

## 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](http://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](http://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 May 18, 2026, 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 May 18, 2026. The detailed notice at [www.southernscrapclass.com](http://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 August 20, 2026 at 9:00 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 May 18, 2026. The detailed notice at [www.southernscrapclass.com](http://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.