire & police department reports for sims dating sept 29 2023  | \$0.00 | 0.2  | \$0.00 |
| 10/23/2023 | WM | Review Documents      | Read JC documents from fire at Sims  | \$0.00 | 0.1  | \$0.00 |
| 10/24/2023 | AT | Filing                | file opra request for sims regarding october 23 fire   | \$0.00 | 0.1  | \$0.00 |
| 03/04/2024 | WM | Draft Email           | Email o counsel re Sims meeting.   | \$0.00 | 0.1  | \$0.00 |
| 03/05/2024 | WM | Draft Email           | email with Meyers re Sims.   | \$0.00 | 0.1  | \$0.00 |
| 03/05/2024 | AT | Review Documents      | SIMS research in preparation for meeting later today, review cases and memo  | \$0.00 | 0.6  | \$0.00 |
| 03/05/2024 | AT | Meeting               | SIMS meeting with potential clients and counsel  | \$0.00 | 0.8  | \$0.00 |
| 03/07/2024 | WM | Draft Agreement       | Draft Sims joint counsel agreement.  | \$0.00 | 0.9  | \$0.00 |
| 03/07/2024 | WM | Confer with Partner   | Discuss Sims commonality   | \$0.00 | 0.6  | \$0.00 |
| 03/07/2024 | DF | Research and Writing  | Reviewed Sims co-counsel agreement, researched Port Liberte, researched and discussed relevant class action law (e.g., commonality in multi-property nuisance, predominance factors, etc.) | \$0.00 | 5.4  | \$0.00 |
| 03/09/2024 | WM | Research and Writing  | Read research on Sims  | \$0.00 | 0.3  | \$0.00 |
| 03/09/2024 | DF | Research and Writing  | Researched nuisance class settlements  | \$0.00 | 1.0  | \$0.00 |
| 03/11/2024 | WM | Research and Writing  | Research for Sims certification and retainer.  | \$0.00 | 0.3  | \$0.00 |
| 03/15/2024 | DF | Review Documents      | Reviewed documents re Sims to begin drafting complaint   | \$0.00 | 2.0  | \$0.00 |
| 03/15/2024 | WM | Draft Agreement       | work on retainer agreement for Sims  | \$0.00 | 1.2  | \$0.00 |
| 03/15/2024 | WM | Phone Call            | Discuss best steps with co-counsel on Sims   | \$0.00 | 0.2  | \$0.00 |
| 03/18/2024 | WM | Draft Agreement       | Draft SIMS retainer.   | \$0.00 | 0.2  | \$0.00 |
| 03/20/2024 | WM | Meeting               | Zoom beings both class representatives for SIMS  | \$0.00 | 1.2  | \$0.00 |
| 03/21/2024 | DF | Draft Court Documents | Researched for and drafted Complaint; engaged in meeting w/prospective clients   | \$0.00 | 6.2  | \$0.00 |
| 03/26/2024 | WM | Review Documents      | Reviews DEP records fro SIMS.  | \$0.00 | 0.6  | \$0.00 |
| 03/27/2024 | WM | Confer with Partner   | Discuss Sims compplaint.   | \$0.00 | 0.2  | \$0.00 |
| 03/28/2024 | DF | Draft Court Documents | Researching for and drafting Sims Complaint  | \$0.00 | 2.5  | \$0.00 |
| 03/29/2024 | DF | Draft Court Documents | Reviewing documents for and drafting Sims Complaint  | \$0.00 | 15.2 | \$0.00 |
| 03/30/2024 | DF | Draft Court Documents | Researching for and drafting Sims Complaint  | \$0.00 | 7.8  | \$0.00 |
| 04/02/2024 | DF | Draft Court Documents | Drafting Sims Complaint  | \$0.00 | 4.2  | \$0.00 |

|            |    |                                |  |        |      |        |
|------------|----|--------------------------------|--|--------|------|--------|
| 04/02/2024 | DF | Draft Court Documents          | Drafting Sims Complaint  | \$0.00 | 0.6  | \$0.00 |
| 04/02/2024 | WM | Review Documents               | Review documents related to Sims operation                     | \$0.00 | 0.3  | \$0.00 |
| 04/03/2024 | DF | Draft Court Documents          | Drafted complaint  | \$0.00 | 13.1 | \$0.00 |
| 04/03/2024 | WM | Draft Court Documents          | Read and revise complaint.                                     | \$0.00 | 1.5  | \$0.00 |
| 04/03/2024 | WM | Draft Court Documents          | Revie and send draft complaint to co counsel.                  | \$0.00 | 1.2  | \$0.00 |
| 04/04/2024 | AT | Review Documents               | review draft of class action complaint                         | \$0.00 | 0.5  | \$0.00 |
| 04/10/2024 | WM | Research and Writing           | Research for complaint   | \$0.00 | 0.9  | \$0.00 |
| 04/10/2024 | DF | Draft Court Documents          | Amended Complaint to add JC ordinance                          | \$0.00 | 0.4  | \$0.00 |
| 04/11/2024 | WM | Draft Court Documents          | revise lawsuit.  | \$0.00 | 0.4  | \$0.00 |
| 04/11/2024 | WM | Confer with co-counsel         | Discuss complaint  | \$0.00 | 0.5  | \$0.00 |
| 04/11/2024 | DF | Confer with co-counsel         | Review co-counsel amendments to complaint, confer w/co-counsel | \$0.00 | 0.8  | \$0.00 |
| 04/12/2024 | WM | Confer with Partner            | Discuss complaint  | \$0.00 | 0.2  | \$0.00 |
| 04/12/2024 | AT | Prepare Discovery Response     | upload videos to youtube page                                  | \$0.00 | 0.6  | \$0.00 |
| 04/13/2024 | WM | Draft Agreement                | Send retainer to clients.                                      | \$0.00 | 0.2  | \$0.00 |
| 04/14/2024 | WM | Draft Email                    | Answer class rep questions                                     | \$0.00 | 0.2  | \$0.00 |
| 04/15/2024 | WM | Confer with Client             | work on response to questions from clients.                    | \$0.00 | 0.2  | \$0.00 |
| 04/15/2024 | WM | Confer with Client             | Confer with potential client.                                  | \$0.00 | 0.3  | \$0.00 |
| 04/15/2024 | AT | Research and Writing           | research monitoring devices pertinent to evidence for the case | \$0.00 | 0.5  | \$0.00 |
| 04/16/2024 | WM | Confer with Client             | Confer with Lionel Medina re lawsuit.                          | \$0.00 | 0.3  | \$0.00 |
| 04/16/2024 | WM | Confer with Client             | Answer client questions.                                       | \$0.00 | 0.4  | \$0.00 |
| 04/16/2024 | WM | Draft Email                    | Email with client. re complaint.                               | \$0.00 | 0.1  | \$0.00 |
| 04/16/2024 | WM | Draft Court Documents          | revise the Complaint.  | \$0.00 | 1.9  | \$0.00 |
| 04/17/2024 | WM | Draft Court Documents          | revise complaint.  | \$0.00 | 0.6  | \$0.00 |
| 04/17/2024 | WM | Draft Court Documents          | Revise complaint.  | \$0.00 | 0.3  | \$0.00 |
| 04/17/2024 | WM | Draft Email                    | Drat email to co counsel                                       | \$0.00 | 0.1  | \$0.00 |
| 04/17/2024 | WM | Research and Writing           | Research Sims activity   | \$0.00 | 0.3  | \$0.00 |
| 04/18/2024 | WM | Phone Call                     | Discuss complaint with city on cal with prosecutor.            | \$0.00 | 0.2  | \$0.00 |
| 04/21/2024 | WM | Confer with Client             | Discuss Complaint with Jen Scullion.                           | \$0.00 | 0.2  | \$0.00 |
| 04/22/2024 | WM | Research and Writing           | Confer with Lionel Medina re complaint.                        | \$0.00 | 0.2  | \$0.00 |
| 04/23/2024 | WM | Confer with testifying expert. | Confer with expert and insider expert needs.                   | \$0.00 | 0.5  | \$0.00 |
| 04/23/2024 | WM | Draft Court Documents          | Read client notes on Complaint                                 | \$0.00 | 0.3  | \$0.00 |

|            |    |                                |  |        |     |        |
|------------|----|--------------------------------|--|--------|-----|--------|
| 04/23/2024 | WM | Phone Call                     | Discuss complaint  | \$0.00 | 0.2 | \$0.00 |
| 04/23/2024 | WM | Confer with Partner            | Discuss complaint.   | \$0.00 | 0.1 | \$0.00 |
| 04/23/2024 | WM | Draft Documents                | Email with co sound and client.                                      | \$0.00 | 0.1 | \$0.00 |
| 04/24/2024 | WM | Draft Court Documents          | Revise complaint and confer with co counsel and clean tin same       | \$0.00 | 2.0 | \$0.00 |
| 04/24/2024 | WM | Confer with testifying expert. | Coffer with expert and review devices for measurements.              | \$0.00 | 0.7 | \$0.00 |
| 04/24/2024 | WM | Draft Court Documents          | revise complaint.  | \$0.00 | 0.9 | \$0.00 |
| 04/25/2024 | WM | Draft Court Documents          | Edit Complaint.  | \$0.00 | 1.2 | \$0.00 |
| 04/25/2024 | WM | Draft Court Documents          | revise complaint   | \$0.00 | 0.2 | \$0.00 |
| 04/26/2024 | WM | Draft Court Documents          | Calls re Complaint.  | \$0.00 | 0.3 | \$0.00 |
| 04/26/2024 | WM | Draft Email                    | Email clients update   | \$0.00 | 0.2 | \$0.00 |
| 04/26/2024 | WM | Phone Call                     | Calls re complaint.  | \$0.00 | 0.4 | \$0.00 |
| 04/26/2024 | WM | Phone Call                     | Arrange meeting Jersey Journal                                       | \$0.00 | 0.3 | \$0.00 |
| 04/26/2024 | WM | Meeting                        | Meet clients and reporter  | \$0.00 | 1.8 | \$0.00 |
| 04/26/2024 | DF | Service of Process             | Drafted summonses and uploaded Summons(es) and Complaint for service | \$0.00 | 0.5 | \$0.00 |
| 04/27/2024 | WM | Review Documents               | Read email from engineering expert re retainer                       | \$0.00 | 0.1 | \$0.00 |
| 04/27/2024 | WM | Meeting                        | M<eet Journmalois From Jersey City Times.                            | \$0.00 | 1.0 | \$0.00 |
| 04/28/2024 | WM | Phone Call                     | Calls re Jersey Journal article.                                     | \$0.00 | 0.2 | \$0.00 |
| 04/28/2024 | WM | Draft Email                    | email expert   | \$0.00 | 0.1 | \$0.00 |
| 04/29/2024 | WM | Draft Email                    | Email clients  | \$0.00 | 0.1 | \$0.00 |
| 04/29/2024 | WM | Phone Call                     | Call with press dn client  | \$0.00 | 0.2 | \$0.00 |
| 04/29/2024 | AT | Phone Call                     | phone call with seth kudler, type email to partners                  | \$0.00 | 0.2 | \$0.00 |
| 04/29/2024 | WM | Phone Call                     | Call with Seth Kudler  | \$0.00 | 0.2 | \$0.00 |
| 04/30/2024 | WM | Review Documents               | Review devices   | \$0.00 | 0.1 | \$0.00 |
| 04/30/2024 | WM | Phone Call                     | Dicuss case status and call with adversaries.                        | \$0.00 | 0.2 | \$0.00 |
| 04/30/2024 | WM | Discussion with Adversaries    | Call re meeting  | \$0.00 | 0.2 | \$0.00 |
| 05/01/2024 | WM | Draft Email                    | draft email update to class reps.                                    | \$0.00 | 0.9 | \$0.00 |
| 05/01/2024 | AT | Research and Writing           | create noise level cheat sheet                                       | \$0.00 | 0.3 | \$0.00 |
| 05/01/2024 | WM | Meeting                        | Meet with Sims lawyers   | \$0.00 | 0.6 | \$0.00 |
| 05/01/2024 | WM | Review Documents               | Review EPA data.   | \$0.00 | 0.2 | \$0.00 |
| 05/01/2024 | WM | Phone Call                     | Debrief on meeting with Sims   | \$0.00 | 0.2 | \$0.00 |
| 05/01/2024 | DF | Confer with Partner            | Conferred w/partner re adversary meeting                             | \$0.00 | 0.2 | \$0.00 |
| 05/01/2024 | WM | Confer with Client             | Discuss case status.   | \$0.00 | 0.2 | \$0.00 |
| 05/09/2024 | WM | Draft Email                    | Update class representatives.  | \$0.00 | 0.5 | \$0.00 |
| 05/09/2024 | AT | File Documents with Court      | download service of process to icloud, upload to ecourts             | \$0.00 | 0.2 | \$0.00 |
| 05/23/2024 | WM | Phone Call                     | Call with Deb Italiano of Sustainable JC re air quality issues.      | \$0.00 | 0.4 | \$0.00 |

|            |    |                                |   |        |     |        |
|------------|----|--------------------------------|---|--------|-----|--------|
| 05/24/2024 | WM | Draft Email                    | Read and respond to email from co counsel on case status.                         | \$0.00 | 0.1 | \$0.00 |
| 06/03/2024 | WM | Memo Drafting                  | Draft memo to Engineering expert.   | \$0.00 | 0.4 | \$0.00 |
| 06/04/2024 | WM | Review Documents               | review issues for sound expert.   | \$0.00 | 0.3 | \$0.00 |
| 06/05/2024 | WM | Memo Drafting                  | Draft memo to expert re engineering opinion.                                      | \$0.00 | 1.2 | \$0.00 |
| 06/05/2024 | AT | Site Visit                     | assist with recording video of site for expert analysis                           | \$0.00 | 0.5 | \$0.00 |
| 06/05/2024 | AT | Review Documents               | review service of process status, report to partners                              | \$0.00 | 0.2 | \$0.00 |
| 06/05/2024 | WM | Memo Drafting                  | Draft client update memo.   | \$0.00 | 1.3 | \$0.00 |
| 06/05/2024 | WM | Meeting                        | Meet with Sustainable JC re air quality issue at Port Libertè                     | \$0.00 | 1.0 | \$0.00 |
| 06/05/2024 | AT | Meeting                        | meeting with deb italiano   | \$0.00 | 1.1 | \$0.00 |
| 06/05/2024 | WM | Memo Drafting                  | Draft memo to client.   | \$0.00 | 0.4 | \$0.00 |
| 06/05/2024 | DF | Review Documents               | Reviewed and revised memo to clients  | \$0.00 | 0.2 | \$0.00 |
| 06/06/2024 | AT | Meeting                        | Donald H. meeting   | \$0.00 | 0.9 | \$0.00 |
| 06/06/2024 | WM | Meeting                        | Meet witness Don H.   | \$0.00 | 0.9 | \$0.00 |
| 06/06/2024 | WM | Memo Drafting                  | Sned memo to clients updateing them.  | \$0.00 | 0.3 | \$0.00 |
| 06/10/2024 | DF | Review Documents               | Reviewed and revised memo to potential expert                                     | \$0.00 | 0.4 | \$0.00 |
| 06/11/2024 | WM | Memo Drafting                  | Memo to engineering expert re investigation                                       | \$0.00 | 0.2 | \$0.00 |
| 06/11/2024 | WM | Draft Email                    | email co counsel re expert issue and review recording of expert (Craig Moskowitz) | \$0.00 | 0.2 | \$0.00 |
| 06/11/2024 | WM | Draft Email                    | Email l c o counsel re expert financing.  | \$0.00 | 0.2 | \$0.00 |
| 06/12/2024 | WM | Confer with testifying expert. | Discuss air sampling with expert team   | \$0.00 | 1.0 | \$0.00 |
| 06/12/2024 | WM | Phone Call                     | Call re new class   | \$0.00 | 0.2 | \$0.00 |
| 06/12/2024 | WM | Meet Client                    | Zoom meeting re case status.  | \$0.00 | 0.7 | \$0.00 |
| 06/13/2024 | WM | Draft Email                    | Draft email to Condo III Residents.   | \$0.00 | 0.5 | \$0.00 |
| 06/13/2024 | AT | Review Documents               | proofread letter to condo III residents   | \$0.00 | 0.2 | \$0.00 |
| 06/13/2024 | WM | Draft Email                    | Email Condo III rep   | \$0.00 | 0.1 | \$0.00 |
| 06/13/2024 | WM | Phone Call                     | Call tih potentil reps fro additional class                                       | \$0.00 | 0.2 | \$0.00 |
| 06/14/2024 | WM | Review Documents               | review Vertex report for HOA.   | \$0.00 | 0.5 | \$0.00 |
| 06/15/2024 | WM | Confer with Client             | Confer with Ekaterina re uploading video to Dropbox                               | \$0.00 | 0.3 | \$0.00 |
| 06/15/2024 | WM | Review Documents               | Review air expert report.   | \$0.00 | 0.4 | \$0.00 |
| 06/17/2024 | DF | Review Documents               | Reviewed Condo 2 Reports  | \$0.00 | 0.3 | \$0.00 |
| 06/18/2024 | WM | Confer with testifying expert. | Update engineering expert.  | \$0.00 | 0.1 | \$0.00 |
| 06/18/2024 | WM | Phone Call                     | Call with Condo II Board president re experience at Condo II                      | \$0.00 | 0.7 | \$0.00 |
| 06/19/2024 | WM | Review Documents               | Review client videos and email clients and prospective clients                    | \$0.00 | 0.7 | \$0.00 |
| 06/19/2024 | WM | Review Documents               | Review video of Sims activity   | \$0.00 | 0.2 | \$0.00 |
| 06/20/2024 | WM | Draft Court Documents          | Review client. videos.  | \$0.00 | 0.3 | \$0.00 |
| 06/20/2024 | WM | Phone Call                     | Call with adversary re case and then partner                                      | \$0.00 | 0.5 | \$0.00 |

|            |    |                        |  |        |     |        |
|------------|----|------------------------|--|--------|-----|--------|
| 06/20/2024 | WM | Research and Writing   | Research issue related to conflict as resident of Port Libertè   | \$0.00 | 0.3 | \$0.00 |
| 06/22/2024 | WM | Draft Email            | email Condo III protective class reps.                           | \$0.00 | 0.1 | \$0.00 |
| 06/25/2024 | WM | Phone Call             | Call with noise experts.   | \$0.00 | 1.0 | \$0.00 |
| 06/25/2024 | WM | Phone Call             | Interview witness  | \$0.00 | 0.4 | \$0.00 |
| 06/25/2024 | AT | Phone Call             | interview witness  | \$0.00 | 0.4 | \$0.00 |
| 06/26/2024 | AT | Send Documents         | draft and send opra request to hudson regional health commission | \$0.00 | 0.3 | \$0.00 |
| 06/26/2024 | AT | Research and Writing   | memo draft re: attorneys in class actions                        | \$0.00 | 1.0 | \$0.00 |
| 06/26/2024 | WM | Phone Call             | Call with adversary and then potential Condo III Rep             | \$0.00 | 0.4 | \$0.00 |
| 06/27/2024 | WM | Draft Documents        | Prepare OPRA request.  | \$0.00 | 0.2 | \$0.00 |
| 06/27/2024 | AT | Send Documents         | draft and send updated opra request                              | \$0.00 | 0.2 | \$0.00 |
| 06/27/2024 | AT | Research and Writing   | research for attorney conflict memo                              | \$0.00 | 0.7 | \$0.00 |
| 06/27/2024 | WM | Research and Writing   | Research issue of conflict for lawyer who is in class.           | \$0.00 | 0.4 | \$0.00 |
| 06/27/2024 | AT | Confer with Partner    | confer with partner regarding conflict of interest research      | \$0.00 | 0.2 | \$0.00 |
| 06/30/2024 | WM | Confer with Client     | Dicuss fier and receive and view videos.                         | \$0.00 | 0.6 | \$0.00 |
| 07/01/2024 | WM | Confer with co-counsel | Discuss additional classes.                                      | \$0.00 | 1.0 | \$0.00 |
| 07/02/2024 | WM | Review Documents       | OPRA request response and prep for meeting.                      | \$0.00 | 0.1 | \$0.00 |
| 07/02/2024 | WM | Draft Court Documents  | Prepare for meeting with Condo III reps                          | \$0.00 | 0.4 | \$0.00 |
| 07/02/2024 | WM | Meet Client            | Prep for and meet new class members                              | \$0.00 | 2.5 | \$0.00 |
| 07/02/2024 | DF | Confer with Client     | Prep for and meet w/potential class reps for other classes       | \$0.00 | 2.1 | \$0.00 |
| 07/03/2024 | WM | Phone Call             | Call with resident witness and email expert.                     | \$0.00 | 0.4 | \$0.00 |
| 07/09/2024 | DF | Review Documents       | Reviewed Answer  | \$0.00 | 0.3 | \$0.00 |
| 07/10/2024 | DF | Confer with Partner    | Discuss case and strategy w/partner                              | \$0.00 | 0.3 | \$0.00 |
| 07/10/2024 | WM | Confer with Partner    | Discuss research issues and discovery                            | \$0.00 | 0.3 | \$0.00 |
| 07/10/2024 | WM | Review Documents       | Review materials for next steps in case.                         | \$0.00 | 0.3 | \$0.00 |
| 07/11/2024 | WM | Confer with Client     | Discuss facts-issues at Sims                                     | \$0.00 | 1.5 | \$0.00 |
| 07/12/2024 | WM | Confer with Partner    | Discuss discovery, motion to for certification.                  | \$0.00 | 0.2 | \$0.00 |
| 07/17/2024 | WM | Draft Email            | Response email condo 2 potential client                          | \$0.00 | 0.1 | \$0.00 |
| 07/18/2024 | AT | Review Documents       | review opra documents  | \$0.00 | 2.2 | \$0.00 |
| 07/19/2024 | AT | Draft Documents        | draft and file opra request                                      | \$0.00 | 0.2 | \$0.00 |
| 07/19/2024 | WM | Memo Drafting          | Draft internal memo, regarding case status, and next steps       | \$0.00 | 1.1 | \$0.00 |
| 07/22/2024 | WM | Research and Writing   | Research and write memo on next steps                            | \$0.00 | 1.3 | \$0.00 |
| 07/22/2024 | WM | Memo Drafting          | Research and prepare men for cases status and next steps.        | \$0.00 | 3.3 | \$0.00 |
| 07/22/2024 | DF | Confer with Partner    | Call w/partner and associate re document demand                  | \$0.00 | 1.0 | \$0.00 |
| 07/23/2024 | WM | Memo Drafting          | Draft memo to team re litigation strategy.                       | \$0.00 | 2.1 | \$0.00 |

|            |    |                            |  |        |     |        |
|------------|----|----------------------------|--|--------|-----|--------|
| 07/23/2024 | AT | Memo Drafting              | research and draft memo on attorney conflict of interest in class actions  | \$0.00 | 1.0 | \$0.00 |
| 07/23/2024 | WM | Memo Drafting              | Draft memo regarding next steps and Sims litigation  | \$0.00 | 1.5 | \$0.00 |
| 07/23/2024 | AT | Draft Documents            | draft letter responding to request for production pursuant to 4:18-2, attempt to redact emails for supplemental production | \$0.00 | 0.8 | \$0.00 |
| 07/23/2024 | WM | Memo Drafting              | Draft strategy memo  | \$0.00 | 0.7 | \$0.00 |
| 07/24/2024 | WM | Memo Drafting              | Draft memo on next steps   | \$0.00 | 1.4 | \$0.00 |
| 07/24/2024 | AT | Research and Writing       | research similar class actions in federal court and their respective outcomes  | \$0.00 | 0.6 | \$0.00 |
| 07/24/2024 | WM | Memo Drafting              | Draft stagey memo  | \$0.00 | 1.4 | \$0.00 |
| 07/24/2024 | WM | Memo Drafting              | Draft litigation strategy and recommendation memo  | \$0.00 | 1.5 | \$0.00 |
| 07/25/2024 | WM | Memo Drafting              | Draft litigation strategy  | \$0.00 | 0.6 | \$0.00 |
| 07/25/2024 | WM | Phone Call                 | Call with potential experts.   | \$0.00 | 0.3 | \$0.00 |
| 07/25/2024 | WM | Phone Call                 | Call with lawyer   | \$0.00 | 0.4 | \$0.00 |
| 07/25/2024 | WM | Prepare Discovery Response | Prepare response to letter requesting documents, referred to in complaint  | \$0.00 | 0.2 | \$0.00 |
| 07/25/2024 | AT | Prepare Documents          | draft notice to produce and first set of interrogatories   | \$0.00 | 2.0 | \$0.00 |
| 07/25/2024 | WM | Memo Drafting              | Draft strategy memo  | \$0.00 | 0.3 | \$0.00 |
| 07/26/2024 | WM | Memo Drafting              | Draft memo regarding next steps and strategy   | \$0.00 | 0.8 | \$0.00 |
| 07/26/2024 | AT | Draft Court Documents      | draft notice to produce  | \$0.00 | 0.5 | \$0.00 |
| 07/27/2024 | WM | Memo Drafting              | Draft research memo  | \$0.00 | 1.1 | \$0.00 |
| 07/27/2024 | WM | Memo Drafting              | Write memo about strategy and next steps   | \$0.00 | 1.5 | \$0.00 |
| 07/29/2024 | WM | Memo Drafting              | Draft strategy memo  | \$0.00 | 1.0 | \$0.00 |
| 07/29/2024 | AT | Review Documents           | review litigation strategy memo for typos, understand message  | \$0.00 | 1.3 | \$0.00 |
| 07/29/2024 | AT | Research and Writing       | research new england sims lawsuit history  | \$0.00 | 0.5 | \$0.00 |
| 07/29/2024 | WM | Memo Drafting              | Finalize and Strategy se memo to team  | \$0.00 | 0.5 | \$0.00 |
| 07/29/2024 | WM | Phone Call                 | talk to Vertex and toxicologist  | \$0.00 | 0.5 | \$0.00 |
| 07/29/2024 | DF | Review Documents           | Reviewed/revised document demand letter  | \$0.00 | 0.1 | \$0.00 |
| 07/30/2024 | WM | Review Documents           | Review expert Gina fides   | \$0.00 | 0.1 | \$0.00 |
| 07/30/2024 | AT | Draft Letter               | finalize and send response to document demand  | \$0.00 | 0.6 | \$0.00 |
| 07/30/2024 | WM | Review Documents           | Review documents from OPRA request ad confer with expert prospects.  | \$0.00 | 1.0 | \$0.00 |
| 07/30/2024 | WM | Review Documents           | Read documents form Hudson regional health.  | \$0.00 | 0.2 | \$0.00 |
| 07/30/2024 | WM | Research and Writing       | Research privilege issues.   | \$0.00 | 0.2 | \$0.00 |
| 07/31/2024 | AT | Send Documents             | draft and send OPRA request for noise complaints related to the sims facility  | \$0.00 | 0.2 | \$0.00 |
| 07/31/2024 | WM | Phone Call                 | Screen experts.  | \$0.00 | 0.2 | \$0.00 |
| 07/31/2024 | WM | Phone Call                 | Discuss expert procurement   | \$0.00 | 0.2 | \$0.00 |
| 07/31/2024 | WM | Review Documents           | Review document from Hudson Regional Health  | \$0.00 | 0.6 | \$0.00 |

|            |    |                                |   |        |     |        |
|------------|----|--------------------------------|---|--------|-----|--------|
| 07/31/2024 | WM | Prepare Discovery Request      | Draft Documents Demand.   | \$0.00 | 1.1 | \$0.00 |
| 07/31/2024 | WM | Discussion with Adversaries    | Call with Leo Hurley re Sims attempt to disqualify.   | \$0.00 | 0.2 | \$0.00 |
| 08/01/2024 | AT | Review Documents               | scan and review letter from hurley re: conflicts  | \$0.00 | 0.3 | \$0.00 |
| 08/01/2024 | WM | Research and Writing           | Research Disqualification issue.  | \$0.00 | 1.0 | \$0.00 |
| 08/01/2024 | DF | Review Documents               | Reviewed memo, reviewed adversary DQ letter, researched in preparation for strategy call                | \$0.00 | 1.6 | \$0.00 |
| 08/01/2024 | AT | Meeting                        | confer with partners and co counsel regarding case strategy   | \$0.00 | 1.5 | \$0.00 |
| 08/01/2024 | WM | Meeting                        | Meet with attorneys to discuss strategy   | \$0.00 | 1.8 | \$0.00 |
| 08/01/2024 | DF | Meeting                        | Meet w/partner, associate and co-counsel re strategy  | \$0.00 | 1.7 | \$0.00 |
| 08/01/2024 | WM | Draft Documents                | Draft email to advisory re Sims Miniapol recycling.   | \$0.00 | 0.3 | \$0.00 |
| 08/02/2024 | WM | Confer with Client             | Communicate with clients regarding conditions at Sims.  | \$0.00 | 0.1 | \$0.00 |
| 08/02/2024 | WM | Draft Letter                   | Draft response to adversary disuqliftion letter   | \$0.00 | 0.6 | \$0.00 |
| 08/02/2024 | WM | Confer with testifying expert. | Interview expert for air sampling.  | \$0.00 | 0.3 | \$0.00 |
| 08/02/2024 | WM | Review Documents               | Research-investigate additional class   | \$0.00 | 0.4 | \$0.00 |
| 08/02/2024 | WM | Draft Documents                | research and respond to letter from Sims Counsel re disqualification                                    | \$0.00 | 0.5 | \$0.00 |
| 08/03/2024 | WM | Prepare Discovery Request      | Work in document demand and Interrogatories   | \$0.00 | 0.3 | \$0.00 |
| 08/03/2024 | WM | Prepare Discovery Request      | Draft request fior Production of Documents.   | \$0.00 | 1.3 | \$0.00 |
| 08/03/2024 | WM | Prepare Discovery Request      | Draft Interrogatorie.   | \$0.00 | 1.5 | \$0.00 |
| 08/03/2024 | WM | Prepare Discovery Request      | Draft Interrogatories.  | \$0.00 | 0.1 | \$0.00 |
| 08/05/2024 | WM | Research and Writing           | Research and draft response to adversary disqualification letter  | \$0.00 | 0.6 | \$0.00 |
| 08/05/2024 | AT | Phone Call                     | call hudson regional health regarding air and noise sampling at sims location after June 2024 fire      | \$0.00 | 0.2 | \$0.00 |
| 08/05/2024 | AT | Phone Call                     | call/email prospective class memebbers with partner   | \$0.00 | 0.6 | \$0.00 |
| 08/05/2024 | WM | Research and Writing           | Research for new classes.   | \$0.00 | 1.3 | \$0.00 |
| 08/05/2024 | AT | Phone Call                     | phone call regarding potential class reps   | \$0.00 | 0.5 | \$0.00 |
| 08/05/2024 | WM | Phone Call                     | Discuss potential new class member  | \$0.00 | 0.5 | \$0.00 |
| 08/05/2024 | WM | Draft Documents                | Respond to Disqualification lawyer.   | \$0.00 | 1.6 | \$0.00 |
| 08/05/2024 | DF | Review Documents               | Reviewed and revised interrogatories  | \$0.00 | 1.1 | \$0.00 |
| 08/06/2024 | WM | Phone Call                     | Call with DEP re Sims history.  | \$0.00 | 0.8 | \$0.00 |
| 08/06/2024 | AT | Meeting                        | meeti with industrial hygenist  | \$0.00 | 0.9 | \$0.00 |
| 08/06/2024 | WM | Office Logistics               | Work on procuring expert including interview and review of credentials.                                 | \$0.00 | 1.2 | \$0.00 |
| 08/06/2024 | AT | Phone Call                     | phone call with hudson regional health  | \$0.00 | 0.2 | \$0.00 |
| 08/06/2024 | AT | Obtain Documents               | file OPRA requests with the NJ DEP and Hudson regional health commission regarding reports on sims site | \$0.00 | 0.6 | \$0.00 |

|            |    |                                |   |        |     |        |
|------------|----|--------------------------------|---|--------|-----|--------|
| 08/06/2024 | WM | Phone Call                     | Call with DEP re SIMS.  | \$0.00 | 0.5 | \$0.00 |
| 08/06/2024 | WM | Review Documents               | Review documents from OPRA request  | \$0.00 | 0.6 | \$0.00 |
| 08/07/2024 | WM | Memo Drafting                  | Update memo to team on interviews.  | \$0.00 | 0.7 | \$0.00 |
| 08/07/2024 | AT | Phone Call                     | interview potential class representatives   | \$0.00 | 0.3 | \$0.00 |
| 08/07/2024 | WM | Phone Call                     | Call withpotneitla client and research on case.   | \$0.00 | 0.6 | \$0.00 |
| 08/07/2024 | WM | Confer with co-counsel         | Discuss next steps in case and strategy.  | \$0.00 | 0.2 | \$0.00 |
| 08/07/2024 | WM | Draft Letter                   | Draft response to Disqualification letter.  | \$0.00 | 0.9 | \$0.00 |
| 08/07/2024 | AT | Meeting                        | meeting with experts  | \$0.00 | 0.9 | \$0.00 |
| 08/07/2024 | WM | Meeting                        | Meet with potential expert.   | \$0.00 | 0.9 | \$0.00 |
| 08/07/2024 | WM | Confer with Associate          | Discuss Sims Strategy.  | \$0.00 | 0.2 | \$0.00 |
| 08/07/2024 | AT | Phone Call                     | confer with partner on class action strategy  | \$0.00 | 0.2 | \$0.00 |
| 08/07/2024 | AT | Phone Call                     | interview with potential class reps   | \$0.00 | 0.3 | \$0.00 |
| 08/07/2024 | WM | Research and Writing           | Draft response to letter, seeking to disqualify and do research various issues for Case | \$0.00 | 1.9 | \$0.00 |
| 08/07/2024 | DF | Review Documents               | Reviewed and revised letter to Leo Hurley re DQ   | \$0.00 | 0.4 | \$0.00 |
| 08/07/2024 | DF | Meeting                        | Met w/potential air expert  | \$0.00 | 0.9 | \$0.00 |
| 08/08/2024 | WM | Research and Writing           | Research and review documents   | \$0.00 | 0.6 | \$0.00 |
| 08/08/2024 | AT | Draft Documents                | update potential class rep spreadsheet  | \$0.00 | 0.2 | \$0.00 |
| 08/08/2024 | WM | Confer with co-counsel         | Discuss Disqualification with Justin Myers.   | \$0.00 | 0.3 | \$0.00 |
| 08/08/2024 | AT | Phone Call                     | talk with potential class reps  | \$0.00 | 0.3 | \$0.00 |
| 08/08/2024 | AT | Meeting                        | attend meeting with possible expert   | \$0.00 | 0.8 | \$0.00 |
| 08/08/2024 | AT | Phone Call                     | confer with partners a co counsel regarding experts                                     | \$0.00 | 0.5 | \$0.00 |
| 08/08/2024 | WM | Phone Call                     | Calls with resident, potential expert , and team  | \$0.00 | 1.6 | \$0.00 |
| 08/08/2024 | DF | Meeting                        | Met w/expert, debriefed w/co-counsel  | \$0.00 | 1.2 | \$0.00 |
| 08/08/2024 | WM | Research and Writing           | work on expert screening.   | \$0.00 | 0.6 | \$0.00 |
| 08/09/2024 | WM | Prepare Discovery Request      | Finalize and send Discovery requests.   | \$0.00 | 1.3 | \$0.00 |
| 08/09/2024 | AT | Research and Writing           | find complaint in similar case, send to partners and co counsel                         | \$0.00 | 0.1 | \$0.00 |
| 08/09/2024 | AT | Phone Call                     | interview potential class reps  | \$0.00 | 0.2 | \$0.00 |
| 08/09/2024 | WM | Phone Call                     | Call to gather evidence.  | \$0.00 | 0.4 | \$0.00 |
| 08/09/2024 | WM | Research and Writing           | Research relavtn law and regulations for clams.   | \$0.00 | 0.5 | \$0.00 |
| 08/09/2024 | WM | Research and Writing           | Research experts and academic papers on air emissions from metal recycling facilities.  | \$0.00 | 1.0 | \$0.00 |
| 08/11/2024 | WM | Research and Writing           | Research legal issue for class certification  | \$0.00 | 1.0 | \$0.00 |
| 08/12/2024 | AT | Meeting                        | meeting with expert   | \$0.00 | 1.0 | \$0.00 |
| 08/12/2024 | DF | Meeting                        | Reviewed expert documents and conferred with/vetted expert                              | \$0.00 | 1.2 | \$0.00 |
| 08/12/2024 | WM | Confer with testifying expert. | Call with Joe Cocciardi expert  | \$0.00 | 1.0 | \$0.00 |

|            |    |                               |  |        |     |        |
|------------|----|-------------------------------|--|--------|-----|--------|
| 08/12/2024 | WM | Draft Letter                  | Call with Ali and then finalize and send letter to him regarding request to withdraw | \$0.00 | 0.8 | \$0.00 |
| 08/12/2024 | WM | Confer with co-counsel        | Discuss case strategy  | \$0.00 | 0.4 | \$0.00 |
| 08/13/2024 | AT | Review Documents              | review OPRA response   | \$0.00 | 0.7 | \$0.00 |
| 08/13/2024 | WM | Draft Email                   | Work to retain expert.   | \$0.00 | 0.3 | \$0.00 |
| 08/14/2024 | WM | Confer with Associate         | Discuss OPRA response from DEP   | \$0.00 | 0.2 | \$0.00 |
| 08/14/2024 | AT | Document Review               | review and index documents   | \$0.00 | 2.2 | \$0.00 |
| 08/14/2024 | WM | Review Documents              | Discuss new documents from DEP   | \$0.00 | 0.2 | \$0.00 |
| 08/14/2024 | WM | Draft Email                   | Hire expert.   | \$0.00 | 0.2 | \$0.00 |
| 08/14/2024 | WM | Phone Call                    | Confer with expert. commonly re retention  | \$0.00 | 0.2 | \$0.00 |
| 08/15/2024 | WM | Memo Drafting                 | Draft client update.   | \$0.00 | 0.7 | \$0.00 |
| 08/15/2024 | AT | Review Documents              | review co-counsel letter and 3rd party subpoenas                                     | \$0.00 | 0.1 | \$0.00 |
| 08/15/2024 | WM | Draft Documents               | Draft client update.   | \$0.00 | 1.9 | \$0.00 |
| 08/15/2024 | WM | Memo Drafting                 | Draft client update memo   | \$0.00 | 1.0 | \$0.00 |
| 08/15/2024 | WM | Memo Drafting                 | Draft cleat update memo and do legal research  | \$0.00 | 1.1 | \$0.00 |
| 08/15/2024 | DF | Review Documents              | Reviewed and revised client memo   | \$0.00 | 0.9 | \$0.00 |
| 08/16/2024 | WM | Memo Drafting                 | Revize memo to class representatives.  | \$0.00 | 0.4 | \$0.00 |
| 08/16/2024 | AT | Review Documents              | review and compile exhibits for letter to class reps                                 | \$0.00 | 0.6 | \$0.00 |
| 08/16/2024 | AT | Review Documents              | finalize memo to clients   | \$0.00 | 0.2 | \$0.00 |
| 08/16/2024 | DF | Research and Writing          | Researched multi-subclass class actions  | \$0.00 | 1.1 | \$0.00 |
| 08/16/2024 | AT | Review Documents              | review opra documents, send to partners and record in index                          | \$0.00 | 0.6 | \$0.00 |
| 08/16/2024 | AT | Send Documents                | compile documents, send to partner   | \$0.00 | 0.2 | \$0.00 |
| 08/19/2024 | AT | Confer with Partner           | discuss class representative possibilities   | \$0.00 | 0.2 | \$0.00 |
| 08/19/2024 | WM | Confer with Associate         | Discuss additional classes.  | \$0.00 | 0.2 | \$0.00 |
| 08/19/2024 | WM | Confer with Consulting Expert | Discuss water issue  | \$0.00 | 0.2 | \$0.00 |
| 08/20/2024 | WM | Draft Email                   | Review documents and emails expert re same.  | \$0.00 | 0.5 | \$0.00 |
| 08/20/2024 | WM | Draft Court Documents         | Draft Amended Complaint  | \$0.00 | 2.0 | \$0.00 |
| 08/21/2024 | WM | Draft Documents               | Review documents and amend complaint   | \$0.00 | 1.6 | \$0.00 |
| 08/21/2024 | AT | Draft Documents               | draft retainers for new class reps   | \$0.00 | 0.3 | \$0.00 |
| 08/21/2024 | WM | Draft Court Documents         | Revize Sims complaint  | \$0.00 | 0.9 | \$0.00 |
| 08/21/2024 | WM | Draft Court Documents         | Review documents and draft amended complaint   | \$0.00 | 2.8 | \$0.00 |
| 08/22/2024 | AT | Send Documents                | send out retainers to new class reps   | \$0.00 | 0.3 | \$0.00 |
| 08/22/2024 | WM | Draft Court Documents         | Draft amended complaint and review documents and research.                           | \$0.00 | 5.2 | \$0.00 |
| 08/22/2024 | AT | Phone Call                    | phone call with sarah wiss   | \$0.00 | 0.4 | \$0.00 |
| 08/22/2024 | WM | Phone Call                    | Interview potential new class representative.  | \$0.00 | 0.4 | \$0.00 |

|            |    |                                |   |        |     |        |
|------------|----|--------------------------------|---|--------|-----|--------|
| 08/22/2024 | WM | Research and Writing           | Research regarding claims of additional classes.  | \$0.00 | 0.7 | \$0.00 |
| 08/23/2024 | DF | Review Documents               | Reviewed, researched for and revised Amended Complaint  | \$0.00 | 9.5 | \$0.00 |
| 08/23/2024 | WM | Draft Court Documents          | Review amended complaint  | \$0.00 | 0.2 | \$0.00 |
| 08/23/2024 | AT | Confer with Partner            | discuss class certification with partners   | \$0.00 | 1.5 | \$0.00 |
| 08/23/2024 | AT | Meeting                        | meet with potential class rep and partners to discuss case strategy   | \$0.00 | 0.9 | \$0.00 |
| 08/23/2024 | WM | Meeting                        | review issues related to amended complaint, attend meeting on Zoom with partner and associate re same and interview potential new class rep | \$0.00 | 2.8 | \$0.00 |
| 08/25/2024 | WM | Draft Email                    | Emails with expert re site visit.   | \$0.00 | 0.4 | \$0.00 |
| 08/25/2024 | WM | Draft Email                    | Draft email about expert meeting  | \$0.00 | 0.2 | \$0.00 |
| 08/25/2024 | WM | Meeting                        | Meet member of new class  | \$0.00 | 0.6 | \$0.00 |
| 08/25/2024 | WM | Meeting                        | Meet Justin Meyers to discuss case strategy   | \$0.00 | 1.0 | \$0.00 |
| 08/26/2024 | WM | Research and Writing           | Research re new classes.  | \$0.00 | 1.2 | \$0.00 |
| 08/26/2024 | WM | Memo Drafting                  | Draft memo re additional classes issues.  | \$0.00 | 0.9 | \$0.00 |
| 08/26/2024 | WM | Confer with Partner            | Discuss amending the complaint.   | \$0.00 | 1.3 | \$0.00 |
| 08/26/2024 | AT | Prepare Documents              | create map of port liberte in anticipation of Friday site visit w/ clients  | \$0.00 | 1.0 | \$0.00 |
| 08/26/2024 | DF | Draft Court Documents          | Revised Complaint to First Amended Complaint  | \$0.00 | 0.9 | \$0.00 |
| 08/26/2024 | WM | Draft Court Documents          | Read revised amended complaint  | \$0.00 | 0.2 | \$0.00 |
| 08/28/2024 | AT | Draft Documents                | work on motion to amend complaint documents   | \$0.00 | 1.2 | \$0.00 |
| 08/28/2024 | WM | Draft Court Documents          | Draft amended complaint   | \$0.00 | 0.3 | \$0.00 |
| 08/28/2024 | AT | Draft Documents                | draft certification   | \$0.00 | 0.2 | \$0.00 |
| 08/28/2024 | AT | Review Documents               | review amended certification for motion to amend complaint  | \$0.00 | 0.1 | \$0.00 |
| 08/28/2024 | WM | Draft Court Documents          | Draft amended complaint.  | \$0.00 | 0.7 | \$0.00 |
| 08/28/2024 | AT | File Documents with Court      | finalize and file motion to amend complaint   | \$0.00 | 0.7 | \$0.00 |
| 08/28/2024 | WM | Research and Writing           | Read academic papers on the health impact of metal recycling facilities   | \$0.00 | 2.3 | \$0.00 |
| 08/28/2024 | WM | Research and Writing           | Research related metal recycling  | \$0.00 | 0.8 | \$0.00 |
| 08/29/2024 | WM | Office Logistics               | Set up meeting.   | \$0.00 | 1.0 | \$0.00 |
| 08/29/2024 | WM | Confer with Partner            | Discuss discovery issues.   | \$0.00 | 0.2 | \$0.00 |
| 08/30/2024 | WM | Research and Writing           | Research in preparation for expert meeting.   | \$0.00 | 1.6 | \$0.00 |
| 08/30/2024 | AT | Prepare Documents              | work on posterboard of satellite imagery for condo development  | \$0.00 | 0.3 | \$0.00 |
| 08/30/2024 | WM | Confer with testifying expert. | Join expert Site Visit  | \$0.00 | 8.5 | \$0.00 |
| 08/31/2024 | WM | Confer with testifying expert. | Join expert Site Visit Day 2  | \$0.00 | 2.7 | \$0.00 |

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|------------|----|--------------------------------|---|--------|-----|--------|
| 08/31/2024 | WM | Research and Writing           | Research related to metal recycling facilities  | \$0.00 | 0.8 | \$0.00 |
| 09/02/2024 | WM | Draft Email                    | Email with expert team re sampling and review materials.                                | \$0.00 | 0.8 | \$0.00 |
| 09/03/2024 | WM | Confer with co-counsel         | Discuss expert report with Justin Meyers  | \$0.00 | 0.3 | \$0.00 |
| 09/03/2024 | WM | Research and Writing           | Research relevant cases   | \$0.00 | 0.8 | \$0.00 |
| 09/03/2024 | WM | Research and Writing           | Review literature in metal recyclers.   | \$0.00 | 0.4 | \$0.00 |
| 09/03/2024 | WM | Memo Drafting                  | Draft memo to expert re project   | \$0.00 | 1.2 | \$0.00 |
| 09/04/2024 | WM | Memo Drafting                  | Draft memo to expert re goal of report.   | \$0.00 | 0.5 | \$0.00 |
| 09/04/2024 | AT | Review Documents               | edit memo to expert   | \$0.00 | 0.3 | \$0.00 |
| 09/04/2024 | AT | Review Documents               | index discovery materials   | \$0.00 | 2.0 | \$0.00 |
| 09/04/2024 | WM | Memo Drafting                  | Draft memo to expert re scope of report.  | \$0.00 | 1.5 | \$0.00 |
| 09/05/2024 | WM | Draft Email                    | Prepare memo to expert.   | \$0.00 | 0.2 | \$0.00 |
| 09/05/2024 | WM | Draft Email                    | Read email re delays and adjournment confer with ciollaegs and respond.                 | \$0.00 | 0.2 | \$0.00 |
| 09/06/2024 | DF | Review Documents               | Review and edit memo to expert  | \$0.00 | 0.5 | \$0.00 |
| 09/09/2024 | WM | Review Documents               | review email from expert.   | \$0.00 | 0.2 | \$0.00 |
| 09/09/2024 | WM | Review Documents               | Review sampling proposal.   | \$0.00 | 0.2 | \$0.00 |
| 09/10/2024 | WM | Draft Email                    | Email re expert work  | \$0.00 | 0.9 | \$0.00 |
| 09/10/2024 | AT | Review Documents               | review sims facebook page pdf   | \$0.00 | 0.5 | \$0.00 |
| 09/16/2024 | WM | Meeting                        | Meeting with expert and Bay Area Air Management officials and then debrief with expert. | \$0.00 | 0.8 | \$0.00 |
| 09/16/2024 | AT | Meeting                        | Meet with Bay Area white paper authors  | \$0.00 | 0.4 | \$0.00 |
| 09/20/2024 | AT | Send Documents                 | send out zoom link for meeting to team  | \$0.00 | 0.1 | \$0.00 |
| 09/23/2024 | DF | Review Documents               | Review Sines documents  | \$0.00 | 1.5 | \$0.00 |
| 09/24/2024 | AT | Meeting                        | attend meeting with sampling experts  | \$0.00 | 1.5 | \$0.00 |
| 09/24/2024 | WM | Confer with testifying expert. | Zoom meeting with expert sampling plan.   | \$0.00 | 0.6 | \$0.00 |
| 09/25/2024 | WM | Research and Writing           | Read case law.  | \$0.00 | 0.8 | \$0.00 |
| 09/25/2024 | WM | Memo Drafting                  | Draft memo re expert re report.   | \$0.00 | 1.4 | \$0.00 |
| 09/25/2024 | AT | Phone Call                     | call with partners and co-counsel regarding expert email                                | \$0.00 | 0.3 | \$0.00 |
| 09/26/2024 | WM | Confer with testifying expert. | Confer with expert own scope of report.   | \$0.00 | 0.4 | \$0.00 |
| 10/10/2024 | WM | Meeting                        | Meet attorneys for Sims SMR and write co-counsel email on same.                         | \$0.00 | 0.9 | \$0.00 |
| 10/14/2024 | WM | Draft Email                    | Emails to expert and o SMR consuls.   | \$0.00 | 0.6 | \$0.00 |
| 10/15/2024 | WM | Phone Call                     | Discuss case status with co counsel and expert and e-mail with adversary.               | \$0.00 | 0.5 | \$0.00 |
| 10/17/2024 | AT | Meeting                        | meeting with expert regarding sampling plan   | \$0.00 | 0.6 | \$0.00 |
| 10/17/2024 | WM | Confer with testifying expert. | Confer with expert re sampling plan   | \$0.00 | 0.8 | \$0.00 |
| 10/21/2024 | WM | Review Documents               | review expert monitoring proposal.  | \$0.00 | 0.3 | \$0.00 |

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|------------|----|--------------------------------|--|--------|-----|--------|
| 10/22/2024 | WM | File Documents with Court      | Review Order to Amend Complaint and serve.   | \$0.00 | 0.5 | \$0.00 |
| 10/23/2024 | AT | Draft Documents                | draft acknowledgement of service and extension of time to answer   | \$0.00 | 1.2 | \$0.00 |
| 10/23/2024 | WM | Review Documents               | Review acknowledgement of Service an extension of time   | \$0.00 | 0.1 | \$0.00 |
| 10/23/2024 | AT | Send Documents                 | send documents to other side, stipulation of extension and service                                       | \$0.00 | 0.2 | \$0.00 |
| 10/25/2024 | WM | Phone Call                     | Arrange sampling.  | \$0.00 | 0.4 | \$0.00 |
| 10/28/2024 | WM | Confer with testifying expert. | Meet expert re sampling  | \$0.00 | 5.0 | \$0.00 |
| 10/28/2024 | AT | File Documents with Court      | file stipulation and acknowledgement   | \$0.00 | 0.2 | \$0.00 |
| 10/28/2024 | WM | Discussion with Adversaries    | Call with Sellinger re Discovery and settlement.   | \$0.00 | 0.3 | \$0.00 |
| 10/29/2024 | WM | Draft Email                    | email re sampling.   | \$0.00 | 0.3 | \$0.00 |
| 10/31/2024 | WM | Confer with testifying expert. | Discuss smapling   | \$0.00 | 0.2 | \$0.00 |
| 11/01/2024 | WM | Discussion with Adversaries    | Call with SMR lawyer.  | \$0.00 | 0.6 | \$0.00 |
| 11/04/2024 | WM | Review Documents               | Email re sampling. and research complex litigation issue.  | \$0.00 | 0.4 | \$0.00 |
| 11/04/2024 | DF | Research and Writing           | Researched "complex status"  | \$0.00 | 0.2 | \$0.00 |
| 11/04/2024 | WM | Review Documents               | Read research memo   | \$0.00 | 0.1 | \$0.00 |
| 11/05/2024 | WM | Office Logistics               | Arrange for locations for sampling.  | \$0.00 | 0.5 | \$0.00 |
| 11/05/2024 | WM | Confer with testifying expert. | Discuss sampling with experts.   | \$0.00 | 0.2 | \$0.00 |
| 11/07/2024 | WM | Confer with testifying expert. | Met experts for sampling   | \$0.00 | 4.9 | \$0.00 |
| 11/07/2024 | WM | Draft Email                    | email to SMR re settlement conference.   | \$0.00 | 0.3 | \$0.00 |
| 11/07/2024 | WM | Draft Email                    | Email to SMR lawyer re complex status designation  | \$0.00 | 0.1 | \$0.00 |
| 11/07/2024 | WM | Draft Email                    | emails with experts.   | \$0.00 | 0.4 | \$0.00 |
| 11/08/2024 | WM | Draft Documents                | work on map of location were sampling took place + key   | \$0.00 | 0.6 | \$0.00 |
| 11/08/2024 | AT | Draft Documents                | create pdf of marking sampling locations   | \$0.00 | 0.3 | \$0.00 |
| 11/08/2024 | AT | Draft Documents                | update port lib aerial map of sampling locations   | \$0.00 | 0.2 | \$0.00 |
| 11/11/2024 | WM | Draft Email                    | Review Answer to Amended Complaint and email expert and the adversary (re Discovery).                    | \$0.00 | 0.4 | \$0.00 |
| 11/12/2024 | WM | Confer with testifying expert. | Discuss efforts to date.   | \$0.00 | 0.6 | \$0.00 |
| 11/12/2024 | AT | Meeting                        | meeting with experts over results so far   | \$0.00 | 0.4 | \$0.00 |
| 11/13/2024 | WM | Discussion with Adversaries    | Discuss settlement with SMR.   | \$0.00 | 0.4 | \$0.00 |
| 11/18/2024 | WM | Draft Documents                | Draft letter to adversaries re draft motion to move this case to the Complex Business Litigation Program | \$0.00 | 0.6 | \$0.00 |
| 11/18/2024 | DF | Review Documents               | Reviewed and revised letter, researched complex status rules   | \$0.00 | 0.3 | \$0.00 |
| 11/19/2024 | AT | Draft Documents                | review file and draft motion to compel   | \$0.00 | 0.7 | \$0.00 |

|            |    |                                |  |        |     |        |
|------------|----|--------------------------------|--|--------|-----|--------|
| 11/19/2024 | WM | Discussion with Adversaries    | Call with adversary  | \$0.00 | 0.1 | \$0.00 |
| 11/19/2024 | WM | Draft Court Documents          | Draft motion to compel   | \$0.00 | 1.0 | \$0.00 |
| 11/19/2024 | DF | Review Documents               | Reviewed and revised Motion to Compel Certification  | \$0.00 | 0.2 | \$0.00 |
| 11/20/2024 | WM | Discussion with Adversaries    | Discuss discovery issues   | \$0.00 | 0.1 | \$0.00 |
| 11/22/2024 | WM | Draft Court Documents          | Email re SMR meeting.  | \$0.00 | 0.1 | \$0.00 |
| 11/24/2024 | WM | Draft Court Documents          | Draft opposition to Motion to Change Track   | \$0.00 | 1.9 | \$0.00 |
| 11/26/2024 | WM | Draft Documents                | Draft opposition to the to the Motion to transfer this case to the Complex Business Litigation Program ("CBLP"), or in the alternative, to change the assignment of the case from Track II to Track IV, pursuant to Rule 4:5A-2(b) filed by Defendant Sims Municipal Recycling of New York, LLC. | \$0.00 | 0.5 | \$0.00 |
| 11/26/2024 | WM | Draft Court Documents          | Draft opposition to motion to move case to CBLP  | \$0.00 | 1.4 | \$0.00 |
| 11/26/2024 | WM | Draft Court Documents          | Draft opposition to the Motion to transfer this case to the Complex Business Litigation Program  | \$0.00 | 1.3 | \$0.00 |
| 11/27/2024 | WM | Review Documents               | Review expert communication.   | \$0.00 | 0.1 | \$0.00 |
| 11/27/2024 | WM | Review Documents               | Review expert materials.   | \$0.00 | 0.3 | \$0.00 |
| 11/27/2024 | AT | Review Documents               | review certification and letter brief  | \$0.00 | 0.4 | \$0.00 |
| 11/27/2024 | WM | Draft Court Documents          | Draft opposition to the Motion to Transfer this case to the Complex Business Litigation Program or in the alternative, to change the assignment of the case from Track II to Track IV  | \$0.00 | 0.2 | \$0.00 |
| 11/29/2024 | WM | Draft Court Documents          | Complete opposition to motion o change track.  | \$0.00 | 0.2 | \$0.00 |
| 12/02/2024 | AT | Send Documents                 | drop off hard copy of motion papers at copurthouse   | \$0.00 | 0.8 | \$0.00 |
| 12/02/2024 | WM | Draft Email                    | Email expert re next steps   | \$0.00 | 0.1 | \$0.00 |
| 12/02/2024 | WM | Review Documents               | Read reply brief. .  | \$0.00 | 0.4 | \$0.00 |
| 12/03/2024 | WM | Confer with co-counsel         | Dicuss discovery and experts   | \$0.00 | 0.2 | \$0.00 |
| 12/03/2024 | AT | Draft Discovery Requests       | draft motion to compel   | \$0.00 | 0.4 | \$0.00 |
| 12/03/2024 | WM | Draft Court Documents          | Review revised motion to compel  | \$0.00 | 0.4 | \$0.00 |
| 12/03/2024 | WM | Discussion with Adversaries    | Discuss case with SMR counsel  | \$0.00 | 0.5 | \$0.00 |
| 12/03/2024 | WM | Office Logistics               | Work of expert issues , meetings sampling invoice  | \$0.00 | 0.3 | \$0.00 |
| 12/03/2024 | WM | Confer with testifying expert. | Call with expert re sampling.  | \$0.00 | 0.2 | \$0.00 |
| 12/04/2024 | WM | Draft Court Documents          | Revize motion to comple.   | \$0.00 | 0.4 | \$0.00 |
| 12/04/2024 | WM | Draft Documents                | Call re motion and email co counsel  | \$0.00 | 0.2 | \$0.00 |
| 12/04/2024 | AT | File Documents with Court      | finalize and file motion to compel   | \$0.00 | 0.2 | \$0.00 |
| 12/05/2024 | WM | Review Documents               | Review draft consent order and email on same.  | \$0.00 | 0.2 | \$0.00 |

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|------------|----|--------------------------------|--|--------|-----|--------|
| 12/05/2024 | WM | Draft Email                    | emails re motion to change track                                 | \$0.00 | 0.2 | \$0.00 |
| 12/05/2024 | WM | Confer with testifying expert. | Meet expert to download data and remove devices                  | \$0.00 | 1.5 | \$0.00 |
| 12/07/2024 | WM | Review Documents               | Review Sims Metal East Discovery requests.                       | \$0.00 | 0.9 | \$0.00 |
| 12/09/2024 | WM | Memo Drafting                  | Draft client update.   | \$0.00 | 0.5 | \$0.00 |
| 12/09/2024 | WM | Phone Call                     | Call re settlement.  | \$0.00 | 0.2 | \$0.00 |
| 12/09/2024 | WM | Draft Documents                | Draft client update.   | \$0.00 | 0.6 | \$0.00 |
| 12/10/2024 | WM | Draft Documents                | Draft client update and review confidentiality issues.           | \$0.00 | 1.3 | \$0.00 |
| 12/10/2024 | AT | Review Documents               | review proposed confidentiality order                            | \$0.00 | 0.2 | \$0.00 |
| 12/10/2024 | WM | Memo Drafting                  | Draft client update  | \$0.00 | 0.7 | \$0.00 |
| 12/10/2024 | AT | Review Documents               | review letter to clients   | \$0.00 | 0.3 | \$0.00 |
| 12/11/2024 | AT | Draft Documents                | start response to discovery requests                             | \$0.00 | 0.7 | \$0.00 |
| 12/11/2024 | WM | Memo Drafting                  | Finalize and send client update memo.                            | \$0.00 | 0.1 | \$0.00 |
| 12/12/2024 | WM | Review Documents               | Read and respond to adjournment request and review expert email. | \$0.00 | 0.1 | \$0.00 |
| 12/13/2024 | AT | Draft Documents                | draft shells of discovery responses                              | \$0.00 | 1.7 | \$0.00 |
| 12/13/2024 | WM | Prepare Discovery Response     | Work on response to document demand.                             | \$0.00 | 1.3 | \$0.00 |
| 12/13/2024 | AT | Draft Documents                | work on discovery response                                       | \$0.00 | 1.3 | \$0.00 |
| 12/16/2024 | WM | Discussion with Adversaries    | Discuss settlement with SMR                                      | \$0.00 | 0.7 | \$0.00 |
| 12/16/2024 | WM | Prepare Discovery Response     | Work on response to Notice to Producer                           | \$0.00 | 1.6 | \$0.00 |
| 12/16/2024 | AT | Prepare Discovery Response     | work on discovery response                                       | \$0.00 | 1.5 | \$0.00 |
| 12/17/2024 | WM | Confer with co-counsel         | Discuss Discovery.   | \$0.00 | 0.4 | \$0.00 |
| 12/17/2024 | WM | Prepare Discovery Response     | Work on response to document demand.                             | \$0.00 | 1.5 | \$0.00 |
| 12/17/2024 | WM | Research and Writing           | Research propriety of Interrogatories.                           | \$0.00 | 0.2 | \$0.00 |
| 12/17/2024 | AT | Prepare Discovery Response     | work on discovery response                                       | \$0.00 | 2.5 | \$0.00 |
| 12/18/2024 | AT | Draft Documents                | prepare discovery response                                       | \$0.00 | 1.2 | \$0.00 |
| 12/19/2024 | WM | Prepare Discovery Response     | work on discovery response.                                      | \$0.00 | 0.2 | \$0.00 |
| 12/19/2024 | AT | Draft Documents                | work on discovery response                                       | \$0.00 | 1.3 | \$0.00 |
| 12/19/2024 | WM | Review Documents               | review draft extension to answer for SMR.                        | \$0.00 | 0.1 | \$0.00 |
| 12/19/2024 | WM | Review Documents               | Review Discovery requests  | \$0.00 | 0.3 | \$0.00 |
| 12/21/2024 | WM | Draft Email                    | Email wot co counsel re discovery response.                      | \$0.00 | 0.4 | \$0.00 |
| 12/23/2024 | WM | Discussion with Adversaries    | Discuss document demand from Sims Metal.                         | \$0.00 | 0.2 | \$0.00 |
| 12/23/2024 | WM | Prepare Discovery Response     | Review discovery response.                                       | \$0.00 | 0.3 | \$0.00 |
| 12/27/2024 | WM | Review Documents               | review discovery issues  | \$0.00 | 0.2 | \$0.00 |
| 12/29/2024 | WM | Prepare Discovery Response     | Review Interrogatories.  | \$0.00 | 0.3 | \$0.00 |

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|------------|----|-----------------------------|--|--------|-----|--------|
| 12/30/2024 | WM | Confer with City            | Review client video and discuss case status.   | \$0.00 | 0.2 | \$0.00 |
| 01/02/2025 | WM | Draft Email                 | Draft emails re SMR meeting.   | \$0.00 | 0.1 | \$0.00 |
| 01/02/2025 | AT | Draft Documents             | draft discovery response   | \$0.00 | 1.5 | \$0.00 |
| 01/02/2025 | WM | Discussion with Adversaries |  | \$0.00 | 0.1 | \$0.00 |
| 01/02/2025 | WM | Review Documents            | Read adjournment request.  | \$0.00 | 0.1 | \$0.00 |
| 01/04/2025 | WM | Review Documents            | review expert notes  | \$0.00 | 0.1 | \$0.00 |
| 01/05/2025 | WM | Phone Call                  | Call with SMR counsel re meet and great  | \$0.00 | 0.1 | \$0.00 |
| 01/06/2025 | WM | Meeting                     | Meet expert nd co cosuent then Sir then debrief  | \$0.00 | 2.8 | \$0.00 |
| 01/06/2025 | AT | Meeting                     | meeting with SMR NY  | \$0.00 | 2.8 | \$0.00 |
| 01/07/2025 | AT | Meeting                     | discuss yesterday meeting with partners, discuss next steps for SMR                                    | \$0.00 | 0.4 | \$0.00 |
| 01/07/2025 | DF | Confer with Partner         | Discuss SMR meeting and settlement   | \$0.00 | 0.4 | \$0.00 |
| 01/07/2025 | WM | Confer with Partner         | Discuss SMR meeting.   | \$0.00 | 0.4 | \$0.00 |
| 01/07/2025 | WM | Draft Email                 | Draft client communication   | \$0.00 | 0.2 | \$0.00 |
| 01/08/2025 | WM | Prepare Discovery Response  | work on discovery issues.  | \$0.00 | 0.4 | \$0.00 |
| 01/08/2025 | AT | Draft Documents             | draft update memo to clients, finalize first draft of NTP response, send drafts to partners for review | \$0.00 | 1.0 | \$0.00 |
| 01/08/2025 | AT | Draft Documents             | create new pdf of aerial view of site  | \$0.00 | 0.2 | \$0.00 |
| 01/08/2025 | WM | Draft Documents             | draft client communication a dn work in discovery.   | \$0.00 | 0.7 | \$0.00 |
| 01/09/2025 | WM | Prepare Discovery Response  | work omn discovery response.   | \$0.00 | 0.5 | \$0.00 |
| 01/09/2025 | WM | Prepare Discovery Response  | work on discovery response.  | \$0.00 | 0.4 | \$0.00 |
| 01/10/2025 | WM | Confer with Client          | Communicate with clients re status.  | \$0.00 | 0.3 | \$0.00 |
| 01/10/2025 | WM | Office Logistics            | Schedule meeting with clients.   | \$0.00 | 0.3 | \$0.00 |
| 01/11/2025 | WM | Confer with Client          | Discuss case status on zoom meeting with client s  | \$0.00 | 0.9 | \$0.00 |
| 01/11/2025 | WM | Prepare Discovery Response  | Prepare discovery response to Sims Metal East.   | \$0.00 | 0.9 | \$0.00 |
| 01/11/2025 | WM | Prepare Discovery Response  | Call with co counsel and then organize documents. for discovery.                                       | \$0.00 | 0.3 | \$0.00 |
| 01/13/2025 | WM | Prepare Discovery Response  | Consider issues.   | \$0.00 | 0.3 | \$0.00 |
| 01/13/2025 | WM | Phone Call                  | Discuss settlement with SMR counsel.   | \$0.00 | 0.2 | \$0.00 |
| 01/13/2025 | WM | Draft Email                 | Email with expert re issue for report.   | \$0.00 | 0.1 | \$0.00 |
| 01/14/2025 | AT | Prepare Discovery Response  | work on discovery response   | \$0.00 | 0.3 | \$0.00 |
| 01/15/2025 | AT | Prepare Discovery Response  | work on discovery response   | \$0.00 | 1.0 | \$0.00 |
| 01/17/2025 | WM | Draft Court Documents       | Draft reply to Sis Cross Motion.   | \$0.00 | 1.6 | \$0.00 |
| 01/17/2025 | DF | Review Documents            | Reviewed and edited cross-motion response  | \$0.00 | 0.3 | \$0.00 |
| 01/17/2025 | AT | Review Documents            | review letter responding to cross motion   | \$0.00 | 0.5 | \$0.00 |
| 01/17/2025 | AT | File Documents with Court   | file letter with court   | \$0.00 | 0.1 | \$0.00 |

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|------------|----|--------------------------------|--|--------|-----|--------|
| 01/17/2025 | WM | Review Documents               | Finalize reply brief.  | \$0.00 | 0.3 | \$0.00 |
| 01/17/2025 | AT | Review Documents               | review documents provided by clients,  | \$0.00 | 2.0 | \$0.00 |
| 01/17/2025 | WM | Phone Call                     | Discuss next steps of case with expert and then partner on calls.  | \$0.00 | 0.3 | \$0.00 |
| 01/18/2025 | WM | Draft Email                    | Email client response to question about discovery  | \$0.00 | 0.2 | \$0.00 |
| 01/20/2025 | WM | Review Documents               | Review memo from expert  | \$0.00 | 0.2 | \$0.00 |
| 01/20/2025 | WM | Research and Writing           | Research air quality issues for shredders  | \$0.00 | 0.4 | \$0.00 |
| 01/21/2025 | WM | Draft Email                    | Email with expert re data.   | \$0.00 | 0.2 | \$0.00 |
| 01/21/2025 | WM | Research and Writing           | research regarding air quality issues at sims.   | \$0.00 | 0.6 | \$0.00 |
| 01/21/2025 | WM | Confer with testifying expert. | Email re date and scope of report.   | \$0.00 | 0.3 | \$0.00 |
| 01/21/2025 | WM | Confer with Associate          | Discuss discovery motions.   | \$0.00 | 0.2 | \$0.00 |
| 01/21/2025 | WM | Confer with Associate          | Discuss discovery response.  | \$0.00 | 0.1 | \$0.00 |
| 01/21/2025 | AT | Review Documents               | review documents and communications over the weekend. review obtained permits. file OPRA for current air permits only. | \$0.00 | 1.5 | \$0.00 |
| 01/21/2025 | AT | Review Documents               | work on draft of discovery responses   | \$0.00 | 2.0 | \$0.00 |
| 01/21/2025 | WM | Review Documents               | Read Dezer interrogator answers  | \$0.00 | 0.2 | \$0.00 |
| 01/21/2025 | WM | Confer with co-counsel         | Discuss Case strategy  | \$0.00 | 0.2 | \$0.00 |
| 01/22/2025 | AT | Prepare Discovery Response     | work on discovery response   | \$0.00 | 2.4 | \$0.00 |
| 01/22/2025 | WM | Prepare Discovery Response     | Prepare response to Notice to produce.   | \$0.00 | 0.7 | \$0.00 |
| 01/22/2025 | WM | Prepare Discovery Response     | Answer Interrogatoires.  | \$0.00 | 0.3 | \$0.00 |
| 01/23/2025 | DF | Review Documents               | Reviewed discovery responses, researched appropriateness of certain Defendant discovery demands                        | \$0.00 | 3.2 | \$0.00 |
| 01/24/2025 | WM | Prepare Discovery Response     |  | \$0.00 | 0.3 | \$0.00 |
| 01/24/2025 | WM | Discussion with Adversaries    | Call regarding SMR settlement  | \$0.00 | 1.0 | \$0.00 |
| 01/24/2025 | AT | Review Documents               | review data sent by experts  | \$0.00 | 1.0 | \$0.00 |
| 01/27/2025 | WM | Prepare Discovery Response     | Work on answers to Interrogatories.  | \$0.00 | 1.1 | \$0.00 |
| 01/28/2025 | AT | Review Documents               | review documents obtained via opra, send to team, reach out to DEP   | \$0.00 | 0.5 | \$0.00 |
| 01/28/2025 | WM | Discussion with Adversaries    | Call with SMR counsel.   | \$0.00 | 0.6 | \$0.00 |
| 01/28/2025 | DF | Draft Documents                | Researched re and amended response to improper interrogatory   | \$0.00 | 1.6 | \$0.00 |
| 01/29/2025 | WM | Prepare Discovery Response     | Work on Interrogatory response.  | \$0.00 | 1.2 | \$0.00 |
| 01/29/2025 | WM | Prepare Discovery Response     | Prepare response to Interrogatories  | \$0.00 | 0.8 | \$0.00 |
| 01/30/2025 | WM | Draft Email                    | Emails. to co counsel and then clients. settlement.  | \$0.00 | 0.4 | \$0.00 |

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|------------|----|--------------------------------|--|--------|-----|--------|
| 01/30/2025 | WM | Draft Email                    | Email with counsel and client re SMR settleent.                                    | \$0.00 | 0.2 | \$0.00 |
| 01/30/2025 | WM | Prepare Discovery Response     | Draft response to Interrogatory.   | \$0.00 | 1.3 | \$0.00 |
| 01/30/2025 | AT | Draft Documents                | update responses to discovery, send copies of discovery response drafts to clients | \$0.00 | 2.2 | \$0.00 |
| 01/30/2025 | DF | Confer with Partner            | Call w/partner re SMR proposal, expanding class                                    | \$0.00 | 0.3 | \$0.00 |
| 01/30/2025 | WM | Confer with co-counsel         | Discuss SMR settlement.  | \$0.00 | 0.5 | \$0.00 |
| 01/30/2025 | WM | Prepare Discovery Response     | Work on response to interogatories.  | \$0.00 | 0.9 | \$0.00 |
| 01/31/2025 | WM | Prepare Discovery Response     | Draft response to Interrogatories.   | \$0.00 | 1.0 | \$0.00 |
| 01/31/2025 | WM | Discussion with Adversaries    | Call re SMR settlement.  | \$0.00 | 0.1 | \$0.00 |
| 01/31/2025 | AT | Prepare Discovery Response     | update discovery answers with new data obtained from expert, review expert data    | \$0.00 | 1.9 | \$0.00 |
| 01/31/2025 | WM | Draft Email                    | Email expert re report and data.   | \$0.00 | 0.8 | \$0.00 |
| 02/01/2025 | WM | Prepare Discovery Response     | Prepare response to Interrogatoires.   | \$0.00 | 1.4 | \$0.00 |
| 02/02/2025 | WM | Prepare Discovery Response     | Draft answers to Interrogatories.  | \$0.00 | 0.9 | \$0.00 |
| 02/03/2025 | AT | Draft Documents                | update discovery production  | \$0.00 | 0.4 | \$0.00 |
| 02/03/2025 | WM | Review Documents               | review court orders.   | \$0.00 | 0.2 | \$0.00 |
| 02/03/2025 | DF | Review Documents               | Reviewed and revised Interrogatory responses                                       | \$0.00 | 3.7 | \$0.00 |
| 02/03/2025 | WM | Prepare Discovery Response     | Prepare response to Sijms Metal. Interrogatories and research                      | \$0.00 | 1.7 | \$0.00 |
| 02/04/2025 | WM | Office Logistics               | work on ascertaining identity of class.  | \$0.00 | 0.2 | \$0.00 |
| 02/04/2025 | WM | Review Documents               | review data for expert meting.   | \$0.00 | 1.1 | \$0.00 |
| 02/05/2025 | AT | Meeting                        | attend meeting with experts  | \$0.00 | 2.3 | \$0.00 |
| 02/05/2025 | WM | Confer with testifying expert. | Meet with experts  | \$0.00 | 2.7 | \$0.00 |
| 02/05/2025 | WM | Office Logistics               | review discovery.  | \$0.00 | 0.2 | \$0.00 |
| 02/05/2025 | DF | Phone Call                     | Meet via Zoom w/experts  | \$0.00 | 2.6 | \$0.00 |
| 02/05/2025 | WM | Office Logistics               | Review discovery.  | \$0.00 | 0.5 | \$0.00 |
| 02/06/2025 | WM | Draft Email                    | Email expert re report and data.   | \$0.00 | 0.2 | \$0.00 |
| 02/06/2025 | AT | Review Documents               | review discovery response  | \$0.00 | 1.0 | \$0.00 |
| 02/06/2025 | AT | Draft Documents                | draft response to interrogatories  | \$0.00 | 0.3 | \$0.00 |
| 02/06/2025 | WM | Prepare Discovery Response     | draft response to interrogators  | \$0.00 | 0.5 | \$0.00 |
| 02/06/2025 | WM | Discussion with Adversaries    | Call with SMR counsel.   | \$0.00 | 0.3 | \$0.00 |
| 02/06/2025 | WM | Discussion with Adversaries    | Call with Sims Metal East counsel snd email co counsel                             | \$0.00 | 1.2 | \$0.00 |
| 02/07/2025 | WM | Draft Email                    | To clouent re discovery.   | \$0.00 | 0.1 | \$0.00 |
| 02/07/2025 | AT | Prepare Discovery Response     | draft discovery responses  | \$0.00 | 1.2 | \$0.00 |
| 02/07/2025 | WM | Research and Writing           | Research legal issues related sim metal east.                                      | \$0.00 | 0.3 | \$0.00 |

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|------------|----|-----------------------------|--|--------|-----|--------|
| 02/08/2025 | WM | Research and Writing        | research nuisance issues   | \$0.00 | 1.0 | \$0.00 |
| 02/09/2025 | WM | Confer with Client          | discuss discovery responses.   | \$0.00 | 0.5 | \$0.00 |
| 02/09/2025 | WM | Research and Writing        | Research Sims discovery failure and relief.  | \$0.00 | 0.3 | \$0.00 |
| 02/10/2025 | WM | Review Documents            | review client' responses to interrogatories.   | \$0.00 | 0.4 | \$0.00 |
| 02/10/2025 | AT | Prepare Discovery Response  | work on discovery responses  | \$0.00 | 1.4 | \$0.00 |
| 02/11/2025 | WM | Prepare Discovery Response  | review client's response to Interrogatories.   | \$0.00 | 0.5 | \$0.00 |
| 02/11/2025 | AT | Prepare Discovery Response  | work on discovery response   | \$0.00 | 3.8 | \$0.00 |
| 02/12/2025 | WM | Phone Call                  | Call with SMR counsel re settlement.   | \$0.00 | 0.3 | \$0.00 |
| 02/12/2025 | AT | Prepare Discovery Response  | prepare discovery response   | \$0.00 | 1.6 | \$0.00 |
| 02/12/2025 | WM | Draft Email                 | email client re discovery.   | \$0.00 | 0.1 | \$0.00 |
| 02/13/2025 | WM | Discussion with Adversaries | Call with SMR counsel and then email clients.  | \$0.00 | 0.3 | \$0.00 |
| 02/13/2025 | AT | Draft Documents             | work on discovery index  | \$0.00 | 1.6 | \$0.00 |
| 02/13/2025 | WM | Prepare Discovery Request   | Draft discovery request.   | \$0.00 | 0.5 | \$0.00 |
| 02/14/2025 | WM | Phone Call                  | Call with SMR lawyer re settlement   | \$0.00 | 0.1 | \$0.00 |
| 02/14/2025 | AT | Draft Documents             | draft letter   | \$0.00 | 0.4 | \$0.00 |
| 02/14/2025 | AT | Prepare Documents           | review and index videos  | \$0.00 | 3.0 | \$0.00 |
| 02/18/2025 | WM | Review Documents            | review SMR extension of time to answer   | \$0.00 | 0.2 | \$0.00 |
| 02/18/2025 | WM | Prepare Discovery Request   | Serve subpoena dand email adversaries same.  | \$0.00 | 0.2 | \$0.00 |
| 02/19/2025 | WM | Discussion with Adversaries | Call re settlement.  | \$0.00 | 0.1 | \$0.00 |
| 02/19/2025 | AT | Draft Documents             | review file, compile and send unsigned answers to clients                            | \$0.00 | 1.0 | \$0.00 |
| 02/19/2025 | AT | Send Documents              | finalize and send documents to opposing counsel                                      | \$0.00 | 1.0 | \$0.00 |
| 02/20/2025 | WM | Review Documents            | review discovery going out   | \$0.00 | 0.1 | \$0.00 |
| 02/21/2025 | WM | Confer with co-counsel      | discuss settlement status.   | \$0.00 | 0.2 | \$0.00 |
| 02/24/2025 | AT | Review Documents            | index class rep videos and photos  | \$0.00 | 2.3 | \$0.00 |
| 02/25/2025 | WM | Draft Email                 | Draft email to co cosine   | \$0.00 | 0.2 | \$0.00 |
| 02/25/2025 | WM | Draft Email                 | read e-mails and draft email re discovery.   | \$0.00 | 0.1 | \$0.00 |
| 02/25/2025 | AT | Review Documents            | download discovery materials, email opposing counsel regarding outstanding discovery | \$0.00 | 0.1 | \$0.00 |
| 02/25/2025 | AT | Review Documents            | research weather data  | \$0.00 | 0.5 | \$0.00 |
| 02/25/2025 | WM | Meeting                     | Meet Sm Metal lawyer to discuss settlement.  | \$0.00 | 1.5 | \$0.00 |
| 02/25/2025 | WM | Draft Email                 | Update co counsel on settlement discussion.  | \$0.00 | 0.5 | \$0.00 |
| 02/25/2025 | WM | Draft Documents             | draft settlement memo  | \$0.00 | 0.5 | \$0.00 |
| 02/26/2025 | WM | Draft Documents             | Review potential new discovery request while drafting letter to Sims Metal counsel.  | \$0.00 | 0.4 | \$0.00 |
| 02/26/2025 | AT | Review Documents            | download produced discovery  | \$0.00 | 0.2 | \$0.00 |

|            |    |                                |   |        |     |        |
|------------|----|--------------------------------|---|--------|-----|--------|
| 02/26/2025 | WM | Review Documents               | review discovery production by Von Byrden.                              | \$0.00 | 0.1 | \$0.00 |
| 02/26/2025 | AT | Review Documents               | review expert data  | \$0.00 | 0.8 | \$0.00 |
| 02/26/2025 | WM | Discussion with Adversaries    | call with SMR lawyer.   | \$0.00 | 0.3 | \$0.00 |
| 02/26/2025 | WM | Review Documents               | review expert materials.  | \$0.00 | 0.5 | \$0.00 |
| 02/26/2025 | DF | Research and Writing           | Researched and calculated loss of sleep value                           | \$0.00 | 0.5 | \$0.00 |
| 02/27/2025 | WM | Meeting                        | prep fro and do counsel Zoom meeting with partner and co counsel        | \$0.00 | 1.6 | \$0.00 |
| 02/27/2025 | AT | Review Documents               | review expert data  | \$0.00 | 1.2 | \$0.00 |
| 02/27/2025 | AT | Review Documents               | review expert data  | \$0.00 | 0.6 | \$0.00 |
| 02/27/2025 | WM | Review Documents               | review documents re permit applications.                                | \$0.00 | 0.5 | \$0.00 |
| 02/28/2025 | WM | Confer with testifying expert. | Discuss data  | \$0.00 | 0.5 | \$0.00 |
| 02/28/2025 | AT | Review Documents               | review expert data  | \$0.00 | 0.6 | \$0.00 |
| 03/01/2025 | WM | Review Documents               | review documents-permits  | \$0.00 | 0.5 | \$0.00 |
| 03/03/2025 | AT | Review Documents               | review expert data  | \$0.00 | 2.5 | \$0.00 |
| 03/03/2025 | AT | Meeting                        | meeting with expert   | \$0.00 | 0.6 | \$0.00 |
| 03/03/2025 | WM | Confer with testifying expert. | Discuss data.   | \$0.00 | 0.6 | \$0.00 |
| 03/03/2025 | AT | Draft Email                    | send documents to experts   | \$0.00 | 0.4 | \$0.00 |
| 03/03/2025 | WM | Draft Email                    | read and respond to mail form expert.                                   | \$0.00 | 0.2 | \$0.00 |
| 03/03/2025 | DF | Review Documents               | Reviewed settlement, unit numbers, etc.                                 | \$0.00 | 3.3 | \$0.00 |
| 03/04/2025 | AT | Review Documents               | review and index client videos/photos                                   | \$0.00 | 1.4 | \$0.00 |
| 03/04/2025 | WM | Review Documents               | review Sims documents.  | \$0.00 | 0.3 | \$0.00 |
| 03/04/2025 | AT | Review Documents               | review client videos  | \$0.00 | 1.5 | \$0.00 |
| 03/05/2025 | AT | Review Documents               | review epa website for violations                                       | \$0.00 | 0.3 | \$0.00 |
| 03/05/2025 | AT | Review Documents               | review and index client videos  | \$0.00 | 1.1 | \$0.00 |
| 03/05/2025 | AT | Review Documents               |   | \$0.00 | 0.1 | \$0.00 |
| 03/05/2025 | WM | Review Documents               | review new sims document.   | \$0.00 | 0.1 | \$0.00 |
| 03/07/2025 | AT | Review Documents               | index client videos   | \$0.00 | 0.6 | \$0.00 |
| 03/07/2025 | WM | Draft Email                    | Emails with expert  | \$0.00 | 0.1 | \$0.00 |
| 03/07/2025 | WM | Discussion with Adversaries    | Calll with SMR counsel  | \$0.00 | 0.1 | \$0.00 |
| 03/10/2025 | WM | Confer with Associate          | Dicuss FOIA request.  | \$0.00 | 0.1 | \$0.00 |
| 03/11/2025 | WM | Draft Email                    | Email co-counsel and expert   | \$0.00 | 0.1 | \$0.00 |
| 03/12/2025 | WM | Discussion with Adversaries    | Discuss settlement.   | \$0.00 | 0.2 | \$0.00 |
| 03/16/2025 | WM | Memo Drafting                  | Client update.  | \$0.00 | 0.7 | \$0.00 |
| 03/21/2025 | WM | Draft Email                    | email re report.  | \$0.00 | 0.1 | \$0.00 |
| 03/23/2025 | WM | Review Documents               | Review file for uopcomnign events and reach out to adversaries.         | \$0.00 | 0.1 | \$0.00 |
| 03/28/2025 | WM | Discussion with Adversaries    | Prep for and attend meeting with Sims Metal East to discuss settlement. | \$0.00 | 2.3 | \$0.00 |
| 04/07/2025 | WM | Review Documents               | review draft expert report.   | \$0.00 | 0.6 | \$0.00 |

|            |    |                              |  |        |     |        |
|------------|----|------------------------------|--|--------|-----|--------|
| 04/09/2025 | WM | Phone Call                   | Call with HOA re subpoena and mail adversary re sound issues.        | \$0.00 | 0.3 | \$0.00 |
| 04/09/2025 | AT | Filing                       | file OPRA and FOIA requests  | \$0.00 | 0.5 | \$0.00 |
| 04/09/2025 | WM | Review Documents             | Read expert report.  | \$0.00 | 0.9 | \$0.00 |
| 04/11/2025 | WM | Phone Call                   | Call re ascertaining class   | \$0.00 | 0.6 | \$0.00 |
| 04/14/2025 | AT | Review Documents             | review expert report   | \$0.00 | 0.5 | \$0.00 |
| 04/17/2025 | AT | Obtain Documents             | file opra with hcrc  | \$0.00 | 0.3 | \$0.00 |
| 04/21/2025 | WM | Draft Email                  | email adversary re meeting Friday.                                   | \$0.00 | 0.1 | \$0.00 |
| 04/21/2025 | WM | Phone Call                   | call with lawyer for HOA re subpoena.                                | \$0.00 | 0.1 | \$0.00 |
| 04/21/2025 | WM | Draft Email                  | Email to HOA re subpoena.  | \$0.00 | 0.1 | \$0.00 |
| 04/22/2025 | WM | Draft Email                  | Email with homeowners association regarding subpoena                 | \$0.00 | 0.1 | \$0.00 |
| 04/22/2025 | AT | Review Documents             | review documents sent in response to OPRA request                    | \$0.00 | 0.7 | \$0.00 |
| 04/22/2025 | WM | Review Documents             | Review documents from DEP ORPA request.                              | \$0.00 | 0.6 | \$0.00 |
| 04/24/2025 | WM | Draft Email                  | email with expert.   | \$0.00 | 0.1 | \$0.00 |
| 04/24/2025 | WM | Review Documents             | Read expert report.  | \$0.00 | 0.6 | \$0.00 |
| 04/24/2025 | AT | Obtain Documents             | file opra request with njdep   | \$0.00 | 0.6 | \$0.00 |
| 04/24/2025 | WM | Review Documents             | Read expert report.  | \$0.00 | 2.3 | \$0.00 |
| 04/25/2025 | WM | Phone Call                   | Call with HOA regarding identifying residents-putative class members | \$0.00 | 0.3 | \$0.00 |
| 04/25/2025 | WM | Meeting                      | Meet adversaries to discuss settlement                               | \$0.00 | 3.5 | \$0.00 |
| 04/25/2025 | DF | Attend Settlement Conference | Attended settlement meeting, settled case                            | \$0.00 | 3.5 | \$0.00 |
| 04/26/2025 | WM | Confer with Client           | Discuss settlement discussion with class representative              | \$0.00 | 0.5 | \$0.00 |
| 04/26/2025 | WM | Memo Drafting                | Draft of settlement update memo to the clients                       | \$0.00 | 1.3 | \$0.00 |
| 04/26/2025 | WM | Memo Drafting                | draft memo to client re settlement.                                  | \$0.00 | 1.9 | \$0.00 |
| 04/27/2025 | DF | Review Documents             | Reviewed and revised client memo                                     | \$0.00 | 1.6 | \$0.00 |
| 04/27/2025 | WM | Draft Settlement             | draft settlement. points.  | \$0.00 | 0.7 | \$0.00 |
| 04/28/2025 | WM | Discussion with Adversaries  | call with Sims Metal attorney re settlement points.                  | \$0.00 | 0.2 | \$0.00 |
| 04/28/2025 | WM | Discussion with Adversaries  | Call with counsel for SMR re settlement process                      | \$0.00 | 0.6 | \$0.00 |
| 04/28/2025 | WM | Memo Drafting                | revize memo to clients re settlement.                                | \$0.00 | 0.2 | \$0.00 |
| 04/28/2025 | DF | Review Documents             | Reviewed/revised bullet points re settlement                         | \$0.00 | 0.4 | \$0.00 |
| 04/28/2025 | WM | Confer with Client           | Call with Karista  | \$0.00 | 0.3 | \$0.00 |
| 04/28/2025 | WM | Confer with co-counsel       | call re settlement with Justin Myers.                                | \$0.00 | 0.2 | \$0.00 |
| 04/28/2025 | WM | Draft Email                  | draft memo to adversary re settlement points                         | \$0.00 | 0.3 | \$0.00 |
| 04/29/2025 | WM | Review Documents             | review settlement term.  | \$0.00 | 0.1 | \$0.00 |
| 04/29/2025 | WM | Confer with co-counsel       | confer re settlement and send adversaruyvideo of dust emissions.     | \$0.00 | 0.3 | \$0.00 |
| 04/29/2025 | WM | Memo Drafting                | confer with a client on settlement and email settlement memo         | \$0.00 | 0.3 | \$0.00 |
| 04/30/2025 | WM | Review Documents             | Read subpoena response.  | \$0.00 | 0.1 | \$0.00 |

|            |    |                                |  |        |     |        |
|------------|----|--------------------------------|--|--------|-----|--------|
| 05/01/2025 | WM | Draft Email                    | to adversaries re settlement.  | \$0.00 | 0.2 | \$0.00 |
| 05/02/2025 | AT | Review Documents               | review opra response   | \$0.00 | 0.5 | \$0.00 |
| 05/03/2025 | WM | Draft Documents                | work on settlement.  | \$0.00 | 0.2 | \$0.00 |
| 05/05/2025 | AT | Research and Writing           | review documents concerning chicago EPA consent order  | \$0.00 | 0.3 | \$0.00 |
| 05/05/2025 | WM | Review Documents               | Review Illinois consent order.   | \$0.00 | 0.2 | \$0.00 |
| 05/05/2025 | WM | Draft Email                    | mailto adversary re settlement Condo 2 re acertinaing class; i.e. people-units in Independence Way that face Sim                       | \$0.00 | 0.3 | \$0.00 |
| 05/05/2025 | WM | Draft Court Documents          | workmen motion to approve class settlement.  | \$0.00 | 0.5 | \$0.00 |
| 05/06/2025 | WM | Phone Call                     | Cnfer with Condo 2 Board member re 1 Independence Way.   | \$0.00 | 0.6 | \$0.00 |
| 05/06/2025 | AT | Review Documents               | review expert data   | \$0.00 | 1.4 | \$0.00 |
| 05/07/2025 | WM | Review Documents               | Review order extending time for Sims municipal recycling to answer   | \$0.00 | 0.1 | \$0.00 |
| 05/09/2025 | WM | Draft Court Documents          | work on class action settlement.   | \$0.00 | 1.0 | \$0.00 |
| 05/09/2025 | AT | Research and Writing           | research motions for class settlement  | \$0.00 | 1.3 | \$0.00 |
| 05/09/2025 | WM | Discussion with Adversaries    | Call re settlement   | \$0.00 | 0.3 | \$0.00 |
| 05/09/2025 | WM | Draft Documents                | work on settlement motion and related tasks.   | \$0.00 | 0.6 | \$0.00 |
| 05/09/2025 | WM | Draft Documents                | work on settlement.  | \$0.00 | 0.4 | \$0.00 |
| 05/10/2025 | WM | Site Visit                     | Tour 1 independence identify units with exposure   | \$0.00 | 0.9 | \$0.00 |
| 05/10/2025 | WM | Draft Email                    | email re settlement discussion   | \$0.00 | 0.1 | \$0.00 |
| 05/10/2025 | WM | Draft Court Documents          | work on motion to approve settlement   | \$0.00 | 0.3 | \$0.00 |
| 05/11/2025 | WM | Draft Email                    | meal to expert re report.  | \$0.00 | 0.1 | \$0.00 |
| 05/12/2025 | WM | Draft Email                    | Email with HOA re units an   | \$0.00 | 0.1 | \$0.00 |
| 05/12/2025 | AT | Review Documents               | review expert data   | \$0.00 | 0.5 | \$0.00 |
| 05/14/2025 | WM | Meeting                        | Zoom with Sims Metal East and SMR lawyer re settlement.  | \$0.00 | 2.0 | \$0.00 |
| 05/14/2025 | AT | Confer with Partner            | discuss expert data  | \$0.00 | 0.6 | \$0.00 |
| 05/14/2025 | WM | Confer with Partner            | Discuss settlement.  | \$0.00 | 0.5 | \$0.00 |
| 05/14/2025 | WM | Review Documents               | read subpoena response   | \$0.00 | 0.2 | \$0.00 |
| 05/14/2025 | DF | Meeting                        | Confer w/partner and associate re settlement meeting, distribution design, settlement issue (e.g., advertisement, notice) and strategy | \$0.00 | 0.5 | \$0.00 |
| 05/16/2025 | WM | Site Visit                     | visit 15 Freedom Place and 4 Constellation to evaluate Sims impact.  | \$0.00 | 1.1 | \$0.00 |
| 05/16/2025 | WM | Review Documents               | Review SMR draft Motion to Extend  | \$0.00 | 0.1 | \$0.00 |
| 05/16/2025 | WM | Draft Email                    | email co counsel re expert services.   | \$0.00 | 0.3 | \$0.00 |
| 05/16/2025 | WM | Review Documents               | Review issues related to class notice.   | \$0.00 | 0.2 | \$0.00 |
| 05/19/2025 | WM | Discussion with Adversaries    | Call with Sims Metal lawyer re moving settlement forward   | \$0.00 | 0.3 | \$0.00 |
| 05/19/2025 | WM | Confer with testifying expert. | Discuss expert report.   | \$0.00 | 0.1 | \$0.00 |
| 05/19/2025 | WM | Phone Call                     | call with experts firm   | \$0.00 | 0.4 | \$0.00 |

|            |    |                                |  |        |     |        |
|------------|----|--------------------------------|--|--------|-----|--------|
| 05/20/2025 | WM | Review Documents               | work identifying units Condo 3   | \$0.00 | 0.1 | \$0.00 |
| 05/21/2025 | WM | Research and Writing           | work on class notice issue   | \$0.00 | 0.5 | \$0.00 |
| 05/22/2025 | WM | Site Visit                     | Tour 4 Constellation Place.  | \$0.00 | 0.5 | \$0.00 |
| 05/22/2025 | WM | Draft Documents                | work on ascertainability. issue.   | \$0.00 | 1.1 | \$0.00 |
| 05/22/2025 | WM | Research and Writing           | Work on identifying class members  | \$0.00 | 0.6 | \$0.00 |
| 05/23/2025 | DF | Review Documents               | Reviewed SMR settlement term sheets  | \$0.00 | 0.4 | \$0.00 |
| 05/23/2025 | WM | Meeting                        | Discuss settlement with SMR.   | \$0.00 | 2.3 | \$0.00 |
| 05/23/2025 | DF | Meeting                        | Met w/SMR re settlement, distribution formula                                  | \$0.00 | 1.5 | \$0.00 |
| 05/25/2025 | WM | Review Documents               | review settlement issues.  | \$0.00 | 0.1 | \$0.00 |
| 05/27/2025 | WM | Phone Call                     | Dicuss settlement withSlms metal estonsel.                                     | \$0.00 | 0.2 | \$0.00 |
| 05/27/2025 | DF | Draft Documents                | Walked through finding prior owners, drafted instructions re same              | \$0.00 | 2.3 | \$0.00 |
| 05/28/2025 | WM | Research and Writing           | work on notice issue.  | \$0.00 | 0.2 | \$0.00 |
| 05/29/2025 | AT | Draft Documents                | review and draft settlement documents  | \$0.00 | 1.9 | \$0.00 |
| 05/30/2025 | AT | Draft Documents                | draft settlement documents   | \$0.00 | 0.5 | \$0.00 |
| 05/30/2025 | WM | Draft Court Documents          | Work on settlement.  | \$0.00 | 0.5 | \$0.00 |
| 06/03/2025 | WM | Confer with testifying expert. | call expert re status.   | \$0.00 | 0.2 | \$0.00 |
| 06/04/2025 | WM | Discussion with Adversaries    | Teams meeting adversaries re settlement  | \$0.00 | 0.7 | \$0.00 |
| 06/05/2025 | AT | Confer with Partner            | confer with partners on settlement strategy                                    | \$0.00 | 0.2 | \$0.00 |
| 06/05/2025 | DF | Confer with Partner            | Call w/partner and associate re formula for distribution of funds, notice      | \$0.00 | 0.2 | \$0.00 |
| 06/05/2025 | WM | Confer with Partner            | Discuss settlement-allocation  | \$0.00 | 0.2 | \$0.00 |
| 06/05/2025 | WM | Review Documents               | review DEP records.  | \$0.00 | 0.2 | \$0.00 |
| 06/07/2025 | WM | Draft Email                    | Email adversaries re discovery schedule and settlement.                        | \$0.00 | 0.3 | \$0.00 |
| 06/09/2025 | WM | Phone Call                     | Dicuss settlement with David Sellinger.  | \$0.00 | 0.3 | \$0.00 |
| 06/11/2025 | WM | Draft Court Documents          | draft settled motion   | \$0.00 | 0.8 | \$0.00 |
| 06/12/2025 | WM | Draft Email                    | Review file and proposed content case management order and then email on same. | \$0.00 | 0.4 | \$0.00 |
| 06/12/2025 | WM | Draft Court Documents          | draft motion for preliminary approval.   | \$0.00 | 1.8 | \$0.00 |
| 06/12/2025 | WM | Draft Court Documents          | Draft motion for court approval of settlement.                                 | \$0.00 | 0.9 | \$0.00 |
| 06/13/2025 | WM | Draft Settlement               | draft Sims Metal components  | \$0.00 | 0.8 | \$0.00 |
| 06/14/2025 | WM | Draft Settlement               |  | \$0.00 | 1.1 | \$0.00 |
| 06/15/2025 | WM | Draft Settlement               |  | \$0.00 | 0.5 | \$0.00 |
| 06/16/2025 | WM | Draft Settlement               | Draft sims metal settlement section  | \$0.00 | 0.6 | \$0.00 |
| 06/16/2025 | DF | Review Documents               | Reviewed and revised settlement draft re SimsMetal                             | \$0.00 | 2.1 | \$0.00 |
| 06/17/2025 | WM | Draft Settlement               | Revise Simsmetal settlement sections.  | \$0.00 | 0.6 | \$0.00 |

|            |    |                             |   |        |     |        |
|------------|----|-----------------------------|---|--------|-----|--------|
| 06/18/2025 | WM | Draft Settlement            | Draft Sms Metal settlement agreement.                 | \$0.00 | 0.6 | \$0.00 |
| 06/19/2025 | WM | Review Documents            | read emails re discovery extension                    | \$0.00 | 0.1 | \$0.00 |
| 06/19/2025 | WM | Draft Settlement            |   | \$0.00 | 0.7 | \$0.00 |
| 06/23/2025 | WM | Discussion with Adversaries | Dicuss settlement.                                    | \$0.00 | 0.2 | \$0.00 |
| 06/24/2025 | WM | Draft Court Documents       | draft motion for preliminary approval                 | \$0.00 | 0.8 | \$0.00 |
| 06/25/2025 | WM | Discussion with Adversaries | Discussed settlement                                  | \$0.00 | 0.4 | \$0.00 |
| 06/25/2025 | WM | Draft Email                 | email adversaries re settlement status and discovery. | \$0.00 | 0.1 | \$0.00 |
| 06/25/2025 | WM | Draft Documents             | Draft settlement Motion                               | \$0.00 | 0.5 | \$0.00 |
| 06/26/2025 | WM | Draft Court Documents       | Draft motion for preliminary approval                 | \$0.00 | 1.3 | \$0.00 |
| 06/27/2025 | WM | Court Appearance            | attend court to meet with Judge Ahmad and Leo Hurley. | \$0.00 | 1.2 | \$0.00 |
| 06/27/2025 | WM | Draft Court Documents       | Draft settlement motion.                              | \$0.00 | 0.5 | \$0.00 |
| 06/27/2025 | WM | Draft Settlement            |   | \$0.00 | 2.9 | \$0.00 |
| 06/30/2025 | WM | Court Appearance            | Sims Case Management Conference.                      | \$0.00 | 0.7 | \$0.00 |
| 07/02/2025 | WM | Review Documents            | review email from expert.                             | \$0.00 | 0.2 | \$0.00 |
| 07/06/2025 | WM | Draft Court Documents       | Draft motion for preliminary approval of settlement.  | \$0.00 | 1.4 | \$0.00 |
| 07/07/2025 | WM | Draft Letter                | Send message to Sims Metal counsel. re settlement.    | \$0.00 | 0.2 | \$0.00 |
| 07/07/2025 | WM | Draft Email                 | draft correspondence top expert                       | \$0.00 | 0.2 | \$0.00 |
| 07/08/2025 | WM | Draft Court Documents       | Work on brief for preliminary approval                | \$0.00 | 1.2 | \$0.00 |
| 07/08/2025 | WM | Draft Email                 | meal with co console re expert                        | \$0.00 | 0.1 | \$0.00 |
| 07/08/2025 | WM | Draft Email                 | email l expert  | \$0.00 | 0.2 | \$0.00 |
| 07/09/2025 | WM | Discussion with Adversaries | confer re settlement with SimsMetal east.             | \$0.00 | 0.1 | \$0.00 |
| 07/09/2025 | WM | Draft Court Documents       | Draft brief for preliminary approval                  | \$0.00 | 0.5 | \$0.00 |
| 07/09/2025 | WM | Discussion with Adversaries | Discuss settlement with Sims Metal East lawyer        | \$0.00 | 0.2 | \$0.00 |
| 07/09/2025 | WM | Review Documents            | Review notice proposal fee                            | \$0.00 | 0.1 | \$0.00 |
| 07/10/2025 | WM | Draft Court Documents       | draft motion for preliminary approval.                | \$0.00 | 0.8 | \$0.00 |
| 07/11/2025 | WM | Draft Court Documents       | Draft brei for preliminary approval.                  | \$0.00 | 1.3 | \$0.00 |
| 07/11/2025 | AT | Review Documents            | review discovery documents                            | \$0.00 | 0.5 | \$0.00 |
| 07/11/2025 | WM | Draft Court Documents       | for on settlement                                     | \$0.00 | 0.5 | \$0.00 |
| 07/11/2025 | WM | Discussion with Adversaries | caller settlement.                                    | \$0.00 | 0.4 | \$0.00 |
| 07/12/2025 | WM | Draft Court Documents       | Draft brief for preliminary approval.                 | \$0.00 | 1.5 | \$0.00 |
| 07/12/2025 | WM | Draft Court Documents       | Draft Motion for Preliminary Approval                 | \$0.00 | 1.1 | \$0.00 |

|            |    |                             |   |        |     |        |
|------------|----|-----------------------------|---|--------|-----|--------|
| 07/14/2025 | WM | Discussion with Adversaries | message re settlement to sims metal east lawyer.  | \$0.00 | 0.1 | \$0.00 |
| 07/14/2025 | WM | Draft Court Documents       | Draft motion for preliminary approval.  | \$0.00 | 0.6 | \$0.00 |
| 07/14/2025 | WM | Discussion with Adversaries | Call on SMR settlement.   | \$0.00 | 0.4 | \$0.00 |
| 07/15/2025 | WM | Draft Court Documents       | draft motion for preliminary approval of class settlement   | \$0.00 | 0.7 | \$0.00 |
| 07/15/2025 | WM | Draft Email                 | drat email re settlement class.   | \$0.00 | 0.1 | \$0.00 |
| 07/15/2025 | WM | Discussion with Adversaries | Discuss class tiers with SMR counsel  | \$0.00 | 0.2 | \$0.00 |
| 07/15/2025 | WM | Phone Call                  | Call with SomsMetal East lawyer re settlement.  | \$0.00 | 0.2 | \$0.00 |
| 07/15/2025 | WM | Review Documents            | Review settlement terms.  | \$0.00 | 0.2 | \$0.00 |
| 07/15/2025 | DF | Review Documents            | Reviewed SMR settlement proposal  | \$0.00 | 1.0 | \$0.00 |
| 07/19/2025 | WM | Draft Email                 | email re subpoena respond and setlemnt.   | \$0.00 | 0.1 | \$0.00 |
| 07/20/2025 | WM | Draft Court Documents       | Draft Motion for preliminary approval of Settlement agreement.  | \$0.00 | 0.8 | \$0.00 |
| 07/21/2025 | WM | Draft Court Documents       | Draft ,onion for preliminary approval of settlement.  | \$0.00 | 1.6 | \$0.00 |
| 07/21/2025 | WM | Draft Court Documents       | draft Motion for preliminary approval of settlement.  | \$0.00 | 0.2 | \$0.00 |
| 07/22/2025 | WM | Review Documents            | review draft settlement language  | \$0.00 | 0.1 | \$0.00 |
| 07/25/2025 | WM | Draft Email                 | read email and respond from HOA on subpoena.  | \$0.00 | 0.1 | \$0.00 |
| 07/29/2025 | WM | Draft Court Documents       | Review document re status and email adversaries.  | \$0.00 | 0.2 | \$0.00 |
| 07/30/2025 | WM | Draft Court Documents       | review draft of settlement documents.   | \$0.00 | 0.5 | \$0.00 |
| 07/31/2025 | WM | Review Documents            | review HOA subpoena response.   | \$0.00 | 0.1 | \$0.00 |
| 07/31/2025 | WM | Review Documents            | Review settlement documents   | \$0.00 | 0.1 | \$0.00 |
| 08/01/2025 | WM | Review Documents            | review settlement exhibit drafts.   | \$0.00 | 0.3 | \$0.00 |
| 08/02/2025 | WM | Review Documents            | review settlements papers.  | \$0.00 | 0.2 | \$0.00 |
| 08/03/2025 | WM | Review Documents            | Review settlement documents   | \$0.00 | 0.4 | \$0.00 |
| 08/04/2025 | WM | Discussion with Adversaries | Dicuss settlement with SimsMetal East counsel.  | \$0.00 | 0.3 | \$0.00 |
| 08/04/2025 | DF | Review Documents            | Reviewed and revised Motion to Approve Brief, reviewed various SMR documents/exhibits                       | \$0.00 | 4.2 | \$0.00 |
| 08/05/2025 | AT | Phone Call                  | review documents, call regarding follow up documents  | \$0.00 | 0.6 | \$0.00 |
| 08/06/2025 | WM | Draft Email                 | email experts   | \$0.00 | 0.4 | \$0.00 |
| 08/08/2025 | WM | Draft Email                 | Emails with experts.  | \$0.00 | 0.1 | \$0.00 |
| 08/12/2025 | WM | Review Documents            | review brief for preliminary approval and email attorney for sims metal east.                               | \$0.00 | 0.2 | \$0.00 |
| 08/12/2025 | AT | File Documents with Court   | file OPRA request   | \$0.00 | 0.2 | \$0.00 |
| 08/12/2025 | WM | Draft Court Documents       | work on motion for preliminary. approval.   | \$0.00 | 1.7 | \$0.00 |
| 08/12/2025 | DF | Review Documents            | Reviewed and made proposed amendments to class definition; conferred w/partner re brief and nuisance per se | \$0.00 | 0.7 | \$0.00 |

|            |    |                             |   |        |     |        |
|------------|----|-----------------------------|---|--------|-----|--------|
| 08/12/2025 | WM | Draft Documents             | work on settlement  | \$0.00 | 1.1 | \$0.00 |
| 08/12/2025 | DF | Review Documents            | Reviewed/revised settlement Motion  | \$0.00 | 0.4 | \$0.00 |
| 08/13/2025 | WM | Draft Email                 | email to co counsel and email o adversary and   | \$0.00 | 0.5 | \$0.00 |
| 08/13/2025 | AT | Review Documents            | review tenants for settlement   | \$0.00 | 0.6 | \$0.00 |
| 08/13/2025 | AT | Review Documents            | review opra documents   | \$0.00 | 0.2 | \$0.00 |
| 08/14/2025 | WM | Discussion with Adversaries | Call with Sims Metal lawyer.  | \$0.00 | 0.4 | \$0.00 |
| 08/14/2025 | WM | Draft Email                 | draft email to co-counsel re settlement status.   | \$0.00 | 0.2 | \$0.00 |
| 08/14/2025 | WM | Draft Email                 | Emails with co counsel  | \$0.00 | 0.1 | \$0.00 |
| 08/14/2025 | WM | Review Documents            | review recent OPRA documents.   | \$0.00 | 0.5 | \$0.00 |
| 08/14/2025 | WM | Review Documents            | email with expert   | \$0.00 | 0.1 | \$0.00 |
| 08/15/2025 | WM | Confer with co-counsel      | Discuss expert issue  | \$0.00 | 0.1 | \$0.00 |
| 08/15/2025 | WM | Review Documents            | read email and cert from SMR. for settlement.   | \$0.00 | 0.1 | \$0.00 |
| 08/15/2025 | WM | Review Documents            | r4eview SMR settlement certification  | \$0.00 | 0.3 | \$0.00 |
| 08/18/2025 | WM | Discussion with Adversaries | Call with Leo Hurley and email to co counsel  | \$0.00 | 0.2 | \$0.00 |
| 08/18/2025 | DF | Review Documents            | Reviewed SMR certification  | \$0.00 | 0.4 | \$0.00 |
| 08/19/2025 | WM | Draft Email                 | emails with adversaries and client re settlement.                                       | \$0.00 | 0.4 | \$0.00 |
| 08/22/2025 | WM | Draft Email                 | email to adversary re settlement.   | \$0.00 | 0.1 | \$0.00 |
| 08/22/2025 | WM | Review Documents            | Review Signs Settlement revisions.  | \$0.00 | 0.3 | \$0.00 |
| 08/22/2025 | WM | Review Documents            | read emails re settlement.  | \$0.00 | 0.1 | \$0.00 |
| 08/24/2025 | WM | Review Documents            | review draft class action + _SMR relief settlement.                                     | \$0.00 | 0.4 | \$0.00 |
| 08/25/2025 | WM | Review Documents            | Review settlement.  | \$0.00 | 2.3 | \$0.00 |
| 08/25/2025 | AT | Meeting                     | review settlement documents with partners and co counsel                                | \$0.00 | 2.3 | \$0.00 |
| 08/25/2025 | DF | Review Documents            | Reviewed settlement draft documents and met w/partner, associate and co-counsel re same | \$0.00 | 4.5 | \$0.00 |
| 08/26/2025 | WM | Review Documents            | Review emits with experts.  | \$0.00 | 0.2 | \$0.00 |
| 08/26/2025 | AT | Review Documents            | review opra response  | \$0.00 | 0.3 | \$0.00 |
| 08/26/2025 | WM | Review Documents            | review document from OPRA request.  | \$0.00 | 0.2 | \$0.00 |
| 08/26/2025 | DF | Meeting                     | Met re settlement agreement, expert costs   | \$0.00 | 1.2 | \$0.00 |
| 08/26/2025 | WM | Confer with co-counsel      | go through settlement.  | \$0.00 | 1.1 | \$0.00 |
| 08/26/2025 | AT | Meeting                     | confer with partners and co counsel regarding settlement proposal                       | \$0.00 | 1.1 | \$0.00 |
| 08/26/2025 | WM | Review Documents            | work on settlement.   | \$0.00 | 1.6 | \$0.00 |
| 08/27/2025 | DF | Confer with Partner         | Call w/Partner re settlement conference w/defendants                                    | \$0.00 | 0.2 | \$0.00 |
| 08/27/2025 | WM | Draft Settlement            | Prepare for meeting with adversaries, meet and then refuse settlement draft.            | \$0.00 | 2.0 | \$0.00 |
| 08/28/2025 | WM | Draft Court Documents       | draft preliminary approval brief  | \$0.00 | 0.2 | \$0.00 |
| 08/28/2025 | WM | Phone Call                  | call with experts   | \$0.00 | 0.1 | \$0.00 |
| 09/04/2025 | WM | Draft Settlement            | work n settlement papers  | \$0.00 | 1.3 | \$0.00 |

|            |    |                             |   |        |     |        |
|------------|----|-----------------------------|---|--------|-----|--------|
| 09/05/2025 | WM | Draft Court Documents       | Revise brief for preliminary approval of settlement.  | \$0.00 | 1.5 | \$0.00 |
| 09/05/2025 | DF | Review Documents            | Reviewed and revised (and redid math for) brief   | \$0.00 | 1.5 | \$0.00 |
| 09/08/2025 | WM | Draft Email                 | Revise and send draft settlement agreement brief to adversary                                 | \$0.00 | 0.2 | \$0.00 |
| 09/10/2025 | WM | Confer with co-counsel      | Discussed settlement discussions  | \$0.00 | 0.2 | \$0.00 |
| 09/10/2025 | WM | Review Documents            | review edits to settlement agreement edits  | \$0.00 | 0.4 | \$0.00 |
| 09/10/2025 | WM | Review Documents            | Read brief edits and discuss with co-counsel  | \$0.00 | 0.5 | \$0.00 |
| 09/12/2025 | WM | Review Documents            | prepare for settlement meeting.   | \$0.00 | 0.3 | \$0.00 |
| 09/12/2025 | WM | Meeting                     | Meet regarding settlement with Sims metal East  | \$0.00 | 2.3 | \$0.00 |
| 09/12/2025 | WM | Confer with Partner         | Discuss settlement  | \$0.00 | 0.6 | \$0.00 |
| 09/12/2025 | DF | Review Documents            | Conferred w/partner re Sims settlement meeting, reviewed and revised amended settlement draft | \$0.00 | 0.5 | \$0.00 |
| 09/12/2025 | WM | Draft Settlement            |   | \$0.00 | 0.2 | \$0.00 |
| 09/16/2025 | DF | Review Documents            | Reviewed and commented on/edited SMR changes to Motion brief                                  | \$0.00 | 1.3 | \$0.00 |
| 09/18/2025 | WM | Meeting                     | Meet with Simsmetal East and then call with SMR   | \$0.00 | 2.5 | \$0.00 |
| 09/19/2025 | WM | Draft Email                 | update to counsel.  | \$0.00 | 0.3 | \$0.00 |
| 09/19/2025 | WM | Draft Court Documents       | draft brief for preliminary approval.   | \$0.00 | 1.4 | \$0.00 |
| 09/20/2025 | WM | Draft Documents             | work on settlement  | \$0.00 | 0.2 | \$0.00 |
| 09/22/2025 | WM | Meeting                     | Virtual meeting with sound engineers  | \$0.00 | 0.8 | \$0.00 |
| 09/23/2025 | WM | Discussion with Adversaries | Discuss fire  | \$0.00 | 0.2 | \$0.00 |
| 09/23/2025 | WM | Review Documents            | Review materials related to settlement  | \$0.00 | 0.3 | \$0.00 |
| 09/25/2025 | WM | Draft Settlement            |   | \$0.00 | 0.6 | \$0.00 |
| 09/25/2025 | WM | Phone Call                  | Call with David Sellinger re settlement   | \$0.00 | 0.3 | \$0.00 |
| 09/25/2025 | WM | Draft Agreement             | work on settlement agreement.   | \$0.00 | 0.3 | \$0.00 |
| 09/25/2025 | WM | Draft Settlement            | Revise based on new terms.  | \$0.00 | 0.9 | \$0.00 |
| 09/25/2025 | DF | Draft Documents             | Worked on calculating expenses  | \$0.00 | 2.4 | \$0.00 |
| 09/26/2025 | WM | Phone Call                  | Call with adversary and then co counsel re settlement b                                       | \$0.00 | 0.5 | \$0.00 |
| 09/29/2025 | WM | Discussion with Adversaries | Discuss settlement.   | \$0.00 | 0.3 | \$0.00 |
| 09/30/2025 | WM | Review Documents            | review sample data.   | \$0.00 | 0.4 | \$0.00 |
| 09/30/2025 | WM | Meeting                     | Meet sims sound people  | \$0.00 | 0.3 | \$0.00 |
| 10/01/2025 | WM | Meeting                     | Meet Simsmetal sound people   | \$0.00 | 3.0 | \$0.00 |
| 10/01/2025 | WM | Review Documents            | Review settled documents  | \$0.00 | 0.1 | \$0.00 |
| 10/03/2025 | WM | Confer with Partner         | Discuss case expenses.  | \$0.00 | 0.3 | \$0.00 |
| 10/06/2025 | WM | Discussion with Adversaries | Discuss settlement.   | \$0.00 | 0.1 | \$0.00 |
| 10/09/2025 | WM | Discussion with Adversaries | Call with SMR counsel   | \$0.00 | 0.1 | \$0.00 |
| 10/10/2025 | DF | Confer with co-counsel      | Conferred w/co-counsel re settlement  | \$0.00 | 0.3 | \$0.00 |

|            |    |                             |  |        |     |        |
|------------|----|-----------------------------|--|--------|-----|--------|
| 10/10/2025 | WM | Confer with co-counsel      | Discuss settlement   | \$0.00 | 0.3 | \$0.00 |
| 10/10/2025 | WM | Review Documents            | Read email regarding settlement  | \$0.00 | 0.4 | \$0.00 |
| 10/11/2025 | WM | Draft Settlement            |  | \$0.00 | 0.4 | \$0.00 |
| 10/12/2025 | WM | Draft Settlement            | Revise agreement and notice forms  | \$0.00 | 0.5 | \$0.00 |
| 10/13/2025 | WM | Research and Writing        | search for settlement.   | \$0.00 | 0.7 | \$0.00 |
| 10/13/2025 | DF | Review Documents            | Reviewed/revised final settlement, notice documents; conferred w/partner re same | \$0.00 | 2.6 | \$0.00 |
| 10/13/2025 | WM | Research and Writing        | memo on settlement issues.   | \$0.00 | 2.5 | \$0.00 |
| 10/13/2025 | WM | Draft Email                 | Email top advisories re settlement.  | \$0.00 | 0.1 | \$0.00 |
| 10/14/2025 | WM | Review Documents            | Read emails re settlement.   | \$0.00 | 0.1 | \$0.00 |
| 10/14/2025 | WM | Draft Email                 | Emails S RE SETTLEMENT.  | \$0.00 | 0.2 | \$0.00 |
| 10/15/2025 | WM | Phone Call                  | Call with adversary re settlement.   | \$0.00 | 0.1 | \$0.00 |
| 10/16/2025 | WM | Review Documents            | Review noise data.   | \$0.00 | 0.3 | \$0.00 |
| 10/22/2025 | WM | Review Documents            | Read claims admin post card notice.  | \$0.00 | 0.2 | \$0.00 |
| 10/24/2025 | WM | Research and Writing        | work in issues related to settlement.  | \$0.00 | 2.5 | \$0.00 |
| 10/24/2025 | WM | Phone Call                  | Call with SMR re settlement.   | \$0.00 | 0.2 | \$0.00 |
| 10/24/2025 | DF | Review Documents            | Reviewed administrator's edit of postcard notice                                 | \$0.00 | 0.2 | \$0.00 |
| 10/24/2025 | AT | Research and Writing        | research class actions settlement documents                                      | \$0.00 | 1.0 | \$0.00 |
| 10/24/2025 | WM | Research and Writing        | work on issues related to settlement.  | \$0.00 | 0.9 | \$0.00 |
| 10/24/2025 | WM | Research and Writing        | work o settlement issues.  | \$0.00 | 0.7 | \$0.00 |
| 10/25/2025 | WM | Prepare Discovery Response  | work on settlement.  | \$0.00 | 0.6 | \$0.00 |
| 10/26/2025 | WM | Research and Writing        | Work on settlement.  | \$0.00 | 1.8 | \$0.00 |
| 10/26/2025 | WM | Research and Writing        | work on settlement.  | \$0.00 | 1.6 | \$0.00 |
| 10/27/2025 | WM | Research and Writing        | work on settlement   | \$0.00 | 0.4 | \$0.00 |
| 10/27/2025 | AT | Review Documents            | review documents   | \$0.00 | 1.0 | \$0.00 |
| 10/27/2025 | WM | Research and Writing        | work on settlement   | \$0.00 | 0.4 | \$0.00 |
| 10/28/2025 | DF | Research and Writing        | Researched attorneys' fees based on injunctive relief                            | \$0.00 | 0.6 | \$0.00 |
| 10/28/2025 | DF | Research and Writing        | Researched re and made/laid out lodestar calculations                            | \$0.00 | 2.7 | \$0.00 |
| 10/28/2025 | WM | Review Documents            | Read materials related to settlement   | \$0.00 | 0.2 | \$0.00 |
| 10/29/2025 | WM | Discussion with Adversaries | Discuss settlement   | \$0.00 | 1.6 | \$0.00 |
| 10/29/2025 | DF | Meeting                     | Meeting re class administration, amendments to settlement agreement              | \$0.00 | 1.4 | \$0.00 |
| 10/29/2025 | WM | Confer with co-counsel      | Dsicuss settlement terms.  | \$0.00 | 0.3 | \$0.00 |

|            |    |                             |   |        |     |        |
|------------|----|-----------------------------|---|--------|-----|--------|
| 10/29/2025 | AT | Review Documents            | review settlement language  | \$0.00 | 0.2 | \$0.00 |
| 10/29/2025 | DF | Review Documents            | Reviewed new settlement language from Simsmetal, suggest revisions to same          | \$0.00 | 0.3 | \$0.00 |
| 10/29/2025 | WM | Review Documents            | Review settlement papers  | \$0.00 | 0.5 | \$0.00 |
| 10/30/2025 | WM | Discussion with Adversaries | Call with Sellinger re settlement.  | \$0.00 | 0.4 | \$0.00 |
| 10/30/2025 | WM | Discussion with Adversaries | Discuss settlement  | \$0.00 | 0.2 | \$0.00 |
| 11/04/2025 | WM | Draft Email                 | email with claim administrator re class.  | \$0.00 | 0.1 | \$0.00 |
| 11/05/2025 | WM | Draft Email                 | email re settlement.  | \$0.00 | 0.2 | \$0.00 |
| 11/05/2025 | WM | Draft Settlement            | Review JND revisions  | \$0.00 | 0.2 | \$0.00 |
| 11/07/2025 | WM | Review Documents            | Read settlement language.   | \$0.00 | 0.2 | \$0.00 |
| 11/08/2025 | WM | Memo Drafting               | Draft memo to client re settlement.   | \$0.00 | 2.1 | \$0.00 |
| 11/08/2025 | WM | Draft Email                 | EMail mem on settlment.   | \$0.00 | 1.7 | \$0.00 |
| 11/09/2025 | WM | Draft Settlement            | Review settlement.  | \$0.00 | 0.2 | \$0.00 |
| 11/10/2025 | WM | Memo Drafting               | Draft memo on settlement  | \$0.00 | 0.6 | \$0.00 |
| 11/10/2025 | AT | Pay Bills                   | pay expert fee  | \$0.00 | 0.5 | \$0.00 |
| 11/10/2025 | WM | Review Documents            | review claims forms.  | \$0.00 | 0.1 | \$0.00 |
| 11/11/2025 | WM | Draft Settlement            | work on settlement  | \$0.00 | 0.7 | \$0.00 |
| 11/11/2025 | WM | Confer with Client          | Dicuss settlement with Carista Vaeth  | \$0.00 | 0.4 | \$0.00 |
| 11/11/2025 | AT | Review Documents            | compare documents for settlement  | \$0.00 | 0.2 | \$0.00 |
| 11/11/2025 | WM | Draft Court Documents       | work own settlement papers  | \$0.00 | 2.8 | \$0.00 |
| 11/11/2025 | DF | Draft Documents             | Conferred w/partner, did calculations for and drafted Settlement Payout Cheat Sheet | \$0.00 | 4.2 | \$0.00 |
| 11/11/2025 | WM | Review Documents            | Review settlement documents   | \$0.00 | 0.2 | \$0.00 |
| 11/12/2025 | WM | Draft Documents             | wrk on settlement including conferring. with client.                                | \$0.00 | 2.5 | \$0.00 |
| 11/12/2025 | AT | Draft Documents             | draft certification   | \$0.00 | 2.5 | \$0.00 |
| 11/12/2025 | WM | Draft Email                 | Draft settlement documents .  | \$0.00 | 0.3 | \$0.00 |
| 11/13/2025 | WM | Draft Settlement            | work on settlement documents.   | \$0.00 | 0.3 | \$0.00 |
| 11/13/2025 | WM | Discussion with Adversaries | Call with David Sellinger re notice and settlement status.                          | \$0.00 | 0.3 | \$0.00 |
| 11/13/2025 | WM | Discussion with Adversaries | Discuss settlement.   | \$0.00 | 0.3 | \$0.00 |
| 11/13/2025 | WM | Review Documents            | Review the settlement.  | \$0.00 | 0.3 | \$0.00 |
| 11/14/2025 | WM | Phone Call                  | Call; its avdersary, client and co-counsel  | \$0.00 | 0.2 | \$0.00 |
| 11/16/2025 | WM | Confer with Client          | Discuss settlement  | \$0.00 | 0.3 | \$0.00 |
| 11/17/2025 | WM | Draft Settlement            | review settlement   | \$0.00 | 0.4 | \$0.00 |
| 11/17/2025 | WM | Meeting                     | Discuss settlement.   | \$0.00 | 0.4 | \$0.00 |
| 11/20/2025 | WM | Discussion with Adversaries | Zoom re settlement and write memo.  | \$0.00 | 1.1 | \$0.00 |
| 11/26/2025 | WM | Site Visit                  | check sound data  | \$0.00 | 0.1 | \$0.00 |
| 11/26/2025 | WM | Meeting                     | Settlement discussion on Zoom with adversaries.                                     | \$0.00 | 0.9 | \$0.00 |
| 11/29/2025 | WM | Draft Documents             | Draft settlement documents  | \$0.00 | 0.8 | \$0.00 |

|            |    |                             |  |        |     |        |
|------------|----|-----------------------------|--|--------|-----|--------|
| 12/01/2025 | AT | Draft Documents             | draft notice of motion for preliminary settlement                      | \$0.00 | 0.6 | \$0.00 |
| 12/01/2025 | WM | Phone Call                  | Confer with adversary and co counsel on settlement.                    | \$0.00 | 1.6 | \$0.00 |
| 12/01/2025 | WM | Draft Settlement            | work on settlement issues and motion papers                            | \$0.00 | 1.0 | \$0.00 |
| 12/01/2025 | WM | Draft Settlement            | work on settlement documents   | \$0.00 | 0.5 | \$0.00 |
| 12/01/2025 | WM | Confer with Client          | Discuss settlement.  | \$0.00 | 0.3 | \$0.00 |
| 12/02/2025 | WM | Confer with Client          | get settlement signatures  | \$0.00 | 0.2 | \$0.00 |
| 12/02/2025 | WM | Draft Court Documents       | work on motion for preliminary approval.                               | \$0.00 | 0.3 | \$0.00 |
| 12/02/2025 | AT | Document Review             | review certification for preliminary approval of settlement            | \$0.00 | 0.7 | \$0.00 |
| 12/02/2025 | WM | Office Logistics            | Work on settlement   | \$0.00 | 0.4 | \$0.00 |
| 12/02/2025 | WM | Phone Call                  | Calls on settlement.   | \$0.00 | 0.5 | \$0.00 |
| 12/02/2025 | AT | Draft Documents             | review settlement materials  | \$0.00 | 1.3 | \$0.00 |
| 12/03/2025 | AT | Send Documents              | send drafts of settlement documents to opposing counsel                | \$0.00 | 0.2 | \$0.00 |
| 12/03/2025 | WM | Draft Court Documents       | finalize motion for preliminary approval                               | \$0.00 | 1.1 | \$0.00 |
| 12/03/2025 | AT | Draft Documents             | draft settlement documents   | \$0.00 | 3.7 | \$0.00 |
| 12/03/2025 | WM | Phone Call                  | Discuss settlement.  | \$0.00 | 0.2 | \$0.00 |
| 12/03/2025 | WM | Review Documents            | review settlement documents.   | \$0.00 | 0.2 | \$0.00 |
| 12/04/2025 | WM | Draft Email                 | email with client and co counselor es settlement.                      | \$0.00 | 0.2 | \$0.00 |
| 12/04/2025 | WM | Confer with co-counsel      | Discuss settlement.  | \$0.00 | 0.2 | \$0.00 |
| 12/04/2025 | WM | Phone Call                  | Discussion with adversaries  | \$0.00 | 0.3 | \$0.00 |
| 12/05/2025 | WM | Discussion with Adversaries | Call re settlement.  | \$0.00 | 0.3 | \$0.00 |
| 12/05/2025 | WM | Court Appearance            | Discuss settlement with Simsmetal counsel and judge.                   | \$0.00 | 1.2 | \$0.00 |
| 12/05/2025 | WM | Draft Email                 | Email to clients re settlement and review Sms changes.                 | \$0.00 | 0.4 | \$0.00 |
| 12/05/2025 | WM | Draft Email                 | Email clients re settlement  | \$0.00 | 0.5 | \$0.00 |
| 12/06/2025 | WM | Draft Email                 | meals omn settlement.  | \$0.00 | 0.4 | \$0.00 |
| 12/08/2025 | WM | Draft Settlement            |  | \$0.00 | 0.4 | \$0.00 |
| 12/08/2025 | AT | Draft Documents             | draft settlement documents   | \$0.00 | 2.0 | \$0.00 |
| 12/08/2025 | WM | Draft Settlement            |  | \$0.00 | 0.3 | \$0.00 |
| 12/09/2025 | AT | Draft Documents             | draft settlement documents   | \$0.00 | 0.6 | \$0.00 |
| 12/09/2025 | WM | File Documents with Court   | Finalize and file documents with court                                 | \$0.00 | 0.4 | \$0.00 |
| 12/10/2025 | WM | Court Appearance            | Deliver motion confer with judge re hearing                            | \$0.00 | 0.4 | \$0.00 |
| 12/11/2025 | WM | Court Appearance            | meet judge re hearing.   | \$0.00 | 0.5 | \$0.00 |
| 12/11/2025 | AT | Document Review             | review filing options in anticipation of amending notice of settlement | \$0.00 | 0.3 | \$0.00 |
| 12/11/2025 | WM | Phone Call                  | Calls re settlement and class units.                                   | \$0.00 | 1.3 | \$0.00 |
| 12/12/2025 | AT | Phone Call                  | call court regarding deficiency notice, update partner                 | \$0.00 | 0.5 | \$0.00 |
| 12/12/2025 | WM | Site Visit                  | Double check unit count  | \$0.00 | 2.8 | \$0.00 |

|            |    |                             |  |        |     |        |
|------------|----|-----------------------------|--|--------|-----|--------|
| 12/12/2025 | WM | Draft Email                 | Email to adversaries re units in class   | \$0.00 | 0.4 | \$0.00 |
| 12/12/2025 | DF | Review Documents            | Reviewed/determined number of units, revised payout cheat sheet, reviewed/revised email to adversary counsel | \$0.00 | 1.9 | \$0.00 |
| 12/12/2025 | WM | Draft Email                 | email re settlement.   | \$0.00 | 0.4 | \$0.00 |
| 12/12/2025 | WM | Discussion with Adversaries | Call with Dave Sellinger era settlement.   | \$0.00 | 0.6 | \$0.00 |
| 12/12/2025 | WM | Draft Email                 | Emails on settlement issues.   | \$0.00 | 1.5 | \$0.00 |
| 12/13/2025 | WM | Draft Email                 | resone to emak frim Cllaims Administrator.   | \$0.00 | 0.2 | \$0.00 |
| 12/13/2025 | WM | Confer with co-counsel      | Discuss notice issues  | \$0.00 | 0.7 | \$0.00 |
| 12/13/2025 | WM | Site Visit                  | Review units in class  | \$0.00 | 1.0 | \$0.00 |
| 12/13/2025 | WM | Discussion with Adversaries | Call regarding settlement  | \$0.00 | 0.5 | \$0.00 |
| 12/13/2025 | WM | Draft Email                 | Email re settlement  | \$0.00 | 0.2 | \$0.00 |
| 12/14/2025 | WM | Draft Settlement            | review settlement issues   | \$0.00 | 0.4 | \$0.00 |
| 12/14/2025 | WM | Review Documents            | Review settlement  | \$0.00 | 0.4 | \$0.00 |
| 12/15/2025 | WM | Phone Call                  | Calls re settlement.   | \$0.00 | 0.2 | \$0.00 |
| 12/15/2025 | AT | Document Review             | review unit list   | \$0.00 | 0.5 | \$0.00 |
| 12/15/2025 | WM | Site Visit                  | Visit buildings to confirm class.  | \$0.00 | 2.5 | \$0.00 |
| 12/15/2025 | WM | Meeting                     | Virtual meeting re settlement.   | \$0.00 | 1.0 | \$0.00 |
| 12/15/2025 | WM | Draft Settlement            | revise settlement  | \$0.00 | 0.7 | \$0.00 |
| 12/15/2025 | AT | Review Documents            | review settlement class units  | \$0.00 | 4.0 | \$0.00 |
| 12/16/2025 | AT | Document Review             | review unit list, draft and file letter requesting adjournment   | \$0.00 | 1.6 | \$0.00 |
| 12/16/2025 | WM | Draft Settlement            | revise settlement  | \$0.00 | 4.5 | \$0.00 |
| 12/16/2025 | WM | Confer with Partner         | Discusss settlement.   | \$0.00 | 0.4 | \$0.00 |
| 12/16/2025 | WM | Draft Settlement            | work on settlement   | \$0.00 | 0.5 | \$0.00 |
| 12/16/2025 | AT | Draft Documents             | draft letter regarding adjournment   | \$0.00 | 0.3 | \$0.00 |
| 12/16/2025 | WM | Research and Writing        | research issue related to settlement.  | \$0.00 | 0.4 | \$0.00 |
| 12/16/2025 | AT | File Documents with Court   | finalize and file letter requesting adjournment  | \$0.00 | 0.3 | \$0.00 |
| 12/17/2025 | WM | Draft Settlement            | edit settlement.   | \$0.00 | 0.3 | \$0.00 |
| 12/18/2025 | WM | Draft Settlement            | edit settlement agreement.   | \$0.00 | 1.1 | \$0.00 |
| 12/18/2025 | WM | Draft Email                 | mail on settlement.  | \$0.00 | 0.1 | \$0.00 |
| 12/18/2025 | WM | Draft Settlement            | Revise settlement.   | \$0.00 | 0.5 | \$0.00 |
| 12/18/2025 | AT | Draft Documents             | draft settlement   | \$0.00 | 0.2 | \$0.00 |
| 12/18/2025 | WM | Draft Settlement            | Finalize settlement.   | \$0.00 | 0.3 | \$0.00 |
| 12/18/2025 | WM | Office Logistics            | Work in new notice list and client signatures  | \$0.00 | 0.5 | \$0.00 |
| 12/19/2025 | WM | Draft Court Documents       | review court documents   | \$0.00 | 0.2 | \$0.00 |
| 12/19/2025 | AT | Draft Documents             | create new file for future filings   | \$0.00 | 0.5 | \$0.00 |
| 12/20/2025 | WM | Review Documents            | Read correspondence re LibertyHigh School  | \$0.00 | 0.1 | \$0.00 |

|            |    |                             |   |        |     |        |
|------------|----|-----------------------------|---|--------|-----|--------|
| 12/22/2025 | WM | Draft Court Documents       | work on revised mo5ii for preliminary approval.   | \$0.00 | 0.4 | \$0.00 |
| 12/22/2025 | WM | Draft Court Documents       | prepare preliminary approval order.   | \$0.00 | 1.2 | \$0.00 |
| 12/23/2025 | WM | Draft Court Documents       | Edit and send motion papers to adversaries.   | \$0.00 | 0.8 | \$0.00 |
| 12/23/2025 | WM | Confer with Partner         | Discuss notice and class issues   | \$0.00 | 0.5 | \$0.00 |
| 12/23/2025 | WM | Draft Court Documents       | work with David Sellonger e efforts to brief.   | \$0.00 | 0.4 | \$0.00 |
| 12/23/2025 | WM | Draft Court Documents       | wrk on motion papers for preliminary approval   | \$0.00 | 0.3 | \$0.00 |
| 12/24/2025 | WM | Draft Court Documents       | Review motion papers for preliminary approval   | \$0.00 | 0.2 | \$0.00 |
| 12/29/2025 | WM | Discussion with Adversaries | Call with Leo Hurley regarding finalizing settlement  | \$0.00 | 0.2 | \$0.00 |
| 12/29/2025 | DF | Review Documents            | Reviewed and digested class list  | \$0.00 | 3.3 | \$0.00 |
| 12/30/2025 | DF | Review Documents            | Reivew/digest class list, edit Motion documents   | \$0.00 | 2.9 | \$0.00 |
| 01/05/2026 | WM | Draft Email                 | email re email addresses for class members  | \$0.00 | 0.1 | \$0.00 |
| 01/05/2026 | WM | Draft Email                 | earl to JND re eligible units.  | \$0.00 | 0.2 | \$0.00 |
| 01/05/2026 | WM | Review Documents            | Review settlement website   | \$0.00 | 0.2 | \$0.00 |
| 01/13/2026 | WM | Draft Email                 | review materials on settlement and draft embalm   | \$0.00 | 0.4 | \$0.00 |
| 01/13/2026 | WM | Draft Settlement            | review settlement issues.   | \$0.00 | 0.6 | \$0.00 |
| 01/14/2026 | WM | Draft Settlement            | Revise settlement.  | \$0.00 | 0.6 | \$0.00 |
| 01/14/2026 | AT | File Documents with Court   | finalize and file settlement documents  | \$0.00 | 2.3 | \$0.00 |
| 01/14/2026 | WM | File Documents with Court   | finalize and file motion for preliminary approval   | \$0.00 | 1.1 | \$0.00 |
| 01/14/2026 | WM | Review Documents            | read subpoena response from HOA   | \$0.00 | 0.2 | \$0.00 |
| 01/15/2026 | WM | File Documents with Court   | Hand deliver motion and confirm hearing   | \$0.00 | 0.6 | \$0.00 |
| 01/16/2026 | WM | Draft Email                 | email to JND re re addresses.   | \$0.00 | 0.2 | \$0.00 |
| 01/22/2026 | WM | Prepare for Oral Argument   | Prepare for Motion for Preliminary Approval   | \$0.00 | 1.2 | \$0.00 |
| 01/22/2026 | WM | Prepare for Oral Argument   | Prepare for motion for preliminary approval   | \$0.00 | 2.5 | \$0.00 |
| 01/22/2026 | WM | Prepare for Oral Argument   |   | \$0.00 | 0.5 | \$0.00 |
| 01/23/2026 | WM | Prepare for Oral Argument   | prepare for hearing in preliminary approval.  | \$0.00 | 0.5 | \$0.00 |
| 01/23/2026 | WM | Court Appearance            | Attend hearing on motion for preliminary approval   | \$0.00 | 2.0 | \$0.00 |
| 01/23/2026 | AT | Court Appearance            | attend preliminary settlement hearing   | \$0.00 | 3.0 | \$0.00 |
| 01/23/2026 | WM | Review Documents            | Read preliminary order and email JND re hosting settlement website on MF website                                  | \$0.00 | 0.2 | \$0.00 |
| 01/25/2026 | DF | Prepare for Oral Argument   | Redid relevant math regarding units/payouts, conferred with partner, participated in argument/motion hearing prep | \$0.00 | 1.6 | \$0.00 |
| 01/26/2026 | WM | Review Documents            | review JND timeline   | \$0.00 | 0.2 | \$0.00 |
| 01/27/2026 | WM | Meeting                     | Meet Claioms Admin and MF staff re hosting website and then review JND email.                                     | \$0.00 | 0.2 | \$0.00 |

|            |    |                             |  |        |     |        |
|------------|----|-----------------------------|--|--------|-----|--------|
| 01/27/2026 | WM | Review Documents            | Read settlement website.   | \$0.00 | 0.2 | \$0.00 |
| 01/28/2026 | WM | Review Documents            | Review revised notice documents  | \$0.00 | 0.3 | \$0.00 |
| 01/29/2026 | WM | Review Documents            | review notice materials.   | \$0.00 | 0.2 | \$0.00 |
| 01/31/2026 | WM | Draft Court Documents       | Start motion for final approval  | \$0.00 | 0.3 | \$0.00 |
| 02/04/2026 | WM | Draft Email                 | email re notice.   | \$0.00 | 0.1 | \$0.00 |
| 02/09/2026 | WM | Review Documents            | Review timeline  | \$0.00 | 0.1 | \$0.00 |
| 02/09/2026 | WM | Draft Documents             | Draft potential message to community.                                  | \$0.00 | 0.8 | \$0.00 |
| 02/10/2026 | WM | Draft Documents             | draft message to community   | \$0.00 | 0.4 | \$0.00 |
| 02/10/2026 | WM | Draft Email                 | email draft what's app usage to team.                                  | \$0.00 | 0.2 | \$0.00 |
| 02/10/2026 | WM | Discussion with Adversaries | Call re settlement.  | \$0.00 | 0.4 | \$0.00 |
| 02/12/2026 | AT | Draft Documents             | draft settlement document  | \$0.00 | 0.7 | \$0.00 |
| 02/12/2026 | WM | Confer with Client          | Answer class members questions   | \$0.00 | 0.5 | \$0.00 |
| 02/14/2026 | WM | Draft Documents             | deal with class inquiries and some work omn motion for final approval  | \$0.00 | 0.4 | \$0.00 |
| 02/16/2026 | AT | Draft Documents             | draft settlement order   | \$0.00 | 0.8 | \$0.00 |
| 02/18/2026 | WM | Draft Email                 | Email class member on settlement                                       | \$0.00 | 0.1 | \$0.00 |
| 02/23/2026 | WM | Review Documents            | Read emails on notice invoices.  | \$0.00 | 0.1 | \$0.00 |
| 02/24/2026 | WM | Draft Email                 | read emails re notice cost and respond.                                | \$0.00 | 0.4 | \$0.00 |
| 02/25/2026 | WM | Phone Call                  | Calls re settlement  | \$0.00 | 0.8 | \$0.00 |
| 02/25/2026 | WM | Confer with Partner         | Discuss notice costs.  | \$0.00 | 0.1 | \$0.00 |
| 02/26/2026 | WM | Review Documents            | Review weekly report.  | \$0.00 | 0.1 | \$0.00 |
| 03/04/2026 | WM | Draft Email                 | email re JND.  | \$0.00 | 0.1 | \$0.00 |
| 03/04/2026 | WM | Draft Email                 | Talk to SMR Counsel and Claims Administrator, email co-counsel update. | \$0.00 | 0.6 | \$0.00 |
| 03/05/2026 | WM | Draft Court Documents       | work on motion for final approval.                                     | \$0.00 | 0.3 | \$0.00 |
| 03/05/2026 | WM | Draft Email                 | meal co counsel re settlement.   | \$0.00 | 0.1 | \$0.00 |
| 03/05/2026 | WM | Draft Court Documents       | Draft fee petition   | \$0.00 | 0.5 | \$0.00 |
| 03/05/2026 | WM | Draft Court Documents       | Draft petition for counsel fees.                                       | \$0.00 | 0.8 | \$0.00 |
| 03/06/2026 | WM | Draft Court Documents       | Draft petition for counsel fees  | \$0.00 | 1.0 | \$0.00 |
| 03/06/2026 | WM | Draft Court Documents       | Drat attorney fee petition.  | \$0.00 | 0.7 | \$0.00 |
| 03/07/2026 | WM | Draft Court Documents       | Draft petition for counsel fee.  | \$0.00 | 0.8 | \$0.00 |
| 03/07/2026 | WM | Draft Court Documents       | Draft Petition for counsel fees.                                       | \$0.00 | 3.3 | \$0.00 |
| 03/09/2026 | WM | Draft Court Documents       | Draft counsel fees petition.   | \$0.00 | 1.5 | \$0.00 |
| 03/09/2026 | WM | Draft Court Documents       | Draft petition for attorney fees.                                      | \$0.00 | 1.2 | \$0.00 |
| 03/09/2026 | WM | Draft Court Documents       | draft fee petition.  | \$0.00 | 2.5 | \$0.00 |

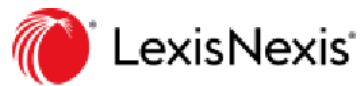
|            |    |                       |  |         |              |               |
|------------|----|-----------------------|--|---------|--------------|---------------|
| 03/10/2026 | WM | Draft Court Documents | Draft attorney fee petition  | \$0.00  | 0.8          | \$0.00        |
| 03/10/2026 | DF | Review Documents      | Reviewed expenses, sent document re motion for fees                                | \$0.00  | 0.2          | \$0.00        |
| 03/10/2026 | AT | Draft Documents       | draft attorney hours table   | \$0.00  | 0.3          | \$0.00        |
| 03/10/2026 | WM | Draft Court Documents | Draft fee petition.  | \$0.00  | 1.3          | \$0.00        |
| 03/11/2026 | WM | Draft Court Documents | Draft fee petition   | \$0.00  | 1.7          | \$0.00        |
| 03/11/2026 | AT | Review Documents      | review petition for attorneys fees   | \$0.00  | 1.1          | \$0.00        |
| 03/11/2026 | WM | Draft Court Documents | work on fee petition   | \$0.00  | 0.5          | \$0.00        |
| 03/12/2026 | DF | Review Documents      | Review/revise brief for fee petition   | \$0.00  | 1.5          | \$0.00        |
| 03/12/2026 | WM | Draft Court Documents | Revise fee petition.   | \$0.00  | 0.1          | \$0.00        |
| 03/12/2026 | WM | Draft Court Documents | Revise fee petition  | \$0.00  | 0.6          | \$0.00        |
| 03/12/2026 | AT | Prepare Documents     | prepare settlement documents   | \$0.00  | 0.7          | \$0.00        |
| 03/13/2026 | AT | Draft Documents       | work on settlement documents   | \$0.00  | 0.4          | \$0.00        |
| 03/13/2026 | WM | Draft Court Documents | Revise fee petition  | \$0.00  | 0.9          | \$0.00        |
| 03/13/2026 | DF | Review Documents      | Reviewed settlement updates and adversary email, drafted proposed amended language | \$0.00  | 0.3          | \$0.00        |
| 03/13/2026 | AT | Draft Documents       | draft settlement documents   | \$0.00  | 0.9          | \$0.00        |
| 03/13/2026 | WM | Draft Court Documents | Revise fee petition  | \$0.00  | 0.3          | \$0.00        |
|            |    |                       |  | Totals: | <b>854.3</b> | <b>\$0.00</b> |

| Project | Description  | User   | Email                 | Billable | Start Date | Start Time  | End Date   | End Time    | Duration (h) | Duration (decimal) |
|---------|--|--------|-----------------------|----------|------------|-------------|------------|-------------|--------------|--------------------|
| PL SIMS | PL SIMS - interview with expert witness via Zoom + conf call w/ Bill et al.              | Justin | justin@gmeyerslaw.com | Yes      | 08/08/2024 | 04:15:00 PM | 08/08/2024 | 05:30:00 PM | 01:15:00     | 1.25               |
| PL SIMS | PL SIMS - drafting responsive letter to Leo Hurley                                       | Justin | justin@gmeyerslaw.com | Yes      | 08/08/2024 | 04:15:00 PM | 08/08/2024 | 05:10:00 PM | 00:55:00     | 0.92               |
| PL SIMS | PL SIMS - conf w/ Bill M   | Justin | justin@gmeyerslaw.com | Yes      | 08/25/2024 | 05:30:00 PM | 08/25/2024 | 06:00:00 PM | 00:30:00     | 0.50               |
| PL SIMS | PL SIMS - client meeting, interview  | Justin | justin@gmeyerslaw.com | Yes      | 08/25/2024 | 05:10:00 PM | 08/25/2024 | 05:30:00 PM | 00:20:00     | 0.33               |
| PL SIMS | PL SIMS - review and sign off on amended complaint                                       | Justin | justin@gmeyerslaw.com | Yes      | 08/25/2024 | 02:45:00 PM | 08/28/2024 | 03:10:00 PM | 00:25:00     | 0.42               |
| PL SIMS | PL SIMS - meeting w/ expert, Bill, etc.  | Justin | justin@gmeyerslaw.com | Yes      | 08/30/2024 | 02:00:00 PM | 08/30/2024 | 05:30:00 PM | 03:30:00     | 3.50               |
| PL SIMS | PL SIMS - phone call w/ Bill, sent email and legal research on class cert.               | Justin | justin@gmeyerslaw.com | Yes      | 09/03/2024 | 12:11:54 PM | 09/03/2024 | 12:33:53 PM | 00:21:59     | 0.37               |
| PL SIMS | PL SIMS - phone call w/ Bill, sent email and legal research on class cert.               | Justin | justin@gmeyerslaw.com | Yes      | 09/03/2024 | 11:04:16 AM | 09/03/2024 | 12:05:34 PM | 01:01:18     | 1.02               |
| PL SIMS | PL SIMS - meeting w/ Joe C.  | Justin | justin@gmeyerslaw.com | Yes      | 10/17/2024 | 10:03:00 AM | 10/17/2024 | 12:00:00 PM | 00:35:00     | 0.58               |
| PL SIMS | PL SIMS - conf call  | Justin | justin@gmeyerslaw.com | Yes      | 11/12/2024 | 10:03:00 AM | 11/12/2024 | 10:38:00 AM | 00:35:00     | 0.58               |
| PL SIMS | Conf call w/ Bill  | Justin | justin@gmeyerslaw.com | Yes      | 12/03/2024 | 11:00:00 AM | 12/03/2024 | 11:15:00 AM | 00:15:00     | 0.25               |
| PL SIMS | Review client memo   | Justin | justin@gmeyerslaw.com | Yes      | 12/10/2024 | 10:50:00 AM | 12/10/2024 | 11:05:00 AM | 00:15:00     | 0.25               |
| PL SIMS | Conf call w/ Bill  | Justin | justin@gmeyerslaw.com | Yes      | 12/17/2024 | 10:30:00 AM | 12/17/2024 | 10:50:00 AM | 00:20:00     | 0.33               |
| PL SIMS | Edit/review plaintiff's response to doc requests (John V., paralegal)                    | Justin | justin@gmeyerslaw.com | Yes      | 12/23/2024 | 02:45:00 PM | 12/23/2024 | 03:30:00 PM | 00:45:00     | 0.75               |
| PL SIMS | Edit/review plaintiff's response to doc requests.  | Justin | justin@gmeyerslaw.com | Yes      | 12/23/2024 | 12:55:11 PM | 12/23/2024 | 02:41:32 PM | 01:46:21     | 1.77               |
| PL SIMS | Tour de SIMS recycling   | Justin | justin@gmeyerslaw.com | Yes      | 01/06/2025 | 03:50:00 PM | 01/06/2025 | 06:10:00 PM | 02:20:00     | 2.33               |
| PL SIMS | Decide for client properties   | Justin | justin@gmeyerslaw.com | Yes      | 01/13/2025 | 01:20:00 PM | 01/13/2025 | 02:30:00 PM | 01:10:00     | 1.17               |
| PL SIMS | Editing opposition to x-motion for protective order.                                     | Justin | justin@gmeyerslaw.com | Yes      | 01/17/2025 | 10:30:00 AM | 01/17/2025 | 02:30:00 PM | 00:40:00     | 0.67               |
| PL SIMS | Phone call w/ Bill re settlement.  | Gary   | gary@gmeyerslaw.com   | Yes      | 02/21/2025 | 12:40:00 PM | 02/21/2025 | 12:51:00 PM | 00:11:00     | 0.18               |
| PL SIMS | Phone call w/ Bill and Derek re settlement.  | Justin | justin@gmeyerslaw.com | Yes      | 02/21/2025 | 12:40:00 PM | 02/21/2025 | 12:51:00 PM | 00:11:00     | 0.18               |
| PL SIMS | Phone call w/ Bill and Derek re settlement with Sims and discussion re: expense fees.    | Gary   | gary@gmeyerslaw.com   | Yes      | 02/27/2025 | 09:00:00 AM | 02/27/2025 | 09:40:00 AM | 00:40:00     | 0.67               |
| PL SIMS | Phone call w/ Bill and Derek re settlement with Sims and discuss expense fees.           | Justin | justin@gmeyerslaw.com | Yes      | 02/27/2025 | 09:00:00 AM | 02/27/2025 | 09:40:00 AM | 00:40:00     | 0.67               |
| PL SIMS | Phone call w/ Bill and Derek re settlement with Sims.                                    | Gary   | gary@gmeyerslaw.com   | Yes      | 04/24/2025 | 03:15:00 PM | 04/24/2025 | 04:07:00 PM | 00:52:00     | 0.87               |
| PL SIMS | Phone call w/ Bill and Derek re settlement with Sims.                                    | Justin | justin@gmeyerslaw.com | Yes      | 04/24/2025 | 03:15:00 PM | 04/24/2025 | 04:07:00 PM | 00:52:00     | 0.87               |
| PL SIMS | SIMS settlement negotiation.   | Justin | justin@gmeyerslaw.com | Yes      | 04/25/2025 | 03:00:00 PM | 04/25/2025 | 06:15:00 PM | 03:15:00     | 3.25               |
| PL SIMS | Review of draft settlement agreement.  | Justin | justin@gmeyerslaw.com | Yes      | 08/25/2025 | 05:30:00 PM | 08/25/2025 | 07:10:00 PM | 01:40:00     | 1.67               |
| PL SIMS | Review/discuss settlement agreement.   | Gary   | gary@gmeyerslaw.com   | Yes      | 08/26/2025 | 02:25:00 PM | 08/26/2025 | 03:02:00 PM | 00:37:00     | 0.62               |
| PL SIMS | Review of draft settlement agreement.  | Justin | justin@gmeyerslaw.com | Yes      | 08/26/2025 | 03:21:03 PM | 08/26/2025 | 04:12:46 PM | 00:51:43     | 0.86               |
| PL SIMS | Discussion re: settlement and eqg fees.  | Justin | justin@gmeyerslaw.com | Yes      | 10/10/2025 | 03:31:00 PM | 10/10/2025 | 03:45:00 PM | 00:14:00     | 0.23               |
| PL SIMS | Discussion re: settlement and eqg fees.  | Justin | justin@gmeyerslaw.com | Yes      | 10/15/2025 | 05:55:00 PM | 10/15/2025 | 06:06:00 PM | 00:11:00     | 0.18               |
| PL SIMS | Conf call w/ adversaries; private call w/ Bill M. & Derek F. re: settlement negotiations | Justin | justin@gmeyerslaw.com | Yes      | 10/16/2025 | 03:00:00 PM | 10/16/2025 | 03:42:00 PM | 00:42:00     | 0.70               |
| PL SIMS | Court time; attend motion for prelim approval  | Justin | justin@gmeyerslaw.com | Yes      | 01/16/2026 | 10:00:00 AM | 01/16/2025 | 11:00:00 AM | 01:00:00     | 1.00               |
| PL SIMS | Review class notice website, discuss changes to certification                            | Justin | justin@gmeyerslaw.com | Yes      | 02/11/2026 | 11:00:00 AM | 02/11/2025 | 01:20:00 PM | 02:20:00     | 2.33               |

Justin Meyers subtotal: 34.68  
 Gary Meyers subtotal: 4.92  
 Total: 39.60



# **Exhibit E**



**User Name:** ajtucker@mf-legal.com

**Date and Time:** Friday, March 13, 2026 3:57 PM EDT

**Job Number:** 278458575

## Document (1)

1. Georgios Drosos & GGLM LLC v. GMM Glob. Money Managers Ltd..

**Client/Matter:** -None-

**Search Terms:** Drosos v. GMM Glob. Money Managers Ltd., No. A-3674-21

**Search Type:** Natural Language

**Narrowed by:**

**Content Type**

**Narrowed by**

-None-

# Georgios Drosos & GGLM LLC v. GMM Glob. Money Managers Ltd..

Superior Court of New Jersey, Appellate Division

January 19, 2023, Submitted; November 14, 2023, Decided

DOCKET NO. A-3674-21

## Reporter

2023 N.J. Super. Unpub. LEXIS 2023 \*; 2023 WL 7545067

GEORGIOS DROSOS and GGLM LLC, Plaintiffs-Respondents, v. GMM GLOBAL MONEY MANAGERS LTD., BUKLEIA HOLDINGS LTD., BUKLEIA USA INC., DREAMFOOD USA LLC and CHRISTOS SAVVA, Defendants-Appellants, and IOANNIS NINIOS, MEA-G LLC and P&C DEVELOPMENT NY LLC, Defendants.

**Notice:** NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE APPELLATE DIVISION.

PLEASE CONSULT NEW JERSEY RULE 1:36-3 FOR CITATION OF UNPUBLISHED OPINIONS.

**Prior History:** [\*1] On appeal from the Superior Court of New Jersey, Law Division, Bergen County, Docket No. L-1053-22.

Georgios Drosos & GGLM LLC v. GMM Glob. Money Managers Ltd., 2022 N.J. Super. Unpub. LEXIS 4537 (N.J. Super. Ct., June 13, 2022)

**Counsel:** Matsikoudis & Fanciullo, LLC, attorneys for appellants (William C. Matsikoudis and Derek S. Fanciullo, on the briefs).

Jeffrey A. Bronster, attorney for respondents.

**Judges:** Before Judges Accurso, Vernoia and Firko.

**Opinion by:** ACCURSO

## Opinion

The opinion of the court was delivered by

ACCURSO, P.J.A.D.

In this complicated business dispute among related companies, their principals and agents, defendants GMM Global Money Managers Ltd., Bukleia Holdings Ltd., Bukleia USA Inc., Dreamfood USA LLC, and Christos Savva appeal from orders denying their *Rule* 4:6-2(e) motions to dismiss the complaint of plaintiff

GGLM LLC and its sole member Georgios Drosos and to compel arbitration. Because we conclude GGLM agreed to arbitrate its dispute with defendants in Dreamfood's "9th Amendment Amended and Restated Operating Agreement," we reverse the trial court's denial of defendants' motions to dismiss DGGLM's complaint and compel arbitration of its claims.

As to Drosos's individual claims, we conclude his claims for indemnification for actions he took on behalf of Dreamfood and its members must be arbitrated, as well as his claims for misappropriation, conversion [\*2] and conspiracy against defendants GMM, Bukleia Holdings, Bukleia USA, Dreamfood, Savva and Ionnis Ninios, an employee and director of GM, brought on behalf of himself and GGLM. We lack enough information, however, about Drosos's alleged \$89,502.65 personal loan to Dreamfood to determine whether defendants Dreamfood and Bukleia USA, against whom that claim is pled, could, under principles of agency or otherwise, enforce the operating agreement's arbitration provision against Drosos, and thus remand that claim to the trial court for additional discovery.

Because this appeal arises from the denial of defendants' motions to dismiss, we recount the facts as alleged in plaintiffs' February 2022 complaint. *Kernahan v. Home Warranty Adm'r of Florida, Inc.*, 236 N.J. 301, 309, 199 A.3d 766 (2019). Drosos, an individual residing in Greece, is the owner and sole member of GGLM, a New Jersey limited liability company. Drosos is also the founder of defendant Dreamfood, another New Jersey limited liability company, intended as the operating company for Drosos's GFG, "Greek from Greece" brand, developed to operate "a chain of stores that combined a Greek bakery with a café, serving light food throughout the day." During 2016, Dreamfood's first year of operation, Drosos brought in two [\*3] partners, Georgios Theodoris, through his company, Moldini, LLC, and Ionnis Chitos, through his company, Elatis USA, LLC. "Through their respective companies, Drosos, Theodoris, and Chitos each became a one-third owner in Dreamfood."

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In 2017, Drosos opened the first two GFG stores, GFG Hoboken, owned eighty-five percent by Dreamfood and five percent each by three individual investors, and GFG William in Manhattan, eighty percent of which was owned by a New York limited liability company formed by Dreamfood. The success of those first two stores, "laid the groundwork for significant expansion," requiring infusions of more capital into Dreamfood to finance the expansion.

Drosos claimed that at about that time, a man named Nikos Paschalakis approached him about being GFG's first franchisee, and "Dreamfood allowed Paschalakis to study the GFG business operation over a long period of time, giving him broad access to the company and its trade secrets, including access to vendors, renderings, and other forms of Dreamfood's confidential GFG business information." In their complaint, however, plaintiffs allege it was all a front, and Paschalakis was actually "a corporate spy planted by a Greek [\*4] businessman, George Korres, to learn the details of Dreamfood's operation so that Korres could open his own chain of competing cafes, modeled on Dreamfood's business plan."

Drosos claims he discovered this ruse in 2018 when Paschalakis and Korres opened a competing store called Fournos Theophilos in Manhattan. Drosos alleged they modeled this store "directly on the GFG business model, exploiting trade secrets that Paschalakis [had] stolen and using branding and publicity materials so similar to that of GFG as to constitute actionable infringement." By that time, Dreamfood had agreed to buy out Moldoni's interest, leaving GGLM and Elati as equal owners of the company. A few months later, "Drosos and Chitos took on a new partner, Christos Pangiotopoulos," who paid \$2,000,000 for a one-third interest through his company, P&C Development NY, LLC, "such that Drosos, Chitos, and Pangiotopoulos, through their respective companies," each owned one-third of Dreamfood.

After Fournos Theophilos opened a second store, Dreamfood decided to sue. Dreamfood's efforts to negotiate a pre-litigation settlement, however, were not met by Korres or Paschalakis, but by defendant GMM, "a Cypriot investment firm [\*5] handling approximately two hundred million dollars in investor funds," acting through one or more of its wholly-owned companies, namely defendant Bukleia Holdings, a Cypriot company incorporated in Cyprus in 2017, which plaintiffs allege, on "information and belief, was formed for the exclusive purpose of participating in the Korres venture that

evolved into Fournos Theophilos." Plaintiffs claim Bukleia Holdings was incorporated while Paschalakis was "engaged in his corporate spying activities," that it "was aware of these acts of corporate spying," and was conspiring "with Korres and Paschalakis in stealing Dreamfood trade secrets relating to the GFG Brand."

Plaintiffs further allege either GMM or Bukleia Holdings formed wholly owned Estia Holdings USA Ltd. in 2017 to further the scheme. They claim Estia "controlled and was an owner of" Fournos Theophilos's management company. Plaintiffs allege GMM/Bukleia Holdings responded to Dreamfood's requests for settlement negotiations with Estia and proposed a merger of GFG and Fournos Theophilos, wherein "the Theophilos name would be retired, and the existing stores would come under the umbrella of the far more successful GFG name."

Plaintiffs [\*6] claim that to effectuate the proposed settlement, either GMM or Bukleia Holdings formed a new, wholly owned Delaware corporation, defendant Bukleia USA. In December 2019, a merger of the two brands [Fournos Theophilos and GFG] took place, "with Dreamfood acquiring and essentially retiring Estia Holdings," and Bukleia USA paying \$2,000,000 for an ownership interest in Dreamfood. Dreamfood took on another investor at the same time, MEA-G, LLC, owned by Anastasia Giannopoulos, which paid \$1,000,000 for its interest. Thus, after the merger, GGLM, Elati, P&C, and MEA-G each owned twenty-one percent of Dreamfood, and Bukleia USA owned sixteen percent.

In December 2019, the five Dreamfood owners became signatories to the "9th Amendment Amended and Restated Operating Agreement," appointing Drosos the sole manager of Dreamfood with "the right and power individually to manage and operate the Company and to do all things necessary to carry on the purpose, business and objectives of the Company" in accordance with a September 2019 business plan. GMM director, Ninios, signed the agreement on behalf of Bukleia USA and Drosos signed on behalf of GGLM.

After COVID-19-related closures in the Spring of 2020, Drosos, [\*7] who had been living in Greece, returned to the United States in June 2020 to reopen the GFG stores. In early 2021, Elati left Dreamfood as part of a negotiated settlement for a \$2,300,000 payout over several years, leaving GGLM, P&C, MEA-G LLC, and Bukleia USA each with an approximately twenty-five percent interest in Dreamfood.

Notwithstanding the setbacks caused by the pandemic,

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plaintiffs claim that "Dreamfood and the GFG brand continued their expansion," opening two stores in Pennsylvania, with planned locations in Newark, Boston, Rye, New York, and Milwaukee.<sup>1</sup> Drosos was also in discussions for a nationwide chain of GFG franchises. Plaintiffs allege "GFG thereafter entered into an agreement to take over the leases for 25 Dairy Barn locations, one in Connecticut and 24 throughout Long Island," ten of which had opened as of the date of the complaint. They claim that "[a]s of the summer of 2021, primarily through the efforts of Drosos, Dreamfood had not only survived the pandemic, it had managed to continue its expansion and increase the GFG brand recognition, and to revive the prospect of nationwide franchising."

By the beginning of 2021, Dreamfood had hired defendant Savva as its [\*8] chief financial officer. Drosos alleged Savva was "Bukleia's designated representative," and had been set to be the manager of Fournos Theophilos in 2019, had the Dreamfood merger fallen through. Plaintiffs allege Savva was the former CEO of a pension fund in Cyprus, where he "developed relationships with persons in positions of power within GMM."

In July 2021, Drosos, exhausted from the year spent traveling in the United States building the GFG brand, stepped down as Dreamfood's manager and CEO with the understanding he would stay "active in the company's affairs." Over Drosos's objection, Savva took his place. Plaintiffs allege Savva subsequently "shared less and less information with Drosos and isolated him more and more from any involvement with decision-making." Plaintiffs claim Savva told Drosos "he did not take direction from Drosos" and "the only person from whom he took orders on the operation of the company was defendant Ioannis Ninios, an employee and Director of GMM."

In August 2021, Drosos, on behalf of GGLM, supported a \$2 million Dreamfood capital call, with the first payment due six months later, not knowing GMM and Bukleia Holdings had earlier conspired with Korres to [\*9] steal GFG information and Dreamfood trade secrets to open a competing chain, and "that GMM, Bukleia Holdings, Bukleia USA, Ninios, Savva, and others presently unknown were involved in a conspiracy to remove Drosos from Dreamfood entirely, to

appropriate his brand, to deprive GGLM of its ownership interest in Dreamfood, and to otherwise convert to itself the benefits of Drosos's years of hard work developing the GFG Brand."

Plaintiffs allege that "[b]y the end of 2021, Savva had cut Drosos out of the operations and activities of the company virtually completely." And in January 2022, suddenly and "without any public announcement or any notice to Drosos or GGLM," Savva essentially shut down the GFG brand, "closing virtually every GFG restaurant except for a single one, GFG William." Plaintiffs allege Drosos was not advised Dreamfood was considering closing even a single store, much less nearly all of them, a month before the first payment on the capital call was due. They claim Drosos didn't learn of the mass closing "until after it had already been completed," and "his subsequent efforts to obtain an explanation from Dreamfood have been ignored."

Plaintiffs allege that since closing the [\*10] stores, "Savva, under the direction of, and with the knowledge and approval of other members of the conspiracy, has taken additional steps to damage the GFG brand" and "to destroy the reputation of Drosos, who is so personally associated with that brand in the eyes of the public and of the business community." Plaintiffs claim Savva stopped making lease payments on GFG locations, including on some Drosos personally guaranteed "so as to enable the company to obtain the leases," making "it inevitable that Drosos will now be sued on those guarantees of obligations that belong to Dreamfood." They also claim Savva and Dreamfood have failed to pay invoices to GFG vendors as well as taxes "for which Drosos may become personally liable."

Plaintiffs allege on information and belief that "Savva, with the full knowledge, consent, and approval of his co-conspirators, has been forging, and continues to forge Drosos's signatures on company checks" to further "the scheme of the co-conspirators to eliminate Drosos from the company, in that Dreamfood is making payments to new vendors with which [it] has established relationships for the future, while refusing to pay those vendors with whom Drosos had [\*11] done business." Plaintiffs contend Savva is defaulting on the payments due Elati under Dreamfood's settlement agreement, as well as personal loans Drosos and GGLM made to Dreamfood.

Plaintiffs further claim, "as Dreamfood knows full well, Drosos will not pay hundreds of thousands of dollars on the upcoming capital call in view of the deliberate

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<sup>1</sup> Plaintiffs allege Drosos struck a deal with Milwaukee Bucks player, Giannis Antetokounmpo, to make him a representative of the GFG brand.

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destruction of his brand, the closing of all stores, and the destruction of his reputation that the conspirators have caused, both negligently and intentionally." They claim that although Drosos asked Dreamfood to "extend the deadline for the capital call so that the shareholders can meet to discuss the shut-down of the stores and the future of the company[.] . . . Bukleia, which has been conspiring to push Drosos out of Dreamfood," has refused to allow "any such extension, knowing that it will use the capital call to dilute GGLM's interest in the company."

Plaintiffs claim that "[a]s a result of all of the foregoing, GMM, Bukleia, and the remaining conspirators have succeeded in stealing the dream that Georgios Drosos created," as they "stand ready to use his business plan, his knowledge, his experience, and his reputation, all of which it has [\*12] misappropriated, to build a new company that will lead to a nationwide franchise empire."

In their five count complaint, plaintiffs sought the appointment of a receiver for Dreamfood (count 1); Dreamfood's repayment of a \$176,891 loan GGLM made to Dreamfood in September 2019, and an \$89,502.65 loan Drosos made to Dreamfood "thereafter" (count 3); damages for misappropriation, conversion, and conspiracy against defendants GMM, Bukleia Holdings, Bukleia USA, Ninios, Dreamfood, and Savva, as well as an injunction prohibiting them from using the name or likeness of Drosos in any promotional literature, contending those "defendants have converted, and continue to convert property of . . . plaintiffs, including the ownership interest of GGLM that Bukleia has now positioned itself to appropriate through the coming dilution of GGLM's shares," with "the deliberate devaluation of the GFG brand," and Dreamfood's continued misappropriation of Drosos's name and image, "featuring them prominently on the internet in promotional literature, all without Drosos's knowledge or consent" (count 4).

The remaining two counts of the complaint are not brought on behalf of both plaintiffs. Count 2 of plaintiffs' [\*13] complaint is a claim brought solely on behalf of Drosos against defendants Dreamfood, Bukleia USA, MEA-G, and P&C for indemnification "from Dreamfood and its Members," on whose behalf he personally guaranteed leases for certain GFG locations, as well as any personal liability he might incur for certain taxes Dreamfood has failed and refused to pay for which the Internal Revenue Service may have recourse against Drosos personally. Count 5 of the complaint is a

claim brought solely on behalf of GGLM against defendants Savva and Bukleia USA for breach of their fiduciary duties, alleging "Savva acted as the point man for the conspiracy by GMM, Bukleia and other defendants to force Drosos personally out of the company, and to dilute and ultimately destroy any ownership interest of GGLM."

Defendants<sup>2</sup> filed motions under *Rule* 4:6-2 to compel arbitration invoking the arbitration clause in Dreamfood's Operating Agreement:

All members agree that any controversy or claim arising out of or relating to this Agreement, or any dispute arising out of the interpretation of this Agreement, which the parties are unable to resolve, shall be finally resolved and settled exclusively by binding arbitration by a single [\*14] arbitrator acting under the Rules of the American Arbitration Association ("AAA") then in effect rather than the parties going into litigation in the Judicial Court system. If the parties cannot agree upon an arbitrator from the panel provided by the AAA, then each party shall choose its own independent representative and such representatives shall choose the arbitrator within thirty days of the date of the selection of the first independent representative. Each Party shall bear the costs of its participation in the arbitration procedure. The parties hereby recognize and consent to the jurisdiction of the courts of the state of New Jersey as the sole jurisdiction for enforcement of the arbitration award.

In opposition to the motions, Drosos certified that "[n]o one on behalf of Dreamfood, including its attorney, ever explained the contents of the Operating Agreement to [him]." He claimed that "[w]hen [he] signed the Operating Agreement [he] did not understand that GGLM was giving up any right to sue in an American court," and "also did not have an understanding of the precise nature of GGLM's right to a jury trial, and [he] certainly did not understand that GGLM was giving up any such [\*15] right."<sup>3</sup>

The trial court denied defendants' motions, finding the

<sup>2</sup> Plaintiffs were apparently unable to serve MEA-G, P&C, and Ninios, and all were dismissed without prejudice. They are not parties to this appeal.

<sup>3</sup> Drosos further certified he had "little or no knowledge of the American justice system" and didn't know civil cases to have jury trials, as "in Greece, there is no such thing as a jury trial in civil cases."

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arbitration clause "falls short of the arbitrability criteria" set forth in *Atalese v. U.S. Legal Services Group, LLP*, 219 N.J. 430 (2014), and *Flanzman v. Jenny Craig, Inc.*, 244 N.J. 119, 236 A.3d 990 (2020), because, "[w]hile referencing a proceeding before an arbitrator, it makes no mention of the fact that the signatory is waiving the critical right to a trial by jury" and "does not explain either the fact that, or the manner in which 'arbitration and civil litigation are distinct proceedings.'" (quoting *Flanzman*, 244 N.J. at 137). The court concluded the language of the arbitration clause "presumes a level of understanding of the arbitration process that few laymen have" and thus "lacks a clear and knowing waiver by the parties of the right to trial and right to a jury."

On defendants' motion for reconsideration, the court rejected the argument that the *Atalese* standard does not apply to arbitration agreements between sophisticated entities. The court found it did not need to reach the issue because the arbitration clause "lacks clarity as to [the] essential requirements of the arbitration clause," making it unnecessary "to engage in any 'sophistication' analysis."

Defendants appeal, reprising their arguments that "the Dreamfood arbitration clause is sufficiently clear because [\*16] it plainly states that the parties are waiving their right to sue in court"; that the parties, as "sophisticated businesses," are not subject to "the heightened clarity requirement for arbitration clauses with consumers"; that Dreamfood is entitled to invoke the arbitration clause in its own operating agreement; that Savva may invoke the arbitration clause under agency principles; and that GMM and Bukleia Holdings, as either a parent company to a signatory of the operating agreement or a company with a controlling interest in a signatory, are both entitled to invoke the arbitration clause; and that Drosos's personal claims are also subject to arbitration under the agreement.

Our review of a trial court's decision on a motion to dismiss a complaint and compel arbitration is de novo. See *Flanzman*, 244 N.J. at 131. We owe no special deference to the trial court's interpretation of an arbitration provision, which we view "with fresh eyes." *Morgan v. Sanford Brown Inst.*, 225 N.J. 289, 303, 137 A.3d 1168 (2016).

The parties do not dispute that the arbitration clause in Dreamfood's operating agreement comes within the broad reach of the Federal Arbitration Act, 9 U.S.C.A. §§ 1-16. See *Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 55-56, 123 S. Ct. 2037, 156 L. Ed. 2d 46 (2003). As

our Supreme Court has noted on a number of occasions, Congress's intent in enacting the FAA was "to abrogate the then-existing common law [\*17] rule disfavoring arbitration agreements 'and to place arbitration agreements upon the same footing as other contracts.'" *Martindale v. Sandvik, Inc.*, 173 N.J. 76, 84, 800 A.2d 872 (2002) (quoting *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 24, 111 S. Ct. 1647, 114 L. Ed. 2d 26 (1991)).

The Court in *Atalese* explained "[a]n arbitration clause, like any contractual clause providing for the waiver of a constitutional or statutory right, must state its purpose clearly and unambiguously." 219 N.J. at 435. The Court was also clear, however, that an arbitration clause need not contain a "prescribed set of words . . . to accomplish a waiver of rights." *Id.* at 447. "Whatever words compose an arbitration agreement, they must be clear and unambiguous that a consumer is choosing to arbitrate disputes rather than have them resolved in a court of law." *Ibid.* Explaining its holding in *Atalese*, the Court in *Flanzman*, declared an enforceable arbitration clause "required language that explains that a party who agrees to arbitration waives the right to sue in court and makes clear that arbitration and civil litigation are distinct proceedings." *Flanzman*, 244 N.J. at 137.

Considering the Dreamfood arbitration clause in light of the Court's holdings in *Atalese* and *Flanzman*, we are convinced the trial court erred in deeming the clause unenforceable because it doesn't state "the signatory is waiving the critical right to a trial by jury" and [\*18] fails to explain the distinction between arbitration and civil litigation. As the Court has repeatedly held, "[n]o magical language is required to accomplish a waiver of rights in an arbitration agreement. Our courts have upheld arbitration clauses that have explained in various simple ways 'that arbitration is a waiver of the right to bring suit in a judicial forum.'" *Morgan*, 225 N.J. at 309 (quoting *Atalese* 219 N.J. at 444).

The Dreamfood arbitration clause makes the point clearly that the members agree "that any controversy or claim arising out of or relating to [the] Agreement" would be "finally resolved and settled exclusively by binding arbitration by a single arbitrator acting under the Rules of the American Arbitration Association . . . rather than the parties going into litigation in the Judicial Court system," language meeting the standard of *Atalese*. See 219 N.J. at 445 (endorsing our holding in *Griffin v. Burlington Volkswagen, Inc.*, 411 N.J. Super. 515, 988 A.2d 101 (App. Div. 2010), affirming the enforceability of an arbitration clause providing that "[b]y agreeing to

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arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes").

That the Dreamfood clause does not mention specifically [\*19] that the signatories were waiving a jury trial does not preclude its enforcement. As defendants rightly note, neither *Atalese* nor *Flanzman* requires specific "jury trial" language to accomplish a waiver of rights. See *Atalese*, 219 N.J. at 447; *Flanzman*, 244 N.J. at 137. See also *Kernahan*, 236 N.J. at 320 (reiterating that *Atalese* "imposes no talismanic recitations, acknowledging that a meeting of the minds can be accomplished by any explanatory comment that achieves the goal of apprising the consumer of her rights").

The Dreamfood arbitration provision is "sufficiently clear, unambiguously worded, satisfactorily distinguished from the other Agreement terms, and drawn in suitably broad language to provide a [signatory] with reasonable notice of the requirement to arbitrate all possible claims arising under the contract." See *Curtis v. Celco P'ship*, 413 N.J. Super. 26, 33, 992 A.2d 795 (App. Div. 2010). Because we are satisfied the arbitration provision meets the *Atalese* standard, we need not consider the parties' arguments as to whether *Atalese* extends to commercial arbitration agreements between sophisticated parties. But see *Cnty. of Passaic v. Horizon Healthcare Servs., Inc.*, 474 N.J. Super. 498, 504, 289 A.3d 495 (App. Div.) (holding "an express waiver of the right to seek relief in a court of law to the degree required by *Atalese* is unnecessary when parties to a commercial contract are sophisticated and possess comparatively equal bargaining power") *certif. granted* 254 N.J. 69 (2023).

We also [\*20] agree with defendants that Dreamfood can invoke the arbitration clause in its own operating agreement. Although Dreamfood is not a signatory to its operating agreement, N.J.S.A. 42:2C-12 expressly provides "[a] limited liability company is bound by and may enforce [its] operating agreement, whether or not the company has itself manifested assent to the operating agreement." This plain statutory language entitles Dreamfood to arbitrate plaintiffs' claims against it to the same extent as any Dreamfood member could. See *Elf Atochem N. Am., Inc. v. Jaffari*, 727 A.2d 286, 293 (Del. Sup. Ct. 1999) (finding a limited liability company bound by its operating agreement, although signed only by the members and not by the limited liability company itself); see also Comments to the Uniform Limited Liability Company Act (2006) (amended

2013) (*Nat'l Conf. of Commr's on Unif. State Ls.*, Draft Aug. 19, 2015) (ULLCA) at section 102, paragraph 13 (noting the definition of operating agreement "must be read in conjunction with Sections 105 through 107, which further describe the operating agreement. In particular, although this definition refers to 'the agreement . . . of all the members,' the limited liability company itself is bound by and may enforce the agreement").

We reject plaintiffs' argument that non-member defendants [\*21] GMM, Bukleia Holdings and Dreamfood managing member Savva may not invoke the arbitration clause in the Dreamfood operating agreement against plaintiff GGLM. The law is well settled that "arbitration may be compelled by a non-signatory against a signatory to a contract on the basis of agency principles." *Hirsch v. Amper Fin. Servs., LLC*, 215 N.J. 174, 192, 71 A.3d 849 (2013).

We held in *Alfano v. BDO Seidman, LLP*, 393 N.J. Super. 560, 568-69, 925 A.2d 22 (App. Div. 2007), that agency principles permitted a non-signatory parent company, Deutsche Bank, to enforce the arbitration clause in the account agreement signed by its "separately incorporated indirect subsidiary," Deutsche Bank Securities Inc. We reasoned that Deutsche Bank Securities, in brokering the purchase and sale of the bank's securities when the bank itself could not, had "assumed the role of [Deutsche Bank's] agent," and that the Deutsche Bank Securities transaction was integral to the plaintiff's claims against Deutsche Bank, that is, the plaintiff relied on the transaction "to assert his claims against [the bank]." *Id.* at 569.

In *EPIX Holdings Corp. v. Marsh & McLennan Cos.*, 410 N.J. Super. 453, 982 A.2d 1194 (App. Div. 2009), we held a non-signatory parent corporation could enforce the arbitration clause in the payment agreement signed by its corporate subsidiary based on equitable estoppel. We reasoned that plaintiff's complaint alleged an "integral relationship" between the [\*22] corporations, that is, they conspired with each other to manipulate the insurance market to raise premiums; that plaintiff's claims against the parent were "identical to" its claims against the subsidiary; and that the plaintiff's claims against the parent were "inextricably intertwined" with the payment agreement, such that "no cause of action against the [parent] would have arisen" had the plaintiff not entered into the agreement with the subsidiary. *Id.* at 467-68.

The Supreme Court in *Hirsch* agreed the non-signatory

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corporate parent in *EPIX* had standing to enforce the arbitration clause, but disagreed with our estoppel theory, finding we had mistakenly concluded "the intertwinement of claims and parties in the litigation — in and of itself — was sufficient to give a non-signatory corporation standing to compel arbitration." 215 N.J. at 193. "The appropriate analysis," the Court explained, "would have focused on the agency relationship between the parent and subsidiary corporations in relation to their intertwinement with the plaintiff's claims and the relevant contractual language." *Ibid*.

Plaintiffs allege in their complaint that Bukleia USA, a signatory to the operating agreement, is wholly "owned and controlled either [\*23] by GMM directly, or through Bukleia Holdings," which plaintiffs allege "is a Cypriot company wholly owned" by GMM and "formed for the exclusive purpose of participating in the Korres venture that evolved into Fournos Theophilos." The complaint states that "GMM and Bukleia Holding worked with George Korres to have a corporate spy infiltrate the GFG companies so as to learn its trade secrets, including its business plan, its vendors, and other proprietary information upon which they then based the Fournos Theophilos brand."

Plaintiffs allege that GGM, Bukleia Holdings, and Bukleia USA subsequently continued the scheme begun by GGM, Bukleia Holdings and Korres "to steal Drosos's business plan for a novel and potentially hugely successful food business for their own profit," by installing Savva, "who by his own admission took his instructions from defendant Ninios, an employee and Director of GMM," as their "frontman" to "isolate and eventually eliminate Drosos" and dilute GGLM and Drosos's economic stake in Dreamfood.

Plaintiffs' complaint plainly alleges that GMM and Bukleia Holdings, acting through their agents, Dreamfood member Bukleia USA and Dreamfood manager Savva, have conspired "to [\*24] remove Drosos from Dreamfood entirely, to appropriate his brand, to deprive GGLM of its ownership interest in Dreamfood, and to otherwise convert to [themselves] the benefits of Drosos's years of hard work developing the GFG Brand." The relationship between GMM and Bukleia Holdings and Bukleia USA, Dreamfood and Savva is the through line of plaintiffs' complaint and the focus of all their claims. Those relationships and their intertwinement with plaintiffs' claims and the Dreamfood operating agreement allow GMM, Bukleia Holdings and Savva to enforce the arbitration agreement against

GGLM under the test in *Hirsch*.<sup>4</sup> See *Hirsch* 215 N.J. at 193.

That leaves Drosos's personal claims for indemnification "from Dreamfood and its Members" for any personal liabilities he might incur for acts he took on their behalf; his claim for damages for misappropriation, conversion, and conspiracy against defendants GMM, Bukleia Holdings, Bukleia USA, Dreamfood, and Savva; and repayment of an \$89,502.65 loan he made to Dreamfood.

Drosos's claims for indemnification from Dreamfood and its members arise out of actions he took as Dreamfood's manager and CEO, and thus must be arbitrated under the operating agreement. See *Wasserstein v. Kovatch*, 261 N.J. Super. 277, 286, 618 A.2d 886 (App. Div. 1993). We are also [\*25] satisfied Drosos must arbitrate his claim for damages for misappropriation, conversion, and conspiracy against GMM, Bukleia Holdings, Bukleia USA, Dreamfood, and Savva.

"[A]rbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." *Angrisani v. Fin. Techs. Ventures, L.P.*, 402 N.J. Super. 138, 148, 952 A.2d 1140 (App. Div. 2008) (quoting *AT&T Techs. Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 648, 106 S. Ct. 1415, 89 L. Ed. 2d 648 (1986)). Thus "a court must always inquire, when a party seeks to invoke its aid to force a reluctant party to the arbitration table, whether the parties have agreed to arbitrate the particular dispute." *United Steelworkers of Am. v. Am. Mfg. Co.*, 363 U.S. 564, 570-71, 80 S. Ct. 1343, 4 L. Ed. 2d 1403 (1960) (Brennan, J., concurring).

Drosos has not separated his claims for misappropriation, conversion, and conspiracy from those of GGLM, and a review of the complaint strongly suggests they cannot be untangled from one another. Even Drosos's claims for misappropriation of his name and likeness are bound up with GGLM and Dreamfood. In their complaint, plaintiffs allege Drosos is publicly identified "as essentially being the personification of GFG," the "Greek from Greece" brand "as is reflected . . . in [Dreamfood's] publicity materials posted on the internet." Although it appears undisputed that

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<sup>4</sup> As plaintiffs' claims against Savva arise solely out of his role as manager of Dreamfood, he may also demand they arbitrate those claims under Dreamfood's operating agreement. See *Wasserstein v. Kovatch*, 261 N.J. Super. 277, 285-86, 618 A.2d 886 (App. Div. 1993).

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Dreamfood owns the GFG and "Greek from Greece" brands, plaintiffs allege "Dreamfood [\*26] continues to misappropriate his name and his image, featuring them prominently on the internet in promotional literature."

GGLM, as a member of Dreamfood, is, of course, obligated to arbitrate all claims arising out of the operating agreement, which Drosos, as GGLM's sole member, signed on its behalf. And although plaintiffs' claims for misappropriation, conversion, and conspiracy sound in tort, "[a]s a general rule, courts have construed broadly worded arbitration clauses to 'encompass[ ] tort, as well as contract claims.'" *Garfinkel v. Morristown Obstetrics & Gynecology Assocs., P.A.*, 168 N.J. 124, 137, 773 A.2d 665 (2001) (alteration in original) (quoting *Bleumer v. Parkway Ins. Co.*, 277 N.J. Super. 378, 405, 649 A.2d 913 (Law Div. 1994)).

We've long recognized that "[a]rbitrability of a particular claim 'depends not upon the characterization of the claim, but upon the relationship of the claim to the subject matter of the arbitration clause.'" *Jansen v. Salomon Smith Barney, Inc.*, 342 N.J. Super. 254, 258, 776 A.2d 816 (App. Div. 2001) (quoting *Wasserstein*, 261 N.J. at 286). Here, we're satisfied Drosos's claims are so clearly intertwined with those of his company, GGLM, all of which arise out of and relate to the Dreamfood operating agreement and its alleged breach, as to make Drosos's claims arbitrable along with those of DGLLM, of which Drosos is the sole member. See *Jansen*, 342 N.J. Super. at 258.

The circumstances may be different, however, with respect to the \$89,502.65 loan Drosos allegedly made to Dreamfood. [\*27] The complaint provides no information about this loan other than the amount; not even a date is provided. Because we lack sufficient information about Drosos's loan to Dreamfood to determine the nature or arbitrability of Drosos's claim for repayment of his loan, we remand the issue to the trial court for additional discovery and resolution.

In sum, we reverse the trial court's denial of defendants' motions to compel arbitration of the claims by DGGLM, as well as Drosos's individual claims for indemnification and for damages for misappropriation, conversion and conspiracy and remand for entry of an order compelling plaintiffs to arbitrate those claims. We vacate the order denying arbitration of Drosos's \$89,502.65 personal loan to Dreamfood and remand the claim to the trial court to determine whether defendants Dreamfood and Bukleia USA, against whom that claim is pled, could, under principles of agency or otherwise, enforce the

arbitration provision against Drosos. Should that claim remain in the Law Division, it must be stayed pending arbitration. See *Perez v. Sky Zone LLC*, 472 N.J. Super. 240, 251, 276 A.3d 190 (App. Div. 2022). We do not retain jurisdiction.

Reversed and remanded.

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# **Exhibit F**

# Jersey City United Against the New Ward Map v. Jersey City Ward Comm'n

Supreme Court of New Jersey

January 6, 2025, Argued; June 18, 2025, Decided

A-10/11 September Term 2024, 089292

## Reporter

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Jersey City United Against the New Ward Map, Downtown Coalition of Neighborhood Associations, Greenville Neighborhood Alliance, Friends of Berry Lane Park, Riverview Neighborhood Association, Pershing Field Neighborhood Association, Sgt. Anthony Neighborhood Assoc., Gardner Avenue Block Association, Lincoln Park Neighborhood Watch, Morris Canal Redevelopment CDC, Harmon Street Block Association, Crescent Avenue Block Association, Democratic Political Alliance, and Frank E. Gilmore, in his individual and official capacity as Ward F Councilman, Plaintiffs-Appellants, v. Jersey City Ward Commission and John Minella, in his official capacity as Chair of the Commission, Defendants-Respondents. James Calderon, Plaintiff-Appellant, v. City of Jersey City Ward Commission, John Minella, Chairman, Sean J. Gallagher, Secretary, and Commissioners Daniel E. Beckelman, Paul Castelli, Janet Larwa, and Daniel Miqueli, Defendants-Respondents.

**Prior History:** On certification to the Superior Court, Appellate Division, whose opinion is reported at 478 N.J. Super. 132, 311 A.3d 989 (App. Div. 2024) [\*\*\*1] .

Jersey City United Against the New Ward Map v. Jersey City Ward Com'n, 478 N.J. Super. 132, 311 A.3d 989, 2024 N.J. Super. LEXIS 25, 2024 WL 1057994 (Mar. 12, 2024)

## Syllabus

This syllabus is not part of the Court's opinion. It has been prepared by the Office of the Clerk for the convenience of the reader. It has been neither reviewed nor approved by the Court and may not summarize all portions of the opinion.

**Jersey City United Against the New Ward Map v. Jersey City Ward Commission**

(A-10/11-24) (089292)

**Argued January 6, 2025 -- Decided June 18, 2025**

**PATTERSON, J., writing for the Court.**

In this appeal, the Court considers challenges to the ward map adopted by defendant Jersey City Ward Commission following the 2020 federal census.

Jersey City is divided into wards for the purpose of the election or appointment of any municipal officers. Following the release of the 2020 census data, the Ward Commission determined that there was a 59% population deviation between the most populous ward, Ward E, and the least populous ward, Ward D. That deviation far exceeded the maximum population deviation authorized by the Municipal Ward Law (MWL), N.J.S.A. 40:44-9 to - 18. The Commission disseminated and later approved a new map in which the population deviation between those wards was 1.8% and the boundaries of all six wards were revised. [\*\*\*2]

Plaintiffs -- individuals and community organizations opposed to the Commission's map -- filed these actions to challenge the map. Plaintiffs argued that the new map failed to meet the MWL's compactness requirement, see N.J.S.A. 40:44-14, because its wards earned low scores on two mathematical measures of compactness, the Polsby-Popper Measure and the Reock Score. Second, the Community Organizations alleged that the Commission's map violated principles of equal protection guaranteed by the New Jersey Constitution, contending that the wards were not sufficiently compact and that the Commission unlawfully divided historic districts and established neighborhoods, thus diminishing the capacity of communities of interest to achieve effective representation for issues such as affordable housing and high-rise development. The Community Organizations also asserted a claim under the New Jersey Civil Rights Act (NJ CRA), N.J.S.A. 10:6-1 to - 2, predicated upon the alleged violations of the MWL and the State Constitution.

The trial court concluded that the Commission's ward map created wards that were sufficiently compact under

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the MWL and granted the Commission's motion to dismiss plaintiffs' statutory and constitutional claims. The Appellate Division reversed the dismissal [\*\*\*3] of plaintiffs' MWL claims and remanded the matter to the trial court for factfinding as to whether there was a rational basis for the Commission's determination that the wards defined by its map were sufficiently compact to satisfy the MWL's requirements. 478 N.J. Super. 132, 144-56, 311 A.3d 989 (App. Div. 2024). It affirmed the trial court's determinations of plaintiffs' equal protection and NJCRA claims. *Id.* at 151, 154-55. The Court granted certification, limited to the MWL, equal protection, and NJCRA claims. 258 N.J. 482, 322 A.3d 97 (2024).

**HELD:** The Commission's map represents a proper exercise of the substantial discretion the MWL grants to ward commissions to set the boundaries of municipal wards. The Court does not concur with the Appellate Division's ruling that additional factfinding is necessary to determine whether the Commission's map meets N.J.S.A. 40:44-14's compactness requirement. The Court reverses the Appellate Division's judgment on that claim and reinstates the trial court's judgment as to the Commission's compliance with the MWL without further proceedings. The Court's conclusion that the Commission complied with the MWL compels rejection of the equal protection claim. And, in light of its holding that the map did not violate either the MWL or the New Jersey Constitution, the Court [\*\*\*4] affirms the Appellate Division's determination that the trial court properly dismissed the Community Organizations' NJCRA claim.

1. The Court reviews the requirements of the MWL, which charges a commission to "fix and determine the ward boundaries so that each ward is formed of compact and contiguous territory." N.J.S.A. 40:44-14. The statute also mandates that "[t]he population of the most populous ward so created shall not differ from the population of the least populous ward so created by more than [ten percent] of the mean population of the wards," using the census as "the population determinant." *Ibid.* The Legislature did not define a "compact" territory for purposes of the MWL, nor did it direct that ward commissions use a mathematical measure of compactness such as the Polsby-Popper Measure or the Reock Score in the determination of ward boundaries, even though they were available when the MWL was enacted. In short, the Legislature directed a ward commission to design wards that are compact, but did not prescribe a methodology for that determination or otherwise constrain a ward

commission's discretion. (pp. 17-20)

2. Although the Court has not previously addressed the MWL's compactness requirement, [\*\*\*5] it has addressed the New Jersey Constitution's legislative district compactness requirement. In *Jackman v. Bodine*, plaintiffs challenging a legislative redistricting map relied heavily on a claim of excessive population discrepancies. 49 N.J. 406, 418, 231 A.2d 193 (1967). The defendants asserted that although the districts envisioned in alternative maps proposed by the plaintiffs "would come somewhat closer to the optimum population size," redistricting officials had "selected arrangements which are more 'compact,'" and in some situations may have considered "other matters" such as "so-called community interests, partisan history, and residence of incumbents." *Ibid.* Observing that those other matters "are wholly irrelevant" and could not be invoked to support population deviations "of any kind," the Court held that the constitutional mandate limiting population deviations can be a more important consideration than compactness where the districts are being created on the basis of existing political subdivisions, unless a configuration would yield such bizarre designs as a "shoe lace" or "horse shoe." *Id.* at 418-19. Both *Jackman, ibid.*, and *Davenport v. Apportionment Commission*, 65 N.J. 125, 133-34, 319 A.2d 718 (1974), approve a commission's assessment of a legislative district's compactness by visual inspection of a map. (pp. [\*\*\*6] 20-23)

3. Turning to plaintiffs' claims that the Commission's map fails to satisfy the MWL's compactness requirement, the Court first finds that the Commission was not required to utilize the Polsby-Popper Measure or Reock Score to assess compactness. The MWL does not mandate the use of those measures, and so a ward commission may elect to use them but is not required to do so. Similarly, although the preservation of communities of interest may be relevant to the work of ward commissions, it is not a requirement for determining compactness under the MWL. Finally, the Court does not concur with plaintiffs' contention that Wards A, D, and F are "bizarrely shaped" and thus violate the MWL. The contours of Wards A and D are principally determined not by the Commission, but by Jersey City's uneven borders with adjoining municipalities and natural features such as the Hudson and Hackensack Rivers. Ward F was significantly altered when the Commission reduced Ward E's population by nearly thirty percent to meet the MWL's population deviation requirement. Ward F has uneven borders, but it is not comparable to "bizarrely shaped"

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districts such as the "horseshoe" and "shoelace" configurations [\*\*\*7] addressed in *Jackman* and *Davenport*. A deferential standard of review governs appeals of redistricting plans in which there is no claim of invidious discrimination, and the Court concludes, under that standard, that the Commission's plan meets N.J.S.A. 40:44-14's mandate of compactness. (pp. 23-29)

4. The Court reverses the Appellate Division's decision to remand for factfinding as to whether the ward commissioners had a rational basis for their determination of compactness because it finds the record to be adequate for appellate review. The Court disagrees with the dissent's suggestion that the Court is constrained to remand this matter because the Commission did not file a cross-petition. Finally, the Court shares the dissent's view that a detailed explanation of a ward commission's compactness determination would better inform the public and facilitate judicial review. The Legislature, however, has not mandated such an explanation in a process undertaken on a stringent timetable, and the Court declines to impose such a requirement in this appeal. (pp. 29-33)

5. The Court reviews the New Jersey Constitution's equal protection principles. Here, the Community Organizations assert no claim of invidious discrimination [\*\*\*8] on racial or other grounds. They do not allege that the Commission unconstitutionally treated one class of people differently from the manner in which it treated another class of people. Instead, they contend that the Commission improperly divided certain established neighborhoods and communities of interest into wards that were not compact. Accordingly, the Court's conclusion that the Commission complied with the MWL's compactness standard compels rejection of the Community Organizations' equal protection claim, and the Court affirms the judgment of the Appellate Division as to that claim. (pp. 34-36)

6. Finally, because an NJCRA claim depends on a deprivation "of any substantive . . . rights, privileges or immunities secured by the Constitution or laws of this State," see N.J.S.A. 10:6-2(c), and because the Court finds that no constitutional or statutory violation occurred here, the Court affirms the Appellate Division's determination that the trial court properly dismissed the Community Organizations' NJCRA claim. (pp. 36-38)

**AFFIRMED IN PART and REVERSED IN PART.**

**Counsel:** Renée Steinhagen and Yael Bromberg

argued the cause for appellants Jersey City United Against the New Ward Map, et al. (NJ Appleaseed Public [\*\*\*9] Interest Law Center, Bromberg Law, and Matsikoudis & Fanciullo, attorneys; Renee Steinhagen, Yael Bromberg, and William C. Matsikoudis, on the briefs).

James Calderon, appellant, argued the cause on appellant's behalf.

Jason F. Orlando argued the cause for respondents Jersey City Ward Commission, et al. (Murphy Orlando, attorneys; Jason F. Orlando, John W. Bartlett, Tyler Newman, and Mallory B. Olwig, on the briefs).

Peter Slocum argued the cause for amicus curiae American Civil Liberties Union of New Jersey (Lowenstein Sandler, attorneys; Alexander Shalom, of counsel, and Peter Slocum and Mikayla Berliner, on the brief).

Bruce D. Greenberg argued the cause for amici curiae City of Jersey City and Councilman at Large Daniel Rivera (Lite DePalma Greenberg & Afanador, attorneys; Bruce D. Greenberg, on the brief).

Andrew Gimigliano submitted a brief on behalf of amicus curiae Electoral Innovation Lab (Mandelbaum Barrett, attorneys; Andrew Gimigliano and Brian Block, on the brief).

Edward D. Rogers submitted a brief on behalf of amicus curiae League of Women Voters of New Jersey (Ballard Spahr, attorneys; Edward D. Rogers and Elizabeth V. Wingfield, of counsel and on the brief).

Scott D. Salmon [\*\*\*10] submitted a brief on behalf of amicus curiae New Jersey Association of Election Officials (Jardim Meisner Salmon Sprague & Susser, attorneys; Scott D. Salmon and Julia Burzynski, of counsel and on the brief).

Richard J. Allen, Jr. submitted a brief on behalf of amici curiae New Jersey League of Municipalities, New Jersey Association of Counties, and New Jersey Institute of Local Government Attorneys (Kipp & Allen, attorneys; Richard J. Allen, Jr., on the brief).

**Judges:** JUSTICE PATTERSON delivered the opinion of the Court. CHIEF JUSTICE RABNER and JUSTICES PIERRE-LOUIS and FASCIALE join in JUSTICE PATTERSON's opinion. JUSTICE WAINER APTER filed a separate opinion concurring in part and dissenting in part, in which JUSTICES NORIEGA and HOFFMAN join.

**Opinion by:** PATTERSON

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## Opinion

[\*\*223] [\*38] JUSTICE PATTERSON delivered the opinion of the Court.

In the Municipal Ward Law (MWL), the Legislature prescribed the method by which municipalities that have adopted a ward system for municipal elections establish the boundaries of their wards. N.J.S.A. 40:44-9 to - 18. Following each federal decennial census, ward commissioners "fix and determine the ward boundaries so that each ward is formed of compact and contiguous territory" and the population of the most populous [\*\*\*11] ward does not diverge from the population of the least populous ward by more than ten percent of the mean population of the wards. N.J.S.A. 40:44-14.

In this appeal, we consider statutory and constitutional challenges to the ward map adopted by defendant Jersey City Ward Commission following the 2020 federal census. Plaintiffs, who are individuals and community organizations opposed to the Commission's map, sued the Commission and some of its members. They asserted, among other allegations, a statutory claim premised on the MWL's mandate that wards [\*\*224] be "compact"; an equal protection claim under the New Jersey Constitution; and a claim pursuant to the New Jersey Civil Rights Act (NJCRRA), N.J.S.A. 10:6-1 to - 2.

The trial court concluded that the Commission's ward map created wards that were sufficiently compact under N.J.S.A. 40:44-14 and granted the Commission's motion to dismiss plaintiffs' statutory and constitutional claims pursuant to *Rule* 4:6-2. Plaintiffs appealed, and the Appellate Division affirmed in part and reversed in part the trial court's judgment. *Jersey City [\*39] United Against the New Ward Map v. Jersey City Ward Comm'n*, 478 N.J. Super. 132, 144-56, 311 A.3d 989 (App. Div. 2024). It reversed the trial court's dismissal of plaintiffs' MWL claims and remanded the matter to the trial court for factfinding as to whether there was a rational basis for the Commission's determination that the wards defined by [\*\*\*12] its map were sufficiently compact to satisfy the MWL's requirements. *Id.* at 147-50. We granted plaintiffs' petition for certification, limited to plaintiffs' claims based on the MWL, equal protection principles, and the NJCRRA.

We view the Commission's map to represent a proper exercise of the substantial discretion the MWL grants to

ward commissions to set the boundaries of municipal wards. We do not concur with the Appellate Division's ruling that additional factfinding is necessary to determine whether the Commission's map meets N.J.S.A. 40:44-14's compactness requirement. Accordingly, we reverse the Appellate Division's determination with respect to the MWL. We affirm the Appellate Division's determination that the trial court properly dismissed plaintiffs' equal protection and NJCRRA claims.

I.

A.

Jersey City is divided into wards "for the purpose of the election or appointment of any municipal officers." N.J.S.A. 40:44-10. In accordance with N.J.S.A. 40:44-11, the members of the Hudson County Board of Elections and the Jersey City municipal clerk were appointed as ward commissioners.

On September 16, 2021, Governor Philip D. Murphy announced the results of the 2020 census for New Jersey. At its initial meeting, the Ward Commission determined that [\*\*\*13] there was a fifty-nine percent population deviation between the most populous ward, Ward E, and the least populous ward, Ward D. That deviation far exceeded the maximum population deviation authorized by N.J.S.A. 40:44-14.

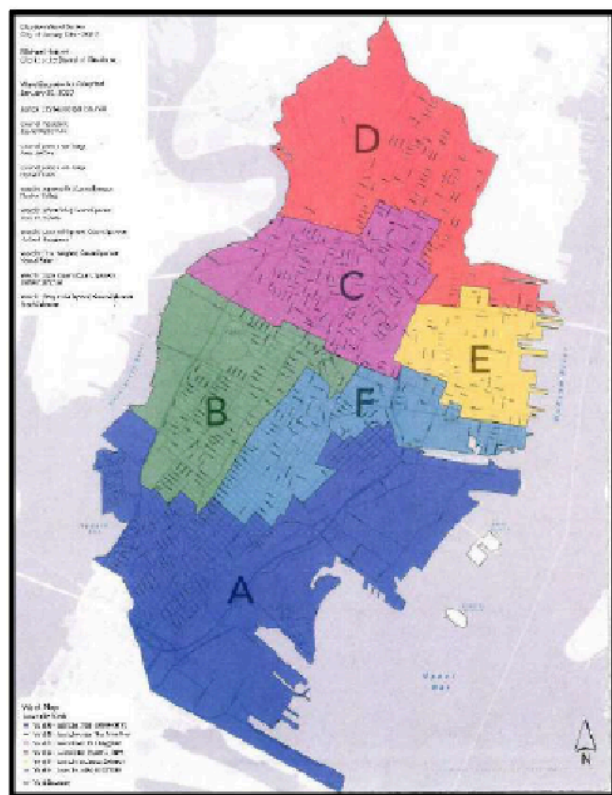
[\*40] The Commission stated that it "sought to craft a map that would (1) impose the least amount of demographic change to each ward while (2) lowering the deviation between the most populous ward and the least populous to the lowest possible percentage." According to the Commission, it "utilized a proprietary mapping software which depicted the existing ward map featuring the census tracts provided by the [f]ederal government superimposed upon it."

The Commission disseminated a proposed new map and a comparison of the demographic breakdown of the 2012 ward map based on the 2012 census data and the 2022 proposed ward map based on the 2020 census data. It noted that in contrast to the fifty-nine percent population deviation between the most and least populous wards that would exist if the 2012 ward boundaries were retained following a decade of significant change, the population deviation between the most and least populous wards in its proposed map was only [\*\*225] 1.8 percent. In the Commission's [\*\*\*14] proposed new map, the boundaries of all six wards were revised.

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At a public hearing, residents, public officials, and representatives of groups opposed to the new ward map presented comments. The Commission then adopted the map by a six-to-zero vote, with one commissioner abstaining. It published a report explaining its decision and identifying the new ward boundaries. The Commission found that the map conformed to N.J.S.A. 40:44-14's requirement that the ward boundaries be compact and contiguous, and that the population of the most and least populous wards not differ by more than ten percent. The map adopted by the Commission is depicted below.

[\*41]



B.

1.

This appeal arose from two actions in lieu of prerogative writs challenging the Commission's map. The first was filed by pro se plaintiff James Calderon (Calderon), and the second was filed by thirteen community organizations and Ward F Councilman Frank E. Gilmore (collectively, Community Organizations).

[\*42] Three of the claims asserted in the plaintiffs'

complaints are before us in this [\*226] appeal.<sup>1</sup>

First, plaintiffs in both actions asserted in their complaints that the Commission violated the MWL because the new wards were not sufficiently compact. The Community Organizations [\*\*\*15] alleged that the new map should be rejected because its wards earned low scores on two mathematical measures of compactness, the Polsby-Popper Measure and the Reock Score.<sup>2</sup> They proposed an alternative map, contending that it offered more compact wards as assessed by those measures.

Second, the Community Organizations alleged in their complaint that the Commission's map violated principles of equal protection guaranteed by Article I, Paragraph 1 of the New Jersey Constitution. The Community Organizations did not assert that the Commission engaged in invidious discrimination when it devised the new map. Instead, they premised their equal protection claim on the contention that the wards were not sufficiently compact and that the Commission unlawfully divided historic districts and established neighborhoods, thus diminishing the capacity of communities [\*43] of interest to achieve effective representation for issues such as affordable housing and high-rise development.

Third, the Community Organizations alleged in their complaint that the Commission violated the NJCRA by violating the MWL and equal protection principles and therefore deprived them of their right to live in compact

<sup>1</sup> In addition to the claims at issue in this appeal, the Community Organizations alleged that the Commission violated their right of free speech and their right of free association under Article I, Paragraphs 6 and 18 of the New Jersey Constitution; that the Commission violated the Open Public Meetings Act (OPMA), N.J.S.A. 10:4-6 to - 21, by making decisions in private meetings; that the Commission retaliated against Councilman Gilmore for his campaign advocacy by removing his supporters from Ward F; and that the Commission violated the NJCRA based on those constitutional and statutory allegations.

<sup>2</sup> In their complaint, the Community Organizations explained that the Polsby-Popper Measure "looks at the ratio of the area of a district and compares it to the area of a circle whose circumference equals the perimeter of the district," with scores ranging between zero and one, and scores closer to one indicating a more compact district. They asserted that the Reock Score "looks at the ratio of the area of the district and compares it to the area of the smallest (minimum bonding) circle that encloses the entire district's shape," with scores ranging between zero and one, and scores closer to one indicating a more compact district.

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wards that preserved communities of interest.

Plaintiffs sought, [\*\*\*16] among other relief, a declaration voiding the Commission's map and an order that the Commission redraw the map.

Pursuant to *Rule 4:6-2(e)*, the Commission moved in both actions to dismiss the complaints for failure to state a claim. Plaintiffs opposed the motions.

The trial court dismissed both complaints with prejudice. Citing this Court's opinion in *Davenport v. Apportionment Commission*, 65 N.J. 125, 133-35, 319 A.2d 718 (1974), the court noted that judicial review of a plan such as the ward map is limited, that compactness is an elusive concept, and that a map should not be struck down simply because a judge concludes that a better map could be devised. The trial court acknowledged that a plan that created bizarrely shaped districts for partisan advantage would not be tolerated, but it found no such flaw in the Commission's map. The court accordingly rejected plaintiffs' MWL claims. It also dismissed the Community Organizations' equal protection claim, rejecting the notion that such a claim can be premised on the rights [\*\*227] of citizens who share a common interest in a particular issue. Finally, the trial court dismissed the Community Organizations' NJCRA claim on the ground that they failed to allege a claim that the Commission violated their substantive rights.<sup>3</sup>

[\*44] 2.

Plaintiffs appealed [\*\*\*17] the trial court's judgments. The Appellate Division affirmed in part, reversed in part and remanded for limited factfinding. *Jersey City United*, 478 N.J. Super. at 155-56.

The Appellate Division observed that redistricting plans such as the ward map in dispute "are not subject to the normal arbitrary, capricious, and unreasonable standard generally used to evaluate agency actions." *Id.* at 149. It explained that "[i]nstead, courts are limited to determining whether the redistricting plan is 'unlawful or reflects invidious discrimination.'" *Ibid.* (quoting *In re*

*Establishment of Cong. Dists. by N.J. Redistricting Comm'n*, 249 N.J. 561, 574, 268 A.3d 299 (2022)).

In the absence of any claim of invidious discrimination or partisan gerrymandering in this appeal, the Appellate Division held that the boundaries and map can be challenged only on the basis of N.J.S.A. 40:44-14's requirements of compactness, contiguosity, and population deviation, not on grounds of "general, but undefined, concepts of 'communities of interest' or 'historic neighborhoods.'" *Ibid.*

As to the sole statutory factor at issue in plaintiffs' appeal, compactness, the appellate court reasoned that "[a] ward need not be as tight as possible, and the realities of geography will require some amount of elongation and jagged boundaries." *Ibid.* It held that "[a] ward need only have a rational basis [\*\*\*18] for its shape, considered within the context of the shape of the overall municipality, the other wards, and the population deviation between the most populous and least populous wards." *Id.* at 149-50. The Appellate Division cautioned that courts "should not consider whether there is a better or more compact configuration." *Id.* at 150.

The Appellate Division remanded for a determination whether "the Commissioners had a rational basis for their configuration," so that the trial court could "then determine whether the wards [\*45] are compact, given the flexibility afforded by the [MWL]." *Ibid.* The appellate court granted the trial court "discretion to allow focused cross-examination of one or more Commissioners . . . limited to the rational basis for the compactness of the wards." *Ibid.* It barred any challenge based on assertions that the Commission's "wards do not comply with other models of compactness" or that the Commission's map "breaks up communities of interest or neighborhoods," and specifically rejected the Community Organizations' "attempt to use the Polsby-Popper Measure or the Reock Measure." *Ibid.*

The appellate court affirmed the trial court's dismissal of the Community Organizations' equal protection [\*\*\*19] claim, noting the lack of any claim of invidious discrimination on account of race or any other basis, and the absence of any allegation identifying "how any class of people was treated differently by the Commission as compared to another class of people." *Id.* at 151. It also affirmed the trial court's dismissal of the Community Organizations' [\*\*228] NJCRA claim because there was no viable claim of deprivation of a substantive right. *Id.* at 154-55 (citing N.J.S.A. 10:6-2(c)). The appellate court affirmed the dismissal of

<sup>3</sup>In addition to addressing the MWL, equal protection, and NJCRA issues that are relevant to this appeal, the trial court resolved standing and timeliness disputes and dismissed plaintiffs' OPMA, free speech and associational rights claims, as well as the NJCRA claim premised on those claims, pursuant to *Rule 4:6-2(e)*.

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plaintiffs' remaining claims. *Id.* at 155.

C.

We granted plaintiffs' petitions for certification, "limited to the issues concerning the interpretation of the 'compactness' requirement of the [MWL]; the challenge under the Equal Protection Clause of the New Jersey Constitution; and the dismissal of the claim brought under the [NJCRRA]." 258 N.J. 482, 322 A.3d 97 (2024). We granted the applications of the following organizations to appear as amici curiae: the American Civil Liberties Union of New Jersey (ACLU); the City of Jersey City and Councilman at Large Daniel Rivera, jointly represented (City); the Electoral Innovation Lab (EIL); the League of Women Voters of New Jersey (LWV); the New Jersey Association of Election Officials (NJAEIO); and the New Jersey League of Municipalities, New Jersey Association of Counties, \*\*\*20 and New Jersey Institute of Local Government Attorneys, jointly represented (NJLM).

II.

The Community Organizations state that the Commission's map created bizarrely shaped wards that are not compact as N.J.S.A. 40:44-14 requires, and that the map fails to preserve communities of interest, splits up historic neighborhoods, and ignores natural boundaries. They argue that the Appellate Division's limited remand is improper because it effectively eliminates the MWL's compactness requirement. The Community Organizations assert that the Commission violated the New Jersey Constitution's equal protection guarantee because it unnecessarily fractured established neighborhoods and communities of interest, thus diminishing residents' voting rights. They contend that they have a viable NJCRA claim based on substantive rights conferred by the MWL. Calderon asserts a statutory claim under the MWL, arguing that the Commission's map includes bizarrely shaped wards that are not compact and should not be tolerated.

The Commission argues that its map is entitled to a presumption of legality, that compactness is a vague concept less important than population equality in designing a ward map, and that a map should not be \*\*\*21 invalidated because it splits a community of interest into different wards. According to the Commission, the Appellate Division properly affirmed the dismissal of the Community Organizations' equal protection claims in the absence of a violation of the MWL, a claim of racial discrimination, or evidence of voter dilution by virtue of the new map, and the

Community Organizations' NJCRA claim fails because they demonstrated no deprivation of a substantive right.

The ACLU urges the Court to incorporate the preservation of communities of interest into the MWL's definition of "compact," and to reject the Appellate Division's "rational basis" test. The LWV argues that the Court should vacate the Appellate Division's limited remand and instead order full discovery and expert testimony [\*47] regarding "the statistical measurements and evidence regarding communities of interest." The EIL takes no position on the outcome of this appeal but argues that we should require the Polsby-Popper Measure and the Reock Score as measures of compactness under the MWL.

The City argues that any requirement that the ward map preserve communities of interest not only contravenes N.J.S.A. 40:44-14, \*\*229 but could weaken the voting power of \*\*\*22 members of those communities. The NJAEIO urges the Court to reject plaintiffs' contention that ward commissioners, who do not have access to detailed information about residents' demographic qualities or views on particular issues, should be required to preserve communities of interest when they redraw a ward map. The NJLM asserts that the Court should apply the plain meaning of the word "compact" in the MWL without reference to the concept of communities of interest and leave policy determinations on that concept to the Legislature.

III.

As we observed in the legislative redistricting setting of *Davenport*, "[r]eapportionment is essentially a political and legislative process." 65 N.J. at 135. We held that a redistricting plan "must be accorded a presumption of legality with judicial intervention warranted only if some positive showing of invidious discrimination or other constitutional deficiency is made." *Ibid.* Invoking the United States Supreme Court's observation that "[p]olitics and political considerations are inseparable from districting and apportionment," we observed that "[t]he judiciary is not justified in striking down a plan, otherwise valid, because a 'better' one, in its opinion, could \*\*\*23 be drawn." *Id.* at 134-35 (citing *Gaffney v. Cummings*, 412 U.S. 735, 753, 93 S. Ct. 2321, 37 L. Ed. 2d 298 (1973)); *accord Gonzalez v. N.J. Apportionment Comm'n*, 428 N.J. Super. 333, 368, 53 A.3d 1230 (App. Div. 2012). As we recently noted, "[t]hat stringent standard still applies." *Establishment of Cong. Dists.*, 249 N.J. at 569. [\*48] It is not our task to decide whether there is another map that would be fairer or better than the map at issue. but to determine whether

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"the map selected is 'unlawful.'" *Ibid.* (citing *N.J. Const.* art II, § 2, ¶ 9.)

Here, we determine only whether the map adopted by the Commission complies with the MWL's requirement of a "compact" map, whether it contravenes the New Jersey Constitution's equal protection guarantee, and whether it gives rise to a claim under the NJCRA. Absent a violation of the MWL, the equal protection guarantee, or the NJCRA, we must uphold the Commission's map. *Ibid.*

A.

We begin with plaintiffs' claim that the Commission's map violates the MWL because it created wards that were not "compact," contrary to N.J.S.A. 40:44-14.

1.

The Legislature enacted the MWL to provide "a uniform method for the fixing and determination of municipal ward boundaries by ward commissioners." S. 3157 (1981).<sup>4</sup> Effective on January 12, 1982, the MWL governs "any municipality having adopted a charter or form of government, or ordinance, providing that the municipality shall be divided into wards, or [\*230] other similar representation [\*49] districts, for [\*\*\*24] the purpose of the election or appointment of any municipal officers." N.J.S.A. 40:44-10.

The Legislature provided that a ward commission shall consist of "[t]he members of the county board of elections of the county in which the municipality is located, together with the municipal clerk." N.J.S.A. 40:44-11.

Within three months of the Governor's promulgation of the results of a federal decennial census, the ward

commission must hold a meeting to "make such adjustments in ward boundaries, as shall be necessary to conform them to the requirements" of the MWL. N.J.S.A. 40:44-13(c). Those requirements are set forth in N.J.S.A. 40:44-14, which charges a commission to "fix and determine the ward boundaries so that each ward is formed of compact and contiguous territory." The statute also mandates that "[t]he population of the most populous ward so created shall not differ from the population of the least populous ward so created by more than [ten percent] of the mean population of the wards," using the census as "the population determinant." N.J.S.A. 40:44-14. Within thirty days of its first meeting, the commission must file a report "setting forth and properly [\*\*\*25] describing the ward boundaries fixed and determined," and must annex to that report "a map of the municipality with the ward boundaries clearly marked thereon." N.J.S.A. 40:44-15.

The Legislature did not define a "compact" territory for purposes of the MWL. *See* N.J.S.A. 40:44-14. Accordingly, we give that term its "generally accepted meaning, according to the approved usage of the language." N.J.S.A. 1:1-1. As dictionary definitions suggest, the term "compact" modifying the word "territory" in N.J.S.A. 40:44-14 denotes the geographic contours of a given ward. *See Webster's Third International Dictionary* 461 (unabridged) (2002) (defining "compact" to denote "[m]arked by concentration in a limited area"); *Merriam-Webster's Collegiate Dictionary* 252 (11th ed. 2020) (defining "compact" to denote "a dense structure or parts of units closely packed or joined" and "occupying a small volume by reason of efficient use of space").

[\*50] Absent from the MWL is any legislative direction that ward commissions use a mathematical measure of compactness such as the Polsby-Popper Measure or the Reock Score in the determination of ward boundaries. *See* N.J.S.A. 40:44-14. That is particularly significant because mathematical measures of compactness were available when the MWL was enacted; [\*\*\*26] indeed, Dr. Ernest C. Reock, inventor of the Reock Score, was one of the two representatives of the Bureau of Government Research and Services who prepared the Musto Commission Report. Nor did the Legislature identify factors that a commission should consider in assessing a ward's compactness. *See ibid.* In short, the Legislature directed a ward commission to design wards that are compact, but did not prescribe a methodology for that determination or otherwise constrain a ward commission's discretion. *See ibid.*

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<sup>4</sup>The MWL's legislative history indicates that the Legislature considered the recommendations of the County and Municipal Government Study Commission, known as the "Musto Commission," which were set forth in a publication entitled *Forms of Municipal Government in New Jersey*. *See Sponsor's Statement to S. 3157* (L. 1981, c. 496). The Legislature decided to implement only one of those recommendations -- that "the general law for re-drawing wards and the Optional Municipal Charter Law provisions for re-drawing wards, be updated and consolidated into a single, uniform ward statute prior to the 1980 census." Cnty. & Mun. Gov't Study Comm'n, *Forms of Municipal Government in New Jersey* 57 (17th Report, Jan. 1979) (citing N.J.S.A. 40:44-1 to -8 and N.J.S.A. 40:69A-197 to -204, both of which were repealed by L. 1981, c. 496).

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Although we have not previously addressed the MWL's compactness requirement, we have twice addressed the New Jersey Constitution's legislative district compactness requirement.<sup>5</sup> In *Jackman v. [\*\*231] Bodine*, plaintiffs challenging a legislative redistricting map relied heavily on a claim of excessive population discrepancies among the proposed districts as a ground to strike down the plan. 49 N.J. 406, 418, 231 A.2d 193 (1967). The defendants asserted that although the districts envisioned in alternative maps proposed by the plaintiffs "would come somewhat closer to the optimum population size," redistricting officials had "selected arrangements which are more 'compact,' and in some situations may have considered 'other matters' such as 'so-called [\*\*\*27] community interests, partisan history, and residence of incumbents." *Ibid.*

[\*51] Observing that those other matters "are wholly irrelevant" and could not be invoked to support population deviations "of any kind," the Court held that the constitutional mandate limiting population deviations is in some settings a more important consideration than compactness:

Compactness usually appears in discussions of districting, and of course the constitutional amendments cited above refer to it. We incline to believe that the concept is substantially significant only when wholly new district lines are being created without reference to existing political subdivisions. Where the districts are being created on the basis of existing political subdivisions, it seems to us that compactness, although not irrelevant, becomes a much reduced factor. [\*\*\*28] We do not think it possible to state the precise impact of compactness, but we believe it helpful for future guidance to suggest that population equality must be distinctly paramount. Compactness no doubt would be a material factor if the choice were between a configuration of existing political entities

which would yield such bizarre designs as a "shoe lace" or "horse shoe." Absent such extremes, compactness may not be relied upon to justify an appreciable deviation.

[*Id.* at 419.]

Although the Court did not define a "compact" district in *Jackman*, it suggested that redistricting officials' visual review of the physical shape or density of a district is an appropriate method of determining whether the constitutional mandate is met. *See ibid.*<sup>6</sup>

In *Davenport*, plaintiffs challenging a legislative apportionment plan contended that some of the districts created by the plan were "of the 'shoestring' or 'horseshoe' type" that fail the constitutional requirement of compactness, and "that these odd-shaped districts were created solely for the purpose of protecting incumbent legislators." 65 N.J. at 133. We observed that [\*52] "[c]ompactness is an elusive concept" that "may be of limited utility in creating legislative districts [\*\*\*29] in the light of the odd configurations of our State and its municipalities." *Ibid.* Citing *Jackman*, we reiterated "that population equality [\*\*232] is distinctly paramount" to compactness, and that "where districts are created on the basis of existing political subdivisions, compactness becomes a much reduced factor." *Id.* at 133-34. We stated that "[w]hile the carving out of bizarrely shaped districts for partisan advantage will not be tolerated, the creation of balanced political districts serves a valid apportionment purpose." *Id.* at 134.

Our decisions in *Jackman* and *Davenport* thus approve a commission's assessment of a legislative district's compactness by visual inspection of a map. *Davenport*, 65 N.J. at 133-34; *Jackman*, 49 N.J. at 418-19. We stated that a district that is "bizarrely shaped," resembling, for example, a horseshoe or a shoelace, may not meet the constitutional mandate of

<sup>5</sup>The New Jersey Constitution imposes a compactness requirement for the determination of General Assembly districts; such districts

shall be composed of contiguous territory, as nearly compact and equal in the number of their inhabitants as possible, and in no event shall each such district contain less than eighty per cent nor more than one hundred twenty per cent of one-fortieth of the total number of inhabitants of the State as reported on the last preceding decennial census of the United States.

[*N.J. Const.* art. IV, § 2, ¶ 3.]

<sup>6</sup>Several federal courts have referred to a visual review of a map to determine the compactness of districts as the "eyeball" test. *See, e.g., Alpha Phi Alpha Fraternity, Inc. v. Raffensperger*, 700 F. Supp. 3d 1136, 1257 (N.D. Ga. 2023) ("The eyeball test is commonly utilized to determine if a district is compact or not"); *Singleton v. Merrill*, 582 F. Supp. 3d 924, 1010 (N.D. Ala. 2022) (noting that an expert witness "testified that the 'most common' compactness metric is 'just eyeballing it as you draw the plan'"); *Lopez v. Abbott*, 339 F. Supp. 3d 589, 608 (S.D. Tex. 2018) (recognizing "the 'eyeball test' by which the Court may make a visual inspection of the map to determine whether the district is compact" and finding that the challenged maps passed that test).

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compactness. *Davenport*, 65 N.J. at 133-34. We also recognized that in legislative redistricting, achieving approximate population equality among wards is a critical consideration. *Ibid.*; *Jackman*, 49 N.J. at 418-19.

2.

Against that backdrop, we address plaintiffs' claims that the Commission's map fails to satisfy the MWL's requirement that each ward be "formed of compact . . . territory." N.J.S.A. 40:44-14.

Plaintiffs premise their compactness argument on three primary [\*\*\*30] contentions: (1) that the Commission did not properly assess the compactness of its proposed wards because it did not apply a mathematical measure such as the Polsby-Popper Measure or the Reock Score to those wards; (2) that the Commission improperly excluded from its consideration of compactness the impact of its map on communities of interest; and (3) that Wards A, D, and F, like the "horseshoe"- and "shoelace"-shaped wards discussed in [\*53] *Jackman* and *Davenport*, are bizarrely shaped and therefore not "compact" under N.J.S.A. 40:44-14.

We concur with the Appellate Division that the Commission was not required to utilize the Polsby-Popper Measure or the Reock Score to quantitatively assess the compactness of proposed wards. See *Jersey City United*, 478 N.J. Super. at 150. The Legislature did not define a "compact" ward as one earning a particular score on the Polsby-Popper Measure or the Reock Score, or otherwise tether the compactness requirement to a mathematical benchmark. See N.J.S.A. 40:44-14.<sup>7</sup> We do not add to a

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<sup>7</sup>There is no consensus in the courts of our sister states regarding the role of mathematical measures in assessing compactness. Some state high court decisions have approved the use of such measures as one potential method of determining compactness. See, e.g., *In re Senate Joint Resol. of Legis. Apportionment 100*, 334 So. 3d 1282, 1287 (Fla. 2022) (stating that compactness can be evaluated both visually and by employing standard mathematical measurements); *Pearson v. Koster*, 367 S.W.3d 36, 49 & n.10 (Mo. 2012) (explaining that an article admitted into evidence stated that "there is no threshold level that can be shown by statistics" but noting "[t]hat does not mean that [statistical] measures are completely irrelevant but rather that they alone do not demonstrate that a map is or is not compact"); *Carter v. Chapman*, 270 A.3d 444, 464 n.23 (Pa. 2022) (relying on mathematical measures in evaluating compactness of proposed congressional districts). Other decisions have emphasized the limitations of such measures in assessing

statute requirements [\*\*233] that the Legislature clearly has chosen not to include. See *Keim v. Above All Termite & Pest Control*, 256 N.J. 47, 62, 304 A.3d 685 (2023) ("We cannot 'write in an additional qualification which the Legislature pointedly omitted in drafting its own enactment . . .'" (omission in original) (quoting *Craster v. Bd. of Comm'rs of Newark*, 9 N.J. 225, 230, 87 A.2d 721 (1952))); *State v. Fleischman*, 189 N.J. 539, 545, 917 A.2d 722 (2007) ("[W]e [\*\*\*31] do not 'rewrite a plainly-written enactment of the Legislature [or] [\*54] presume that the Legislature intended something other than that expressed by way of the plain language.'" (second alteration in original) (quoting *O'Connell v. State*, 171 N.J. 484, 488, 795 A.2d 857 (2005))); *Lippman v. Ethicon, Inc.*, 222 N.J. 362, 388, 119 A.3d 215 (2015) (noting that "courts should not rewrite plainly worded statutes" or "engraft requirements" that the Legislature did not include).

Therefore, we consider the determination whether to use mathematical measures to assess compactness to be within the broad discretion that the Legislature granted to ward commissions in the MWL. If a ward commission decides that such measures may assist it in a determination of ward boundaries, it may elect to use them, but it is not required to do so. In this case, it was within the Commission's discretion to decline to utilize the Polsby-Popper Measure and the Reock Score.

The Commission also acted within its discretion when it did not consider the map's impact on communities of interest as part of its inquiry about compactness. To be sure, the preservation of communities of interest is a traditional factor in redistricting. See *Rucho v. Common Cause*, 588 U.S. 684, 706, 139 S. Ct. 2484, 204 L. Ed. 2d 931 (2019) (identifying "keeping communities of interest together" among 'traditional' districting [\*\*\*32] criteria"); *Gonzalez*, 428 N.J. Super. at 342-43, 369 (noting a redistricting commission's focus on "valid redistricting factors" that included "social, cultural, ethnic, and economic communities of interest"). During the 2022 deliberations of the New Jersey Legislative Apportionment Commission, the Honorable Philip Carchman (Ret.), the Commission's tiebreaking

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compactness. See, e.g., *Vesilind v. Va. State Bd. of Elections*, 295 Va. 427, 813 S.E.2d 739, 750-51 (Va. 2018) (noting the lack of any "accepted bright-line test or score in the social sciences for when a district can no longer be considered 'compact'"); *In re Legis. Districting of State*, 299 Md. 658, 475 A.2d 428, 443 (Md. 1982) (stating that "a mathematical formulation for determining whether a particular district is unconstitutionally noncompact was not within the contemplation of the constitutional framers").

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member, listed communities of interest as a factor distinct from the constitutional mandate of compactness in legislative redistricting. See *Commission Meeting 2-8* (Jan. 8, 2022), <https://www.apportionmentcommission.org/schedule.asp> (last visited May 12, 2025).<sup>8</sup> Judge Carchman viewed [\*55] communities of interest, along with other standards "not constitutionally mandated" in legislative redistricting, to "allow for some discretion in their application." *Ibid.*

Although the preservation of communities of interest may be relevant to the work of ward commissions, it is not a requirement for determining compactness under the MWL. See N.J.S.A. 44:40-14. There is no authority in the MWL, its legislative history, or our case law for plaintiffs' argument that when it required wards to be "compact," the Legislature mandated that the members of a community [\*\*234] of interest must vote in the same ward. [\*\*\*33]<sup>9</sup> Ward commissions have the discretion to consider the impact of a ward's boundaries on communities of interest, but if they do so, the preservation of those communities should be weighed as a separate factor, not as a component of compactness. Accordingly, the Commission did not violate N.J.S.A. 40:44-14 by not analyzing the impact of its map on communities of interest.

Nor do we concur with plaintiffs' contention that Wards A, D, and F are "bizarrely shaped" and thus violate the MWL. The contours of Wards A and D are principally

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<sup>8</sup> Judge Carchman defined "communities of interest" to include "neighborhoods, communities, or groups of people who share common values, goals, and concerns -- such as cultural, ethnic, linguistic, economic, or religious interests, or shared infrastructure concerns, shared environmental concerns, or shared industry," but not connections based on "political considerations, such as partisan affiliations or loyalty to a particular incumbent." *Ibid.*

<sup>9</sup> In support of their allegation that the Legislature mandated consideration of communities of interest in the determination of ward boundaries in large municipalities, the Community Organizations invoke the Musto Commission's observation that "wards generally are not authorized by the Legislature for very small communities, the assumptions being that the rationale in favor of wards becomes weaker in a small municipality, and that wards would fragment the community unnecessarily." *Forms of Municipal Government in New Jersey*, at 57. That comment by the Musto Commission, not cited by the Legislature as a basis for the MWL, does not address N.J.S.A. 40:44-14's compactness requirement, but relates only to the question whether a given municipality should be divided into wards. It is irrelevant to our inquiry.

determined not by the Commission, but by Jersey City's uneven borders with adjoining municipalities and natural features such as the Hudson and [\*56] Hackensack Rivers. The boundaries that separate Ward A from Wards B and F are not linear, but neither are they "bizarre." The same is true of the boundaries that separate Ward D from Wards C and E. Ward F was significantly altered when the Commission reduced Ward E's population by nearly thirty percent to meet the MWL's population deviation requirement. It now extends east from Jersey City's center to encompass a portion of the City's Hudson River waterfront. Ward F has uneven borders, but it [\*\*\*34] is not comparable to "bizarrely shaped" districts such as the "horseshoe" and "shoelace" configurations addressed in *Jackman* and *Davenport*.

It is, no doubt, possible to envision a ward map in which any of Jersey City's wards would be more compact than they appear in the Commission's redistricting plan. Our inquiry, however, is not whether a court could design a better map than the map that the Commission devised. *Establishment of Cong. Dists.*, 249 N.J. at 569; *Davenport*, 65 N.J. at 135. It is instead whether the wards created by the Commission consist of "compact . . . territory" as the MWL requires, taking into account the mandate that the Commission eliminate the serious population deviation that had developed over the past decade and other relevant considerations. See N.J.S.A. 40:44-14; *Davenport*, 65 N.J. at 134-35; *Jackman*, 49 N.J. at 418-19.

Applying the deferential standard of review that governs appeals of redistricting plans in which there is no claim of invidious discrimination, we conclude that the Commission's plan meets N.J.S.A. 40:44-14's mandate of compactness. We respectfully disagree with the Appellate Division's ruling that the matter should be remanded to the trial court for factfinding as to whether the ward commissioners had a rational basis for their determination of compactness. See *Jersey City United*, 478 N.J. Super. at 150. We view the record to be adequate for appellate [\*\*\*35] review without inquiry into the commissioners' individual views on the question of compactness.

[\*57] The dissent agrees with our holding that the MWL's compactness requirement is not "a mandate to keep together 'communities of interest,'" *post* [\*\*235] at (slip op. at 4), and that the MWL does not require the Commission to achieve compactness as measured by a particular numerical cutoff, or to prioritize compactness over other MWL requirements, but does require the

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Commission to consider and incorporate compactness in its determination, *post* at (slip op. at 10-11, 18-19).

The dissent identifies two primary points of disagreement with our decision. First, the dissent contends that we must remand this matter to the trial court, rather than reinstate the dismissal of the MWL claim, because the Commission did not challenge the Appellate Division's remand in a cross-petition. *Post* at (slip op. at 13-15). Second, the dissent states that the Commission's determination is inadequate because it did not indicate "whether or how" it considered compactness, and that the Commission should be required on remand to explain in detail the basis for its determination on that issue. *Post* at (slip op. at 18). We briefly address each argument.

With respect to [\*\*\*36] the MWL, the Appellate Division reversed the trial court's decision granting the Commission's motion to dismiss pursuant to *Rule* 4:6-2(e). The Appellate Division imposed a new standard not set forth in the MWL: whether the Commission "had a rational basis for the ward boundaries and map it adopted." *See Jersey City United*, 478 N.J. Super. at 155. Because the Appellate Division found the record insufficient to decide whether the Commission had such a rational basis for its compactness determination, it ordered a limited remand for the trial court to apply that test. Although we do not concur with the Appellate Division that a rational basis test should govern the Commission's determination of compactness under N.J.S.A. 40:44-14, we find nothing procedurally improper about the Appellate Division's imposition of a remedy not requested by any party. *See ibid.*

[\*58] In plaintiffs' petitions for certification, they asked this Court to review and reverse the Appellate Division's judgment on the MWL claim; indeed, in their reply brief in support of their petition for certification, plaintiffs not only challenged the Appellate Division's judgment on the MWL issue, but specifically asserted that "the Appellate Division's limited remand must be reversed."

This Court's grant [\*\*\*37] of certification placed the Appellate Division's judgment on the MWL's compactness requirement squarely in issue. *See Township of West Orange v. 769 Associates*, 198 N.J. 529, 546, 969 A.2d 1080 (2009) (noting that "if an issue is squarely presented, relief need not be withheld simply because it would inure to the benefit of a non-appealing party"); *Hayes v. Delamotte*, 231 N.J. 373, 383, 386-87, 175 A.3d 953 (2018) ("[I]t is well-settled that appeals are taken from orders and judgments and not from opinions,

oral decisions, informal written decisions, or reasons given for the ultimate conclusion." (quoting *Do-Wop Corp. v. City of Rahway*, 168 N.J. 191, 199, 773 A.2d 706 (2001))).

Here, the Court determines whether the Appellate Division properly reversed the trial court's determination and ordered a limited remand for rational basis review. As explained *supra* at (slip op. at 24-29), we find the wards devised by the Commission to be compact, we decline to adopt the Appellate Division's rational basis test, and we reverse the Appellate Division's judgment with respect to the MWL claim.

The fact that the Commission did not file a cross-petition does not constrain us to impose a remedy at odds with our decision on the merits; to the contrary, the Court's remedy must be consistent with its [\*\*236] application of N.J.S.A. 40:44-14 to the Commission's map. Accordingly, the appropriate remedy is not to remand the matter for a determination under the Appellate [\*\*\*38] Division's rational basis test, but to reinstate the trial court's dismissal of the MWL claim.

Indeed, the dissent itself rejects the Appellate Division's remand for a rational basis review, which it views to lack any basis in the MWL or prior case law. *Post* at (slip op. at 18). The dissent would instead order a remand "to determine whether the [\*59] new wards are compact within the meaning of the MWL." *Post* at (slip op. at 18). Although we do not view any remand to be warranted on the merits, it is clear that the Commission's failure to file a cross-petition would not preclude imposition of the remedy that the dissent advocates: a remand, but one that diverges from the remand that the Appellate Division directed.

Accordingly, we respectfully disagree with the dissent's suggestion that the Court is constrained to remand this matter, rather than reinstate the trial court's judgment dismissing the MWL claim, because the Commission did not file a cross-petition. *See post* at (slip op. at 12-15).

With respect to the adequacy of the Commission's compactness finding, it is clear that the Commission met the MWL's procedural requirements. It timely filed a report "setting forth and properly describing the ward boundaries fixed and determined," and made findings on all of [\*\*\*39] N.J.S.A. 40:44-14's factors, including a finding that the ward boundaries were compact. The MWL requires nothing more. *See* N.J.S.A. 44:40-1 to -18. Nonetheless, the Commission's report also identified the statutory factor that drove the analysis: the urgent

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need to eliminate the fifty-nine percent population deviation between Ward E and Ward D, and reduce that deviation to the extent possible -- indeed, to a remarkably low 1.5 percent. That factor provides context for the significant changes to the wards between the 2012 and 2022 maps.

We share the dissent's view that a detailed explanation of a ward commission's compactness determination would better inform the public and facilitate judicial review. The Legislature, however, has not mandated such an explanation in a process undertaken on a stringent timetable. See N.J.S.A. 44:4-13, -15, -16. We decline to impose such a requirement in this appeal.

Accordingly, we reinstate the trial court's judgment as to the Commission's compliance with N.J.S.A. 40:44-14 without further proceedings.

**[\*60] B.**

We next consider the Community Organizations' equal protection claim, based on the New Jersey Constitution.

Equal protection principles are "implicit in Art. I, par. 1 of the 1947 New Jersey Constitution." *McKenney v. Byrne*, 82 N.J. 304, 316, 412 A.2d 1041 (1980). That provision states that "[a]ll persons are by nature free and independent, [\*\*\*40] and have certain natural and unalienable rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing, and protecting property, and of pursuing and obtaining safety and happiness." *N.J. Const.* art. I, ¶ 1. Like the Fourteenth Amendment of the Federal Constitution, the State Constitution's equal protection guarantee protects "against the unequal treatment of those who should be treated alike." *Greenberg v. Kimmelman*, 99 N.J. 552, 568, 494 A.2d 294 (1985); *accord Lewis v. Harris*, 188 N.J. 415, 442, 908 A.2d 196 (2006); *Caviglia v. Royal [\*\*237] Tours of Am.*, 178 N.J. 460, 472, 842 A.2d 125 (2004).

As this Court noted in *Brady v. New Jersey Redistricting Commission*, in which the plaintiffs claimed that they had been deprived of a voice in the redistricting process, the equal protection guarantee "protects against discriminatory governmental classifications of persons not related to some appropriate state interest." 131 N.J. 594, 610-11, 622 A.2d 843 (1992). There, because the plaintiffs "failed to point to any classification at all that excluded them from participation," their equal protection challenge failed. *Ibid.* And in *Gonzalez*, the Appellate Division similarly rejected a federal equal

protection claim to state legislative redistricting premised on alleged dilution of the voting rights of South Jersey voters. 428 N.J. Super. at 366. The appellate court found the trial court's consideration of the issue persuasive, including the holding that "no constitutional infirmity [\*\*\*41] arose from 'the mere fact that a particular apportionment scheme makes it more difficult for a particular group . . . to elect the representatives of its choice.'" *Id.* at 368 (omission in original) (quoting [\*61] *Davis v. Bandemer*, 478 U.S. 109, 131, 106 S. Ct. 2797, 92 L. Ed. 2d 85 (1986)). It concurred with the trial court's observation that the South Jersey districts included urban, suburban and rural areas, as well as "Democrats, Republicans, third-party voters, . . . unaffiliated voters," and "a variety of socioeconomic classes and races." *Id.* at 366. Like the trial court, the Appellate Division determined that the plaintiffs had not "alleged sufficient facts to demonstrate there is any type of invidious discrimination to disadvantage" South Jersey communities "that would offend Equal Protection principles." *Ibid.*

Here, the Community Organizations assert no claim of invidious discrimination on racial or other grounds. As the Appellate Division observed, the Community Organizations failed to allege that the Commission unconstitutionally treated one class of people differently from the manner in which it treated another class of people. See *Jersey City United*, 478 N.J. at 151-52. Instead, they contend that the Commission improperly divided certain established neighborhoods and communities of interest into wards that were [\*\*\*42] not compact. Accordingly, our conclusion that the Commission complied with the MWL's compactness standard compels rejection of the Community Organizations' equal protection claim.

We therefore affirm the Appellate Division's judgment with respect to the Community Organizations' equal protection claim.

**C.**

Finally, we address the Community Organizations' NJCRA claim.

Pursuant to the NJCRA, "[a]ny person who has been deprived of any substantive . . . rights, privileges or immunities secured by the Constitution or laws of this State . . . by a person acting under color of law" may bring an action for damages. N.J.S.A. 10:6-2(c); see also *Winberry Realty P'ship v. Borough of Rutherford*, 247 N.J. 165, 183-84, 253 A.3d 636 (2021) (reviewing [\*62] the elements of an NJCRA claim). When an

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NJCRA claim is premised on a violation of a statute such as the MWL, we first determine whether the statute was violated and then decide whether the right at issue is a substantive right under the NJCRA. See N.J.S.A. 10:6-2(c); *Tumpson v. Farina*, 218 N.J. 450, 472-73, 95 A.3d 210 (2014).

To determine whether the Legislature intended to confer a substantive right on an individual when it enacted a [\*\*238] given statute, we apply the standard prescribed by the United States Supreme Court in *Blessing v. Freestone*, 520 U.S. 329, 340-41, 117 S. Ct. 1353, 137 L. Ed. 2d 569 (1997). *Tumpson*, 218 N.J. at 476 (adopting the standard). We have noted that under the *Blessing* standard, "[a] plaintiff must show that (1) Congress [\*\*\*43] intended the statute to 'benefit the plaintiff'; (2) 'the right assertedly protected by the statute is not so 'vague and amorphous' that its enforcement would strain judicial competence'; and (3) 'the statute must unambiguously impose a binding obligation on the States.' Id. at 475 (quoting *Blessing*, 520 U.S. at 340-41). We also concluded that "[i]n accord with the *Blessing* test, even if we find that a statute confers a right, we still must determine whether the Legislature did not intend remedies of our Civil Rights Act to supplant those of other statutes." Id. at 476.

Here, the Community Organizations allege that the Commission deprived them of their "substantive rights of equal treatment guaranteeing them fair representation in the ward boundaries" and "their substantive rights to reside in a ward that consists of compact territory that preserves their communities of interest" pursuant to the MWL and the New Jersey Constitution's equal protection guarantee. They also allege that the Commission deprived them of their "substantive rights of equal protection to reside in a ward whose boundaries are drawn free from arbitrary, irrational, inconsistently applied, and/or impermissible considerations."

[\*63] In light of our holding that the Commission's map [\*\*\*44] did not violate either N.J.S.A. 40:44-14 or the New Jersey Constitution's equal protection guarantee, we affirm the Appellate Division's determination that the trial court properly dismissed the Community Organizations' NJCRA claim. See *Jersey City United*, 478 N.J. Super. at 154-55. We do not reach the question whether a violation of the MWL could give rise to an NJCRA claim under the *Blessing* test.

lv.

We affirm in part and reverse in part the judgment of the

Appellate Division and reinstate the trial court's judgment dismissing with prejudice plaintiffs' complaints in accordance with *Rule 4:6-2(e)*.

CHIEF JUSTICE RABNER and JUSTICES PIERRE-LOUIS and FASCIALE join in JUSTICE PATTERSON's opinion. JUSTICE WAINER APTER filed a separate opinion concurring in part and dissenting in part, in which JUSTICES NORIEGA and HOFFMAN join.

**Concur by:** WAINER APTER (In Part)

**Dissent by:** WAINER APTER (In Part)

## Dissent

JUSTICE WAINER APTER, concurring in part and dissenting in part.

The municipal wards adopted by the Jersey City Ward Commission in 2022 are significantly less compact than the wards that had been in place since 2012. Considering only the wards' geographic shapes, plaintiffs demonstrated a substantial decline in compactness using both mathematical measures and a simple visual inspection. All agree [\*\*\*45] that the Municipal Ward Law (MWL) requires ward commissioners to "fix and determine the ward boundaries so that each ward is formed of compact and contiguous territory." N.J.S.A. 40:44-14. Plaintiffs allege that the Commission violated this statutory requirement. The trial court dismissed plaintiffs' MWL claim, but the Appellate Division reversed that dismissal and remanded for limited factfinding on whether the wards are compact within the meaning of the MWL. I agree with the [\*64] Appellate Division that plaintiffs alleged sufficient facts to survive a motion to dismiss their MWL claim. I [\*\*239] would, however, modify the Appellate Division's remand order. I therefore respectfully concur in part and dissent in part.

I.

As the majority correctly notes, our redistricting precedents limit judicial review to whether a map conforms with constitutional and statutory requirements: we must uphold a map absent an affirmative showing that it is "unlawful or reflects invidious discrimination." *In re Establishment of Cong. Dists. by N.J. Redistricting Comm'n*, 249 N.J. 561, 574, 268 A.3d 299 (2022); *ante* at (slip op. at 11, 17). In assessing whether a constitutional or statutory violation has been shown, we

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do not ask whether a "fairer" or "better" map could have been drawn. *Establishment of Cong. Dists.*, 249 N.J. at 569.

Yet the MWL plainly instructs that municipal ward [\*\*\*46] commissioners "shall fix and determine the ward boundaries so that each ward is formed of compact and contiguous territory." N.J.S.A. 40:44-14. In addition, the difference in population between the most populous and least populous ward must be no more than ten percent of the mean population of the wards. *Ibid.*

Therefore, although the scope of judicial review is limited, in reviewing a claim for a violation of the MWL, a court must assess whether the wards are compact, contiguous, and compliant with population constraints. Because, in my view, the majority diminishes the compactness requirement, I respectfully dissent from the majority's resolution of plaintiffs' MWL claim.

A.

As an initial matter, I agree with the majority that there is no basis in the text or structure of the MWL to read into the prescription that "each ward is formed of compact and contiguous [\*65] territory," N.J.S.A. 40:44-14, a mandate to keep together "communities of interest." *Ante* at (slip op. at 27-28).

Ward commissions must act quickly to redraw ward boundaries: they must meet within three months of the Governor's receipt of each federal decennial census and file a new map within thirty days of that meeting. N.J.S.A. 40:44-13(c), -15(a). And the statute provides limited [\*\*\*47] tools to accomplish that task, allowing commissions to hire "a surveyor or engineer and such other assistants as shall be necessary to aid them in the discharge of their duties." *Id.* at - 12. Within this framework, a commission has no practical ability to discern, consider, and actualize "general, but undefined, concepts of 'communities of interest.'" *Jersey City United Against the New Ward Map v. Jersey City Ward Comm'n*, 478 N.J. Super. 132, 149, 311 A.3d 989 (App. Div. 2024).

I also concur with the majority and the New Jersey League of Municipalities that it is up to the Legislature, not this Court, to make policy determinations regarding the benefits of keeping together "communities of interest." *Ante* at (slip op. at 16, 28). The Legislature provided no such mandate in the MWL. *See* N.J.S.A. 40:44-9 to - 18. I therefore agree with the majority that the Commission was not required to "consider the map's

impact on communities of interest as part of its inquiry about compactness." *Ante* at (slip op. at 26).

B.

The majority is likewise correct that compactness refers to "the geographic contours of a given ward," *ante* at (slip op. at 19), or the geographic density of the "territory" within each ward, N.J.S.A. 40:44-14.

[\*\*240] The Appellate Division in *Davenport v. Apportionment Commission* defined "compactness to mean that between two districts of equal [\*\*\*48] area the one with the smaller perimeter is the more compact." 124 N.J. Super. 30, 43, 304 A.2d 736 (App. Div. 1973). Here, the Appellate Division used -- and the majority approves-- a dictionary definition of compact as "having a dense structure or [\*66] parts or units closely packed or joined" and "occupying a small volume by reason of efficient use of space." 478 N.J. Super. at 148 (quoting *Merriam-Webster's Collegiate Dictionary* 252 (11th ed. 2020)); *ante* at (slip op. at 19). The majority adds an additional definition: "[m]arked by concentration in a limited area." *Ante* at (slip op. at 19) (quoting *Webster's Third International Dictionary* 461 (unabridged) (2002)). These definitions give appropriate weight and content to the compactness requirement. *See also Acker v. Love*, 178 Colo. 175, 496 P.2d 75, 76 (Colo. 1972) (defining compactness as "concern[ing] a geographic area whose boundaries are as nearly equidistant as possible from the geographic center of the area being considered").

C.

Yet respectfully, after setting forth these definitions, the majority devalues them. The majority quotes *Jackman v. Bodine*, 49 N.J. 406, 419, 231 A.2d 193 (1967), and *Davenport v. Apportionment Commission*, 65 N.J. 125, 133-34, 319 A.2d 718 (1974), for the proposition that compactness is "an elusive concept" and a "much reduced factor" that "may be of limited utility in creating legislative districts" and, in the majority's view, municipal wards as well. *Ante* at [\*\*\*49] (slip op. at 22-23). In my view, a correct reading of those opinions, and the constitutional provisions they interpret, reveals that although compactness "may be of limited utility in creating legislative districts in the light of the odd configurations of [New Jersey] and its municipalities," *Davenport*, 65 N.J. at 133, no similar constraint applies to ward boundaries under the MWL. It is therefore incumbent upon us to apply the Legislature's compactness requirement in this case.

Our Constitution provides that "no county or municipality

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shall be divided among Assembly districts unless it shall contain more than one-fortieth of the total number of inhabitants of the State." *N.J. Const.* art. IV, § 2, ¶ 3. Whereas the constitutional requirement to keep counties together was struck down in *Scrimminger v. Sherwin*, 60 N.J. 483, 495-97, 291 A.2d 134 (1972), and *Davenport*, [\*67] 65 N.J. at 132-33, in furtherance of the Federal Constitution's one-person-one-vote principle, the constitutional requirement to keep municipalities together, unless the population of the municipality exceeds "one-fortieth of the total number of inhabitants of the State," remains. *N.J. Const.* art. IV, § 2, ¶ 3; see N.J. Legis. Comm'n, *Meeting Transcript for Jan. 8, 2022* 4 (statement by the Hon. Philip S. Carchman), accessible via <https://www.apportionmentcommission.org/schedule.asp> ("With [\*\*\*50] the exception of Newark and Jersey City, whose populations exceed that of a single legislative district, municipalities cannot be split among districts.").

It is because municipalities are the "building blocks" of state legislative districts, *Scrimminger*, 60 N.J. at 498, and municipalities are themselves often "odd[ly] configur[ed]," *Davenport*, 65 N.J. at 133, that we have acknowledged that compactness may be an "elusive concept" when it comes to legislative redistricting, *ibid.* See *Jackman*, 49 N.J. at 419 ("Where the districts are being created *on the basis of existing political subdivisions*, it seems to [\*241] us that compactness, although not irrelevant, becomes a much reduced factor." (emphasis added)); *Davenport*, 65 N.J. at 133 ("Compactness . . . may be of limited utility in creating *legislative districts* in the light of the odd configurations of our State *and its municipalities*." (emphases added)).

The same cannot be said for municipal wards. Unlike the Constitution, the MWL does not require that wards be drawn around any existing political subdivisions; indeed, there are no political subdivisions smaller than a municipal ward from which the wards could be built. See N.J.S.A. 40:44-14. The "odd configurations of our State and its municipalities" are therefore irrelevant to whether municipal wards can [\*\*\*51] be drawn compactly under the MWL, aside from any portion of a ward boundary that tracks the outer boundary of the municipality itself. *Davenport*, 65 N.J. at 133. In other words, the fact that compactness is less feasible in the context of legislative districts, which must be built [\*68] around municipalities, does not give ward commissions license to disregard the unambiguous compactness requirement in the MWL.

Significantly, as the majority notes, the MWL was

enacted in 1981, *ante* at (slip op. at 17), several years after this Court's 1967 decision in *Jackman* and 1974 decision in *Davenport*. The Legislature is presumed to be "familiar with existing case law." *State v. McCray*, 243 N.J. 196, 217, 233 A.3d 523 (2020) (quoting *Great Atl. & Pac. Tea Co. v. Borough of Point Pleasant*, 137 N.J. 136, 148, 644 A.2d 598 (1994)). If, based on the statements in *Jackman* and *Davenport*, the Legislature viewed compactness as "an elusive concept" that would be "of limited utility" in drawing municipal ward boundaries, it would not have written it into the MWL without reservation or qualification.

As earlier noted, the MWL contains only three substantive restrictions on how ward boundaries can be drawn: "The ward commissioners shall fix and determine the ward boundaries so that each ward is formed of [1] compact and [2] contiguous territory," and "[3] [t]he population of the most populous [\*\*\*52] ward so created shall not differ from the population of the least populous ward so created by more than 10% of the mean population of the wards." N.J.S.A. 40:44-14. The Legislature chose to include all three; we must respect that choice. *Middletown Twp. PBA Local 124 v. Township of Middleton*, 193 N.J. 1, 12, 935 A.2d 516 (2007) ("A court has no power to substitute its own idea of what a statute should provide in the face of clear and unambiguous statutory requirements." (quotation omitted)). To give effect to the text of the MWL, ward commissions therefore must draw wards to be compact and contiguous and to fall within the population-deviation limits.

D.

The Appellate Division "expressly reject[ed] . . . plaintiffs' attempt to use the Polsby-Popper Measure or the Reock Measure" to show that the 2022 wards were not compact. *Jersey City [\*69] United*, 478 N.J. Super. at 150. The majority likewise states that "it was within the Commission's discretion to decline to utilize the Polsby-Popper Measure and the Reock Score." *Ante* at (slip op. at 26).

I would hold that in alleging a claim for a violation of the MWL based on non-compactness, plaintiffs may rely on mathematical measures such as the Reock and Polsby-Popper scores. Both are common methods of calculating compactness. Both grade district shapes on a scale of 0 to 1, with 0 being non-compact [\*\*\*53] and 1 being perfectly compact. Both can usefully compare [\*\*242] wards and give an idea of a ward's relative compactness. And both relate to the Appellate Division's description of a compactness measure in *Davenport* as

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"drawing a circle around each of the proposed districts" to evaluate which "occupy relatively greater areas within the circle." 124 N.J. Super. at 43. Indeed, courts in many jurisdictions rely upon the Reock and Polsby-Popper scores in analyzing compactness and non-compactness. *See, e.g., In re Senate Joint Resol. of Legis. Apportionment 100*, 334 So. 3d 1282, 1287 (Fla. 2022); *Pearson v. Koster*, 367 S.W.3d 36, 55-56 (Mo. 2012); *Alpha Phi Alpha Fraternity, Inc. v. Raffensperger*, 700 F. Supp. 3d 1136, 1197-99 (N.D. Ga. 2023), *appeal docketed*, No. 23-13914 (11th Cir. Nov. 28, 2023).

Although I would not adopt a particular numerical cutoff beneath which a ward is not compact, I would hold that mathematical measures can help a plaintiff state a claim that a ward is not compact, or is materially less compact than it previously was, in violation of the MWL. Mathematical measures are not dispositive, but dismal compactness scores can help a plaintiff survive a motion to dismiss.

E.

Finally, I would hold that to state a claim for a violation of the compactness requirement of the MWL, a plaintiff may not allege that a ward map drawn many years ago, and unchanged since, is not compact. This is so because wards can permissibly be drawn to [\*70] preserve continuity from prior maps. [\*\*\*54] *See Davenport*, 65 N.J. at 134-35 ("Providing protection of incumbents serves a valid purpose and is a relevant factor to be taken into account in creating a legislative districting plan."). If a ward appears visually non-compact, but its shape was preserved from one census cycle to the next, plaintiffs should not be able to force the old map to be redrawn.

However, if a ward commission draws a new ward map that is substantially less compact than the previous map, that change could suggest that the commission did not adequately consider compactness or inappropriately subordinated it to extra-statutory considerations. If the commission could not explain how a substantial decline in compactness was necessary to meet other MWL requirements, it would be obligated to redraw the ward boundaries to meet the MWL's compactness requirement.

II.

In this case, I would hold that plaintiffs alleged sufficient facts to survive the motion to dismiss their MWL claim pursuant to *Rule* 4:6-2(e). I therefore agree with the Appellate Division that the MWL claim should not have been dismissed. I would, however, modify the Appellate

Division's remand order to expand the scope of the remand.

A.

Before explaining why plaintiffs alleged sufficient facts to [\*\*\*55] survive a motion to dismiss, I would uphold the Appellate Division's reversal of the trial court's dismissal of plaintiffs' MWL claim because the Commission did not file a cross-petition for certification and did not challenge the Appellate Division's MWL holding at all.

As the majority notes, the trial court dismissed all of plaintiffs' claims. *Ante* at (slip op. at 10). The Appellate Division affirmed the dismissal of all claims except the MWL claim, reversed [\*71] that dismissal, and remanded the MWL claim for limited factfinding. *Jersey City United*, 478 N.J. Super. at 149-55.

Plaintiffs filed a petition for certification, asking this Court to grant review and reverse [\*\*243] the dismissal of their non-MWL claims. As for the MWL claim, plaintiffs requested that we broaden the scope of the Appellate Division's remand order, arguing that it "render[ed] the claim and the [MWL] statute meaningless."

The Commission did not file a cross-petition for certification objecting to the Appellate Division's remand order. In fact, the Commission did not quarrel with the Appellate Division's revival of plaintiffs' MWL claim at all. Instead, the Commission argued that the MWL remand had already been scheduled and should be allowed to proceed. According [\*\*\*56] to the Commission, "whether [plaintiffs] -- or, for that matter, the Commission -- may ultimately have grounds for appeal and certification remains to be seen."

"[A]ppeals are taken from judgments, not opinions, and, without having filed a cross-appeal, a respondent can argue any point on the appeal to sustain the [lower] court's judgment." *State v. Watson*, 254 N.J. 558, 609, 298 A.3d 1049 (2023) (quoting *Chimes v. Oritani Motor Hotel, Inc.*, 195 N.J. Super. 435, 443, 480 A.2d 218 (App. Div. 1984)). But if a respondent "is seeking to expand the substantive relief granted by the [lower] court, as opposed to merely arguing an additional legal ground to sustain the [lower] court's judgment, the [respondent] must file a cross-appeal." *State v. Eldakrouy*, 439 N.J. Super. 304, 307 n.2, 108 A.3d 649 (App. Div. 2015) (citing *Jennings v. Stephens*, 574 U.S. 271, 276, 135 S. Ct. 793, 190 L. Ed. 2d 662 (2015)).

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In addition, if a respondent does not argue that the judgment below should be altered, any such argument is waived. See *Watson*, 254 N.J. at 609 ("[A] respondent who is merely seeking to maintain his judgment may brief and argue on the appeal any points that will sustain his judgment and if he does not brief and argue such points he will be taken to have waived them." [\*72] (quoting *State v. Lefante*, 14 N.J. 584, 589-90, 103 A.2d 585 (1954))).

Here, by dismissing the MWL claim outright, this Court is enlarging the Appellate Division's judgment in favor of the Respondent Commission without the Commission filing a cross petition or ever even requesting that relief. I would affirm [\*\*\*57] the Appellate Division's judgment as to the MWL claim on that basis alone.

B.

I would also hold that a remand is justified on the merits of plaintiffs' MWL claim.

In reviewing a motion to dismiss for failure to state a claim upon which relief can be granted, courts must "assume the facts as asserted by plaintiff[s] are true and give [them] the benefit of all inferences that may be drawn in [their] favor." *Velantzas v. Colgate-Palmolive Co.*, 109 N.J. 189, 192, 536 A.2d 237 (1988). "At [such a] preliminary stage of the litigation the Court is not concerned with the ability of plaintiffs to prove the allegation contained in the complaint." *Printing Mart-Morristown v. Sharp Elecs. Corp.*, 116 N.J. 739, 746, 563 A.2d 31 (1989).

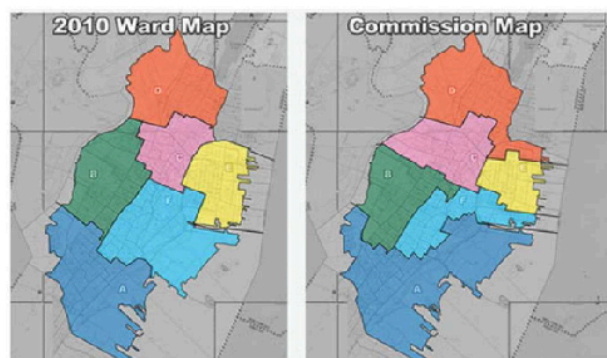
Applying that generous standard, I would hold that plaintiffs stated a claim for violation of the MWL. In their complaint, the Community Organizations provided compactness scores indicating that the new wards are significantly less compact than were the wards that existed under the 2012 map.<sup>1</sup> They alleged that using the [\*\*244] Polsby-Popper measure, the 2022 map received an average score of 0.4006, with Ward F scoring 0.2089 and Ward D scoring [\*73] 0.2576. By comparison, the Community Organizations stated that the previous ward map received an average Polsby-

<sup>1</sup>As earlier noted, the majority states that "it was within the Commission's discretion to decline to utilize the Polsby-Popper Measure and the Reock Score." *Ante* at (slip op. at 26). But the Community Organizations did not allege that the Commission was required to use these scores; instead, they submitted the scores to demonstrate that the wards the Commission drew are not compact, especially as compared to their previous iterations.

Popper score of 0.5368, with Ward F scoring 0.4848 and Ward D scoring 0.5328. Thus [\*\*\*58] all wards, in the aggregate, are less compact, and Wards F and D are less than one-half as compact as they had been.

The Community Organizations also alleged that using the Reock score, the 2022 map averaged 0.3447, with Ward F scoring 0.1604 and Ward D scoring 0.2753. This was compared to an average Reock score of 0.5019 for the 2012 map, with Ward F scoring 0.4998 and Ward D scoring 0.5133. The 2022 scores were thus "significantly lower" than the 2012 scores, demonstrating a significant decline in compactness between the 2012 and 2022 maps.

Even under an "eyeball test," see *ante* at n.6 (slip op. at 22 n.6), the wards created in the 2022 map look substantially less compact than the wards that existed in 2012.<sup>2</sup>



According to the majority, "[t]he contours of Wards A and D are principally determined not by the Commission, but by Jersey City's uneven borders with adjoining municipalities and natural [\*74] features such as the Hudson and Hackensack Rivers." *Ante* at (slip op. at 28). But the significant decrease in the compactness of Wards A and D between 2012 and 2022 cannot be attributed to the borders of Jersey City with the Hudson River to the east, the Hackensack River to the west, [\*\*\*59] or adjoining municipalities to the north or south. *Ibid.* Instead, the boundaries of Wards A and D that are significantly less compact in the 2022 map than they were in 2012 are where they meet other Jersey City wards: where Ward A meets B and F, and where Ward D meets C and E. Rather than simply tracking the outer borders of [\*\*245] the city, the 2022

<sup>2</sup>The image plaintiffs submitted (reproduced here) labels the map created in 2012 as the "2010 Ward Map" because it was created using data from the 2010 census. We refer to it as the "2012 map" throughout.

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map creates new jagged borders within the city itself.

In addition, as plaintiffs identify, Ward F transformed from a relatively square shape to a jagged sideways L-shape. Wards A and D became many-sided shapes that defy easy description, with numerous appendages that make them less compact than they were previously. And the boundaries between wards went from generally smooth straight or curved lines to uneven routes filled with twists and turns. This is especially true of the boundaries between Wards F and A, F and E, D and C, and D and E.

Plaintiffs correctly submit -- and the relevant mathematical analysis supports -- that the wards' compactness substantially declined since the prior map. And the Commission did not explain why that is so. Indeed, the Commission did not explain how it considered compactness at all. As the majority notes, the [\*\*\*60] Commission's report states that it "sought to craft a map that would (1) impose the least amount of demographic change to each ward while (2) lowering the deviation between the most populous ward and the least populous to the lowest possible percentage." *Ante* at (slip op. at 6). Absent from the report is any statement of whether or how the Commission considered compactness, beyond listing compactness as a requirement in the MWL. Therefore, plaintiffs pleaded sufficient facts to allege that the Commission did not comply with the MWL's express compactness requirement, and their MWL claim should not have been dismissed.

### [\*75] C.

For these reasons, I would leave in place the Appellate Division's remand for further factfinding, but enlarge it slightly, as plaintiffs request. As an initial matter, I would not apply the Appellate Division's rational basis test. The MWL provides no basis for a rational basis test, *see* N.J.S.A. 40:44-9 to 18, and the Appellate Division did not ground the test in our prior case law.

Instead, the purpose of the remand would be to determine whether the new wards are compact within the meaning of the MWL. Appropriate evidence could include mathematical and geographic measures of compactness [\*\*\*61] as well as examination of the Commissioners. At the very least, plaintiffs should be permitted to question the Commissioners as to whether and how they considered compactness in drawing the new map.

If on remand the Commission explained that the reduction in compactness was necessary to achieve the MWL's population requirements, and a ward's odd shape was due to the location of a high-rise apartment building that needed to be shifted between wards to ensure that requirement was met, the map would satisfy the MWL. This is because the MWL does not mandate a particular level of compactness. N.J.S.A. 40:44-12 to -15. As earlier noted, it provides for an expedited process with limited resources. *Ibid.* Ward commissioners are tasked with balancing multiple, possibly conflicting, factors. *Ibid.* They are not required to prioritize compactness over the other MWL requirements. *See id.* at - 14. But if the Commission did not consider compactness, or deprioritized compactness for a nefarious or extra-statutory purpose, then the Commission would be required to re-draw the map to comply with the MWL.

Contrary to the majority's suggestion, remanding for a fact-finding hearing on whether the wards are compact within the meaning of the [\*\*\*62] MWL would not add any procedural requirements to the statute. *See ante* (slip op. at 33). It would simply apply the MWL's compactness requirement [\*\*246] as written. Where, as here, plaintiffs allege that the 2022 map is much less compact than [\*76] the 2012 map pursuant to both mathematical measures and the eyeball test, and where, as here, the Commission has not explained why, the Commission should be required to redraw the map to meet the MWL's compactness requirement unless it can explain, on remand, why redrawing the wards to address the fifty-nine percent population deviation between Wards E and D required such a drastic decline in compactness for all six wards.

III.

I agree with the majority that plaintiffs' remaining claims were properly dismissed. *Ante* at (slip op. at 35-39). I write briefly to explain why that is so regardless of the outcome on the MWL claim.

First, our State Constitution's equal protection guarantee protects "against the unequal treatment of those who should be treated alike." *Greenberg v. Kimmelman*, 99 N.J. 552, 568, 494 A.2d 294 (1985); *accord Lewis v. Harris*, 188 N.J. 415, 442, 908 A.2d 196 (2006); *Caviglia v. Royal Tours of Am.*, 178 N.J. 460, 472, 842 A.2d 125 (2004). As the majority notes, *ante* at (slip op. at 34-36), our courts have rejected equal protection challenges absent some "discriminatory governmental classification." *Brady v. N.J. Redistricting Comm'n*, 131 N.J. 594, 610-11, 622 A.2d 843 (1992); *accord*

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*Gonzalez v. N.J. Apportionment Comm'n*, 428 N.J. Super. 333, 366, 369, 53 A.3d 1230 (App. Div. 2012).

Here, plaintiffs [\*\*\*63] did not allege invidious discrimination based on race or any other protected characteristic. Instead, they claim that some residents were denied the right to reside in compact wards that preserve communities of interest and therefore allow them to exert equal electoral power. As discussed above, communities of interest are not part of the MWL's compactness requirement. And even if the Commission violated the MWL's compactness requirement, plaintiffs failed to allege any specific facts to show that the Commission intentionally discriminated against them or made any classification of similarly situated Jersey City residents in drawing [\*77] the new ward map. I therefore would affirm the Appellate Division's holding that plaintiffs failed to allege that the Commission unconstitutionally treated one class of people differently from another. *See ante* at (slip op. at 35-36); *Jersey City United*, 478 N.J. at 151-52.

Second, plaintiffs' New Jersey Civil Rights Act (NJCRA) claim was properly dismissed because, even if the MWL was violated, it does not create individual rights that can be vindicated through a lawsuit for money damages. As the majority explains, *ante* at (slip op. at 36-37), to bring a cause of action under the NJCRA [\*\*\*64] for money damages, N.J.S.A. 10:6-2(c), the statute allegedly violated must confer substantive individual rights on plaintiffs, *Tumpson v. Farina*, 218 N.J. 450, 472, 95 A.3d 210 (2014). "A plaintiff must show that [the Legislature] intended the statute to 'benefit the plaintiff.'" *Tumpson*, 218 N.J. at 475-76 (quoting *Blessing v. Freestone*, 520 U.S. 329, 340, 117 S. Ct. 1353, 137 L. Ed. 2d 569 (1997), and adopting *Blessing's* federal law test for NJCRA claims). "For a statute to create such private rights," its text must generally "be 'phrased in terms of the persons benefited.'" *Gonzaga Univ. v. Doe*, 536 U.S. 273, 284, 122 S. Ct. 2268, 153 L. Ed. 2d 309 (2002) (quoting *Cannon v. Univ. of Chi.*, 441 U.S. 677, 692 n.13, 99 S. Ct. 1946, 60 L. Ed. 2d 560 (1979)).

[\*\*247] When we have found statutes to confer substantive rights on individuals that can be enforced through a claim for money damages under the NJCRA, the statutes have contemplated those individuals within their plain text. *See Harz v. Borough of Spring Lake*, 234 N.J. 317, 321, 191 A.3d 547 (2018) (statute "specifically provide[d] that '[a]ppeals to the board of adjustment may be taken by any interested party affected by any decision of an administrative officer'" (second alteration in original) (quoting N.J.S.A. 40:55D-

72(a))); *Tumpson*, 218 N.J. at 478 (statute prescribed that "[t]he voters shall . . . have the power of referendum" (alteration in original) (quoting N.J.S.A. 40:69A-185)). Unlike the statutes in *Harz* and *Tumpson*, the MWL does not mention individuals, such as voters or ward residents, at all. *See* N.J.S.A. 40:44-9 to - 18. [\*78] It simply specifies what ward commissions must do. *Ibid*. A violation of the MWL therefore cannot give rise to [\*\*\*65] an individual claim for money damages under the NJCRA.

IV.

Because plaintiffs sufficiently alleged a violation of the MWL's compactness requirement to survive a motion to dismiss, I would affirm the Appellate Division's remand as modified. I therefore respectfully concur in part and dissent in part.

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# **Exhibit G**

G. Martin Meyers, Esq. is a graduate of the Wharton School of Finance and Commerce of the University of Pennsylvania, where he maintained a Dean's List average and earned the degree of Bachelor of Science in Economics in May 1968. Mr. Meyers received his law degree (Juris Doctor) from New York University School of Law in May 1971 and was admitted to the New Jersey bar in November 1971.

Mr. Meyers has concentrated his practice primarily in the area of complex civil litigation. He has maintained his own practice since November 1972, for the most part representing individuals who have been injured, defrauded, or victimized in some other manner in connection with their individual legal rights.

Mr. Meyers has been designated a Super Lawyers, Best Lawyers, has been recognized by Avvo, and he is a recipient of the AV Preeminent rating by Martindale-Hubbell, its highest rating. In addition, in 1997 Mr. Meyers obtained the largest jury verdict in a Products Liability case in New Jersey, a verdict in the amount of \$9.9 million in the case of Molinaro v. Harley-Davidson Inc. The case was later settled on a confidential basis.

# **Exhibit H**

**Bio of Justin A. Meyers, Esq.:**

Justin A. Meyers is admitted to practice in New Jersey (2006), New York (2007), and Washington, D.C. (2008). Justin earned his B.A. in Philosophy *magna cum laude* at Boston University in 2001, and his J.D. and M.B.A. at Vanderbilt University in 2006. Early in his career, he obtained a reported Appellate Division decision in *Murnane v. Finch Landscaping, LLC*, 420 N.J. Super. 331, *cert. denied*, 208 N.J. 600 (2011). In 2013, he was counsel to Cause of Action Institute for Legal Reform, a Washington, D.C. based non-profit focused on exposing government fraud, waste and abuse, where he helped author an amicus brief that was cited by the U.S. Supreme Court in a leading campaign finance decision, *McCutcheon v. FEC*, 572 U.S. 185 (2014). After returning to private practice in New Jersey in 2017, he defended the family of a girl accused of “bullying” a Rockaway Township grammar student in a cyberbullying case that received nationwide attention, *Grossman v. Rockaway Township*, Docket No. MRS-L-1173-18 (later the subject of a documentary film, *Mallory*). Justin has been an advisor to a startup that designed software to help banks and financial advisors comply with FATCA reporting requirements, and has worked as an anti-money laundering consultant to an international financial institution based in Europe. He is presently counsel to a putative class of consumers defrauded by illicit casinos operating as “sweepstakes casinos” in *Julian Bargo, et al. v. Apple Inc., et al.*, Case No. 2:25-cv-02025, and to a class of merchant customers suing to recover unauthorized credit card fees from a payment processor in *Dr. Marc J. Gannon v. United Bank Card, Inc.*, 3:23-cv-04313, and counsel to a biopharmaceutical startup seeking to recover for legal malpractice against their former patent counsel, *Moerae Matrix, Inc. v. McCarter & English*, Docket No. MRS-L-371-22.

# **Exhibit I**

**Derek S. Fanciullo, Esq.:**

A founding partner of Matsikoudis & Fanciullo, LLC, Mr. Fanciullo has helped his clients compel multiple large corporations to clean up lands that had contaminated and abandoned; force employers who engaged in retaliation against whistleblowers, enabled sexual assault and harassment, and facilitated discrimination at their facilities to pay millions of dollars for their wrongs; and secure damages awards for severe personal injuries they have suffered as a consequence of corporate indifference.

Mr. Fanciullo has also crafted complex agreements for commercial clients: For example, he authored an intricate Purchase & Sale Agreement for an industrial developer attempting to acquire real property in a Superfund site; drafted a complex Asset Purchase Agreement and piloted a client's acquisition of a well-known Monmouth County dental practice, then spearheaded the separation of the partners of said practice; negotiated and quarterbacked the sale of a client's energy consulting company; and developed and implemented an alternative executive compensation program for a business seeking to reacquire common stock from its directors.

Mr. Fanciullo began his legal career as an Assistant Corporation Counsel for the City of Jersey City. Among his accomplishments as a government attorney, Mr. Fanciullo formulated and executed novel legal strategies in spearheading Jersey City's fight against a dangerous natural gas pipeline, and compelled the federal the Pipeline Hazardous Materials and Safety Administration (PHMSA) to open its regulatory scheme to amendments to make pipelines safer. Mr. Fanciullo also helped oversee the City's interests in the implementation of court orders through which the City had compelled large corporate polluters to clean up hundreds of acres of land they had contaminated with hexavalent chromium. In a separate vein, Mr. Fanciullo compelled multiple developers to live up to their redevelopment agreements with the City.

For more than a dozen years prior to becoming an attorney, Mr. Fanciullo earned multiple Emmy® Award nominations as a television news reporter. Among his achievements as a broadcast journalist, Mr. Fanciullo raised awareness of the severe health risks jockeys must take to make weight before horse races, triggered changes in Kentucky state election law with an investigative series on voter fraud, and held a powerful insurance company attempting to evade payment accountable to the poor single father of a 10-year-old comatose boy. He and his work have appeared on CNN, Fox News Channel and the NBC family of networks. Beyond his Emmy® recognition, Mr. Fanciullo garnered roughly two dozen Associated Press and Society of Professional Journalists Awards for excellence in his craft.

As detailed in his attached resume, a summary of Mr. Fanciullo's education, attorney admissions and accomplishments are as follows:

a. Education:

J.D. – New York University School of Law - 2011

B.S. Journalism – Northwestern University - 1997

b. Jurisdictions Admitted:

New Jersey – 2011

Illinois – 2016

New York - 2018

c. Years Engaged in RFQ-Related Practice: 11 years

d. General Legal Experience: Mr. Fanciullo has been a civil litigator for the entirety of his career. Mr. Fanciullo has formally tried two matters; however, upon the closure of New Jersey's courts due to the COVID-19 pandemic, Mr. Fanciullo effectively fully tried another matter in front of an arbitration panel, and secured a judgment of \$385,000 for his

client (for personal injuries including, *inter alia*, a broken arm and elbow).

- e. Professional Distinctions: None relevant
- f. Area(s) of Specialization: Environmental Litigation; Employment litigation (harassment, discrimination and whistleblower matters); General Civil Litigation; Appellate Practice; Small to Mid-Size Business Transactions
- g. Office Location:

Matsikoudis & Fanciullo, LLC  
128 Monticello Avenue, STR 1  
Jersey City, New Jersey 07304

# **Exhibit J**

**Aspen-Jade C. Tucker, Esq.:**

Mr. Tucker joined the Firm as its Associate upon graduation from Seton Hall Law School. During his tenure with the Firm, Mr. Tucker has been intimately involved in various aspects of the Firm's litigation practice, including, but not limited to, assisting in the prosecution of a variety of matters involving harassment, discrimination and retaliation of and against employees, and aiding in the implementation of agreements that hold polluters accountable for the contamination they have created. To date, Mr. Tucker has second chaired two jury trials to verdict, drafted Motions in Limine and oppositions to such, as well as prepared both witnesses and exhibits for trial.

a. Education:

J.D. – Seton Hall University School of Law - 2022

B.S. Political Science – Ramapo College of New Jersey – 2018

b. Jurisdictions Admitted:

New Jersey – 2022

New York - 2024

a. Years Engaged in RFQ-Related Practice: 2 years

b. General Legal Experience: Mr. Tucker has been a civil litigator for the entirety of his career. He has assisted the Firm in all areas of general civil litigation including, but not limited to, trial preparation and prosecution, research and writing, motion practice, depositions, as well as the drafting of complaints and answers.

c. Professional Distinctions: None relevant

d. Area(s) of Specialization: General Civil Litigation

e. Office Location:

128 Monticello Avenue, STR 1  
Jersey City, New Jersey 07304