

CIVIL DISTRICT COURT FOR PARISH OF ORLEANS

STATE OF LOUISIANA

NO: 2022-11236

DIVISION "B"

SECTION 5

ALLEN RADER, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

VERSUS

SOUTHERN RECYCLING, LLC/SOUTHERN SCRAP MATERIAL CO., L.L.C.
AND TOBY LEONARD LAMPTON

FILED:

DEPUTY CLERK

**MEMORANDUM IN SUPPORT OF JOINT MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT AND OTHER RELATED ORDERS**

Following nearly three years of litigation and after extensive settlement negotiations, the Parties have reached an amicable resolution of this matter. Accordingly, pursuant to Louisiana Code of Civil Procedure Article 591(B)(4), the Parties respectfully move for the Court's preliminary approval of the proposed class action Settlement ("Settlement") and other related orders.

I. BACKGROUND

This class action lawsuit arises out of Plaintiff's allegations that Southern Recycling, LLC and Southern Scrap Material Co., LLC (collectively "Defendants") did not follow Louisiana law regarding the handling of auto hulks.

Named Plaintiff filed this putative class action. After discovery on class certification issues, including depositions of class representatives and depositions of the defendants, counsel for all Plaintiffs and Defendants reached an agreement in principle to resolve all pending litigation regarding the allegations.

The Parties agreed that any attorney's fees and costs reimbursements would be set by the Court and paid from the settlement fund provided the settlement is finalized after the notice and claims submission periods conclude. In that event, the Parties agreed that Class Counsel will submit applications to the Court for attorneys' fees in an amount not to exceed forty percent (40%) of the total settlement fund and for their actual incurred costs and litigation expenses, which applications Defendants will not oppose.

Accordingly, Plaintiff and Defendants now move the Court to take the initial steps in the settlement approval process: (1) preliminarily approve the proposed Settlement ("Settlement") between the Class and Defendants pursuant to Louisiana Code of Civil Procedure Article 591(B)(4); (2) appoint Allen Rader as Class Representative for this class; (3) appoint Lawrence J. Centola, III as Class Counsel; (4) appoint Clayton Starnes as Claims Administrator; (5) approve the proposed Notice Plan; (6) set various deadlines relating to objections, opt outs and the claims process; (7) schedule a final fairness hearing; and (8) approve the Notice plan as providing the information required under La. C.C.P. art. 596.

Given the extensive discovery into the facts underlying this case, and the motion practice leading up to class certification hearing, Plaintiffs have been able to fully analyze their claims, their relative risks, and their potential value. Based on this, Plaintiff's counsel believes the proposed Settlement is fair and reasonable and in the best interests of the Class.

II. THE PROPOSED SETTLEMENT

The Settlement's details have been agreed to in a formal Class Settlement Agreement attached as Exhibit 1. For purposes of preliminary approval, the following summarizes the Class Settlement Agreement's terms.

A. The Class

The proposed Settlement Class, pursuant to Louisiana Code of Civil Procedure Article 591(B)(4), consists of:

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.

B. Settlement Terms

The Parties have agreed to settle all claims of the Settlement Class for One Hundred Seventy-Eight Thousand and Five Hundred Dollars (\$178,500) subject to certain terms and conditions, all as set forth in the Class Settlement Agreement. The Parties' agreement includes the following primary terms and conditions:

1. Ten (10) business days after the Effective Date, the entire Settlement Amount shall be deposited into the Class Settlement Fund Account. All funds held in the Class Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be distributed to

Class Members or otherwise disbursed pursuant to the Class Settlement Agreement and/or further order of the Court.

2. The Class, not Defendants, will be responsible for the costs as well as expenses associated with the settlement, administration, settlement approval, CADA, and the Claims Administrator.
3. Defendants will not admit any liability in connection with the Settlement, and Defendants and all Released Persons will be released from any and all Released Claims, as set forth in detail in the Class Settlement Agreement.

C. Class Representatives' Incentive Awards

The Class Settlement Agreement provides an incentive award for the person that served as a Class representative in this case, which will be set by the Court at the conclusion of the notice and claims submission periods. These incentive awards will recognize the Class representative's service to and significant efforts on behalf of the Class. These incentive awards will be in addition to the relief the Class representative will be entitled to under the terms of the Settlement, and they will be paid from the Settlement Fund.

Throughout the litigation, the Class representative accepted burdens that were not imposed on the rest of the Class. Unlike unnamed Class Members, who will enjoy the benefits of the representatives' efforts without taking any personal action, the named Class representatives exposed themselves to the Defendants' investigation, answered written discovery, gave depositions, made themselves available as witnesses if necessary at the class certification hearing, and subjected themselves to all the obligations of named Parties over the last 3 years. Incentive awards for the named Class representative is therefore appropriate.

Incentive awards, which serve as premiums in addition to any claims-based recovery from the settlement, promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits.¹ Such awards are common and range from several hundred dollars to many thousands of dollars.²

Class Counsel propose that the Class Representative Incentive Awards be \$15,000.

¹ See, e.g., *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001) (courts routinely approve incentive awards to compensate named plaintiffs for services they provide), *Manual for Complex Litigation* (Fourth) § 21.62 n. 971 (2004) (incentive awards may be "merited for time spent meeting with class members, monitoring cases, or responding to discovery").

² See, Sherrie R. Savett, *Consumer Class Actions: Class Certification Issues, Including Ethical Considerations and Counsel Fees and Incentive Payments to Named Plaintiffs*, Prac. Law. Inst. pp. 340-345 (1996) (compiling list of 52 cases with incentive awards to class representatives).

D. Attorneys' Fees and Costs

The Settlement Agreement provides that Class Counsel's attorneys' fees and costs will be set by the Court if the Settlement is finalized after the Notice and Claims submission periods conclude. In that event, the Parties agreed that Class Counsel will submit an application to the Court for attorneys' fees in an amount not to exceed 40% of the total settlement and an application for their actually incurred costs and litigation expenses also to be paid out of the settlement fund. Defendants have agreed not to oppose such applications. The fee award will be allocated between the law firms that jointly prosecuted these cases, and the expenses will be reimbursed to those law firms that actually incurred them. The enforceability of the Class Settlement Agreement is not contingent on the amount of attorneys' fees or costs awarded.

E. Settlement Administration

As set forth in the Settlement Agreement, all costs of notice and claims administration will be paid out of the Gross Settlement Fund. Clayton Starnes with Preserve Settlements will act as the Claims Administrator, and they will establish compensation rates for the Class Members, which compensation rates Defendants will not oppose or participate in formulating. Class Members/claimants may appeal an adverse determination by the Claims Administrator.

F. Notice

In order to provide Notice to the Class, the Detailed Notice will be mailed to the Class Members whose names and addresses have been identified by Class Counsel and/or Defense Counsel (along with a brief cover letter to explain that the Class Member will automatically receive a settlement payment without the need to complete a Claim Form). In addition, Publication Notice will also be provided to all Class Members. In particular, the Publication Notice will be published twice in the official publications for Orleans Parish and Jefferson Parish, and once in the official publications for Plaquemines Parish, St. Bernard Parish, St. Tammany Parish, St. Charles Parish, and St. John the Baptist Parish. Copies of the Detailed Notice and the Publication Notice are attached as exhibits to the Class Settlement Agreement (Exhibit 1).

III. PRELIMINARY APPROVAL OF THE SETTLEMENT

A. Legal Standard

The dismissal and settlement of a class action is governed by La. Code Civ. Proc. Ann. art. 594, which states:

A. (1) An action previously certified as a class action shall not be dismissed or compromised without the approval of the court exercising jurisdiction over the action.

(2) Notice of the proposed dismissal of an action previously certified as a class action shall be provided to all members of the class, together with the terms of any proposed compromise that the named Parties have entered into. Notice shall be given in such manner as the court directs.

B. After notice of the proposed compromise has been provided to the members of the class, the court shall order a hearing to determine whether the proposed compromise is fair, reasonable, and adequate for the class. At such hearing, all Parties to the action, including members of the class, shall be permitted an opportunity to be heard.

C. The court shall retain the authority to review and approve any amount paid as attorney fees pursuant to the compromise of a class action, notwithstanding any agreement to the contrary.

D. Any agreement entered by the Parties to a class action that provides for the payment of attorney fees is subject to judicial approval.

E. If the terms of the proposed compromise provide for the adjudged creation of a settlement fund to be disbursed to and among members of the class in accordance with the terms thereof, the court having jurisdiction over the class action is empowered to approve the compromise settlement of the class action as a whole and issue a final judgment accordingly, following a finding that the compromise is fair, reasonable, and adequate for the class, and to order the distribution of the settlement fund accordingly, without the necessity of prior qualification of representatives of minors, interdicts, successions, or other incompetents or absentees, or prior approval of the terms of the settlement or the distribution thereof by another court; provided, that in such cases the court having jurisdiction over the class action shall include in the orders of settlement and distribution of the settlement fund appropriate provisions to ensure that all funds adjudicated to or for the benefit of such incompetents, successions, or absentees are placed in appropriate safekeeping pending the completion of appointment, qualification, and administrative procedures otherwise applicable in this Code to the interests and property of incompetents, successions, and absentees.

The *Manual for Complex Litigation* ("MCL") describes the dismissal of a class action, as embodied in La. Code Civ. Proc. Ann. art. 594, as a three-step process:

- (1) Preliminary approval of the proposed settlement at an informal hearing;
- (2) Dissemination of mailed and/or published notice of the settlement to all affected class members; and
- (3) A "formal fairness hearing," or final settlement approval hearing, at which class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented.³

This procedure, used universally by federal and state courts, safeguards class members' due process rights and enables the court to fulfill its role as the guardian of class interests.⁴

³ MCL at § 21.63.

⁴ 4 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* § 11.24 (4th ed. 2002) ("*Newberg on Class Actions*").

B. The Class Action Settlement Approval Process

As a matter of “express public policy,” courts strongly favor, and encourage settlements, particularly in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain.⁵ The traditional means for handling claims like those at issue here – individual litigation – would unduly tax the court system, require a massive expenditure of public and private resources, and given the relatively small value of some of the claims of the individual Class Members, would be impracticable. The proposed Settlement therefore is the best vehicle for Class Members to receive the relief to which they are entitled in a prompt and efficient manner.

The Court’s preliminary approval will allow all prospective Class Members to receive notice of the proposed Settlement’s terms and the date and time of the final Settlement approval hearing, at which Class Members may be heard regarding the Settlement, and at which time the Court will hear further evidence and argument concerning the fairness, adequacy, and reasonableness of the Settlement.⁶

C. The Settlement Meets the Criteria for Preliminary Approval

The purpose of preliminary evaluation of proposed class action settlements is to determine whether the settlement is within the “range of reasonableness,” and thus whether notice to the class of the settlement’s terms and the scheduling of a formal fairness hearing is worthwhile.⁷ The decision to approve or reject a proposed settlement is committed to the Court’s sound discretion.⁸ Neither formal notice nor a hearing is required at the preliminary approval stage; the Court may grant such relief upon an informal application by the settling Parties, or even on the basis of information already known, at the Court’s discretion.⁹ While consideration of the requirements for *final* approval is unnecessary at this stage, the Settlement not only meets the criteria for preliminary approval, it meets the heightened standard for final approval because

⁵ See *Newberg on Class Actions* at § 11.41 (“The compromise of complex litigation is encouraged by the courts and favored by public policy.”)

⁶ See, *MCL* at §§ 13.14, 21.634.

⁷ *Newberg on Class Actions* at § 11.25.

⁸ *Moore v. Nat’l Ass’n of Sec. Dealers, Inc.*, 762 F.2d 1093, 1106 (D.C. Cir. 1985) (“Rule 23 places the determination [to approve or reject a proposed settlement] within the sound discretion of the trial judge who can be sensitive to the dynamics of the situation”); *City of Seattle*, 955 F.2d at 1276 (in context of class action settlement, appellate court cannot “substitute [its] notions of fairness for those of the [trial] judge and the Parties to the agreement,” and will reverse only upon strong showing of abuse of discretion).

⁹ *MCL* at § 21.632.

it is “fundamentally fair, adequate, and reasonable.”¹⁰ This proves the Settlement is “within the range of reasonableness” and should be preliminarily approved.

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1. This Settlement is the Product of Serious, Informed, and Arm’s Length Negotiations

Arm’s length negotiations conducted by competent counsel constitute prima facie evidence of fair settlements.¹¹ This settlement was conducted at arm’s length, and the negotiations were hard-fought and adversarial and conducted between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular. In negotiating this Settlement, Plaintiffs’ counsel had the benefit of years of experience combined with their familiarity with the facts of this case.

Settlement negotiations in this case began in mid-2025. After reaching agreement in principle, the Parties are memorializing the terms of settlement in a formal Class Settlement Agreement which will be presented to the Court prior to the preliminary approval hearing. Plaintiffs’ Counsel submits that the resulting Settlement is fair and that it provides reasonable relief to the members of the Class.

2. The Settlement Provides Substantial Relief for Class Members

The Settlement provides relief for qualified claimants in the form of a monetary award determined by the Claims Administrator. Any qualified settlement class member can submit a Claim and after approval will receive a specific amount of compensation to be determined by the Claims Administrator from the settlement fund. In addition, the Settlement provides the right for any class member to elect to “Opt-Out” of the proposed Settlement and proceed individually against Defendants.

3. The Settlement Treats All Class Members Fairly

The proposed Settlement provides the same remedy of certainty as to the damages incurred as a result of the Release. While the compensation to the Settlement Class Members might vary, any differences will be based upon objective factors that will be established by the Claims Administrator.

¹⁰ *City of Seattle*, 955 F.2d at 1276.

¹¹ *Berenson v. Faneuil Hall Marketplace*, 671 F. Supp. 819, 822 (D. Mass. 1987) citing *Manual for Complex Litigation* (Second) § 30.41 (1985). (“where . . . a proposed class settlement has been reached after meaningful discovery, after arm’s-length negotiation by capable counsel, it is presumptively fair”).

4. **The Requested Attorneys' Fees Are Fair and Reasonable**

Pursuant to the Settlement, Class Counsel will petition the Court for an award of attorney's fees not to exceed 40% of the Settlement Fund. Class Counsel will also petition the Court for reimbursement from the Settlement Fund of their actually incurred costs and expenses of the litigation. Provided the settlement is effected, Defendants have agreed not to oppose Class Counsel's fee and/or expense applications.

5. **The Court Should Provisionally Certify the Settlement Class**

The proposed Settlement as submitted by Plaintiffs' Counsel and Defendants creates a presumptive settlement class. Thus, if the Court finds the proposed Settlement within the range of reasonableness, provisional approval of the Settlement is appropriate and necessary to inform Class members, as required by La. Code Civ. Proc. Ann. art. 594(B)(2), of the existence and terms of the proposed Settlement, of their right to be heard on its fairness and to object to or support its approval, and of the date, time, and place of the formal fairness hearing.¹²

III. **THE COURT SHOULD ORDER NOTICE IN ACCORDANCE WITH PLAINTIFFS' PROPOSED NOTICE PLAN**

In order to provide the Class with the best notice practicable under the circumstances of the partial settlement, Plaintiffs propose that notice be made through a broad variety of means as follows:

1. Direct mail notice of the Settlement to those Class members whose names and addresses can be identified from database records and Class Counsel's records;
2. Published notice of the Settlement in the local official publications noted above;
3. Published notice of the settlement on the Class Settlement website.

La. Code Civ. Proc. Ann. art. 594(A)(2) requires the court to direct "[n]otice of the proposed dismissal of an action previously certified as a class action . . . to all members of the class, together with the terms of any proposed compromise that the named Parties have entered into."¹³ In order to protect the rights of absent class members, the Court must provide the best notice practicable to class members.¹⁴ Notice must "be given to class members who can be

¹² See also, *MCL* at § 21.633.

¹³ See also, *MCL* at § 21.312.

¹⁴ See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12, 70 S. Ct. 652, (1985); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-175, 94 S. Ct. 2140 (1974); *Mullane v. Cen. Hanover Bank & Trust Co.*, 339 U.S. 306, 314, 70 S. Ct. 652 (1950).

identified through reasonable efforts. Those who cannot be readily identified must be given the
“best notice practicable under the circumstances.”¹⁵

Many of the same considerations govern both certification and settlement notices.¹⁶
Plaintiffs propose a comprehensive Notice plan that complies with the tenets of La. Code Civ.
Proc. Ann. art. 594.

First, Class Counsel propose that a direct mail notice (the Detailed Notice attached to the
Class Settlement Agreement (Exhibit 1)) will be sent to Class Members whose names and
addresses have been identified by Class Counsel. Reasonable efforts will also be made to
forward any notice that is returned after the initial mailing. The direct mail notice is crafted to
fully inform the Class about the claims. As stated in the *MCL*, a settlement notice should:

- Define the class;
- Describe clearly the options open to the class members and the deadlines for taking action;
- Describe the essential terms of the proposed settlement;
- Disclose any special benefits provided to the class representatives;
- Provide information regarding attorneys’ fees;
- Indicate the time and place of the hearing to consider approval of the settlement, and the method for objecting to the settlement;
- Explain the procedures for allocating and distributing settlement funds, and, if the settlement provides different kinds of relief for different categories of class members, clearly set out those variations;
- Provide information that will enable class members to calculate or at least estimate their individual recoveries; and
- Prominently display the address and phone number of class counsel and the procedure for making inquiries.¹⁷

Plaintiff’s proposed Notice includes clear headings and call-outs addressing each of these requirements.

Second, the Notice plan should use the best practicable efforts to notify any Class Member who is not identified in the records, namely publication in the local official publications as noted above which are targeted to reach the most number of Class Members as is practical under the circumstances. The Publication Notice is attached as an exhibit to the Class Settlement Agreement (Exhibit 1).

¹⁵ See also, *MCL* at § 21.311.

¹⁶ La. Code Civ. Proc. Ann. art. 592(B) describes the requirements of notice of class certification.

¹⁷ *MCL* at § 21.312, see also, La. Code Civ. Pro. Art 592(B)(2)(a)-(h).

V. THE COURT SHOULD ESTABLISH THE FOLLOWING DATES/DEADLINES FOR NOTICE, FILING OBJECTIONS AND OPT-OUTS, AND THE FINAL FAIRNESS HEARING

The last step in the Settlement approval process is a final fairness hearing at which the Court may hear all evidence and argument necessary to make its settlement evaluation. Proponents of the Settlement may explain the terms and conditions of the Settlement, and offer argument in support of final approval.¹⁸ In addition, Settlement Class members, or their counsel, may be heard in opposition to the Settlement Agreement, if any choose to oppose it.¹⁹ After this hearing, the Court will determine whether the Settlement should be finally approved, and whether to enter a final Order and Judgment.²⁰

The Parties respectfully suggest that the Court set appropriate dates for the purposes of this Class Action Settlement, including the following:

- Deadline for providing the Detailed Notice and the Publication Notice – 30 days after the Court’s Preliminary Approval Order
- Deadline for a postmark on any Claim Form, opt outs, and Objections – 75 days after the Approval Order
- Date for the Final Fairness Hearing – approximately 150 days after the Court’s Preliminary Approval Order

VI. NOTICE UNDER LA. C. CIV. P. ART. 596

The Parties also seek an order that the Detailed Notice and the Publication Notice meet the requirements of La. C. Civ. P. art. 596. That article provides that “[l]iberative prescription on the claims . . . described in the petition on behalf of a class is suspended on the filing of the petition as to all members of the class as defined or described therein.” La. C. Civ. P. art 596 (A). However, that prescriptive period “begins to run again . . . thirty days after mailing or other delivery or publication of a notice to such person that the class has been restricted or otherwise redefined . . .” La. C. Civ. P. art. 596 (A)(2).

Plaintiff’s original Class Definition set out in the First Amended and Supplemental Class Action Petition contained the following Class Definition: “All Louisiana residents whose vehicles were sold to Southern Scrap Material Co., L.L.C./Southern Recycling, L.L.C. without a

¹⁸ La. Code Civ. Pro. Art 594 B.

¹⁹ La. Code Civ. Pro. Art 594 B.

²⁰ La. Code Civ. Pro. Art 594 B.

valid certificate of title or valid affidavit.” That Class Definition is slightly different from the Class Definition in the Class Settlement Agreement.

As a result, out of an abundance of caution, the Parties also seek an order from the Court that the Detailed Notice and the Publication Notice provide the information required by La. C.C.P. art. 596, such that the suspension of prescription as to the individuals covered by the original Class Definition begins to run again (that is, thirty (30) days after the provision of the Detailed Notice or the publication of the Publication Notice, whichever comes first).

VII. CONCLUSION

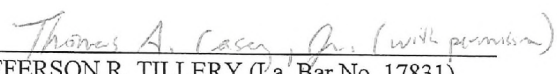
For all of the foregoing reasons, the Parties respectfully request that the Court: (1) preliminarily approve the proposed Settlement (“Settlement”) between the Class and Defendants pursuant to Louisiana Code of Civil Procedure Article 591(B)(4); (2) appoint Allen Rader as Class Representative for this class; (3) appoint Lawrence J. Centola, III as Class Counsel; (4) appoint Clayton Starnes as Claims Administrator; (5) approve the proposed Notice Plan; (6) set various deadlines relating to objections, opt outs and the claims process; (7) schedule a final fairness hearing; and (8) approve the Notice plan as providing the information required under La. C.C.P. art. 596.

Respectfully submitted this __ day of February 2026.



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CERTIFICATE OF SERVICE

I do hereby certify that I have on this 19th day of February, 2026 served a copy of the foregoing pleadings on counsel for all Parties by:

()	Hand Delivery	()	Prepaid U.S. Mail
()	Facsimile	(X)	Electronic Mail



LAWRENCE J. CENTOLA, III

CIVIL DISTRICT COURT FOR PARISH OF ORLEANS
STATE OF LOUISIANA

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NO: 2022-11236 DIVISION "B" SECTION 5

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VERSUS

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CLASS SETTLEMENT AGREEMENT



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This Class Settlement Agreement ("Settlement Agreement") is made and entered into pursuant to Louisiana Code of Civil Procedure Article 591(B)(4) and contains the terms of settlement of all claims by and among:

Allen Rader ("Named Plaintiff"), individually and on behalf of the Class (as defined herein), appearing herein through their counsel Lawrence J. Centola, III and Patrick Sens

and

Southern Recycling, LLC and Southern Scrap Material Co., LLC (collectively "Defendants"), appearing herein through their counsel Lauren Mastio

(sometimes referred to collectively as the "Parties").

The Parties, by and through their counsel, enter into the following Settlement Agreement, providing for settlement of all claims herein described, pursuant to the terms and conditions set forth below. It is a condition to the Settlement (as defined herein) that the Settlement and the Settlement Agreement be approved by the Civil District Court for the Parish of Orleans (the "Court").

RECITALS

WHEREAS:

A. Named Plaintiff filed a putative class action entitled *Allen Rader, individually and on behalf of all others similarly situated v. Southern Recycling, LLC et al.*, No. 2022-11236, Div. "B, Section 5," Civil District Court, Parish of Orleans (the "Action") against Defendants alleging, among other things, that Defendants had a policy to accept documentation that did not comply with LA R.S. 32:724 and that, as a result, Defendants inadvertently purchased vehicles that had been stolen or vehicles that were otherwise sold to Defendants without the proper authorization of the actual owners.

B. Defendants maintain that they followed the law in all respects.

C. The Parties to this Settlement Agreement conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Action, and have litigated the matter for more than three (3) years.

D. Ultimately, the Parties initiated formal settlement discussions and attempted to resolve their dispute amicably. The negotiations occurred over a lengthy period of time and included numerous, informal discussions.

E. Defendants deny any wrongdoing whatsoever, and this Settlement Agreement shall

in no event be construed or deemed to be evidence of an admission or concession on the part of Defendants with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have asserted or would assert.

F. The Parties to this Settlement Agreement recognize that the Action has been filed by the Named Plaintiff and defended by Defendants in good faith, that the Action is being voluntarily settled upon advice of counsel, and that the terms of the Settlement are fair, reasonable, and adequate. This Settlement Agreement shall not be construed or deemed to be a concession by Named Plaintiff or any Class Member of any infirmity in the claims asserted in the Action or any other action.

G. Named Plaintiff and his counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Named Plaintiff and the Class, and are in their best interests, and Named Plaintiff has agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Settlement Agreement, after considering (a) the substantial benefits that the Class Members will receive from settlement of the Action, (b) the uncertain outcome and attendant risks and costs of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by the terms of this Settlement Agreement.

TERMS OF SETTLEMENT

Without any admission or concession on the part of Named Plaintiff of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by Defendants, it is hereby stipulated and agreed, by and between the Parties to this Settlement Agreement, through their respective counsel, subject to approval of the Court, in consideration and for the cause of the benefits flowing to the Parties hereto from the Settlement herein set forth, that all Released Claims against the Released Persons shall be settled, released and dismissed with prejudice, and the Parties agree to the certification of a Class for purposes of settlement only, upon and subject to the following terms and conditions:

I.

DEFINITIONS

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

A. "Action" means the above-captioned lawsuit entitled *Allen Rader, individually and on behalf of all others similarly situated v. Southern Recycling, LLC et al.*, No. 2022-11236, Div. B, Section 5, Civil District Court, Parish of Orleans.

B. "Administrative Expenses" means the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing notice to the Class, locating Class Members, determining the eligibility of any person to be a Class Member, obtaining information regarding each Class Member, and administering, calculating, and distributing the Net Settlement Fund. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Settlement Agreement.

C. "Attorneys' Fees and Expenses" means the amounts approved by the Court for payment to Class Counsel, including attorneys' fees, costs, litigation expenses, fees and expenses of experts, as well as any interest earned on monies allocable to such attorneys' fees, costs, and expenses.

D. "Claim Deadline" means the final date by which a Claim Form must be received by the Claims Administrator in order for a Class Member who does not receive Direct Mail Notice to receive settlement consideration contemplated in this Agreement. The Claim Deadline will be set forth in the Publication Notice and the Claim Form and it will be approximately thirty (30) days after the Publication Notice occurs.

E. "Claim Form" means the claim form that will be made available to Class Members on the settlement website referenced in the Publication Notice, generally in the form of Exhibit C.

F. "Claims Administrator" means the qualified third party, selected by Class Counsel and approved by the Court in the Preliminary Approval Order, to administer the Settlement, including implementing the Notice. Class Counsel intends to recommend that the Court appoint Clayton Starnes with Preserve Settlements as Claims Administrator.

G. "Class" means, for the purposes of this Settlement only, "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."

H. "Class Counsel" and/or "Counsel for Plaintiffs" means Lawrence J. Centola, III and

Patrick Sens, and their firms.

I. "Class Members" means all persons who are members of the Class except those persons who timely and validly request exclusion from this Settlement (i.e. opted out).

J. "Class Period" means January 1, 2020 through January 31, 2026.

K. "Class Settlement Fund Account" shall be the same as the mean and refer to the bank account (including all subaccounts thereof) to be established and administered in accordance with the Settlement Agreement, established to receive the Settlement Amount and to disburse all sums authorized under this Settlement agreement.

L. "Class Settlement Fund Account Agent" shall be the same as the Claims Administrator.

M. "Court" means the Civil District Court, Orleans Parish, Louisiana.

N. "Court Appointed Disbursing Agent" or "CADA" shall be the same as the Claims Administrator.

O. "Defense Counsel" means Lauren Mastio and the law firm of Jones Walker LLP.

P. "Detailed Notice" means the Notice in the form of Exhibit A to be provided automatically by mail to the Class Members whose names and addresses have been identified by Class Counsel or Defense Counsel and which notice will be available on the Settlement website.

Q. "Effective Date" means the date ten business days after the date on which the Settlement and Final Judgment have become "Final" in that all of the following conditions have been satisfied: (1) the Final Judgment approving the settlement in its entirety has been entered, dismissing with prejudice the Action against Defendants; and (2)(a) if an appeal is not sought from the Final Judgment, the expiration of the time for the filing of any appeal; (2)(b) if an appeal is sought from the Final Judgment, the date on which approval of this Settlement Agreement and the Final Judgment has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

R. "Fairness Hearing" means the final hearing scheduled by the Court, after proper Notice, to determine whether to approve this Settlement Agreement.

S. "Final Judgment" means the judgment approving this Settlement that is materially the same as the document attached as Exhibit E, which is incorporated by reference, and which, among other things, will give full and final approval to the Settlement and dismiss the Action

with prejudice in full.

T. "Gross Settlement Fund" means (1) the Settlement Amount; and, (2) any interest on or other income or gains earned while such amount is held by the Class Settlement Fund Account Agent.

U. "Named Plaintiff" means Allen Rader.

V. "Net Settlement Fund" means the remaining funds which exist after all Administrative Expenses, Attorneys' Fees and Expenses, and any other costs related to the Settlement have been deducted from the Gross Settlement Fund.

W. "Notice" means the Court-approved Detailed Notice and the Publication Notice.

X. "Notice Plan" means the plan, described in Part IV below, for disseminating Notice to the Settlement Class.

Y. "Parties" means Plaintiffs and Defendants.

Z. "Plaintiffs" means the Named Plaintiff and all Class Members.

AA. "Plan of Allocation" means the plan or formula of allocation of the settlement fund prepared by the Claims Administrator or the CADA whereby the Net Settlement Fund shall be distributed to the Class Members. Defendants shall have no responsibility for, no involvement in, and no liability with respect to, the Plan of Allocation or any distributions or non-distributions made pursuant thereto.

BB. "Preliminary Approval Order" means the order of the Court granting preliminary approval of this Settlement Agreement, authorizing the Notice, and setting a date for the Fairness Hearing that is materially the same as the document attached as Exhibit D, which is incorporated by reference.

CC. "Publication Notice" means the Notice in the form of Exhibit B to be published in various official journals.

DD. "Released Claims" shall mean and refer to any and all claims of whatever nature related to the Action (including, without limitation, all judgments and/or liabilities of any nature arising therefrom) against any of the Released Persons that the Class and/or any member of the Class and/or any person and/or entity entitled to assert any such claim on behalf of any of them, and/or any person and/or entity who or which derives or obtains any right or claim from or through any of them may have, regardless of whether the claimed injuries and/or damages are not yet known or manifest or whether such claim is known or unknown, filed or unfiled, asserted or not

asserted in the Action, and regardless of the legal theory involved, including, but not limited to, claims within the Class Period:

- (1) for injury, loss or damage or any element of damages related to the subject of the Action, including, without limitation, claims for all known and unknown present and future injuries and/or damages;
- (2) for attorneys' fees, costs, or expenses incurred in connection with any action related to the subject of the Action;
- (3) for any type of punitive or exemplary damages, known or unknown, under any federal and/or state statute, rule, regulation, judicial decision or legal doctrine, previously existing, current or unknown, whether enumerated or not, related to the subject of the Action;
- (4) for statutory damages under any state or federal law related to the Action;
- (5) for injunctive and/or declaratory relief related to the Action;
- (6) for any other act or failure to act in violation of any law, statute, regulation, rule, or other provisions which are now pending or which could have been asserted by any Plaintiff and/or Class Member against any natural or juridical person which could be liable to any Plaintiff and/or Class Member for damages and/or injuries related to the Action;
- (7) for any and all claims, demands, actions, rights of action, liabilities, liens, and causes of action, regardless of the legal theory, whether known or unknown, which were asserted or could have been asserted by any Class Member in the Action.

EE. "Released Persons" means Defendants and any and all of their past, present, and future employees, officers, directors, shareholders, owners, partners, members, joint venturers, managers, assigns, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, employers, affiliates, partners, divisions, partnerships, joint ventures, independent contractors, servants, parents, subsidiaries, related or affiliated entities, predecessors, successors, including, but not limited to successors by merger, and/or assigns and any other person or entity, who has, had, or could have legal responsibility or liability relating to the Released Claims within the Class Period.

FF. "Settlement" means the settlement of the Action contemplated by this Settlement

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Agreement.

GG. "Settlement Agreement" means this Settlement Agreement and the exhibits attached and incorporated into the Settlement Agreement for reference.

HH. "Settlement Amount" means One Hundred Seventy-Eight Thousand and Five Hundred Dollars (\$178,500) that Defendants shall pay into the Class Settlement Fund Account pursuant to the terms of this Settlement Agreement, which shall constitute the full, total, final and only sum paid by Defendants in connection with this Settlement Agreement, with the exception of Defendants' own attorneys' fees, costs and expenses.

II. "Settling Parties" includes all Class Members and Defendants.

JJ. "Vehicle" shall include that term in its broadest sense, and shall include vehicles, motor vehicles, trailers, and auto hulks of any type and in any condition, including any portions thereof. Without limiting the foregoing, the term includes: automobiles, trucks, buses, motorcycles, or other self-propelled conveyances, whether or not they are operable or capable of self-propulsion, economically repairable, or suitable for registration or lawful road use; vehicles that have been wrecked, salvaged, or classified as "junk" or "total loss" under Louisiana motor-vehicle title law (e.g., La. R.S. 32:701 et seq.); vehicle hulks, frames, bodies, or major components (including engines, transmissions, catalytic converters, or assemblies) removed for material recovery, resale, or recycling; and any vehicle or vehicle component received by a dismantler, scrap processor, or metals recycler for processing, material recovery, or disposal, regardless of whether the vehicle retains a certificate of title or identification number.

KK. "Vehicle Owner" means 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.

II.

REQUIRED EVENTS

Promptly after the execution of this Settlement Agreement by all of the undersigned:

A. Class Counsel and Defendants shall notify the Court that a settlement has been reached.

B. Class Counsel and Defendants shall take all necessary steps to obtain approval of the Settlement Agreement and having done so, shall take all necessary steps consistent with this Settlement Agreement to obtain judicial approval of the Settlement and the dismissal with

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prejudice of the Action.

C. Class Counsel shall submit the Settlement Agreement to the Court for preliminary approval and shall move this Court to:

1. Preliminarily approve the terms of this Settlement Agreement as sufficiently fair and reasonable to warrant sending notice to the Class preliminarily certified for settlement purposes only;
2. Determine or approve the Notice to be given to the Class Members advising them of the Settlement and of the Fairness Hearing and finding that the Notice Plan: is reasonable and the best practicable notice under the circumstances; is reasonably calculated to apprise Class Members of the pendency of the Action and of their right to object to or opt out of the Proposed Settlement; constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; meets the requirements of Louisiana law and requirements of due process under the Louisiana and United States Constitutions; and satisfies the requirements of La. C. Civ. P. art. 596 relating to restarting the prescriptive period for any claims covered by the original class definition and for any claims of individuals who exclude themselves from Class;
3. Rule that any Class Member who does not submit a timely, written request for exclusion (opt out) in accordance with the Notice will be bound by all proceedings, orders, and judgments in the Action; and
4. Require that each Class Member who has objections to the proposed Settlement file an objection with the Court with service on Class Counsel and Defense Counsel postmarked not more than twenty-one (21) days after notice is mailed to the Class Member or notice is published;
5. Approve the Claims Administrator;
6. Schedule a Fairness Hearing to review objections to this Settlement and to consider the fairness, reasonableness, and adequacy of this Settlement and the application for an award of attorneys' fees and reimbursement of expenses, and to consider whether the Court should issue a Final Judgment approving this Settlement Agreement.

D. Class Counsel and Defendants will cooperate to undertake all reasonable actions in order to accomplish the above. In the event that the Court fails to grant a Preliminary Approval Order or fails to issue a Final Judgment, Class Counsel and Defendants agree to use all reasonable

efforts, consistent with this Settlement Agreement to cure any defect identified by the Court.

III.

GENERAL SETTLEMENT TERMS

A. Retention of Jurisdiction.

Following the Effective Date, the Court shall retain jurisdiction over the Parties to this Settlement Agreement solely for purposes of addressing settlement administration matters and the enforcement of the terms of the Settlement Agreement.

B. Settlement Cause and Consideration.

1. In consideration and cause for the release and discharge provided herein, Defendants shall pay the Settlement Amount into the Class Settlement Fund Account. Defendants will not be required to pay any additional sums of any type whatsoever in connection with this Settlement, other than responsibility for its own attorneys' fees, costs and expenses.

2. The Settlement Amount shall be paid as follows:

- a. Ten (10) business days after the Effective Date, the entire Settlement Amount shall be deposited into the Class Settlement Fund Account. All funds held in the Class Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be distributed to Class Members or otherwise disbursed pursuant to this Settlement Agreement and/or further order of the Court.
- b. The Class, not Defendants, will be responsible for the costs as well as expenses associated with the settlement, administration, settlement approval, CADA, and the Claims Administrator.

3. In the event the Settlement Agreement is not implemented, either fully or partially, for any reason, all of the funds in the Class Settlement Fund Account not previously spent shall be returned to Defendants, including interest earned thereon.

C. Settlement Fund Investment and Taxes

1. The Gross Settlement Fund shall be used to pay all disbursements related to the Settlement, including: (a) the Notice expenses, (b) Administrative Expenses; (c) the Attorneys' Fee and Expense award; (d) any named plaintiff's case contribution; (e) the CADA expenses; (f) Settlement Fund Account fees; and (g) the Net Settlement Fund. No

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distributions shall be made from the Net Settlement Fund except in compliance with this Settlement Agreement.

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2. The Court Appointed Disbursing Agent ("CADA") shall have the authority to do what the business depository certificate states, such as the following:

- a. Open or close one or more accounts with the Class Settlement Fund Account Agent at any time, subject to the deposit account agreement;
- b. Sign all agreements or other documents relating to any depository accounts. These agreements and other documents include but are not limited to funds transfer agreements, agreements for automated clearinghouse services, agreements for online services, and safe deposit agreements.
- c. Certify to the Class Settlement Fund Account Agent the name, title, specimen signature and facsimile signature of any additional authorized person, or to instruct the Class Settlement Fund Account Agent to remove any authorized person; and
- d. Deposit/invest funds in a repo sweep account or similar account to be determined by the Claims Administrator/CADA.

3. The Parties agree that the Gross Settlement Fund is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1, and that the Class Settlement Fund Account Agent as administrator of the Gross Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible, with the assistance of the Claims Administrator and Class Counsel, for filing tax returns and any other tax reporting for or in respect of the Gross Settlement Fund and paying from the Gross Settlement Fund any Taxes owed with respect to the Gross Settlement Fund.

4. The Parties agree that the Gross Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Gross Settlement Fund as a Qualified Settlement Fund from the earliest date possible.

5. All Taxes owed shall be paid out of the Gross Settlement Fund, shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Claims Administrator without prior Order of the Court. The Claims Administrator shall, to the extent required by law, be obligated to withhold from any distributions to Class

Members any funds necessary to pay taxes, including the establishment of adequate reserves for taxes, as well as any amount that may be required to be withheld under Treasury Reg. 1.468B-(1)(2) or otherwise under applicable law in respect of such distributions.

6. Released Persons and their respective counsel have made no representation or warranty with respect to the tax treatment by any Named Plaintiff or Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the settlement fund.

7. Each Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of payment from the Net Settlement Fund. No Released Person shall have any liability to any Class Member or other person if a taxing authority determines that taxes are owed on such payment to such Class Member.

8. Released Persons and their respective counsel shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel, the Class Settlement Fund Account Agent, the CADA, or the Claims Administrator, or any of their respective designees or deposit holders, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Gross Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Gross Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Gross Settlement Fund; or (vi) the payment or withholding of any taxes, expenses and/or costs incurred in connection with the taxation of the Gross Settlement Fund or the filing of any returns.

9. The Class Settlement Fund Account Agent shall be released from any and all liability and shall be held harmless for any of its actions taken when done so upon its receipt of instructions from the Claims Administrator/CADA.

IV.

NOTICE TO CLASS MEMBERS

A. Class Counsel proposes Clayton Starnes with Preserve Settlements to be the Claims Administrator. The Claims Administrator shall be responsible for disseminating the Notice to the Class. Defendants will have no involvement in the selection of the Claims

Administrator.

B. The mailing or publication of the Notice shall not occur until the Court enters the Preliminary Approval Order.

C. Unless otherwise agreed by the Parties, within ten (10) days after the Preliminary Approval Order is entered, the Notice process will begin.

D. The Claims Administrator shall be responsible for, without limitation: (1) arranging for and disseminating the Notices to the Class Members; and (2) the creation of a website dedicated to informing Class Members about the status and terms of the Settlement Agreement (including a Claim Form that can be printed from the website).

F. The Settlement will have two forms of Notice – Detailed Notice and Publication Notice. The Notices will be approved as to form and content by the Court and will be substantially in the form attached as Exhibit A for the Detailed Notice and Exhibit B for the Publication Notice, unless otherwise modified by agreement of the Parties and approved by the Court.

G. The Detailed Notice will be mailed to the Class Members whose names and addresses have been identified by Class Counsel and/or Defense Counsel (along with a brief cover letter to explain that the Class Member will automatically receive a settlement payment without the need to complete a Claim Form). The Claims Administrator will review this address data, check it for valid addresses, eliminate duplications, and process the addresses through the National Change of Address database and use all reasonable and practicable methods to notify these Class Members. If any Detailed Notice is returned as undeliverable, the Claims Administrator will promptly log each Detailed Notice that is returned as undeliverable and shall promptly provide copies of the log to Class Counsel. If the mailing is returned to the Claims Administrator with a forwarding address, the Claims Administrator will forward the mailing to that address. The Detailed Notice will also be available on the Settlement website as an additional resource for all Class Members seeking information about the Settlement.

H. In addition, Publication Notice will also be provided to all Class Members. In particular, the Publication Notice will be published twice in the official publications for Orleans Parish and Jefferson Parish, and once in the official publications for Plaquemines Parish, St. Bernard Parish, St. Tammany Parish, St. Charles Parish, and St. John the Baptist Parish.

I. Upon request, the Claims Administrator shall provide Class Counsel and Defense

Counsel such reasonable access to the Notice process as they may need to monitor compliance with the Notice Plan.

J. The Claims Administrator shall also provide a copy of the Notice to anyone who requests the Notice.

K. The Claims Administrator shall provide affidavits to the Court, with a copy to Class Counsel and Defendants, attesting to the measures undertaken to provide notice to Class Members prior to the Fairness Hearing.

L. All Notice and Claims Administrator expenses will be paid out of the Gross Settlement Fund.

V.

PLAN OF ALLOCATION AND CLAIMS PROCESS

A. Defendants will have no involvement in the formulation or implementation of the Plan of Allocation. The Plan of Allocation will be developed by the Claim Administrator and Class Counsel, with the objective being to divide the Net Settlement Fund as equitably and as evenly as possible among the Class Members eligible for a settlement payment under this Settlement Agreement.

B. All expenses, such as Administrative Expenses and Attorneys' Fees and Expenses, will be paid out of the Gross Settlement Fund.

C. All payments to Class Members will be paid out of the Net Settlement Fund.

D. The Class Members who are automatically mailed a Detailed Notice will qualify for a settlement payment from the Net Settlement Fund without having to submit a Claim Form. All remaining Class Members are entitled to a settlement payment from the Net Settlement Fund if they comply with, and are eligible under, the claims process set out below.

E. A Class Member who is required to follow the claims process must abide by the instructions set forth in the Claim Form (in the general form of Exhibit C) in order to receive a settlement payment. The Publication Notice will inform Class Members that Claim Forms are available on, and can be printed from, the website established for the Settlement. The Publication Notice will also inform Class Members about the Claim Deadline.

F. Claim Forms that do not meet the requirements set forth in the Claim Form instructions shall be rejected. The Claims Administrator, in consultation with Class Counsel, may reject a Class Member' Claim Form for good cause and, among any other valid reason, the

following: (i) failure to fully complete and/or sign the Claim Form; (ii) illegible Claim Form; (iii) the person submitting the Claim Form is not a Class Member; (iv) the Claim Form is fraudulent; (v) the Claim Form is duplicative; (vi) failure to submit a Claim Form by the Claim Deadline; and/or (vii) the Claim Form otherwise does not meet the requirements of this Settlement Agreement and/or the instructions in the Claim Form.

G. The Claims Administrator, in consultation with Class Counsel, shall have fifteen (15) days from the Claim Deadline to exercise the right of rejection. The Claims Administrator shall notify the Class Member using the contact information provided in the Claim Form of the rejection. Class Counsel shall be provided with copies of all such notifications to Class Members. If any Class Member whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the Settlement Class Member must, within ten (10) days from receipt of the rejection, transmit to the Claims Administrator by U.S. mail a notice and statement of reasons indicating the grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Claims Administrator, in consultation with Class Counsel, of the denial of the Claim Form. Any decision thereafter by the Claims Administrator, in consultation with Class Counsel, shall be final and non-appealable.

H. No person shall have any claim against Defendants, Defense Counsel, Plaintiffs, Class Counsel, the Settlement Class, the Claims Administrator and/or the CADA based on any eligibility determinations, distributions, or awards made or not made in accordance with this Settlement Agreement.

I. Claim Forms submitted via U.S. Mail to the Claims Administrator shall be deemed to have been submitted when it is actually received by the Claims Administrator, or by the USPS postmark date, whichever is earlier.

J. Class Counsel and Defense Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Claims Administrator at any time upon reasonable notice.

VI.

PAYMENT PROCESS

A. Pursuant to the Plan of Allocation, the Claims Administrator will make settlement payments to Class Members eligible to receive such payments in accordance with the terms of this Settlement Agreement within thirty (30) days after the Effective Date. The endorsement block on

the settlement payment checks will require positive identification by the addressee in order to cash or otherwise negotiate the checks. In addition, the Claims Administrator will use Positive Pay or other similar services to best avoid against false endorsements and errors.

B. If the Class Member cannot be located and verified or if a settlement check is not negotiated within one hundred twenty (120) days of its issuance, the funds owed to that Class Member shall be remitted to the State of Louisiana as unclaimed property.

C. In the event a Class Member objects to the amount of his or her settlement payment, the Class Member shall notify the Claims Administrator and Class Counsel. A Class Member need not object to the Settlement Agreement in order to object to the amount of his or her settlement payment, provided that he or she submits a written objection to the amount of his or her settlement payment, explaining the basis for the objection and providing any documentation supporting his or her objection that is post-marked within thirty (30) days of the date of his or her settlement check. Unless a Class Member postmarks an objection to his or her settlement payment within thirty (30) days of the date of the settlement payment, any objection he or she may have shall be waived and all settlement payments will be final.

D. No person shall have any claim against Defendants, Defense Counsel, Named Plaintiff, the Class, Class Counsel, or the Claims Administrator or any employees, representatives, agents, and independent contractors of the law firms or parties who may furnish services in connection with the Settlement Agreement for anything done or omitted in connection with the Settlement Agreement and/or claims administration process except for their own willful misconduct.

E. If this Settlement Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Settlement Agreement.

F. All proceedings with respect to administration, processing and determination of claims described in this Settlement Agreement, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

VII.

OBJECTIONS BY CLASS MEMBERS

A. Class Members may object to the proposed Settlement. Any Class Member who intends to object to the fairness, reasonableness, and adequacy of the Settlement ("Objectors")

must mail a written Objection ("Objections") 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 the date specified in the Court's Preliminary Approval Order and the Notice, which will be at least twenty-one (21) days prior to the Fairness Hearing. Class Members making Objections must set forth their full name, current address, and telephone number. Objections must be served:

Upon the Civil District Clerk of Court:

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

New Orleans, Louisiana 70112

Upon Defendants, through their representative:

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

Upon Plaintiffs and Class Counsel, through its representative:

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

B. 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.

C. Class Members who fail to file and serve timely written Objections in the manner specified above shall be deemed to have waived any Objection (whether by appeal or otherwise) to the Settlement Agreement. To the extent any Class Member(s) objects to the proposed Settlement, and such objection is overruled in whole or in part, such Class Member(s) will be forever bound by the Final Judgment of the Court.

VIII.

RELEASES, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. It is hereby agreed that upon the Effective Date, Class Members and their heirs,

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executors, estates, predecessors, successors, assigns, agents and representatives shall be deemed to have jointly and severally released and forever discharged the Released Persons from any and all Released Claims including known and unknown Claims, past and present, and shall be fully and forever barred and enjoined from instituting or prosecuting in any court, tribunal or administrative body, either directly or indirectly, individually or representatively, any and all Released Claims against any of the Released Persons. For the avoidance of any doubt, the release provisions shall apply to any and all Class Members, regardless of whether a Class Member receives a settlement payment and/or submits a Claim Form.

B. The Court shall retain jurisdiction over the Parties to the Settlement Agreement with respect to the future performance of the terms of the Settlement Agreement. In the event that any applications for relief are made, such applications will be made to the Court.

C. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members; and (ii) the Released Persons shall not be subject to liability or expense of any kind to any Class Members, who shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Persons in any federal or state court, tribunal or administrative body with regard to any and all Released Claims.

IX.

OPT OUTS

A. Class Members will have the right to exclude themselves from the Settlement (opt out) as provided for in the Preliminary Approval Order and the Notices.

B. Within five (5) business days after the expiration of the period for Class Members to opt out of the Class, the Claims Administrator, Class Counsel, and Defense Counsel shall jointly prepare a list identifying all individuals who opted out of the Settlement. This list shall be amended from time to time as further information becomes available. Further, during such five-day period, the Claims Administrator, Class Counsel, and Defense Counsel shall hold a conference to review the nature and status of the opt outs.

X.

DISAPPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

A. Within fourteen (14) business days after notice of the occurrence of any of the following events, any Party shall have the right, exercisable at its own discretion, to terminate this Settlement Agreement by delivering written notification of such election to the other Party(ies):

1. The Court or any appellate court(s), rejects, denies approval, disapproves, or modifies the Settlement Agreement or any portion of this Settlement Agreement that the Party, in its sole judgment and discretion, believes to be material, including, but not limited to, the Settlement Amount, the terms of relief to Class Members, the provisions relating to Notice, the Class definition or the identify of Class Members, and the scope of the Released Claims and/or Released Persons;

2. The Court, or any appellate court(s), does not enter or completely and unconditionally affirm any portion of the Settlement Agreement, Preliminary Approval Order, or Final Judgment that the Party, in its sole judgment and discretion, believes to be material;

3. If any regulatory agency or governmental agency should challenge any of the terms of the Settlement Agreement in any way that is materially adverse to either Party's interests without their written consent.

B. In addition, Defendants shall have the right, exercisable at their own discretion, to terminate this Settlement Agreement by delivering written notification of such election to Class Counsel within fourteen (14) business days after notice of the occurrence of any of the following events:

1. The Named Plaintiff, his attorneys, or any Class Member with an attorney-client relationship to Class Counsel, or their firms, objects to the Settlement Agreement and the Court does not overrule the objection; or

2. Any financial obligation is imposed upon Defendants in addition to and/or greater than those specifically accepted by Defendants in this Settlement Agreement.

3. The time period for opt outs by Class Members has expired and more than ten (10) Class Members have exercised their opt out rights.

C. If an option to withdraw from and terminate this Settlement Agreement arises under the foregoing provisions, it shall not be a requirement to exercise that option.

D. If the proposed Settlement Agreement shall fail for any reason other than a breach by one of the Parties, or if this Settlement Agreement is terminated by either Party pursuant to the foregoing provisions:

1. This Settlement Agreement and the Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Settlement Agreement

and the Settlement shall be without prejudice to the rights and contentions of the Parties and any of the Class Members;

2. This Settlement Agreement, all of its provisions (including, without limitation, any provisions regarding class certification) and all negotiations, statements, and proceedings relating to them shall be without prejudice to the rights of any of the Parties each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Settlement Agreement;

3. This Settlement Agreement, any provision of this Settlement Agreement (including without limitation the provisions regarding class certification) and the fact of this Settlement Agreement having been made, shall not be admissible or entered into evidence for any purpose whatsoever;

4. In the event that the Settlement shall fail in its entirety, any judgment or order entered after the date of this Settlement Agreement will be vacated and will be without any force or effect. The Parties agree that they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this Settlement Agreement; and

5. The Parties agree that they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel and other similar or related theories, that the Settlement Agreement and related pleadings and filings, any provision of this Settlement Agreement (including without limitation the provisions regarding class certification), the fact of this Settlement Agreement having been made, and any settlement negotiations, preclude Defendants from opposing certification or the claims in the Action or any other proceeding.

XI.

SETTLEMENT NOT EVIDENCE AGAINST PARTIES

A. In the event the Settlement Agreement is terminated according to its terms, (i) all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission by any Party of any act, matter or proposition and shall not be used in any manner or for any purpose in any subsequent proceeding in the Action or in any other action or proceeding; and (ii) other than as expressly preserved by this Settlement Agreement in the event of its termination, this Settlement Agreement shall have no further force and effect with respect to any Party and shall not be used in

the Action or any other proceeding for any purpose.

B. Defendants deny any and all allegations in the Action and deny all wrongdoing whatsoever. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be disclosed or referred to for any purpose, or offered or received in evidence, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding against Defendants except for purposes of settling this action pursuant to this Settlement Agreement. The limitations set forth in this paragraph do not apply to use and/or disclosure by Defendants against Class Members or third parties for purposes of supporting a defense or counterclaim of *res judicata*, collateral estoppel, release, good faith settlement, judgment, bar or reduction, or any other theory or claim of issue preclusion or similar defense or counterclaim.

XII.

ATTORNEYS' FEES AND EXPENSES

A. Class Counsel's entitlement to an award of attorneys' fees, costs, and expenses will be determined by the Court. Class Counsel will file a motion with the Court requesting a fee equal to the sum of 40% of, and to be paid from, the Gross Settlement Fund, plus costs and expenses.

B. Defendants agree not to object to a class representative incentive award of no more than \$15,000 to the Named Plaintiff to be paid from the Gross Settlement Fund.

C. Defendants shall have no liability or other responsibility for the allocation of such attorneys' fees among and between Class Counsel or any other counsel for Plaintiffs. In the event that any dispute arises relating to the allocation of such fees, then each and all Class Counsel and Named Plaintiff agree, by their signatures below, to hold Defendants harmless from any and all liabilities, costs and expenses in that regard.

XIII.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel who are signatories hereof represent and warrant that they have the authority, on behalf of the Class, to deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Class Counsel further warrant and represent that they have authority to seek the dismissal with prejudice of the Action. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and

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constitutes their legal, valid and binding obligation.

B. Defendants represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Defendants of this Settlement Agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid and binding obligation.

XIV.

THE PARTIES' RIGHTS TO APPEAL

The Parties waive any and all rights to appeal the Final Judgment if approved by the Court as written herein. This agreement to not appeal does not negate an Objector's right to an appeal if they so desire.

XV.

NOTICE UNDER LOUISIANA CODE OF CIVIL PROCEDURE ART. 596

A. Plaintiff's original class definition set out in the First Amended and Supplemental Class Action Petition contained the following class definition: "All Louisiana residents whose vehicles were sold to Southern Scrap Material Co., LLC/Southern Recycling, LLC without a valid certificate of title or valid affidavit."

B. As a part of the process of settling the Action, the Direct Mail Notice and the Publication Notice will both include provisions consistent with La. C. Civ. P. art. 596 designed to make sure that the suspension of prescription as to the individuals covered by the original class definition begins to run again (that is, 30 days after the provision of the Detailed Notice or publication of the Publication Notice whichever comes first).

C. The Parties will cooperate in obtaining court approval of any such notice under La. C. Civ. P. art. 596.

XVI.

NON-DISPARAGEMENT

No Class Member shall directly or indirectly make any written or oral statements, comments or remarks that are disparaging of Defendants' or any Released Persons' products,

services, capabilities, character, actions or inactions related in any manner to the allegations in or subject matter of the Action, the Settlement, or this Settlement Agreement.

XVI.

MISCELLANEOUS PROVISIONS

A. To the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Settlement Agreement.

B. This Settlement Agreement, including all appendices and exhibits attached hereto, may not be modified or amended except in writing signed by all Parties and approved by the Court. Amendments and modifications to this Settlement Agreement may be made with consent of all Parties without further notice to the Class Members unless otherwise ordered by the Court.

C. This Settlement 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 Settlement Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties and/or counsel.

D. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Louisiana, without giving effect to any of its conflict of law's provisions.

E. Except as specifically provided in this Settlement Agreement, each Party shall bear its own costs, expenses and attorneys' fees including taxable court costs.

F. Integrated Agreement.

1. All of the Exhibits of this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

2. This Settlement Agreement and the Exhibits hereto constitute the entire fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement. The Parties each covenant and warrant that they have not relied upon any promise, representation or undertaking not set forth in writing herein to enter into this Settlement Agreement.

3. If any provision, paragraph, section, article, or other portion of this Settlement Agreement is found to be void, all of the remaining portions of this Settlement

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Agreement shall remain in effect and be binding upon mutual agreement of the Parties.

4. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

G. Any notice request or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

To Defendants through their representative:

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

To the Class, through its representative:

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

J. The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Because 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 Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

K. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement Agreement in arm's-length negotiations, taking into account all relevant factors, present and potential.

L. If Class Counsel and/or Named Plaintiff receive media requests about any settlement communications, negotiations, or discussions, Class Counsel and/or Named Plaintiff shall either refer such media inquiries to the public record of the Action or respond through a press release mutually agreed upon by the Parties.

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IN WITNESS WHEREOF, the Parties and/or their authorized counsel on behalf of their clients, have executed this Settlement Agreement as of the date(s) indicated on the lines below:

Signed by:
BY: Andrew Sheppard
7369DE4DF32D420...
TITLE: COO

FOR SOUTHERN RECYCLING, LLC

Date: February 13, 2026 | 11:29 AM EST

Signed by:
BY: Andrew Sheppard
7369DE4DF32D420...
TITLE: COO

FOR SOUTHERN SCRAP MATERIAL CO., LLC

Date: February 13, 2026 | 11:29 AM EST

BY: [Signature]

Mr. Lawrence J. Centola, III (#27402)
Martzell Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130
Telephone No. (504) 581-9065
Facsimile No. (504) 581-7635

FOR PLAINTIFFS AND THE CLASS AND AS CLASS COUNSEL

Date: 1-30-26

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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	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. 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 _____.
Object	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).

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

www.southernscrapclass.com



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

www.southernscrapclass.com

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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 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.

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

www.southernscrapclass.com

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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 _____. 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.

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

www.southernscrapclass.com

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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 _____).

10. When would I get my payment?

The Court will hold a hearing on _____ 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 _____ to:

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

www.southernscrapclass.com

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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.

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

www.southernscrapclass.com

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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 _____:

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.

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

www.southernscrapclass.com

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

The Court (Judge Hutabarat) will hold a Fairness Hearing at _____ am on _____ 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

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

www.southernscrapclass.com

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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.

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

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LEGAL NOTICE

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

A settlement has been reached in a class action lawsuit involving allegations that Southern Scrap/Southern Recycling purchased vehicles without having authorization from the vehicle owners. The settlement is valued at \$178,500. The Civil District Court for the Parish of Orleans will have a hearing to decide whether to approve the settlement so that payments can be issued. Get a detailed notice and more information on the lawsuit and the settlement at www.southernscrapclass.com, and the information on that website (and in particular the Class Settlement Agreement) provides the most complete, accurate and controlling information on the settlement. You may also call 1-800-432-4427 for more information.

WHO'S INCLUDED?

The Class includes "Vehicle Owners whose Vehicles were sold" to Southern Scrap/Southern Recycling or their affiliates "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 used in its broadest sense and includes, without limitation, "vehicles, motor vehicles, trailers, and auto hulks of any type and in any condition, including any portions thereof."

WHAT'S THIS ABOUT?

The lawsuit claimed that plaintiff and other people like him sustained damage when Southern Scrap/Southern Recycling purchased their vehicles without proper authorization. Southern Scrap/Southern Recycling deny all of the legal claims in this case. The settlement doesn't mean that they had any liability or that any law was broken. The Court did not decide which side was right. Instead, the settlement resolves the case without trial.

WHAT DOES THE SETTLEMENT PROVIDE?

The settlement amount of \$178,500 will pay for settlement payments, attorneys' fees and expenses, and any administrative costs. The Court will approve an allocation formula to determine exactly how to distribute the money among class members if and when the Court gives final approval to the settlement. Payments will be issued after the settlement is final.

HOW DO YOU ASK FOR BENEFITS?

You must complete and submit a claim form to determine whether you are eligible for a payment. The claim form and instructions for completion of the claim form are available at www.southernscrapclass.com or by calling 1-800-

432-4427. If you are eligible, please read the instructions on the claim form, fill out the claim form, and mail it postmarked no later than _____, to the address on the claim form.

WHAT ARE YOUR OTHER RIGHTS?

If you do not want to be legally bound by the settlement or receive a settlement payment, you must exclude yourself by _____. The detailed notice at www.southernscrapclass.com explains how to exclude yourself.

The Court will hold a hearing in this case, known as "*Rader et al v. Southern Recycling, LLC et al*" No. 2022-11236, Div. "B." on _____, 2026 at _____ a.m. to consider whether to approve the settlement. The Court will separately consider a request by the lawyers representing class members for fees and expenses to be paid out of the \$178,500 settlement amount. If you do not exclude yourself from the settlement and you are a class member, you may object to the settlement by _____. The detailed notice at www.southernscrapclass.com explains how to object. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you do not have to. If the settlement is approved and becomes final, you will be legally bound by the settlement if you are a class member (unless you excluded yourself) and you will not be able to sue, or continue to sue, Southern Scrap/Southern Recycling about the claims covered by the settlement.

PRESCRIPTION BEGINS TO RUN AGAIN

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. 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 the Class in the settlement. Prescription will begin to run again on those claims thirty (30) days following publication of this notice. Similarly, prescription will begin to run again on the claims of individuals in the Class who exclude themselves at that same time.

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CLAIM FORM

If, after reviewing the available information about the Class Settlement Agreement in *Rader v. Southern Recycling, LLC/Southern Scrap Material Co., LLC*, at www.southernscrapclass.com, you believe that you are entitled to compensation from the settlement, please complete the following information. Then, mail this Claim Form, and all supporting documentation, by first class mail with a postmark dated no later than _____ to the following address:

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

PLEASE COMPLETE A SEPARATE CLAIM FORM FOR EACH VEHICLE

1. Your Name: _____

2. Your Address: _____

3. Do you believe you are entitled to compensation under the settlement because you were a Vehicle Owner whose Vehicle (defined broadly in the settlement to include motor vehicles, auto hulks, trailers and any parts or portions thereof) was sold to Southern Recycling/Southern Scrap in Louisiana without your authorization during January 1, 2020 through January 31, 2026?

____ Yes ____ No

4. If "Yes," provide as much of the following information below as you can. The more information you provide, the greater the possibility that you will be entitled to recovery.

a. Vehicle make, model and year: _____

b. Vehicle identification number (VIN): _____

c. Attach and describe all documentation you are including with this Claim Form to show that you had an ownership interest in the Vehicle (such as a copy of the title, the registration, a bill of sale, insurance information, etc.):



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d. (1) Describe why you believe that your Vehicle was sold to Southern Recycling/Southern Scrap without your authorization (for example, the approximate date you believe the Vehicle was sold, by whom it was sold, and any information you have to show that this sale occurred without your authorization); and (2) attach any supporting documentation to this Claim Form (such as a police report, communications with Southern Recycling/Southern Scrap, or other documentation):

I affirm and attest that the information provided above is true and correct, and I have had full opportunity to review the Class Settlement Agreement (including its release provisions) and the other information regarding the settlement available on the settlement website at www.southernscrapclass.com.

Signature: _____ Date: ____/____/____

Printed Name: _____

CIVIL DISTRICT COURT FOR PARISH OF ORLEANS
STATE OF LOUISIANA

NO: 2022-11236

DIVISION "B"

SECTION 5

ALLEN RADER, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

VERSUS

SOUTHERN RECYCLING, LLC/SOUTHERN SCRAP MATERIAL CO., L.L.C.
AND TOBY LEONARD LAMPTON

FILED:

DEPUTY CLERK

**ORDER ON JOINT MOTION FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AGREEMENT AND OTHER RELATED ORDERS**

On considering the Joint Motion for Preliminary Approval of Class Settlement Agreement and Other Related Orders by Class Counsel and with the express consent of and joinder by Defendants; the evidence submitted to the Court in support of the Joint Motion; the record of these proceedings; the recommendation of counsel; the requirements of law; and in further consideration of the Court's close familiarity with the law and the facts of the litigation, the Court finds, upon preliminary review, that (i) the Court has jurisdiction over the subject matter and parties to this proceeding; (ii) the compromise and settlement is the result of arms-length negotiations between the Parties; (iii) the compromise and settlement is not the result of collusion; (iv) the compromise and settlement bear a probable, reasonable relationship to the exposure and risks of the settling Parties; and (v) the compromise and settlement is within the possible range of judicial approval. Accordingly:

IT IS HEREBY ORDERED that the Class Settlement Agreement, including all exhibits attached thereto, along with all exhibits to the Joint Motion, are collectively preliminarily approved by the Court as being fair, reasonable and adequate, entered into in good faith, free of collusion to the detriment of the Class, and within the possible range of judicial approval, pursuant to La. Code Civ. P. art. 594 (all capitalized terms being defined in the Class Settlement Agreement, unless otherwise specified or defined herein);

IT IS FURTHER ORDERED that the following persons are appointed as Class Representatives: Allen Rader.

IT IS FURTHER ORDERED that the following attorneys are appointed as Class Counsel: Lawrence J. Centola, III.

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IT IS FURTHER ORDERED that Clayton Starnes is appointed as Claims Administrator.

IT IS FURTHER ORDERED that the proposed Notice Plan in the Class Settlement Agreement is approved, and the Notice Plan shall be completed no later than the 30th day following the date of this Order.

IT IS FURTHER ORDERED that the Notices in the Class Settlement Agreement, including the Detailed Notice and the Publication Notice, satisfy the requirements of La. C.C.P. art. 596, such that the suspension of prescription as to individuals covered by the original class definition in this matter will be lifted and will begin to run again within thirty (30) days after the provision of the Detailed Notice to the Class Member or the publication of the Publication Notice, whichever occurs first.

IT IS FURTHER ORDERED that any Class Member who does not timely and properly opt out or exclude themselves from the Settlement shall forever release all Released Persons from any and all Released Claims as set forth in the Class Settlement Agreement.

IT IS FURTHER ORDERED that any Class Member who does not receive an automatic benefit under the Settlement may submit a Claim Form (which will be available on the Settlement website) in accordance with the instructions on the Claim Form. Any such Claim Form shall be mailed in accordance with the instructions in the Detailed Notice and with a postmark dated no later than the 75th day following the date of this Order.

IT IS FURTHER ORDERED that any Class Member may either submit an Objection to or opt out from the Settlement, under the terms set out in the Class Settlement Agreement and the Detailed Notice. Such Objection or opt out shall be mailed in accordance with the instructions in the Detailed Notice and with a postmark dated no later than the 75th day following the date of this Order.

IT IS FURTHER ORDERED that the Fairness Hearing, at which the Court will consider comments and Objections regarding this Settlement as set forth in the Class Settlement Agreement, including its fairness, reasonableness and adequacy under article 594 of the Louisiana Code of Civil Procedure, and at which the Court shall decide whether a Final Order and Judgment shall be entered, shall be conducted at the Civil District Court, Parish of Orleans, Louisiana, commencing on the day of _____, _____, 2026, commencing at _____.

THUS DONE AND SIGNED in New Orleans, Louisiana, this _____ day of
_____, 2026.

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JUDGE JUPITER

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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO: 2022-11236

DIVISION: B

ALLEN RADER, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

VERSUS

SOUTHERN RECYCLING, LLC/SOUTHERN SCRAP MATERIAL CO., L.L.C., *et al.*

FILED: _____

DEPUTY CLERK

FINAL ORDER AND JUDGMENT

There came for hearing commencing on the ____th day of _____, 2026, the motion of the Class for: (1) entry of a final order and judgment finally approving the terms of the Class Settlement Agreement and the Settlement contained therein and all exhibits thereto as fair, reasonable and adequate in accordance with Louisiana Code of Civil Procedure article 594; (2) the release by the Class of all Released Claims against all Released Persons; (3) dismissal of Defendants in this Action in full and with prejudice; (4) a finding that the Objections, if any, to the fairness, reasonableness and adequacy of the settlement are without merit; (5) a finding that the Notices given to the Class and other interested persons of the proposed Settlement and all related procedures and hearings complies with all requirements of state and federal constitutions, laws and rules, including but not limited to due process; (6) a bar order precluding the Class members who did not properly opt out from filing or prosecuting actions asserting the Released Claims against the Released Persons; and (7) the issuance of related orders for the effectuation of the Settlement.

Having reviewed the proposed Class Settlement Agreement and all attached exhibits thereto; afforded all Parties to the action, including the Class Members, the opportunity to be heard on the terms and conditions of the proposed Settlement at the fairness hearing; ordered the issuance of proper, comprehensive and adequate Notice consistent with due process of law; reviewed the record of this proceeding, including without limitation this Court's order granting preliminary approval to the Settlement and other previous orders; considered all factors which pertain to the approval or disapproval of the proposed settlement of a class action, including all evidence offered



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at the fairness hearing; considered the representations and argument of counsel; and considered the relevant law, including without limitation Louisiana Code of Civil Procedure articles 591, *et seq.*; and

Having further considered all of the Objections presented as to the fairness, reasonableness, and adequacy of the proposed settlement and concluded that these objections are not meritorious; and, having determined and concluded that the proposed Settlement is fair, reasonable and adequate and in the best interests of the Class, based upon all of the relevant factors, which include the following: (1) the absence of any fraud or collusion among the settling Parties to the detriment of the Class; (2) the probability of further complex, extensive, and costly litigation extending over a period of many years; (3) the stage of the proceedings; (4) the probability of the Class Members' likelihood of success on the merits and benefit to the Class if the litigation should ultimately be successful for the Class; (5) the potential range of recovery; (6) the approval of the Settlement by the Plaintiff and by experienced Class Counsel; and (7) the lack of significant or relevant opposition to the Settlement;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Except as elsewhere provided in this Final Order and Judgment or as the context otherwise requires, all capitalized terms used shall have the definitions given them below or in the Class Settlement Agreement.
2. The Class Settlement Agreement and the Settlement contained therein including any amendments, all terms and conditions thereto and all attached addenda and exhibits, are now finally approved by the Court pursuant to applicable law, including but not limited to Louisiana Code of Civil Procedure article 594, as fair, reasonable, and adequate and in the best interests of the Class.
3. Each and every term, provision, condition and agreement of the Class Settlement Agreement, including all addenda, exhibits, and amendments thereto, apply to and are adopted, incorporated, and made part of this Final Order and Judgment as if copied herein in their entirety and shall be effective, implemented, and enforced as provided in the Class Settlement Agreement.
4. For settlement purposes only, and pursuant to Louisiana Code of Civil Procedure 591(B)(1), (B)(2), (B)(3) and (B)(4), the Court certifies the Class.
5. For settlement purposes only, and pursuant to Louisiana Code of Civil Procedure 591 (B)(1), (B)(2), (B)(3) and (B)(4), the Court finds that the prerequisites of articles 591 and 592 of the Louisiana Code of Civil Procedure are satisfied and that the Class may be certified for settlement purposes only. Further, for settlement purposes only, it is finally determined that: (1) the Class members are so numerous that joinder of all members is impracticable; (2) there are a number of questions of law and fact common to the Class which predominate over any individual questions affecting only individual Class Members; (3) a class action is superior to other available methods for the fair and efficient resolution of the controversy in that, among

other reasons, it will avoid the need for costly individual adjudications of Class Members' claims and, in the present circumstances, there will be no further litigation of the issues and no trial of the litigation as to the Defendant(s); (4) the claims and defenses of the Plaintiff are typical of the claims and defenses of the Class; (5) the Plaintiffs have and will fairly and adequately protect the interests of the Class; (6) the Class is defined objectively in terms of ascertainable criteria, such that the Court may determine the constituency of the Class for the purposes of the conclusiveness of any judgment that may be rendered in this matter; and (7) the interests of the individual Class Members in controlling the prosecution of separate actions is outweighed by the interests of the Class as a whole in bringing this matter to a successful conclusion via the proposed Settlement. The Court recognizes that the Released Persons have preserved all of their defenses and objections against and rights to oppose certification of any class for litigation purposes, if the proposed settlement does not become final in accordance with the Class Settlement Agreement or the Class Settlement Agreement is terminated for any reason.

6. The Notices provided to the Class, including notice of the proposed Settlement, notice of the right to object, notice of the right to opt-out and notice of the fairness hearing, complies with this Court's orders and is proper in all respects. The Notices were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination to apprise interested parties and members of the Class of the pendency of the action, the certification of the Class, the Class Settlement Agreement and its contents, Class Members' right to be represented by private counsel at their own cost, and Class Members' right to appear in Court to have their Objections heard, and to afford Class Members an opportunity to exclude themselves from the Class. Such Notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class.
7. The objections, if any, made to due process, constitutionality, procedures and compliance with law, including but not limited to the adequacy of notice and the fairness of the proposed Class Settlement Agreement lack merit and are hereby overruled.
8. The Plaintiffs and Class Counsel have fairly and adequately represented all members of the Settlement Class and protected the interests of the Class.
9. The Class Settlement Agreement was the result of extensive and intensive arms-length negotiations among highly experienced counsel, with full knowledge of the risks inherent in this litigation.
10. The Class Settlement Agreement is fair, reasonable, and adequate in light of the complexity, expense, and likely duration of the litigation and in light of the risks involved in establishing liability and damages and in maintaining a class action through trial.
11. The Class Settlement Agreement was entered into in good faith and without collusion.
12. All Released Claims of Plaintiff and the Class (other than those Class Members who properly and timely opted out) against all Released Persons are hereby released and discharged in full as provided for in the Class Settlement Agreement.
13. Within seven (7) days of the Effective Date, this Action against all Defendants shall be dismissed with prejudice, with all Parties to bear their own costs, expenses and attorney's fees. In addition, although not required to finalize the dismissal of this Action, any Party may request, following the Effective Date, for the Court to enter a final order of satisfaction of judgment to document the final resolution of all issues.
14. All Class Members, other than those who properly and timely opted out, are permanently enjoined and barred from asserting any of the Released Claims against any of the Released

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Persons, either directly, representatively, derivatively or in any other capacity, whether by a complaint, counterclaim, reconventional demand, defense or otherwise, in any local, state or federal court or in any agency or forum wherever located.

15. The funds deposited and to be deposited into the Settlement Fund Account are designated as a qualified settlement fund pursuant to 26 U.S.C. § 468B and shall be regulated according to the regulations promulgated thereunder. This Court shall retain continuing jurisdiction over the Settlement Fund Account in accordance with 26 U.S.C. § 468B and the regulations promulgated there under, and the funds in such account may be invested, disbursed, paid and transferred in accordance with the provisions of the Settlement Agreement.
16. The proceeds derived from this Settlement, and all interest accrued thereon, shall be maintained in the Settlement Fund Account, and no funds shall be transferred or withdrawn therefrom unless and until the occurrence of the Effective Date, or as otherwise set forth in the Class Settlement Agreement.
17. The Court shall retain continuing jurisdiction over this Action, the Parties, and all Class Members to determine all matters relating in any way to the Final Order and Judgment, the Preliminary Approval Order or the Class Settlement Agreement, including but not limited to the administration, implementation, interpretation or enforcement of such orders or the Class Settlement Agreement.
18. The Class Counsel are entitled to reasonable attorneys' fees and costs, in the amount of Forty Percent (40%) or \$ _____, to be paid from the Gross Settlement Fund as approved by the Court and consistent with the terms of this Class Settlement Agreement, plus reimbursement of all reasonable and necessary expenses including court costs out of the Gross Settlement Fund.
19. The Court determines that there is no just reason for delay and, accordingly, the Final Order and Judgment is a final judgment and shall be immediately appealable in accordance with the provisions of article 1915 of the Louisiana Code of Civil Procedure.
20. In the event that the Class Settlement Agreement does not become effective for any reason, this Final Order and Judgment shall become null and void, and the parties shall be restored to their respective positions *status quo ante*. In such event, the Class Settlement Agreement and this Final Order and Judgment shall have no force and effect, and neither document may be used or referred to for any purpose whatsoever, and nothing in the Final Order and Judgment shall constitute, be construed as or be admissible as evidence of an admission by any Released Person that the Action or any other proposed class action can be or is properly certified for trial or litigation purposes under article 591, *et seq.*, of the Louisiana Code of Civil Procedure or any other applicable statute or rule.
21. Neither this Final Order and Judgment nor the Class Settlement Agreement, nor any other document referred to herein or therein, nor any action taken to carry out this Final Order and Judgment, may be construed or used as an admission or concession by the Released Persons of the validity of any claim or any actual or potential fault, wrongdoing or liability whatsoever. Entering into or carrying out the Class Settlement Agreement and any negotiations or proceedings related to it shall not be construed as or deemed evidence of an admission or concession as to the denials or defenses of the Released Persons and shall not be offered or received in evidence in any action or proceeding against the Released Persons in any court, administrative agency, or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of this Final Order and Judgment and the Class Settlement Agreement, provided that this Final Order and Judgment and the Class Settlement Agreement may be filed in any action against or by the Released Persons to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

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22. The only Class Members who have properly and timely opted out of the Class Settlement Agreement are those individuals and entities listed on Exhibit 1 attached hereto.
23. Nothing in this Final Order and Judgment shall preclude any action to enforce the terms of the Class Settlement Agreement.

JUDGMENT RENDERED AND SIGNED in Open Court at New Orleans, Louisiana,
this ____ day of _____ 2026.
