

DETAILED NOTICE

If your vehicle was sold to Southern Scrap/Southern Recycling without your authorization, you could get benefits from a class action settlement

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit involving allegations that Southern Scrap/Southern Recycling purchased vehicles (including motor vehicles, trailers, auto hulks, and any portions thereof) without authorization from the vehicle owners. Full information about the settlement, including the complete Class Settlement Agreement which governs all terms of the settlement, is available at www.southernscrapclass.com.
- The settlement is valued at \$178,500 for compensation for class members' (that is, vehicle owners') alleged losses. Class members whose vehicles were sold to Southern Scrap/Southern Recycling without authorization may be entitled to compensation.
- Your legal rights are affected whether you act or don't act, so please read this notice carefully and the Class Settlement Agreement at www.southernscrapclass.com which controls the terms of the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Participate in the settlement	<p>1. <u>If you received this notice by mail without asking for a copy of the notice</u>, you do not need to do anything else to participate in the settlement because you are automatically included and will receive a settlement payment.</p> <p>2. <u>If you did not receive this notice by mail without asking for a copy of the notice</u>, then you need to complete a claim form, available at www.southernscrapclass.com, to determine whether you are eligible to participate in the settlement (as discussed more below). You must mail the claim form pursuant to the instructions in the claim form, with a postmark date of no later than May 18, 2026.</p>
Object	<p>If you are in the Class (as defined below) and you do not like the settlement, you may write to the Court about why you don't like the settlement, but you are not required to do so (as discussed more below).</p>

QUESTIONS? CALL 1-800-432-4427 TOLL FREE, OR VISIT

www.southernscrapclass.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Go to a Hearing	If you are in the Class (as defined below), you may ask to speak in Court about the settlement, but you are not required to do so.
Do Nothing	<p>If you are in the Class (as defined below) and are not required to submit a claim form in order to receive a settlement payment (because you received this notice by mail without asking for a copy of the notice), then you will automatically receive a payment under the settlement if you do nothing.</p> <p>If you are in the Class (as defined below) and you are required to submit a claim form in order to receive a settlement payment (because you did not receive this notice by mail without asking for a copy of the notice), then you will not receive any payment under the settlement if you do nothing, but you will still be bound by all of the terms of the settlement.</p>
Exclude Yourself	If you are in the Class (as defined below) and you do not wish to participate in and/or be bound by the settlement, then you can choose to exclude yourself from the settlement (as discussed more below).

- These rights and options — and the deadlines to exercise them — are explained in this notice and the Class Settlement Agreement at www.southernscrapclass.com.
- The Court in charge of this case still has to decide whether to approve the proposed settlement. Payments will be made if the Court approves the proposed settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL 1-800-432-4427 TOLL FREE, OR VISIT

www.southernscrapclass.com

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www.southernscrapclass.com

BASIC INFORMATION

1. Why has this notice been issued?

The Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the proposed settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the proposed settlement allows. You will be informed of the progress of the proposed settlement.

This 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 Civil District Court for the Parish of Orleans. The case is entitled *Rader et al v. Southern Recycling, LLC/Southern Scrap Material Co., LLC*, No. 2022-11236, Div. "B." The person who sued is called Plaintiff and the companies he sued, Southern Scrap Material Co., LLC ("Southern Scrap") and Southern Recycling, LLC ("Southern Recycling"), are called the Defendants.

2. What is this lawsuit about?

The lawsuit claimed that the Plaintiff and other people like him sustained damage when Southern Scrap/Southern Recycling purchased their vehicles without proper authorization (for example, a vehicle might have been stolen and then was sold to Southern Scrap/Southern Recycling without authorization from the actual owner and without knowledge by Southern Scrap/Southern Recycling that the vehicle was stolen).

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Allen Rader) sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Civil District Court for the Parish of Orleans is in charge of this class action (specifically, Judge Marissa Hutabarat).

4. Why is there a proposed settlement?

The Court did not decide in favor of Plaintiff or Defendants. The Plaintiff thinks he would have won if there had have been a trial. The Defendants think the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to a proposed settlement. That way, they avoid the cost of a trial, avoid the risk of losing at trial, and the people affected will get compensation. The proposed settlement does not mean that Southern Scrap/Southern Recycling violated any laws or did anything wrong. The Class Representative and Class Counsel think the settlement is best for all Class Members, given the particular circumstances of the case.

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WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the settlement and a member of the “Class”?

You are part of the settlement if you fall within the definition of the “Class” contained in the Class Settlement Agreement, which defines “Class” as: “All Vehicle Owners whose Vehicles were sold to Defendants (or entities affiliated with Defendants) in Louisiana by individuals who were not authorized by the Vehicle Owners to sell the Vehicles during the time period of January 1, 2020 through January 31, 2026.” The term “Vehicle” is defined in the Class Settlement Agreement in its broadest sense (by way of example only, it includes “vehicles, motor vehicles, trailers, and auto hulks of any type and in any condition, including any portions thereof”). “Vehicle Owner” is defined in the Class Settlement Agreement to mean “the actual titled owner of a Vehicle, as well as any and all individuals and entities who could, in any way, claim the right to assert any interest in or affecting a vehicle ownership interest.”

6. I’m still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-432-4427 or visit www.southernscrapclass.com for more information. Or you can fill out and return the claim form described in question 9 to see if you qualify.

Please do not call the Court. Please call 1-800-432-4427.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

Southern Scrap/Southern Recycling has agreed to create a \$178,500 fund to be used for payments to the Class Representative and payments to all Class Members (1) who automatically qualify and (2) those who send in a valid claim form postmarked no later than May 18, 2026. Class Counsel’s attorneys’ fees and costs will also be paid out of the settlement amount.

8. How much will my payment be?

Your share of the fund will depend on the number of Class Members participating and your specific damages. The Court will appoint someone to review all claims and make a recommendation on how much money, if any, each Class Member should receive.

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www.southernscrapclass.com

HOW to GET A PAYMENT—AUTOMATIC PAYMENT OR CLAIM FORM

9. How can I get a payment?

As noted above on page 1, if you received this notice by mail without asking for a copy of the notice, you automatically are entitled to a payment under the settlement and you do not need to do anything further to get a settlement payment.

On the other hand, if you did not receive this notice by mail without asking for a copy of the notice, you will need to mail in a claim form in order to determine whether you are eligible for payment. You may get a claim form on the internet at www.southernscrapclass.com. Read the instructions on the claim form carefully, fill out the form, include any documents the form asks for, sign it, and mail it to the address on the claim form (postmarked no later than May 18, 2026).

10. When would I get my payment?

The Court will hold a hearing on August 20, 2026 at 9:00 a.m. to decide whether to approve the proposed settlement. If Judge Hutabarat approves the proposed settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

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

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Southern Scrap/Southern Recycling about the claims covered by the proposed settlement. It also means that all of the Court's orders will apply to you and legally bind you. If you stay in the Class, you will fully release Southern Scrap/Southern Recycling and all affiliated entities and individuals from any claim you have against them covered by the settlement and the release provisions in the settlement. The Class Settlement Agreement at www.southernscrapclass.com contains full details on the claims that are released, and the terms of the Class Settlement Agreement control this issue.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this proposed settlement, but you want to keep the right to sue or continue to sue Southern Scrap/Southern Recycling on your own about the claims covered by the settlement, then you must take steps to get out of the settlement. This is called excluding yourself- or is sometimes referred to as "opting out" of the settlement.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded. Be sure to include your full name, address, telephone number, date of birth and your signature. You must mail your exclusion request postmarked no later than May 18, 2026 to:

QUESTIONS? CALL 1-800-432-4427 TOLL FREE, OR VISIT

www.southernscrapclass.com

Southern Scrap Class Counsel
Larry Centola
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130

Southern Scrap Claims Administrator
PRESERVE Settlements, LLC
7600 Burnet Road, Suite 320
Austin, TX 78757

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this proposed settlement.

13. If I don't exclude myself, can I sue Southern Scrap for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Southern Scrap/Southern Recycling for the claims that this settlement resolves. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from this settlement to continue your own lawsuit.

14. If I exclude myself, can I get money from this settlement?

No.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed the following lawyers as Class Counsel to represent you and other Class Members:

Lawrence J. Centola, III
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130

These lawyers are called Class Counsel. Class Counsel will also ask for reimbursement of their costs and fees. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to 40% of the proposed \$178,500 settlement fund to them for attorneys' fees, plus expenses. The attorneys' fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the proposed settlement.

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Class Counsel will also ask the court for payment of \$15,000 to Allen Rader for his services as Class Representative. These amounts will reduce the \$178,500 available for Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

17. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the proposed settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must mail a written objection to the Clerk of Court and mail a copy to Defendants and Class Counsel at the addresses as set forth below postmarked no later than May 18, 2026:

Clerk of Court (Case No. 2022-11236)
Civil District Court – Parish of Orleans
421 Loyola Avenue
New Orleans, Louisiana 70112

Lauren C. Mastio
Jones Walker LLP
201 St. Charles Avenue
New Orleans, LA 70170

Lawrence J. Centola, III
Martzell Bickford & Centola
338 Lafayette Street
New Orleans, Louisiana 70130

Objectors must state in writing all objections, including the specific reasons why the Class Member objects to the proposed settlement and the reasons therefore, and a statement whether the objector intends to appear at the Fairness Hearing either with or without separate counsel. Class Members making objections must set forth their full name, current address, and telephone number.

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the proposed settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any payment from the proposed settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you don't have to.

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www.southernscrapclass.com

19. When and where will the Court decide whether to approve the settlement?

The Court (Judge Hutabarat) will hold a Fairness Hearing at 9:00 a.m on August 20, 2026 at the courthouse located at 421 Loyola Ave, New Orleans, Louisiana, 70112. 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 Hutabarat will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the proposed settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you sent your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing, but you do not have to appear at the hearing. You cannot speak at the hearing if you excluded yourself.

GET MORE INFORMATION

22. How do I get more information?

You can call 1-800-432-4427 toll free; write to Southern Scrap Claims, 338 Lafayette Street, New Orleans, LA 70130; or visit the website at www.southernscrapclass.com, where you will find the Class Settlement Agreement, answers to common questions about the proposed settlement, a claim form, plus other information to help you determine whether you are in the Class and whether you are eligible for a payment. The Class Settlement Agreement at www.southernscrapclass.com controls all terms of the settlement.

PRESCRIPTION BEGINS TO RUN AGAIN

23. What happens to the prescriptive period for my claim against Southern Scrap/Southern Recycling if I was a vehicle owner covered by Plaintiff's original class definition, but not the new definition in the settlement?

Plaintiff's original class definition in the case was "all Louisiana residents whose vehicles were sold to Southern Scrap Material Co., LLC/Southern Recycling, LLC without a valid certificate of title or a valid affidavit." The definition of the Class in this settlement is slightly different ("All Vehicle Owners whose

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Vehicles were sold to Defendants (or entities affiliated with Defendants) in Louisiana by individuals who were not authorized by the Vehicle Owners to sell the Vehicles during the time period of January 1, 2020 through January 31, 2026”). Under La. C.C.P. art. 596, Plaintiff’s filing of the class action allegations in the case on or about September 27, 2022 suspended the running of prescription on the claims covered by the original class definition. However, now that Plaintiff is redefining the Class in a slightly different fashion in this settlement, prescription will begin to run again on the claims of any individuals who might be covered by the original class definition but not the definition of Class in the settlement. Prescription will begin to run again on those claims thirty (30) days following publication of the notice about the Class settlement.

24. What happens to the prescriptive period for my claim against Southern Scrap/Southern Recycling if I am in the “Class” but I decide to exclude myself from the settlement?

If a Class Member decides to exclude himself/herself from the settlement, then the same analysis as in question 23 will apply to the prescriptive period for that Class Member’s claim. Prescription will begin to run again on those claims thirty (30) days following publication of the notice about the Class settlement.

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