

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) starting 30 calendar days after entry of this Order, and then on a second occasion 45 days after entry of this Order.

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

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

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

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

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:

A handwritten signature in black ink, appearing to read "Joseph A. Turula", written over the printed name below it.

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