

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into, subject to Final Approval of the Court, as of the Execution Date, as defined herein, by and between Plaintiffs Adam Cox, by and through his durable power of attorney, Victor Cox; Maria Overton; and Jordan Yates (“Plaintiffs”); and Defendants AMETEK, Inc. (hereinafter “Ametek,” as defined in paragraph 12.10), Thomas Deeney (hereinafter “Deeney,” as defined in paragraph 12.12), and Defendant Senior Operations LLC (hereinafter “Senior,” as defined in paragraph 12.14); and Third-Party Defendants Greenfield MHP Associates, L.P., Starlight MHP, LLC, Kort & Scott Financial Group, LLC, Tustin Ranch Partners, Inc., Sierra Corporate Management, Inc., (collectively “Greenfield/Starlight Third-Party Defendants,” as defined in paragraph 12.30), KMC CA Management, LLC, Kingsley Management Corp., Villa Cajon MHC, L.P. (collectively “Villa Cajon Third-Party Defendants,” as defined in paragraph 12.31). “Defendants” shall mean and refer collectively to Defendant Ametek, Defendant Deeney, and Defendant Senior as defined in this Agreement. The Greenfield/Starlight Third-Party Defendants and Villa Cajon Third-Party Defendants, as defined in this Agreement, shall be collectively referred to as “Third-Party Defendants”. Plaintiffs, Defendants and the Third-Party Defendants shall be referred to collectively as “the Parties,” and individually as “Party.”

### **RECITALS**

1. WHEREAS, Plaintiffs allege that between 1963 and 1983, manufacturing process materials were placed in an in-ground tank at the aerospace manufacturing facility (the “Former Ametek Facility”) located at 790 Greenfield Avenue, El Cajon, California 92021 (the “Site”). Ametek owned and operated the Former Ametek Facility at the Site from 1968 through 1988. Deeney has been a corporate officer with Ametek since approximately 1996, and has dealt with issues concerning the Former Ametek Facility and the Site on Ametek’s behalf at times, including since approximately 2006. The Site is now owned and operated by Senior.

2. WHEREAS, Plaintiffs are current or former residents of Greenfield Mobile Estates, located at 400 Greenfield Drive, El Cajon, California 92021, Starlight Mobile Home Park, located at 351 E Bradley Avenue, El Cajon, California 92021, or Villa Cajon Mobile Home Estates, located at 255 E Bradley Ave., El Cajon, CA 92021 (collectively the “MHPs”), all of which are located, in whole or in part, downgradient from the Former Ametek Facility and the Site.

3. WHEREAS, on or about March 24, 2017, Plaintiffs filed the Complaint for Damages in the United States District Court, Southern District of California, Case Number 3:17-cv-00597-GPC-AGS, against Defendants (the “Action”). On May 23, 2017, Plaintiffs filed the First Amended Complaint, including claims for Negligence, Gross Negligence, Private Nuisance, Public Nuisance and Trespass. Plaintiffs allege these claims arise from historical storage of process materials in an in-ground tank formerly located at or near the Former Ametek Facility or the Site, which has and continues to result in contamination of groundwater, soil vapor and indoor air on and below downgradient properties, including the MHPs where Plaintiffs currently or formerly resided. As a result, Plaintiffs allege they have been exposed to toxic contamination and have suffered damages. Plaintiffs brought the Action on behalf of themselves and other

current and former residents of the MHPs, who are similarly situated under California Code of Civil Procedure §382 and Federal Rule of Civil Procedure 23.

4. WHEREAS, on or about on or about June 20, 2017, in this Action, Defendants filed Third-Party Complaints (hereinafter the “Third-Party Complaint”) for Indemnity, Equitable Contribution, and Declaratory Relief against Third-Party Defendants. Generally, Defendants alleged that to the extent Defendants were held liable for damages to Plaintiffs, the Third-Party Defendants were liable, in whole or in part, for those damages.

5. WHEREAS Senior (through a prior entity that was subsequently renamed and reregistered) did not acquire the Site until 1998, well after the alleged groundwater contamination was discovered. Senior alleges it did not cause the alleged groundwater contamination. Senior alleges it purchased the Site only after a Prospective Purchaser Agreement with the government that provides that Senior does not have liability for the investigation, cleanup or abatement of the alleged groundwater contamination.

6. WHEREAS, Ametek and Deeney each deny any and all alleged liability, wrongdoing, violations, and/or damages they allegedly caused with respect to any and all claims, crossclaims, counterclaims, or third-party claims that were asserted or that could have been asserted in the Action. Senior denies any and all alleged liability, wrongdoing, violations, and/or damages it allegedly caused with respect to any and all claims, crossclaims, counterclaims, or third-party claims asserted or that could have been asserted in the Action. The Third-Party Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages they allegedly caused with respect to any and all claims asserted or that could have been asserted in the Action.

7. WHEREAS, in addition to *Cox, et al. v. Ametek, Inc., et al.*, 3:17-cv-00597-GPC-AGS (the “*Cox I* Action”), Defendants Ametek and Senior are also named as defendants in three other cases relating to the alleged groundwater contamination. The other cases are *Greenfield MHP Associates, L.P., et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01525-GPC-AGS (the “*Greenfield* Action”); *Trujillo, et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01394-GPC-AGS (the “*Trujillo* Action”); and *Cox, et al. v. Ametek, Inc., et al.*, No. 3:17-cv-01211-GPC-AGS (the “*Cox II* Action”). Deeney is a defendant in *Trujillo* and *Cox II*. These four related cases (collectively, the “Groundwater Actions”) are pending in the United States District Court for the Southern District of California.

8. WHEREAS, the Settlement (as hereinafter defined) has been reached, subject to the Final Approval of the Court as provided herein and subject to Final Approval of settlement of all of the Groundwater Actions, after extensive, arm’s-length negotiations over many months between Plaintiffs’ Counsel, Defendants’ Counsel and Third-Party Defendants’ Counsel.

9. WHEREAS, Plaintiffs and their Counsel have concluded, after a thorough investigation of the facts and after carefully considering the relevant circumstances, including, without limitation, the claims asserted, the legal and factual defenses thereto, and the applicable law, the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost effective, and assured method of resolving the claims, that it would be in the best interests of the Settlement Classes to enter into this Agreement in order to avoid the uncertainties of litigation

and to assure that the benefits reflected herein are obtained for the Settlement Class, and further, that Plaintiffs and their Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of the Settlement Classes.

10. WHEREAS, Defendants and Third-Party Defendants, while continuing to deny any and all liability, wrongdoing, violations, and damages allegedly caused with respect to any and all claims asserted or that could have been asserted in the Action, have nevertheless concluded that they will enter into this Agreement in order to, among other things, avoid the expense, inconvenience, and distraction of further litigation.

11. NOW, THEREFORE, in consideration of the following representations, warranties, covenants and agreements described in detail below, without costs against the Settlement Class, Defendants or Third-Party Defendants (except as provided below), and subject to the Final Approval of the Court, the Parties now desire to enter into this Agreement in order to provide for certain payments creating a Remediation/Mitigation Fund and Medical Consultation Fund in full and final settlement and discharge of any and all claims and matters in their entirety which are, were, or might have been the subject matter of the Action, and to secure a dismissal with prejudice of same.

### **DEFINITIONS**

12. As used in this Agreement and its Exhibits, the following capitalized terms shall have the respective meanings set forth below.

- 12.1. **Action:** The Action means *Cox, et al. v. Ametek, Inc., et al.*, Case No. 3:17-cv-00597-GPC-AGS (S.D. Cal.).
- 12.2. **Agreement:** The term “Agreement” or “Settlement Agreement” shall mean and refer to this document evidencing a mutual settlement and release of disputed claims, including as to all members of any classes, and it shall also incorporate those other documents exhibited to, contemplated by and/or identified in this Agreement including, but not limited to, the Notice and the Claim Form.
- 12.3. **Business Day:** Shall mean any day other than a Saturday, Sunday or legal holiday in the United States of America as defined by Fed. R. Civ. P. 6(a)(6).
- 12.4. **Claim Form:** “Claim Form” shall mean and refer to the document or online form that Class Members are required to use in order to receive a payment under this Agreement as specified in Paragraphs 30 and 31, and related subparagraphs.
- 12.5. **Class Counsel:** “Class Counsel” shall mean and refer to Scott Summy and the law firm of Baron & Budd, 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219-3605, United States of America.

- 12.6. **Class Member:** The term “Class Member” shall mean and refer to an individual member of the Settlement Class.
- 12.7. **Class Period:** The term “Class Period” shall mean the period of time described in paragraphs 18.1.1 and 18.2.1 of this Agreement.
- 12.8. **Claims Administrator:** “Claims Administrator” or “Settlement Administrator” or “Settlement Claims Administrator” means the person selected as provided in Paragraph 20 of this Agreement.
- 12.9. **Court:** The term “Court” shall mean and refer to the United States District Court for the Southern District of California or any other court validly exercising its jurisdiction over this Action or the interpretation or enforcement of this Agreement.
- 12.10. **Defendant Ametek:** “Defendant Ametek” or “Ametek” shall mean and refer to Ametek, Inc., a corporation organized and existing under the laws of Delaware with its principal place of business at 1100 Cassatt Road, Berwyn, Pennsylvania 19312, and its present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.
- 12.11. **Defendant Ametek’s Counsel:** “Ametek’s Counsel” shall mean and refer to Edward C. Walton and Sean M. Sullivan, and the law firm of Procopio, Cory, Hargreaves & Savitch LLP, 525 B Street, Suite 2200, San Diego, California 92101.
- 12.12. **Defendant Deeney:** “Defendant Deeney” or “Deeney” shall mean and refer to Thomas Deeney, a natural person who resides in New Jersey and who is a current corporate officer and employee of Ametek, and his heirs, estate, executors, administrators, successors, assigns and otherwise.
- 12.13. **Defendant Deeney’s Counsel:** “Deeney’s Counsel” shall mean and refer to Michael Pietrykowski and the law firm of Gordon & Rees Scully Mansukhani LLP, 111 Broadway, Suite 1700, Oakland, CA 94607.
- 12.14. **Defendant Senior:** “Defendant Senior” or “Senior” shall mean and refer to Senior Operations LLC, a limited liability company organized and existing under the laws of Delaware, with its principal place of business at 300 East Devon Avenue, Bartlett, Illinois 60103, and its present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal

representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.

- 12.15. **Defendant Senior's Counsel:** "Senior's Counsel" shall mean and refer to Kimberly Arouh, and the law firm of Buchanan Ingersoll & Rooney LLP, 600 West Broadway, Suite 1100, San Diego, California 92101.
- 12.16. **Execution Date:** The term "Execution Date" shall mean the date on which the last signature required to obtain full consent to this Agreement is obtained.
- 12.17. **Final Approval:** "Final Approval" shall mean the entry by the Court of the Order Granting Final Approval, and either the failure of any party to timely seek a reversal of such Order by Objection, appeal, writ, or any other procedural device, or the failure, overruling, or denial of any such Objection, appeal, writ, or any other procedural device challenging the Order Granting Final Approval and the occurrence of Final Judgment, as defined in Paragraph 12.19 of this Agreement.
- 12.18. **Final Fairness Hearing:** The "Final Fairness Hearing" will be a hearing set by the Court where, among other things, the Court, in its discretion, will provide an opportunity for any Class Member who wishes to object to the fairness, reasonableness or adequacy of the Settlement an opportunity to be heard, provided that the Class Member complies with the requirements for objecting to the Settlement as set out in Paragraph 23. The date of the Final Fairness Hearing shall be set by the Court and communicated to the Settlement Class in a Court-approved Settlement Notice under Federal Rule of Civil Procedure 23(c)(2).
- 12.19. **Final Judgment:** "Final Judgment" shall mean the earliest date on which all of the following events shall have occurred: the Settlement is approved in all respects by the Court in this case as required by Fed R. Civ. P. 23(e); the Court enters a Judgment that terminates this action as to all Parties and satisfies the requirements of Fed. R. Civ. P. 58; and the time for appeal of the Court's approval of this Settlement and entry of the Final Order and Judgment under Fed. R. App. P. 4 has expired or, if appealed, approval of this Settlement has been affirmed by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further review (Fed. R. App. P. 40) or appeal (U.S. Sup. Ct. R. 13) or the appeal is voluntarily dismissed. (Fed. R. App. P. 42).
- 12.20. **Notice:** "Notice" shall mean the communication, in a form substantially similar to the one attached hereto as Exhibit 3, through which Class Members are notified of their rights with respect to this Agreement in accordance with Paragraph 22 of this Agreement.

- 12.21. **Notice Plan:** “Notice Plan” shall mean the plan for distribution of the Notice, in a form substantially similar to the one attached hereto as Exhibit 4, including direct mail and publication, as appropriate, which is subject to the approval of the Court as provided in Paragraph 21 of this Agreement.
- 12.22. **Objection:** “Objection” shall have the meaning ascribed to that term by Paragraph 23 of this Agreement.
- 12.23. **Order Granting Final Approval:** The “Order Granting Final Approval” shall mean and refer to the order entered by the Court approving, among other things, the terms and conditions of this Agreement, including the manner and timing of providing Notice, and certifying the Settlement Classes.
- 12.24. **Order Granting Preliminary Approval:** “Order Granting Preliminary Approval” shall mean and refer to the order entered by the Court conditionally approving the terms and conditions of this Agreement, including among other things, the conditional certification of the proposed classes, the manner and timing of providing Notice, the time period for opting out and filing objections, and the date of the Final Fairness Hearing. The Parties will submit to the Court a proposed Order Granting Preliminary Approval in the form attached hereto as Exhibit 1.
- 12.25. **Parties:** “Parties” shall mean and refer to Defendants, Third-Party Defendants and Plaintiffs and the Settlement Class. To the extent that Defendants, Third-Party Defendants and Plaintiffs or the Settlement Classes discharge any of their obligations under this Agreement through agents, the actions of those agents shall be considered the actions of their respective principal that is one of the Parties.
- 12.26. **Preliminary Approval:** “Preliminary Approval” shall mean and refer to the entry by the Court of the Order Granting Preliminary Approval.
- 12.27. **Settlement:** Shall mean the settlement of the Action as between Defendants, Third-Party Defendants and Plaintiffs and the Settlement Classes, which is provided for by this Agreement.
- 12.28. **Settlement Class or Settlement Classes:** Shall mean and refer to those individuals as set forth in Paragraph 31, and related subparagraphs, set forth below.
- 12.29. **Settlement Fund:** “Settlement Fund” shall mean the fund in the total amount of Three Million Five Hundred Thousand United States Dollars (U.S. \$3,500,000.00) which is provided for in Paragraph 19, and related subparagraphs, set forth below in this Agreement.
- 12.30. **The Greenfield/Starlight Third-Party Defendants:** shall mean and refer to Greenfield MHP Associates, L.P.; Kort & Scott Financial Group, LLC;

Tustin Ranch Partners, Inc.; Sierra Corporate Management, Inc.; Starlight MHP, LLC and their present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.

- 12.31. **The Villa Cajon Third-Party Defendants:** shall mean and refer to Villa Cajon MHC, L.P.; KMC CA Management, LLC; and Kingsley Management Corp., and their present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.
- 12.32. **Third-Party Complaint:** shall mean and refer to those third-party claims asserted in the *Cox I* Action against the Third-Party Defendants by Ametek, Senior, and Deeney, for Indemnity, Equitable Contribution, and Declaratory Relief.
- 12.33. **Third-Party Defendants:** shall mean and refer to the Greenfield/Starlight Third-Party Defendants and the Villa Cajon Third-Party Defendants unless otherwise specified.
- 12.34. **Third-Party Defendants' Counsel:** shall mean and refer to Theresa H. Lazorsiak of Cooksey, Toolen, Gage, Duffy & Woog, 535 Anton Boulevard, Tenth Floor, Costa Mesa, California 92626-1977, for the Greenfield/Starlight Third-Party Defendants; and Robert M. Juskie of Wingert Grebing Brubaker & Juskie LLP, One America Plaza, Suite 1200, 600 West Broadway, San Diego, California 92101, for the Villa Cajon Third-Party Defendants.

### **REPRESENTATIONS AND WARRANTIES**

13. Plaintiffs and Class Counsel represent that they have all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action, and that this Agreement has been duly and validly executed as aforesaid and delivered by Plaintiffs and constitutes their legal, valid and binding obligation.

14. Ametek represents that it has all the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, that the execution, delivery and performance of this Agreement has been duly authorized

by all necessary corporate action, and that this Agreement has been duly and validly executed as aforesaid and delivered by Ametek and constitutes their legal, valid and binding obligation.

15. Deeney represents that he has all the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, that the execution, delivery and performance of this Agreement has been duly authorized, and that this Agreement has been duly and validly executed as aforesaid and delivered by Deeney and constitutes his legal, valid and binding obligation.

16. Senior represents that it has all the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and that this Agreement has been duly and validly executed as aforesaid and delivered by Senior and constitutes their legal, valid and binding obligation.

17. The Third-Party Defendants each represent that they have all the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and that this Agreement has been duly and validly executed as aforesaid and delivered by each of the Third-Party Defendants and constitutes each of their legal, valid and binding obligation.

### **CERTIFICATION FOR SETTLEMENT PURPOSES**

18. For the sole purpose of effectuating this Settlement, the Parties agree jointly to request that the Court certify Settlement Classes consisting of:

18.1. Medical Consultation Program Subclass:

18.1.1. Every person who resided in the following mobile home parks for 1 or more calendar years from January 1, 1963 through Preliminary Approval:

18.1.1.1. Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, California 92021

18.1.1.2. Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, California 92021

18.1.1.3. Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

18.2. Mobile Home Coach Sampling/Mitigation Program Subclass:

18.2.1. Every person who as of Preliminary Approval owns a mobile home coach in the following mobile home parks:



18.2.1.1. Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, California 92021

18.2.1.2. Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, California 92021

18.2.1.3. Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

- 18.3. The Settlement Classes shall not include any individual who has independently settled or resolved any claims related to exposure to contaminants emanating from the Former Ametek Facility or the Site with any Defendant or Third-Party Defendant in the Action, and/or any of said Defendants' or Third-Party Defendant's present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.

### **MONETARY CONSIDERATION**

19. In exchange for the releases and other consideration in this Agreement, Defendants and Third-Party Defendants agree to provide the following relief, including Three Million Five Hundred Thousand United States Dollars and No Cents (\$3,500,000.00) (the "Settlement Fund") to the Settlement Classes as follows:

- 19.1. Ametek (on its own behalf and on behalf of Deeney), within seven (7) calendar days after Final Approval by the Court in the *Trujillo* Action and this *Cox I* Action, and full and final execution of the settlement agreements in the *Greenfield* Action and the *Cox II* Action will pay Plaintiffs the sum of Two Million Five Hundred Forty Thousand United States Dollars and No Cents (\$2,540,000.00) (the "Ametek Payment") as follows:

19.1.1. From the Ametek Payment described in Paragraph 19.1, Ametek shall deposit Five Hundred Forty Thousand United States Dollars (\$540,000.00) ("Medical Consultation Fund") in a qualified settlement fund, maintained and controlled by the mutually agreed upon Claims Administrator, whose fees and expenses shall be paid in accordance with Section 20 from the Settlement Fund and considered a cost of administration of the Settlement Fund.

19.1.1.1. The Medical Consultation Fund described in Paragraph 19.1.1 shall be used to pay for medical

consultation, as well as fees and costs, consistent with this Agreement.

19.1.2. From the Ametek Payment described in Paragraph 19.1, Ametek shall deposit Two Million United States Dollars (\$2,000,000.00) (“Remediation/Mitigation Fund”) into an account held in the name of Ametek, Inc., and specifically intended for use solely for costs related to the monitoring, remediation and/or mitigation activities related to the plume originating from the Former Ametek Facility or Site. Ametek further agrees that Remediation/Mitigation Fund, as described in this Paragraph, shall be used exclusively for costs related to the monitoring, remediation and/or mitigation activities related to the plume originating from the Former Ametek Facility or Site, in accordance with and pursuant to directed or agreed response actions from the Regional Water Quality Control Board, the Department of Toxic Substance Control, and/or any other regulatory or governmental agency (collectively “governing agency”) charged with and responsible for oversight of remediation/mitigation of the plume originating from the Former Ametek Facility or Site. Nothing in this Agreement is intended to or shall prevent Ametek from using the Remediation/Mitigation Fund for purposes of performing any monitoring, remediation, or mitigation activities regarding the plume, even if such activities do not occur on any of the MHP’s properties.

19.1.2.1. Class Counsel shall have the right, upon reasonable notice of a minimum of thirty (30) days, to one annual accounting of the expenditure of the Remediation/Mitigation Fund, and Ametek shall provide documentation establishing that the Remediation/Mitigation Fund has been expended in accordance with Paragraph 19.1.2. In conjunction with the accounting, Ametek shall provide a verification by an authorized employee or representative confirming that the accounting is true and correct, and accurately reflects the expenditure of funds from the account described in Paragraph 19.1.2 solely for monitoring, remediation and/or mitigation activities related to the plume originating from the Former Ametek Facility or Site to the best of Ametek’s knowledge.

19.2. Senior, within seven (7) calendar days after Final Approval by the Court in the *Trujillo* Action and this *Cox I* Action, and full and final execution of the addenda to the settlement agreement in the *Greenfield* Action and the

settlement agreement in the *Cox II* Action, will pay Plaintiffs the sum of Seven Hundred Forty Thousand United States Dollars and No Cents (\$740,000.00) (the “Senior Payment”), to be deposited into a qualified settlement fund, maintained and controlled by the mutually agreed upon Claims Administrator, whose fees and expenses shall be paid in accordance with Section 20 and considered a cost of administration of the Settlement Fund.

19.2.1. The Senior Payment shall be deposited into the Medical Consultation Fund, along with the portion of the Ametek Payment so designated, and handled in a consistent manner, as well as to pay for fees and costs, consistent with this Agreement. Senior shall not pay any additional consideration under this Agreement relating to class notice, class administration or other fees and expenses. The \$740,000.00 payment is its total contribution to resolve this matter.

19.3. The Greenfield/Starlight Third-Party Defendants, within seven (7) calendar days after Final Approval by the Court in the *Trujillo* Action and this *Cox I* Action, and full and final execution of the settlement agreements in the *Greenfield* Action and the *Cox II* Action, will pay Plaintiffs the sum of One Hundred Twenty Thousand United States Dollars and No Cents (\$120,000.00) (the “Greenfield/Starlight Payment”), to be deposited into a qualified settlement fund, maintained and controlled by the mutually agreed upon Claims Administrator, whose fees and expenses shall be paid in accordance with Section 20 and considered a cost of administration of the Settlement Fund.

19.3.1. The Greenfield/Starlight Payment shall be deposited into the Medical Consultation Fund, along with the portion of the Ametek Payment so designated, and handled in a consistent manner, as well as to pay for fees and costs, consistent with this Agreement. The Greenfield/Starlight Third-Party Defendants shall not pay any additional consideration under this Agreement relating to class notice, class administration or other fees and expenses. The \$120,000.00 payment is their total contribution to resolve this matter.

19.4. The Villa Cajon Third-Party Defendants, within seven (7) calendar days after Final Approval by the Court in the *Trujillo* Action and this *Cox I* Action, and full and final execution of the settlement agreements in the *Greenfield* Action and the *Cox II* Action, will pay Plaintiffs the sum of One Hundred Thousand United States Dollars and No Cents (\$100,000.00) (the “Villa Cajon Payment”), to be deposited into a qualified settlement fund, maintained and controlled by the mutually agreed upon Claims Administrator, whose fees and expenses shall be paid

in accordance with Section 20 and considered a cost of administration of the Settlement Fund.

19.4.1. The Villa Cajon Payment shall be deposited into the Medical Consultation Fund, along with the portion of the Ametek Payment so designated, and handled in a consistent manner, as well as to pay for fees and costs, consistent with this Agreement. The Villa Cajon Third-Party Defendants shall not pay any additional consideration under this Agreement relating to class notice, class administration or other fees and expenses. The \$100,000.00 payment is their total contribution to resolve this matter.

19.5. **Tax Treatment of Settlement Fund.** Neither Defendants, Third-Party Defendants, nor anyone acting at their direction or on their behalf, shall withhold any portion of any monetary payments either to Plaintiffs or for their benefit for any tax purposes. Plaintiffs and Class Counsel are each solely responsible for the payment of, and therefore promise to assess, determine, and/or pay, any and all taxes, penalties, interest or other costs that may be assessed against them, individually or collectively, in connection with their respective direct or indirect receipt of any monetary payments under this Agreement. Neither Defendants, Third-Party Defendants, nor anyone acting at their direction or on their behalf, shall have any duty to defend or indemnify Plaintiffs, Class Counsel, nor an Administrator against any tax claim or assessment associated with any payment made directly or indirectly under this Agreement. Plaintiffs and Class Counsel shall have a duty to defend or indemnify Defendants and Third-Party Defendants, and all others acting at their direction or on their behalf, with respect to any tax claim or assessment associated with any payment made directly or indirectly under this Agreement.

## **ADMINISTRATION**

20. **Selection of Settlement Administrator** - Within thirty (30) calendar days following execution of this Agreement, Plaintiffs will retain, subject to prior written approval by Defendants and Third-Party Defendants, a settlement claims administrator to administer the proposed settlement including creation and distribution of the Notice specified in Paragraphs 12.20, 12.21 and 22 and payment of all Medical Consultation claims. Any and all of the Settlement Administrator's fees and expenses which are reasonably required for administration of the Settlement with respect to Medical Consultation claims shall be paid out of the Medical Consultation Fund portion of the Settlement Fund consistent with this Agreement. The Settlement Administrator will not be responsible for administering, nor have authority to administer funds from the Remediation/Mitigation Fund. Defendants and Defendants' Counsel and Third-Party Defendants and Third-Party Defendants' Counsel shall have no liability whatsoever for any acts or omissions of the Claims Administrator or Class Counsel or the administration of the Settlement or Medical Consultation procedures. None of the Settlement

Administrator's fees, expenses, or other costs shall be paid from the portion of the Settlement Fund designated as the Remediation/Mitigation Fund.

### **APPROVAL AND NOTICE**

21. **Preliminary Approval.** Within fourteen (14) calendar days after the Execution Date this Agreement, Plaintiffs shall submit to the Court a motion substantially in the form of Exhibit 2 to this Agreement seeking certification, for settlement purposes only, of the Settlement Classes; Preliminary Approval of the Settlement; approval of the form of Notice (attached as Exhibit 3 to this Agreement) and the Notice Plan (attached as Exhibit 4 to this Agreement); and appointment of Class Counsel.

22. **Notice.** Notice of the Settlement shall be given as soon as practicable after entry of the Order Granting Preliminary Approval, provided however that the notice process shall commence no later than thirty (30) calendar days following the entry of such Order. Unless otherwise ordered by the Court, summary notice shall be provided by the Settlement Administrator to the Settlement Class by first-class U.S. mail where available and by publication elsewhere, to meet the requirements of Rule 23, incorporate the elements suggested by the Federal Judicial Center and describe the aggregate amount of the Settlement Fund and the plan for allocation as specified in Exhibit 3 to this Agreement. Plaintiffs, Defendants and Third-Party Defendants agree to the form and content of the Notices attached as Exhibit 3.

23. **Objections to Settlement.** Any Class Member who wishes to object to the Settlement or an award of fees or expenses to Class Counsel must file with the Clerk of the Court, with service on all Parties in accordance with Fed. R. Civ. P. 5, a written and signed statement, designated "Objection." Service on the Court and all Parties must be completed by the date designated in the Notice.

23.1. All Objections must certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to object on behalf of the Class Member and provide an affidavit or other proof of the Class Member's standing; must provide the name, address, telephone and facsimile number and email address (if available) of the filer and the Class Member; the name, address, telephone and facsimile number and email address (if available) of any counsel representing the Class Member; must state all objections asserted by the Class Member and the specific reason(s) for each objection, and include all legal support and evidence the Class Member wishes to bring to the Court's attention; must indicate if the Class Member wishes to appear at the Final Fairness Hearing; and, identify all witnesses the Class Member may call to testify.

23.2. Class Members may object either on their own or through any attorney hired at their own expense. If a Class Member is represented by counsel, the attorney must: file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for the filing of Objections and serve all Parties in accordance with Fed. R. Civ. P. 5 within the same time period.

23.3. Any Class Member who fully complies with the provisions of paragraphs 23 through 23.2 may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or the award of fees and costs to Class Counsel. Any Class Member who fails to comply with the provisions of paragraphs 23 through 23.2 shall waive and forfeit any and all rights and objections the Class Member may have asserted in this action, and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments with respect to the Settlement.

24. **Opt-outs.** Any Class Member who wishes to opt out of the Settlement must file with the Settlement Administrator, with service on all Parties in accordance with Fed. R. Civ. P. 5, a written and signed statement, entitled "Request for Exclusion." Service on the Settlement Administrator and all Parties must be completed by the date designated for that purpose in the Notice.

24.1. The Request for Exclusion must certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to exclude the Class Member from the Settlement and provide an affidavit or other proof of the Class Member's standing; must provide the filer's name, address, telephone and facsimile number and email address (if available); include the Class Member's name, address, telephone number, and e-mail address (if available) and be received by the Court no later than the date designated for such purpose in the Notice.

24.2. No later than ten (10) calendar days after the close of the deadline for filing Requests for Exclusion, Class Counsel shall file and serve a declaration identifying all individuals who have made a timely and valid request for exclusion.

24.3. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and will be deemed to have waived any rights or benefits under this Settlement Agreement.

24.4. If more than three percent (3%) of the potential Class Members timely file written Requests for Exclusion from the Settlement Class, then Defendants and Third-Party Defendants, at their option, may terminate this Agreement by providing notice of termination to Class Counsel and the Court in writing within fourteen (14) calendar days after service of Class Counsel's declaration described in paragraph 24.2 above.

25. **Entry of Order of Final Approval.** At the time the Court considers the Order Granting Preliminary Approval, the Parties will request that the Court set the Final Fairness Hearing to take place approximately one hundred and fifty (150) calendar days after Notice is mailed pursuant to paragraph 22 above. At the Final Fairness Hearing, the Parties will request that the Court, among other things: (a) enter an Order Granting Final Approval in accordance with this Agreement; (b) conclusively certify the Settlement Class; (c) approve the Settlement Agreement as final, fair, reasonable, adequate and binding on all Class Members; and (d)

permanently enjoin any Class Member who has not opted out from bringing any proceeding in any court. In addition, prior to the Final Fairness Hearing, Class Counsel shall petition the Court for an award of attorneys' fees, to be paid from the portion of the Settlement Fund not designated as the Remediation/Mitigation Fund, in an amount not to exceed 25% of the gross amount awarded to the Settlement Class plus costs and expenses. Plaintiffs shall also petition the Court for incentive awards of up to \$2,500.00 per representative named Plaintiff, to be paid from the Medical Consultation Fund described herein. Any such incentive award shall not be payable from the Remediation/Mitigation Fund, nor shall such award increase the obligation of Defendants or Third-Party Defendants to pay any amounts other than those specified in this Agreement.

**26. Effect of Failure of Approval.** In the event the Court fails to enter an Order Granting Final Approval in accordance with the terms of this Agreement, or there is a failure to finalize a settlement in any of the other Groundwater Actions, the Parties shall proceed as follows:

- 26.1. If the Court declines to enter the Order Granting Final Approval as provided for in this Agreement, the Action will resume unless within thirty (30) calendar days the Parties mutually agree in writing to: seek reconsideration or appellate review of the decision denying entry of the Order Granting Final Approval; or attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement.
- 26.2. If, for any reason: (a) the Settlement does not become subject to Final Approval of the Court; or (b) Final Approval is denied by the Court and thereafter the Parties either fail to timely seek reconsideration and/or appellate review or the Parties seek reconsideration and/or appellate review of the decision denying entry of the Order Granting Final Approval and such reconsideration and/or appellate review is denied; or (c) if the Action resumes pursuant to a notice issued in accordance with paragraph 24.4, or (d) there is a failure to finalize a settlement in any of the other Groundwater Actions, then this Agreement shall thereupon terminate; and (ii) no class will be deemed certified as a result of this Agreement, and the Action for all purposes will revert to its status as of September 23, 2019.
- 26.3. If, pursuant to paragraph 26.2, the Action resumes and reverts to its status as of September 23, 2019, neither Defendants nor Third-Party Defendants will be deemed to have consented to certification of any class, and each and all will retain all rights as of September 23, 2019, including the rights to complete discovery, file dispositive motions, prepare for trial, oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement is not approved by the Court or does not become subject to Final Approval, then the participation in the Settlement by any Plaintiff or Class Member cannot be raised as a defense to their claims.

26.4. It shall not be deemed a failure to enter the Order Granting Final Approval for the Court to deny, all or in part, the attorneys' fees and cost award requested by Class Counsel. In such case, this Agreement shall be deemed valid and enforceable, notwithstanding the Court's order awarding less than the requested amount of attorneys' fees and costs. However, Class Counsel shall retain all rights of appellate review to such an order without affecting the finality of any award to the Settlement Class.

**27. Effect of Failure of Order Granting Final Approval to Become a Final Judgment.** In the event the Order Granting Final Approval does not become a Final Judgment because an appeal is taken of the Order Granting Final Approval, the Parties shall proceed as follows:

27.1. In the event the Order Granting Final Approval does not become a Final Judgment because an appeal is taken of the Order Granting Final Approval and the Order Granting Final Approval is reversed by the appellate court, the Action will resume upon final remand unless within thirty (30) calendar days of the appellate court ruling, or other date set by the court, the Parties mutually agree in writing to: seek further reconsideration or appellate review of the appellate decision reversing the Order Granting Final Approval; or attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement. If the Action resumes after the expiration of thirty (30) calendar days of the appellate court remanding the matter, or other date set by the court, then no class will be deemed certified as a result of this Agreement, and the Action for all purposes will revert to its status as of September 23, 2019.

27.2. If, for any reason, the Settlement does not become subject to Final Judgment, then no class will be deemed certified as a result of this Agreement, and the Action for all purposes will revert to its status as of September 23, 2019. In such event, none of the Defendants or Third-Party Defendants will be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement does not become subject to Final Judgment, then the participation in the Settlement by any Plaintiff or Class Member cannot be raised as a defense to any claims against Defendants or Third-Party Defendants.

### **DISTRIBUTIONS**

**28. Notice and Administration.** All costs of notice and administration of the Settlement shall be paid from the portion of the Settlement Fund not designated for Remediation/Mitigation Fund subject to and in accordance with the provisions of Paragraph 19, and related subparagraphs.



29. **Attorneys' Fees and Costs.** Any award of attorneys' fees, expenses, costs or incentive awards, under the Order Granting Final Approval or such other order of the Court, shall be paid by the Claims Administrator to Class Counsel from the portion of the Settlement Fund not designated as the Remediation/Mitigation Fund, upon production to the Claims Administrator of a copy of the Order.

30. **Claims Procedure and Claims Period.** To make a claim against the Settlement Fund designated for Medical Consultation, Class Members will be required to submit a completed Claim Form to the Settlement Administrator that provides that the person submitting the Claim Form is authorized to submit a claim on behalf of a Class Member, provides the Class Member's name, address, telephone and facsimile number, email address (if available), and all additional information as set forth in Sections 31.1.2 and 31.2.2; and provides fully and completely, all other information required by the Notice. Class Members will be allowed to submit Claim Forms up to the date specified for such purpose in the Notice. Claim Forms for each subclass identified in Paragraph 18 must be submitted separately. Class Counsel will, in its sole discretion, confirm the validity of each Claim Form and confirm that it provides the required information.

31. **Submission and Payment of Claims**

31.1. **Medical Consultation Subclass (Subclass 1)**

31.1.1. The Medical Consultation Fund portion of the Settlement Fund, which shall consist of the payments described in Paragraphs 19.1.1, 19.2, 19.3 and 19.4, shall be used to pay for medical consultation expenses for Plaintiffs and Class Members of Subclass 1, as well as costs consistent with the Medical Consultation Program outlined in this Agreement.

31.1.2. In order to substantiate a claim with the Claims Administrator, Class Members of Subclass 1 shall be required to provide a Claim Form consistent with Section 30, and including their full names, dates of birth, social security numbers (if available), dates of residence at the subject MHP, and unit number within the subject MHP during residency. If necessary to verify a claim once a Class Member's identifying information is provided, the Class Member's residence at the subject MHP in a unit included within the class definition set forth in Section 18.1 may be verified by Class Counsel or the Administrator at their discretion. If no independent verification can be made by Class Counsel or the Administrator, then the Class Member may be required to provide two forms of documentation of residence within an included unit consistent with Section 18.1, including but not limited to tax forms, deeds, billing statements, rental or lease agreements, etc., in order to substantiate a claim.

- 31.1.2.1. **Class Members of Subclass 1 who fail to submit a Claim Form on or before the date which falls two (2) years after Final Approval shall not be eligible to participate in the Medical Consultation program thereafter.**
- 31.1.3. Once class status is verified, the verified Class Member shall be eligible to receive the class benefit of Medical Consultation as follows:
- 31.1.3.1. Each verified Class Member shall be eligible for one (1) medical consultation with a doctor selected by Class Counsel to receive any or all of the following procedures, pursuant to the advice of the selected physician and based on the verified Class Member's own discretion for the same, intended to screen for medical conditions including those potentially associated with exposure to Trichloroethylene ("TCE") in very high concentrations (far exceeding any of the indoor air concentrations of TCE ever detected in any residence or building at the MHPs), including kidney cancer, liver cancer, and hematolymphatic cancer:
- history and physical examination by board-certified physician
  - blood chemistry, blood count and microscopy urinalysis
  - CT scan of kidney (in a follow-up appointment, if determined necessary)
  - liver ultrasound or MRI (in a follow-up appointment, if determined necessary)
- 31.1.4. The costs of the medical consultation outlined in Paragraph 31.1.3.1 shall be billed by the physician to the Claims Administrator, and shall be paid by the Claims Administrator from the Medical Consultation Fund portion of the Settlement Fund.
- 31.1.5. Any medical consultation available to verified Class Members shall be completed on or before the date which falls four (4) years after Final Approval. Medical consultation visits shall be available to certified Class Members during the four year

eligibility period, or until the Medical Consultation Fund is exhausted, whichever occurs first. On the date which falls four (4) years and six (6) months after Final Approval, any remaining moneys in the Medical Consultation Fund held by the Claims Administrator shall revert to the designated account identified in Paragraph 19.1.2 and become part of the Remediation/Mitigation Fund.

**31.2. Sampling/Mitigation Program Subclass (Subclass 2)**

31.2.1. The Remediation/Mitigation Fund portion of the Settlement Fund, as described in Paragraph 19.1.2, shall be used to pay for plume monitoring, remediation, or mitigation, including but not limited to the installation of approved mitigation systems on mobile home coaches owned by Plaintiffs and Class Members of Subclass 2 within the definition set forth in Section 18.2 (the “Sampling/Mitigation Program”), as well as related fees and costs for such implementation consistent with this Agreement.

31.2.2. In order to substantiate a Remediation/Mitigation Fund claim under this section, Class Members of Subclass 2 shall be required to provide Ametek, or its designated agent, with a request that includes full names of all residence occupants, dates of birth, and unit number of the mobile home coach owned within the subject MHP. Once a Class Member’s identifying information is provided, the Class Member’s ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 may be verified with the current management of the relevant MHP by Ametek. If no verification can be provided by MHP management, then the Class Member shall be required to provide Ametek with two forms of documentation of ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2, including but not limited to tax forms, deeds, etc.

31.2.2.1. **Class Members of Subclass 2 who fail to submit a Claim to Ametek within 365 days after Final Approval shall not be eligible to participate in the program thereafter.**

31.2.3. Once Subclass 2 status is verified, the verified Class Member shall be eligible to receive the Sampling/Mitigation Program benefit of two indoor air samples per year, approximately six months apart, for two years, and conducted in a manner consistent with and according to Department of Toxic Substance Control (DTSC)-approved sampling protocols, such as removal

of specified household chemicals. The results of such sampling, and any necessary confirmation sampling, shall be shared with the DTSC, or other appropriate regulatory or governmental agency, for review and to assess whether further sampling is needed and/or the installation of mitigation measures is appropriate and warranted. Where the installation of mitigation measures is determined to be necessary and appropriate by the DTSC, and upon request and approval from the DTSC, and unless otherwise ordered or advised by the DTSC, approved Subclass 2 Members shall be entitled to the Sampling/Mitigation Program benefit of installation of a mitigation system consisting of passive venting of the crawlspace beneath their mobile home coach. Passive crawlspace venting shall include the installation of replacement skirting materials comprised of lattice or meshing around the crawlspace area of the subject mobile home coach, or any similar materials approved by Ametek and the verified Class Member.

- 31.2.3.1. Any approved passive crawlspace venting pursuant to Paragraph 31.2.3 shall be installed by Ametek or an agent designated by Ametek. Neither Ametek nor Deeney shall be responsible for any claim for costs of any mitigation measures, including but not limited to passive crawlspace venting, that is not approved consistent with the terms of this Agreement or implemented by anyone not approved by Ametek or its designated agent.
- 31.2.3.2. The costs of the installation of the passive crawlspace venting outlined in Paragraph 31.2.3 shall be paid by Ametek, or its agent from the Remediation/Mitigation Fund portion of the Settlement Fund.
- 31.2.3.3. Installation of passive crawlspace venting consistent with Paragraph 31.2.3 shall not in any way waive or release additional or alternative mitigation measures for mobile home units at the subject MHPs, including those owned by Verified Class Members of Subclass 2, which are recommended and/or required by the Regional Water Quality Control Board, the DTSC, and/or any other regulatory or governmental agency (collectively “the governing agency”) charged with and responsible for oversight of response actions related to the contamination plume emanating from the Former Ametek Facility or the Site.

- 31.3. To the extent that any funds from the Remediation/Mitigation Fund remain in the accounts identified in Paragraphs 19.1.2 and 31.2.1 on the date which falls twenty (20) years after the Execution Date, such remaining funds shall be delivered by check payable to the Cajon Valley Union School District as the *cy pres* recipient selected by the Parties.

### **RELEASES**

32. **PLAINTIFF RELEASES:** In exchange for the consideration outlined in Paragraph 19, and its subsections, and otherwise set forth in this Agreement, Plaintiffs, and all Class Members, and their past, present and future heirs, spouses, parents, children, employees, officers, directors, subsidiaries, corporate parents, joint venturers, members, domestic and foreign corporations, divisions, affiliates, partners, stockholders, predecessors, successors, executors, administrators, agents, assigns, representatives, insurers, and attorneys (“Plaintiff Releasing Parties”), hereby irrevocably and unconditionally remise, release, acquit, absolve and forever discharge Defendants and Third-Party Defendants, and each of their past, present and future employees, officers, directors, subsidiaries, parents, joint ventures, members, domestic and foreign corporations, divisions, affiliates, partners, stockholders, agents, predecessors, successors, executors, administrators, assigns, representatives, insurers, heirs, estates, and attorneys, of and from any and all manner of actions, causes of action, in law or in equity, debts, contracts, charges, liens, complaints, claims, suits, damages, obligations, promises, agreements, controversies, losses, costs, judgments, or expenses (including attorneys’ fees and court costs), of any nature whatsoever, known or unknown, fixed or contingent, direct or derivative, subrogated or assigned, suspected or unsuspected, which the parties have or may have, or which the parties at any time, heretofore had or claimed to have, or which the parties at any time hereafter may have or claim to have, against one another by reason of any matter, cause, act, omission, or thing whatsoever from the beginning of time to the Final Approval of this Agreement arising from the Action, including unknown claims pursuant to California Civil Code §1542 as set forth in paragraphs 37 through 39 (the “Plaintiffs’ Released Claims”). This release shall not and does not include any actions, causes of action, in law or in equity, debts, contracts, charges, liens, complaints, claims, suits, damages, obligations, promises, agreements, controversies, losses, costs, judgments, or expenses related to or arising out of installation, maintenance or operation of mitigation systems described in Paragraph 31.2 or related to future unknown response actions required or approved by any governing agency or requested or implemented by Defendants. The Plaintiffs’ Released Claims shall include, without limitation, any and all claims which were set forth or which could have been set forth as part of the Action based on the facts outlined in the same (except for the obligations created by this Agreement), including without limitation any claim for or relating to any alleged violation of the Safe Drinking Water and Toxic Enforcement Act of 1986. In the event Plaintiffs or Class Counsel enter into, or have entered into, any agreement or amendment hereto which includes a waiver or release that is broader than that which is set forth herein, Defendants or Third-Party Defendants shall be entitled to, and the Parties hereby agree, that such broader waiver or release terms shall apply to Defendants or Third-Party Defendants with like force and effect as to Plaintiffs, Class Members, and Class Counsel.

33. **DEFENDANT RELEASES:** In exchange for the consideration outlined in Paragraph 19 and its subsections, and otherwise set forth in this Agreement, and except for the

obligations created by this Agreement, Defendants Ametek, Senior, and Deeney, and each of their past, present and future employees, officers, directors, subsidiaries, corporate parents, joint venturers, members, domestic and foreign corporations, divisions, affiliates, partners, stockholders, predecessors, successors, executors, administrators, agents, assigns, representatives, insurers, and attorneys (“Defendant Releasing Parties”), hereby irrevocably and unconditionally remise, release, acquit, absolve and forever discharge Plaintiffs and Third-Party Defendants, and each of their past, present and future heirs, spouses, parents, children, employees, officers, directors, subsidiaries, corporate parents, joint venturers, members, domestic and foreign corporations, divisions, affiliates, partners, stockholders, predecessors, successors, executors, administrators, agents, assigns, representatives, insurers, and attorneys, of and from any and all manner of actions, causes of action, in law or in equity, debts, contracts, charges, liens, complaints, claims, suits, damages, obligations, promises, agreements, controversies, losses, costs, judgments, or expenses (including attorneys’ fees and court costs), of any nature whatsoever, known or unknown, fixed or contingent, direct or derivative, subrogated or assigned, suspected or unsuspected, which the parties have or may have, or which the parties at any time, heretofore had or claimed to have, or which the parties at any time hereafter may have or claim to have, against one another by reason of any matter, cause, act, omission, or thing whatsoever from the beginning of time to the Final Approval of this Agreement arising from or related to the Action, including unknown claims pursuant to California Civil Code § 1542 as set forth in paragraph 37 through 39 (the “Defendants’ Released Claims”). The Defendants’ Released Claims shall include, without limitation, any and all claims which were set forth or which could have been set forth as part of the Action based on the facts outlined in the same.

34. **THIRD-PARTY DEFENDANT RELEASES:** In exchange for the consideration outlined in Paragraphs 19 and its subsections, and otherwise set forth in this Agreement, and except for the obligations created by this Agreement, Third-Party Defendants, and each of their past, present and future employees, officers, directors, subsidiaries, corporate parents, joint venturers, members, domestic and foreign corporations, divisions, affiliates, partners, stockholders, predecessors, successors, executors, administrators, agents, assigns, representatives, insurers, and attorneys (“Third-Party Defendant Releasing Parties”), hereby irrevocably and unconditionally remise, release, acquit, absolve and forever discharge Plaintiffs and Defendants, and each of their past, present and future heirs, spouses, parents, children, employees, officers, directors, subsidiaries, corporate parents, joint venturers, members, domestic and foreign corporations, divisions, affiliates, partners, stockholders, predecessors, successors, executors, administrators, agents, assigns, representatives, insurers, and attorneys, of and from any and all manner of actions, causes of action, in law or in equity, debts, contracts, charges, liens, complaints, claims, suits, damages, obligations, promises, agreements, controversies, losses, costs, judgments, or expenses (including attorneys’ fees and court costs), of any nature whatsoever, known or unknown, fixed or contingent, direct or derivative, subrogated or assigned, suspected or unsuspected, which the parties have or may have, or which the parties at any time, heretofore had or claimed to have, or which the parties at any time hereafter may have or claim to have, against one another by reason of any matter, cause, act, omission, or thing whatsoever from the beginning of time to the Final Approval of this Agreement arising from or related to the Action, including unknown claims pursuant to California Civil Code § 1542 as set forth in paragraph 37 through 39 (the “Third-Party Defendant Released Claims”). The Third-Party Defendant Released Claims shall include, without limitation, any and all claims which were set forth or which could have been set forth as part of the Action based on the facts outlined

in the same. For avoidance of doubt, this release is intended to be consistent with the releases set forth in the Settlement Agreement and Release in the *Greenfield* Action and includes but is not limited to any claims against any of Defendants under the Resource Conservation and Recovery Act (“RCRA”), found in Title 42 of the United States Code.

35. **LIMITATIONS ON RELEASES:** The releases set forth in Paragraphs 32 through 34, respectively, shall not and do not include any release or discharge of the following: Defenses, claims, cross-claims, counterclaims, third-party claims, actions, suits, complaints or otherwise by and between Defendants Ametek, Deeney, or Senior, and Third-Party Defendants for contribution and/or indemnity, or any similar claim or cause, for any future arising third-party actions, complaints, claims, suits, controversies, judgments, or otherwise, brought or pursued against Defendants Ametek, Deeney, Senior, or Third-Party Defendants that are related in whole or in part to the contamination plume originating from the Former Ametek Facility or the Site.

36. In accordance with the foregoing releases and the procedural requirements set forth in this Agreement, in the event that even after obtaining the court’s Final Approval and a Final Judgment any additional steps are needed to effectuate a full and complete dismissal of this Action, the Parties hereto agree to take all steps necessary to see that all pending litigation brought by or on behalf of any of the Plaintiff Releasing Parties and the Class Members, Defendants Ametek, Deeney, or Senior, or the Third-Party Defendants, shall be dismissed with prejudice as to each of Plaintiffs, Defendants, and Third-Party Defendants, with each party bearing their own costs. The Parties shall not be obligated to take such actions in the event Final Approval and Final Judgment are not achieved.

#### **RELEASE OF UNKNOWN CLAIMS.**

37. Except as specified in paragraphs 35 and 36, the Plaintiff Releasing Parties, the Defendant Releasing Parties, and the Third-Party Defendant Releasing Parties (collectively “Releasing Parties”) hereby each expressly and knowingly waive and relinquish any and all rights and benefits afforded by California Civil Code § 1542 (and under other statutes or common law principles of similar effect) which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

38. The Releasing Parties hereby also each expressly and knowingly waive other statutes or common law principles of similar effect. Releasing Parties acknowledge that each may hereafter discover facts different from, or in addition to, those which each now believes to be true with respect to their respective released claims, and each agrees that the foregoing release and waiver shall be and remain effective in all respects notwithstanding such different or additional facts or discovery thereof, and that this Agreement to this Settlement contemplates the extinguishment of all such released claims.

39. Plaintiffs and Class Counsel are unaware of any Class Members who have claimed personal injuries which are regularly or generally considered amongst medical professionals to be likely or potentially associated with exposure to the plume.

### **MISCELLANEOUS PROVISIONS**

40. **Continuing Jurisdiction.** The Parties will seek consent from the Honorable Larry A. Burns, Chief Judge of the U.S. District Court for the Southern District of California, or another sitting District Judge in the Southern District of California in the event Judge Burns is no longer available, to retain jurisdiction over the interpretation and implementation of this Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of the Agreement. If any party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.

41. **Cooperation Between the Parties.** The Parties shall cooperate fully with each other and shall use all reasonable efforts to obtain Court approval of the Settlement and all of its terms. The Parties shall provide all information reasonably necessary to assist Plaintiffs in the filing of any brief supporting approval of the Settlement. The Parties agree to recommend approval of and to support this Settlement Agreement to the Court and to use all reasonable efforts to give force and effect to its terms and conditions. Defendants shall state no preference nor take any position regarding the amount of fees or costs sought by Plaintiffs' counsel. Neither Plaintiffs, Class Counsel, Defendants, Defendants' agents, Defendants' Counsel, Third-Party Defendants, Third-Party Defendants' agents, nor Third-Party Defendants' Counsel shall in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Class Member to elect to opt out. Class Counsel, as defined herein, shall be solely responsible for any and all claims for fees, costs, reimbursement, or any compensation whatsoever by any attorneys who represented Plaintiffs or the Settlement Class or Classes at any time during this Action, whether or not formally appearing or associated with Class Counsel, including but not limited to any attorneys associated with the Gomez Trial Attorneys law firm, Baron & Budd, P.C., and/or the Dixon, Diab & Chamber firm. Class Counsel agrees to fully defend, indemnify, and hold harmless Defendants and Third-Party Defendants, and each of their officers and directors, employees, attorneys, representatives, agents, affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage or expense whatsoever (including, but not limited to, attorneys' fees) arising out of or related to any and all claims or demands for fees, costs, reimbursement, or any compensation arising from or related to this Action except as is expressly set forth in this Agreement.

42. **Entire Agreement.** No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement and the written settlement agreements of the other Groundwater Actions upon which this Settlement Agreement is contingent. This Agreement, along with the Exhibits referenced herein, constitute the entire agreement between the Parties with regard to the settlement of the Action, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.



43. **Modification of Agreement.** No waiver, modification or amendment of the terms of this Agreement, made before or after Final Approval, shall be valid or binding unless in writing, signed by Class Counsel and by duly authorized signatories of Defendants and Third-Party Defendants, and their respective counsel, and then only to the extent set forth in such written waiver, modification or amendment, and subject to any required Court approval.

44. **Construction of Agreement.** The Parties acknowledge as part of the execution hereof that this Agreement was reviewed and negotiated by their respective counsel and agree that the language of this Agreement shall not be presumptively construed against any of the Parties hereto. This Agreement shall be construed as having been drafted by all the Parties to it, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.

45. **Number and Gender.** Any reference in this Agreement to the singular includes the plural where appropriate and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

46. **Arm's Length Transaction.** The Parties have negotiated all the terms and conditions of this Agreement at arm's length.

47. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Classes and their respective heirs, successors and assigns. The individuals signing this Agreement on behalf of the respective Parties hereby represent and warrant that each such person has the power and authority to enter into this Agreement on behalf of each such Party, on whose behalf he or she has executed this Agreement, as well as the power and authority to bind such Party to this Agreement. Likewise, Class Counsel executing this Agreement represents and warrants that he has the authority to enter into this Agreement on behalf of Plaintiffs and the Settlement Class, and to bind Plaintiffs and the Settlement Class.

48. **Waiver.** Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

49. **Counterparts.** The Parties may execute this Agreement in counterparts and execution in one or more counterparts shall have the same force and effect as if all Parties had signed the same instrument.

50. **Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

51. **Electronic Signatures.** Any Party may execute this Agreement by having their respective duly authorized signatory sign their name on the designated signature block below, and transmitting that signature page electronically to counsel for all of the Parties. Any signature made and transmitted electronically for the purpose of executing this Agreement shall be deemed

an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting their signature electronically.

52. **Confidentiality.** The Parties shall keep confidential the content of the negotiations, points of discussion, documents, communications, and supporting data utilized or prepared in connection with the negotiations and settlement discussions taking place in this case, except as otherwise required by law.

53. **Exhibits.** Any exhibits hereto are incorporated by reference as if set forth herein verbatim, and the terms of any exhibits are expressly made a part of this Agreement.

54. **Notices to Parties.** Any notice or other communication which is required or permitted to be provided by this Agreement shall be delivered in writing by certified mail and email effective upon mailing, as follows:

To: AMETEK, Inc.  
1100 Cassatt Road  
Berwyn, PA 19312-1177  
Attn: General Counsel

With copies to:

Edward C. Walton  
ed.walton@procopio.com  
Sean M. Sullivan  
sean.sullivan@procopio.com  
Procopio, Cory, Hargreaves & Savitch LLP  
525 B Street, Suite 2200  
San Diego, California 92101

To: Thomas Deeney  
  
Michael Pietrykowski  
mpietrykowski@grsm.com  
Gordon & Rees Scully Mansukhani LLP  
111 Broadway, Suite 1700  
Oakland, CA 94607

To: Senior Operations LLC  
Amy Legenza  
VP – Financial Controller  
alegenza@seniorplcusa.com  
300 East Devon Avenue  
Bartlett, Illinois 60103

With copies to:

Kimberly Arouh  
Buchanan Ingersoll & Rooney LLP  
kimberly.arouh@bipc.com  
600 West Broadway, Suite 1100  
San Diego, CA 92101-3387

To: The Greenfield/Starlight Third-Party Defendants:

Theresa H. Lazorsiak  
Cooksey, Toolen, Gage, Duffy & Woog  
tlazorsiak@cookseylaw.com  
535 Anton Boulevard, Tenth Floor  
Costa Mesa, California 92626-1977

To: The Villa Cajon Third-Party Defendants:

Robert M. Juskie  
Wingert Grebing Brubaker & Juskie LLP  
rjuskie@wingertlaw.com  
One America Plaza, Suite 1200  
600 West Broadway  
San Diego, California 92101

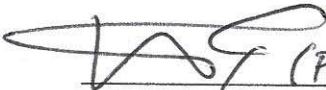
To: Plaintiffs, Class Counsel or the Settlement Class:

Scott Summy  
Baron & Budd, P.C.  
ssummy@baronbudd.com  
3102 Oak Lawn Avenue, Suite 1100  
Dallas, Texas, 75219-3605

55. **Governing Law.** This and all related agreements between the Parties and all actions arising out of them shall be governed by and construed in accordance with the laws of the State of California.

**Agreed To:**

Date: 28-FEB-2020

 (P.O.A. FOR ADAM COX)  
Adam Cox, by and through his durable power of attorney Victor Cox

Date: \_\_\_\_\_

\_\_\_\_\_  
Maria Overton

Kimberly Arouh  
Buchanan Ingersoll & Rooney LLP  
kimberly.arouh@bipc.com  
600 West Broadway, Suite 1100  
San Diego, CA 92101-3387

To: The Greenfield/Starlight Third-Party Defendants:

Theresa H. Lazorsiak  
Cooksey, Toolen, Gage, Duffy & Woog  
tlazorsiak@cookseylaw.com  
535 Anton Boulevard, Tenth Floor  
Costa Mesa, California 92626-1977

To: The Villa Cajon Third-Party Defendants:

Robert M. Juskie  
Wingert Grebing Brubaker & Juskie LLP  
rjuskie@wingertlaw.com  
One America Plaza, Suite 1200  
600 West Broadway  
San Diego, California 92101

To: Plaintiffs, Class Counsel or the Settlement Class:

Scott Summy  
Baron & Budd, P.C.  
ssummy@baronbudd.com  
3102 Oak Lawn Avenue, Suite 1100  
Dallas, Texas, 75219-3605

55. **Governing Law.** This and all related agreements between the Parties and all actions arising out of them shall be governed by and construed in accordance with the laws of the State of California.

**Agreed To:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Adam Cox, by and through his durable power of attorney Victor Cox

Date: Feb-28-2020  
\_\_\_\_\_

DocuSigned by:  
*Maria Overton* \_\_\_\_\_  
D782F7812362477...

Date: Mar-16-2020

DocuSigned by:  
*Jordan Gates*  
1301F4A797DF433...

Date: \_\_\_\_\_

AMETEK, Inc.

\_\_\_\_\_  
Robert S. Feit  
Senior Vice President and General Counsel

Date: \_\_\_\_\_

SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Deeney

Date: \_\_\_\_\_

GREENFIELD MHP ASSOCIATES, L.P.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name


\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Jordan Yates

Date: 2-6-20

AMETEK, Inc.

  
\_\_\_\_\_  
Robert S. Feit

Senior Vice President and General Counsel

Date: \_\_\_\_\_

SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Deeney

Date: \_\_\_\_\_

GREENFIELD MHP ASSOCIATES, L.P.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Jordan Yates

Date: \_\_\_\_\_

AMETEK, Inc.

\_\_\_\_\_  
Robert S. Feit  
Senior Vice President and General Counsel

Date: 2/7/2020

SENIOR OPERATIONS LLC

  
Signature

Amy Legenza  
Print Name

VP-Financial Controller & Treasurer  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Deeney

Date: \_\_\_\_\_

GREENFIELD MHP ASSOCIATES, L.P.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Jordan Yates

Date: \_\_\_\_\_

AMETEK, Inc.

\_\_\_\_\_  
Robert S. Feit  
Senior Vice President and General Counsel

Date: \_\_\_\_\_

SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: 2/10/20

  
\_\_\_\_\_  
Thomas Deeney

Date: \_\_\_\_\_

GREENFIELD MHP ASSOCIATES, L.P.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



Date: \_\_\_\_\_

\_\_\_\_\_  
Jordan Yates

Date: \_\_\_\_\_

AMETEK, Inc.

\_\_\_\_\_  
Robert S. Feit  
Senior Vice President and General Counsel

Date: \_\_\_\_\_

SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Deeney

Date: 2/19/2020  
\_\_\_\_\_

GREENFIELD MHP ASSOCIATES, L.P.

DocuSigned by:  
*Lee Kort*

\_\_\_\_\_  
Signature  
8BF093C9EC4C4DE...  
Lee Kort

\_\_\_\_\_  
Print Name  
Manager

\_\_\_\_\_  
Title

Date: 2/19/2020

KORT & SCOTT FINANCIAL GROUP, LLC

DocuSigned by:  
*Lee Kort*  
Signature  
8BF093C9EC4C4DE...

Lee Kort

Print Name

Manager

Title

Date: 2/19/2020

TUSTIN RANCH PARTNERS, INC.

DocuSigned by:  
*Lee Kort*  
Signature  
8BF093C9EC4C4DE...

Lee Kort

Print Name

Manager

Title

Date: 2/19/2020

SIERRA CORPORATE MANAGEMENT, INC.

*Areg Wilson*  
Signature

*Areg Wilson*  
Print Name

*President*

Title

Date: 2/19/2020

STARLIGHT MHP, LLC

DocuSigned by:  
*Lee Kort*  
Signature  
8BF093C9EC4C4DE...

Lee Kort

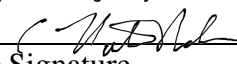
Print Name

Manager

Title

Date: Mar-03-2020

VILLA CAJON MHC, L.P.

DocuSigned by:  
  
Signature 07486...

Nate Nelson

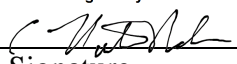
Print Name

Pres. Kinglsey Mgt. Corp, Mgr of KMC CA Mgt LP, Partner

Title

Date: Mar-03-2020

KMC CA MANAGEMENT, LLC

DocuSigned by:  
  
Signature 07486...

Nate Nelson

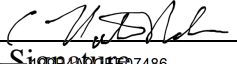
Print Name

Pres. Kinglsey Mgt. Corp,, Manager

Title

Date: Mar-03-2020

KINGSLEY MANAGEMENT CORP.

DocuSigned by:  
  
Signature 07486...

Nate Nelson

Print Name

President

Title

Approved as to Form:

BARON & BUDD, P.C.

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott Summy  
Attorney for Plaintiffs

Date: \_\_\_\_\_

VILLA CAJON MHC, L.P.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

KMC CA MANAGEMENT, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

KINGSLEY MANAGEMENT CORP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Approved as to Form:

Date: 3/17/2020

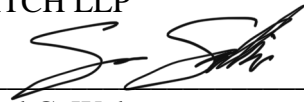
BARON & BUDD, P.C.

  
\_\_\_\_\_

Scott Summy  
John Fiske  
Attorney for Plaintiffs


PROCOPIO, CORY, HARGREAVES &  
SAVITCH LLP

Date: 3/18/20

  
\_\_\_\_\_  
Edward C. Walton  
Sean M. Sullivan  
Attorneys for Defendant AMETEK, Inc.

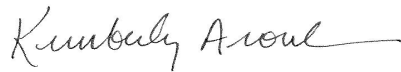
GORDON & REES SCULLY  
MANSUKHANI LLP

Date: 2/25/2020

  
\_\_\_\_\_  
Michael Pietrykowski  
Attorney for Defendant Thomas Deeney

BUCHANAN INGERSOLL & ROONEY,  
LLP

Date: 3/20/20

  
\_\_\_\_\_  
Kimberly Arouh  
Attorney for Defendant Senior Operations,  
LLC

WINGERT GREBING BRUBAKER &  
JUSKIE LLP

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Juskie  
Attorney for Third-Party Defendants Villa  
Cajon MHC, L.P.; KMC CA Management,  
LLC; and Kingsley Management Corp.

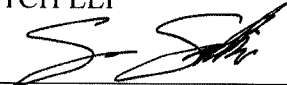
COOKSEY, TOOLLEN, GAGE, DUFFY &  
WOOG

Date: \_\_\_\_\_

\_\_\_\_\_  
Theresa H. Lazorisak  
Attorney for Third-Party Defendants  
Greenfield MHP Associates, L.P.; Kort &  
Scott Financial Group, LLC; Tustin Ranch  
Partners, Inc.; Sierra Corporate  
Management, Inc.; and Starlight MHP, LLC

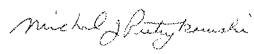
PROCOPIO, CORY, HARGREAVES &  
SAVITCH LLP

Date: 3/18/20

  
\_\_\_\_\_  
Edward C. Walton  
Sean M. Sullivan  
Attorneys for Defendant AMETEK, Inc.

GORDON & REES SCULLY  
MANSUKHANI LLP

Date: 2/25/2020

  
\_\_\_\_\_  
Michael Pietrykowski  
Attorney for Defendant Thomas Deeney


BUCHANAN INGERSOLL & ROONEY,  
LLP

Date: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Arouh  
Attorney for Defendant Senior Operations,  
LLC

WINGERT GREBING BRUBAKER &  
JUSKIE LLP

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Robert M. Juskie  
Attorney for Third-Party Defendants Villa  
Cajon MHC, L.P.; KMC CA Management,  
LLC; and Kingsley Management Corp.

COOKSEY, TOOLEN, GAGE, DUFFY &  
WOOG

Date: \_\_\_\_\_

\_\_\_\_\_  
Theresa H. Lazorisak  
Attorney for Third-Party Defendants  
Greenfield MHP Associates, L.P.; Kort &  
Scott Financial Group, LLC; Tustin Ranch  
Partners, Inc.; Sierra Corporate  
Management, Inc.; and Starlight MHP, LLC

PROCOPIO, CORY, HARGREAVES &  
SAVITCH LLP

Date: \_\_\_\_\_

\_\_\_\_\_  
Edward C. Walton  
Sean M. Sullivan  
Attorneys for Defendant AMETEK, Inc.

GORDON & REES SCULLY  
MANSUKHANI LLP

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Pietrykowski  
Attorney for Defendant Thomas Deeney

BUCHANAN INGERSOLL & ROONEY,  
LLP

Date: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Arouh  
Attorney for Defendant Senior Operations,  
LLC

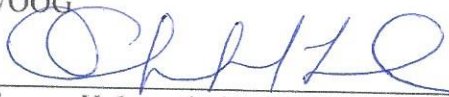
WINGERT GREBING BRUBAKER &  
JUSKIE LLP

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Juskie  
Attorney for Third-Party Defendants Villa  
Cajon MHC, L.P.; KMC CA Management,  
LLC; and Kingsley Management Corp.

COOKSEY, TOOLEN, GAGE, DUFFY &  
WOOG

Date: 3/20/2020

\_\_\_\_\_  
  
Theresa H. Lazorisak  
Attorney for Third-Party Defendants  
Greenfield MHP Associates, L.P.; Kort &  
Scott Financial Group, LLC; Tustin Ranch  
Partners, Inc.; Sierra Corporate  
Management, Inc.; and Starlight MHP, LLC

# **EXHIBIT 1**



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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

ADAM COX, individually, by and through his durable power of attorney, VICTOR COX, and on behalf of himself and others similarly situated; MARIA OVERTON, individually, and on behalf of herself and others similarly situated; JORDAN YATES, individually, and on behalf of himself and others similarly situated;

Plaintiffs,

v.

AMETEK, INC., a Delaware corporation; THOMAS DEENEY, individually; SENIOR OPERATIONS LLC, a limited liability company; and DOES 1 through 100, inclusive,

Defendants.

SENIOR OPERATIONS, LLC, a Delaware limited liability company,

Third-Party Plaintiff,

v.

GREENFIELD MHP ASSOCIATES, L.P., a California limited partnership; KORT & SCOTT FINANCIAL GROUP, LLC, a California limited liability company;

Case No.: 3:17-cv-00597-GPC-AGS

**ORDER GRANTING UNOPPOSED MOTION FOR ORDER (1) GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, (2) CERTIFYING SETTLEMENT CLASS, (3) APPOINTING CLASS REPRESENTATIVES AND CLASS COUNSEL, (4) APPROVING NOTICE PLAN, AND (5) SETTING FINAL APPROVAL HEARING**

1 TUSTIN RANCH PARTNERS, INC., a  
2 California corporation; SIERRA  
3 CORPORATE MANAGEMENT, INC., a  
4 California corporation; VILLA CAJON  
5 MHC, L.P., a Utah limited partnership;  
6 KMC CA MANAGEMENT, LLC, a Utah  
7 limited liability company; KINGSLEY  
8 MANAGEMENT CORP., a Utah  
9 corporation; STARLIGHT MHP, LLC, is a  
10 California limited liability company; and  
11 ROES 101-200, inclusive,

12 Third-Party Defendants.

13 AMETEK, INC., a Delaware corporation;  
14 THOMAS DEENEY, individually;

15 Third-Party Plaintiff,

16 v.

17 GREENFIELD MHP ASSOCIATES, L.P.,  
18 a California limited partnership; KORT &  
19 SCOTT FINANCIAL GROUP, LLC, a  
20 California limited liability company;  
21 TUSTIN RANCH PARTNERS, INC., a  
22 California corporation; SIERRA  
23 CORPORATE MANAGEMENT, INC., a  
24 California corporation; VILLA CAJON  
25 MHC, L.P., a Utah limited partnership;  
26 KMC CA MANAGEMENT, LLC, a Utah  
27 limited liability company; KINGSLEY  
28 MANAGEMENT CORP., a Utah  
corporation; STARLIGHT MHP, LLC, is a  
California limited liability company; and  
ROES 101-200, inclusive,

Third-Party Defendants.

1 On \_\_\_\_\_ (month) \_\_\_\_\_ (day), 2020, this Court heard Plaintiffs  
2 Adam Cox, Maria Overton and Jordan Yates’ (“Plaintiff”) motion for preliminary  
3 approval of class settlement and provisional settlement class certification under Rule 23  
4 of the Federal Rules of Civil Procedure. This Court reviewed the motion, including the  
5 Settlement Agreement and Release (“Settlement Agreement”). Based on this review  
6 and the findings below, the Court found good cause to grant the motion.<sup>1</sup>

7 **FINDINGS:**

8 1. The Settlement Agreement appears to be the product of serious, informed,  
9 non-collusive negotiations and fall within the range of possible approval as fair,  
10 reasonable and adequate. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,  
11 1079 (N.D. Cal. 2007) (granting preliminary approval where the settlement “appears to  
12 be the product of serious, informed, non-collusive negotiations, has no obvious  
13 deficiencies, does not improperly grant preferential treatment to class representatives or  
14 segments of the class, and falls within the range of possible approval”).

15 2. The Full Notice, U.S. Mail Notice, Email Notice, Publication Notices, and  
16 Claim Form (attached to the Settlement Agreement), and their manner of transmission,  
17 comply with Rule 23 and due process because the notices and forms are reasonably  
18 calculated to adequately apprise class members of (i) the pending lawsuit, (ii) the  
19 proposed settlement, and (iii) their rights, including the right to either participate in the  
20 settlement, exclude themselves from the settlement, or object to the settlement.

21 **IT IS ORDERED THAT:**

22 1. **Settlement Approval.** The Settlement Agreement, including the Full  
23 Notice, U.S. Mail Notice, Email Notice, Publication Notices, and Claim Form are  
24 preliminarily approved.

25  
26 \_\_\_\_\_  
27  
28 <sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1           2.     **Provision of Class Notice.** Class Members shall be notified of the  
2 settlement in the manner specified under Section 22 of the Settlement Agreement.

3           3.     **Claim for Settlement Benefits.** Class Members who want to receive  
4 settlement benefits under the Settlement Agreement must accurately complete and  
5 deliver a Claim Form to the Claims Administrator consistent with Section 30 of the  
6 Settlement Agreement, and in no event later than two years after entry Final Approval in  
7 this matter by the Court, as set forth in Section 25 of the Settlement Agreement.

8           4.     **Objection to Settlement.** Class Members who have not submitted a  
9 timely written exclusion request pursuant to paragraph 6 below and who want to object  
10 to the Settlement Agreement must deliver a written objection to the Claims  
11 Administrator no later than thirty (30) calendar days before the Final Approval hearing.  
12 The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as  
13 evidenced by the postmark. The objection must include: (a) the name and case number  
14 of the Action “*Cox, et al. v. Ametek, Inc., et al.*, Case No. 17-cv-00597”; (b) the full  
15 name, address, and telephone number of the person objecting (email address is  
16 optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and  
17 concise terms, the objection and legal and factual arguments supporting the objection;  
18 and (e) facts showing that the person objecting is a Class Member. The written  
19 objection must be signed and dated and must include the following language  
20 immediately above the signature and date: “I declare under penalty of perjury under the  
21 laws of the United States of America that the foregoing statements regarding class  
22 membership are true and correct to the best of my knowledge.” Any Class Member  
23 who submits a written objection, as described in this paragraph, may appear at the  
24 Fairness Hearing, either in person or through personal counsel hired at the Class  
25 Member’s expense, to object to the Settlement Agreement. Class Members or their  
26 attorneys intending to make an appearance at the Fairness Hearing, however, must  
27 include on the timely and valid written objection a statement substantially similar to  
28 “Notice of Intention to Appear.” If the objecting Class Member intends to appear at the

1 Fairness Hearing through counsel, he or she must also identify the attorney(s)  
2 representing the objector who will appear at the Fairness Hearing and include the  
3 attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which  
4 counsel is admitted. If the objecting Class Member intends to request the Court to allow  
5 the Class Member to call witnesses at the Fairness Hearing, such request must be made  
6 in the Class Member's written objection, which must also contain a list of any such  
7 witnesses and a summary of each witness's expected testimony. Only Class Members  
8 who submit timely written objections including Notices of Intention to Appear may  
9 speak at the Fairness Hearing. If a Class Member makes an objection through an  
10 attorney, the Class Member will be responsible for his or her personal attorney's fees  
11 and costs. The objection will not be valid if it only objects to the lawsuit's  
12 appropriateness or merits.

13       **5. Failure to Object to Settlement.** Class Members who fail to object to the  
14 Settlement Agreement in the manner specified above will: (1) be deemed to have  
15 waived their right to object to the Settlement Agreement; (2) be foreclosed from  
16 objecting (whether by a subsequent objection, intervention, appeal, or any other  
17 process) to the Settlement Agreement; and (3) not be entitled to speak at the Fairness  
18 Hearing.

19       **6. Requesting Exclusion.** Class Members who want to be excluded from the  
20 settlement must send a letter or postcard to the Claims Administrator stating: (a) the  
21 name and case number of the Action "*Cox, et al. v. Ametek, Inc., et al.*, Case No. 17-cv-  
22 00597"; (b) the full name, address and telephone number of the person requesting  
23 exclusion (email address is optional); and (c) a statement that the person does not wish  
24 to participate in the Settlement, postmarked no later than thirty (30) calendar days  
25 before the Final Approval hearing.

26       **7. Provisional Certification for Settlement Purposes.** For purposes of  
27 settlement the Classes are provisionally certified as follows:  
28

1                   Medical Consultation Program Subclass:

2                   Every person who resided in the following mobile home parks for 1 or  
3                   more calendar year between January 1, 1963, and [preliminary approval  
4                   date]: 1) Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon,  
5                   California 92021; 2) Starlight Mobile Home Park 351 E Bradley Avenue,  
6                   El Cajon, California 92021; 3) Villa Cajon Mobile Home Estates, 255 E  
7                   Bradley Ave., El Cajon, California 92021.

8                   Mobile Home Coach Mitigation System Subclass:

9                   Every person who as of [preliminary approval date], owns the mobile home  
10                  coach at the following locations: 1) Greenfield Mobile Estates, 400  
11                  Greenfield Drive, El Cajon, California 92021; Starlight Mobile Home Park,  
12                  351 E Bradley Avenue, El Cajon, California 92021; Villa Cajon Mobile  
13                  Home Estates, 255 E Bradley Ave., El Cajon, California 92021.

14                  8.       **Conditional Appointment of Class Representative and Class Counsel.**

15                  For purposes of settlement, Plaintiffs Maria Overton and Jordan Yates are conditionally  
16                  certified as the Class Representatives to implement the Parties' settlement in accordance  
17                  with the Settlement Agreement. For purposes of settlement, the law firms of Baron and  
18                  Budd and Gomez Trial Attorneys are conditionally appointed as Class Counsel for  
19                  settlement purposes. Plaintiffs and Class Counsel must fairly and adequately protect the  
20                  Class's interests.

21                  9.       **Termination.** If the Settlement Agreement terminates for any reason, the  
22                  following will occur: (a) Class Certification for settlement purposes will be  
23                  automatically vacated; (b) Plaintiffs will revert to their prior status as non-settlement  
24                  Class representatives; (c) Plaintiffs' counsel will stop functioning as settlement Class  
25                  Counsel, but will revert to their prior status as non-settlement Class counsel; and (d) this  
26                  action will revert to its previous status in all respects as it existed immediately before  
27                  the Parties executed the Settlement Agreement. This Order will not waive or otherwise  
28                  impact the Parties' rights or arguments regarding class certification or any trial of any  
                      claims.

1           10. **No Admissions.** Nothing in this Order is, or may be construed as, an  
2 admission or concession on any point of fact or law by or against any Party.

3           11. **Stay of Dates and Deadlines.** All pretrial and trial proceedings and  
4 deadlines are stayed and suspended until further notice from the Court, except for such  
5 actions as are necessary to implement the Settlement Agreement and this Order.

6           12. **CAFA Notice.** The Court finds that Defendants have complied with 28  
7 U.S.C. §1715(b).

8           13. **Fairness Hearing.** On \_\_\_\_\_ (month) \_\_\_\_ (day), 2020, at  
9 \_\_\_\_\_, this Court will hold a Fairness Hearing to determine whether the  
10 Settlement Agreement should be finally approved as fair, reasonable, and adequate.  
11 Based on the date of this Order and the date of the Fairness Hearing, the following are  
12 the certain associated dates in this Settlement:

Event	Timing	Date
Class Settlement Website Activated	On or before Day 15 after Order Granting Preliminary Approval	
Notice First Published in Print Sources	Day 30 or as soon as reasonably possible after Order Granting Preliminary Approval	
Class Counsel to File Motion for Attorney's Fees and Costs and Incentive Awards	45 days before Final Approval Hearing	
Last Day to Postmark or Submit Objection or Request for Exclusion Online	30 days before Final Approval Hearing	
Parties to File Motion for Final Approval	30 days before Final Approval Hearing	
Parties to Respond to Objectors	14 days before Final Approval Hearing	

1 This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If  
2 that occurs, the updated hearing date shall be posted on the Settlement Website, but  
3 other than the website posting, Defendants will not be required to provide any additional  
4 notice to Class Members.

5  
6 Dated: \_\_\_\_\_

\_\_\_\_\_  
7 Hon. Larry A. Burns  
8 United States District Judge  
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## **EXHIBIT 2**

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19 *Attorneys for Plaintiff*

20 UNITED STATES DISTRICT COURT

21 SOUTHERN DISTRICT OF CALIFORNIA

22 ADAM COX, individually, by and through  
23 his durable power of attorney, VICTOR  
24 COX, and on behalf of himself and others  
25 similarly situated; MARIA OVERTON,  
26 individually, and on behalf of herself and  
27 others similarly situated; JORDAN  
28 YATES, individually, and on behalf of  
himself and others similarly situated;

Plaintiffs,

v.

AMETEK, INC., a Delaware corporation;  
THOMAS DEENEY, individually;  
SENIOR OPERATIONS LLC, a limited  
liability company; and DOES 1 through  
100, inclusive,

Defendants.

SENIOR OPERATIONS, LLC, a  
Delaware limited liability company,

Third-Party Plaintiff,

v.

GREENFIELD MHP ASSOCIATES, L.P.,  
a California limited partnership; KORT &  
SCOTT FINANCIAL GROUP, LLC, a

Case No.: 3:17-cv-00597-GPC-AGS

**MEMORANDUM IN SUPPORT OF  
UNOPPOSED MOTION FOR ORDER  
(1) GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, (2) CERTIFYING  
SETTLEMENT CLASS, (3)  
APPOINTING CLASS  
REPRESENTATIVES AND CLASS  
COUNSEL, (4) APPROVING NOTICE  
PLAN, AND (5) SETTING FINAL  
APPROVAL HEARING**

NO ORAL ARGUMENT UNLESS  
ORDERED BY THE COURT

Hearing: June 8, 2020 at 11:15 a.m.

Judge: Hon. Gonzalo P. Curiel  
Magistrate: Hon. Andrew G. Schopler  
Referral: Hon. Larry Alan Burns

Complaint Filed: 03/24/2017  
1st Amended Complaint Filed: 05/23/17

Senior 3rd Party Complaint Filed: 6/20/17  
Ametek 3rd Party Complaint Filed:  
6/27/17

1 California limited liability company;  
TUSTIN RANCH PARTNERS, INC., a  
2 California corporation; SIERRA  
CORPORATE MANAGEMENT, INC., a  
3 California corporation; VILLA CAJON  
MHC, L.P., a Utah limited partnership;  
4 KMC CA MANAGEMENT, LLC, a Utah  
limited liability company; KINGSLEY  
5 MANAGEMENT CORP., a Utah  
corporation; STARLIGHT MHP, LLC, is a  
6 California limited liability company; and  
ROES 101-200, inclusive,

7  
8 Third-Party Defendants.

9 AMETEK, INC., a Delaware corporation;  
THOMAS DEENEY, individually;

10 Third-Party Plaintiff,

11 v.

12 GREENFIELD MHP ASSOCIATES, L.P.,  
a California limited partnership; KORT &  
13 SCOTT FINANCIAL GROUP, LLC, a  
California limited liability company;  
14 TUSTIN RANCH PARTNERS, INC., a  
California corporation; SIERRA  
15 CORPORATE MANAGEMENT, INC., a  
California corporation; VILLA CAJON  
16 MHC, L.P., a Utah limited partnership;  
KMC CA MANAGEMENT, LLC, a Utah  
17 limited liability company; KINGSLEY  
MANAGEMENT CORP., a Utah  
18 corporation; STARLIGHT MHP, LLC, is a  
California limited liability company; and  
19 ROES 101-200, inclusive,

20 Third-Party Defendants.

1 **I. FACTUAL AND PROCEDURAL BACKGROUND**

2 Plaintiffs<sup>1</sup> Maria Overton and Jordan Yates (“Plaintiffs”) bring this class action  
3 lawsuit on behalf of themselves and all others similarly situated against Defendants  
4 Ametek, Inc. (“Ametek”), Thomas Deeney (“Deeney”) and Senior Operations, LLC  
5 (“Senior”) (collectively, “Defendants”) for Negligence, Gross Negligence, Private  
6 Nuisance, Public Nuisance, and Trespass.

7 Additionally, Defendants filed Third-Party Complaints against Greenfield MHP  
8 Associates, L.P., Starlight MHP, LLC, Kort & Scott Financial Group, LLC, Tustin Ranch  
9 Partners, Inc., Sierra Corporate Management, Inc. (collectively “Greenfield/Starlight  
10 Third-Party Defendants”), KMC CA Management, LLC, Kingsley Management Corp.,  
11 and Villa Cajon MHC, L.P. (collectively “Villa Cajon Third-Party Defendants”)(the  
12 Greenfield/Starlight Third-Party Defendants and Villa Cajon Third-Party Defendants  
13 shall be collectively referred to as “Third-Party Defendants”), alleging that the Third-  
14 Party Defendants were partially or wholly responsible and liable for the damages arising  
15 from Plaintiffs’ claims.

16 **II. SUMMARY OF THE SETTLEMENT**

17 As detailed in the proposed Class Notices submitted as Exhibit 3 to the Settlement  
18 Agreement, under the terms of the Settlement, all persons who fall within the Settlement  
19 Class definition are entitled to a total Settlement Fund of \$3,500,000, to be paid as  
20 follows:

- 21 - Defendant Ametek shall pay \$540,000 in to a “Medical Consultation Fund”  
22 which shall be used to pay for medical consultation for Plaintiffs and Class  
23 Members;

---

26 <sup>1</sup> Plaintiff Adam Cox unfortunately passed away. As such, Plaintiff’s counsel will not  
27 seek status as a class representative for Adam Cox and will move to dismiss him as a  
28 Plaintiff at the time of the preliminary approval hearing.

- 1 - Defendant Ametek shall pay \$2,000,000 in to a “Remediation/Mitigation Fund”  
2 specifically intended for use solely for monitoring, remediation and/or  
3 mitigation activities related to the plume originating from the Former Ametek  
4 Facility, to the benefit of the residents living over the plume;
- 5 - Defendant Senior shall pay \$740,000 in to the “Medical Consultation Fund”  
6 which shall be used to pay for medical consultation for Plaintiffs and Class  
7 Members.
- 8 - Greenfield/Starlight Third-Party Defendants shall pay \$120,000 in to the  
9 “Medical Consultation Fund” which shall be used to pay for medical  
10 consultation for Plaintiffs and Class Members
- 11 - Villa Cajon Third-Party Defendants shall pay \$100,000 in to the “Medical  
12 Consultation Fund” which shall be used to pay for medical consultation for  
13 Plaintiffs and Class Members. Julius Decl. ¶6.

14 Class Members can submit claims by submitting to the Settlement Administrator a  
15 simple claim form confirming their status as a class member. See Exhibit 3 to the  
16 Declaration of Jason Julius. The Settlement Administrator will confirm the validity of  
17 each Claim Form and confirm that class members provide the required information to  
18 prove class membership. Class Counsel has selected a qualified medical doctor to  
19 perform the medical consultation for Plaintiffs and Class Members to screen for medical  
20 conditions, including those potentially associated with exposure to Trichloroethylene  
21 (“TCE”) in very high concentrations, including kidney cancer, liver cancer, and  
22 hematolymphatic cancer. Julius Decl. ¶9; see also Ex. 4 to the Julius Declaration. There  
23 is no objection to the proposed medical consultation to be performed. Julius Decl. ¶9. The  
24 point of the settlement is to allow class members’ access to a medical professional to  
25 perform specific screening tests relating to TCE exposure. Under the claims alleged,  
26 Plaintiffs were not seeking monetary relief, but instead access to health care professionals  
27 to be tested. This settlement provides not only access to the requested medical  
28 consultation, but also for sampling of mobile home coaches and further mitigation as

1 necessary, as well as continued remediation of the TCE plume emanating from the site,  
2 an additional benefit to the class members. Julius Decl. ¶10.

3 Class Counsel will apply to the Court for an award and reimbursement of their  
4 expenses for prosecuting the action on behalf of the Plaintiffs and Class. Class Counsel  
5 will also apply for reimbursement of their incurred attorneys' fees up to a 25% cap of the  
6 Settlement Funds. Julius Decl. ¶11. Class Counsel also will seek a service payment for  
7 time and expenses to the representative plaintiffs of a maximum amount up to \$5,000  
8 each. Julius Decl. ¶11. The payment of costs and notice, administration and distribution  
9 of the Settlement, attorneys' fees and expenses, and payment of representative plaintiffs'  
10 service awards will be deducted from the total Settlement Fund according to the terms of  
11 the Settlement Agreement. Julius Decl. ¶12.

12 In return for these benefits, the claims of all Settlement Class Members against all  
13 Defendants and all Third-Party Defendants arising from the allegations in the operative  
14 complaint and third-party complaints will be released as stated in the Settlement  
15 Agreement. Class Members will not waive any right to pursue non-released claims or  
16 redress claims, if any, with any governmental agency. Julius Decl. ¶13.

17 This Settlement provides an outstanding result because it is well within the range  
18 of possible results at trial. In fact, the Settlement provides more benefits than Plaintiffs  
19 and the Class could have received at trial because Plaintiffs could not have required any  
20 Defendant or any Third-Party Defendant to pay for remediation, which is a direct benefit  
21 to the Class Members. Julius Decl. ¶16.

22 **III. THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND**  
23 **ADEQUATE AND SATISFIES THE CRITERIA FOR PRELIMINARY**  
24 **APPROVAL**

25 **A. Class Action Settlements Are Favored By The Ninth Circuit**

26 Pre-trial settlement of complex class actions is a judicially favored remedy.  
27 *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982) (“Voluntary  
28 conciliation and settlement are the preferred means of dispute resolution.”) Strong

1 judicial policy favors settlement of class actions. *See generally Class Plaintiffs v. City of*  
2 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (“strong judicial policy that favors  
3 settlements, particularly where complex class action litigation is concerned.”); *Linney v.*  
4 *Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998) (same). Public policy also  
5 strongly “favors settlements, particularly where complex class action litigation is  
6 concerned.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *accord*  
7 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 576 (9th Cir. 2004).

8 In determining whether preliminary approval is warranted, the central issue is  
9 whether the proposed settlement is within the range of what may in a broad sense be  
10 found to be fair, reasonable, and adequate, so that notice of the proposed settlement can  
11 be provided and a more detailed presentation given at a hearing to consider final  
12 settlement approval. The Manual for Complex Litigation (4th) defines the Court’s duty  
13 as follows:

14 The judge must make a preliminary determination on the fairness,  
15 reasonableness, and adequacy of the settlement terms and must direct the  
16 preparation of notice of the certification, proposed settlement, and date of the  
17 final fairness hearing....

18 \* \* \*

19 Once the judge is satisfied as to the certifiability of the class and the results of  
20 the initial inquiry into the fairness, reasonableness, and adequacy of the  
21 settlement, notice of a formal Rule 23(e) fairness hearing is given to the class  
22 members.

23 Manual for Complex Litigation, (4th) §§ 21.632-633 at 321; *see also Vasquez v.*  
24 *Coast Valley Roofing, Inc.*, 670 F. Supp. 2d 1114, 1124-26 (E.D. Cal. 2009) (detailing  
25 and applying preliminary approval standards based on Manual for Complex Litigation  
26 (4th).

27 **B. Fairness Presumption**

1 As the Court recognizes, “[s]ettlements that follow sufficient discovery and  
2 genuine arms-length negotiation are presumed fair.” *In re Ferrero Litig.*, No. 11-CV-205  
3 H(CAB), 2012 WL 284265, at \*2 (S.D. Cal. Jan. 23, 2012); *Okudan v. Volkswagen*  
4 *Credit, Inc.*, 2011 U.S. Dist. LEXIS 84567, at \*7 (S.D. Cal. Aug. 1, 2011); see also A.  
5 Conte & H.B. Newberg, *Newberg on Class Actions* § 11.25 (4th ed. 2002) (there is an  
6 initial presumption a proposed settlement is fair and reasonable when it is the result of  
7 arms’ length negotiations). “The Ninth Circuit favors deference to the ‘private consensual  
8 decision of the [settling] parties,’ particularly where the parties are represented by  
9 experienced counsel and negotiation has been facilitated by a neutral party, [such as] a  
10 private mediator and a magistrate judge.” *Beck-Ellman, et al. v. Kaz USA, Inc.*, No. 3:10-  
11 CV-02134-H-DHB, 2013 WL 1748729, at \*5 (S.D. Cal. Jan. 7, 2013).

12 The Court must evaluate the fairness of the settlement in its entirety. *Hanlon v.*  
13 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). (“It is the settlement taken as a  
14 whole, rather than the individual component parts, that must be examined for overall  
15 fairness ... [t]he settlement must stand or fall in its entirety.”). But courts must give  
16 “proper deference to the private consensual decision of the parties” because “the court’s  
17 intrusion upon what is otherwise a private consensual agreement negotiated between the  
18 parties ... must be limited to the extent necessary to reach a reasoned judgment that the  
19 agreement is not the product of fraud or overreaching by, or collusion between, the  
20 negotiating parties,” and whether the settlement is fair, reasonable and adequate. *Id.* at  
21 1027; see also *Knight v. Red Door Salons, Inc.*, No. 08-1520 SC, 2009 WL 248367, at \*4  
22 (N.D. Cal. Feb. 2, 2009) (“The recommendations of plaintiffs’ counsel should be given a  
23 presumption of reasonableness.”) (citation and quotations omitted).

24 At the preliminary approval stage, a final analysis of the settlement’s merits is not  
25 required. Instead, a more detailed assessment is reserved for the final approval after class  
26 notice has been sent to class members and they have had the opportunity to object to or  
27 opt-out of the settlement. See Moore’s Fed. Prac. § 23.135[3] (3d ed. 2005).  
28 Accordingly, “[p]reliminary approval of a settlement and notice to the proposed class is



1 appropriate: “[i]f [1] the proposed settlement appears to be the product of serious,  
2 informed noncollusive negotiations, [2] has no obvious deficiencies, [3] does not  
3 improperly grant preferential treatment to class representatives or segments of the class,  
4 and [4] falls with[in] the range of possible approval[.]” *Vasquez v. Coast Valley*  
5 *Roofing, Inc.*, 670 F. Supp. 2d at 1125 (citation and internal quotations omitted); *see also*  
6 *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007) (“[t]he  
7 court may find that the settlement proposal contains some merit, is within the range of  
8 reasonableness required for a settlement offer, or is presumptively valid.”).

9 The opinion of experienced counsel supporting the Settlement is entitled to  
10 considerable weight. *See, e.g., Kirkorian v. Borelli*, 695 F. Supp. 446, 451 (N.D. Cal.  
11 1988) (opinion of experienced counsel carries significant weight in the court’s  
12 determination of the reasonableness of the settlement); *Boyd v. Bechtel Corp.*, 485 F.  
13 Supp. 610, 622 (N.D. Cal 1979) (recommendations of plaintiffs’ counsel should be given  
14 a presumption of reasonableness.) The decision to approve or reject a proposed  
15 settlement “is committed to the sound discretion of the trial judge[.]” *See Hanlon*, 150  
16 F.3d at 1026. This discretion is to be exercised “in light of the strong judicial policy that  
17 favors settlements, particularly where complex class action litigation is concerned,”  
18 which minimizes substantial litigation expenses for both sides and conserves judicial  
19 resources. *See Linney v. Cellular Alaska P’ship*, 151 F. 3d at 1238 (quotations omitted).  
20 Based on these standards, Class Counsel respectfully submit that, for the reasons detailed  
21 herein, the Court should preliminarily approve the proposed Settlement as fair,  
22 reasonable and adequate.

23 Before granting preliminary approval, the court must also determine whether a  
24 class exists. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 117 S. Ct. 2231, 2248  
25 (1997); *Hanlon*, 150 F.3d at 1019.

### 26 **C. The Court Should Certify The Class For Settlement Purposes**

27 Class treatment is the superior means to adjudicate Plaintiffs’ claims. For  
28 superiority, the Court should consider: “(1) the interest of members of the class in

1 individually controlling the prosecution or defense of separate actions; (2) the extent and  
2 nature of any litigation concerning the controversy already commenced by or against  
3 members of the class; and (3) the desirability or undesirability of concentrating the  
4 litigation of the claims in the particular forum.” *True v. American Honda Motor Co.*, 749  
5 F. Supp. 2d 1052, 1062 (C.D. Cal. 2015). A fourth factor – the difficulties of managing  
6 the class action – is not considered when certification is used only for settlement. *Id.* at  
7 n.12. Here all the factors demonstrate class treatment is superior.

8 A proposed class may be certified for settlement purposes if it satisfies Federal  
9 Rules of Civil Procedure 23(a), “namely: (1) numerosity, (2) commonality, (3) typicality,  
10 and (4) adequacy of representation.” *Hanlon*, 150 F.3d at 1019 (citing to *Amchem*  
11 *Prods., Inc.*, 117 S. Ct. at 2248). For settlement purposes only, neither Defendants nor  
12 Third-Party Defendants object to a finding that the class elements are met. Julius Decl.  
13 ¶17.

14 Here Plaintiffs meet all the factors for their proposed classes. The settlement  
15 classes are defined as:

16 Medical Consultation Program Subclass:

17 Every person who resided in the following mobile home parks for 1 or  
18 more calendar years from January 1, 1963 through the [date of  
19 preliminary approval]: (1) Greenfield Mobile Estates, 400 Greenfield  
20 Drive, El Cajon, California 92021; (2) Starlight Mobile Home Park, 351 E  
Bradley Avenue, El Cajon, California 92020; and (3) Villa Cajon Mobile  
Home Estates, 255 E Bradley Ave., El Cajon, CA 92021.

21 Mobile Home Coach Sampling/Mitigation Program Subclass:

22 Every person who as of [date of preliminary approval] owns a mobile  
23 home coach in the following mobile home parks: (1) Greenfield Mobile  
24 Estates, 400 Greenfield Drive, El Cajon, California 92021; (2) Starlight  
Mobile Home Park, 351 E Bradley Avenue, El Cajon, California 92020;  
and (3) Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon,  
CA 92021.

25 Settlement Agreements §§18.1; 18.2

26 1. Numerosity

27 Federal Rules of Civil Procedure 23(a)(1) requires that “the class is so numerous  
28 that joinder of all members is impracticable.” “Where the exact size of the class is

1 unknown, but general knowledge and common sense indicate that it is large, the  
2 numerosity requirement is satisfied.” *In re Abbott Labs. Norvir Anti-Trust Litig.*, Nos. C  
3 04-1511 CW, C 04-4203 CW, 2007 WL 1689899, at \*6 (N.D. Cal. June 11, 2007)  
4 (internal citations and quotations omitted). Generally, classes of forty or more are  
5 sufficiently numerous. *Harris v. Palm Springs Alpine Estates*, 329 F.2d 909 (9th Cir.  
6 1964). Here, Plaintiffs seek to certify a class of residents at the mobile home parks  
7 impacted by the groundwater contamination and toxic plume. There are three mobile  
8 home parks, Greenfield Mobile Estates, Starlight Mobile Home Park and Villa Cajon  
9 Mobile Home Estates.

10 Subclass One is specifically defined to encompass all residents who may have been  
11 exposed to TCE as a result of the contaminated groundwater. Based on tenancy records  
12 maintained by the owners of the three mobile home parks, as well as statistical averages  
13 for the number of residents in mobile home residences in California, and a statistical  
14 average for the number of years a resident typically resides in a mobile home, the class  
15 includes up to approximately 7,018 current or former residents. Julius Decl. ¶18.

16 Subclass Two is specifically defined to encompass all persons who currently own a  
17 mobile home coach in one any of the three parks at issue. Based on the number of units  
18 in the parks, the class includes up to 453 current owners. Julius Decl. ¶19.

19 Based on the foregoing, the Classes are sufficiently numerous such that joinder of  
20 all individual claimants would be impracticable. *See Fed. R. Civ. P. 23(a)(1)*.

## 21 2. Commonality

22 Rule 23(a)(2) requires “questions of law or fact common to the class.” “All  
23 questions of fact and law need not be common . . . The existence of shared legal issues  
24 with divergent factual predicates is sufficient, as is a common core of salient facts  
25 coupled with disparate legal remedies within the class.” *Hanlon*, 150 F.3d at 1019. “In  
26 the Ninth Circuit, the requirements of Rule 23(a)(2) are construed ‘permissively.’”  
27 *Quintero v. Mulberry Thai Silks, Inc.*, No. C 08-02294 MHP, 2008 WL 4666395, at \*3  
28 (N.D. Cal. Oct. 21, 2008) (quoting *Hanlon*, 150 F.3d at 1019). In addition, all class

1 members must “have suffered the same injury.” *Wal-Mart Store, Inc. v. Dukes*, 131 S.Ct.  
2 2541, 2551 (2011) (quoting *Gen. Tel. Co. of Sw. v. Falcon* (“*Falcon*”), 457 U.S. 147, 157  
3 (1982)).

4 Here, all Class Members share a common injury because they were all allegedly  
5 exposed to the same toxic plume. This action, therefore, presents common questions of  
6 law or fact concerning whether Defendants or Third-Party Defendants caused the  
7 existence of the toxic plume and subsequent groundwater contamination and/or failed to  
8 remedy the toxic plume, thereby exposing residents of the adjacent mobile home parks,  
9 such that medical consultation and sampling/mitigation damages are appropriate.. Such a  
10 determination would resolve all claims “in one stroke.” *Dukes*, 131 S. Ct. at 2551; *In re*  
11 *Ferrero Litig.*, 2011 WL 5557407, at \*3-4. Julius Decl. ¶20.

### 12 3. Typicality

13 Rule 23(a)(3) sets a “permissive standard,” and the named Plaintiffs’ claims are  
14 typical of the class if they are “reasonably co-extensive with those of absent class  
15 members.” *Hanlon*, 150 F.3d at 1020. Also, the representative plaintiff must be a member  
16 of the class they seek to represent. *Falcon*, 457 U.S. at 156. Here, the proposed Class  
17 Representatives have claims typical to the Class and are members of the Class they seek  
18 to represent. Julius Decl. ¶22. The Class Representatives are current or former residents  
19 of the mobile home parks for at least one year, all of whom had alleged exposure to the  
20 toxic plume.

### 21 4. Adequacy of Representation

22 Rule 23(a)(4) requires that the Class Representative parties “fairly and adequately  
23 represent the interests of the class.” There are two issues to be resolved for adequacy: (1)  
24 whether the Class Representatives have interests that conflict with the proposed Class;  
25 and (2) the qualifications and competency of proposed Class Counsel. *In re Live Concert*  
26 *Antitrust Litig.*, 247 F.R.D. 98, 118 (C.D. Cal. 2007). Regarding qualifications of  
27 proposed Class Counsel, the Court should analyze “(i) the work counsel has done in  
28 identifying or investigating potential claims in the action; (ii) counsel’s experience in

1 handling class actions, other complex litigation, and the types of claims asserted in the  
2 action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel  
3 will commit to representing the class.” Fed. R. Civ. P. 23(g)(1)(A).

4 The Class Representatives do not have any conflict and are appropriate  
5 representatives of the claims and injuries suffered by the class. Julius Decl. ¶23.

6 Class Counsel is also adequate, litigating this complex case since 2017. While this  
7 case was more recently filed, it was a companion case relating to the same groundwater  
8 contamination and toxic plume heavily litigated by the owners of the same properties, in  
9 the *Greenfield v. Ametek* case number 3:15-cv-01525-GPC-AGS. Julius Decl. ¶24. As a  
10 result of the companion case, counsel litigated the actual groundwater contamination and  
11 the fate and transport of the plume, proving it existed under the subject properties.  
12 Counsel also received the results of testing conducted or coordinated by the state  
13 agencies, including California Department of Toxic Substances Control (“DTSC”), which  
14 found TCE vapor intrusion into the indoor air and crawl space of some of the mobile  
15 homes. Class Counsel researched and retained several experts in conjunction with the  
16 monumental effort to oppose the Lone Pine challenge in the related *Trujillo* matter, and  
17 the completion of expert discovery through summary judgment motions in the related  
18 *Greenfield* matter. All experts were deposed in the *Greenfield* matter, many of whom  
19 were retained in this matter and whose opinions relied heavily on information relating to  
20 the same toxic plume and fate and transport analysis.

21 Further, Class Counsel has performed extensive work to date in successfully  
22 mediating and negotiating the proposed Settlement over the course of this case’s  
23 pendency (three years). Julius Decl. ¶25. Class Counsel has numerous years’ experience,  
24 and demonstrated success, in bringing claims relating to exposure to toxins and  
25 environmental contamination cases. *Id.* ¶26.

26 Class Counsel are competent, qualified, and will more than adequately protect the  
27 Class’ interests. Accordingly, Plaintiffs request the Court find Class Counsel are adequate  
28

1 to represent the settlement Class for purposes of settlement, pursuant to Rule 23(g)(1)  
2 (requiring a certified class to also have appointed class counsel).

3 **D. The Proposed Settlement is Superior to Other Available Methods for**  
4 **Fairly and Efficiently Adjudicating the Controversy**

5 Settlement is the superior method for resolving these claims. *Beck-Ellman*, 2013  
6 WL 1748729, at \*7-8 (holding classwide treatment at the preliminary approval stage to  
7 be efficient where class members' claims involved relatively small amount of damages  
8 per class member).

9 1. The Settlement Was Reached at Arms' Length

10 "A presumption of correctness is said to attach to a class settlement reached in  
11 arm's-length negotiations between experienced capable counsel after meaningful  
12 discovery." *In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005 WL 1594403, at \*9  
13 (C.D. Cal. June 10, 2005) (internal citations and quotations omitted). Moreover, if the  
14 terms of the settlement are fair, courts generally assume the negotiations were proper. *See*  
15 *In re GM Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785-86 (3d Cir.  
16 1995).

17 The Settlement was negotiated at arm's length over the course of the past two  
18 years, settled only after a global settlement could be reached on all claims arising from  
19 the same toxic plume and groundwater contamination exposure. There is "a presumption  
20 of fairness." *Gribble v. Cool Transports Inc.*, No. CV 06-04863, 2008 WL 5281665, at  
21 \*9 (C.D. Cal. 2008). The parties engaged in extensive bargaining over the merits and  
22 value of Plaintiffs' claims and the defenses asserted by Defendants- and Third-Party  
23 Defendants.

24 Given the favorable terms of the Settlement and the arms-length manner in which  
25 these terms were negotiated, the proposed Settlement should be viewed, at least  
26 preliminarily, as a fair, reasonable, and adequate compromise of the issues in dispute.

27 ///

28 ///

1                   2.     The Settlement is Fair for All Claimants

2             The Settlement Agreement provides the same relief to all Class Members,  
3 including the Class Representatives. All Class Members will benefit equally from the  
4 settlement terms. Julius Decl. ¶27.

5             The Settlement Agreement grants the Class Representatives the right to apply to  
6 the Court for an incentive award. Julius Decl. ¶28. The amount of any award is within the  
7 Court’s discretion and, thus, will not be unreasonable in light of the Class Representative’s  
8 role in this case. Plaintiffs will file detailed declarations of the time they spent assisting  
9 with prosecution of this case in connection with the fee plus incentive award motion,  
10 which will then be posted publicly online so that class members can review and comment  
11 on the amounts sought. Julius Decl. ¶28. “It is appropriate for courts to award  
12 enhancements to representative plaintiffs who undertake the risk of personal or financial  
13 harm as a result of litigation. Since without a named plaintiff there can be no class action,  
14 such compensation as may be necessary to induce him to participate in the suit . . .”  
15 *Misra v. Decision One Mortg., Co.*, No. SA CV 07-0994 DOC (RCx), 2009 WL  
16 4581276, at \*8 (C.D. Cal. Apr. 13, 2009); *see also In re Cont’l Ill. Sec. Litig.*, 962 F.2d  
17 566, 571 (7th Cir. 1992). Accordingly, the Settlement Agreement does not give  
18 preferential treatment to the Class Representatives.

19                   3.     The Proposed Settlement is Fundamentally Fair, Reasonable, and  
20                             Adequate

21             Under Federal Rule of Civil Procedure 23(e), the district court must determine  
22 whether the proposed settlement is “fundamentally fair, adequate, and reasonable.” *Class*  
23 *Plaintiffs*, 955 F.2d at 1276. The Ninth Circuit has established several factors that should  
24 be weighed when assessing whether a proposed settlement is fair, adequate, and  
25 reasonable: (1) the strength of Plaintiffs’ case; (2) the risk, expense, complexity, and  
26 likely duration of further litigation; (3) the risk of maintaining class action status  
27 throughout trial; (4) the amount offered in settlement; (5) the extent of discovery  
28 completed and the stage of the proceedings; (6) the experience and views of counsel; and

1 (7) the reaction of the class members to the proposed settlement. *Hanlon*, 150 F.3d at  
2 1026. “Given that some of these factors cannot be fully assessed until the court conducts  
3 its fairness hearing, a full fairness analysis is unnecessary at [the preliminary approval]  
4 stage ...” *West v. Circle K Stores*, No. CIV. S-04-0438 WBS GGH, 2006 WL 1652598,  
5 at \*9 (E.D. Cal. June 13, 2006). Even though the Court need not, at this stage, assess the  
6 final approval factors, a review of those factors shows that the Settlement Agreement  
7 merits preliminary approval.

8 *i. The Strength of Plaintiffs’ Case*

9 “It can be difficult to ascertain with precision the likelihood of success at trial. The  
10 Court cannot and need not determine the merits of the contested facts and legal issues at  
11 this stage, and to the extent courts assess this factor, it is to determine whether the  
12 decision to settle is a good value for a relatively weak case or a sell-out of an  
13 extraordinary strong case.” *Misra*, 2009 WL 4581276, at \*7. In this case, Plaintiffs were  
14 confident in the strength of their claims. However, even if Plaintiffs succeeded at the time  
15 of trial, the remedy available would be limited to monitoring the class members for  
16 potential medical effects relating to exposure to the toxic plume, specifically TCE  
17 exposure. Plaintiffs would likely not have been able to require any Defendant or any  
18 Third-Party Defendant to remedy the plume in this action for lack of standing and  
19 because remediation was already being overseen by the government agencies.

20 Plaintiffs recognize that Defendants and Third-Party Defendants have factual and  
21 legal defenses that, if successful, could potentially defeat or substantially impair the value  
22 of Plaintiffs’ claims. “The Settlement eliminates these and other risks of continued  
23 litigation, including the very real risk of no recovery after several years of litigation.” *In*  
24 *re Nvidia Derivs. Litig.*, No. C-06-06110-SBA (JCS), 2008 WL 5382544, at \*3 (N.D.  
25 Cal. Dec. 22, 2008).

26 *ii. Complexity, Expense, and Probable Length of Litigation*

27 Plaintiffs’ claims involve complex issues relating to identifying the origin of the  
28 toxic plume and its fate and transport, meaning how much of the groundwater



1 contamination impacted these class members. There were highly technical environmental  
2 regulations and governing agencies already involved, including over 40 years of  
3 administrative proceedings. The costs and risks associated with continuing to litigate this  
4 action would require extensive resources, as well as hearings and Court time and  
5 resources, such as dispositive motions and *Daubert* motions, to name a few. “Avoiding  
6 such a trial and the subsequent appeals in this complex case strongly militates in favor of  
7 settlement rather than further protracted and uncertain litigation.” *Nat’l Rural Telecomms.*  
8 *Coop v. DirecTV*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). Thus, “unless the settlement is  
9 clearly inadequate, its acceptance and approval are preferable to lengthy and expensive  
10 litigation with uncertain results.” *Id.* at 526.

11 *iii. The Risks of Maintaining Class Action Status Through Trial*

12 While Plaintiffs strongly believe that class treatment is appropriate for all reasons  
13 discussed herein, there is always a risk that Plaintiffs would not be able to maintain a  
14 class action status through trial, after dispositive motions. Plaintiffs would have expected  
15 either Defendants or Third-Party Defendants, or both, to oppose any effort to certify a  
16 class and reserve their right to file a motion to decertify again before trial. *See, e.g., In re*  
17 *Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1041 (N.D. Cal. 2007); *Rodriguez v. West*  
18 *Publ’g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009). In contrast, by settling the action,  
19 Defendants and Third-Party Defendants effectively accede to certification for purposes of  
20 settlement approval, and “there is much less risk of anyone who may have actually been  
21 injured going away empty-handed.” *In re Omnivision Techs.*, 559 F. Supp. 2d at 1041-42.  
22 Accordingly, this factor weighs in favor of preliminary approval.

23 *iv. Amount of Recovery*

24 Defendants and Third-Party Defendants, without admission of liability, agreed to  
25 finance a fund to allow Class Members the ability to seek medical consultation  
26 specifically to screen for medical conditions including those potentially associated with  
27 exposure to Trichloroethylene (“TCE”) in very high concentrations. This is important  
28 because many class members received notice from state agencies, including the DTSC, of

1 indoor vapor testing and the results of such tests. While the testing to date has not  
2 revealed concentrations of TCE in indoor air inside the mobile home units that meets a  
3 health risk threshold, the class members have remained concerned for their own health  
4 and the medical consultation benefit will provide peace of mind and to help alleviate  
5 residents' concerns about exposure. Julius Decl. ¶29.

6 Defendant Ametek also agreed to finance a fund to allow current owners of the  
7 mobile home coaches in the three affected parks to receive additional sampling of indoor  
8 air for intrusion of TCE vapors, and to install mitigation measures where that additional  
9 sampling documents elevated TCE levels. This measure is also important to restore this  
10 community and to help alleviate residents' concerns about exposure. Julius Decl. ¶30.

11 The settlement fund also is large enough to pay the cost of Notice to the Class, and  
12 reasonable attorneys' fees and costs, subject to Court approval. Julius Decl. ¶31,  
13 *DeHoyos v. Allstate Corp.*, 240 F.R.D 269, 322 (W.D. Tex. 2007) ("In an action certified  
14 as a class action, the court may award reasonable attorney fees and nontaxable costs  
15 authorized by...agreements of the parties...." (citing Fed. R. Civ. P. 23(h)). "In fact,  
16 courts have encouraged litigants to resolve fee issues by agreement, if possible." *Id.*  
17 (citing *Lobatz v. U.S. W. Cellular, Inc.*, 222 F.3d 1142, 1149–50 (9th Cir. 2000) and  
18 *Hanlon*, 150 F.3d at 1029 (upholding district court's award of attorneys' fees where Court  
19 had approved attorneys' fees and costs of \$5.2 million which were negotiated after final  
20 settlement was achieved)).

21 Accordingly, the monetary contributions Defendants and Third-Party Defendants  
22 are making support the Court granting preliminary approval of the Settlement.

23 *v. The Extent of Discovery Completed and the Stage of the*  
24 *Proceedings*

25 Extensive discovery, particularly expert discovery, was completed in the context of  
26 this case, the *Trujillo* matter, and the *Greenfield* matter. Preliminary settlement was  
27 reached in this matter on the eve of Plaintiffs' filing of Motions for Class Approval, and  
28 extensive expert analysis of the plume and exposure of TCE to Plaintiffs and Class

1 Members had been completed. Additionally, preliminary written discovery from  
2 Plaintiffs had been undertaken and completed by the parties, and depositions were being  
3 scheduled. Defendants had also begun undertaking class discovery. Plaintiffs' counsel  
4 also engaged in significant expert discovery as part of the *Lone Pine* challenge in Trujillo  
5 and expert discovery in the *Greenfield* matter. Julius Decl. ¶32.

6 *vi. The Experience and Views of Counsel*

7 In contemplating the preliminary approval of a proposed settlement, “[t]he  
8 recommendations of plaintiffs’ counsel should be given a presumption of  
9 reasonableness.” *Knight*, 2009 WL 248367, at \*4 (citing *Boyd*, 485 F. Supp. at 622); *see*  
10 *also Nat’l Rural Telecomms. Coop.*, 221 F.R.D. at 528 (citing *Cotton v. Hinton*, 559 F.2d  
11 1326, 1330 (5th Cir. 1977)). “Parties represented by competent counsel are better  
12 positioned than courts to produce a settlement that fairly reflects each party’s expected  
13 outcome in litigation.” *In re Pacific Enters. Secs. Litig.*, 47 F.3d at 378. Thus, “the Court  
14 should not without good cause substitute its judgment for [counsel’s].” *Boyd*, 485 F.  
15 Supp. at 622. Here, “[i]n addition to being familiar with the present dispute, Plaintiff[s]’  
16 counsel has considerable expertise in . . . consumer and class action litigation.” *Knight*,  
17 2009 WL 248367, at \*4. There is also nothing to counter the presumption that counsel’s  
18 recommendation concerning settlement is reasonable.

19 Here, the matter was litigated by experienced counsel who have significant class  
20 action experience, as well as extensive experience in litigating environmental and toxic  
21 exposure claims, and mass actions. The law firm of Baron & Budd has handled some of  
22 the largest toxic-tort cases in the history of the United States, including asbestos and  
23 tobacco mass actions, as well as the effects of the BP Oil Spill, one of the largest  
24 contamination cases in America. Julius Decl. ¶4. The firm expended significant resources  
25 and was well-prepared to continue to litigate the case, but believe the settlement  
26 ultimately reached provides important benefits to the Class Members.

27 ///

28 ///

1                                    *vii. The Reaction of the Class Members to the Proposed Settlement*

2            At the preliminary approval stage, the reaction of the class to the proposed  
3 settlement is not known because notice has not yet been distributed. As such, this factor  
4 is not as meaningful a consideration as it may be at the fairness hearing, where Class  
5 Members will have had a chance to object to the proposed settlement.

6            **E. The Proposed Form of Class Notice and Notice Plan Satisfy the**  
7                                    **Requirements of Rule 23**

8            If the Court’s *prima facie* review of the relief offered and notice provided by the  
9 settlement are fair and adequate, it should order that notice be sent to the class. Manual  
10 for Complex Litig., § 21.632 at 321. Notice of a class action settlement must be “the best  
11 notice practicable under the circumstances, including individual notice to all members  
12 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

13            The proposed Notice and Notice Plan are adequate, constituting the best possible  
14 notice under the circumstances. *See* Julius Decl. ¶33, Exs. 3-4; see also Declaration of  
15 Notice and Claims Administrator, Cameron R. Azari. The Notices are neutral, and written  
16 in an easy-to-understand clear language, giving consumers (1) basic information about  
17 the lawsuit; (2) a description of the benefits provided by the settlement; (3) an  
18 explanation of how Class Members can exercise their right to object to the settlement or  
19 opt-out of the settlement; (4) an explanation that any claims against Defendants and  
20 Third-Party Defendants that could have been litigated in this action will be released; (5)  
21 the names of counsel for the Class and information regarding attorney’s fees and  
22 incentive awards; (6) the fairness hearing date, along with an explanation of eligibility for  
23 appearing; and (7) the settlement web site. *Id.* The Notices are also eye-catching, and  
24 mirror the exemplar notices set forth in the Federal Judicial Center, Judges’ Class Action  
25 Notice and Claims Process Checklist (2010).

26            The proposed Notice Plan involves (1) for any class members who can be  
27 identified through tenancy records, sending individual notice via first class mail in the  
28 form of a summary notice; (2) publication notice in local newspapers, including East

1 County Californian, San Diego Union-Tribune, San Diego Voice & Viewpoint, El Latino  
 2 and Hoy San Diego; (3) a local internet banner notice for 31 days on the corresponding  
 3 news websites for the newspapers previously listed; (4) internet sponsored search listings;  
 4 (5) Information Release issued to the general media (print and broadcast) across  
 5 California and online databases and websites; and (6) a dedicated website, toll-free  
 6 telephone number and postal mailing address. Decl. of Cameron R. Azari.

7 Plaintiffs, Defendants and Third-Party Defendants have selected a qualified third-  
 8 party Class Action Administrator with particular expertise in class notice and  
 9 administration. In light of the foregoing, the Court should approve the form of Notice, the  
 10 manner of notice in the Notice Plan, and the chosen Claims Administrator.

11 **F. The Proposed Timeline for Events Should be Adopted**

Event	Date
Preliminary Approval Granted	Day 1
Class Settlement Website Activated	On or before Day 15
Notice First Published in Print Sources	Day 30 or as soon as reasonably possible after Order Granting Preliminary Approval
Class Counsel to File Motion for Attorney’s Fees and Costs and Incentive Awards	45 days before Final Approval Hearing
Last Day to Postmark or Submit Objection or Request for Exclusion Online	30 days before Final Approval Hearing
Parties to File Motion for Final Approval	30 days before Final Approval Hearing
Parties to Respond to Objectors	14 days before Final Approval Hearing
Final Approval Hearing	August 25, 2020, pursuant to Court availability
Last Day for Claimants to Participate in Settlement	2 years after the date of the Final Approval Order

24 ///  
 25 ///  
 26 ///

1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiffs respectfully request this Court grant the relief  
3 requested.

4  
5 Dated: March 20, 2020

Respectfully submitted,

6  
7 By: s/ Jason J. Julius

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22 *Attorneys for the Plaintiffs*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on March 20, 2020, I electronically filed the foregoing through  
3 this Court's electronic transmission facilities via the Notice of Electronic Filing (NEF)  
4 and hyperlink, to the parties and/or counsel who are determined this date to be registered  
5 CM/ECF Users set forth in the service list obtained from this Court on the Electronic  
6 Mail Notice List.

7 I certify under penalty of perjury under the laws of the United States of America  
8 that the foregoing is true and correct. Executed on March 20, 2020.

9  
10 By: s/ Jason J. Julius  
11 Jason J. Julius  
12 jjulius@baronbudd.com  
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# **EXHIBIT 3**



**If you resided in Greenfield Mobile Estates, Starlight Mobile Home Park or Villa Cajon Mobile Home Estates in El Cajon, California, for one or more calendar years from January 1, 1963 through [date of preliminary approval], or currently own a mobile home in one of those parks, you may qualify for benefits from a class action settlement.**

*This Notice may affect your rights, so please read it carefully.*

- A settlement has been reached in a class action lawsuit about claims of exposure to toxic contamination from waste materials stored below ground at the Former Ametek Facility (located at 790 Greenfield Avenue, El Cajon, California). Generally, you are included in the Settlement if you (1) resided in Greenfield Mobile Estates, Starlight Mobile Home Park, or Villa Cajon Mobile Home Estates mobile home park in El Cajon, California (“MHPs”) for one or more calendar years from January 1, 1963 through [date of preliminary approval] or (2) you own a mobile home coach as of [date of preliminary approval] in one of the MHPs.
- The parties being sued in this lawsuit deny any and all alleged liability, wrongdoing, violations, and/or damages allegedly caused with respect to any and all claims asserted or that could have been asserted in the lawsuit. The Court has not decided who is right, but the Plaintiffs and the parties being sued have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.
- The claims process created by the settlement provides for medical consultation benefits from a \$1,500,000.00 settlement fund and sampling/mitigation benefits from a \$2,000,000.00 settlement fund. Complete details on eligibility and claim form submission requirements are included in this notice.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.
- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, a settlement fund will be established and medical consultation and sampling/mitigation/remediation benefits will be available to those who qualify and file a valid and timely Claim Form.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>SUBMIT A CLAIM FORM</b>	Submit a Claim Form seeking medical consultation benefits.
<b>EXCLUDE YOURSELF</b>	Request to be excluded and get no benefits from the settlement. This is the only option that allows you to start or continue a lawsuit against the Defendants or the Third-Party Defendants (as defined on Page 4) about the claims this settlement resolves.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no benefits. Give up your rights to sue the Defendants and the Third-Party Defendants for the claims the settlement resolves.

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION .....PAGES 3-4**

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. Why is there a settlement?
4. Why is the settlement a proposed class action settlement?

### **WHO IS IN THE SETTLEMENT .....PAGES 4-5**

5. How do I know if I am part of the settlement?
6. Are there other lawsuits relating to alleged groundwater contamination?
7. Is anyone excluded from the settlement?
8. What if I am not sure whether I am included in the settlement?

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY .....PAGES 5-7**

9. How much money is available for medical consultation and sampling/mitigation under the settlement?
10. What are the benefits of the Settlement?

### **HOW TO GET BENEFITS FROM THE SETTLEMENT.....PAGES 7-8**

11. What do I need to do to get medical consultation or sampling/mitigation benefits?
12. What is the deadline for submitting a Claim Form?
13. How will my Claim be validated?
14. What am I giving up to receive medical consultation and/or sampling/mitigation?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT .....PAGES 8-9**

15. If I exclude myself, can I get anything from this settlement?
16. If I do not exclude myself, can I sue later?
17. How do I get out of the settlement?

### **THE LAWYERS REPRESENTING YOU ..... PAGE 9**

18. Do I have a lawyer in the case?
19. Why is Class Counsel recommending the settlement?
20. How will Class Counsel be paid?

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

**OBJECTING TO THE SETTLEMENT..... PAGES 9-11**

- 21. How do I tell the Court if I do not like the settlement?
- 22. What is the difference between objecting and asking to be excluded?

**THE COURT’S FAIRNESS HEARING..... PAGE 11**

- 23. When and where will the Court decide whether to approve the settlement?
- 24. Do I have to come to the hearing?

**IF YOU DO NOTHING..... PAGE 11**

- 25. What happens if I do nothing at all?

**GETTING MORE INFORMATION..... PAGE 11**

- 26. How do I get more information?

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed class action settlement and about all of your options before the Court decides whether to give “final approval” to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Chief Judge Larry A. Burns of the United States District Court for the Southern District of California, is overseeing this lawsuit. The settlement resolves the litigation known as *Cox, et al. v. Ametek, Inc. et al.*, Case No. 3:17-cv-00597-GPC-AGS (the “*Cox I* Action”) (S.D. Cal.).

The persons who sued are called “Plaintiffs.” The persons or companies being sued by Plaintiffs are Ametek, Inc., Thomas Deeney, and Senior Operations LLC, and are called the “Defendants.” The companies being sued by Defendants are Greenfield MHP Associates, L.P., Starlight MHP, LLC, Kort & Scott Financial Group, LLC, Tustin Ranch Partners, Inc., Sierra Corporate Management, Inc., KMC CA Management, LLC, Kingsley Management Corp., and Villa Cajon MHC, L.P., and are called “Third-Party Defendants.”

### 2. What is this lawsuit about?

Plaintiffs allege that between 1963 and 1983, manufacturing process materials were placed in an in-ground tank at the aerospace manufacturing facility (the “Former Ametek Facility”) located at 790 Greenfield Avenue, El Cajon, California 92021 (“the Site”). Ametek owned and operated the Former Ametek Facility at the Site from 1968 through 1988. Deeney has been a corporate officer with Ametek since approximately 1996, and has dealt with issues concerning the Former Ametek Facility and the Site on Ametek’s behalf at times, including since approximately 2006. The Site is now owned and operated by Senior.

Plaintiffs claim that past use of the in-ground tank, which was removed decades ago, has and continues to result in contamination of groundwater resulting in a subsurface “plume” of certain chemicals that may be detectable in soil vapor and indoor air, on and below nearby properties, including the Greenfield Mobile Estates, located at 400 Greenfield Drive, El Cajon, CA 92021, Starlight Mobile Home Park, located at 351 E Bradley Ave, El Cajon, CA 92021, and Villa Cajon Mobile Home Estate, located at 255 E Bradley Ave, El Cajon, CA 92021 (collectively the “MHPs”). Plaintiffs currently or formerly resided or owned a mobile home coach at one of the MHPs. As a result, Plaintiffs claim they have been exposed to toxic contamination and have suffered damages. Plaintiffs brought the *Cox I* Action on behalf of themselves and other current and former residents of the MHPs, who are similarly situated.

Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages any of them allegedly caused with respect to any and all claims asserted or that could have been asserted in the *Cox I* Action.

Defendants also allege that Third-Party Defendants are partially or wholly responsible and liable for the damages arising from Plaintiffs’ claims.

Third-Party Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages any of them allegedly caused with respect to any and all claims asserted or that could have been asserted in the *Cox I* Action.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

The Court has not decided who is right, but the Plaintiffs, the Defendants, and the Third-Party Defendants have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.

### 3. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs, the Defendants, or the Third-Party Defendants. Instead, all sides agreed to settle this case to avoid the costs and risk of litigation. The settlement does not mean that any law was broken or that any of the Defendants or Third-Party Defendants did anything wrong. Each of the Defendants and Third-Party Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the settlement is best for the Settlement Class.

### 4. Why is the settlement a proposed class action settlement?

Proposed class action settlements typically get reviewed by a court twice: once for preliminary approval and once for final approval. As part of approving a class action settlement, courts certify a settlement class. That class is a Settlement Class (a.k.a, a class certified only for settlement). Here, the Court has given the proposed settlement preliminary approval, and has certified a Settlement Class. But the Court cannot decide whether to finally approve the proposed settlement until the Final Fairness Hearing (described in Question 23), when it will resolve any issues for Class Members, except for those Members who exclude themselves from the settlement through the process described in Question 17.

## WHO IS IN THE SETTLEMENT

To see if you will be affected by the settlement or if you can receive medical consultation benefits and/or sampling/mitigation benefits from it, you first have to determine if you are a Class Member.

### 5. How do I know if I am part of the settlement?

The settlement includes the Medical Consultation Program Subclass, which includes every person who resided in the following mobile home parks for one (1) or more calendar years from January 1, 1963 through [date of preliminary approval]:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

The settlement also includes the mobile home coach Sampling/Mitigation Program Subclass, which includes every person who as of [date of preliminary approval], owns a mobile home coach in the following mobile home parks:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

### 6. Are there other lawsuits relating to alleged groundwater contamination?

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

Yes, in addition to the *Cox I* Action, there are three other federal cases relating to the alleged groundwater contamination. The other cases are *Greenfield MHP Associates, L.P., et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01525-GPC-AGS (the “*Greenfield Action*”); *Trujillo, et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01394-GPC-AGS (the “*Trujillo Action*”); and *Cox, et al. v. Ametek, Inc., et al.*, No.3:17-cv-01211-GPC-AGS (the “*Cox II Action*”). These four related cases are collectively called the “Groundwater Actions”. The Settlement for the *Cox I* Action must receive Final Approval of the Court, and is part of the resolution of all of the Groundwater Actions.

#### **7. Is anyone excluded from the settlement?**

Yes, the Settlement Class does not include any individual who has independently settled or resolved any claims related to exposure to contaminants emanating from the Former Ametek Facility with any Defendant or any Third-party Defendant in the *Cox I* Action, and specifically including any person who has settled or resolved claims directly with any of Defendants’ or any of Third-Party Defendants’ present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.

#### **8. What if I am not sure whether I am included in the settlement?**

If you are not sure whether you are a member of the Settlement Class, or have any other questions about the settlement, visit the settlement website at [www.xxxxxxx.com](http://www.xxxxxxx.com) or call the toll-free number, xxx-xxx-xxxx. You may also write with questions to \_\_\_ Settlement, PO Box xxxx, \_\_\_\_\_, or send an e-mail to [info@xxxxxxx.com](mailto:info@xxxxxxx.com).

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

#### **9. How much money is available for medical consultation and sampling/mitigation under the settlement?**

If approved by the Court and not subject to a successful appeal, a Settlement Fund of \$1,500,000.00 will be established as the Medical Consultation Fund to pay for medical consultation for Plaintiffs and Class Members, as well as fees and costs consistent with the Settlement Agreement. A separate \$2,000,000 Settlement Fund will be established as the Remediation/Mitigation Fund for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.

#### **10. What are the benefits of the Settlement?**

##### **Medical Consultation Subclass (Subclass 1):**

Once a Class Member submits a valid Claim Form and the Class Member’s status has been verified, the verified Class Member will be eligible to receive the class benefit of Medical Consultation as follows:

(1) In order to substantiate a claim with the Claims Administrator, Class Members of Subclass 1 shall be required to provide a Claim Form consistent with Section 30, and including their full names, dates of birth, social security numbers (if available), dates of residence at the subject

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

MHP, and unit number within the subject MHP during residency. If necessary to verify a claim once a Class Member's identifying information is provided, the Class Member's residence at the subject MHP in a unit included within the class definition set forth in Section 18.1 may be verified by Class Counsel or the Claim's Administrator at their discretion. If no independent verification can be made by Class Counsel or the Administrator, then the Class Member may be required to provide two forms of documentation of residence within an included unit consistent with Section 18.1, including but not limited to tax forms, deeds, billing statements, rental or lease agreements, etc., in order to substantiate a claim.

**Class Members of Subclass 1 who fail to submit a Claim Form on or before the date which falls two (2) years after Final Approval shall not be eligible to participate in the Medical Consultation program thereafter.**

(2) Each verified Class Member of Subclass 1 will be eligible for one (1) medical consultation with a doctor selected by Class Counsel to receive any or all of the following procedures, pursuant to the advice of the selected physician and based on the verified Class Member's own discretion for the same, intended to screen for medical conditions including those potentially associated with exposure to Trichloroethylene ("TCE") in very high concentrations (far exceeding any of the indoor air concentrations of TCE ever detected in any residence or building at the MHPs), including kidney cancer, liver cancer, and hematolymphatic cancer:

- history and physical examination by board-certified physician
- blood chemistry, blood count and microscopy urinalysis
- CT scan of kidney (in a follow-up appointment, if determined necessary)
- liver ultrasound or MRI (in a follow-up appointment, if determined necessary)

(3) The costs of the medical consultation outlined will be billed by the physician to the Claims Administrator, and will be paid by the Claims Administrator from the Medical Consultation Fund portion of the Settlement Fund.

(4) Any medical consultation available to verified Class Members must be completed on or before the date which falls four (4) years after [date of Final Approval]. Medical consultation visits will be available to certified Class Members during the four year eligibility period, or until the Medical Consultation Fund is exhausted, whichever occurs first.

**Sampling/Mitigation Program Subclass (Subclass 2):**

(1) The Remediation/Mitigation Fund portion of the Settlement Fund, as described in Paragraph 19.1.2 of the Settlement Agreement, will be used to pay for plume monitoring, remediation, or mitigation, including but not limited to the installation of approved mitigation systems on mobile home coaches owned by Plaintiffs and Class Members of Subclass 2 within the definition set forth in Section 18.2 of the Settlement Agreement (the "Sampling/Mitigation Program"), as well as related fees and costs for such implementation consistent with the Settlement Agreement.

(2) In order to substantiate a Remediation/Mitigation Fund claim, Class Members of Subclass 2 must provide Ametek, or its designated agent, with a request that includes full names of all residence occupants, dates of birth, and unit number of the mobile home coach owned within the subject MHP. Once a Class Member's identifying information is provided, the Class Member's ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 may be verified with the current management of the relevant

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

MHP by Ametek. If no verification can be provided by MHP management, then the Class Member shall be required to provide two forms of documentation of ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 of the Settlement Agreement, including but not limited to tax forms, deeds, etc.

**Class Members of Subclass 2 who fail to submit a Claim to Ametek within 365 days after Final Approval will not be eligible to participate in the program thereafter.**

(3) Once Subclass 2 status is verified, the verified Class Member will be eligible to receive the Sampling/Mitigation Program benefit of two indoor air samples per year, approximately six months apart, for two years, and conducted in a manner consistent with and according to Department of Toxic Substance Control (DTSC)-approved sampling protocols, such as removal of specified household chemicals. The results of such sampling, and any necessary confirmation sampling, will be shared with the DTSC, or other appropriate regulatory or governmental agency, for review and to assess whether further sampling is needed and/or the installation of mitigation measures is appropriate and warranted. Where the installation of mitigation measures is determined to be necessary and appropriate by the DTSC, and upon request and approval from the DTSC, and unless otherwise ordered or advised by the DTSC, approved Subclass 2 Members will be entitled to the Sampling/Mitigation Program benefit of installation of a mitigation system consisting of passive venting of the crawlspace beneath their mobile home coach. Passive crawlspace venting will include the installation of replacement skirting materials comprised of lattice or meshing around the crawlspace area of the subject mobile home coach, or any similar materials approved by Ametek and the verified Class Member.

Any approved passive crawlspace venting pursuant to Paragraph 31.2.3 of the Settlement Agreement will be installed by Ametek or an agent designated by Ametek. No Defendant or Third-Party Defendant will be responsible for any claim for costs of any mitigation measures, including but not limited to passive crawlspace venting, that is not approved consistent with the terms of the Settlement Agreement or implemented by anyone not approved by Ametek or its designated agent.

The costs of the installation of the passive crawlspace venting outlined in Paragraph 31.2.3 of the Settlement Agreement will be paid by Ametek, or its agent from the Remediation/Mitigation Fund portion of the Settlement Fund.

Installation of passive crawlspace venting consistent with Paragraph 31.2.3 of the Settlement Agreement will not in any way waive or release additional or alternative mitigation measures for mobile home units at the subject MHPs, including those owned by Verified Class Members of Subclass 2, which are recommended and/or required by the Regional Water Quality Control Board, the DTSC, and/or any other regulatory or governmental agency charged with and responsible for oversight of response actions related to the contamination plume emanating from the Former Ametek Facility or the Site.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **11. What do I need to do to get settlement benefits?**

To make a claim against the Settlement Fund and to receive any medical consultation or sampling/mitigation benefits from the settlement, Class Members are required to submit a Claim

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**



Form. You should read the Claim Form instructions carefully and provide all the information that is requested.

All Claim Forms, must be mailed by first-class, postage prepaid, to the Claims Administrator postmarked no later than **Month DD, 20xx**:

\_\_\_\_ Settlement  
PO Box xxxx  
Portland, OR 97208-xxxx

If you change your address and want to receive a Claim Form at your new address, you should notify the Claims Administrator of your new address by sending written notice of your change of address to the Claims Administrator at the address above.

If you did not receive a Claim Form by mail, or if you need a Claim Form, you can get one in any of the following ways: (1) by downloading a Claim Form at the website; (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator's toll-free number at xxx-xxx-xxxx or (3) by requesting a Claim Form be mailed to you by writing to the Claims Administrator at the address provided above.

#### **12. What is the deadline for submitting a Claim Form?**

Claims Forms must be postmarked no later than **Month DD, 20xx**.

#### **13. How will my Claim be validated?**

Class Counsel or the Claims Administrator will, in their sole discretion, confirm the validity of each Claim Form for the medical consultation class and confirm that it provides the required information.

Ametek will, in its sole discretion, confirm the validity of each Claim Form for the sampling/mitigation class and confirm that it provides the required information.

#### **14. What am I giving up to receive settlement benefits?**

If the settlement becomes final, Class Members who submit a claim or do nothing at all will be releasing the Defendants and the Third-Party Defendants from all of the Released Claims described and identified in Section 32 of the Settlement Agreement. This means you will no longer be able to sue any of the Defendants or any of the Third-Party Defendants regarding any of the claims described in the Settlement Agreement (see Question 16).

The Settlement Agreement is available at [www.xxxxxxxx.com](http://www.xxxxxxxx.com). The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section "The Lawyers Representing You" for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to participate in this proposed settlement and you want to keep the right to sue any of the Defendants or any of the Third-Party Defendants about the legal issues in this case, then you must take steps to get out of the settlement. This is sometimes called "opting out" of the Settlement Class.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

**15. If I exclude myself, can I get anything from this settlement?**

No, if you exclude yourself, you may not apply for any benefits under the settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against any of the Defendants or any of the Third-Party Defendants in the future. You will not be bound by anything that happens in this class action settlement.

**16. If I do not exclude myself, can I sue later?**

Unless you exclude yourself, you give up the right to sue any of the Defendants or any of the Third-Party Defendants for all of the claims that the settlement resolves. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case. The full release is stated in Section 32 of the Settlement Agreement. (The Settlement Agreement can be found at [www.xxxxxxx.com](http://www.xxxxxxx.com)).

**17. How do I get out of the settlement?**

To exclude yourself from the settlement and Settlement Class, you must send the Claims Administrator a written and signed statement, entitled “Request for Exclusion.” The Request for Exclusion must:

- (1) Certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to exclude the Class Member from the Settlement and provide an affidavit or other proof of the Class Member’s standing;
- (2) Provide the filer’s name, address, telephone and facsimile number and email address (if available);
- (3) Include the Class Member’s name, address, telephone number, and e-mail address (if available); and
- (4) Be received by the deadline.

You must mail your completed Request for Exclusion, received by **Month, DD, 20xx** to:

\_\_\_ Administrator  
 PO Box xxxx  
 Portland, OR 97208-xxxx

A copy of your completed Request for Exclusion should also be sent to:

Court	CLASS COUNSEL	Counsel for Defendants and Third-Party Defendants
Clerk of the Court United States District Court Southern District of California _____ _____	Scott Summy Baron & Budd 3102 Oak Lawn Ave, Suite 1100 Dallas, TX 75219-3605	Counsel for Ametek: Edward C. Walton Sean M. Sullivan Procopio, Cory, Hargreaves & Savitch, LLP 525 B Street, Suite 2200 San Diego, CA 92101  Counsel for Senior: Kimberly Arouh Buchanan Ingersoll & Rooney LLP 600 West Broadway, Suite 1100 San Diego, CA 92101

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

		<p>Counsel for Mr. Deeney:  Michael Pietrykowski  Gordon &amp; Rees Scully Mansukhani LLP  111 Broadway, Suite 1700  Oakland, CA 94607</p> <p>Counsel for Greenfield/Starlight Third-Party Defendants:  Theresa H. Lazorisak  Cooksey, Toolen, Gage, Duffy &amp; Woog,  535 Anton Boulevard, Tenth Floor,  Costa Mesa, California 92626-1977</p> <p>Counsel for Villa Cajon Third-Party Defendants:  Robert M. Juskie  Colin Walshok  Wingert Grebing Brubaker &amp; Juskie  LLP, One America Plaza, Suite 1200,  600 West Broadway, San Diego,  California 92101</p>
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**If you do not want to be a part of the settlement, but do not send in a Request for Exclusion, you will remain a Class Member and lose any opportunity to exclude yourself from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.**

You cannot ask to be excluded/opt-out on the phone, by email, or at the website.

## **THE LAWYERS REPRESENTING YOU**

### **18. Do I have a lawyer in the case?**

The Court designated Scott Summy and the law firm of Baron & Budd as Class Counsel for the Plaintiffs and members of the Settlement Class. You will not be charged for Class Counsel. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### **19. Why is Class Counsel recommending the settlement?**

Class Counsel reached this settlement after weighing the risks and benefits to the Settlement Class of this settlement compared with those of continuing the lawsuit. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and numerous appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Class.

### **20. How will Class Counsel be paid?**

If the settlement is approved by the Court, Class Counsel will ask the Court for an award of attorneys' fees in an amount not to exceed 25% of the gross amount awarded to the Settlement Class plus costs and expenses and incentive awards of up to \$5,000 per Plaintiff. Any award of attorneys' fees, expenses, costs or incentive awards, ordered by the Court will be paid from the Settlement Fund according to the terms and limitations of the Settlement Agreement.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

## OBJECTING TO THE SETTLEMENT

### 21. How do I tell the Court if I do not like the settlement?

If you do not exclude yourself from the Settlement Class, you may, if you wish, object to the Settlement or an award of fees or expenses to Class Counsel.

To do so, you or your own attorney must provide a written and signed statement, entitled “Objection”.

(1) All Objections must:

- a. Certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to object on behalf of the Class Member and provide an affidavit or other proof of the Class Member’s standing;
- b. Provide the name, address, telephone and facsimile number and email address (if available) of the filer and the Class Member;
- c. Provide the name, address, telephone and facsimile number and email address (if available) of any counsel representing the Class Member;
- d. State all objections asserted by the Class Member and the specific reason(s) for each objection, and include all legal support and evidence the Class Member wishes to bring to the Court’s attention;
- e. Indicate if the Class Member wishes to appear at the Final Fairness Hearing; and
- f. Identify all witnesses the Class Member may call to testify.

(2) Class Members may object either on their own or through any attorney hired at their own expense. If a Class Member is represented by counsel, the attorney must: file a notice of appearance with the Clerk of Court no later than **Month DD, 20xx**, and serve all Parties in accordance with Fed. R. Civ. P. 5 within the same time period.

(3) Any Class Member who fully complies with the provisions of the Objection requirements listed here in Question 21 may, in the Court’s discretion, appear at the Final Fairness Hearing to object to the Settlement or the award of fees and costs to Class Counsel. Any Class Member who fails to comply with the provisions listed in Question 21 will waive and forfeit any and all rights and objections the Class Member may have asserted in this action, and will be bound by all the terms of the Agreement and by all proceedings, orders and judgments with respect to the Settlement.

Your Objection must be filed with the Clerk of the Court and served on Class Counsel and Defendant’s counsel by first-class United States Mail, postmarked no later than **Month DD, 20xx**. The copies to be filed with the Court and served on Class Counsel, Defendants’ counsel, and Third-Party Defendants’ counsel, and must be mailed to the following addresses:

Court	CLASS COUNSEL	Counsel for Defendants and Third-Party Defendants
Clerk of the Court United States District Court Southern District of California _____ _____	Scott Summy Baron & Budd 3102 Oak Lawn Ave, Suite 1100 Dallas, TX 75219-3605	Counsel for Ametek: Edward C. Walton Sean M. Sullivan Procopio, Cory, Hargreaves & Savitch, LLP 525 B Street, Suite 2200 San Diego, CA 92101

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

		<p>Counsel for Senior:  Kimberly Arouh  Buchanan Ingersoll &amp; Rooney LLP  600 West Broadway, Suite 1100  San Diego, CA 92101</p> <p>Counsel for Mr. Deeney:  Michael Pietrykowski  Gordon &amp; Rees Scully Mansukhani LLP  111 Broadway, Suite 1700  Oakland, CA 94607</p> <p>Counsel for Greenfield/Starlight Third-Party Defendants:  Theresa H. Lazorisak  Cooksey, Toolen, Gage, Duffy &amp; Woog,  535 Anton Boulevard, Tenth Floor,  Costa Mesa, California 92626-1977</p> <p>Counsel for Villa Cajon Third-Party Defendants:  Robert M. Juskie  Colin Walshok  Wingert Grebing Brubaker &amp; Juskie  LLP, One America Plaza, Suite 1200,  600 West Broadway, San Diego,  California 92101</p>
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**If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the settlement or to appeal from any order or judgment entered by the Court in connection with the settlement.**

**22. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself (opting-out) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement and you will not be eligible to apply for any benefits under the settlement because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

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

On **Month DD, 20xx, at \_\_: \_\_.m.**, the Court will hold a public hearing in the United States District Court for the Southern District of California, located at the U.S. Courthouse, \_\_, \_\_, CA \_\_, to determine whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court also will consider Class Counsel’s application for an award of attorneys’ fees and expense reimbursement and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class so you

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

should check the website for updates. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. It is unknown how long these decisions will take.

#### **24. Do I have to come to the hearing?**

No, Class Counsel will answer any questions the Court has. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. If you mailed your written objection on time, the Court will consider it. You may pay your own lawyer to attend the Fairness Hearing, but it is not necessary.

### **IF YOU DO NOTHING**

#### **25. What happens if I do nothing at all?**

If you are a Class Member and do nothing, you will not get benefits from the settlement. And, unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against any of the Defendants or any of the Third-Party Defendants about the statements and claims at issue in this case.

### **GETTING MORE INFORMATION**

#### **26. How do I get more information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions and Answers at [www.xxxxxxx.com](http://www.xxxxxxx.com). You may also write with questions to \_\_\_ Settlement, PO Box xxxx, \_\_\_\_\_ 97208-xxxx or send an e-mail to [info@xxxxxxx.com](mailto:info@xxxxxxx.com). You can get a Claim Form at the website, or have a Claim Form mailed to you. If you wish to communicate directly with Class Counsel, you may contact them at the address listed above in Question 21, or by e-mail at [xxx@xxxxxxx.com](mailto:xxx@xxxxxxx.com). You may also seek advice and guidance from your own private attorney at your own expense.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

**If you resided in Greenfield Mobile Estates, Starlight Mobile Home Park or Villa Cajon Mobile Home Estates in El Cajon, California for one or more calendar years from January 1, 1963 through [date of preliminary approval], or currently own a mobile home in one of those parks, you may qualify for benefits from a class action settlement.**

*This Notice may affect your rights, so please read it carefully.*

A settlement has been reached in a class action lawsuit about claims of exposure to toxic contamination from waste materials stored below ground at the Former Ametek Facility (located at 790 Greenfield Avenue, El Cajon, California). Plaintiffs' claims arise from alleged contamination of groundwater, soil vapor and indoor air on and below downgradient properties, including the Greenfield Mobile Estates, Starlight Mobile Home Park, and Villa Cajon Mobile Home Estates, (collectively the MHPs") where Plaintiffs currently or formerly resided. As a result, Plaintiffs claim they have been exposed to toxic contamination ("the plume") and have suffered damages.

The parties being sued in this lawsuit deny any and all alleged liability, wrongdoing, violations, and/or damages allegedly caused with respect to any and all claims asserted or that could have been asserted in the lawsuit. The Court has not decided who is right, but the Plaintiffs and the parties being sued have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.

### **WHO IS INCLUDED?**

The Medical Consultation Program Subclass is: Every person who resided in the following mobile home park units for 1 or more calendar years from January 1, 1963 through [date of preliminary approval]:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

The Mobile Home Coach Sampling/Mitigation Program Subclass is: Every person who as of [date of preliminary approval], owns a mobile home coach in the following mobile home parks:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

### **WHAT DOES THE SETTLEMENT PROVIDE?**

The parties being sued in this lawsuit who have agreed to this settlement are Ametek, Inc., Senior Operations LLC and Thomas Deeney ("Defendants") and Greenfield MHP Associates, L.P.,

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

Starlight MHP, LLC, Kort & Scott Financial Group, LLC, Tustin Ranch Partners, Inc., Sierra Corporate Management, Inc., KMC CA Management, LLC, Kingsley Management Corp., and Villa Cajon MHC, L.P. (“Third-Party Defendants”). If the settlement is approved by the Court and not subject to a successful appeal, a Settlement Fund of \$1,500,000.00 will be established to pay for medical consultation benefits for Plaintiffs and Class Members, as well as fees and costs consistent with the Settlement Agreement; a separate \$2,000,000 Settlement Fund will be established for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.

**Medical Consultation Subclass (Subclass 1)**

(1) Each verified Class Member shall be eligible for one (1) medical consultation with a doctor selected by Class Counsel to receive any or all of the following procedures, pursuant to the advice of the selected physician and based on the verified Class Member’s own discretion for the same, intended to screen for medical conditions including those potentially associated with exposure to Trichloroethylene (“TCE”) in very high concentrations (far exceeding any of the indoor air concentrations of TCE ever detected in any residence or building at the MHPs), including kidney cancer, liver cancer, and hematolymphatic cancer:

- history and physical examination by board-certified physician
- blood chemistry, blood count and microscopy urinalysis
- CT scan of kidney (in a follow-up appointment, if determined necessary)
- liver ultrasound or MRI (in a follow-up appointment, if determined necessary)

(2) The costs of the medical consultation outlined here will be billed by the physician to the Claims Administrator, and will be paid by the Claims Administrator from the Medical Consultation Fund portion of the Settlement Fund.

(3) Any medical consultation available to verified Class Members shall be completed on or before the date which falls four (4) years after Final Approval, as defined in the Settlement Agreement. Medical consultation visits shall be available to verified Class Members during the four year eligibility period, or until the Medical Consultation Fund is exhausted, whichever occurs first.

**Sampling/Mitigation Program Subclass (Subclass 2)**

(1) In order to substantiate a Remediation/Mitigation Fund claim, Class Members of Subclass 2 must provide Ametek, or its designated agent, with a request that includes full names of all residence occupants, dates of birth, and unit number of the mobile home coach owned within the subject MHP. Once a Class Member’s identifying information is provided, the Class Member’s ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 may be verified with the current management of the relevant MHP by Ametek. If no verification can be provided by MHP management, then the Class Member shall be required to provide two forms of documentation of ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 of the Settlement Agreement, including but not limited to tax forms, deeds, etc.

(2) Once Subclass 2 status is verified, the verified Class Member will be eligible to receive the Sampling/Mitigation Program benefit of two indoor air samples per year, approximately six months apart, for two years, and conducted in a manner consistent with and according to Department of Toxic Substance Control (DTSC)-approved sampling protocols, such as removal of specified household chemicals. The results of such sampling, and any necessary confirmation

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**



sampling, will be shared with the DTSC, or other appropriate regulatory or governmental agency, for review and to assess whether further sampling is needed and/or the installation of mitigation measures is appropriate and warranted. Where the installation of mitigation measures is determined to be necessary and appropriate by the DTSC, and upon request and approval from the DTSC, and unless otherwise ordered or advised by the DTSC, approved Subclass 2 Members will be entitled to the Sampling/Mitigation Program benefit of installation of a mitigation system consisting of passive venting of the crawlspace beneath their mobile home coach. Passive crawlspace venting will include the installation of replacement skirting materials comprised of lattice or meshing around the crawlspace area of the subject mobile home coach, or any similar materials approved by Ametek and the verified Class Member.

Any approved passive crawlspace venting pursuant to Paragraph 31.2.3 of the Settlement Agreement will be installed by Ametek or an agent designated by Ametek. No Defendant or Third-Party Defendant will be responsible for any claim for costs of any mitigation measures, including but not limited to passive crawlspace venting, that is not approved consistent with the terms of the Settlement Agreement or implemented by anyone not approved by Ametek or its designated agent.

The costs of the installation of the passive crawlspace venting outlined in Paragraph 31.2.3 of the Settlement Agreement will be paid by Ametek, or its agent from the Remediation/Mitigation Fund portion of the Settlement Fund.

Installation of passive crawlspace venting consistent with Paragraph 31.2.3 of the Settlement Agreement will not in any way waive or release additional or alternative mitigation measures for mobile home units at the subject MHPs, including those owned by Verified Class Members of Subclass 2, which are recommended and/or required by the Regional Water Quality Control Board, the DTSC, and/or any other regulatory or governmental agency charged with and responsible for oversight of response actions related to the contamination plume emanating from the Former Ametek Facility or the Site.

## **How Do You Receive Medical Consultation?**

You must submit a Claim Form to receive any medical consultation or Sampling/Mitigation Program benefits from the settlement. All Claim Forms, must be mailed, postage prepaid, to the Claims Administrator postmarked no later than **Month DD, 20xx**. To get a Claim Form, visit the website listed below. Class Counsel and/or the Claims Administrator will, in their sole discretion, confirm the validity of each Claim Form and confirm that it provides the required information.

If the settlement becomes final, Class Members who submit a claim or do nothing at all will be releasing the Defendants and the Third-Party Defendants from all of the Released Claims described and identified in Section 32 of the Settlement Agreement. This means you will no longer be able to sue any of the Defendants or any of the Third-Party Defendants regarding any of the claims described in the Settlement Agreement.

## **WHAT ARE MY OTHER OPTIONS?**

If you do not want to be a part of the settlement, you must exclude yourself by **Month DD, 20xx**. If you exclude yourself, you cannot receive medical consultation or sampling/mitigation benefits from the settlement. If you stay in the settlement, you may object to it by **Month DD, 20xx**. The detailed written notice available at the website explains how to exclude yourself or object. If you do nothing, you will remain a Class Member and lose any opportunity to exclude yourself

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

Chief Judge Larry A. Burns of the United States District Court for the Southern District of California will hold a hearing in this case, *Cox, et al. v. Ametek, Inc. et al.*, Case No. 3:17-cv-00597-GPC-AGS (the “*Cox I* Action”) (S.D. Cal.) on **Month DD, 20xx**. At this hearing, the Court will determine whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. You or your own lawyer, if you have one, are welcome to attend the hearing at your own expense, but your attendance is not necessary. If the settlement is approved by the Court, Class Counsel will ask the Court for an award of attorneys’ fees in an amount not to exceed 25% of the gross amount awarded to the Settlement Class plus costs and expenses and incentive awards of up to \$5,000 per Plaintiff. Any award of attorneys’ fees, expenses, costs or incentive awards, ordered by the Court will be paid from the Settlement Fund.

To get more information, including the Settlement Agreement, visit the website or call the toll free number. The Settlement Agreement explains your rights and obligations as a Class Member. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private attorney at your own expense.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

# **EXHIBIT 4**

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

DANIELLE TRUJILLO, as Guardian  
Ad Litem for KADEN PORTER, a  
minor, et al., on Behalf of Themselves  
and All Others Similarly Situated,

Plaintiffs,

v.

AMETEK, INC., et al.,

Defendants.

No. 3:15-cv-01394-GPC-AGS

CLASS ACTION

ADAM COX, individually, by and  
through his durable power of attorney, et  
al.,

Plaintiffs,

v.

AMETEK, INC., et al.,

Defendants.

No. 3:17-cv-0597-GPC-AGS

CLASS ACTION

1                    **DECLARATION OF CAMERON R. AZARI, ESQ. ON NOTICES AND**  
2                    **NOTICE PLAN**

3 I, CAMERON R. AZARI, ESQ., hereby declare and state as follows:

4                    1. My name is Cameron R. Azari, Esq. I have personal knowledge of the  
5 matters set forth herein, and I believe them to be true and correct.

6                    2. I am a nationally recognized expert in the field of legal notice and I  
7 have served as an expert in dozens of federal and state cases involving class  
8 action notice plans.

9                    3. I am the Director of Legal Notice for Hilsoft Notifications  
10 (“Hilsoft”), a firm that specializes in designing, developing, analyzing and  
11 implementing large-scale, un-biased, legal notification plans. Hilsoft is a  
12 business unit of Epiq Class Action & Claims Solutions (“EPIQ”).

13                    4. Hilsoft has been involved with some of the most complex and  
14 significant notices and notice programs in recent history. With experience in  
15 more than 400 cases, notices prepared by Hilsoft have appeared in 53 languages  
16 with distribution in almost every country, territory and dependency in the world.  
17 Judges, including in published decisions, have recognized and approved  
18 numerous notice plans developed by Hilsoft, which decisions have always  
19 withstood collateral reviews by other courts and appellate challenges. Hilsoft’s  
20 curriculum vitae is included as **Attachment 1**.

21                    5. This declaration details the Settlement Notice Plan (“Notice Plan” or  
22 “Plan”) proposed here for the contemporaneous Settlements in *Trujillo, et al. v.*  
23 *Ametek, Inc., et al.*, Case No. 3:15-cv-01394-GPC-AGS and *Cox, et al. v.*  
24 *Ametek, Inc., et al.*, Case No. 3:17-cv-0597-GPC-AGS (the “*Cox I* Action”) in  
25 the United States District Court for the Southern District of California. The facts  
26 in this declaration are based on my personal knowledge, as well as information  
27 provided to me by my colleagues in the ordinary course of my business at  
28 Hilsoft and Epiq.

1           6. The Notice Plan is designed to provide notice to the following  
2 Settlement Class and Subclasses:

3           **Cox I Action Settlement:**

4           Medical Consultation Program Subclass:

5           Every person who resided in the following mobile home parks for 1  
6 or more calendar years from January 1, 1963 through Preliminary  
7 Approval:

- 8           • Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA  
9           92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA  
          92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon,  
          CA 92021

10           **Cox I Action Settlement:**

11           Mobile Home Coach Sampling/Mitigation Program Subclass:

12           Every person who as of Preliminary Approval, owns a mobile home  
13 coach in the following mobile home park locations:

- 14           • Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA  
15           92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA  
          92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon,  
          CA 92021

16           **Trujillo Settlement:**

17           The settlement includes every person who: (1) Attended  
18 Magnolia Elementary School as a student for one or more  
19 school years from January 1, 1963 through Preliminary  
20 Approval; (2) Worked as staff at Magnolia Elementary School  
21 for one or more school years from January 1, 1963 through  
22 Preliminary Approval.

23           7. I understand that in the *Cox I* action, some Class Member name and  
24 address data is available from the Third-Party Defendants who own or operate  
25 the mobile parks for the *Cox I Action* Settlement, but that for much of the  
26 *Trujillo* and *Cox I* Classes no contact information is available. Rule 23 (FRCP  
27 23(c)(2)(B) directs that the best notice practicable under the circumstances must  
28 include “individual notice to all members who can be identified through

1 reasonable effort.” For any Class Members who are identified, a Short Form  
2 Notice will be sent via United States Postal Service (“USPS”) first class mail.  
3 Media notice in the form of Newspaper and Online Banner Notices in the  
4 geographic areas covered by the Settlement, Sponsored Search Listings and a  
5 Press Release will provide notice to those for whom address information is not  
6 available.

### 7 *Individual Notice*

8 8. Sending individual notice via first class mail in the form of a summary  
9 notice has become a common practice in class actions at both the class  
10 certification and settlement stages. A summary notice offers enough space to  
11 provide a clear and concise summary of the litigation and the rights and options  
12 available to class members. Readers are then guided to a dedicated website in  
13 order to receive more detailed information about the lawsuit and their rights. As  
14 in all notice efforts we implement, the Summary Notice here will be mailed via  
15 USPS first class mail. A separate Summary Notice will be mailed to the  
16 available Class Members for the *Cox I Action* Settlement. Copies of the  
17 Proposed Short Form Notices for each Settlement are included as **Attachment 2**.

18 9. In order to ensure the most accurate mailings possible, Class Member  
19 addresses will be certified using the Coding Accuracy Support System  
20 (“CASS”) and verified through Delivery Point Validation (“DPV”). Any Short  
21 Form Notices returned as undeliverable will be re-mailed to any new address  
22 available through postal service information, for example, to the address  
23 provided by the postal service on returned pieces for which the automatic  
24 forwarding order has expired, but which is still during the period in which the  
25 postal service returns the piece with the address indicated, or to better addresses  
26 that may be found after reasonable, additional third-party source lookups. Upon  
27 successfully locating better addresses, Short Form Notices will be promptly re-mailed.  
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1 10. The Notices feature the website address of the case website. By  
2 accessing the website, recipients will be able to easily access the Detailed  
3 Notices, Complaints, Settlement Agreements, Answers to a list of Frequently  
4 Asked Questions and other information about the lawsuits. Visitors to the case  
5 website will also be able to learn about their rights to request exclusion from the  
6 Class and/or Subclasses and how to exercise that right if they choose. Visitors  
7 to the website will also be able to download a Claim Form for each Settlement.

8 11. The Detailed Notice begins with a summary page providing a concise  
9 overview of the important information and a table highlighting key options  
10 available to Class Members (including their right to request exclusion from the  
11 Class and/or Subclasses). A question and answer format makes it easy to find  
12 answers to common questions by breaking the information into simple headings.  
13 The proposed Detailed Notices are included as **Attachment 3**.

14 ***Local Newspaper Notice***

15 12. To supplement the individual notice efforts and to reach the members  
16 of the *Trujillo* and *Cox I* Settlements for whom contact information may not be  
17 available, a Publication Notice will appear in five selected local newspapers in  
18 California, as an approximately 1/8 page to 1/2 page ad unit. The proposed  
19 Publication Notice (combined notice for both the *Cox I Action* Settlement and  
20 the *Trujillo* Settlement) is included as **Attachment 4**. The selected newspapers are:

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<i>Publication</i>	<i>Distribution</i>	<i># of Insertions</i>	<i>Language</i>
<i>East County Californian</i>	El Cajon, CA	2x Weekly	English
<i>San Diego Union-Tribune</i>	San Diego, CA	2x Weekday	English
<i>San Diego Voice &amp; Viewpoint</i>	San Diego, CA	2x Weekly	English
<i>El Latino</i>	San Diego, CA	2x Weekly	Spanish
<i>Hoy San Diego</i>	San Diego, CA	2x Weekly	Spanish

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1 ***Local Internet Banner Notice***

2 13. The Notice Plan includes Banner Notices measuring 728 x 90 and 300  
3 x 250 pixels that will be placed for a 31-day period on the corresponding news  
4 websites for the newspapers listed above (where available). The Banner Notice  
5 will be published on the newspaper websites *SanDiegoUnionTribune.com* and  
6 *SanDiegoUnionTribune.com/Hoy-San-Diego* (in Spanish).

7 14. Banner Notices measuring 254 x 133 will also be placed on *Facebook*.  
8 The Banner Notices published on *Facebook* will be geo-targeted to people who  
9 live in a 10 mile radius of target areas (Magnolia Elementary School, 650  
10 Greenfield Drive, El Cajon, CA 92021; Greenfield Mobile Estates, 400  
11 Greenfield Drive, El Cajon, CA 92021; Starlight Mobile Home Park, 351 E  
12 Bradley Avenue, El Cajon, CA 92021; and Villa Cajon Mobile Home Estates,  
13 255 E Bradley Ave., El Cajon, CA 92021).

14 15. Combined, an estimated 1.7 million adult impressions will be generated  
15 by the Banner Notice. Clicking on the Banner Notices will link viewers to the  
16 case website where they can obtain detailed information about the Settlement.

17 ***Internet Sponsored Search Listings***

18 16. To facilitate locating the case website, sponsored search listings will be  
19 acquired on the three most highly-visited internet search engines: *Google*,  
20 *Yahoo!* and *Bing*. When search engine visitors search on common keyword  
21 combinations the sponsored search listing generally will be displayed at the top  
22 of the page prior to the search results or in the upper right hand column.

23 17. Clicking on the sponsored search listing will direct the user directly to  
24 the case website. The internet sponsored search listings will be geo-targeted to  
25 San Diego, California.

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***Informational Release***

18. To build additional reach and extend exposures, a party-neutral Informational Release will be issued to general media (print and broadcast) outlets across California and online databases and websites. The Informational Release will serve a valuable role by providing additional notice exposures beyond what is provided by the paid media.

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***Case Website***

19. A settlement website will be established for the settlement with an easy to remember domain name. Class Members will be able to obtain additional information and documents including the Detailed Notices, Settlement Agreements, Preliminary Approval Order and any other information that the parties agree to provide or that the Court may require. Answers to Frequently Asked Questions will also be available to the Class. The website will also include information on how potential Class Members can opt-out of the Settlements or object to the Settlements if they choose. The website address will be prominently displayed in all printed notice documents.

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***Toll-free Telephone Number and Postal Mailing Address***

20. A toll-free number will be established. Callers will be able to hear an introductory message. Callers will then have the option to continue to get information about the Settlements in the form of recorded answers to frequently asked questions. Callers will also have an option to request a Detailed Notice by mail.

21. A postal mailing address and email address will be provided, allowing Class Members the opportunity to request additional information or ask questions via these channels.


1 **CONCLUSION**

2 22. In class action notice planning, execution, and analysis, we are  
3 guided by due process considerations under the United States Constitution, by  
4 state and local rules and statutes, and by case law pertaining to the recognized  
5 notice standards under Rule 23. This framework directs that the notice program  
6 be optimized to reach the class and, in a settlement class action notice situation  
7 such as this, that the notice or notice program itself not limit knowledge of the  
8 availability of benefits—nor the ability to exercise other options—to class  
9 members in any way. All of these requirements will be met in this case.

10 23. The Notice Program will provide the best notice practicable under the  
11 circumstances of this case, conform to all aspects of Federal Rule of Civil  
12 Procedure 23, and comport with the guidance for effective notice articulated in the  
13 Manual for Complex Litigation 4th.

14 24. The Notice Plan schedule affords sufficient time to provide full and  
15 proper notice to Settlement Class Members before the opt-out and objection  
16 deadlines.

17 I declare under penalty of perjury that the foregoing is true and correct.  
18 Executed on March 19, 2020.

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21 \_\_\_\_\_  
22 Cameron R. Azari, Esq.

# Attachment 1

# HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft Notifications (“Hilsoft”) has been retained by defendants and/or plaintiffs for more than 400 cases, including more than 35 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 24 years, Hilsoft’s notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford vehicles as part of \$1.49 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 59.6 million potential Class Members and notice via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and specialized behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan and Ford)***, MDL No. 2599 (S.D. Fla.).
- For a \$250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a Notice Program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 80% of all U.S. Adults Aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company, et al.***, 12-cv-00660 (S.D. Ill.)
- Hilsoft designed a Notice Program that included extensive data acquisition and mailed notice to notify owners and lessees of specific models of Mercedes-Benz vehicles. The Notice Program designed and implemented by Hilsoft reached approximately 96.5% of all Class Members. ***Callaway v. Mercedes-Benz USA, LLC***, No. 8:14-cv-02011–JVS-DFM (C.D. Cal.).
- For a \$20 million TCPA settlement that involved Uber, Hilsoft created a Notice Program, which resulted in notice via mail or email to more than 6.9 million identifiable class members. The combined measurable effort reached approximately 90.6% of the Settlement Class with direct mail and email, measured newspaper and internet banner ads. ***Vergara, et al., v. Uber Technologies, Inc.*** No. 1:15-CV-06972 (N.D. Ill.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).
- Hilsoft designed and implemented an extensive settlement Notice Plan for a class period spanning more than 40 years for smokers of light cigarettes. The Notice Plan delivered a measured reach of approximately 87.8% of Arkansas Adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas Adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio PSAs, sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, No. 60CV03-4661 (Ark. Cir.).
- One of the largest claim deadline notice campaigns ever implemented, for BP’s \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).

- Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Date Notice)***, 14-10979(CSS) (Bankr. D. Del.).
- Landmark \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, MDL No. 1720 (E.D.N.Y.).
- BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M& I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- One of the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.).
- One of the largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement providing payments up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).
- One of the largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation***, MDL No. 1350 (N.D. Ill.).
- One of the most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.***, 8:07-cv-1434-T-23TGW (M.D. Fla.).
- Large combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).
- A comprehensive notice effort in a securities class action for the \$1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation***, MDL No. 1539 (D. Md.).

## LEGAL NOTICING EXPERTS

### **Cameron Azari, Esq., Director of Legal Notice**

Cameron Azari, Esq. has more than 18 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re: Takata Airbag Products Liability Litigation*, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, *In re: Checking Account Overdraft Litigation*, and *In re Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at [caza@legalnotice.com](mailto:caza@legalnotice.com).

### **Lauran Schultz, Epiq Managing Director**

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at [lschultz@hilsoft.com](mailto:lschultz@hilsoft.com).

### **Kyle Bingham, Manager of Strategic Communications**

Kyle Bingham has 14 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy and other legal cases.

## ARTICLES AND PRESENTATIONS

- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, November 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30<sup>th</sup> National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5<sup>th</sup> Annual Western Regional CLE Program on Class Actions and Mass Torts. Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** Co-Author, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.

- **Cameron Azari** Speaker, “2016 Cybersecurity & Privacy Summit. Moving From ‘Issue Spotting’ To Implementing a Mature Risk Management Model.” King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, “Pitfalls of Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI’s 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin’s Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- **Cameron Azari** Co-Author, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, April 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International’s 8<sup>th</sup> Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International’s 7<sup>th</sup> Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International’s 5<sup>th</sup> Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.



- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International’s 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements” – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, “Twice the Notice or No Settlement.” Current Developments – Issue II, August 2003.
- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication” – Weil Gotshal litigation group, New York, NY, 2003.

## JUDICIAL COMMENTS

**Judge Alison J. Nathan, *Pantelyat v. Bank of America, N.A., et al.*** (January 31, 2019) 16-cv-8964 (S.D.N.Y.):

*The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.*

**Kenneth M. Hoyt, *Al’s Pals Pet Card, LLC, et al v. Woodforest National Bank, N.A., et al.*** (January 30, 2019) 4:17-cv-3852 (S.D. Tex):

*[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.*

**Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation*** (January 23, 2019) MDL No. 2817 (N.D. Ill.):

*The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Ford)*** (December 20, 2018) MDL No. 2599 (S.D. Fla.):

*The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

**Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company, et al.*** (December 16, 2018) 3:12-cv-00660-DRH-SCW (S.D. Ill.):

*The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program “estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times.” Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.*

**Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.*** (November 13, 2018) 14-cv-7126 (S.D.N.Y.):

*The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

**Judge William L. Campbell, Jr., *Ajose v. Interline Brands, Inc.*** (October 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

*The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.*

**Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN*** (October 15, 2018) 3:16-cv-05486 (N.D. Cal.):

*[T]he Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B)...The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.*

**Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.*** (September 28, 2018) 1:17-cv-23006-MGC (S.D. Fla.):

*The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the Case 1:17-cv-23006-MGC Document 66 Entered on FLSD Docket 09/28/2018 Page 3 of 7 4 proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

**Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.*** (September 27, 2018) 5:16-cv-04261-BLF (N.D. Cal.):

*The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.*

**Judge M. James Lorenz, *Farrell v. Bank of America, N.A.*** (August 31, 2018) 3:16-cv-00492-L-WVG (S.D. Cal.):

*The Court therefore finds that the Class Notices given to Settlement Class Case 3:16-cv-00492-L-WVG Document 133 Filed 08/31/18 PageID.2484 Page 10 of 17 11 3:16-cv-00492-L-WVG 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

**Judge Dean D. Pregerson, *Falco et al. v. Nissan North America, Inc. et al.*** (July 16, 2018) 2:13-cv-00686 DDP (MANx) (C.D. Cal.):

*Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

**Judge Lynn Adelman, *In re: Windsor Wood Clad Window Product Liability Litigation*** (July 16, 2018) MDL No. 16-MD-02688 (E.D. Wis.):

*The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.*

**Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute, et al.*** (June 18, 2018) No. 0803-03530 (Ore. Cir., County of Multnomah)

*This Court finds that the distribution of the Notice of Settlement was effected in accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

**Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.*** (June 1, 2018) No. 14-cv-7126 (JMF) (S.D.N.Y.):

*The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

**Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)*** (May 8, 2018) No. RG16813803 (Cal. Sup. Ct., County of Alameda):

*The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.*

*[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.*

**Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC*** (May 8, 2018), No. 17-cv-22967 (S.D. Fla.):

*The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

**Chancellor Russell T. Perkins, *Morton v. GreenBank*** (April 18, 2018) 11-135-IV (20<sup>th</sup> Jud. Dist. Tenn.):

*The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.*

**Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC*** (March 8, 2018) 8:14-cv-02011-JVS-DFM (C.D. Cal.):

*The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.*

*The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.*

*The Court has considered and rejected the objection . . . [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator*

**Judge Thomas M. Durkin, *Vergara, et al., v. Uber Technologies, Inc.*** (March 1, 2018) 1:15-CV-06972 (N.D. Ill.):

*The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the*

*United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Honda & Nissan)*** (February 28, 2018) MDL No. 2599 (S.D. Fla.):

*The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

**Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company*** (February 9, 2018) 4:14-cv-04008-SOF (W.D. Kan.):

*Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.*

**Judge Muriel D. Hughes, *Glasko v. Independent Bank Corporation*** (January 11, 2018) 13-009983-CZ:

*The Court-approved Notice Plan satisfied due process requirements . . . The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.*

**Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.*** (December 13, 2017) 13-CV-0703-NRB (S.D.N.Y.):

*The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

**Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.*** (December 1, 2017) 2:16-cv-132 LGW-RSB (S.D. GA.):

*Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.*

**Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation*** (November 29, 2017) 9:16-cv-81911-RLR (S.D. Fla):

*The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

**Judge Donald M. Middlebrooks, *Mahoney v TT of Pine Ridge, Inc.*** (November 20, 2017) 9:17-cv-80029-DMM (S.D. Fla.):

*Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).*

**Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.*** (November 8, 2017) 2:14-cv-04464-GAM (E.D. Penn.):

*Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (BMW, Mazda, Toyota, & Subaru)*** (November 1, 2017) MDL No. 2599 (S.D. Fla.):

*[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

**Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation*** (May 17, 2017) MDL No. 2672 (N.D. Cal.):

*The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "appris[e]d interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)*

**Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.*** (May 15, 2017) No. CJ-2015-00859 (Dist. Ct. Okla.):

*The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" ( 12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).*

**Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company*** (April 13, 2017) No. 8:15-cv-00061-JFB-FG3 (D. Neb.):

*The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.*

**Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company, et al.*** (April 13, 2017) No. 4:12-cv-00664-YGR (N.D. Cal.):

*The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.*

*Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.*

*Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).*

**Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc., et al*** (December 14, 2016) No. 2:12-cv-02247 (D. Kan.) and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al*** (December 14, 2016) No. 2:13-cv-2634 (D. Kan.):

*The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.*

**Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation*** (December 9, 2016) MDL No. 2380 (M.D. Pa.):

*The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.*

**Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.*** (November 21, 2016) No. 60CV03-4661 (Ark. Cir.):

*The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.*

**Judge Eileen Bransten, *In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation*** (October 13, 2016) No. 650562/2011 (Sup. Ct. N.Y.):

*This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.*

**Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation*** (September 20, 2016) MDL No. 2540 (D. N.J.):

*The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.*

**Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.*** (April 11, 2016) No. 14-23120 (S.D. Fla.):

*Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and*

conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

**Judge Yvonne Gonzalez Rogers, In Re: Lithium Ion Batteries Antitrust Litigation** (March 22, 2016) No. 4:13-MD-02420-YGR (N.D. Cal.):

*From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.*

**Judge Christopher S. Sontchi, In re: Energy Future Holdings Corp, et al.,** (July 30, 2015) 14-10979(CSS) (Bankr. D. Del.):

*Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.*

**Judge David C. Norton, In re: MI Windows and Doors Inc. Products Liability Litigation** (July 22, 2015) MDL No. 2333, No. 2:12-mn-00001 (D. S.C.):

*The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.*

*The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.*

**Judge Robert W. Gettleman, Adkins v. Nestle Purina PetCare Company, et al.,** (June 23, 2015) No. 12-cv-2871 (N.D. Ill.):

*Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.*

**Judge James Lawrence King, Steen v. Capital One, N.A.** (May 22, 2015) No. 2:10-cv-01505-JCZ-KWR (E.D. La.) and No. 1:10-cv-22058-JLK (S.D. Fla.) as part of **In Re: Checking Account Overdraft Litigation**, MDL 2036 (S.D. Fla.)

*The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.*



**Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.***, (December 29, 2014) No. 1:10-cv-10392-RWZ (D. Mass.):

*This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.*

**Judge Edward J. Davila, *Rose v. Bank of America Corporation, and FIA Card Services, N.A.***, (August 29, 2014) No. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (N.D. Cal.):

*The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.*

**Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.*** (June 27, 2014) No. CGC-12-519221 (Cal. Super. Ct.):

*Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.*

**Judge John Gleeson, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, (December 13, 2013) No. 1:05-cv-03800 (E.D. NY.):

*The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.*

**Judge Lance M. Africk, *Evans, et al. v. TIN, Inc., et al.***, (July 7, 2013) No. 2:11-cv-02067 (E.D. La.):

*The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.*

**Judge Edward M. Chen, *Marolda v. Symantec Corporation***, (April 5, 2013) No. 08-cv-05701 (N.D. Cal.):

*Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.*

**Judge Ann D. Montgomery, *In re Zurn Pex Plumbing Products Liability Litigation*,** (February 27, 2013)  
No. 0:08cv01958 (D. Minn.):

*The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.*

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [\*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

**Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.*,** (January 28, 2013) No. 3:10-cv-960 (D. Or.):

*Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.*

**Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***  
*(Medical Benefits Settlement)*, (January 11, 2013) MDL No. 2179 (E.D. La.):

*Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)*

*The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.*

**Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***  
*(Economic and Property Damages Settlement)*, (December 21, 2012) MDL No. 2179 (E.D. La.):

*The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.*

*The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The*

Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

**Judge Alonzo Harris, Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.**, (August 17, 2012) No. 12-C-1599 (27<sup>th</sup> Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice 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 as Defined.

**Judge James Lawrence King, In re Checking Account Overdraft Litigation (IBERIABANK)**, (April 26, 2012) MDL No. 2036 (S.D. Fla):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." *Mullane*, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

**Judge Bobby Peters, Vereen v. Lowe's Home Centers**, (April 13, 2012) SU10-CV-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4<sup>th</sup>.

**Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation***, (March 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at \*23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

**Judge John D. Bates, *Trombley v. National City Bank***, (December 1, 2011) No. 1:10-CV-00232 (D.D.C.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 2036 (S.D. Fla.):

*The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.*

**Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank***, (July 29, 2011) No. 1:09-cv-6655 (N.D. Ill.):

*The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.*

**Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.***, (June 30, 2011) No. 11-C-3187-B (27th Jud. D. Ct. La.):

*Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30<sup>th</sup> day of March 2011 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 Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement 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 Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.*

**Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.***, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 2036 (S.D. Fla.):

*The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.*

**Judge Ted Stewart, *Miller v. Basic Research, LLC***, (September 2, 2010) No. 2:07-cv-871 (D. Utah):

*Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a*

neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

**Judge Sara Loi, *Pavlov v. Continental Casualty Co.***, (October 7, 2009) No. 5:07cv2580 (N.D. Ohio):

*As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).*

**Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litigation***, (September 23, 2009) MDL No. 1796 (D.D.C.):

*The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.*

**Judge Lisa F. Chrystal, *Little v. Kia Motors America, Inc.***, (August 27, 2009) No. UNN-L-0800-01 (N.J. Super. Ct.):

*The Court finds that the manner and content of the notices for direct mailing and for publication notice, as specified in the Notice Plan (Exhibit 2 to the Affidavit of Lauran R. Schultz), provides the best practicable notice of judgment to members of the Plaintiff Class.*

**Judge Barbara Crowder, *Dolen v. ABN AMRO Bank N.V.***, (March 23, 2009) No. 01-L-454, 01-L-493 (3rd Jud. Cir. Ill.):

*The Court finds that the Notice Plan is the best notice practicable under the circumstances and provides the Eligible Members of the Settlement Class sufficient information to make informed and meaningful decisions regarding their options in this Litigation and the effect of the Settlement on their rights. The Notice Plan further satisfies the requirements of due process and 735 ILCS 5/2-803. That Notice Plan is approved and accepted. This Court further finds that the Notice of Settlement and Claim Form comply with 735 ILCS 5/2-803 and are appropriate as part of the Notice Plan and the Settlement, and thus they are hereby approved and adopted. This Court further finds that no other notice other than that identified in the Notice Plan is reasonably necessary in this Litigation.*

**Judge Robert W. Gettleman, *In re Trans Union Corp.***, (September 17, 2008) MDL No. 1350 (N.D. Ill.):

*The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law... Accordingly, all objections are hereby OVERRULED.*

**Judge Steven D. Merryday, *Lockwood v. Certegy Check Services, Inc.***, (September 3, 2008) No. 8:07-cv-1434-T-23TGW (M.D. Fla.):

*The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable and constituted the best notice practicable in the circumstances. The notice as given provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions of the Settlement Agreement, and these proceedings to all persons entitled to such notice, and the notice satisfied the requirements of Rule 23, Federal Rules of Civil Procedure, and due process.*

**Judge William G. Young, *In re TJX Companies***, (September 2, 2008) MDL No. 1838 (D. Mass.):

*The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in*

*the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.*

**Judge Philip S. Gutierrez, *Shaffer v. Continental Casualty Co.*,** (June 11, 2008) SACV-06-2235-PSG (PJWx) (C.D. Cal.):

*...was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.*

**Judge Robert L. Wyatt, *Gunderson v. AIG Claim Services, Inc.*,** (May 29, 2008) No. 2004-002417 (14th Jud. D. Ct. La.):

*Notices given to Settlement Class members...were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination...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 Settlement Class.*

**Judge Mary Anne Mason, *Palace v. DaimlerChrysler Corp.*,** (May 29, 2008) No. 01-CH-13168 (Ill. Cir. Ct.):

*The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process and complied with 735 ILCS §§5/2-803 and 5/2-806.*

**Judge David De Alba, *Ford Explorer Cases*,** (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

*[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved—submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.*

**Judge Kirk D. Johnson, *Webb v. Liberty Mutual Ins. Co.*,** (March 3, 2008) No. CV-2007-418-3 (Ark. Cir. Ct.):

*The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.*

**Judge Carol Crafton Anthony, *Johnson v. Progressive Casualty Ins. Co.*,** (December 6, 2007) No. CV-2003-513 (Ark. Cir. Ct.):

*Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable...The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.*

**Judge Kirk D. Johnson, *Sweeten v. American Empire Insurance Co.*,** (August 20, 2007) No. CV-2007-154-3 (Ark. Cir. Ct.):

*The Court does find that all notices required by the Court to be given to class members was done within the time allowed and the manner best calculated to give notice and apprise all the interested parties of the litigation. It was done through individual notice, first class mail, through internet website and the toll-free telephone call center...The Court does find that these methods were the best possible methods to advise the class members of the pendency of the action and opportunity to present their objections and finds that these notices do comply with all the provisions of Rule 23 and the Arkansas and United States Constitutions.*

**Judge Robert Wyatt, *Gunderson v. F.A. Richard & Associates, Inc.***, (July 19, 2007) No. 2004-2417-D (14th Jud. D. Ct. La.):

*This is the final Order and Judgment regarding the fairness, reasonableness and adequacy. And I am satisfied in all respects regarding the presentation that's been made to the Court this morning in the Class memberships, the representation, the notice, and all other aspects and I'm signing that Order at this time.*

**Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation***, (July 19, 2007) MDL No. 1653-LAK (S.D.N.Y.):

*The Court finds that the distribution of the Notice, the publication of the Publication Notice, and the notice methodology...met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, (including the Due Process clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C. 78u-4, et seq.) (the "PSLRA"), the Rules of the Court, and any other applicable law.*

**Judge Joe Griffin, *Beasley v. The Reliable Life Insurance Co.***, (March 29, 2007) No. CV-2005-58-1 (Ark. Cir. Ct.):

*[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process...So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.*

**Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation***, (March 1, 2007) MDL No. 1653-LAK (S.D.N.Y.):

*The court approves, as to form and content, the Notice and the Publication Notice, attached hereto as Exhibits 1 and 2, respectively, and finds that the mailing and distribution of the Notice and the publication of the Publication Notice in the manner and the form set forth in Paragraph 6 of this Order...meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934, as amended by Section 21D(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.*

**Judge Anna J. Brown, *Reynolds v. The Hartford Financial Services Group, Inc.***, (February 27, 2007) No. CV-01-1529-BR (D. Or):

*[T]he court finds that the Notice Program fairly, fully, accurately, and adequately advised members of the Settlement Class and each Settlement Subclass of all relevant and material information concerning the proposed settlement of this action, their rights under Rule 23 of the Federal Rules of Civil Procedure, and related matters, and afforded the Settlement Class with adequate time and an opportunity to file objections to the Settlement or request exclusion from the Settlement Class. The court finds that the Notice Program constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.*

**Judge Kirk D. Johnson, *Zarebski v. Hartford Insurance Company of the Midwest***, (February 13, 2007) No. CV-2006-409-3 (Ark. Cir. Ct.):

*Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.*

**Judge Richard J. Holwell, *In re Vivendi Universal, S.A. Securities Litigation***, 2007 WL 1490466, at \*34 (S.D.N.Y.):

*In response to defendants' manageability concerns, plaintiffs have filed a comprehensive affidavit outlining the effectiveness of its proposed method of providing notice in foreign countries. According to this...the*

*Court is satisfied that plaintiffs intend to provide individual notice to those class members whose names and addresses are ascertainable, and that plaintiffs' proposed form of publication notice, while complex, will prove both manageable and the best means practicable of providing notice.*

**Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.***, (November 17, 2006) No. C-05-04289-SC (N.D. Cal.):

*After reviewing the evidence and arguments presented by the parties...the Court finds as follows...The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court.*

**Judge Ivan L.R. Lemelle, *In re High Sulfur Content Gasoline Prods. Liability Litigation***, (November 8, 2006) MDL No. 1632 (E.D. La.):

*This Court approved a carefully-worded Notice Plan, which was developed with the assistance of a nationally-recognized notice expert, Hilsoft Notifications...The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.*

**Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation***, (November 2, 2006) MDL No. 1539 (D. Md.):

*The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.*

**Judge Elaine E. Bucklo, *Carnegie v. Household International***, (August 28, 2006) No. 98 C 2178 (N.D. Ill.):

*[T]he Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification[s]...who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.*

**Judge Joe E. Griffin, *Beasley v. Hartford Insurance Company of the Midwest***, (June 13, 2006) No. CV-2005-58-1 (Ark. Cir. Ct.):

*Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminarily Approval Order, was the best notice practicable under the circumstances...and the requirements of due process under the Arkansas and United States Constitutions.*

**Judge Norma L. Shapiro, *First State Orthopedics et al. v. Concentra, Inc., et al.***, (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

*The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.*



**Judge Thomas M. Hart, *Froeber v. Liberty Mutual Fire Ins. Co.*,** (April 19, 2006) No. 00C15234 (Or. Cir. Ct.):

*The court has found and now reaffirms that dissemination and publication of the Class Notice in accordance with the terms of the Third Amended Order constitutes the best notice practicable under the circumstances.*

**Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*,** (January 6, 2006) MDL No. 1539 (D. Md.):

*I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.*

**Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litigation*,** 437 F.Supp.2d 467, 472 (D. Md. 2006):

*The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

**Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.*,** (December 19, 2005) No. CV-2002-952-2-3 (Ark. Cir. Ct.):

*Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed. The Notice properly informed Class members of the formula for the distribution of benefits under the settlement...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.*

**Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.*,** (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct.):

*[T]his Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.*

**Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*,** (May 26, 2005) No. 2003-481 F (14<sup>th</sup> J.D. Ct. La.):

*Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...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 process and sufficient notice to all potential members of the Class as Defined.*

**Judge Michael Canaday, *Morrow v. Conoco Inc.*,** (May 25, 2005) No. 2002-3860 G (14<sup>th</sup> J.D. Ct. La.):

*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 Settlement Agreement, lack merit and are hereby overruled.*

**Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*,** (April 22, 2005) No. 00-6222 (E.D. Pa.):

*Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design*

and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice...After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

**Judge Douglas Combs, *Morris v. Liberty Mutual Fire Ins. Co.***, (February 22, 2005) No. CJ-03-714 (D. Okla.):

*I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I’m also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.*

**Judge Joseph R. Goodwin, *In re Serzone Products Liability Litigation***, 231 F.R.D. 221, 231 (S.D. W. Va. 2005):

*The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center’s website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.*

**Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation***, (November 24, 2004) MDL No. 1430 (D. Mass.):

*After review of the proposed Notice Plan designed by Hilsoft Notifications...is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.*

**Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation***, (November 23, 2004) MDL No. 1430 (D. Mass.):

*I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.*

**Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.***, (August 10, 2004) No. 8:03 CV- 0015-T-30 MSS (M.D. Fla.):

*Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.*

**Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.***, (July 1, 2004) No. 3:02CV431 (E.D. Va.):

*The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently...The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman’s experience, it is as great as I have ever seen in practicing or serving in this job...So I don’t believe we could have had any more effective notice.*

**Judge John Kraetzer, *Baiz v. Mountain View Cemetery***, (April 14, 2004) No. 809869-2 (Cal. Super. Ct.):

*The notice program was timely completed, complied with California Government Code section 6064, and*

*provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard...The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.*

**Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co.**, 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup. Ct. S.C. 2004):

*Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.*

**Judge Joseph R. Goodwin, In re Serzone Prods. Liability Litigation**, 2004 U.S. Dist. LEXIS 28297, at \*10 (S.D. W. Va.):

*The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.*

**Judge James D. Arnold, Cotten v. Ferman Mgmt. Servs. Corp.**, (November 26, 2003) No. 02-08115 (Fla. Cir. Ct.):

*Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement...*

**Judge Judith K. Fitzgerald, In re Pittsburgh Corning Corp.**, (November 26, 2003) No. 00-22876-JKF (Bankr.W.D. Pa.):

*The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.*

**Judge Carter Holly, Richison v. American Cemwood Corp.**, (November 18, 2003) No. 005532 (Cal. Super. Ct.):

*As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options...Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice...The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.*

**Judge Thomas A. Higgins, In re Columbia/HCA Healthcare Corp.**, (June 13, 2003) MDL No. 1227 (M.D. Tenn.):

*Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.*

**Judge Harold Baer, Jr., Thompson v. Metropolitan Life Ins. Co.**, 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

*In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement...The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted...who would be covered by the settlement...[T]he notice campaign that defendant agreed to undertake was extensive...I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class*

*notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.*

**Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.***, (November 27, 2002) No. 99-6209; ***Walker v. Rite Aid Corp.***, No. 99-6210; and ***Myers v. Rite Aid Corp.***, No. 01-2771 (Pa. Ct. C.P.):

*The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.*

**Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.***, (November 22, 2002) No. 13007 (Tenn. Ch.):

*The content of the class notice also satisfied all due process standards and state law requirements...The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.*

**Judge James R. Williamson, *Kline v. The Progressive Corp.***, (November 14, 2002) No. 01-L-6 (Ill. Cir. Ct.):

*Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process...*

**Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.***, (September 13, 2002) No. L-008830.00 (N.J. Super. Ct.):

*Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed...throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups.*

**Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.***, (September 3, 2002) No. 00 Civ. 5071-HB (S.D.N.Y.):

*The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.*

**Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.***, (January 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct.) ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

*In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections...The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.*

**Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.***, (October 30, 2001) No. MID-L-8839-00-MT (N.J. Super. Ct.):

*The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.*

**Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.***, (October 29, 2001) No. L-8830-00-MT (N.J. Super. Ct.):

*I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life...it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.*

**Judge Stuart R. Pollak, *Microsoft I-V Cases***, (April 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct.):

*[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.*

**Judge Stuart R. Pollak, *Microsoft I-V Cases***, (March 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct.):

*Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.*

### LEGAL NOTICE CASES

Hilsoft Notifications has served as a notice expert for planning, implementation and/or analysis in the following partial listing of cases:

<b><i>Andrews v. MCI (900 Number Litigation)</i></b>	S.D. Ga., No. CV 191-175
<b><i>Harper v. MCI (900 Number Litigation)</i></b>	S.D. Ga., No. CV 192-134
<b><i>In re Bausch &amp; Lomb Contact Lens Litigation</i></b>	N.D. Ala., No. 94-C-1144-WW
<b><i>In re Ford Motor Co. Vehicle Paint Litigation</i></b>	E.D. La., MDL No. 1063
<b><i>Castano v. Am. Tobacco</i></b>	E.D. La., No. CV 94-1044
<b><i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i></b>	Tenn. Ch., No. 18,844
<b><i>In re Amino Acid Lysine Antitrust Litigation</i></b>	N.D. Ill., MDL No. 1083
<b><i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i></b>	E.D. Mich., No. 95-20512-11-AJS
<b><i>Kunhel v. CNA Ins. Companies</i></b>	N.J. Super. Ct., No. ATL-C-0184-94
<b><i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i></b>	N.D. Ill., MDL No. 986
<b><i>In re Ford Ignition Switch Prods. Liability Litigation</i></b>	D. N.J., No. 96-CV-3125
<b><i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i></b>	M.D. Ga., No. 95-52-COL
<b><i>Kalhammer v. First USA (Credit Card Litigation)</i></b>	Cal. Cir. Ct., No. C96-45632010-CAL
<b><i>Navarro-Rice v. First USA (Credit Card Litigation)</i></b>	Ore. Cir. Ct., No. 9709-06901

<b><i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i></b>	La. D. Ct., No. 92-2589
<b><i>Robinson v. Marine Midland (Finance Charge Litigation)</i></b>	N.D. Ill., No. 95 C 5635
<b><i>McCurdy v. Norwest Fin. Alabama</i></b>	Ala. Cir. Ct., No. CV-95-2601
<b><i>Johnson v. Norwest Fin. Alabama</i></b>	Ala. Cir. Ct., No. CV-93-PT-962-S
<b><i>In re Residential Doors Antitrust Litigation</i></b>	E.D. Pa., MDL No. 1039
<b><i>Barnes v. Am. Tobacco Co. Inc.</i></b>	E.D. Pa., No. 96-5903
<b><i>Small v. Lorillard Tobacco Co. Inc.</i></b>	N.Y. Super. Ct., No. 110949/96
<b><i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i></b>	Ala. Cir. Ct., No. CV-94-4033
<b><i>In re Synthroid Mktg. Litigation</i></b>	N.D. Ill., MDL No. 1182
<b><i>Raysick v. Quaker State Slick 50 Inc.</i></b>	D. Tex., No. 96-12610
<b><i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i></b>	N.Y. Super. Ct., No. 114044/97
<b><i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)</i></b>	Ill. Cir. Ct., No. 97-L-114
<b><i>Walls v. The Am. Tobacco Co. Inc.</i></b>	N.D. Okla., No. 97-CV-218-H
<b><i>Tempest v. Rainforest Café (Securities Litigation)</i></b>	D. Minn., No. 98-CV-608
<b><i>Stewart v. Avon Prods. (Securities Litigation)</i></b>	E.D. Pa., No. 98-CV-4135
<b><i>Goldenberg v. Marriott PLC Corp (Securities Litigation)</i></b>	D. Md., No. PJM 95-3461
<b><i>Delay v. Hurd Millwork (Building Products Litigation)</i></b>	Wash. Super. Ct., No. 97-2-07371-0
<b><i>Gutterman v. Am. Airlines (Frequent Flyer Litigation)</i></b>	Ill. Cir. Ct., No. 95CH982
<b><i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)</i></b>	Cal. Super. Ct., No. 97-AS 02993
<b><i>In re Graphite Electrodes Antitrust Litigation</i></b>	E.D. Pa., MDL No. 1244
<b><i>In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED</i></b>	N.D. Ala., MDL No. 926
<b><i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)</i></b>	Wash. Super. Ct., No. 97-2-06368
<b><i>Crane v. Hackett Assocs. (Securities Litigation)</i></b>	E.D. Pa., No. 98-5504
<b><i>In re Holocaust Victims Assets Litigation (Swiss Banks)</i></b>	E.D.N.Y., No. CV-96-4849
<b><i>McCall v. John Hancock (Settlement Death Benefits)</i></b>	N.M. Cir. Ct., No. CV-2000-2818
<b><i>Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)</i></b>	Cal. Super. Ct., No. CV-995787
<b><i>Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)</i></b>	E.D. Pa., No. 98-CV-6599
<b><i>Leff v. YBM Magnex Int'l Inc. (Securities Litigation)</i></b>	E.D. Pa., No. 95-CV-89

<b><i>In re PRK/LASIK Consumer Litigation</i></b>	Cal. Super. Ct., No. CV-772894
<b><i>Hill v. Galaxy Cablevision</i></b>	N.D. Miss., No. 1:98CV51-D-D
<b><i>Scott v. Am. Tobacco Co. Inc.</i></b>	La. D. Ct., No. 96-8461
<b><i>Jacobs v. Winthrop Financial Associates (Securities Litigation)</i></b>	D. Mass., No. 99-CV-11363
<b><i>Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program</i></b>	Former Secretary of State Lawrence Eagleburger Commission
<b><i>Bownes v. First USA Bank (Credit Card Litigation)</i></b>	Ala. Cir. Ct., No. CV-99-2479-PR
<b><i>Whetman v. IKON (ERISA Litigation)</i></b>	E.D. Pa., No. 00-87
<b><i>Mangone v. First USA Bank (Credit Card Litigation)</i></b>	Ill. Cir. Ct., No. 99AR672a
<b><i>In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)</i></b>	E.D. La., No. 00-10992
<b><i>Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)</i></b>	Wash. Super. Ct., No. 00201756-6
<b><i>Brown v. Am. Tobacco</i></b>	Cal. Super. Ct., No. J.C.C.P. 4042, 711400
<b><i>Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)</i></b>	Ont. Super. Ct., No. 98-CV-158832
<b><i>In re Texaco Inc. (Bankruptcy)</i></b>	S.D.N.Y. No. 87 B 20142, No. 87 B 20143, No. 87 B 20144
<b><i>Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)</i></b>	M.D. La., No. 96-390
<b><i>Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)</i></b>	S.D. Ill., No. 00-612-DRH
<b><i>In re Bridgestone/Firestone Tires Prods. Liability Litigation</i></b>	S.D. Ind., MDL No. 1373
<b><i>Gaynoe v. First Union Corp. (Credit Card Litigation)</i></b>	N.C. Super. Ct., No. 97-CVS-16536
<b><i>Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)</i></b>	W.D. Tenn., No. 99-2896 TU A
<b><i>Providian Credit Card Cases</i></b>	Cal. Super. Ct., No. J.C.C.P. 4085
<b><i>Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i></b>	Cal. Super. Ct., No. 302774
<b><i>Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i></b>	Cal. Super. Ct., No. 303549
<b><i>Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)</i></b>	Ill. Cir. Ct., No. 99-L-393A
<b><i>Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)</i></b>	Ill. Cir. Ct., No. 99-L-394A
<b><i>Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)</i></b>	Cal. Super. Ct., No. J.C.C.P. 4106
<b><i>Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)</i></b>	Cal. Super. Ct., No. C-98-03165

<b>Rogers v. Clark Equipment Co.</b>	Ill. Cir. Ct., No. 97-L-20
<b>Garrett v. Hurley State Bank (Credit Card Litigation)</b>	Miss. Cir. Ct., No. 99-0337
<b>Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)</b>	Ont. Super. Ct., No. 00-CV-183165 CP
<b>Dietschi v. Am. Home Prods. Corp. (PPA Litigation)</b>	W.D. Wash., No. C01-0306L
<b>Dimitrios v. CVS, Inc. (PA Act 6 Litigation)</b>	Pa. C.P., No. 99-6209
<b>Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)</b>	Cal. Super. Ct., No. 302887
<b>In re Tobacco Cases II (California Tobacco Litigation)</b>	Cal. Super. Ct., No. J.C.C.P. 4042
<b>Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)</b>	136 <sup>th</sup> Tex. Jud. Dist., No. D 162-535
<b>Anesthesia Care Assocs. v. Blue Cross of Cal.</b>	Cal. Super. Ct., No. 986677
<b>Ting v. AT&amp;T (Mandatory Arbitration Litigation)</b>	N.D. Cal., No. C-01-2969-BZ
<b>In re W.R. Grace &amp; Co. (Asbestos Related Bankruptcy)</b>	Bankr. D. Del., No. 01-01139-JJF
<b>Talalai v. Cooper Tire &amp; Rubber Co. (Tire Layer Adhesion Litigation)</b>	N.J. Super. Ct., No. MID-L-8839-00 MT
<b>Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)</b>	N.D. Cal., No. C01-3293-JCS
<b>Int'l Org. of Migration – German Forced Labour Compensation Programme</b>	Geneva, Switzerland
<b>Madsen v. Prudential Federal Savings &amp; Loan (Homeowner's Loan Account Litigation)</b>	3 <sup>rd</sup> Jud. Dist. Ct. Utah, No. C79-8404
<b>Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)</b>	Cal. Super. Ct., No. GIC 765441, No. GIC 777547
<b>In re USG Corp. (Asbestos Related Bankruptcy)</b>	Bankr. D. Del., No. 01-02094-RJN
<b>Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)</b>	S.D.N.Y., No. 00-CIV-5071 HB
<b>Ervin v. Movie Gallery Inc. (Extended Viewing Fees)</b>	Tenn. Ch., No. CV-13007
<b>Peters v. First Union Direct Bank (Credit Card Litigation)</b>	M.D. Fla., No. 8:01-CV-958-T-26 TBM
<b>National Socialist Era Compensation Fund</b>	Republic of Austria
<b>In re Baycol Litigation</b>	D. Minn., MDL No. 1431
<b>Claims Conference–Jewish Slave Labour Outreach Program</b>	German Government Initiative
<b>Wells v. Chevy Chase Bank (Credit Card Litigation)</b>	Md. Cir. Ct., No. C-99-000202
<b>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</b>	C.P. Pa., No. 99-6210
<b>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</b>	C.P. Pa., No. 01-2771
<b>In re PA Diet Drugs Litigation</b>	C.P. Pa., No. 9709-3162



<b><i>Harp v. Qwest Communications (Mandatory Arbitration Lit.)</i></b>	Ore. Circ. Ct., No. 0110-10986
<b><i>Tuck v. Whirlpool Corp. &amp; Sears, Roebuck &amp; Co. (Microwave Recall Litigation)</i></b>	Ind. Cir. Ct., No. 49C01-0111-CP-002701
<b><i>Allison v. AT&amp;T Corp. (Mandatory Arbitration Litigation)</i></b>	1 <sup>st</sup> Jud. D.C. N.M., No. D-0101-CV-20020041
<b><i>Kline v. The Progressive Corp.</i></b>	Ill. Cir. Ct., No. 01-L-6
<b><i>Baker v. Jewel Food Stores, Inc. &amp; Dominick's Finer Foods, Inc. (Milk Price Fixing)</i></b>	Ill. Cir. Ct., No. 00-L-9664
<b><i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)</i></b>	M.D. Tenn., MDL No. 1227
<b><i>Foultz v. Erie Ins. Exchange (Auto Parts Litigation)</i></b>	C.P. Pa., No. 000203053
<b><i>Soders v. General Motors Corp. (Marketing Initiative Litigation)</i></b>	C.P. Pa., No. CI-00-04255
<b><i>Nature Guard Cement Roofing Shingles Cases</i></b>	Cal. Super. Ct., No. J.C.C.P. 4215
<b><i>Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)</i></b>	Wash. Super. Ct., No. 01-2-36007-8 SEA
<b><i>Defrates v. Hollywood Entm't Corp.</i></b>	Ill. Cir. Ct., No. 02L707
<b><i>Pease v. Jasper Wyman &amp; Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. &amp; Cherryfield Foods Inc.</i></b>	Me. Super. Ct., No. CV-00-015
<b><i>West v. G&amp;H Seed Co. (Crawfish Farmers Litigation)</i></b>	27 <sup>th</sup> Jud. D. Ct. La., No. 99-C-4984-A
<b><i>Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)</i></b>	C.P. Ohio, No. CV-467403
<b><i>McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)</i></b>	D. Ct. Tex., No. SA-99-CA-464-FB
<b><i>Baiz v. Mountain View Cemetery (Burial Practices)</i></b>	Cal. Super. Ct., No. 809869-2
<b><i>Stetser v. TAP Pharm. Prods, Inc. &amp; Abbott Laboratories (Lupron Price Litigation)</i></b>	N.C. Super. Ct., No. 01-CVS-5268
<b><i>Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)</i></b>	Cal. Super. Ct., No. 005532
<b><i>Cotten v. Ferman Mgmt. Servs. Corp.</i></b>	13 <sup>th</sup> Jud. Cir. Fla., No. 02-08115
<b><i>In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)</i></b>	Bankr. W.D. Pa., No. 00-22876-JKF
<b><i>Mostajo v. Coast Nat'l Ins. Co.</i></b>	Cal. Super. Ct., No. 00 CC 15165
<b><i>Friedman v. Microsoft Corp. (Antitrust Litigation)</i></b>	Ariz. Super. Ct., No. CV 2000-000722
<b><i>Multinational Outreach - East Germany Property Claims</i></b>	Claims Conference
<b><i>Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)</i></b>	D. La., No. 94-11684
<b><i>Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)</i></b>	N.J. Super. Ct., No. CV CPM-L-682-01
<b><i>Munsey v. Cox Communications (Late Fee Litigation)</i></b>	Civ. D. La., No. Sec. 9, 97 19571

<b><i>Gordon v. Microsoft Corp. (Antitrust Litigation)</i></b>	4 <sup>th</sup> Jud. D. Ct. Minn., No. 00-5994
<b><i>Clark v. Tap Pharmaceutical Prods., Inc.</i></b>	5 <sup>th</sup> Dist. App. Ct. Ill., No. 5-02-0316
<b><i>Fisher v. Virginia Electric &amp; Power Co.</i></b>	E.D. Va., No. 3:02-CV-431
<b><i>Mantzouris v. Scarritt Motor Group, Inc.</i></b>	M.D. Fla., No. 8:03-CV-0015-T-30-MSS
<b><i>Johnson v. Ethicon, Inc. (Product Liability Litigation)</i></b>	W. Va. Cir. Ct., No. 01-C-1530, 1531, 1533, No. 01-C-2491 to 2500
<b><i>Schlink v. Edina Realty Title</i></b>	4 <sup>th</sup> Jud. D. Ct. Minn., No. 02-018380
<b><i>Tawney v. Columbia Natural Res. (Oil &amp; Gas Lease Litigation)</i></b>	W. Va. Cir. Ct., No. 03-C-10E
<b><i>White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)</i></b>	4 <sup>th</sup> Jud. D. Ct. Minn., No. CT 03-1282
<b><i>Acacia Media Techs. Corp. v. Cybernet Ventures Inc., (Patent Infringement Litigation)</i></b>	C.D. Cal., No. SACV03-1803 GLT (Anx)
<b><i>Bardessono v. Ford Motor Co. (15 Passenger Vans)</i></b>	Wash. Super. Ct., No. 32494
<b><i>Gardner v. Stimson Lumber Co. (Forestex Siding Litigation)</i></b>	Wash. Super. Ct., No. 00-2-17633-3SEA
<b><i>Poor v. Sprint Corp. (Fiber Optic Cable Litigation)</i></b>	Ill. Cir. Ct., No. 99-L-421
<b><i>Thibodeau v. Comcast Corp.</i></b>	E.D. Pa., No. 04-CV-1777
<b><i>Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)</i></b>	E.D. La., No. 00-CV-1246
<b><i>National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)</i></b>	Mich. Cir. Ct., No. 04-8018-NP
<b><i>Nichols v. SmithKline Beecham Corp. (Paxil)</i></b>	E.D. Pa., No. 00-6222
<b><i>Yacout v. Federal Pacific Electric Co. (Circuit Breaker)</i></b>	N.J. Super. Ct., No. MID-L-2904-97
<b><i>Lewis v. Bayer AG (Baycol)</i></b>	1 <sup>st</sup> Jud. Dist. Ct. Pa., No. 002353
<b><i>In re Educ. Testing Serv. PLT 7-12 Test Scoring Litigation</i></b>	E.D. La., MDL No. 1643
<b><i>Stefanyshyn v. Consol. Indus. Corp. (Heat Exchanger)</i></b>	Ind. Super. Ct., No. 79 D 01-9712-CT-59
<b><i>Barnett v. Wal-Mart Stores, Inc.</i></b>	Wash. Super. Ct., No. 01-2-24553-8 SEA
<b><i>In re Serzone Prods. Liability Litigation</i></b>	S.D. W. Va., MDL No. 1477
<b><i>Ford Explorer Cases</i></b>	Cal. Super. Ct., No. J.C.C.P. 4226 & 4270
<b><i>In re Solutia Inc. (Bankruptcy)</i></b>	S.D.N.Y., No. 03-17949-PCB
<b><i>In re Lupron Marketing &amp; Sales Practices Litigation</i></b>	D. Mass., MDL No. 1430
<b><i>Morris v. Liberty Mutual Fire Ins. Co.</i></b>	D. Okla., No. CJ-03-714
<b><i>Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)</i></b>	S.D. Ohio, No. C-1-91-256

<b><i>Thibodeaux v. Conoco Philips Co.</i></b>	D. La., No. 2003-481
<b><i>Morrow v. Conoco Inc.</i></b>	D. La., No. 2002-3860
<b><i>Tobacco Farmer Transition Program</i></b>	U.S. Dept. of Agric.
<b><i>Perry v. Mastercard Int'l Inc.</i></b>	Ariz. Super. Ct., No. CV2003-007154
<b><i>Brown v. Credit Suisse First Boston Corp.</i></b>	C.D. La., No. 02-13738
<b><i>In re Unum Provident Corp.</i></b>	D. Tenn., No. 1:03-CV-1000
<b><i>In re Ephedra Prods. Liability Litigation</i></b>	D.N.Y., MDL No. 1598
<b><i>Chesnut v. Progressive Casualty Ins. Co.</i></b>	Ohio C.P., No. 460971
<b><i>Froeber v. Liberty Mutual Fire Ins. Co.</i></b>	Ore. Cir. Ct., No. 00C15234
<b><i>Luikart v. Wyeth Am. Home Prods. (Hormone Replacement)</i></b>	W. Va. Cir. Ct., No. 04-C-127
<b><i>Salkin v. MasterCard Int'l Inc. (Pennsylvania)</i></b>	Pa. C.P., No. 2648
<b><i>Rolnik v. AT&amp;T Wireless Servs., Inc.</i></b>	N.J. Super. Ct., No. L-180-04
<b><i>Singleton v. Hornell Brewing Co. Inc. (Arizona Ice Tea)</i></b>	Cal. Super. Ct., BC No. 288 754
<b><i>Becherer v. Qwest Commc'ns Int'l, Inc.</i></b>	Ill. Cir. Ct., No. 02-L140
<b><i>Clearview Imaging v. Progressive Consumers Ins. Co.</i></b>	Fla. Cir. Ct., No. 03-4174
<b><i>Mehl v. Canadian Pacific Railway, Ltd</i></b>	D.N.D., No. A4-02-009
<b><i>Murray v. IndyMac Bank. F.S.B</i></b>	N.D. Ill., No. 04 C 7669
<b><i>Gray v. New Hampshire Indemnity Co., Inc.</i></b>	Ark. Cir. Ct., No. CV-2002-952-2-3
<b><i>George v. Ford Motor Co.</i></b>	M.D. Tenn., No. 3:04-0783
<b><i>Allen v. Monsanto Co.</i></b>	W. Va. Cir. Ct., No. 041465
<b><i>Carter v. Monsanto Co.</i></b>	W. Va. Cir. Ct., No. 00-C-300
<b><i>Carnegie v. Household Int'l, Inc.</i></b>	N. D. Ill., No. 98-C-2178
<b><i>Daniel v. AON Corp.</i></b>	Ill. Cir. Ct., No. 99 CH 11893
<b><i>In re Royal Ahold Securities and "ERISA" Litigation</i></b>	D. Md., MDL No. 1539
<b><i>In re Pharmaceutical Industry Average Wholesale Price Litigation</i></b>	D. Mass., MDL No. 1456
<b><i>Meckstroth v. Toyota Motor Sales, U.S.A., Inc.</i></b>	24 <sup>th</sup> Jud. D. Ct. La., No. 583-318
<b><i>Walton v. Ford Motor Co.</i></b>	Cal. Super. Ct., No. SCVSS 126737
<b><i>Hill v. State Farm Mutual Auto Ins. Co.</i></b>	Cal. Super. Ct., BC No. 194491

<b><i>First State Orthopaedics et al. v. Concentra, Inc., et al.</i></b>	E.D. Pa. No. 2:05-CV-04951-AB
<b><i>Sauro v. Murphy Oil USA, Inc.</i></b>	E.D. La., No. 05-4427
<b><i>In re High Sulfur Content Gasoline Prods. Liability Litigation</i></b>	E.D. La., MDL No. 1632
<b><i>Homeless Shelter Compensation Program</i></b>	City of New York
<b><i>Rosenberg v. Academy Collection Service, Inc.</i></b>	E.D. Pa., No. 04-CV-5585
<b><i>Chapman v. Butler &amp; Hosch, P.A.</i></b>	2 <sup>nd</sup> Jud. Cir. Fla., No. 2000-2879
<b><i>In re Vivendi Universal, S.A. Securities Litigation</i></b>	S.D.N.Y., No. 02-CIV-5571 RJH
<b><i>Desportes v. American General Assurance Co.</i></b>	Ga. Super. Ct., No. SU-04-CV-3637
<b><i>In re: Propulsid Products Liability Litigation</i></b>	E.D. La., MDL No. 1355
<b><i>Baxter v. The Attorney General of Canada (In re Residential Schools Class Action Litigation)</i></b>	Ont. Super. Ct., No. 00-CV-192059 CP
<b><i>McNall v. Mastercard Int'l, Inc. (Currency Conversion Fees)</i></b>	13 <sup>th</sup> Tenn. Jud. Dist. Ct., No. CT-002506-03
<b><i>Lee v. Allstate</i></b>	Ill. Cir. Ct., No. 03 LK 127
<b><i>Turner v. Murphy Oil USA, Inc.</i></b>	E.D. La., No. 2:05-CV-04206-EEF-JCW
<b><i>Carter v. North Central Life Ins. Co.</i></b>	Ga. Super. Ct., No. SU-2006-CV-3764-6
<b><i>Harper v. Equifax</i></b>	E.D. Pa., No. 2:04-CV-03584-TON
<b><i>Beasley v. Hartford Insurance Co. of the Midwest</i></b>	Ark. Cir. Ct., No. CV-2005-58-1
<b><i>Springer v. Biomedical Tissue Services, LTD (Human Tissue Litigation)</i></b>	Ind. Cir. Ct., No. 1:06-CV-00332-SEB-VSS
<b><i>Spence v. Microsoft Corp. (Antitrust Litigation)</i></b>	Wis. Cir. Ct., No. 00-CV-003042
<b><i>Pennington v. The Coca Cola Co. (Diet Coke)</i></b>	Mo. Cir. Ct., No. 04-CV-208580
<b><i>Sunderman v. Regeneration Technologies, Inc. (Human Tissue Litigation)</i></b>	S.D. Ohio, No. 1:06-CV-075-MHW
<b><i>Splater v. Thermal Ease Hydronic Systems, Inc.</i></b>	Wash. Super. Ct., No. 03-2-33553-3-SEA
<b><i>Peyroux v. The United States of America (New Orleans Levee Breach)</i></b>	E.D. La., No. 06-2317
<b><i>Chambers v. DaimlerChrysler Corp. (Neon Head Gaskets)</i></b>	N.C. Super. Ct., No. 01:CVS-1555
<b><i>Ciabattari v. Toyota Motor Sales, U.S.A., Inc. (Sienna Run Flat Tires)</i></b>	N.D. Cal., No. C-05-04289-BZ
<b><i>In re Bridgestone Securities Litigation</i></b>	M.D. Tenn., No. 3:01-CV-0017
<b><i>In re Mutual Funds Investment Litigation (Market Timing)</i></b>	D. Md., MDL No. 1586
<b><i>Accounting Outsourcing v. Verizon Wireless</i></b>	M.D. La., No. 03-CV-161

<b><i>Hensley v. Computer Sciences Corp.</i></b>	Ark. Cir. Ct., No. CV-2005-59-3
<b><i>Peek v. Microsoft Corporation</i></b>	Ark. Cir. Ct., No. CV-2006-2612
<b><i>Reynolds v. The Hartford Financial Services Group, Inc.</i></b>	D. Or., No. CV-01-1529 BR
<b><i>Schwab v. Philip Morris USA, Inc.</i></b>	E.D.N.Y., No. CV-04-1945
<b><i>Zarebski v. Hartford Insurance Co. of the Midwest</i></b>	Ark. Cir. Ct., No. CV-2006-409-3
<b><i>In re Parmalat Securities Litigation</i></b>	S.D.N.Y., MDL No. 1653 (LAK)
<b><i>Beasley v. The Reliable Life Insurance Co.</i></b>	Ark. Cir. Ct., No. CV-2005-58-1
<b><i>Sweeten v. American Empire Insurance Company</i></b>	Ark. Cir. Ct., No. 2007-154-3
<b><i>Govt. Employees Hospital Assoc. v. Serono Int., S.A.</i></b>	D. Mass., No. 06-CA-10613-PBS
<b><i>Gunderson v. Focus Healthcare Management, Inc.</i></b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2004-2417-D
<b><i>Gunderson v. F.A. Richard &amp; Associates, Inc., et al.</i></b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2004-2417-D
<b><i>Perez v. Manor Care of Carrollwood</i></b>	13 <sup>th</sup> Jud. Cir. Fla., No. 06-00574-E
<b><i>Pope v. Manor Care of Carrollwood</i></b>	13 <sup>th</sup> Jud. Cir. Fla., No. 06-01451-B
<b><i>West v. Carfax, Inc.</i></b>	Ohio C.P., No. 04-CV-1898 (ADL)
<b><i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i></b>	Ark. Cir. Ct., No. CV-2007-155-3
<b><i>In re Conagra Peanut Butter Products Liability Litigation</i></b>	N.D. Ga., MDL No. 1845 (TWT)
<b><i>The People of the State of CA v. Universal Life Resources (Cal DOI v. CIGNA)</i></b>	Cal. Super. Ct., No. GIC838913
<b><i>Burgess v. Farmers Insurance Co., Inc.</i></b>	D. Okla., No. CJ-2001-292
<b><i>Grays Harbor v. Carrier Corporation</i></b>	W.D. Wash., No. 05-05437-RBL
<b><i>Perrine v. E.I. Du Pont De Nemours &amp; Co.</i></b>	W. Va. Cir. Ct., No. 04-C-296-2
<b><i>In re Alstom SA Securities Litigation</i></b>	S.D.N.Y., No. 03-CV-6595 VM
<b><i>Brookshire Bros. v. Chiquita (Antitrust)</i></b>	S.D. Fla., No. 05-CIV-21962
<b><i>Hoorman v. SmithKline Beecham</i></b>	Ill. Cir. Ct., No. 04-L-715
<b><i>Santos v. Government of Guam (Earned Income Tax Credit)</i></b>	D. Guam, No. 04-00049
<b><i>Johnson v. Progressive</i></b>	Ark. Cir. Ct., No. CV-2003-513
<b><i>Bond v. American Family Insurance Co.</i></b>	D. Ariz., No. CV06-01249-PXH-DGC
<b><i>In re SCOR Holding (Switzerland) AG Litigation (Securities)</i></b>	S.D.N.Y., No. 04-cv-7897
<b><i>Shoukry v. Fisher-Price, Inc. (Toy Safety)</i></b>	S.D.N.Y., No. 07-cv-7182

<b><i>In re: Guidant Corp. Plantable Defibrillators Prod's Liab. Litigation</i></b>	D. Minn., MDL No. 1708
<b><i>Clark v. Pfizer, Inc. (Neurontin)</i></b>	C.P. Pa., No. 9709-3162
<b><i>Angel v. U.S. Tire Recovery (Tire Fire)</i></b>	W. Va. Cir. Ct., No. 06-C-855
<b><i>In re TJX Companies Retail Security Breach Litigation</i></b>	D. Mass., MDL No. 1838
<b><i>Webb v. Liberty Mutual Insurance Co.</i></b>	Ark. Cir. Ct., No. CV-2007-418-3
<b><i>Shaffer v. Continental Casualty Co. (Long Term Care Ins.)</i></b>	C.D. Cal., No. SACV06-2235-PSG
<b><i>Palace v. DaimlerChrysler (Defective Neon Head Gaskets)</i></b>	Ill. Cir. Ct., No. 01-CH-13168
<b><i>Lockwood v. Certegy Check Services, Inc. (Stolen Financial Data)</i></b>	M.D. Fla., No. 8:07-cv-1434-T-23TGW
<b><i>Sherrill v. Progressive Northwestern Ins. Co.</i></b>	18 <sup>th</sup> D. Ct. Mont., No. DV-03-220
<b><i>Gunderson v. F.A. Richard &amp; Assocs., Inc. (AIG)</i></b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2004-2417-D
<b><i>Jones v. Dominion Resources Services, Inc.</i></b>	S.D. W. Va., No. 2:06-cv-00671
<b><i>Gunderson v. F.A. Richard &amp; Assocs., Inc. (Wal-Mart)</i></b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2004-2417-D
<b><i>In re Trans Union Corp. Privacy Litigation</i></b>	N.D. Ill., MDL No. 1350
<b><i>Gudo v. The Administrator of the Tulane Ed. Fund</i></b>	La. D. Ct., No. 2007-C-1959
<b><i>Guidry v. American Public Life Insurance Co.</i></b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2008-3465
<b><i>McGee v. Continental Tire North America</i></b>	D.N.J., No. 2:06-CV-06234 (GEB)
<b><i>Sims v. Rosedale Cemetery Co.</i></b>	W. Va. Cir. Ct., No. 03-C-506
<b><i>Gunderson v. F.A. Richard &amp; Assocs., Inc. (Amerisafe)</i></b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2004-002417
<b><i>In re Katrina Canal Breaches Consolidated Litigation</i></b>	E.D. La., No. 05-4182
<b><i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i></b>	D.D.C., MDL No. 1796
<b><i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i></b>	Ill. Cir. Ct., No. 01-L-454 and No. 01-L-493
<b><i>Pavlov v. CNA (Long Term Care Insurance)</i></b>	N.D. Ohio, No. 5:07cv2580
<b><i>Steele v. Pergo( Flooring Products)</i></b>	D. Or., No. 07-CV-01493-BR
<b><i>Opelousas Trust Authority v. Summit Consulting</i></b>	27 <sup>th</sup> Jud. D. Ct. La., No. 07-C-3737-B
<b><i>Little v. Kia Motors America, Inc. (Braking Systems)</i></b>	N.J. Super. Ct., No. UNN-L-0800-01
<b><i>Boone v. City of Philadelphia (Prisoner Strip Search)</i></b>	E.D. Pa., No. 05-CV-1851
<b><i>In re Countrywide Customer Data Breach Litigation</i></b>	W.D. Ky., MDL No.1998

<b>Miller v. Basic Research (Weight-loss Supplement)</b>	D. Utah, No. 2:07-cv-00871-TS
<b>Gunderson v. F.A. Richard &amp; Assocs., Inc. (Cambridge)</b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2004-002417
<b>Weiner v. Snapple Beverage Corporation</b>	S.D.N.Y., No. 07-CV-08742
<b>Holk v. Snapple Beverage Corporation</b>	D.N.J., No. 3:07-CV-03018-MJC-JJH
<b>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</b>	D.N.J., No. 08-CV-2797-JBS-JS
<b>In re Heartland Data Security Breach Litigation</b>	S.D. Tex., MDL No. 2046
<b>Satterfield v. Simon &amp; Schuster, Inc. (Text Messaging)</b>	N.D. Cal., No. 06-CV-2893 CW
<b>Schulte v. Fifth Third Bank (Overdraft Fees)</b>	N.D. Ill., No. 1:09-CV-06655
<b>Trombley v. National City Bank (Overdraft Fees)</b>	D.D.C., No. 1:10-CV-00232 as part of MDL 2036 (S.D. Fla.)
<b>Vereen v. Lowe's Home Centers (Defective Drywall)</b>	Ga. Super. Ct., No. SU10-CV-2267B
<b>Mathena v. Webster Bank, N.A. (Overdraft Fees)</b>	D. Conn, No. 3:10-cv-01448 as part MDL 2036 (S.D. Fla.)
<b>Delandro v. County of Allegheny (Prisoner Strip Search)</b>	W.D. Pa., No. 2:06-cv-00927
<b>Gunderson v. F.A. Richard &amp; Assocs., Inc. (First Health)</b>	14 <sup>th</sup> Jud. D. Ct. La., No. 2004-002417
<b>Williams v. Hammerman &amp; Gainer, Inc. (Hammerman)</b>	27 <sup>th</sup> Jud. D. Ct. La., No. 11-C-3187-B
<b>Williams v. Hammerman &amp; Gainer, Inc. (Risk Management)</b>	27 <sup>th</sup> Jud. D. Ct. La., No. 11-C-3187-B
<b>Williams v. Hammerman &amp; Gainer, Inc. (SIF Consultants)</b>	27 <sup>th</sup> Jud. D. Ct. La., No. 11-C-3187-B
<b>Gwiazdowski v. County of Chester (Prisoner Strip Search)</b>	E.D. Pa., No. 2:08cv4463
<b>Williams v. S.I.F. Consultants (CorVel Corporation)</b>	27 <sup>th</sup> Jud. D. Ct. La., No. 09-C-5244-C
<b>Sachar v. Iberiabank Corporation (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>LaCour v. Whitney Bank (Overdraft Fees)</b>	M.D. Fla., No. 8:11cv1896
<b>Lawson v. BancorpSouth (Overdraft Fees)</b>	W.D. Ark., No. 1:12cv1016
<b>McKinley v. Great Western Bank (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>Wolfgeher v. Commerce Bank (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>Harris v. Associated Bank (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>Case v. Bank of Oklahoma (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>Nelson v. Rabobank, N.A. (Overdraft Fees)</b>	Cal. Super. Ct., No. RIC 1101391
<b>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</b>	Ont. Super. Ct., No. 00-CV-192059 CP
<b>Opelousas General Hospital Authority v. FairPay Solutions</b>	27 <sup>th</sup> Jud. D. Ct. La., No. 12-C-1599-C

<b><i>Marolda v. Symantec Corporation (Software Upgrades)</i></b>	N.D. Cal., No. 3:08-cv-05701
<b><i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement</i></b>	E.D. La., MDL No. 2179
<b><i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Medical Benefits Settlement</i></b>	E.D. La., MDL No. 2179
<b><i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i></b>	E.D. La., No. 05-cv-4191
<b><i>Gessele et al. v. Jack in the Box, Inc.</i></b>	D. Or., No. 3:10-cv-960
<b><i>RBS v. Citizens Financial Group, Inc. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Mosser v. TD Bank, N.A. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard &amp; Visa) – 2013 &amp; 2019 Notice Programs</i></b>	E.D.N.Y., MDL No. 1720
<b><i>Saltzman v. Pella Corporation (Building Products)</i></b>	N.D. Ill., No. 06-cv-4481
<b><i>In re Zurn Pex Plumbing, Products Liability Litigation</i></b>	D. Minn., MDL No. 1958
<b><i>Blahut v. Harris, N.A. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Eno v. M &amp; I Marshall &amp; Ilsley Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Casayuran v. PNC Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Anderson v. Compass Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Evans, et al. v. TIN, Inc. (Environmental)</i></b>	E.D. La. No. 2:11-cv-02067
<b><i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., No. 12-C-1599-C
<b><i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., No. 09-C-5244-C
<b><i>Miner v. Philip Morris Companies, Inc. et al.</i></b>	Ark. Cir. Ct., No. 60CV03-4661
<b><i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i></b>	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056 (Hull)
<b><i>Glube et al. v. Pella Corporation et al. (Building Products)</i></b>	Ont. Super. Ct., No. CV-11-4322294-00CP
<b><i>Yarger v. ING Bank</i></b>	D. Del., No. 11-154-LPS
<b><i>Price v. BP Products North America</i></b>	N.D. Ill, No. 12-cv-06799
<b><i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i></b>	E.D. Ark., No. 4:13-cv-00250-JMM
<b><i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i></b>	M.D. Pa., No. 3:12-cv-01405-RDM
<b><i>Rose v. Bank of America Corporation, et al. (TCPA)</i></b>	N.D. Cal., No. 11-cv-02390-EJD
<b><i>McGann, et al., v. Schnuck Markets, Inc. (Data Breach)</i></b>	Mo. Cir. Ct., No. 1322-CC00800



<b><i>Simmons v. Comerica Bank, N.A. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., No. 09-C-5242-B
<b><i>Simpson v. Citizens Bank (Overdraft Fees)</i></b>	E.D. Mich, No. 2:12-cv-10267
<b><i>In re Plasma-Derivative Protein Therapies Antitrust Litigation</i></b>	N.D. Ill, No. 09-CV-7666
<b><i>In re Dow Corning Corporation (Breast Implants)</i></b>	E.D. Mich., No. 00-X-0005
<b><i>Mello et al v. Susquehanna Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Wong et al. v. Alacer Corp. (Emergen-C)</i></b>	Cal. Super. Ct., No. CGC-12-519221
<b><i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i></b>	E.D.N.Y., 11-MD-2221, MDL No. 2221
<b><i>Costello v. NBT Bank (Overdraft Fees)</i></b>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<b><i>Gulbankian et al. v. MW Manufacturers, Inc.</i></b>	D. Mass., No. 10-CV-10392
<b><i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i></b>	N.D. Cal., No. 11-cv-06700-JST
<b><i>Smith v. City of New Orleans</i></b>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<b><i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i></b>	N.D. Ill., No. 1:12-cv-02871
<b><i>Scharfstein v. BP West Coast Products, LLC</i></b>	Ore. Cir., County of Multnomah, No. 1112-17046
<b><i>Given v. Manufacturers and Traders Trust Company a/k/a M&amp;T Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>In re MI Windows and Doors Products Liability Litigation (Building Products)</i></b>	D. S.C., MDL No. 2333
<b><i>Childs et al. v. Synovus Bank, et al. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Steen v. Capital One, N.A. (Overdraft Fees)</i></b>	E.D. La., No. 2:10-cv-01505-JCZ-KWR as part of S.D. Fla., MDL No. 2036
<b><i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i></b>	12 <sup>th</sup> Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC
<b><i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement (Claim Deadline Notice)</i></b>	E.D. La., MDL No. 2179
<b><i>Dorothy Williams d/b/a Dot’s Restaurant v. Waste Away Group, Inc.</i></b>	Cir. Ct., Lawrence Cnty, Ala., No. 42-cv-2012- 900001.00
<b><i>In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)</i></b>	Bankr. D. Del., No. 14-10979(CSS)
<b><i>Gattinella v. Michael Kors (USA), Inc., et al.</i></b>	S.D.N.Y., No. 14-civ-5731 (WHP)
<b><i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., No. 13-C-3212

<b>Russell Minoru Ono v. Head Racquet Sports USA</b>	C.D.Cal., No. 2:13-cv-04222-FMO(AGRx)
<b>Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.</b>	27 <sup>th</sup> Jud. D. Ct. La., No. 13-C-5380
<b>In re: Shop-Vac Marketing and Sales Practices Litigation</b>	M.D. Pa., MDL No. 2380
<b>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</b>	D. N.J., MDL No. 2540
<b>In Re: Citrus Canker Litigation</b>	11 <sup>th</sup> Jud. Cir., Fla., No. 03-8255 CA 13
<b>Whitton v. Deffenbaugh Industries, Inc., et al. Gary, LLC v. Deffenbaugh Industries, Inc., et al.</b>	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-2634
<b>Swift v. BancorpSouth Bank (Overdraft Fees)</b>	N.D. Fla., No. 1:10-cv-00090 as part of MDL 2036 (S.D. Fla.)
<b>Forgione v. Webster Bank N.A. (Overdraft Fees)</b>	Sup. Ct. Conn., No. X10-UWY-CV-12-6015956-S
<b>Small v. BOKF, N.A.</b>	D. Col., No. 13-cv-01125
<b>Anamaria Chimeno-Buzzi &amp; Lakedrick Reed v. Hollister Co. &amp; Abercrombie &amp; Fitch Co.</b>	S.D. Fla., No. 14-cv-23120-MGC
<b>In Re: Lithium Ion Batteries Antitrust Litigation</b>	N.D. Cal., MDL No. 2420, 4:13-MD-02420-YGR
<b>MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company</b>	11 <sup>th</sup> Jud. Cir. Fla, No. 15-27940-CA-21
<b>Glasko v. Independent Bank Corporation (Overdraft Fees)</b>	Cir. Ct. Mich., No. 13-009983-CZ
<b>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</b>	Sup. Ct. N.Y., No. 650562/11
<b>In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch)</b>	N.D. Cal., MDL No. 2672
<b>Hawkins v. First Tennessee Bank, N.A., et al. (Overdraft Fees)</b>	13 <sup>th</sup> Jud. Cir. Tenn., No. CT-004085-11
<b>Greater Chautauqua Federal Credit Union v. Kmart Corp., et al. (Data Breach)</b>	N.D. Ill., No. 1:15-cv-02228
<b>Bias v. Wells Fargo &amp; Company, et al. (Broker's Price Opinions)</b>	N.D. Cal., No 4:12-cv-00664-YGR
<b>Klug v. Watts Regulator Company (Product Liability)</b>	D. Neb., No. 8:15-cv-00061-JFB-FG3
<b>Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)</b>	Dist. Ct. Okla., No. CJ-2015-00859
<b>Morton v. Greenbank (Overdraft Fees)</b>	20 <sup>th</sup> Jud. Dist. Tenn., No. 11-135-IV
<b>Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)</b>	Ohio C.P., No. 11CV000090
<b>Farnham v. Caribou Coffee Company, Inc. (TCPA)</b>	W.D. Wis., No. 16-cv-00295-WMC

<b>Gottlieb v. Citgo Petroleum Corporation (TCPA)</b>	S.D. Fla., No. 9:16-cv-81911
<b>McKnight et al. v. Uber Technologies, Inc. et al.</b>	N.D. Cal., No 3:14-cv-05615-JST
<b>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</b>	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<b>T.A.N. v. PNI Digital Media, Inc.</b>	S.D. GA., No. 2:16-cv-132-LGW-RSB.
<b>In re: Syngenta Litigation</b>	4 <sup>th</sup> Jud. Dist. Minn., No. 27-CV-15-3785
<b>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</b>	D. Puerto Rico, No. 17-04780(LTS)
<b>Reilly v. Chipotle Mexican Grill, Inc.</b>	S.D. Fla., No. 1:15-cv-23425-MGC
<b>Ma et al. v. Harmless Harvest Inc. (Coconut Water)</b>	E.D.N.Y., No. 2:16-cv-07102-JMA-SIL
<b>Mahoney v TT of Pine Ridge, Inc.</b>	S.D. Fla., No. 9:17-cv-80029-DMM
<b>Sobiech v. U.S. Gas &amp; Electric, Inc., i/t/d/b/a Pennsylvania Gas &amp; Electric, et al.</b>	E.D. Penn., No. 2:14-cv-04464-GAM
<b>Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.,</b>	S.D. Fla., No. 1:17-cv-21344-UU and No. 1:17-cv-23111-JLK
<b>Gordon, et al. v. Amadeus IT Group, S.A., et al.</b>	S.D.N.Y. No. 1:15-cv-05457-KPF
<b>Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)</b>	S.D. Fla., No. 1:17-cv-22967-FAM
<b>Orlander v. Staples, Inc.</b>	S.D. NY, No. 13-CV-0703
<b>Larey v. Allstate Property and Casualty Insurance Company</b>	W.D. Kan., No. 4:14-cv-04008-SOF
<b>Larson v. John Hancock Life Insurance Company (U.S.A.)</b>	Cal. Sup. Court, County of Alameda, No. RG16 813803
<b>Alaska Electrical Pension Fund, et al. v. Bank of America N.A et al. (ISDAfix Instruments)</b>	S.D.N.Y., No. 14-cv-7126 (JMF)
<b>Falco et al. v. Nissan North America, Inc. et al. (Engine – CA &amp; WA)</b>	C.D. Cal., No. 2:13-cv-00686 DDP (MANx)
<b>Pantelyat, et al v. Bank of America, N.A. et al. (Overdraft/Uber)</b>	S.D.N.Y., No. 16-cv-08964-AJN
<b>In re: Parking Heaters Antitrust Litigation</b>	E.D.N.Y., No. 15-MC-0940-DLI-JO
<b>Wallace, et al, v. Monier Lifetile LLC, et al.</b>	Sup. Ct. Cal., No. SCV-16410
<b>In re: Windsor Wood Clad Window Products Liability Litigation</b>	E.D. Wis., MDL No. 16-MD-02688
<b>Farrell v. Bank of America, N.A. (Overdraft)</b>	S.D. Cal., No. 3:16-cv-00492-L-WVG
<b>Hale v. State Farm Mutual Automobile Insurance Company, et al.</b>	S.D. Ill., No. 12-cv-0660-DRH

<b>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</b>	C.D. Cal., No. 8:14-cv-02011–JVS-DFM
<b>Poseidon Concepts Corp. et al. (Canadian Securities Litigation)</b>	Ct. of QB of Alberta, No. 1301-04364
<b>In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda, and Nissan)</b>	S.D. Fla, MDL No. 2599
<b>Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)</b>	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
<b>Vergara, et al., v. Uber Technologies, Inc. (TCPA)</b>	N.D. Ill., No. 1:15-CV-06972
<b>Surrett et al. v. Western Culinary Institute, et al.</b>	Ore. Cir., County of Multnomah, No. 0803-03530
<b>Kohl's - Underwood v. Kohl's Department Stores, Inc., et al. (Cert. Notice)</b>	E.D. Penn., No. 2:15-cv-00730
<b>Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)</b>	M.D. Tenn., No. 3:14-cv-01707
<b>Gergetz v. Telenav (TCPA)</b>	N.D. Cal., No. 5:16-cv-4261
<b>Raffin v. Medicredit, Inc., et al.</b>	C.D. Cal., No 15-cv-4912
<b>First Impressions Salon, Inc. v. National Milk Producers Federation, et al.</b>	S.D. Ill., No. 3:13-cv-00454
<b>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN) (TCPA)</b>	N.D. Cal., No. 3:16-cv-05486
<b>Dipuglia v. US Coachways, Inc. (TCPA)</b>	S.D. Fla., No. 1:17-cv-23006-MGC
<b>Knapper v. Cox Communications</b>	D. Ariz., No. 2:17-cv-00913
<b>Martin v. Trott (MI - Foreclosure)</b>	E.D. Mich., No. 2:15-cv-12838
<b>Cowen v. Lenny &amp; Larry's Inc.</b>	N.D. Ill., No. 1:17-cv-01530
<b>AI's Pals Pet Card, LLC, et al v. Woodforest National Bank, N.A., et al.</b>	S.D. Tex., No. 4:17-cv-3852
<b>In Re: Community Health Systems, Inc. Customer Data Security Breach Litigation</b>	N.D. Ala., MDL No. 2595, 2:15-CV-222
<b>Tashica Fulton-Green et al. v. Accolade, Inc.</b>	E.D. Penn., No. 2:18-cv-00274
<b>37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)</b>	S.D.N.Y., No. 15-cv-9924
<b>Stahl v. Bank of the West</b>	Sup. Ct. Cal., No. BC673397
<b>Parsons v. Kimpton Hotel &amp; Restaurant Group, LLC (Data Breach)</b>	N.D. Cal., No. 3:16-cv-05387
<b>Waldrup v. Countrywide</b>	C.D. Cal., No. 2:13-cv-08833
<b>In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation</b>	Sup. Ct. Cal., No. CV2016-013446

<b><i>Naiman v. Total Merchant Services, Inc., et al. (TCPA)</i></b>	N.D. Cal., No. 4:17-cv-03806
<b><i>In re Dealer Management Systems Antitrust Litigation</i></b>	N.D. Ill., MDL No. 2817, No. 18-cv-00864
<b><i>In re HP Printer Firmware Update Litigation</i></b>	N.D. Cal., No. 5:16-cv-05820
<b><i>Zaklit, et al. v. Nationstar Mortgage LLC, et al. (TCPA)</i></b>	C.D. Cal., No. 5:15-CV-02190
<b><i>Luib v. Henkel Consumer Goods Inc.</i></b>	E.D.N.Y., No. 1:17-cv-03021
<b><i>Lloyd, et al. v. Navy Federal Credit Union</i></b>	S.D. Cal., No. 17-cv-1280-BAS-RBB
<b><i>Waldrup v. Countrywide Financial Corporation, et al.</i></b>	C.D. Cal., No. 2:13-cv-08833
<b><i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i></b>	Sup. Ct. Cal., No. BC589243
<b><i>Di Filippo v. The Bank of Nova Scotia, et al. (Gold Market Instrument)</i></b>	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
<b><i>McIntosh v. Takata Corporation, et al.; Vitoratos, et al. v. Takata Corporation, et al.; and Hall v. Takata Corporation, et al.</i></b>	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
<b><i>Rabin v. HP Canada Co., et al.</i></b>	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
<b><i>Lightsey, et al. v. South Carolina Electric &amp; Gas Company, a Wholly Owned Subsidiary of SCANA, et al.</i></b>	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
<b><i>In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation</i></b>	E.D. Penn., No. 2:09-md-02034
<b><i>Henrikson v. Samsung Electronics Canada Inc.</i></b>	Ontario Sup. Ct., No. 2762-16cp
<b><i>Burrow, et al. v. Forjas Taurus S.A., et al.</i></b>	S.D. Fla., No. 1:16-cv-21606-EGT

Hilsoft-cv-143

# Attachment 2

**If you attended school as a student or worked as staff at Magnolia Elementary School in El Cajon, California for one or more school years from January 1, 1963 through [date of preliminary approval], you may qualify for benefits from a class action settlement.**

*This Notice may affect your rights, so please read it carefully.*

A settlement has been reached in a class action lawsuit about claims of exposure to toxic contamination from waste materials stored below ground at the Former Ametek Facility (located at 790 Greenfield Avenue, El Cajon, California). Plaintiffs' claims arise from alleged contamination of groundwater, soil vapor and indoor air on and below Magnolia Elementary School ("MES"). As a result, Plaintiffs claim they have been exposed to toxic contamination ("the plume") and have suffered damages.

Defendants Ametek, Inc., Senior Operations LLC, and Thomas Deeney ("Defendants") deny any and all alleged liability, wrongdoing, violations, and/or damages allegedly caused with respect to any and all claims asserted or that could have been asserted in this lawsuit. The Court has not decided who is right, but both the Plaintiffs and the Defendants have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.

**WHO IS INCLUDED?**

Every person who: (1) Attended Magnolia Elementary School as a student for one or more school years from January 1, 1963 through [date of preliminary approval]; or (2) Worked as staff at Magnolia Elementary School for one or more school years from January 1, 1963 through [date of preliminary approval].

**WHAT DOES THE SETTLEMENT PROVIDE?**

If approved by the Court and not subject to a successful appeal, a Settlement Fund of \$1,000,000.00 will be established to pay for medical consultation benefits for Plaintiffs and Class Members, as well as fees and costs consistent with the Settlement Agreement; a separate fund of \$500,000.00 will be established to pay for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.

(1) Each verified Class Member shall be eligible for one (1) medical consultation with a doctor selected by Class Counsel to receive any or all of the following procedures, pursuant to the advice of the selected physician and based on the verified Class Member's own discretion for the same, intended to screen for medical conditions including those potentially associated with exposure to Trichloroethylene ("TCE") in very high concentrations (far exceeding any of the indoor air concentrations of TCE ever detected at the MES), including kidney cancer, liver cancer, and hematolymphatic cancer:

- history and physical examination by board-certified physician
- blood chemistry, blood count and microscopy urinalysis
- CT scan of kidney (in a follow-up appointment, if determined necessary)

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

- liver ultrasound or MRI (in a follow-up appointment, if determined necessary)

(2) The costs of medical consultation outlined here will be billed by the physician to the Claims Administrator, and will be paid by the Claims Administrator from the Medical Consultation Fund portion of the Settlement Fund.

(3) Any medical consultation available to verified Class Members must be completed on or before the date which falls four (4) years after Final Approval, as defined in the Settlement Agreement. Medical consultation visits shall be available to verified Class Members during the four year eligibility period, or until the Medical Consultation Fund is exhausted, whichever occurs first.

## **How Do You Receive Medical Consultation?**

You must submit a Claim Form to receive any medical consultation benefits from the settlement. All Claim Forms, must be mailed by postage prepaid, to the Claims Administrator postmarked no later than **Month DD, 20xx**. To get a Claim Form, visit the website listed below. Class Counsel and/or the Claims Administrator will, in its sole discretion, confirm the validity of each Claim Form and confirm that it provides the required information.

If the settlement becomes final, Class Members who submit a claim or do nothing at all will be releasing the Defendants from all of the Released Claims described and identified in Section 30 of the Settlement Agreement. This means you will no longer be able to sue the Defendants regarding any of the claims described in the Settlement Agreement.

## **WHAT ARE MY OTHER OPTIONS?**

If you do not want to be a part of the settlement, you must exclude yourself by **Month DD, 20xx**. If you exclude yourself, you cannot receive medical monitoring benefits from the settlement. If you stay in the settlement, you may object to it by **Month DD, 20xx**. The detailed written notice, available on the website explains how to exclude yourself or object. If you do nothing, you will remain a Class Member and lose any opportunity to exclude yourself from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

Chief Judge Larry A. Burns of the United States District Court for the Southern District of California will hold a hearing in this case, *Trujillo, et al. v. Ametek, Inc. et al.*, Case No. 3:15-cv-01394-GPC-AGS (S.D. Cal.) on **Month DD, 20xx**. At this hearing, the Court will determine whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. You or your own lawyer, if you have one are welcome to attend the hearing at your own expense, but your attendance is not necessary. If the settlement is approved by the Court, Class Counsel will ask the Court for an award of attorneys' fees in an amount not to exceed 25% of the gross amount awarded to the Settlement Class plus costs and expenses and incentive awards of up to \$5,000 per Plaintiff. Any award of attorneys' fees, expenses, costs or incentive awards, ordered by the Court will be paid from the Settlement Fund.

To get more information, including the Settlement Agreement, visit the website or call the toll free number. The Settlement Agreement explains your rights and obligations as a Class Member. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private attorney at your own expense.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**



**If you resided in Greenfield Mobile Estates, Starlight Mobile Home Park or Villa Cajon Mobile Home Estates in El Cajon, California for one or more calendar years from January 1, 1963 through [date of preliminary approval], or currently own a mobile home in one of those parks, you may qualify for benefits from a class action settlement.**

*This Notice may affect your rights, so please read it carefully.*

A settlement has been reached in a class action lawsuit about claims of exposure to toxic contamination from waste materials stored below ground at the Former Ametek Facility (located at 790 Greenfield Avenue, El Cajon, California). Plaintiffs' claims arise from alleged contamination of groundwater, soil vapor and indoor air on and below downgradient properties, including the Greenfield Mobile Estates, Starlight Mobile Home Park, and Villa Cajon Mobile Home Estates, (collectively the MHPs") where Plaintiffs currently or formerly resided. As a result, Plaintiffs claim they have been exposed to toxic contamination ("the plume") and have suffered damages.

The parties being sued in this lawsuit deny any and all alleged liability, wrongdoing, violations, and/or damages allegedly caused with respect to any and all claims asserted or that could have been asserted in the lawsuit. The Court has not decided who is right, but the Plaintiffs and the parties being sued have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.

### **WHO IS INCLUDED?**

The Medical Consultation Program Subclass is: Every person who resided in the following mobile home park units for 1 or more calendar years from January 1, 1963 through [date of preliminary approval]:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

The Mobile Home Coach Sampling/Mitigation Program Subclass is: Every person who as of [date of preliminary approval], owns a mobile home coach in the following mobile home parks:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

### **WHAT DOES THE SETTLEMENT PROVIDE?**

The parties being sued in this lawsuit who have agreed to this settlement are Ametek, Inc., Senior Operations LLC and Thomas Deeney ("Defendants") and Greenfield MHP Associates, L.P.,

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Starlight MHP, LLC, Kort & Scott Financial Group, LLC, Tustin Ranch Partners, Inc., Sierra Corporate Management, Inc., KMC CA Management, LLC, Kingsley Management Corp., and Villa Cajon MHC, L.P. (“Third-Party Defendants”). If the settlement is approved by the Court and not subject to a successful appeal, a Settlement Fund of \$1,500,000.00 will be established to pay for medical consultation benefits for Plaintiffs and Class Members, as well as fees and costs consistent with the Settlement Agreement; a separate \$2,000,000 Settlement Fund will be established for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.

### **Medical Consultation Subclass (Subclass 1)**

(1) Each verified Class Member shall be eligible for one (1) medical consultation with a doctor selected by Class Counsel to receive any or all of the following procedures, pursuant to the advice of the selected physician and based on the verified Class Member’s own discretion for the same, intended to screen for medical conditions including those potentially associated with exposure to Trichloroethylene (“TCE”) in very high concentrations (far exceeding any of the indoor air concentrations of TCE ever detected in any residence or building at the MHPs), including kidney cancer, liver cancer, and hematolymphatic cancer:

- history and physical examination by board-certified physician
- blood chemistry, blood count and microscopy urinalysis
- CT scan of kidney (in a follow-up appointment, if determined necessary)
- liver ultrasound or MRI (in a follow-up appointment, if determined necessary)

(2) The costs of the medical consultation outlined here will be billed by the physician to the Claims Administrator, and will be paid by the Claims Administrator from the Medical Consultation Fund portion of the Settlement Fund.

(3) Any medical consultation available to verified Class Members shall be completed on or before the date which falls four (4) years after Final Approval, as defined in the Settlement Agreement. Medical consultation visits shall be available to verified Class Members during the four year eligibility period, or until the Medical Consultation Fund is exhausted, whichever occurs first.

### **Sampling/Mitigation Program Subclass (Subclass 2)**

(1) In order to substantiate a Remediation/Mitigation Fund claim, Class Members of Subclass 2 must provide Ametek, or its designated agent, with a request that includes full names of all residence occupants, dates of birth, and unit number of the mobile home coach owned within the subject MHP. Once a Class Member’s identifying information is provided, the Class Member’s ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 may be verified with the current management of the relevant MHP by Ametek. If no verification can be provided by MHP management, then the Class Member shall be required to provide two forms of documentation of ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 of the Settlement Agreement, including but not limited to tax forms, deeds, etc.

(2) Once Subclass 2 status is verified, the verified Class Member will be eligible to receive the Sampling/Mitigation Program benefit of two indoor air samples per year, approximately six months apart, for two years, and conducted in a manner consistent with and according to Department of Toxic Substance Control (DTSC)-approved sampling protocols, such as removal of specified household chemicals. The results of such sampling, and any necessary confirmation

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sampling, will be shared with the DTSC, or other appropriate regulatory or governmental agency, for review and to assess whether further sampling is needed and/or the installation of mitigation measures is appropriate and warranted. Where the installation of mitigation measures is determined to be necessary and appropriate by the DTSC, and upon request and approval from the DTSC, and unless otherwise ordered or advised by the DTSC, approved Subclass 2 Members will be entitled to the Sampling/Mitigation Program benefit of installation of a mitigation system consisting of passive venting of the crawlspace beneath their mobile home coach. Passive crawlspace venting will include the installation of replacement skirting materials comprised of lattice or meshing around the crawlspace area of the subject mobile home coach, or any similar materials approved by Ametek and the verified Class Member.

Any approved passive crawlspace venting pursuant to Paragraph 31.2.3 of the Settlement Agreement will be installed by Ametek or an agent designated by Ametek. No Defendant or Third-Party Defendant will be responsible for any claim for costs of any mitigation measures, including but not limited to passive crawlspace venting, that is not approved consistent with the terms of the Settlement Agreement or implemented by anyone not approved by Ametek or its designated agent.

The costs of the installation of the passive crawlspace venting outlined in Paragraph 31.2.3 of the Settlement Agreement will be paid by Ametek, or its agent from the Remediation/Mitigation Fund portion of the Settlement Fund.

Installation of passive crawlspace venting consistent with Paragraph 31.2.3 of the Settlement Agreement will not in any way waive or release additional or alternative mitigation measures for mobile home units at the subject MHPs, including those owned by Verified Class Members of Subclass 2, which are recommended and/or required by the Regional Water Quality Control Board, the DTSC, and/or any other regulatory or governmental agency charged with and responsible for oversight of response actions related to the contamination plume emanating from the Former Ametek Facility or the Site.

## **How Do You Receive Medical Consultation?**

You must submit a Claim Form to receive any medical consultation or Sampling/Mitigation Program benefits from the settlement. All Claim Forms, must be mailed, postage prepaid, to the Claims Administrator postmarked no later than **Month DD, 20xx**. To get a Claim Form, visit the website listed below. Class Counsel and/or the Claims Administrator will, in their sole discretion, confirm the validity of each Claim Form and confirm that it provides the required information.

If the settlement becomes final, Class Members who submit a claim or do nothing at all will be releasing the Defendants and the Third-Party Defendants from all of the Released Claims described and identified in Section 32 of the Settlement Agreement. This means you will no longer be able to sue any of the Defendants or any of the Third-Party Defendants regarding any of the claims described in the Settlement Agreement.

## **WHAT ARE MY OTHER OPTIONS?**

If you do not want to be a part of the settlement, you must exclude yourself by **Month DD, 20xx**. If you exclude yourself, you cannot receive medical consultation or sampling/mitigation benefits from the settlement. If you stay in the settlement, you may object to it by **Month DD, 20xx**. The detailed written notice available at the website explains how to exclude yourself or object. If you do nothing, you will remain a Class Member and lose any opportunity to exclude yourself

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from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

Chief Judge Larry A. Burns of the United States District Court for the Southern District of California will hold a hearing in this case, *Cox, et al. v. Ametek, Inc. et al.*, Case No. 3:17-cv-00597-GPC-AGS (the “*Cox I* Action”) (S.D. Cal.) on **Month DD, 20xx**. At this hearing, the Court will determine whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. You or your own lawyer, if you have one, are welcome to attend the hearing at your own expense, but your attendance is not necessary. If the settlement is approved by the Court, Class Counsel will ask the Court for an award of attorneys’ fees in an amount not to exceed 25% of the gross amount awarded to the Settlement Class plus costs and expenses and incentive awards of up to \$5,000 per Plaintiff. Any award of attorneys’ fees, expenses, costs or incentive awards, ordered by the Court will be paid from the Settlement Fund.

To get more information, including the Settlement Agreement, visit the website or call the toll free number. The Settlement Agreement explains your rights and obligations as a Class Member. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private attorney at your own expense.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM**

# Attachment 3

**If you attended school as a student or worked as staff at Magnolia Elementary School in Cajon, California for one or more school years between January 1, 1963 and through [date of preliminary approval], you may qualify for benefits from a class action settlement.**

*This Notice may affect your rights, so please read it carefully.*

- A settlement has been reached in a class action lawsuit about claims of exposure to toxic contamination from waste materials stored below ground at the Former Ametek Facility (located at 790 Greenfield Avenue, El Cajon, California). Generally, you are included in the Settlement if you attended school as a student or worked as staff at Magnolia Elementary School in Cajon, California for one or more school years between January 1, 1963 through [date of preliminary approval].
- Defendants Ametek, Inc., Senior Operations LLC, and Thomas Deeney (“Defendants”) deny any and all alleged liability, wrongdoing, violations, and/or damages allegedly caused with respect to any and all claims asserted or that could have been asserted in this lawsuit. The Court has not decided who is right, but both the Plaintiffs and the Defendants have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.
- The claims process created by the settlement provides for medical monitoring benefits from a \$1,000,000.00 settlement fund, and \$500,000.00 to help establish the Remediation/Mitigation Fund for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.. Complete details on eligibility and claim form submission requirements are included in this notice.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.
- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, a settlement fund will be established and medical consultation benefits will be available to those who qualify and file a valid and timely Claim Form.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A CLAIM FORM</b>	Submit a Claim Form seeking medical consultation benefits.
<b>EXCLUDE YOURSELF</b>	Request to be excluded and get no benefits from the settlement. This is the only option that allows you to start or continue a lawsuit against the Defendant about the claims this settlement resolves.

<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no benefits. Give up your rights to sue the Defendant for the claims the settlement resolves.

## WHAT THIS NOTICE CONTAINS

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2. What is this lawsuit about?
3. Why is there a settlement?
4. Why is the settlement a proposed class action settlement?

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5. How do I know if I am part of the settlement?
6. Are there other lawsuits relating to alleged groundwater contamination?
7. Is anyone excluded from the settlement?
8. What if I am not sure whether I am included in the settlement?

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY ..... PAGES 6**

9. How much money is available for medical consultation under the settlement?
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### **HOW TO GET BENEFITS FROM THE SETTLEMENT..... PAGES 6**

11. What do I need to do to get medical consultation?
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### **GETTING MORE INFORMATION ..... PAGE 10**

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## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed class action settlement and about all of your options before the Court decides whether to give “final approval” to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Chief Judge Larry A. Burns of the United States District Court for the Southern District of California, is overseeing this lawsuit. The settlement resolves the litigation known as *Danielle Trujillo, et al. v. Ametek, Inc. et al.*, Case No. 3:15-cv-01394-GPC-AGS (S.D. Ca.) (“the *Trujillo Action*”).

The persons who sued are called “Plaintiffs,” and the persons or companies being sued, Ametek, Inc., Thomas Deeney, and Senior Operations LLC, are called the “Defendants.”

### 2. What is this lawsuit about?

Plaintiffs allege that between 1963 and 1983, manufacturing process materials were placed in an in-ground tank at the aerospace manufacturing facility (the “Former Ametek Facility”) located at 790 Greenfield Avenue, El Cajon, California 92021 (the “Site”). Ametek owned and operated the Former Ametek Facility at the Site from 1968 through 1988. Deeney has been a corporate officer with Ametek since approximately 1996, and has dealt with issues concerning the Former Ametek Facility and the Site on Ametek’s behalf at times, including since approximately 2006. The Site is now owned and operated by Senior.

Plaintiffs claim that past use of the in-ground tank, which was removed decades ago, has and continues to result in contamination of groundwater resulting in a subsurface “plume” of certain chemicals that may be detectable in soil vapor and indoor air, on and below Magnolia Elementary School, located adjacent to the Site at 650 Greenfield Dr., El Cajon, CA 92021, (“MES”). As a result, Plaintiffs claim they have been exposed to toxic contamination and have suffered damages. Plaintiffs brought the *Trujillo Action* on behalf of themselves and other teachers and students who attended or worked at MES, who are similarly situated.

Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages any of them allegedly caused with respect to any and all claims asserted or that could have been asserted in the *Trujillo Action*.

The Court has not decided who is right, but both the Plaintiffs and Defendants have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.

### 3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of litigation. The settlement does not mean that any law was broken or that any of the Defendants did anything wrong. Each of the Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the settlement is best for the Settlement Class.

### 4. Why is the settlement a proposed class action settlement?

Proposed class action settlements typically get reviewed by a court twice: once for preliminary approval and once for final approval. As part of approving a class action settlement, courts certify a settlement class. That class is a Settlement Class (a.k.a, a class certified only for settlement). Here, the Court has given the proposed settlement preliminary approval, and has certified a Settlement Class. But the Court cannot decide whether to finally approve the proposed settlement until the Final Fairness Hearing (described in Section 23 below), when it will resolve any issues for all Class Members, except for those Members who exclude themselves from the settlement through the process described in Section 17 below.

## WHO IS IN THE SETTLEMENT

To see if you will be affected by the settlement or if you can receive medical consultation benefits from it, you first have to determine if you are a Class Member.

### 5. How do I know if I am part of the settlement?

The settlement includes every person who: (1) Attended Magnolia Elementary School as a student for one or more school years between January 1, 1963 through [date of preliminary approval]; or (2) Worked as staff at Magnolia Elementary School for one or more school years between January 1, 1963 through [date of preliminary approval].

### 6. Are there other lawsuits relating to alleged groundwater contamination?

Yes, in addition to the *Trujillo* Action, Ametek and Senior are also defendants in three other cases relating to the alleged groundwater contamination. The other cases are *Greenfield MHP Associates, L.P., et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01525-GPC-AGS (the “*Greenfield* Action”); *Cox, et al. v. Ametek, Inc., et al.*, 3:17-cv-00597-GPC-AGS (the “*Cox I* Action”); and *Cox, et al. v. Ametek, Inc., et al.*, No.3:17-cv-01211-GPC-AGS (the “*Cox II* Action”). These four related cases are collectively called the “Groundwater Actions.” The Settlement of the *Trujillo* Action must receive Final Approval of the Court, and is part of the resolution of all of the Groundwater Actions.

### 7. Is anyone excluded from the settlement?

Yes, the Settlement Class does not include any individual who has independently settled or resolved any claims related to exposure to contaminants emanating from the Former Ametek Facility with any Defendant in the *Trujillo* Action, and specifically including any person who has settled or resolved claims directly with Ametek, Inc., Senior Operations LLC, or any of Defendants’ present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.

### 8. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are a member of the Settlement Class, or have any other questions about the settlement, visit the settlement website at [www.xxxxxxx.com](http://www.xxxxxxx.com) or call the toll free number, xxx-xxx-xxxx. You may also write with questions to \_\_\_ Settlement, PO Box xxxx, \_\_\_, or send an e-mail to [info@xxxxxxx.com](mailto:info@xxxxxxx.com).

## **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

### **9. How much money is available for medical consultation under the settlement?**

If approved by the Court and not subject to a successful appeal, a Settlement Fund of \$1,000,000.00 will be established as the Medical Consultation Fund to pay for medical consultation for Plaintiffs and Class Members, as well as fees and costs consistent with the Settlement Agreement. A separate \$500,000.00 payment will be made to help establish the Remediation/Mitigation Fund for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.

### **10. What are the benefits of the Settlement?**

Once a Class Member submits a valid Claim Form and the Class Member's status has been verified, the verified Class Member will be eligible to receive their class benefit as follows:

(1) Each verified Class Member shall be eligible for one (1) medical consultation with a doctor selected by Class Counsel to receive any or all of the following procedures, pursuant to the advice of the selected physician and based on the verified Class Member's own discretion for the same, intended to screen for medical conditions including those potentially associated with exposure to Trichloroethylene ("TCE") in very high concentrations (far exceeding any of the indoor air concentrations of TCE ever detected in any residence or building at the MHPs), including kidney cancer, liver cancer, and hematolymphatic cancer:

- history and physical examination by board-certified physician
- blood chemistry, blood count and microscopy urinalysis
- CT scan of kidney (in a follow-up appointment, if determined necessary)
- liver ultrasound or MRI (in a follow-up appointment, if determined necessary)

(2) The costs of the diagnostic medical consultation outlined above will be billed by the physician to the Claims Administrator, and will be paid by the Claims Administrator from the Medical Consultation Fund portion of the Settlement Fund.

(3) Any medical consultation available to verified Class Members shall be completed on or before the date which falls four (4) years after [date of Final Approval]. Medical consultation visits shall be available to verified Class Members during the four year eligibility period, or until the Medical Consultation Fund is exhausted, whichever occurs first.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **11. What do I need to do to get medical consultation?**

To make a claim against the Settlement Fund and to receive any medical consultation benefits from the settlement, Class Members are required to submit a Claim Form. You must follow the

instructions on the Claim Form. You should read the Claim Form instructions carefully and provide all the information that is requested.

All Claim Forms, must be mailed by first-class United States Mail, postage prepaid, to the Claims Administrator postmarked no later than **Month DD, 20xx**:

\_\_\_\_ Settlement  
PO Box xxxx  
Portland, OR 97208-xxxx

If you change your address and want to receive a Claim Form at your new address, you should notify the Claims Administrator of your new address by sending written notice of your change of address to the Claims Administrator at the address above.

If you did not receive a Claim Form by mail, or if you need a Claim Form, you can get one in any of the following ways: (1) by downloading a Claim Form at the website; (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator’s toll-free number at xxx-xxx-xxxx or (3) by requesting a Claim Form be mailed to you by writing to the Claims Administrator at the address provided above.

**12. What is the deadline for submitting a Claim Form?**

Claims must be postmarked no later than **Month DD, 20xx**.

**13. How will my Claim be validated?**

Class Counsel will, in its sole discretion, confirm the validity of each Claim Form and confirm that it provides the required information.

**14. What am I giving up to receive settlement benefits?**

If the settlement becomes final, Class Members who submit a claim or do nothing at all will be releasing the Defendants from all of the Released Claims described and identified in Section 30 of the Settlement Agreement. This means you will no longer be able to sue the Defendant regarding any of the claims described in the Settlement Agreement (see Question No. 16 below).

The Settlement Agreement is available at [www.xxxxxxxx.com](http://www.xxxxxxxx.com). The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section “The Lawyers Representing You” for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to participate in this proposed settlement and you want to keep the right to sue the Defendants about the legal issues in this case, then you must take steps to get out of the settlement. This is sometimes called “opting out” of the Settlement Class.

**15. If I exclude myself, can I get anything from this settlement?**

No, if you exclude yourself, you may not apply for any benefits under the settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be

part of a different lawsuit against the Defendants in the future. You will not be bound by anything that happens in this class action settlement.

**16. If I do not exclude myself, can I sue later?**

Unless you exclude yourself, you give up the right to sue the Defendants for all of the claims that the settlement resolves. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case. The full release is stated in Section 30 of the Settlement Agreement. (The Settlement Agreement can be found at [www.xxxxxxx.com](http://www.xxxxxxx.com).)

**17. How do I get out of the settlement?**

To exclude yourself from the settlement and Settlement Class, you must send the Claims Administrator a written and signed statement, entitled “Request for Exclusion.” The Request for Exclusion must:

- (1) Certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to exclude the Class Member from the Settlement and provide an affidavit or other proof of the Class Member’s standing;
- (2) Provide the filer’s name, address, telephone and facsimile number and email address (if available);
- (3) Include the Class Member’s name, address, telephone number, and e-mail address (if available); and
- (4) Be received by the deadline.

You must mail your completed Request for Exclusion, postmarked by **Month, DD, 20xx** to:

\_\_\_ Administrator  
 PO Box xxxx  
 Portland, OR 97208-xxxx

A copy of your completed Request for Exclusion should also be sent to:

<b>Court</b>	<b>CLASS COUNSEL</b>	<b>Counsel for Defendants</b>
Clerk of the Court United States District Court Southern District of California _____ _____	Scott Summy Baron & Budd 3102 Oak Lawn Ave, Suite 1100 Dallas, TX 75219-3605	Counsel for Ametek: Edward C. Walton Sean Sullivan Procopio, Cory, Hargreaves & Savitch, LLP 525 B Street, Suite 2200 San Diego, CA 92101  Counsel for Senior: Kimberly Arouh Buchanan Ingersoll & Rooney LLP 600 West Broadway, Suite 1100 San Diego, CA 92101  Counsel for Mr. Deeney: Michael Pietrykowski Gordon & Rees Scully Mansukhani LLP 111 Broadway, Suite 1700

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://www.xxxxxxxx.com)**

		Oakland, CA 94607
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**If you do not want to be a part of the settlement, but do not send in a Request for Exclusion, you will remain a Class Member and lose any opportunity to exclude yourself from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.**

You cannot ask to be excluded/opt-out on the phone, by email, or at the website.

## **THE LAWYERS REPRESENTING YOU**

### **18. Do I have a lawyer in the case?**

The Court designated Scott Summy and the law firm of Baron & Budd as Class Counsel for the Plaintiffs and members of the Settlement Class. You will not be charged for Class Counsel. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### **19. Why is Class Counsel recommending the settlement?**

Class Counsel reached this settlement after weighing the risks and benefits to the Settlement Class of this settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and numerous appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Class.

### **20. How will the Lawyers be paid?**

If the settlement is approved by the Court, Class Counsel will ask the Court for an award of attorneys' fees in an amount not to exceed 25% of the gross amount awarded to the Settlement Class plus costs and expenses and incentive awards of up to \$5,000 per Plaintiff. Any award of attorneys' fees, expenses, costs or incentive awards, ordered by the Court will be paid from the Settlement Fund according to the terms and limitations of the Settlement Agreement.

## **OBJECTING TO THE SETTLEMENT**

### **21. How do I tell the Court if I do not like the settlement?**

If you do not exclude yourself from the Settlement Class, you may, if you wish, object to the Settlement or an award of fees or expenses to Class Counsel.

To do so, you or your own attorney must provide a written and signed statement, entitled "Objection".

(1) All Objections must:

- a. Certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to object on behalf of the Class Member and provide an affidavit or other proof of the Class Member’s standing;
- b. Provide the name, address, telephone and facsimile number and email address (if available) of the filer and the Class Member;
- c. Provide the name, address, telephone and facsimile number and email address (if available) of any counsel representing the Class Member;
- d. State all objections asserted by the Class Member and the specific reason(s) for each objection, and include all legal support and evidence the Class Member wishes to bring to the Court’s attention;
- e. Indicate if the Class Member wishes to appear at the Final Fairness Hearing; and
- f. Identify all witnesses the Class Member may call to testify.

(2) Class Members may object either on their own or through any attorney hired at their own expense. If a Class Member is represented by counsel, the attorney must: file a notice of appearance with the Clerk of Court no later than **Month DD, 20xx**, and serve all Parties in accordance with Fed. R. Civ. P. 5 within the same time period.

(3) Any Class Member who fully complies with the provisions of the Objection requirements listed here in Question 21 may, in the Court’s discretion, appear at the Final Fairness Hearing to object to the Settlement or the award of fees and costs to Class Counsel. Any Class Member who fails to comply with the provisions listed in Question 21 will waive and forfeit any and all rights and objections the Class Member may have asserted in this action, and will be bound by all the terms of the Agreement and by all proceedings, orders and judgments with respect to the Settlement.

Your Objection must be filed with the Clerk of the Court and served on Class Counsel and Defendants’ counsel by first-class United States Mail, postmarked no later than **Month DD, 20xx**. The copies to be filed with the Court and served on Class Counsel and Defendants’ counsel must be mailed to the following addresses:

Court	CLASS COUNSEL	Counsel for Defendants
Clerk of the Court United States District Court Southern District of California _____ _____	Scott Summy Baron & Budd 3102 Oak Lawn Ave, Suite 1100 Dallas, TX 75219-3605	Counsel for Ametek: Edward C. Walton Sean Sullivan Procopio, Cory, Hargreaves & Savitch, LLP 525 B Street, Suite 2200 San Diego, CA 92101  Counsel for Senior: Kimberly Arouh Buchanan Ingersoll & Rooney LLP 600 West Broadway, Suite 1100 San Diego, CA 92101  Counsel for Mr. Deeney: Michael Pietrykowski Gordon & Rees Scully Mansukhani LLP 111 Broadway, Suite 1700 Oakland, CA 94607

**If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to**

**contest the approval of the settlement or to appeal from any order or judgment entered by the Court in connection with the settlement.**

**22. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself (opting-out) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement and you will not be eligible to apply for any benefits under the settlement because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

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

On **Month DD, 20xx, at \_\_:\_\_.m.**, the Court will hold a public hearing in the United States District Court for the Southern District of California, located at the U.S. Courthouse, \_\_\_\_, \_\_\_\_, CA \_\_\_\_, to determine whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court also will consider Counsel's application for an award of attorneys' fees and expense reimbursement and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class so you should check the website for updates. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. It is unknown how long these decisions will take.

**24. Do I have to come to the hearing?**

No, Class Counsel will answer any questions the Court has. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. If you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but it is not necessary.

**IF YOU DO NOTHING**

**25. What happens if I do nothing at all?**

If you are a Class Member and do nothing, you will not get benefits from the settlement. And, unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against the Defendants about the statements and claims at issue in this case.

**GETTING MORE INFORMATION**

**26. How do I get more information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**



and Answers at [www.xxxxxxxx.com](http://www.xxxxxxxx.com). You may also write with questions to \_\_\_ Settlement, PO Box xxxx, Portland, OR 97208-xxxx or send an e-mail to [info@xxxxxxx.com](mailto:info@xxxxxxx.com). You can get a Claim Form at the website, or have a Claim Form mailed to you. If you wish to communicate directly with Class Counsel, you may contact them at the address listed above in paragraph 21, or by e-mail at [xxx@xxxxxxx.com](mailto:xxx@xxxxxxx.com). You may also seek advice and guidance from your own private attorney at your own expense.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

**If you resided in Greenfield Mobile Estates, Starlight Mobile Home Park or Villa Cajon Mobile Home Estates in El Cajon, California, for one or more calendar years from January 1, 1963 through [date of preliminary approval], or currently own a mobile home in one of those parks, you may qualify for benefits from a class action settlement.**

*This Notice may affect your rights, so please read it carefully.*

- A settlement has been reached in a class action lawsuit about claims of exposure to toxic contamination from waste materials stored below ground at the Former Ametek Facility (located at 790 Greenfield Avenue, El Cajon, California). Generally, you are included in the Settlement if you (1) resided in Greenfield Mobile Estates, Starlight Mobile Home Park, or Villa Cajon Mobile Home Estates mobile home park in El Cajon, California (“MHPs”) for one or more calendar years from January 1, 1963 through [date of preliminary approval] or (2) you own a mobile home coach as of [date of preliminary approval] in one of the MHPs.
- The parties being sued in this lawsuit deny any and all alleged liability, wrongdoing, violations, and/or damages allegedly caused with respect to any and all claims asserted or that could have been asserted in the lawsuit. The Court has not decided who is right, but the Plaintiffs and the parties being sued have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.
- The claims process created by the settlement provides for medical consultation benefits from a \$1,500,000.00 settlement fund and sampling/mitigation benefits from a \$2,000,000.00 settlement fund. Complete details on eligibility and claim form submission requirements are included in this notice.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.
- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, a settlement fund will be established and medical consultation and sampling/mitigation/remediation benefits will be available to those who qualify and file a valid and timely Claim Form.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>SUBMIT A CLAIM FORM</b>	Submit a Claim Form seeking medical consultation benefits.
<b>EXCLUDE YOURSELF</b>	Request to be excluded and get no benefits from the settlement. This is the only option that allows you to start or continue a lawsuit against the Defendants or the Third-Party Defendants (as defined on Page 4) about the claims this settlement resolves.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no benefits. Give up your rights to sue the Defendants and the Third-Party Defendants for the claims the settlement resolves.

## WHAT THIS NOTICE CONTAINS

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2. What is this lawsuit about?
3. Why is there a settlement?
4. Why is the settlement a proposed class action settlement?

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**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

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**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed class action settlement and about all of your options before the Court decides whether to give “final approval” to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Chief Judge Larry A. Burns of the United States District Court for the Southern District of California, is overseeing this lawsuit. The settlement resolves the litigation known as *Cox, et al. v. Ametek, Inc. et al.*, Case No. 3:17-cv-00597-GPC-AGS (the “*Cox I* Action”) (S.D. Cal.).

The persons who sued are called “Plaintiffs.” The persons or companies being sued by Plaintiffs are Ametek, Inc., Thomas Deeney, and Senior Operations LLC, and are called the “Defendants.” The companies being sued by Defendants are Greenfield MHP Associates, L.P., Starlight MHP, LLC, Kort & Scott Financial Group, LLC, Tustin Ranch Partners, Inc., Sierra Corporate Management, Inc., KMC CA Management, LLC, Kingsley Management Corp., and Villa Cajon MHC, L.P., and are called “Third-Party Defendants.”

### 2. What is this lawsuit about?

Plaintiffs allege that between 1963 and 1983, manufacturing process materials were placed in an in-ground tank at the aerospace manufacturing facility (the “Former Ametek Facility”) located at 790 Greenfield Avenue, El Cajon, California 92021 (“the Site”). Ametek owned and operated the Former Ametek Facility at the Site from 1968 through 1988. Deeney has been a corporate officer with Ametek since approximately 1996, and has dealt with issues concerning the Former Ametek Facility and the Site on Ametek’s behalf at times, including since approximately 2006. The Site is now owned and operated by Senior.

Plaintiffs claim that past use of the in-ground tank, which was removed decades ago, has and continues to result in contamination of groundwater resulting in a subsurface “plume” of certain chemicals that may be detectable in soil vapor and indoor air, on and below nearby properties, including the Greenfield Mobile Estates, located at 400 Greenfield Drive, El Cajon, CA 92021, Starlight Mobile Home Park, located at 351 E Bradley Ave, El Cajon, CA 92021, and Villa Cajon Mobile Home Estate, located at 255 E Bradley Ave, El Cajon, CA 92021 (collectively the “MHPs”). Plaintiffs currently or formerly resided or owned a mobile home coach at one of the MHPs. As a result, Plaintiffs claim they have been exposed to toxic contamination and have suffered damages. Plaintiffs brought the *Cox I* Action on behalf of themselves and other current and former residents of the MHPs, who are similarly situated.

Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages any of them allegedly caused with respect to any and all claims asserted or that could have been asserted in the *Cox I* Action.

Defendants also allege that Third-Party Defendants are partially or wholly responsible and liable for the damages arising from Plaintiffs’ claims.

Third-Party Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages any of them allegedly caused with respect to any and all claims asserted or that could have been asserted in the *Cox I* Action.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

The Court has not decided who is right, but the Plaintiffs, the Defendants, and the Third-Party Defendants have agreed to a settlement to end the lawsuit and avoid further related costs and burdens.

### 3. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs, the Defendants, or the Third-Party Defendants. Instead, all sides agreed to settle this case to avoid the costs and risk of litigation. The settlement does not mean that any law was broken or that any of the Defendants or Third-Party Defendants did anything wrong. Each of the Defendants and Third-Party Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the settlement is best for the Settlement Class.

### 4. Why is the settlement a proposed class action settlement?

Proposed class action settlements typically get reviewed by a court twice: once for preliminary approval and once for final approval. As part of approving a class action settlement, courts certify a settlement class. That class is a Settlement Class (a.k.a, a class certified only for settlement). Here, the Court has given the proposed settlement preliminary approval, and has certified a Settlement Class. But the Court cannot decide whether to finally approve the proposed settlement until the Final Fairness Hearing (described in Question 23), when it will resolve any issues for Class Members, except for those Members who exclude themselves from the settlement through the process described in Question 17.

## WHO IS IN THE SETTLEMENT

To see if you will be affected by the settlement or if you can receive medical consultation benefits and/or sampling/mitigation benefits from it, you first have to determine if you are a Class Member.

### 5. How do I know if I am part of the settlement?

The settlement includes the Medical Consultation Program Subclass, which includes every person who resided in the following mobile home parks for one (1) or more calendar years from January 1, 1963 through [date of preliminary approval]:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

The settlement also includes the mobile home coach Sampling/Mitigation Program Subclass, which includes every person who as of [date of preliminary approval], owns a mobile home coach in the following mobile home parks:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

### 6. Are there other lawsuits relating to alleged groundwater contamination?

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

Yes, in addition to the *Cox I* Action, there are three other federal cases relating to the alleged groundwater contamination. The other cases are *Greenfield MHP Associates, L.P., et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01525-GPC-AGS (the “*Greenfield Action*”); *Trujillo, et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01394-GPC-AGS (the “*Trujillo Action*”); and *Cox, et al. v. Ametek, Inc., et al.*, No.3:17-cv-01211-GPC-AGS (the “*Cox II Action*”). These four related cases are collectively called the “Groundwater Actions”. The Settlement for the *Cox I* Action must receive Final Approval of the Court, and is part of the resolution of all of the Groundwater Actions.

#### **7. Is anyone excluded from the settlement?**

Yes, the Settlement Class does not include any individual who has independently settled or resolved any claims related to exposure to contaminants emanating from the Former Ametek Facility with any Defendant or any Third-party Defendant in the *Cox I* Action, and specifically including any person who has settled or resolved claims directly with any of Defendants’ or any of Third-Party Defendants’ present, former and future parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, joint ventures, members, domestic and foreign corporations, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of the same.

#### **8. What if I am not sure whether I am included in the settlement?**

If you are not sure whether you are a member of the Settlement Class, or have any other questions about the settlement, visit the settlement website at [www.xxxxxxx.com](http://www.xxxxxxx.com) or call the toll-free number, xxx-xxx-xxxx. You may also write with questions to \_\_\_ Settlement, PO Box xxxx, \_\_\_\_\_, or send an e-mail to [info@xxxxxxx.com](mailto:info@xxxxxxx.com).

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

#### **9. How much money is available for medical consultation and sampling/mitigation under the settlement?**

If approved by the Court and not subject to a successful appeal, a Settlement Fund of \$1,500,000.00 will be established as the Medical Consultation Fund to pay for medical consultation for Plaintiffs and Class Members, as well as fees and costs consistent with the Settlement Agreement. A separate \$2,000,000 Settlement Fund will be established as the Remediation/Mitigation Fund for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.

#### **10. What are the benefits of the Settlement?**

##### **Medical Consultation Subclass (Subclass 1):**

Once a Class Member submits a valid Claim Form and the Class Member’s status has been verified, the verified Class Member will be eligible to receive the class benefit of Medical Consultation as follows:

(1) In order to substantiate a claim with the Claims Administrator, Class Members of Subclass 1 shall be required to provide a Claim Form consistent with Section 30, and including their full names, dates of birth, social security numbers (if available), dates of residence at the subject

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

MHP, and unit number within the subject MHP during residency. If necessary to verify a claim once a Class Member's identifying information is provided, the Class Member's residence at the subject MHP in a unit included within the class definition set forth in Section 18.1 may be verified by Class Counsel or the Claim's Administrator at their discretion. If no independent verification can be made by Class Counsel or the Administrator, then the Class Member may be required to provide two forms of documentation of residence within an included unit consistent with Section 18.1, including but not limited to tax forms, deeds, billing statements, rental or lease agreements, etc., in order to substantiate a claim.

**Class Members of Subclass 1 who fail to submit a Claim Form on or before the date which falls two (2) years after Final Approval shall not be eligible to participate in the Medical Consultation program thereafter.**

(2) Each verified Class Member of Subclass 1 will be eligible for one (1) medical consultation with a doctor selected by Class Counsel to receive any or all of the following procedures, pursuant to the advice of the selected physician and based on the verified Class Member's own discretion for the same, intended to screen for medical conditions including those potentially associated with exposure to Trichloroethylene ("TCE") in very high concentrations (far exceeding any of the indoor air concentrations of TCE ever detected in any residence or building at the MHPs), including kidney cancer, liver cancer, and hematolymphatic cancer:

- history and physical examination by board-certified physician
- blood chemistry, blood count and microscopy urinalysis
- CT scan of kidney (in a follow-up appointment, if determined necessary)
- liver ultrasound or MRI (in a follow-up appointment, if determined necessary)

(3) The costs of the medical consultation outlined will be billed by the physician to the Claims Administrator, and will be paid by the Claims Administrator from the Medical Consultation Fund portion of the Settlement Fund.

(4) Any medical consultation available to verified Class Members must be completed on or before the date which falls four (4) years after [date of Final Approval]. Medical consultation visits will be available to certified Class Members during the four year eligibility period, or until the Medical Consultation Fund is exhausted, whichever occurs first.

**Sampling/Mitigation Program Subclass (Subclass 2):**

(1) The Remediation/Mitigation Fund portion of the Settlement Fund, as described in Paragraph 19.1.2 of the Settlement Agreement, will be used to pay for plume monitoring, remediation, or mitigation, including but not limited to the installation of approved mitigation systems on mobile home coaches owned by Plaintiffs and Class Members of Subclass 2 within the definition set forth in Section 18.2 of the Settlement Agreement (the "Sampling/Mitigation Program"), as well as related fees and costs for such implementation consistent with the Settlement Agreement.

(2) In order to substantiate a Remediation/Mitigation Fund claim, Class Members of Subclass 2 must provide Ametek, or its designated agent, with a request that includes full names of all residence occupants, dates of birth, and unit number of the mobile home coach owned within the subject MHP. Once a Class Member's identifying information is provided, the Class Member's ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 may be verified with the current management of the relevant

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**



MHP by Ametek. If no verification can be provided by MHP management, then the Class Member shall be required to provide two forms of documentation of ownership of the mobile home coach at the subject MHP in a unit included within the class definition set forth in Section 18.2 of the Settlement Agreement, including but not limited to tax forms, deeds, etc.

**Class Members of Subclass 2 who fail to submit a Claim to Ametek within 365 days after Final Approval will not be eligible to participate in the program thereafter.**

(3) Once Subclass 2 status is verified, the verified Class Member will be eligible to receive the Sampling/Mitigation Program benefit of two indoor air samples per year, approximately six months apart, for two years, and conducted in a manner consistent with and according to Department of Toxic Substance Control (DTSC)-approved sampling protocols, such as removal of specified household chemicals. The results of such sampling, and any necessary confirmation sampling, will be shared with the DTSC, or other appropriate regulatory or governmental agency, for review and to assess whether further sampling is needed and/or the installation of mitigation measures is appropriate and warranted. Where the installation of mitigation measures is determined to be necessary and appropriate by the DTSC, and upon request and approval from the DTSC, and unless otherwise ordered or advised by the DTSC, approved Subclass 2 Members will be entitled to the Sampling/Mitigation Program benefit of installation of a mitigation system consisting of passive venting of the crawlspace beneath their mobile home coach. Passive crawlspace venting will include the installation of replacement skirting materials comprised of lattice or meshing around the crawlspace area of the subject mobile home coach, or any similar materials approved by Ametek and the verified Class Member.

Any approved passive crawlspace venting pursuant to Paragraph 31.2.3 of the Settlement Agreement will be installed by Ametek or an agent designated by Ametek. No Defendant or Third-Party Defendant will be responsible for any claim for costs of any mitigation measures, including but not limited to passive crawlspace venting, that is not approved consistent with the terms of the Settlement Agreement or implemented by anyone not approved by Ametek or its designated agent.

The costs of the installation of the passive crawlspace venting outlined in Paragraph 31.2.3 of the Settlement Agreement will be paid by Ametek, or its agent from the Remediation/Mitigation Fund portion of the Settlement Fund.

Installation of passive crawlspace venting consistent with Paragraph 31.2.3 of the Settlement Agreement will not in any way waive or release additional or alternative mitigation measures for mobile home units at the subject MHPs, including those owned by Verified Class Members of Subclass 2, which are recommended and/or required by the Regional Water Quality Control Board, the DTSC, and/or any other regulatory or governmental agency charged with and responsible for oversight of response actions related to the contamination plume emanating from the Former Ametek Facility or the Site.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **11. What do I need to do to get settlement benefits?**

To make a claim against the Settlement Fund and to receive any medical consultation or sampling/mitigation benefits from the settlement, Class Members are required to submit a Claim

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

Form. You should read the Claim Form instructions carefully and provide all the information that is requested.

All Claim Forms, must be mailed by first-class, postage prepaid, to the Claims Administrator postmarked no later than **Month DD, 20xx**:

\_\_\_\_ Settlement  
PO Box xxxx  
Portland, OR 97208-xxxx

If you change your address and want to receive a Claim Form at your new address, you should notify the Claims Administrator of your new address by sending written notice of your change of address to the Claims Administrator at the address above.

If you did not receive a Claim Form by mail, or if you need a Claim Form, you can get one in any of the following ways: (1) by downloading a Claim Form at the website; (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator’s toll-free number at xxx-xxx-xxxx or (3) by requesting a Claim Form be mailed to you by writing to the Claims Administrator at the address provided above.

#### **12. What is the deadline for submitting a Claim Form?**

Claims Forms must be postmarked no later than **Month DD, 20xx**.

#### **13. How will my Claim be validated?**

Class Counsel or the Claims Administrator will, in their sole discretion, confirm the validity of each Claim Form for the medical consultation class and confirm that it provides the required information.

Ametek will, in its sole discretion, confirm the validity of each Claim Form for the sampling/mitigation class and confirm that it provides the required information.

#### **14. What am I giving up to receive settlement benefits?**

If the settlement becomes final, Class Members who submit a claim or do nothing at all will be releasing the Defendants and the Third-Party Defendants from all of the Released Claims described and identified in Section 32 of the Settlement Agreement. This means you will no longer be able to sue any of the Defendants or any of the Third-Party Defendants regarding any of the claims described in the Settlement Agreement (see Question 16).

The Settlement Agreement is available at [www.xxxxxxxx.com](http://www.xxxxxxxx.com). The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section “The Lawyers Representing You” for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to participate in this proposed settlement and you want to keep the right to sue any of the Defendants or any of the Third-Party Defendants about the legal issues in this case, then you must take steps to get out of the settlement. This is sometimes called “opting out” of the Settlement Class.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

**15. If I exclude myself, can I get anything from this settlement?**

No, if you exclude yourself, you may not apply for any benefits under the settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against any of the Defendants or any of the Third-Party Defendants in the future. You will not be bound by anything that happens in this class action settlement.

**16. If I do not exclude myself, can I sue later?**

Unless you exclude yourself, you give up the right to sue any of the Defendants or any of the Third-Party Defendants for all of the claims that the settlement resolves. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case. The full release is stated in Section 32 of the Settlement Agreement. (The Settlement Agreement can be found at [www.xxxxxxx.com](http://www.xxxxxxx.com)).

**17. How do I get out of the settlement?**

To exclude yourself from the settlement and Settlement Class, you must send the Claims Administrator a written and signed statement, entitled "Request for Exclusion." The Request for Exclusion must:

- (1) Certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to exclude the Class Member from the Settlement and provide an affidavit or other proof of the Class Member's standing;
- (2) Provide the filer's name, address, telephone and facsimile number and email address (if available);
- (3) Include the Class Member's name, address, telephone number, and e-mail address (if available); and
- (4) Be received by the deadline.

You must mail your completed Request for Exclusion, received by **Month, DD, 20xx** to:

\_\_\_ Administrator  
PO Box xxxx  
Portland, OR 97208-xxxx

A copy of your completed Request for Exclusion should also be sent to:

<b>Court</b>	<b>CLASS COUNSEL</b>	<b>Counsel for Defendants and Third-Party Defendants</b>
Clerk of the Court United States District Court Southern District of California ___ ___	Scott Summy Baron & Budd 3102 Oak Lawn Ave, Suite 1100 Dallas, TX 75219-3605	Counsel for Ametek: Edward C. Walton Sean M. Sullivan Procopio, Cory, Hargreaves & Savitch, LLP 525 B Street, Suite 2200 San Diego, CA 92101  Counsel for Senior: Kimberly Arouh Buchanan Ingersoll & Rooney LLP 600 West Broadway, Suite 1100 San Diego, CA 92101

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

		<p>Counsel for Mr. Deeney:  Michael Pietrykowski  Gordon &amp; Rees Scully Mansukhani LLP  111 Broadway, Suite 1700  Oakland, CA 94607</p> <p>Counsel for Greenfield/Starlight Third-Party Defendants:  Theresa H. Lazorisak  Cooksey, Toolen, Gage, Duffy &amp; Woog,  535 Anton Boulevard, Tenth Floor,  Costa Mesa, California 92626-1977</p> <p>Counsel for Villa Cajon Third-Party Defendants:  Robert M. Juskie  Colin Walshok  Wingert Grebing Brubaker &amp; Juskie  LLP, One America Plaza, Suite 1200,  600 West Broadway, San Diego,  California 92101</p>
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**If you do not want to be a part of the settlement, but do not send in a Request for Exclusion, you will remain a Class Member and lose any opportunity to exclude yourself from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.**

You cannot ask to be excluded/opt-out on the phone, by email, or at the website.

## **THE LAWYERS REPRESENTING YOU**

### **18. Do I have a lawyer in the case?**

The Court designated Scott Summy and the law firm of Baron & Budd as Class Counsel for the Plaintiffs and members of the Settlement Class. You will not be charged for Class Counsel. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### **19. Why is Class Counsel recommending the settlement?**

Class Counsel reached this settlement after weighing the risks and benefits to the Settlement Class of this settlement compared with those of continuing the lawsuit. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and numerous appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Class.

### **20. How will Class Counsel be paid?**

If the settlement is approved by the Court, Class Counsel will ask the Court for an award of attorneys' fees in an amount not to exceed 25% of the gross amount awarded to the Settlement Class plus costs and expenses and incentive awards of up to \$5,000 per Plaintiff. Any award of attorneys' fees, expenses, costs or incentive awards, ordered by the Court will be paid from the Settlement Fund according to the terms and limitations of the Settlement Agreement.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

## OBJECTING TO THE SETTLEMENT

### 21. How do I tell the Court if I do not like the settlement?

If you do not exclude yourself from the Settlement Class, you may, if you wish, object to the Settlement or an award of fees or expenses to Class Counsel.

To do so, you or your own attorney must provide a written and signed statement, entitled “Objection”.

(1) All Objections must:

- a. Certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to object on behalf of the Class Member and provide an affidavit or other proof of the Class Member’s standing;
- b. Provide the name, address, telephone and facsimile number and email address (if available) of the filer and the Class Member;
- c. Provide the name, address, telephone and facsimile number and email address (if available) of any counsel representing the Class Member;
- d. State all objections asserted by the Class Member and the specific reason(s) for each objection, and include all legal support and evidence the Class Member wishes to bring to the Court’s attention;
- e. Indicate if the Class Member wishes to appear at the Final Fairness Hearing; and
- f. Identify all witnesses the Class Member may call to testify.

(2) Class Members may object either on their own or through any attorney hired at their own expense. If a Class Member is represented by counsel, the attorney must: file a notice of appearance with the Clerk of Court no later than **Month DD, 20xx**, and serve all Parties in accordance with Fed. R. Civ. P. 5 within the same time period.

(3) Any Class Member who fully complies with the provisions of the Objection requirements listed here in Question 21 may, in the Court’s discretion, appear at the Final Fairness Hearing to object to the Settlement or the award of fees and costs to Class Counsel. Any Class Member who fails to comply with the provisions listed in Question 21 will waive and forfeit any and all rights and objections the Class Member may have asserted in this action, and will be bound by all the terms of the Agreement and by all proceedings, orders and judgments with respect to the Settlement.

Your Objection must be filed with the Clerk of the Court and served on Class Counsel and Defendant’s counsel by first-class United States Mail, postmarked no later than **Month DD, 20xx**. The copies to be filed with the Court and served on Class Counsel, Defendants’ counsel, and Third-Party Defendants’ counsel, and must be mailed to the following addresses:

Court	CLASS COUNSEL	Counsel for Defendants and Third-Party Defendants
Clerk of the Court United States District Court Southern District of California _____ _____	Scott Summy Baron & Budd 3102 Oak Lawn Ave, Suite 1100 Dallas, TX 75219-3605	Counsel for Ametek: Edward C. Walton Sean M. Sullivan Procopio, Cory, Hargreaves & Savitch, LLP 525 B Street, Suite 2200 San Diego, CA 92101

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXX.COM**

		<p>Counsel for Senior:  Kimberly Arouh  Buchanan Ingersoll &amp; Rooney LLP  600 West Broadway, Suite 1100  San Diego, CA 92101</p> <p>Counsel for Mr. Deeney:  Michael Pietrykowski  Gordon &amp; Rees Scully Mansukhani LLP  111 Broadway, Suite 1700  Oakland, CA 94607</p> <p>Counsel for Greenfield/Starlight Third-Party Defendants:  Theresa H. Lazorisak  Cooksey, Toolen, Gage, Duffy &amp; Woog,  535 Anton Boulevard, Tenth Floor,  Costa Mesa, California 92626-1977</p> <p>Counsel for Villa Cajon Third-Party Defendants:  Robert M. Juskie  Colin Walshok  Wingert Grebing Brubaker &amp; Juskie  LLP, One America Plaza, Suite 1200,  600 West Broadway, San Diego,  California 92101</p>
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**If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the settlement or to appeal from any order or judgment entered by the Court in connection with the settlement.**

## 22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself (opting-out) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement and you will not be eligible to apply for any benefits under the settlement because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

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

On **Month DD, 20xx, at \_\_: \_\_.m.**, the Court will hold a public hearing in the United States District Court for the Southern District of California, located at the U.S. Courthouse, \_\_, \_\_, CA \_\_, to determine whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court also will consider Class Counsel's application for an award of attorneys' fees and expense reimbursement and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class so you

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should check the website for updates. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. It is unknown how long these decisions will take.

#### **24. Do I have to come to the hearing?**

No, Class Counsel will answer any questions the Court has. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. If you mailed your written objection on time, the Court will consider it. You may pay your own lawyer to attend the Fairness Hearing, but it is not necessary.

### **IF YOU DO NOTHING**

#### **25. What happens if I do nothing at all?**

If you are a Class Member and do nothing, you will not get benefits from the settlement. And, unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against any of the Defendants or any of the Third-Party Defendants about the statements and claims at issue in this case.

### **GETTING MORE INFORMATION**

#### **26. How do I get more information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions and Answers at [www.xxxxxxx.com](http://www.xxxxxxx.com). You may also write with questions to \_\_\_ Settlement, PO Box xxxx, \_\_\_\_\_ 97208-xxxx or send an e-mail to [info@xxxxxxx.com](mailto:info@xxxxxxx.com). You can get a Claim Form at the website, or have a Claim Form mailed to you. If you wish to communicate directly with Class Counsel, you may contact them at the address listed above in Question 21, or by e-mail at [xxx@xxxxxxx.com](mailto:xxx@xxxxxxx.com). You may also seek advice and guidance from your own private attorney at your own expense.

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT [WWW.XXXXXXXX.COM](http://WWW.XXXXXXXX.COM)**

# Attachment 4



LEGAL NOTICE

**If you resided in Greenfield Mobile Estates, Starlight Mobile Home Park or Villa Cajon Mobile Home Estates in El Cajon, California, for one or more calendar years from January 1, 1963 through [date of preliminary approval], currently own a mobile home in one of those parks or if you attended school as a student or worked as staff at Magnolia Elementary School in El Cajon, California for one or more school years between January 1, 1963 and through [date of preliminary approval], you may qualify for benefits from a class action settlement**

*This Notice may affect your rights, so please read it carefully.*

Settlements have been reached in two class action lawsuits (*Cox I* and *Trujillo*) about claims of exposure to toxic contamination from waste materials stored below ground at the Former Ametek Facility (located at 790 Greenfield Avenue, El Cajon, California). Plaintiffs' claims arise from alleged contamination of groundwater, soil vapor and indoor air on and below downgradient properties, including the Greenfield Mobile Estates, Starlight Mobile Home Park, and Villa Cajon Mobile Home Estate (*Cox I* Action), and Magnolia Elementary School (*Trujillo* Action), where teachers worked and students attended school.

### **WHO IS INCLUDED?**

The *Cox I* settlement includes two Subclasses.

#### Medical Consultation Program Subclass

This Subclass includes every person who resided in the following mobile home park units for 1 or more calendar years from January 1, 1963 through [date of preliminary approval]:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

#### Mobile Home Coach Sampling/Mitigation Program Subclass

This Subclass includes every person who as of [date of preliminary approval], owns a mobile home coach at the following mobile home parks:

- Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA
- Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- Villa Cajon Mobile Home Estates, 255 E Bradley Ave., El Cajon, CA 92021

The *Trujillo* settlement includes every person who: (1) Attended Magnolia Elementary School as a student for one or more school years from January 1, 1963 through [date of preliminary approval]; or (2) Worked as staff at Magnolia Elementary School for one or more school years from January 1, 1963 through [date of preliminary approval].

### **WHAT DOES THE SETTLEMENT PROVIDE?**

If *Cox I* is approved by the Court, a Settlement Fund of \$1,500,000.00 will be established to pay for medical consultation benefits for Plaintiffs and Class Members, as well as fees and costs consistent with the Settlement Agreement; a separate \$2,000,000 Settlement Fund will be established for sampling/mitigation/remediation of the plume, consistent with the Settlement Agreement.

If *Trujillo* is approved by the Court, a Settlement Fund of \$1,000,000.00 will be established to pay for medical consultation benefits for Plaintiffs and Class Members of that settlement, as well as fees and costs consistent with the Settlement Agreement; a separate fund of \$500,000.00 will be established to pay for sampling/mitigation/remediation of the plume consistent with the Settlement Agreement. Details about all of the benefits of each settlement are available at the website.

### **How Do You Receive Benefits?**

You must submit a Claim Form postmarked no later than **Month DD, 20xx** to receive benefits from the settlements. For a Claim Form, visit the website.

### **WHAT ARE MY OTHER OPTIONS?**

If you do not want to be a part of the settlements, you must exclude yourself by **Month DD, 20xx**. If the settlements become final, Class Members who remain in the settlements will be releasing the Defendants from all of the Released Claims described in the Settlement Agreements.

If you stay in either or both settlements, you may object to them by **Month DD, 20xx**. The detailed notices at the website explain how to exclude yourself or object.

The Court will hold a hearing on **Month DD, 20xx** to consider whether to approve each settlement. You or your own lawyer, if you have one may attend the hearing, but it is not necessary.

If approved, Class Counsel will ask the Court for attorneys' fees for each case in an amount not to exceed 25% of the gross amount awarded to the Settlement Class in each settlement plus costs and expenses and incentive awards of up to \$5,000 per Plaintiff.

For more information call the number below or visit the website.