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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DANIELLE TRUJILLO, as Guardian Ad Litem for KADEN PORTER, a minor, on behalf of himself and others similarly situated; LACEY MORALES, as Guardian Ad Litem for ISABEL MORALES., a minor, on behalf of herself and others similarly situated; BEVERLY HOY, on behalf of herself and all others similarly situated;

Plaintiffs,

v.

AMETEK, INC., a Delaware corporation; SENIOR OPERATIONS, LLC, a limited liability company; THOMAS DEENEY; and DOES 2 through 100, inclusive,

Defendants.

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

**NOTICE 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 Date: June 8, 2020 at 11:15 a.m.

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

State Action Filed: May 29, 2015  
Case Removed: June 25, 2015

1           **PLEASE TAKE NOTICE** that on June 8, 2020 at 11:15 a.m., or as soon  
2 thereafter as the matter may be heard before the Honorable Larry A. Burns, in Courtroom  
3 2D of the James M. Carter and Judith N. Keep Courthouse, 333 West Broadway, San  
4 Diego, California 92101, Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden  
5 Porter, Lacey Morales, and Guardian Ad Litem for Isabel Morales, and Beverly Hoy  
6 (“Plaintiffs”) hereby move the Court for an order: (1) granting preliminary approval of  
7 class action settlement; (2) certifying a settlement class; (3) appointing Plaintiffs as Class  
8 Representatives and Plaintiff’s Attorneys as Settlement Class Counsel; (4) approving the  
9 Notice Plan; and (5) setting the Final Approval Hearing and Schedule. This motion is  
10 based on this Notice of Motion and Motion; the Memorandum of Points and Authorities  
11 filed concurrently herewith; the Declaration of Jason Julius and all exhibits attached  
12 thereto; the record on file and all proceedings had in this matter to date; and all further  
13 evidence and argument submitted in support of or against the motion.

14  
15 Dated: March 20, 2020

Respectfully submitted,

16  
17 By: s/ Jason J. Julius  
**BARON & BUDD, P.C.**  
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*Attorneys for the Plaintiffs*

**CERTIFICATE OF SERVICE**

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

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

By: s/ Jason J. Julius  
Jason J. Julius  
jjulius@baronbudd.com

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UNITED STATES DISTRICT COURT  
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DANIELLE TRUJILLO, as Guardian Ad Litem for KADEN PORTER, a minor, on behalf of himself and others similarly situated; LACEY MORALES, as Guardian Ad Litem for ISABEL MORALES., a minor, on behalf of herself and others similarly situated; BEVERLY HOY, on behalf of herself and all others similarly situated;

Plaintiffs,

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Defendants.

Case No.: 3:15-cv-01394-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**

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Referral: Hon. Larry A. Burns

State Action Filed: May 29, 2015  
Case Removed: June 25, 2015

1 **I. FACTUAL AND PROCEDURAL BACKGROUND**

2 Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden Porter, Lacey  
3 Morales, as Guardian Ad Litem for Isabel Morales, and Beverly Hoy (“Plaintiffs”)   
4 asserted a class action lawsuit on behalf of themselves and all others similarly situated  
5 against Defendants Ametek, Inc. (“Ametek”), Thomas Deeney (“Deeney”) and Senior  
6 Operations, LLC (“Senior”) (collectively, “Defendants”) for Negligence, Gross  
7 Negligence and Public Nuisance.

8 Plaintiffs and Defendants engaged in significant litigation arising from Plaintiffs’  
9 allegations and Defendants’ defenses. The parties have now reached an agreement,  
10 which also was negotiated for nearly two years before the parties agreed on terms.

11 **II. SUMMARY OF THE SETTLEMENT**

12 As detailed in the proposed Class Notices submitted as Exhibit 3 to the Settlement  
13 Agreement, under the terms of the Settlement, all persons who fall within the Settlement  
14 Class definition are entitled to a total Settlement Fund of \$1,500,000, to be paid as  
15 follows:

- 16 - Defendant Ametek shall pay \$150,000 in to a “Medical Consultation Fund”  
17 which shall be used to pay for medical consultation for Plaintiffs and Class  
18 Members;
- 19 - Defendant Ametek shall pay \$500,000 in to a “Remediation/Mitigation Fund”  
20 specifically intended for use solely for monitoring, remediation and/or  
21 mitigation activities related to the plume originating from the Former Ametek  
22 Facility;
- 23 - Defendant Senior shall pay \$850,000 in to the “Medical Consultation Fund”  
24 which shall be used to pay for medical consultation for Plaintiffs and Class  
25 Members.

26 Class Members can submit claims by submitting to the Settlement Administrator a  
27 simple claim form confirming their status as a class member. See the Declaration of  
28 Jason Julius, ¶7. The Settlement Administrator will confirm the validity of each Claim

1 Form and confirm that class members have provided the required information to prove  
2 class membership. Julius Decl. ¶8. Class Counsel has selected a qualified medical  
3 doctor to perform a medical consultation for Plaintiffs and Class Members to screen for  
4 medical conditions, including those potentially associated with exposure to  
5 Trichloroethylene (“TCE”) in very high concentrations, including kidney cancer, liver  
6 cancer, and hematolymphatic cancer. There is no objection to the proposed medical  
7 consultation to be performed. Julius Decl. ¶9; *see also* Ex. 4 to the Julius Declaration.  
8 The point of the settlement is to allow class members’ access to a medical professional to  
9 perform specific screening tests relating to TCE. Under the claims alleged, Plaintiffs  
10 were not seeking monetary relief, but instead access to health care professionals to be  
11 tested. This settlement provides not only access to the requested medical consultation, but  
12 also for continued remediation of the TCE plume emanating from the site, an additional  
13 benefit to the class members. Julius Decl. ¶10.

14 Class Counsel will apply to the Court for an award and reimbursement of their  
15 expenses for prosecuting the action on behalf of the Plaintiffs and Class. Class Counsel  
16 will also apply for reimbursement of their incurred attorneys’ fees up to a 25% cap of the  
17 Settlement Funds. Class Counsel also will seek a service payment for time and expenses  
18 to the representative plaintiffs of a maximum amount up to \$5,000 each. Julius Decl.  
19 ¶11. The payment of costs and notice, administration and distribution of the Settlement,  
20 attorneys’ fees and expenses, and payment of representative plaintiffs’ service awards  
21 will be deducted from the total Settlement Fund. Julius Decl. ¶12.

22 In return for these benefits, the claims of all Settlement Class Members against all  
23 defendants arising from the allegations in the operative complaint, will be released as  
24 stated in the Settlement Agreements. Class Members will not waive any right to pursue  
25 non-released claims or redress claims, if any, with any governmental agency. Julius  
26 Decl. ¶13.

27 This Settlement provides an outstanding result because it is within the range of  
28 possible results at trial, providing a fund to be used to pay for medical consultations for

1 the Plaintiffs who were harmed by Defendants’ conduct, as well as funds for remediation  
2 which could not have been obtained at trial. Julius Decl. ¶16.

3 **III. THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND**  
4 **ADEQUATE AND SATISFIES THE CRITERIA FOR PRELIMINARY**  
5 **APPROVAL**

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

7 Pre-trial settlement of complex class actions is a judicially favored remedy.  
8 *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982) (“Voluntary  
9 conciliation and settlement are the preferred means of dispute resolution.”) Strong  
10 judicial policy favors settlement of class actions. *See generally Class Plaintiffs v. City of*  
11 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (“strong judicial policy that favors  
12 settlements, particularly where complex class action litigation is concerned.”); *Linney v.*  
13 *Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998) (same). Public policy also  
14 strongly “favors settlements, particularly where complex class action litigation is  
15 concerned.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *accord*  
16 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 576 (9th Cir. 2004).

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

23 The judge must make a preliminary determination on the fairness,  
24 reasonableness, and adequacy of the settlement terms and must direct the  
25 preparation of notice of the certification, proposed settlement, and date of the  
26 final fairness hearing....

27 \* \* \*



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

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

### 8           **B. Fairness Presumption**

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

20           The Court must evaluate the fairness of the settlement in its entirety. *Hanlon v.*  
21 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). (“It is the settlement taken as a  
22 whole, rather than the individual component parts, that must be examined for overall  
23 fairness ... [t]he settlement must stand or fall in its entirety.”). But courts must give  
24 “proper deference to the private consensual decision of the parties” because “the court’s  
25 intrusion upon what is otherwise a private consensual agreement negotiated between the  
26 parties ... must be limited to the extent necessary to reach a reasoned judgment that the  
27 agreement is not the product of fraud or overreaching by, or collusion between, the  
28 negotiating parties,” and whether the settlement is fair, reasonable and adequate. *Id.* at

1 1027; *see also Knight v. Red Door Salons, Inc.*, No. 08-1520 SC, 2009 WL 248367, at \*4  
2 (N.D. Cal. Feb. 2, 2009) (“The recommendations of plaintiffs’ counsel should be given a  
3 presumption of reasonableness.”) (citation and quotations omitted).

4 At the preliminary approval stage, a final analysis of the settlement’s merits is not  
5 required. Instead, a more detailed assessment is reserved for the final approval after class  
6 notice has been sent to class members and they have had the opportunity to object to or  
7 opt-out of the settlement. *See Moore’s Fed. Prac. § 23.135[3]* (3d ed. 2005).  
8 Accordingly, “[p]reliminary approval of a settlement and notice to the proposed class is  
9 appropriate: ‘[i]f [1] the proposed settlement appears to be the product of serious,  
10 informed noncollusive negotiations, [2] has no obvious deficiencies, [3] does not  
11 improperly grant preferential treatment to class representatives or segments of the class,  
12 and [4] falls with[in] the range of possible approval[.]’” *Vasquez v. Coast Valley*  
13 *Roofing, Inc.*, 670 F. Supp. 2d at 1125 (citation and internal quotations omitted); *see also*  
14 *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007) (“[t]he  
15 court may find that the settlement proposal contains some merit, is within the range of  
16 reasonableness required for a settlement offer, or is presumptively valid.”).

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

1 herein, the Court should preliminarily approve the proposed Settlement as fair,  
2 reasonable and adequate.

3 Before granting preliminary approval, the court must also determine whether a  
4 class exists. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 117 S. Ct. 2231, 2248  
5 (1997); *Hanlon*, 150 F.3d at 1019.

6 **C. The Court Should Certify The Class For Settlement Purposes<sup>1</sup>**

7 Class treatment is the superior means to adjudicate Plaintiffs' claims. For  
8 superiority, the Court should consider: "(1) the interest of members of the class in  
9 individually controlling the prosecution or defense of separate actions; (2) the extent and  
10 nature of any litigation concerning the controversy already commenced by or against  
11 members of the class; and (3) the desirability or undesirability of concentrating the  
12 litigation of the claims in the particular forum." *True v. American Honda Motor Co.*, 749  
13 F. Supp. 2d 1052, 1062 (C.D. Cal. 2015). A fourth factor – the difficulties of managing  
14 the class action – is not considered when certification is used only for settlement. *Id.* at  
15 n.12. Here all the factors demonstrate class treatment is superior.

16 A proposed class may be certified for settlement purposes if it satisfies Federal  
17 Rules of Civil Procedure 23(a), "namely: (1) numerosity, (2) commonality, (3) typicality,  
18 and (4) adequacy of representation." *Hanlon*, 150 F.3d at 1019 (citing to *Amchem*  
19 *Prods., Inc.*, 117 S. Ct. at 2248). For settlement purposes only, none of the Defendants  
20 objects to a finding that the class elements are met. Julius Decl. ¶17.

21 1. Numerosity

22 Federal Rules of Civil Procedure 23(a)(1) requires that "the class is so numerous  
23 that joinder of all members is impracticable." "Where the exact size of the class is  
24 \_\_\_\_\_

25  
26 <sup>1</sup> The settlement class is defined as "Every person who: 1) attended Magnolia Elementary  
27 School as a student for one or more school years between January 1, 1963 and [date of  
28 preliminary approval]; and/or 2) worked as staff at Magnolia Elementary School for one  
or more school years between January 1, 1963 and [date of preliminary approval]." Julius Decl. ¶18; Settlement Agreement §§ 12.1.1 and 12.1.2.

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 students and staff who attended or  
7 worked at Magnolia Elementary School for one or more school years. The class is  
8 specifically defined to encompass all individuals who may have been exposed to TCE as  
9 a result of the contaminated groundwater. Based on available school records, the class  
10 could include up to approximately 8,308 students and 360 staff workers at Magnolia.  
11 Julius Decl. ¶19. Therefore, the Class is sufficiently numerous such that joinder of all  
12 individual claimants would be impracticable. *See* Fed. R. Civ. P. 23(a)(1).

## 13 2. Commonality

14 Rule 23(a)(2) requires “questions of law or fact common to the class.” “All  
15 questions of fact and law need not be common . . . The existence of shared legal issues  
16 with divergent factual predicates is sufficient, as is a common core of salient facts  
17 coupled with disparate legal remedies within the class.” *Hanlon*, 150 F.3d at 1019. “In  
18 the Ninth Circuit, the requirements of Rule 23(a)(2) are construed ‘permissively.’”  
19 *Quintero v. Mulberry Thai Silks, Inc.*, No. C 08-02294 MHP, 2008 WL 4666395, at \*3  
20 (N.D. Cal. Oct. 21, 2008) (quoting *Hanlon*, 150 F.3d at 1019). In addition, all class  
21 members must “have suffered the same injury.” *Wal-Mart Store, Inc. v. Dukes*, 131 S.Ct.  
22 2541, 2551 (2011) (quoting *Gen. Tel. Co. of Sw. v. Falcon* (“*Falcon*”), 457 U.S. 147, 157  
23 (1982)).

24 Here, all Class Members share a common injury because they were all allegedly  
25 exposed to the same toxic plume. This action, therefore, presents common questions of  
26 law or fact concerning whether Defendants caused the existence of the toxic plume and  
27 subsequent groundwater contamination and/or failed to remedy the toxic plume thereby  
28 exposing school children and school staff, such that medical consultation damages are

1 appropriate. Such a determination would resolve all claims “in one stroke.” *Dukes*, 131  
2 S. Ct. at 2551; *In re Ferrero Litig.*, 2011 WL 5557407, at \*3-4. Julius Decl. ¶20.

### 3 3. Typicality

4 Rule 23(a)(3) sets a “permissive standard,” and the named Plaintiffs’ claims are  
5 typical of the class if they are “reasonably co-extensive with those of absent class  
6 members.” *Hanlon*, 150 F.3d at 1020. Also, the representative plaintiff must be a member  
7 of the class they seek to represent. *Falcon*, 457 U.S. at 156. Here, the proposed Class  
8 Representatives have claims typical to the Class and are members of the Class they seek  
9 to represent. The minor Class Representatives are former students who attended  
10 Magnolia Elementary School for at least one year and one Class Representative, a former  
11 teacher, who was part of the Magnolia staff for at least one year, all of whom had alleged  
12 exposure to the toxic plume and entitled to medical consultation. Julius Decl. ¶21.

### 13 4. Adequacy of Representation

14 Rule 23(a)(4) requires that the Class Representative parties “fairly and adequately  
15 represent the interests of the class.” There are two issues to be resolved for adequacy: (1)  
16 whether the Class Representatives have interests that conflict with the proposed Class;  
17 and (2) the qualifications and competency of proposed Class Counsel. *In re Live Concert*  
18 *Antitrust Litig.*, 247 F.R.D. 98, 118 (C.D. Cal. 2007). Regarding qualifications of  
19 proposed Class Counsel, the Court should analyze “(i) the work counsel has done in  
20 identifying or investigating potential claims in the action; (ii) counsel’s experience in  
21 handling class actions, other complex litigation, and the types of claims asserted in the  
22 action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel  
23 will commit to representing the class.” Fed. R. Civ. P. 23(g)(1)(A).

24 The Class Representatives do not have any conflict and are appropriate  
25 representatives of the claims and medical consultation damages suffered by the class.  
26 Julius Decl. ¶23.

27 Class Counsel is also adequate, litigating this complex case since 2015, opposing  
28 multiple motions to dismiss, as well as a *Lone Pine* challenge. While discovery was

1 stayed for a significant period of time while the *Lone Pine* motion was pending, Class  
2 Counsel vigorously pursued discovery relating to the toxic plume as part of the  
3 companion matter, *Greenfield*. Class Counsel researched and retained several experts in  
4 conjunction with the monumental effort to oppose the Lone Pine challenge, and those  
5 same experts presented opinions in the course of discovery and a summary judgment  
6 motion in *Greenfield*. All of the experts were deposed in the *Greenfield* matter, many of  
7 whom were retained in this matter and whose opinions relied heavily on information  
8 relating to the same toxic plume and fate and transport analysis. Julius Decl. ¶24.

9 Further, Class Counsel performed extensive work to date in successfully mediating  
10 and negotiating the proposed Settlement over the course of this case’s pendency. Julius  
11 Decl. ¶25. Class Counsel has numerous years’ experience, and demonstrated success, in  
12 bringing claims relating to exposure to toxins and environmental contamination cases.  
13 Julius Decl. ¶26.

14 Settlement Class Counsel are competent, qualified, and will more than adequately  
15 protect the Class’ interests. Accordingly, Plaintiffs request the Court find Class Counsel  
16 are adequate to represent the settlement Class for purposes of settlement, pursuant to Rule  
17 23(g)(1) (requiring a certified class to also have appointed class counsel).

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

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

24 1. The Settlement Was Reached at Arms’ Length

25 “A presumption of correctness is said to attach to a class settlement reached in  
26 arm’s-length negotiations between experienced capable counsel after meaningful  
27 discovery.” *In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005 WL 1594403, at \*9  
28 (C.D. Cal. June 10, 2005) (internal citations and quotations omitted). Moreover, if the

1 terms of the settlement are fair, courts generally assume the negotiations were proper. *See*  
2 *In re GM Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785-86 (3d Cir.  
3 1995).

4 The Settlement was negotiated at arm's length over the course of the past two  
5 years, settled only after a global resolution could be reached on all claims arising from  
6 the same toxic plume and groundwater contamination exposure. There is "a presumptions  
7 of fairness." *Gribble v. Cool Transports Inc.*, No. CV 06-04863, 2008 WL 5281665, at  
8 \*9 (C.D. Cal. 2008). The parties engaged in extensive bargaining over the merits and  
9 value of Plaintiffs' claims and Defendants' defenses. Julius Decl. ¶27.

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

## 13 2. The Settlement is Fair for All Claimants

14 The Settlement Agreement provides the same relief to all Class Members,  
15 including the Class Representatives. All Class Members will benefit equally from the  
16 settlement terms. Julius Decl. ¶28.

17 The Settlement Agreement grants the Class Representatives the right to apply to  
18 the Court for an incentive award. The amount of any award is within the Court's  
19 discretion and, thus, will not be unreasonable in light of the Class Representative' role in  
20 this case. Plaintiffs will file detailed declarations of the time they spent assisting with  
21 prosecution of this case in connection with the fee plus incentive award motion, which  
22 will then be posted publicly online so that class members can review and comment on the  
23 amounts sought. Julius Decl. ¶29. "It is appropriate for courts to award enhancements to  
24 representative plaintiffs who undertake the risk of personal or financial harm as a result  
25 of litigation. Since without a named plaintiff there can be no class action, such  
26 compensation as may be necessary to induce him to participate in the suit . . ." *Misra v.*  
27 *Decision One Mortg., Co.*, No. SA CV 07-0994 DOC (RCx), 2009 WL 4581276, at \*8  
28 (C.D. Cal. Apr. 13, 2009); *see also In re Cont'l Ill. Sec. Litig.*, 962 F.2d 566, 571 (7th

1 Cir. 1992). Accordingly, the Settlement Agreement does not give preferential treatment  
2 to the Class Representatives.

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

5 Under Federal Rule of Civil Procedure 23(e), the district court must determine  
6 whether the proposed settlement is “fundamentally fair, adequate, and reasonable.” *Class*  
7 *Plaintiffs*, 955 F.2d at 1276. The Ninth Circuit has established several factors that should  
8 be weighed when assessing whether a proposed settlement is fair, adequate, and  
9 reasonable: (1) the strength of Plaintiffs’ case; (2) the risk, expense, complexity, and  
10 likely duration of further litigation; (3) the risk of maintaining class action status  
11 throughout trial; (4) the amount offered in settlement; (5) the extent of discovery  
12 completed and the stage of the proceedings; (6) the experience and views of counsel; and  
13 (7) the reaction of the class members to the proposed settlement. *Hanlon*, 150 F.3d at  
14 1026. “Given that some of these factors cannot be fully assessed until the court conducts  
15 its fairness hearing, a full fairness analysis is unnecessary at [the preliminary approval]  
16 stage ...” *West v. Circle K Stores*, No. CIV. S-04-0438 WBS GGH, 2006 WL 1652598,  
17 at \*9 (E.D. Cal. June 13, 2006). Even though the Court need not, at this stage, assess the  
18 final approval factors, a review of those factors shows that the Settlement Agreement  
19 merits preliminary approval.

20 *i. The Strength of Plaintiffs’ Case*

21 “It can be difficult to ascertain with precision the likelihood of success at trial. The  
22 Court cannot and need not determine the merits of the contested facts and legal issues at  
23 this stage, and to the extent courts assess this factor, it is to determine whether the  
24 decision to settle is a good value for a relatively weak case or a sell-out of an  
25 extraordinary strong case.” *Misra*, 2009 WL 4581276, at \*7. In this case, Plaintiffs were  
26 confident in the strength of their medical consultation claims. However, even if Plaintiffs  
27 succeeded at the time of trial, the remedy they would seek would be limited to monitoring  
28 the class members for potential medical effects relating to exposure to the toxic plume,



1 specifically TCE exposure. Plaintiffs would likely not have been able to require any of  
2 Defendants to remedy the plume in this action for lack of standing and because  
3 remediation was already being overseen by the government agency.

4 Plaintiffs recognize that Defendants have factual and legal defenses that, if  
5 successful, could potentially defeat or substantially impair the value of Plaintiffs' claims.  
6 Julius Decl. ¶30. "The Settlement eliminates these and other risks of continued litigation,  
7 including the very real risk of no recovery after several years of litigation." *In re Nvidia*  
8 *Derivs. Litig.*, No. C-06-06110-SBA (JCS), 2008 WL 5382544, at \*3 (N.D. Cal. Dec. 22,  
9 2008).

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

11 Plaintiffs' claims involve complex issues relating to identifying the origin of the  
12 toxic plume and its fate and transport, meaning how much of the groundwater  
13 contamination impacted these class members. There were highly technical environmental  
14 regulations and governing agencies already involved, including over 40 years of  
15 administrative proceedings. The costs and risks associated with continuing to litigate this  
16 action would require extensive resources, as well as hearings and Court time and  
17 resources, such as dispositive motions and *Daubert* motions, to name a few. "Avoiding  
18 such a trial and the subsequent appeals in this complex case strongly militates in favor of  
19 settlement rather than further protracted and uncertain litigation." *Nat'l Rural Telecomms.*  
20 *Coop v. DirecTV*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). Thus, "unless the settlement is  
21 clearly inadequate, its acceptance and approval are preferable to lengthy and expensive  
22 litigation with uncertain results." *Id.* at 526.

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

24 While Plaintiffs strongly believe that class treatment is appropriate for all reasons  
25 discussed herein, there is always a risk that Plaintiffs would not be able to maintain a  
26 class action status through trial, after dispositive motions. Plaintiffs would have expected  
27 Defendants to oppose any effort to certify a class and reserve their right to file a motion  
28 to decertify again before trial. *See, e.g., In re Omnivision Techs., Inc.*, 559 F. Supp. 2d

1 1036, 1041 (N.D. Cal. 2007); *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 966 (9th  
2 Cir. 2009). In contrast, by settling the action, Defendants effectively accede to  
3 certification for purposes of settlement approval and “there is much less risk of anyone  
4 who may have actually been injured going away empty-handed.” *In re Omnivision*  
5 *Techs.*, 559 F. Supp. 2d at 1041-42. Accordingly, this factor weighs in favor of  
6 preliminary approval.

7 *iv. Amount of Recovery*

8 Defendants agreed to finance a Fund to allow Class Members the ability to seek  
9 medical consultation specifically to screen for medical conditions, including those  
10 potentially associated with exposure to Trichloroethylene (“TCE”) in very high  
11 concentrations. This is important because many class members received notice of the  
12 closing of Magnolia Elementary in 2015, believing it may have been because of the toxic  
13 plume. While the testing to date has not revealed concentrations of TCE in indoor air  
14 inside the school that meets a health risk threshold, the class members have remained  
15 very concerned for their children, as well as their own, health and the medical  
16 consultation benefit will provide peace of mind and to help alleviate parents and staff  
17 concerns about exposure. Julius Decl. ¶31.

18 The settlement also provides funds to be used for remediation of the plume, a  
19 benefit to the Class and all other persons working, residing or attending school over the  
20 plume. Julius Decl. ¶32.

21 The settlement fund is also large enough to pay the cost of Notice to the Class, and  
22 reasonable attorneys’ fees and costs, subject to Court approval. Julius Decl. ¶33.  
23 *DeHoyos v. Allstate Corp.*, 240 F.R.D 269, 322 (W.D. Tex. 2007) (“In an action certified  
24 as a class action, the court may award reasonable attorney fees and nontaxable costs  
25 authorized by...agreements of the parties....” (citing Fed. R. Civ. P. 23(h)). “In fact,  
26 courts have encouraged litigants to resolve fee issues by agreement, if possible.” *Id.*  
27 (citing *Lobatz v. U.S. W. Cellular, Inc.*, 222 F.3d 1142, 1149–50 (9th Cir. 2000) and  
28 *Hanlon*, 150 F.3d at 1029 (upholding district court's award of attorneys’ fees where Court

1 had approved attorneys' fees and costs of \$5.2 million which were negotiated after final  
2 settlement was achieved)).

3 Accordingly, the monetary contributions both Defendants are making support the  
4 Court granting preliminary approval of the Settlement.

5 v. *The Extent of Discovery Completed and the Stage of the*  
6 *Proceedings*

7 Extensive discovery, particularly expert discovery, was completed in the context of  
8 this case, the *Cox* matter, and the *Greenfield* matter. Preliminary settlement was reached  
9 in this matter on the eve of Plaintiffs' filing of Motions for Class Approval, and extensive  
10 expert analysis of the plume and exposure of TCE to Plaintiffs and Class Members had  
11 been completed. Additionally, preliminary written discovery from Plaintiffs had been  
12 undertaken and completed by the parties, and depositions were being scheduled.  
13 Defendants had also begun undertaking class discovery. While discovery was admittedly  
14 stayed for almost two years pending Defendants' *Lone Pine* challenge and this Court's  
15 ultimate denial of Defendants' motion, Plaintiffs' counsel also engaged in significant  
16 expert discovery as part of the *Lone Pine* challenge. Julius Decl. ¶34.

17 vi. *The Experience and Views of Counsel*

18 In contemplating the preliminary approval of a proposed settlement, "[t]he  
19 recommendations of plaintiffs' counsel should be given a presumption of  
20 reasonableness." *Knight*, 2009 WL 248367, at \*4 (citing *Boyd*, 485 F. Supp. at 622); *see*  
21 *also Nat'l Rural Telecomms. Coop.*, 221 F.R.D. at 528 (citing *Cotton v. Hinton*, 559 F.2d  
22 1326, 1330 (5th Cir. 1977)). "Parties represented by competent counsel are better  
23 positioned than courts to produce a settlement that fairly reflects each party's expected  
24 outcome in litigation." *In re Pacific Enters. Secs. Litig.*, 47 F.3d at 378. Thus, "the Court  
25 should not without good cause substitute its judgment for [counsel's]." *Boyd*, 485 F.  
26 Supp. at 622. Here, "[i]n addition to being familiar with the present dispute, Plaintiff[s']  
27 counsel has considerable expertise in . . . consumer and class action litigation." *Knight*,  
28 2009 WL 248367, at \*4. There is also nothing to counter the presumption that counsel's

1 recommendation concerning settlement is reasonable.

2 Here, the matter was litigated by experienced counsel who have significant class  
 3 action experience, as well as extensive experience in litigating environmental and toxic  
 4 exposure claims, and mass actions. The law firm of Baron & Budd has handled some of  
 5 the largest toxic-tort cases in the history of the United States, including asbestos and  
 6 tobacco mass actions, as well as the effects of the BP Oil Spill, one of the largest  
 7 contamination cases in America. Likewise, Gomez Trial Attorneys has extensive  
 8 experience in class action matters, including numerous multi-week class action trials  
 9 (*Allen v. Hyland's, Inc.*, United States District Court, Central District, Western Division,  
 10 Case No. 12-cv-1150-DMG-MAN; *Union Square at Broadway Homeowners Association*  
 11 *v. Western Pacific Housing-Broadway, et al.*, San Diego Superior Court Case No. 37-  
 12 2011-0091935-CU-CD-CTL) and participation as trial and class counsel for various other  
 13 class matters, including *Corona v. Sony Pictures Entertainment Inc.*, a data breach case  
 14 before the United States District Court, Central District, Case No. 2:14-cv-09600-RGK-  
 15 E. The firms expended significant resources and were well-prepared to continue to  
 16 litigate the case, but believe the settlement ultimately reached provides important benefits  
 17 to the Class Members. Julius Decl. ¶¶4, 10, 13-16.

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

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

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

25 If the Court's *prima facie* review of the relief offered and notice provided by the  
 26 settlement are fair and adequate, it should order that notice be sent to the class. Manual  
 27 for Complex Litig., § 21.632 at 321. Notice of a class action settlement must be "the best  
 28

1 notice practicable under the circumstances, including individual notice to all members  
2 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

3 The proposed Notice and Notice Plan are adequate, constituting the best possible  
4 notice under the circumstances. *See* Julius Decl. ¶35; see also Declaration of Cameron  
5 Azari regarding the Notices and Notice Plan, attached to the Settlement Agreement as  
6 Exhibit 4. The Notices are neutral, and written in an easy-to-understand clear language,  
7 giving consumers (1) basic information about the lawsuit; (2) a description of the benefits  
8 provided by the settlement; (3) an explanation of how Class Members can exercise their  
9 right to object to the settlement or opt-out of the settlement; (4) an explanation that any  
10 claims against Defendant that could have been litigated in this action will be released; (5)  
11 the names of counsel for the Class and information regarding attorney’s fees and  
12 incentive awards; (6) the fairness hearing date, along with an explanation of eligibility for  
13 appearing; and (7) the settlement web site. *Id.* The Notices are also eye-catching and  
14 mirror the exemplar notices set forth in the Federal Judicial Center, Judges’ Class Action  
15 Notice and Claims Process Checklist (2010).

16 The proposed Notice Plan involves (1) for any class member with direct mailing  
17 information, individual notice via first class mail in the form of a summary notice; (2)  
18 publication notice in local newspapers, including East County Californian, San Diego  
19 Union-Tribune, San Diego Voice & Viewpoint, El Latino and Hoy San Diego; (3) a local  
20 internet banner notice for 31 days on the corresponding news websites for the newspapers  
21 previously listed; (4) internet sponsored search listings; (5) Information Release issued to  
22 the general media (print and broadcast) across California and online databases and  
23 websites; and (6) a dedicated website, toll-free telephone number and postal mailing  
24 address. Decl. of Cameron R. Azari.

25 The Parties have selected a qualified third-party Class Action Administrator with  
26 particular expertise in class notice and administration. In light of the foregoing, the Court  
27 should approve the form of Notice, the manner of notice in the Notice Plan, and the  
28 chosen Claims Administrator.

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

<b>Event</b>	<b>Date</b>
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

**IV. CONCLUSION**

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

Dated: March 20, 2020

Respectfully submitted,

By: s/ Jason J. Julius

**BARON & BUDD, P.C.**

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*Attorneys for the Plaintiffs*

**CERTIFICATE OF SERVICE**

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

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

By: s/ Jason J. Julius  
Jason J. Julius  
jjulius@baronbudd.com

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DANIELLE TRUJILLO, as Guardian Ad Litem for KADEN PORTER, a minor, on behalf of himself and others similarly situated; LACEY MORALES, as Guardian Ad Litem for ISABEL MORALES., a minor, on behalf of herself and others similarly situated; BEVERLY HOY, on behalf of herself and all others similarly situated;

Plaintiffs,

v.

AMETEK, INC., a Delaware corporation; SENIOR OPERATIONS, LLC, a limited liability company; THOMAS DEENEY; and DOES 2 through 100, inclusive,

Defendants.

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

**DECLARATION OF JASON JULIUS 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 Date: June 8, 2020 at 11:15 a.m.

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

State Action Filed: May 29, 2015  
Case Removed: June 25, 2015

1 I, Jason Julius, hereby declare:

2 1. I am an attorney licensed to practice law in the State of California, and I am  
3 an attorney with Baron and Budd, counsel for Plaintiffs and the putative class members  
4 (“Plaintiffs”). I have personal knowledge of the facts set forth in this declaration.

5 2. Attached hereto as Exhibit 1 is a true and correct copy of the Settlement  
6 Agreement executed in this case, as it relates to Plaintiffs, Defendants Ametek, Inc.  
7 (“Ametek”), Senior Operations LLC (“Senior”) and Thomas Deeney  
8 (“Deeney”)(collectively “Defendants”), and Greenfield MHP Associates, L.P., Starlight  
9 MHP, LLC, Kort & Scott Financial Group, LLC, Tustin Ranch Partners, Inc., Sierra  
10 Corporate Management, Inc. (collectively “Greenfield/Starlight Third-Party  
11 Defendants”), KMC CA Management, LLC, Kingsley Management Corp., and Villa  
12 Cajon MHC, L.P. (collectively “Villa Cajon Third-Party Defendants”)(the  
13 Greenfield/Starlight Third-Party Defendants and Villa Cajon Third-Party Defendants  
14 shall be collectively referred to as “Third-Party Defendants”), and corresponding exhibits  
15 referenced within the Settlement Agreement.

16 3. Attached hereto as Exhibit 2 is a true and correct copy of relevant resume  
17 information for Baron and Budd, Scott Summy, John Fiske, myself, and Gomez Trial  
18 Attorneys.

19 4. I attended California Western School of Law, graduating in 2007. I have  
20 been in good standing with the California State Bar since June 2007. I have been  
21 litigating complex action for years, including environmental contamination against huge  
22 corporate defendants, like Ametek and Senior, including Monsanto. Baron & Budd  
23 Shareholders Scott Summy and John Fiske have extensive experience with complex  
24 litigation, including environmental and toxic exposure claims and personal injury matters.  
25 As is demonstrated from the attached resume of my firm Baron & Budd, it has extensive  
26 experience in litigating environmental toxic exposure cases, including the Tabaco  
27 Litigation, BP Oil Spill, PCB cases against Monsanto and opioid litigation. Likewise,  
28 Gomez Trial Attorneys has extensive experience in class action matters, including

1 numerous multi-week class action trials (*Allen v. Hyland's, Inc.*, United States District  
2 Court, Central District, Western Division, Case No. 12-cv-1150-DMG-MAN; *Union*  
3 *Square at Broadway Homeowners Association v. Western Pacific Housing-Broadway, et*  
4 *al.*, San Diego Superior Court Case No. 37-2011-0091935-CU-CD-CTL) and  
5 participation as trial and class counsel for various other class matters, including *Corona*  
6 *v. Sony Pictures Entertainment Inc.*, a data breach case before the United States District  
7 Court, Central District, Case No. 2:14-cv-09600-RGK-E.

8 5. Settlement discussions in this and the three related groundwater  
9 contamination cases began in earnest in late 2017. A preliminary settlement was reached  
10 with Defendant Senior in November 2017. A preliminary settlement was reached with  
11 Defendants Ametek and Deeney in July 2018. At that point, attempts to resolve the  
12 Third-Party Complaints between Defendants and Third-Party Defendants began. Those  
13 discussions occurred over the course of the following 15 months, including two  
14 Mandatory Settlement Conferences with Magistrate Judge Schopler, and that third  
15 Mandatory Settlement Conference with Judge Burns. Global resolution, including this  
16 matter and the three related groundwater actions, was reached on September 23, 2019,  
17 and placed on the record with the Court on September 24, 2019. This Motion and  
18 attached Settlement Agreement are the result of an additional six months of negotiation  
19 between the parties.

20 6. Under the terms of the Settlement, all persons who fall within the Settlement  
21 Class definition are entitled to a total Settlement Fund of \$1,500,000, to be paid as  
22 follows:

- 23 - Defendant Ametek shall pay \$150,000 in to a "Medical Consultation Fund"  
24 which shall be used to pay for medical consultation for Plaintiffs and Class  
25 Members;
- 26 - Defendant Ametek shall pay \$500,000 in to a "Remediation/Mitigation Fund"  
27 specifically intended for use solely for monitoring, remediation and/or  
28

1 mitigation activities related to the plume originating from the Former Ametek  
2 Facility;

- 3 - Defendant Senior shall pay \$850,000 in to the “Medical Consultation Fund”  
4 which shall be used to pay for medical consultation for Plaintiffs and Class  
5 Members.

6 7. Class Members will submit claims by submitting to the Settlement  
7 Administrator a simple claim form confirming their status as a class member. Attached  
8 hereto as Exhibit 3 is a true and correct copy of the draft claim form.

9 8. The Settlement Administrator will confirm the validity of each Claim Form  
10 and confirm that class members provide the required information to prove class  
11 membership.

12 9. Class Counsel has selected a qualified medical doctor to perform the medical  
13 consultation for Plaintiffs and Class Members to screen for medical conditions, including  
14 those potentially associated with exposure to Trichloroethylene (“TCE”) in very high  
15 concentrations, including kidney cancer, liver cancer, and hematolymphatic cancer. There  
16 is no objection to the proposed medical consultation to be performed. Attached hereto as  
17 Exhibit 4 is a true and correct copy of the Declaration of Dr. Jerald Cook.

18 10. The point of the settlement is to allow class members’ access to a medical  
19 professional to perform specific screening tests relating to TCE exposure. Under the  
20 claims alleged, Plaintiffs were not seeking monetary relief, but instead access to health  
21 care professionals to be tested. This settlement provides not only access to the requested  
22 medical consultation, but also for sampling of mobile home coaches and further  
23 mitigation as necessary, as well as continued remediation of the TCE plume emanating  
24 from the site, an additional benefit to the class members.

25 11. Baron & Budd intends to apply for reimbursement of its incurred attorneys’  
26 fees up to a 25% cap of the Settlement Funds and will also seek a service payment for  
27 time and expenses to the representative plaintiffs of a maximum amount up to \$5,000  
28 each.

1           12. The payment of costs and notice, administration and distribution of the  
2 Settlement, attorneys’ fees and expenses, and payment of representative plaintiffs’  
3 service awards will be deducted from the total Settlement Fund.

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

9           14. In my experienced judgment, the proposed settlement is fair, reasonable, and  
10 adequate with respect to Plaintiffs and the proposed classes: without the Settlement  
11 Agreement, Defendants would not be obligated to provide medical consultation to those  
12 exposed to the toxic plume.

13           15. Class Members are receiving a substantial direct benefit from the settlement  
14 terms, particularly in light of the fact that damages at trial would have been difficult if not  
15 impossible to secure.

16           16. This Settlement provides an outstanding result because it is within the range  
17 of possible results at trial, providing a fund to be used to pay for medical consultations  
18 for the Plaintiffs who were harmed by Defendants’ conduct, as well as funds for  
19 remediation which could not have been obtained at trial.

20           17. For settlement purposes only, neither Defendants nor Third-Party  
21 Defendants object to a finding that the class elements are met.

22           18. The settlement class is defined as “Every person who: 1) attended Magnolia  
23 Elementary School as a student for one or more school years between January 1, 1963  
24 and [date of preliminary approval]; and/or 2) worked as staff at Magnolia Elementary  
25 School for one or more school years between January 1, 1963 and [date of preliminary  
26 approval].”

27           19. Plaintiffs seek to certify a class of students and staff who attended or worked  
28 at Magnolia Elementary School for one or more school years. The class is specifically

1 defined to encompass all individuals who may have been exposed to TCE as a result of  
2 the contaminated groundwater. Based on available school records, the class could  
3 include up to approximately 8,308 students and 360 staff workers at Magnolia.

4 20. 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 caused the existence of the toxic plume and  
7 subsequent groundwater contamination and/or failed to remedy the toxic plume thereby  
8 exposing school children and school staff, such that medical consultation damages are  
9 appropriate. Such a determination would resolve all claims “in one stroke.”

10 21. The proposed Class Representatives have claims typical to the Class and are  
11 members of the Class they seek to represent. The minor Class Representatives are former  
12 students who attended Magnolia Elementary School for at least one year and one Class  
13 Representative, a former teacher, who was part of the Magnolia staff for at least one year,  
14 all of whom had alleged exposure to the toxic plume and entitled to medical consultation.

15 22. The proposed Class Representatives have claims typical to the Class and are  
16 members of the Class they seek to represent.

17 23. The Class Representatives do not have any conflict and are appropriate  
18 representatives of the claims and injuries suffered by the class.

19 24. Class Counsel is also adequate, litigating this complex case since 2015,  
20 opposing multiple motions to dismiss, as well as a *Lone Pine* challenge. While discovery  
21 was stayed for a significant period of time while the *Lone Pine* motion was pending,  
22 Class Counsel vigorously pursued discovery relating to the toxic plume as part of the  
23 companion matter, *Greenfield*. Class Counsel researched and retained several experts in  
24 conjunction with the monumental effort to oppose the *Lone Pine* challenge, and those  
25 same experts presented opinions in the course of discovery and a summary judgment  
26 motion in *Greenfield*. All of the experts were deposed in the *Greenfield* matter, many of  
27 whom were retained in this matter and whose opinions relied heavily on information  
28 relating to the same toxic plume and fate and transport analysis.

1 25. Class Counsel has performed extensive work to date in successfully  
2 mediating and negotiating the proposed Settlement over the course of this case's  
3 pendency (three years).

4 26. Class Counsel has numerous years' experience, and demonstrated success, in  
5 bringing claims relating to exposure to toxins and environmental contamination cases.

6 27. The Settlement was negotiated at arm's length over the course of the past  
7 two years, settled only after a global resolution could be reached on all claims arising  
8 from the same toxic plume and groundwater contamination exposure. The parties  
9 engaged in extensive bargaining over the merits and value of Plaintiffs' claims and  
10 Defendants' defenses.

11 28. The Settlement Agreement provides the same relief to all Class Members,  
12 including the Class Representatives. All Class Members will benefit equally from the  
13 settlement terms.

14 29. The Settlement Agreement grants the Class Representatives the right to  
15 apply to the Court for an incentive award. The amount of any award is within the Court's  
16 discretion and, thus, will not be unreasonable in light of the Class Representative' role in  
17 this case. Plaintiffs will file detailed declarations of the time they spent assisting with  
18 prosecution of this case in connection with the fee plus incentive award motion, which  
19 will then be posted publicly online so that class members can review and comment on the  
20 amounts sought.

21 30. Plaintiffs recognize that Defendants have factual and legal defenses that, if  
22 successful, could potentially defeat or substantially impair the value of Plaintiffs' claims.

23 31. Defendants agreed to finance a Fund to allow Class Members the ability to  
24 seek medical consultation specifically to screen for medical conditions, including those  
25 potentially associated with exposure to TCE in very high concentrations. This is  
26 important because many class members received notice of the closing of Magnolia  
27 Elementary in 2015, believing it may have been because of the toxic plume. While the  
28 testing to date has not revealed concentrations of TCE in indoor air inside the school that

1 meets a health risk threshold, the class members have remained very concerned for their  
2 children, as well as their own, health and the medical consultation benefit will provide  
3 peace of mind and to help alleviate parents and staff concerns about exposure.

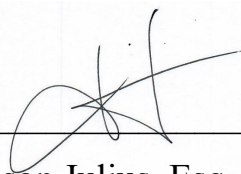
4 32. The settlement also provides funds to be used for remediation of the plume,  
5 a benefit to the Class and all other persons working, residing or attending school over the  
6 plume.

7 33. The settlement fund also is large enough to pay the cost of Notice to the  
8 Class, and reasonable attorneys' fees and costs, subject to Court approval.

9 34. Extensive discovery, particularly expert discovery, was completed in the  
10 context of this case, the Cox matter, and the Greenfield matter. Preliminary settlement  
11 was reached in this matter on the eve of Plaintiffs' filing of Motions for Class Approval,  
12 and extensive expert analysis of the plume and exposure of TCE to Plaintiffs and Class  
13 Members had been completed. Additionally, preliminary written discovery from  
14 Plaintiffs had been undertaken and completed by the parties, and depositions were being  
15 scheduled. Defendants had also begun undertaking class discovery. While discovery was  
16 admittedly stayed for almost two years pending Defendants' Lone Pine challenge and this  
17 Court's ultimate denial of Defendants' motion, Plaintiffs' counsel also engaged in  
18 significant expert discovery as part of the Lone Pine challenge.

19 35. The proposed Notice and Notice Plan are adequate, constituting the best  
20 possible notice under the circumstances. See Exhibits 3 and 4 to the Settlement  
21 Agreement.

22 I declare under penalty of perjury under the laws of the United States of America  
23 that the foregoing is true and correct. Executed this 18th day of March, 2020, in San  
24 Diego, California.

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\_\_\_\_\_  
Jason Julius, Esq.



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

**EXHIBIT INDEX**

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# **EXHIBIT 1**

## **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 Effective Date, as defined herein, by and between Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden Porter; Lacey Morales, as Guardian Ad Litem for Isabel Morales; and Beverly Hoy (“Plaintiffs”), and Defendants AMETEK, Inc. (hereinafter “Ametek,” and as defined in paragraph 11.10), and Thomas Deeney (hereinafter “Deeney,” and as defined in paragraph 11.12) and Senior Operations LLC (hereinafter “Senior,” as defined in paragraph 11.14). “Defendants” shall mean and refer collectively to Defendant Ametek, Defendant Deeney and Defendant Senior as defined in this Agreement. Plaintiffs and Defendants will 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 facility from 1968 through 1988. Deeney has been a corporate officer with Ametek since at least 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 Kaden Porter and Isabel Morales are former students and Plaintiff Beverly Hoy is a former teacher at Magnolia Elementary School (“MES”), located at 650 Greenfield Dr, El Cajon, CA 92021. MES is located adjacent to and downgradient from the Former Ametek Facility and the Site.

3. WHEREAS, on or about May 29, 2015, Plaintiffs filed their Complaint for Damages in Superior Court for the State of California, County of San Diego, Case No. 37-2015-00018465-CU-TT-CTI, against Defendants Ametek and Senior (the “Action”). On June 25, 2015, Senior timely filed a Notice of Removal of the Action. On June 30, 2015, Ametek filed its Notice of Consent and Joinder to the removal filed by Senior. The Action was removed to the United States District Court for the Southern District of California, Case No. 15-cv-0394 GPC. On June 21, 2017, Plaintiffs filed their Second Amended Complaint, adding Defendant Deeney, and including claims for Negligence, Gross Negligence and Public Nuisance. 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 Plaintiffs further allege has and continues to result in contamination of groundwater, soil vapor and indoor air on and below MES. As a result, Plaintiffs allege they have been exposed to toxic contamination and have suffered damages such that they should receive medical monitoring. Plaintiffs brought the Action on behalf of themselves and other teachers and students who attended or worked at MES, who are similarly situated under California Code of Civil Procedure §382 and Federal Rule of Civil Procedure 23.

4. 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.

5. 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.

6. WHEREAS, in addition to *Trujillo, et al. v. Ametek, Inc., et al.*, No. 3:15-cv-01394-GPC-AGS, Senior and Ametek 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”). Deeney is also named as a Defendant in *Cox I* 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.

7. 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 and Defendants’ Counsel.

8. 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 Class 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 Class.

9. WHEREAS, Defendants, while continuing to deny any and all liability, wrongdoing, violations, and damages they allegedly caused with respect to any and all claims asserted or that could have been asserted in the Actions, 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.

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

### **DEFINITIONS**

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

11.1. **Action:** The Action means *Danielle Trujillo, et al. v. Ametek, Inc., et al.*, Case No. 3:15-cv-01394-GPC-AGS (S.D. Ca.).

11.2. **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 class, 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.

11.3. **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).

11.4. **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 benefits under this Agreement as specified in Paragraphs 28 and 29, and related subparagraphs.

11.5. **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.

11.6. **Class Member:** The term “Class Member” shall mean and refer to an individual member of the Settlement Class.

11.7. **Class Period:** The term “Class Period” shall mean the period of time described in paragraphs 16.1.1 and 16.1.2 of this Agreement.

11.8. **Claims Administrator:** “Claims Administrator” or “Settlement Administrator” or “Settlement Claims Administrator” means the person selected as provided in Paragraph 18 of this Agreement.

11.9. **Court:** The term “Court” shall mean and refer to the United States District Court for the Southern District of California or of any other court validly exercising jurisdiction over this Action or the interpretation and enforcement of this Agreement.

11.10. **Defendant Ametek:** “Defendant Ametek” or “Ametek” shall mean and refer to Ametek, 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.

11.11. **Defendant Ametek’s Counsel:** “Defendant 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.

11.12. **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 Defendant Ametek, and his heirs, executors, administrators, successors, assigns and otherwise.

11.13. **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.

11.14. **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.

11.15. **Defendant Senior’s Counsel:** “Defendants’ 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.

11.16. **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.

11.17. **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 11.19 of this Agreement.

11.18. **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 21. 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).

11.19. **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 Defendants 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).

11.20. **Notice:** “Notice” shall mean the communication, in a form substantially similar to the one attached to this Agreement as Exhibit 3, through which Class Members are notified of their rights with respect to this Agreement in accordance with Paragraph 20 of this Agreement.

11.21. **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 19 of this Agreement.

11.22. **Objection:** “Objection” shall have the meaning ascribed to that term by Paragraph 21 and its subparagraphs of this Agreement.

11.23. **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 Class.

11.24. **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 class, 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 a form substantially similar to the one attached to this Agreement as Exhibit 1.

11.25. **Parties:** “Parties” shall mean and refer to Defendants, Plaintiffs and the Settlement Class, as defined herein, and to the extent that the Defendants, Plaintiffs or the Settlement Class 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.

11.26. **Preliminary Approval:** “Preliminary Approval” shall mean and refer to the entry by the Court of the Order Granting Preliminary Approval.

11.27. **Released Claims:** “Released Claims” shall have the meaning ascribed to that term by Paragraphs 30 through 34 of this Agreement.

11.28. **Settlement:** Shall mean the settlement of the Action as between Defendants Ametek, Deeney, Senior, and Plaintiffs and the Settlement Class, which is provided for by this Agreement.

11.29. **Settlement Class:** “Settlement Class” shall mean and refer to those individuals as set forth in Paragraph 16.1, and related subparagraphs, set forth in this Agreement.

11.30. **Settlement Fund:** “Settlement Fund” shall mean the fund in the total amount of One Million and Five Hundred Thousand United States Dollars (U.S. \$1,500,000.00) which is provided for in Paragraph 17.1, and related subparagraphs, set forth below in this Agreement.

## **REPRESENTATIONS AND WARRANTIES**

12. 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.

13. 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.

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 Defendant 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 Defendant Deeney and constitutes his legal, valid and binding obligation.

### **CERTIFICATION FOR SETTLEMENT PURPOSES**

16. For the sole purpose of effectuating this Settlement, Plaintiffs and Defendants agree jointly to request that the Court certify a Settlement Class consisting of:

16.1. Every person who:

16.1.1. Attended Magnolia Elementary School as a student for one or more school years from January 1, 1963 through Preliminary Approval.

16.1.2. Worked as staff at Magnolia Elementary School for one or more school years from January 1, 1963 through Preliminary Approval.

16.2. The Settlement Class 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 in the Action, and specifically including any person who has settled or resolved claims directly with Ametek, Senior, Deeney, or any of said 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.

### **MONETARY CONSIDERATION**

17. In exchange for the releases and other consideration in this Agreement, Defendants Ametek (on its own behalf and on behalf of Deeney) and Senior agree to provide the following relief, including the Settlement Fund to the Settlement Class as follows:

17.1. **The Settlement Fund**

17.1.1. Senior, within seven (7) calendar days after Final Approval by the Court in the *Trujillo* and *Cox I* Actions, and full and final execution of the addenda to the settlement agreement in the *Greenfield* Action and settlement agreement in the *Cox II* Action, will pay Plaintiffs the sum of Eight Hundred Fifty Thousand

United States Dollars and No Cents (\$850,000.00) (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 Paragraph 18.

17.1.2. Defendant Ametek, within seven (7) calendar days after Final Approval by the Court in the *Trujillo* and *Cox I* Actions, and full and final execution of the settlement agreements in the *Greenfield* Action and the *Cox II* Action, will pay Plaintiffs the sum of Six Hundred Fifty Thousand United States Dollars and No Cents (\$650,000.00) (“the Ametek Payment”), as follows:

17.1.2.1. From the Ametek Payment described in Paragraph 17.1.2, Ametek shall pay Plaintiffs One Hundred Fifty Thousand United States Dollars (\$150,000.00) 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 Paragraph 18 from the Settlement Fund and considered a cost of administration of the Settlement Fund.

17.1.2.2. From the Ametek Payment described in Paragraph 17.1.2, Ametek shall deposit Five Hundred Thousand United States Dollars and No Cents (\$500,000.00) (“Remediation/Mitigation Fund”) into an account held in the name of Ametek, 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 the school's property. While the Parties agree and acknowledge the Remediation/Mitigation Fund provides a potential benefit to the class, class members shall not need to assert a claim for such fund to be established.

17.1.2.2.1. 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 17.1.2.2. 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 17.1.2.2 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.

17.1.3. The payment from Senior set forth in Paragraph 17.1.1 and the payment from Ametek described in Paragraph 17.1.2.1 shall be referred to as the "Medical Consultation Fund," and shall only be used to pay for medical consultation for Plaintiffs and Class Members, as well as fees and costs consistent with this Agreement.

17.2. **Tax Treatment of Settlement Fund.** Neither Defendants Ametek nor Senior, 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 Ametek nor Senior, 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 all others acting at their direction or on their behalf, including Deeney, with respect to any tax claim or assessment associated with any payment made directly or indirectly under this Agreement.

### **ADMINISTRATION**

18. **Selection of Claims Administrator** - Within thirty (30) calendar days following execution of this Agreement, Plaintiffs will retain, subject to prior written approval by Defendants, a settlement claims administrator to administer the proposed settlement including creation and distribution of the Notice specified in Paragraphs 11.20, 11.21 and 20 and payment of all Medical Consultation claims. All fees and expenses which are reasonably required for administration of the Settlement with respect to the Medical Consultation claims shall be paid out of the Medical Consultation 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 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**

19. **Preliminary Approval.** Within fourteen (14) calendar days after the date of this Agreement, Plaintiffs shall submit to the Court a motion, in a form substantially similar to the motion attached as Exhibit 2 to this Agreement, seeking certification, for settlement purposes only, of the Settlement Class; 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.

20. **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. Defendants shall take all necessary steps to comply with 28 U.S.C. § 1715. Plaintiffs and Defendants agree to the form and content of the Notices attached as Exhibit 3.

21. **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.

- 21.1. 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.
- 21.2. 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.
- 21.3. Any Class Member who fully complies with the provisions of paragraphs 21 through 21.2 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 21 through 21.2 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.

22. **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.

- 22.1. 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.

- 22.2. 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.
- 22.3. 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.
- 22.4. If more than three percent (3%) of the potential Class Members timely file written Requests for Exclusion from the Settlement Class, the 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 22.2 above.

23. **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 20 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 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 to pay any amounts other than those specified in this Agreement.

24. **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:

- 24.1. 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.

- 24.2. If for any reason: (a) the Settlement does not become subject to Final Approval of the Court; (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; (c) if the Action resumes pursuant to a notice issued in accordance with paragraph 22.4, and/or (d) there is a failure to finalize a settlement in any of the other Groundwater Actions, then: (i) 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.
- 24.3. If, pursuant to paragraph 24.2, the Action resumes and reverts to its status as of September 23, 2019, Defendants will not be deemed to have consented to certification of any class, and will retain all rights they had regarding such issues, 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.
- 24.4. 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

25. **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:

- 25.1. 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 from 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.

- 25.2. 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, Defendants will not 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 their claims.

### **DISTRIBUTIONS**

26. **Notice and Administration.** All costs of notice and administration of the Settlement shall be paid from the Settlement Fund subject to and in accordance with the provisions of Paragraphs 17, and related subparagraphs.

27. **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 for Remediation/Mitigation Fund, upon production to the Claims Administrator of a copy of the Order.

28. **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 and email address (if available); 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. Class Counsel will, in its sole discretion, confirm the validity of each Claim Form and confirm that it provides the required information.

#### **29. Submission and Payment of Claims**

29.1. The Medical Consultation Fund portion of the Settlement Fund, as described in Paragraph 17.1.3, shall be used to pay for medical consultation expenses only for Plaintiffs and Class Members, as well as costs consistent with the Medical Consultation Program outlined in this Agreement.

29.2. In order to substantiate a claim with the Claims Administrator, Class Members shall be required to submit a Claim Form consistent with Paragraph 28 to the Claims Administrator which, shall also include their date of birth, social security number (if available), and dates of attendance or employment at MES ("identifying information"). If necessary to verify a claim once a Class Member's identifying information is provided, the Class Member's attendance or



employment at MES may be verified by Class Counsel or the Claims Administrator, at their discretion. If no independent verification can be made by Class Counsel or the Claims Administrator, then the Class Member may be required to provide two items of documentation of attendance or employment at MES, including but not limited to transcripts, report cards, year book, pay stub, W-2, etc., in order to substantiate a claim.

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

29.3. Once class status is verified, the verified Class Member shall be eligible to receive their share of class benefits as follows:

29.3.1. 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 at 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)
- liver ultrasound or MRI (in a follow-up appointment, if determined necessary)

29.3.2. The costs of medical consultation outlined in Paragraph 29.3.1 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 identified in Paragraph 17.1.3.

29.3.3. Any medical consultation available to verified Class Members shall be completed on or before the date which falls four (4) years after the 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 the Final Approval, any remaining

moneys in the Medical Consultation Fund held by the Claims Administrator shall revert to the designated account identified in Paragraph 17.1.2.2 and become part of the Remediation/Mitigation Fund.

- 29.4. To the extent that any funds from either the Medical Consultation Fund or the Remediation/Mitigation Fund remain in the accounts identified in Paragraph 17.1, and its subsections, 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.

### **RELEASE**

30. **RELEASES**: In exchange for the consideration outlined in Paragraph 17.1, 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 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, heirs, estates, 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 the Action, including unknown claims pursuant to California Civil Code § 1542 as set forth in paragraph 33 (the “Released Claims”). The 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 which includes a waiver or release that is broader than that which is set forth herein, Defendants shall be entitled to, and the Parties hereby agree, that such broader waiver or release terms shall apply to Defendants with like force and effect as to Plaintiffs, Class Members, and Class Counsel.

31. 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, and including the Released Claims and the Action, shall be dismissed with prejudice as to each of 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**

32. Except as otherwise specified in this Agreement, the Plaintiff Releasing Parties hereby 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.**

33. The Plaintiff Releasing Parties hereby also expressly and knowingly waive other statutes or common law principles of similar effect. The Plaintiff 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 the Released Claims, and 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.

34. 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**

35. **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.

36. **Cooperation Between the Parties.** As further consideration, 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. Defendants shall provide all information reasonably necessary to assist Plaintiffs in the filing of any brief supporting approval of the Settlement. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel 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. None of Plaintiffs, Class Counsel, Defendants, Defendants' agents, or 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, 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.

37. **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, constitutes 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.

38. **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 then only to the extent set forth in such written waiver, modification or amendment, and subject to any required Court approval.

39. **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.

40. **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.

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

42. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Class and their respective heirs, successors and assigns. The individuals signing this Agreement on behalf of the respective Parties hereby represents and warrants that each such person has the power and authority to enter into this Agreement on behalf of such Party, on whose behalf he 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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

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

49. **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, Pennsylvania 19312  
Attn: General Counsel

With a copy 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 a copy to:

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

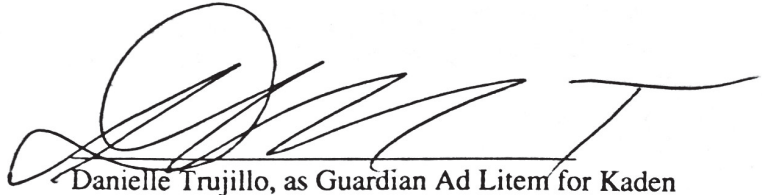
To: Plaintiffs, Class Counsel or the Settlement Class:

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

50. **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: 2/18/2020



\_\_\_\_\_  
Danielle Trujillo, as Guardian Ad Litem for Kaden Porter

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

\_\_\_\_\_  
Lacey Morales, as Guardian Ad Litem for Isabel Morales

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

\_\_\_\_\_  
Beverly Hoy

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

\_\_\_\_\_  
AMETEK, Inc.

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

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

\_\_\_\_\_  
SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

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**Agreed To:**

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

\_\_\_\_\_  
Danielle Trujillo, as Guardian Ad Litem for Kaden Porter

Date: Feb-26-2020 \_\_\_\_\_

DocuSigned by:  
*Lacey Morales* \_\_\_\_\_  
AE202242CBFF4F2... ; Guardian Ad Litem for Isabel Morales

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

\_\_\_\_\_  
Beverly Hoy

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

AMETEK, Inc.

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

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

SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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



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**Agreed To:**

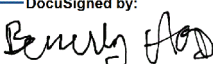
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\_\_\_\_\_  
Danielle Trujillo, as Guardian Ad Litem for Kaden Porter

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

\_\_\_\_\_  
Lacey Morales, as Guardian Ad Litem for Isabel Morales

Date: Mar-17-2020 \_\_\_\_\_

DocuSigned by:  
  
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Date: \_\_\_\_\_

AMETEK, Inc.

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

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

SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

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\_\_\_\_\_  
Danielle Trujillo, as Guardian Ad Litem for Kaden Porter

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

\_\_\_\_\_  
Lacey Morales, as Guardian Ad Litem for Isabel Morales

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

\_\_\_\_\_  
Beverly Hoy

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

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**Agreed To:**

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

\_\_\_\_\_  
Danielle Trujillo, as Guardian Ad Litem for Kaden Porter

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

\_\_\_\_\_  
Lacey Morales, as Guardian Ad Litem for Isabel Morales

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

\_\_\_\_\_  
Beverly Hoy

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

AMETEK, Inc.

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

Date: 2/7/2020

SENIOR OPERATIONS LLC

Amy Logenza  
Signature

Amy Logenza  
Print Name

VP-Financial Controller & Treasurer  
Title

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

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

50. **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: \_\_\_\_\_

\_\_\_\_\_  
Danielle Trujillo, as Guardian Ad Litem for Kaden Porter

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

\_\_\_\_\_  
Lacey Morales, as Guardian Ad Litem for Isabel Morales

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

\_\_\_\_\_  
Beverly Hoy

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

AMETEK, Inc.

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

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


SENIOR OPERATIONS LLC

\_\_\_\_\_  
Signature

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Print Name

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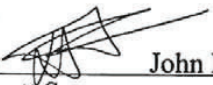
Date: 2/10/20

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

Approved as to Form:

BARON & BUDD, P.C.

Date: 3/18/2020

  
\_\_\_\_\_  
John Fiske  
Scott Summy  
Attorneys for Plaintiffs

BUCHANAN INGERSOLL & ROONEY, LLP

Date: 3/20/2020

  
\_\_\_\_\_  
Kimberly Arouh  
Attorneys for Defendant Senior Operations 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

Approved as to Form:

BARON & BUDD, P.C.

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

\_\_\_\_\_  
Scott Summy  
Attorneys for Plaintiffs

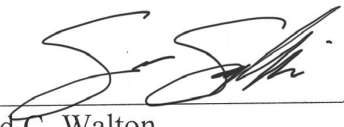
BUCHANAN INGERSOLL & ROONEY, LLP

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

\_\_\_\_\_  
Kimberly Arouh  
Attorneys for Defendant Senior Operations LLC

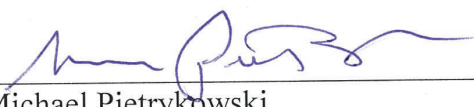
PROCOPIO, CORY, HARGREAVES &  
SAVITCH LLP

Date: 3/18/20

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

GORDON & REES SCULLY MANSUKHANI  
LLP

Date: 2/10/20

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

# **EXHIBIT 1**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DANIELLE TRUJILLO, as Guardian Ad Litem for KADEN PORTER, a minor, on behalf of himself and others similarly situated; LACEY MORALES, as Guardian Ad Litem for ISABEL MORALES., a minor, on behalf of herself and others similarly situated; BEVERLY HOY, on behalf of herself and all others similarly situated;  
Plaintiffs,  
v.  
AMETEK, INC., a Delaware corporation; SENIOR OPERATIONS, LLC, a limited liability company; THOMAS DEENEY; and DOES 2 through 100, inclusive,  
Defendants.

Case No.: 3:15-cv-01394-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**

On \_\_\_\_\_ (month) \_\_\_\_\_ (day), 2020, this Court heard Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden Porter; Lacey Morales, as Guardian Ad Litem for Isabel Morales; and Beverly Hoy’s (“Plaintiffs”) motion for preliminary approval of class settlement and provisional settlement class certification under Rule 23 of the Federal Rules of Civil Procedure. This Court reviewed the motion, including the



1 Settlement Agreement and Release (“Settlement Agreement”). Based on this review and  
2 the findings below, the Court finds good cause to grant the motion.<sup>1</sup>

3 **FINDINGS:**

4 1. The Settlement Agreement appears to be the product of serious, informed,  
5 non-collusive negotiations and fall within the range of possible approval as fair,  
6 reasonable and adequate. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,  
7 1079 (N.D. Cal. 2007) (granting preliminary approval where the settlement “appears to  
8 be the product of serious, informed, non-collusive negotiations, has no obvious  
9 deficiencies, does not improperly grant preferential treatment to class representatives or  
10 segments of the class, and falls within the range of possible approval”).

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

17 **IT IS ORDERED THAT:**

18 1. **Settlement Approval.** The Settlement Agreement, including the Detailed  
19 Notice, Short Form Notice, U.S. Mail Notice, Publication Notices, and Claim Form are  
20 preliminarily approved.

21 2. **Provision of Class Notice.** Defendants shall notify Class Members of the  
22 settlement in the manner specified under Section 20 of the Settlement Agreement.

23 3. **Claim for Settlement Benefits.** Class Members who want to receive  
24 settlement benefits under the Settlement Agreement must accurately complete and deliver  
25 the Claim Form to the Claims Administrator consistent with Sections 28, 29.2, and 29.2.1  
26

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

1 of the Settlement Agreement, and in no event later than two years after entry Final  
2 Approval in this matter by the Court, as set forth in Section 23 of the Settlement  
3 Agreement.

4       **4. Objection to Settlement.** Class Members who have not submitted a timely  
5 written exclusion request pursuant to paragraph 6 below and who want to object to the  
6 Settlement Agreement must deliver a written objection to the Claims Administrator no  
7 later than thirty (30) calendar days before the Final Approval Hearing. The delivery date  
8 is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the  
9 postmark. The objection must include: (a) the name and case number of the Action  
10 “*Trujillo v. Ametek, Inc.*, Case No. 15-cv-01394”; (b) the full name, address, and  
11 telephone number of the person objecting (email address is optional); (c) the name,  
12 address, and telephone number of any counsel representing the person objecting (email  
13 address is optional); (d) the words “Notice of Objection” or “Formal Objection”; (e) facts  
14 showing that the person objecting is a class member; and (f) in clear and concise terms,  
15 the objection and legal and factual arguments supporting the objection. The written  
16 objection must be signed and dated, and must include the following language  
17 immediately above the signature and date: “I declare under penalty of perjury under the  
18 laws of the United States of America that the foregoing statements regarding class  
19 membership are true and correct to the best of my knowledge.” Any Class Member who  
20 submits a written objection, as described in this paragraph, may appear at the Fairness  
21 Hearing, either in person or through personal counsel hired at the Class Member’s  
22 expense, to object to the Settlement Agreement. Class Members or their attorneys  
23 intending to make an appearance at the Fairness Hearing, however, must include on the  
24 timely and valid written objection a statement substantially similar to “Notice of Intention  
25 to Appear.” If the objecting Class Member intends to appear at the Fairness Hearing  
26 through counsel, he or she must also identify the attorney(s) representing the objector  
27 who will appear at the Fairness Hearing and include the attorney(s) name, address, phone  
28 number, e-mail address, and the state bar(s) to which counsel is admitted. If the objecting

1 Class Member intends to request the Court to allow the Class Member to call witnesses at  
2 the Fairness Hearing, such request must be made in the Class Member’s written  
3 objection, which must also contain a list of any such witnesses and a summary of each  
4 witness’s expected testimony. Only Class Members who submit timely written  
5 objections including Notices of Intention to Appear may speak at the Fairness Hearing. If  
6 a Class Member makes an objection through an attorney, the Class Member will be  
7 responsible for his or her personal attorney’s fees and costs. The objection will not be  
8 valid if it only objects to the lawsuit’s appropriateness or merits.

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

14       **6. Requesting Exclusion.** Class Members who want to be excluded from the  
15 settlement must send a letter or postcard to the Claims Administrator stating: (a) the name  
16 and case number of the Action “*Trujillo v. Ametek, Inc.*, Case No. 15-cv-01394”; (b)  
17 certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has  
18 been legally authorized to exclude the Class Member from the Settlement and provide an  
19 affidavit or other proof of the Class Member’s standing; (c) provide the filer’s name,  
20 address, telephone and facsimile number and email address (if available); (d) provide the  
21 Class Member’s name, address, telephone number, and e-mail address (if available), and  
22 (c) a statement that the person does not wish to participate in the Settlement, postmarked  
23 no later than thirty (30) calendar days before the Final Approval Hearing.

24       **7. Provisional Certification for Settlement Purposes.** For purposes of  
25 settlement the Class is provisionally certified as: “Every person who: 1) attended  
26 Magnolia Elementary School as a student for one or more school years between January  
27 1, 1963, and [preliminary approval date]; and/or 2) worked as staff at Magnolia  
28 Elementary School for one or more school years between January 1, 1963, and

1 [preliminary approval date].” Excluded from the Class is any individual who has  
2 independently settled or resolved any claims related to exposure to contaminants  
3 emanating from the Former Ametek Facility with any Defendant in the Trujillo Action,  
4 and specifically including any person who has settled or resolved claims directly with  
5 Ametek, Inc., Senior Operations LLC, or any of Defendants’ present, former and future  
6 parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors,  
7 employees, joint ventures, members, domestic and foreign corporations, attorneys,  
8 insurers, agents and any of their legal representatives, and the predecessors, heirs,  
9 executors, administrators, successors and assigns of the same.

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

11 For purposes of settlement, Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden  
12 Porter; Lacey Morales, as Guardian Ad Litem for Isabel Morales; and Beverly Hoy are  
13 conditionally certified as the Class Representatives to implement the Parties’ settlement  
14 in accordance with the Settlement Agreement. For purposes of settlement, the law firms  
15 of Baron and Budd and Gomez Trial Attorneys are conditionally appointed as Class  
16 Counsel for settlement purposes. Plaintiff and Class Counsel must fairly and adequately  
17 protect the Class’s interests.

18 **9. Termination.** If the Settlement Agreement terminates for any reason, the

19 following will occur: (a) Class Certification for settlement purposes will be automatically  
20 vacated; (b) Plaintiffs will revert to their prior status as non-settlement Class  
21 representatives; (c) Plaintiffs’ counsel will stop functioning as settlement Class Counsel,  
22 but will revert to their prior status as non-settlement Class counsel; and (d) this action  
23 will revert to its previous status in all respects as it existed on September 23, 2019. This  
24 Order will not waive or otherwise impact the Parties’ rights or arguments regarding class  
25 certification or any trial of any claims.

26 **10. No Admissions.** Nothing in this Order is, or may be construed as, an  
27 admission or concession on any point of fact or law by or against any Party.  
28

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

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

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

Event	Date	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	

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 other  
3 than the website posting, Defendants will not be required to provide any additional notice  
4 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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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DANIELLE TRUJILLO, as Guardian Ad Litem for KADEN PORTER, a minor, on behalf of himself and others similarly situated; LACEY MORALES, as Guardian Ad Litem for ISABEL MORALES., a minor, on behalf of herself and others similarly situated; BEVERLY HOY, on behalf of herself and all others similarly situated;

Plaintiffs,

v.

AMETEK, INC., a Delaware corporation; SENIOR OPERATIONS, LLC, a limited liability company; THOMAS DEENEY; and DOES 2 through 100, inclusive,

Defendants.

Case No.: 3:15-cv-01394-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 Date: June 8, 2020 at 11:15 a.m.

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

State Action Filed: May 29, 2015  
Case Removed: June 25, 2015



1 **I. FACTUAL AND PROCEDURAL BACKGROUND**

2 Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden Porter, Lacey  
3 Morales, as Guardian Ad Litem for Isabel Morales, and Beverly Hoy (“Plaintiffs”)   
4 asserted a class action lawsuit on behalf of themselves and all others similarly situated  
5 against Defendants Ametek, Inc. (“Ametek”), Thomas Deeney (“Deeney”) and Senior  
6 Operations, LLC (“Senior”) (collectively, “Defendants”) for Negligence, Gross  
7 Negligence and Public Nuisance.

8 Plaintiffs and Defendants engaged in significant litigation arising from Plaintiffs’  
9 allegations and Defendants’ defenses. The parties have now reached an agreement,  
10 which also was negotiated for nearly two years before the parties agreed on terms.

11 **II. SUMMARY OF THE SETTLEMENT**

12 As detailed in the proposed Class Notices submitted as Exhibit 3 to the Settlement  
13 Agreement, under the terms of the Settlement, all persons who fall within the Settlement  
14 Class definition are entitled to a total Settlement Fund of \$1,500,000, to be paid as  
15 follows:

- 16 - Defendant Ametek shall pay \$150,000 in to a “Medical Consultation Fund”  
17 which shall be used to pay for medical consultation for Plaintiffs and Class  
18 Members;
- 19 - Defendant Ametek shall pay \$500,000 in to a “Remediation/Mitigation Fund”  
20 specifically intended for use solely for monitoring, remediation and/or  
21 mitigation activities related to the plume originating from the Former Ametek  
22 Facility;
- 23 - Defendant Senior shall pay \$850,000 in to the “Medical Consultation Fund”  
24 which shall be used to pay for medical consultation for Plaintiffs and Class  
25 Members.

26 Class Members can submit claims by submitting to the Settlement Administrator a  
27 simple claim form confirming their status as a class member. See the Declaration of  
28 Jason Julius, ¶7. The Settlement Administrator will confirm the validity of each Claim

1 Form and confirm that class members have provided the required information to prove  
2 class membership. Julius Decl. ¶8. Class Counsel has selected a qualified medical  
3 doctor to perform a medical consultation for Plaintiffs and Class Members to screen for  
4 medical conditions, including those potentially associated with exposure to  
5 Trichloroethylene (“TCE”) in very high concentrations, including kidney cancer, liver  
6 cancer, and hematolymphatic cancer. There is no objection to the proposed medical  
7 consultation to be performed. Julius Decl. ¶9; *see also* Ex. 4 to the Julius Declaration.  
8 The point of the settlement is to allow class members’ access to a medical professional to  
9 perform specific screening tests relating to TCE. Under the claims alleged, Plaintiffs  
10 were not seeking monetary relief, but instead access to health care professionals to be  
11 tested. This settlement provides not only access to the requested medical consultation, but  
12 also for continued remediation of the TCE plume emanating from the site, an additional  
13 benefit to the class members. Julius Decl. ¶10.

14 Class Counsel will apply to the Court for an award and reimbursement of their  
15 expenses for prosecuting the action on behalf of the Plaintiffs and Class. Class Counsel  
16 will also apply for reimbursement of their incurred attorneys’ fees up to a 25% cap of the  
17 Settlement Funds. Class Counsel also will seek a service payment for time and expenses  
18 to the representative plaintiffs of a maximum amount up to \$5,000 each. Julius Decl.  
19 ¶11. The payment of costs and notice, administration and distribution of the Settlement,  
20 attorneys’ fees and expenses, and payment of representative plaintiffs’ service awards  
21 will be deducted from the total Settlement Fund. Julius Decl. ¶12.

22 In return for these benefits, the claims of all Settlement Class Members against all  
23 defendants arising from the allegations in the operative complaint, will be released as  
24 stated in the Settlement Agreements. Class Members will not waive any right to pursue  
25 non-released claims or redress claims, if any, with any governmental agency. Julius  
26 Decl. ¶13.

27 This Settlement provides an outstanding result because it is within the range of  
28 possible results at trial, providing a fund to be used to pay for medical consultations for

1 the Plaintiffs who were harmed by Defendants’ conduct, as well as funds for remediation  
2 which could not have been obtained at trial. Julius Decl. ¶16.

3 **III. THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND**  
4 **ADEQUATE AND SATISFIES THE CRITERIA FOR PRELIMINARY**  
5 **APPROVAL**

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

7 Pre-trial settlement of complex class actions is a judicially favored remedy.  
8 *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982) (“Voluntary  
9 conciliation and settlement are the preferred means of dispute resolution.”) Strong  
10 judicial policy favors settlement of class actions. *See generally Class Plaintiffs v. City of*  
11 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (“strong judicial policy that favors  
12 settlements, particularly where complex class action litigation is concerned.”); *Linney v.*  
13 *Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998) (same). Public policy also  
14 strongly “favors settlements, particularly where complex class action litigation is  
15 concerned.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *accord*  
16 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 576 (9th Cir. 2004).

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

23 The judge must make a preliminary determination on the fairness,  
24 reasonableness, and adequacy of the settlement terms and must direct the  
25 preparation of notice of the certification, proposed settlement, and date of the  
26 final fairness hearing....

27 \* \* \*

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

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

8 **B. Fairness Presumption**

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

20 The Court must evaluate the fairness of the settlement in its entirety. *Hanlon v.*  
21 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). (“It is the settlement taken as a  
22 whole, rather than the individual component parts, that must be examined for overall  
23 fairness ... [t]he settlement must stand or fall in its entirety.”). But courts must give  
24 “proper deference to the private consensual decision of the parties” because “the court’s  
25 intrusion upon what is otherwise a private consensual agreement negotiated between the  
26 parties ... must be limited to the extent necessary to reach a reasoned judgment that the  
27 agreement is not the product of fraud or overreaching by, or collusion between, the  
28 negotiating parties,” and whether the settlement is fair, reasonable and adequate. *Id.* at

1 1027; *see also Knight v. Red Door Salons, Inc.*, No. 08-1520 SC, 2009 WL 248367, at \*4  
2 (N.D. Cal. Feb. 2, 2009) (“The recommendations of plaintiffs’ counsel should be given a  
3 presumption of reasonableness.”) (citation and quotations omitted).

4 At the preliminary approval stage, a final analysis of the settlement’s merits is not  
5 required. Instead, a more detailed assessment is reserved for the final approval after class  
6 notice has been sent to class members and they have had the opportunity to object to or  
7 opt-out of the settlement. *See Moore’s Fed. Prac.* § 23.135[3] (3d ed. 2005).  
8 Accordingly, “[p]reliminary approval of a settlement and notice to the proposed class is  
9 appropriate: ‘[i]f [1] the proposed settlement appears to be the product of serious,  
10 informed noncollusive negotiations, [2] has no obvious deficiencies, [3] does not  
11 improperly grant preferential treatment to class representatives or segments of the class,  
12 and [4] falls with[in] the range of possible approval[.]’” *Vasquez v. Coast Valley*  
13 *Roofing, Inc.*, 670 F. Supp. 2d at 1125 (citation and internal quotations omitted); *see also*  
14 *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007) (“[t]he  
15 court may find that the settlement proposal contains some merit, is within the range of  
16 reasonableness required for a settlement offer, or is presumptively valid.”).

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

1 herein, the Court should preliminarily approve the proposed Settlement as fair,  
2 reasonable and adequate.

3 Before granting preliminary approval, the court must also determine whether a  
4 class exists. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 117 S. Ct. 2231, 2248  
5 (1997); *Hanlon*, 150 F.3d at 1019.

6 **C. The Court Should Certify The Class For Settlement Purposes<sup>1</sup>**

7 Class treatment is the superior means to adjudicate Plaintiffs' claims. For  
8 superiority, the Court should consider: "(1) the interest of members of the class in  
9 individually controlling the prosecution or defense of separate actions; (2) the extent and  
10 nature of any litigation concerning the controversy already commenced by or against  
11 members of the class; and (3) the desirability or undesirability of concentrating the  
12 litigation of the claims in the particular forum." *True v. American Honda Motor Co.*, 749  
13 F. Supp. 2d 1052, 1062 (C.D. Cal. 2015). A fourth factor – the difficulties of managing  
14 the class action – is not considered when certification is used only for settlement. *Id.* at  
15 n.12. Here all the factors demonstrate class treatment is superior.

16 A proposed class may be certified for settlement purposes if it satisfies Federal  
17 Rules of Civil Procedure 23(a), "namely: (1) numerosity, (2) commonality, (3) typicality,  
18 and (4) adequacy of representation." *Hanlon*, 150 F.3d at 1019 (citing to *Amchem*  
19 *Prods., Inc.*, 117 S. Ct. at 2248). For settlement purposes only, none of the Defendants  
20 objects to a finding that the class elements are met. Julius Decl. ¶17.

21 1. Numerosity

22 Federal Rules of Civil Procedure 23(a)(1) requires that "the class is so numerous  
23 that joinder of all members is impracticable." "Where the exact size of the class is  
24 \_\_\_\_\_

25  
26 <sup>1</sup> The settlement class is defined as "Every person who: 1) attended Magnolia Elementary  
27 School as a student for one or more school years between January 1, 1963 and [date of  
28 preliminary approval]; and/or 2) worked as staff at Magnolia Elementary School for one  
or more school years between January 1, 1963 and [date of preliminary approval]." Julius Decl. ¶18; Settlement Agreement §§ 12.1.1 and 12.1.2.

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 students and staff who attended or  
7 worked at Magnolia Elementary School for one or more school years. The class is  
8 specifically defined to encompass all individuals who may have been exposed to TCE as  
9 a result of the contaminated groundwater. Based on available school records, the class  
10 could include up to approximately 8,308 students and 360 staff workers at Magnolia.  
11 Julius Decl. ¶19. Therefore, the Class is sufficiently numerous such that joinder of all  
12 individual claimants would be impracticable. *See* Fed. R. Civ. P. 23(a)(1).

13           2.    Commonality

14           Rule 23(a)(2) requires “questions of law or fact common to the class.” “All  
15 questions of fact and law need not be common . . . The existence of shared legal issues  
16 with divergent factual predicates is sufficient, as is a common core of salient facts  
17 coupled with disparate legal remedies within the class.” *Hanlon*, 150 F.3d at 1019. “In  
18 the Ninth Circuit, the requirements of Rule 23(a)(2) are construed ‘permissively.’”  
19 *Quintero v. Mulberry Thai Silks, Inc.*, No. C 08-02294 MHP, 2008 WL 4666395, at \*3  
20 (N.D. Cal. Oct. 21, 2008) (quoting *Hanlon*, 150 F.3d at 1019). In addition, all class  
21 members must “have suffered the same injury.” *Wal-Mart Store, Inc. v. Dukes*, 131 S.Ct.  
22 2541, 2551 (2011) (quoting *Gen. Tel. Co. of Sw. v. Falcon* (“*Falcon*”), 457 U.S. 147, 157  
23 (1982)).

24           Here, all Class Members share a common injury because they were all allegedly  
25 exposed to the same toxic plume. This action, therefore, presents common questions of  
26 law or fact concerning whether Defendants caused the existence of the toxic plume and  
27 subsequent groundwater contamination and/or failed to remedy the toxic plume thereby  
28 exposing school children and school staff, such that medical consultation damages are

1 appropriate. Such a determination would resolve all claims “in one stroke.” *Dukes*, 131  
2 S. Ct. at 2551; *In re Ferrero Litig.*, 2011 WL 5557407, at \*3-4. Julius Decl. ¶20.

3 3. Typicality

4 Rule 23(a)(3) sets a “permissive standard,” and the named Plaintiffs’ claims are  
5 typical of the class if they are “reasonably co-extensive with those of absent class  
6 members.” *Hanlon*, 150 F.3d at 1020. Also, the representative plaintiff must be a member  
7 of the class they seek to represent. *Falcon*, 457 U.S. at 156. Here, the proposed Class  
8 Representatives have claims typical to the Class and are members of the Class they seek  
9 to represent. The minor Class Representatives are former students who attended  
10 Magnolia Elementary School for at least one year and one Class Representative, a former  
11 teacher, who was part of the Magnolia staff for at least one year, all of whom had alleged  
12 exposure to the toxic plume and entitled to medical consultation. Julius Decl. ¶21.

13 4. Adequacy of Representation

14 Rule 23(a)(4) requires that the Class Representative parties “fairly and adequately  
15 represent the interests of the class.” There are two issues to be resolved for adequacy: (1)  
16 whether the Class Representatives have interests that conflict with the proposed Class;  
17 and (2) the qualifications and competency of proposed Class Counsel. *In re Live Concert*  
18 *Antitrust Litig.*, 247 F.R.D. 98, 118 (C.D. Cal. 2007). Regarding qualifications of  
19 proposed Class Counsel, the Court should analyze “(i) the work counsel has done in  
20 identifying or investigating potential claims in the action; (ii) counsel’s experience in  
21 handling class actions, other complex litigation, and the types of claims asserted in the  
22 action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel  
23 will commit to representing the class.” Fed. R. Civ. P. 23(g)(1)(A).

24 The Class Representatives do not have any conflict and are appropriate  
25 representatives of the claims and medical consultation damages suffered by the class.  
26 Julius Decl. ¶23.

27 Class Counsel is also adequate, litigating this complex case since 2015, opposing  
28 multiple motions to dismiss, as well as a *Lone Pine* challenge. While discovery was



1 stayed for a significant period of time while the *Lone Pine* motion was pending, Class  
2 Counsel vigorously pursued discovery relating to the toxic plume as part of the  
3 companion matter, *Greenfield*. Class Counsel researched and retained several experts in  
4 conjunction with the monumental effort to oppose the Lone Pine challenge, and those  
5 same experts presented opinions in the course of discovery and a summary judgment  
6 motion in *Greenfield*. All of the experts were deposed in the *Greenfield* matter, many of  
7 whom were retained in this matter and whose opinions relied heavily on information  
8 relating to the same toxic plume and fate and transport analysis. Julius Decl. ¶24.

9 Further, Class Counsel performed extensive work to date in successfully mediating  
10 and negotiating the proposed Settlement over the course of this case’s pendency. Julius  
11 Decl. ¶25. Class Counsel has numerous years’ experience, and demonstrated success, in  
12 bringing claims relating to exposure to toxins and environmental contamination cases.  
13 Julius Decl. ¶26.

14 Settlement Class Counsel are competent, qualified, and will more than adequately  
15 protect the Class’ interests. Accordingly, Plaintiffs request the Court find Class Counsel  
16 are adequate to represent the settlement Class for purposes of settlement, pursuant to Rule  
17 23(g)(1) (requiring a certified class to also have appointed class counsel).

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

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

24 1. The Settlement Was Reached at Arms’ Length

25 “A presumption of correctness is said to attach to a class settlement reached in  
26 arm’s-length negotiations between experienced capable counsel after meaningful  
27 discovery.” *In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005 WL 1594403, at \*9  
28 (C.D. Cal. June 10, 2005) (internal citations and quotations omitted). Moreover, if the

1 terms of the settlement are fair, courts generally assume the negotiations were proper. *See*  
2 *In re GM Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785-86 (3d Cir.  
3 1995).

4 The Settlement was negotiated at arm’s length over the course of the past two  
5 years, settled only after a global resolution could be reached on all claims arising from  
6 the same toxic plume and groundwater contamination exposure. There is “a presumptions  
7 of fairness.” *Gribble v. Cool Transports Inc.*, No. CV 06-04863, 2008 WL 5281665, at  
8 \*9 (C.D. Cal. 2008). The parties engaged in extensive bargaining over the merits and  
9 value of Plaintiffs’ claims and Defendants’ defenses. Julius Decl. ¶27.

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

13 2. The Settlement is Fair for All Claimants

14 The Settlement Agreement provides the same relief to all Class Members,  
15 including the Class Representatives. All Class Members will benefit equally from the  
16 settlement terms. Julius Decl. ¶28.

17 The Settlement Agreement grants the Class Representatives the right to apply to  
18 the Court for an incentive award. The amount of any award is within the Court’s  
19 discretion and, thus, will not be unreasonable in light of the Class Representative’ role in  
20 this case. Plaintiffs will file detailed declarations of the time they spent assisting with  
21 prosecution of this case in connection with the fee plus incentive award motion, which  
22 will then be posted publicly online so that class members can review and comment on the  
23 amounts sought. Julius Decl. ¶29. “It is appropriate for courts to award enhancements to  
24 representative plaintiffs who undertake the risk of personal or financial harm as a result  
25 of litigation. Since without a named plaintiff there can be no class action, such  
26 compensation as may be necessary to induce him to participate in the suit . . .” *Misra v.*  
27 *Decision One Mortg., Co.*, No. SA CV 07-0994 DOC (RCx), 2009 WL 4581276, at \*8  
28 (C.D. Cal. Apr. 13, 2009); *see also In re Cont’l Ill. Sec. Litig.*, 962 F.2d 566, 571 (7th

1 Cir. 1992). Accordingly, the Settlement Agreement does not give preferential treatment  
2 to the Class Representatives.

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

5 Under Federal Rule of Civil Procedure 23(e), the district court must determine  
6 whether the proposed settlement is “fundamentally fair, adequate, and reasonable.” *Class*  
7 *Plaintiffs*, 955 F.2d at 1276. The Ninth Circuit has established several factors that should  
8 be weighed when assessing whether a proposed settlement is fair, adequate, and  
9 reasonable: (1) the strength of Plaintiffs’ case; (2) the risk, expense, complexity, and  
10 likely duration of further litigation; (3) the risk of maintaining class action status  
11 throughout trial; (4) the amount offered in settlement; (5) the extent of discovery  
12 completed and the stage of the proceedings; (6) the experience and views of counsel; and  
13 (7) the reaction of the class members to the proposed settlement. *Hanlon*, 150 F.3d at  
14 1026. “Given that some of these factors cannot be fully assessed until the court conducts  
15 its fairness hearing, a full fairness analysis is unnecessary at [the preliminary approval]  
16 stage ...” *West v. Circle K Stores*, No. CIV. S-04-0438 WBS GGH, 2006 WL 1652598,  
17 at \*9 (E.D. Cal. June 13, 2006). Even though the Court need not, at this stage, assess the  
18 final approval factors, a review of those factors shows that the Settlement Agreement  
19 merits preliminary approval.

20 i. *The Strength of Plaintiffs’ Case*

21 “It can be difficult to ascertain with precision the likelihood of success at trial. The  
22 Court cannot and need not determine the merits of the contested facts and legal issues at  
23 this stage, and to the extent courts assess this factor, it is to determine whether the  
24 decision to settle is a good value for a relatively weak case or a sell-out of an  
25 extraordinary strong case.” *Misra*, 2009 WL 4581276, at \*7. In this case, Plaintiffs were  
26 confident in the strength of their medical consultation claims. However, even if Plaintiffs  
27 succeeded at the time of trial, the remedy they would seek would be limited to monitoring  
28 the class members for potential medical effects relating to exposure to the toxic plume,

1 specifically TCE exposure. Plaintiffs would likely not have been able to require any of  
2 Defendants to remedy the plume in this action for lack of standing and because  
3 remediation was already being overseen by the government agency.

4 Plaintiffs recognize that Defendants have factual and legal defenses that, if  
5 successful, could potentially defeat or substantially impair the value of Plaintiffs' claims.  
6 Julius Decl. ¶30. "The Settlement eliminates these and other risks of continued litigation,  
7 including the very real risk of no recovery after several years of litigation." *In re Nvidia*  
8 *Derivs. Litig.*, No. C-06-06110-SBA (JCS), 2008 WL 5382544, at \*3 (N.D. Cal. Dec. 22,  
9 2008).

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

11 Plaintiffs' claims involve complex issues relating to identifying the origin of the  
12 toxic plume and its fate and transport, meaning how much of the groundwater  
13 contamination impacted these class members. There were highly technical environmental  
14 regulations and governing agencies already involved, including over 40 years of  
15 administrative proceedings. The costs and risks associated with continuing to litigate this  
16 action would require extensive resources, as well as hearings and Court time and  
17 resources, such as dispositive motions and *Daubert* motions, to name a few. "Avoiding  
18 such a trial and the subsequent appeals in this complex case strongly militates in favor of  
19 settlement rather than further protracted and uncertain litigation." *Nat'l Rural Telecomms.*  
20 *Coop v. DirecTV*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). Thus, "unless the settlement is  
21 clearly inadequate, its acceptance and approval are preferable to lengthy and expensive  
22 litigation with uncertain results." *Id.* at 526.

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

24 While Plaintiffs strongly believe that class treatment is appropriate for all reasons  
25 discussed herein, there is always a risk that Plaintiffs would not be able to maintain a  
26 class action status through trial, after dispositive motions. Plaintiffs would have expected  
27 Defendants to oppose any effort to certify a class and reserve their right to file a motion  
28 to decertify again before trial. *See, e.g., In re Omnivision Techs., Inc.*, 559 F. Supp. 2d

1 1036, 1041 (N.D. Cal. 2007); *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 966 (9th  
2 Cir. 2009). In contrast, by settling the action, Defendants effectively accede to  
3 certification for purposes of settlement approval and “there is much less risk of anyone  
4 who may have actually been injured going away empty-handed.” *In re Omnivision*  
5 *Techs.*, 559 F. Supp. 2d at 1041-42. Accordingly, this factor weighs in favor of  
6 preliminary approval.

7 *iv. Amount of Recovery*

8 Defendants agreed to finance a Fund to allow Class Members the ability to seek  
9 medical consultation specifically to screen for medical conditions, including those  
10 potentially associated with exposure to Trichloroethylene (“TCE”) in very high  
11 concentrations. This is important because many class members received notice of the  
12 closing of Magnolia Elementary in 2015, believing it may have been because of the toxic  
13 plume. While the testing to date has not revealed concentrations of TCE in indoor air  
14 inside the school that meets a health risk threshold, the class members have remained  
15 very concerned for their children, as well as their own, health and the medical  
16 consultation benefit will provide peace of mind and to help alleviate parents and staff  
17 concerns about exposure. Julius Decl. ¶31.

18 The settlement also provides funds to be used for remediation of the plume, a  
19 benefit to the Class and all other persons working, residing or attending school over the  
20 plume. Julius Decl. ¶32.

21 The settlement fund is also large enough to pay the cost of Notice to the Class, and  
22 reasonable attorneys’ fees and costs, subject to Court approval. Julius Decl. ¶33.  
23 *DeHoyos v. Allstate Corp.*, 240 F.R.D 269, 322 (W.D. Tex. 2007) (“In an action certified  
24 as a class action, the court may award reasonable attorney fees and nontaxable costs  
25 authorized by...agreements of the parties....” (citing Fed. R. Civ. P. 23(h)). “In fact,  
26 courts have encouraged litigants to resolve fee issues by agreement, if possible.” *Id.*  
27 (citing *Lobatz v. U.S. W. Cellular, Inc.*, 222 F.3d 1142, 1149–50 (9th Cir. 2000) and  
28 *Hanlon*, 150 F.3d at 1029 (upholding district court's award of attorneys’ fees where Court

1 had approved attorneys' fees and costs of \$5.2 million which were negotiated after final  
2 settlement was achieved)).

3 Accordingly, the monetary contributions both Defendants are making support the  
4 Court granting preliminary approval of the Settlement.

5 v. *The Extent of Discovery Completed and the Stage of the*  
6 *Proceedings*

7 Extensive discovery, particularly expert discovery, was completed in the context of  
8 this case, the *Cox* matter, and the *Greenfield* matter. Preliminary settlement was reached  
9 in this matter on the eve of Plaintiffs' filing of Motions for Class Approval, and extensive  
10 expert analysis of the plume and exposure of TCE to Plaintiffs and Class Members had  
11 been completed. Additionally, preliminary written discovery from Plaintiffs had been  
12 undertaken and completed by the parties, and depositions were being scheduled.  
13 Defendants had also begun undertaking class discovery. While discovery was admittedly  
14 stayed for almost two years pending Defendants' *Lone Pine* challenge and this Court's  
15 ultimate denial of Defendants' motion, Plaintiffs' counsel also engaged in significant  
16 expert discovery as part of the *Lone Pine* challenge. Julius Decl. ¶34.

17 vi. *The Experience and Views of Counsel*

18 In contemplating the preliminary approval of a proposed settlement, "[t]he  
19 recommendations of plaintiffs' counsel should be given a presumption of  
20 reasonableness." *Knight*, 2009 WL 248367, at \*4 (citing *Boyd*, 485 F. Supp. at 622); see  
21 also *Nat'l Rural Telecomms. Coop.*, 221 F.R.D. at 528 (citing *Cotton v. Hinton*, 559 F.2d  
22 1326, 1330 (5th Cir. 1977)). "Parties represented by competent counsel are better  
23 positioned than courts to produce a settlement that fairly reflects each party's expected  
24 outcome in litigation." *In re Pacific Enters. Secs. Litig.*, 47 F.3d at 378. Thus, "the Court  
25 should not without good cause substitute its judgment for [counsel's]." *Boyd*, 485 F.  
26 Supp. at 622. Here, "[i]n addition to being familiar with the present dispute, Plaintiff[s']  
27 counsel has considerable expertise in . . . consumer and class action litigation." *Knight*,  
28 2009 WL 248367, at \*4. There is also nothing to counter the presumption that counsel's

1 recommendation concerning settlement is reasonable.

2 Here, the matter was litigated by experienced counsel who have significant class  
3 action experience, as well as extensive experience in litigating environmental and toxic  
4 exposure claims, and mass actions. The law firm of Baron & Budd has handled some of  
5 the largest toxic-tort cases in the history of the United States, including asbestos and  
6 tobacco mass actions, as well as the effects of the BP Oil Spill, one of the largest  
7 contamination cases in America. Likewise, Gomez Trial Attorneys has extensive  
8 experience in class action matters, including numerous multi-week class action trials  
9 (*Allen v. Hyland's, Inc.*, United States District Court, Central District, Western Division,  
10 Case No. 12-cv-1150-DMG-MAN; *Union Square at Broadway Homeowners Association*  
11 *v. Western Pacific Housing-Broadway, et al.*, San Diego Superior Court Case No. 37-  
12 2011-0091935-CU-CD-CTL) and participation as trial and class counsel for various other  
13 class matters, including *Corona v. Sony Pictures Entertainment Inc.*, a data breach case  
14 before the United States District Court, Central District, Case No. 2:14-cv-09600-RGK-  
15 E. The firms expended significant resources and were well-prepared to continue to  
16 litigate the case, but believe the settlement ultimately reached provides important benefits  
17 to the Class Members. Julius Decl. ¶¶4, 10, 13-16.

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

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

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

25 If the Court's *prima facie* review of the relief offered and notice provided by the  
26 settlement are fair and adequate, it should order that notice be sent to the class. Manual  
27 for Complex Litig., § 21.632 at 321. Notice of a class action settlement must be "the best  
28

1 notice practicable under the circumstances, including individual notice to all members  
2 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

3 The proposed Notice and Notice Plan are adequate, constituting the best possible  
4 notice under the circumstances. *See* Julius Decl. ¶35; see also Declaration of Cameron  
5 Azari regarding the Notices and Notice Plan, attached to the Settlement Agreement as  
6 Exhibit 4. The Notices are neutral, and written in an easy-to-understand clear language,  
7 giving consumers (1) basic information about the lawsuit; (2) a description of the benefits  
8 provided by the settlement; (3) an explanation of how Class Members can exercise their  
9 right to object to the settlement or opt-out of the settlement; (4) an explanation that any  
10 claims against Defendant that could have been litigated in this action will be released; (5)  
11 the names of counsel for the Class and information regarding attorney’s fees and  
12 incentive awards; (6) the fairness hearing date, along with an explanation of eligibility for  
13 appearing; and (7) the settlement web site. *Id.* The Notices are also eye-catching and  
14 mirror the exemplar notices set forth in the Federal Judicial Center, Judges’ Class Action  
15 Notice and Claims Process Checklist (2010).

16 The proposed Notice Plan involves (1) for any class member with direct mailing  
17 information, individual notice via first class mail in the form of a summary notice; (2)  
18 publication notice in local newspapers, including East County Californian, San Diego  
19 Union-Tribune, San Diego Voice & Viewpoint, El Latino and Hoy San Diego; (3) a local  
20 internet banner notice for 31 days on the corresponding news websites for the newspapers  
21 previously listed; (4) internet sponsored search listings; (5) Information Release issued to  
22 the general media (print and broadcast) across California and online databases and  
23 websites; and (6) a dedicated website, toll-free telephone number and postal mailing  
24 address. Decl. of Cameron R. Azari.

25 The Parties have selected a qualified third-party Class Action Administrator with  
26 particular expertise in class notice and administration. In light of the foregoing, the Court  
27 should approve the form of Notice, the manner of notice in the Notice Plan, and the  
28 chosen Claims Administrator.



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

<b>Event</b>	<b>Date</b>
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

**IV. CONCLUSION**

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

Dated: March 20, 2020

Respectfully submitted,

By: s/ Jason J. Julius

**BARON & BUDD, P.C.**

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*Attorneys for the Plaintiffs*

**CERTIFICATE OF SERVICE**

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

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

By: s/ Jason J. Julius  
Jason J. Julius  
jjulius@baronbudd.com

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# **EXHIBIT 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<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.

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

<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.

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

**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 6**

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

**HOW TO GET BENEFITS FROM THE SETTLEMENT..... PAGES 6**

- 11. What do I need to do to get medical consultation?
- 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?

**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGES 7-8**

- 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 8**

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

**OBJECTING TO THE SETTLEMENT ..... PAGES 8-10**

- 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 10**

- 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 10**

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

**GETTING MORE INFORMATION..... PAGE 10**

- 26. How do I get more information?

**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 *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?

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



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.xxxxxxxx.com](http://www.xxxxxxxx.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).

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

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

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.xxxxxxx.com](http://www.xxxxxxx.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

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

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.xxxxxxxx.com](http://www.xxxxxxxx.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:

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

**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT 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.xxxxxxx.com](http://www.xxxxxxx.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 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.XXXXXXXXXX.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

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

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

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

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

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

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

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

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

- 7           • Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- 8           • Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- 9           • 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  
coach in the following mobile home park locations:

- 13           • Greenfield Mobile Estates, 400 Greenfield Drive, El Cajon, CA 92021
- 14           • Starlight Mobile Home Park, 351 E Bradley Avenue, El Cajon, CA 92021
- 15           • 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  
Approval; (2) Worked as staff at Magnolia Elementary School  
20 for one or more school years from January 1, 1963 through  
Preliminary Approval.

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

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.  
28

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:

<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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***Local Internet Banner Notice***

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

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

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

***Internet Sponsored Search Listings***

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

17. Clicking on the sponsored search listing will direct the user directly to the case website. The internet sponsored search listings will be geo-targeted to 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.

***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.

***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] 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).<sup>15</sup> 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. Whintenton, *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><i>Rogers v. Clark Equipment Co.</i></b>	Ill. Cir. Ct., No. 97-L-20
<b><i>Garrett v. Hurley State Bank (Credit Card Litigation)</i></b>	Miss. Cir. Ct., No. 99-0337
<b><i>Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)</i></b>	Ont. Super. Ct., No. 00-CV-183165 CP
<b><i>Dietschi v. Am. Home Prods. Corp. (PPA Litigation)</i></b>	W.D. Wash., No. C01-0306L
<b><i>Dimitrios v. CVS, Inc. (PA Act 6 Litigation)</i></b>	Pa. C.P., No. 99-6209
<b><i>Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)</i></b>	Cal. Super. Ct., No. 302887
<b><i>In re Tobacco Cases II (California Tobacco Litigation)</i></b>	Cal. Super. Ct., No. J.C.C.P. 4042
<b><i>Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)</i></b>	136 <sup>th</sup> Tex. Jud. Dist., No. D 162-535
<b><i>Anesthesia Care Assocs. v. Blue Cross of Cal.</i></b>	Cal. Super. Ct., No. 986677
<b><i>Ting v. AT&amp;T (Mandatory Arbitration Litigation)</i></b>	N.D. Cal., No. C-01-2969-BZ
<b><i>In re W.R. Grace &amp; Co. (Asbestos Related Bankruptcy)</i></b>	Bankr. D. Del., No. 01-01139-JJF
<b><i>Talalai v. Cooper Tire &amp; Rubber Co. (Tire Layer Adhesion Litigation)</i></b>	N.J. Super. Ct., No. MID-L-8839-00 MT
<b><i>Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)</i></b>	N.D. Cal., No. C01-3293-JCS
<b><i>Int'l Org. of Migration – German Forced Labour Compensation Programme</i></b>	Geneva, Switzerland
<b><i>Madsen v. Prudential Federal Savings &amp; Loan (Homeowner's Loan Account Litigation)</i></b>	3 <sup>rd</sup> Jud. Dist. Ct. Utah, No. C79-8404
<b><i>Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)</i></b>	Cal. Super. Ct., No. GIC 765441, No. GIC 777547
<b><i>In re USG Corp. (Asbestos Related Bankruptcy)</i></b>	Bankr. D. Del., No. 01-02094-RJN
<b><i>Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)</i></b>	S.D.N.Y., No. 00-CIV-5071 HB
<b><i>Ervin v. Movie Gallery Inc. (Extended Viewing Fees)</i></b>	Tenn. Ch., No. CV-13007
<b><i>Peters v. First Union Direct Bank (Credit Card Litigation)</i></b>	M.D. Fla., No. 8:01-CV-958-T-26 TBM
<b><i>National Socialist Era Compensation Fund</i></b>	Republic of Austria
<b><i>In re Baycol Litigation</i></b>	D. Minn., MDL No. 1431
<b><i>Claims Conference–Jewish Slave Labour Outreach Program</i></b>	German Government Initiative
<b><i>Wells v. Chevy Chase Bank (Credit Card Litigation)</i></b>	Md. Cir. Ct., No. C-99-000202
<b><i>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i></b>	C.P. Pa., No. 99-6210
<b><i>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i></b>	C.P. Pa., No. 01-2771
<b><i>In re PA Diet Drugs Litigation</i></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

<i>Thibodeaux v. Conoco Philips Co.</i>	D. La., No. 2003-481
<i>Morrow v. Conoco Inc.</i>	D. La., No. 2002-3860
<i>Tobacco Farmer Transition Program</i>	U.S. Dept. of Agric.
<i>Perry v. Mastercard Int'l Inc.</i>	Ariz. Super. Ct., No. CV2003-007154
<i>Brown v. Credit Suisse First Boston Corp.</i>	C.D. La., No. 02-13738
<i>In re Unum Provident Corp.</i>	D. Tenn., No. 1:03-CV-1000
<i>In re Ephedra Prods. Liability Litigation</i>	D.N.Y., MDL No. 1598
<i>Chesnut v. Progressive Casualty Ins. Co.</i>	Ohio C.P., No. 460971
<i>Froeber v. Liberty Mutual Fire Ins. Co.</i>	Ore. Cir. Ct., No. 00C15234
<i>Luikart v. Wyeth Am. Home Prods. (Hormone Replacement)</i>	W. Va. Cir. Ct., No. 04-C-127
<i>Salkin v. MasterCard Int'l Inc. (Pennsylvania)</i>	Pa. C.P., No. 2648
<i>Rolnik v. AT&amp;T Wireless Servs., Inc.</i>	N.J. Super. Ct., No. L-180-04
<i>Singleton v. Hornell Brewing Co. Inc. (Arizona Ice Tea)</i>	Cal. Super. Ct., BC No. 288 754
<i>Becherer v. Qwest Commc'ns Int'l, Inc.</i>	Ill. Cir. Ct., No. 02-L140
<i>Clearview Imaging v. Progressive Consumers Ins. Co.</i>	Fla. Cir. Ct., No. 03-4174
<i>Mehl v. Canadian Pacific Railway, Ltd</i>	D.N.D., No. A4-02-009
<i>Murray v. IndyMac Bank. F.S.B</i>	N.D. Ill., No. 04 C 7669
<i>Gray v. New Hampshire Indemnity Co., Inc.</i>	Ark. Cir. Ct., No. CV-2002-952-2-3
<i>George v. Ford Motor Co.</i>	M.D. Tenn., No. 3:04-0783
<i>Allen v. Monsanto Co.</i>	W. Va. Cir. Ct., No. 041465
<i>Carter v. Monsanto Co.</i>	W. Va. Cir. Ct., No. 00-C-300
<i>Carnegie v. Household Int'l, Inc.</i>	N. D. Ill., No. 98-C-2178
<i>Daniel v. AON Corp.</i>	Ill. Cir. Ct., No. 99 CH 11893
<i>In re Royal Ahold Securities and "ERISA" Litigation</i>	D. Md., MDL No. 1539
<i>In re Pharmaceutical Industry Average Wholesale Price Litigation</i>	D. Mass., MDL No. 1456
<i>Meckstroth v. Toyota Motor Sales, U.S.A., Inc.</i>	24 <sup>th</sup> Jud. D. Ct. La., No. 583-318
<i>Walton v. Ford Motor Co.</i>	Cal. Super. Ct., No. SCVSS 126737
<i>Hill v. State Farm Mutual Auto Ins. Co.</i>	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><i>Gottlieb v. Citgo Petroleum Corporation (TCPA)</i></b>	S.D. Fla., No. 9:16-cv-81911
<b><i>McKnight et al. v. Uber Technologies, Inc. et al.</i></b>	N.D. Cal., No 3:14-cv-05615-JST
<b><i>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</i></b>	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<b><i>T.A.N. v. PNI Digital Media, Inc.</i></b>	S.D. GA., No. 2:16-cv-132-LGW-RSB.
<b><i>In re: Syngenta Litigation</i></b>	4 <sup>th</sup> Jud. Dist. Minn., No. 27-CV-15-3785
<b><i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy)</i></b>	D. Puerto Rico, No. 17-04780(LTS)
<b><i>Reilly v. Chipotle Mexican Grill, Inc.</i></b>	S.D. Fla., No. 1:15-cv-23425-MGC
<b><i>Ma et al. v. Harmless Harvest Inc. (Coconut Water)</i></b>	E.D.N.Y., No. 2:16-cv-07102-JMA-SIL
<b><i>Mahoney v TT of Pine Ridge, Inc.</i></b>	S.D. Fla., No. 9:17-cv-80029-DMM
<b><i>Sobiech v. U.S. Gas &amp; Electric, Inc., i/t/d/b/a Pennsylvania Gas &amp; Electric, et al.</i></b>	E.D. Penn., No. 2:14-cv-04464-GAM
<b><i>Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.,</i></b>	S.D. Fla., No. 1:17-cv-21344-UU and No. 1:17-cv-23111-JLK
<b><i>Gordon, et al. v. Amadeus IT Group, S.A., et al.</i></b>	S.D.N.Y. No. 1:15-cv-05457-KPF
<b><i>Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)</i></b>	S.D. Fla., No. 1:17-cv-22967-FAM
<b><i>Orlander v. Staples, Inc.</i></b>	S.D. NY, No. 13-CV-0703
<b><i>Larey v. Allstate Property and Casualty Insurance Company</i></b>	W.D. Kan., No. 4:14-cv-04008-SOF
<b><i>Larson v. John Hancock Life Insurance Company (U.S.A.)</i></b>	Cal. Sup. Court, County of Alameda, No. RG16 813803
<b><i>Alaska Electrical Pension Fund, et al. v. Bank of America N.A et al. (ISDAfix Instruments)</i></b>	S.D.N.Y., No. 14-cv-7126 (JMF)
<b><i>Falco et al. v. Nissan North America, Inc. et al. (Engine – CA &amp; WA)</i></b>	C.D. Cal., No. 2:13-cv-00686 DDP (MANx)
<b><i>Pantelyat, et al v. Bank of America, N.A. et al. (Overdraft/Uber)</i></b>	S.D.N.Y., No. 16-cv-08964-AJN
<b><i>In re: Parking Heaters Antitrust Litigation</i></b>	E.D.N.Y., No. 15-MC-0940-DLI-JO
<b><i>Wallace, et al, v. Monier Lifetile LLC, et al.</i></b>	Sup. Ct. Cal., No. SCV-16410
<b><i>In re: Windsor Wood Clad Window Products Liability Litigation</i></b>	E.D. Wis., MDL No. 16-MD-02688
<b><i>Farrell v. Bank of America, N.A. (Overdraft)</i></b>	S.D. Cal., No. 3:16-cv-00492-L-WVG
<b><i>Hale v. State Farm Mutual Automobile Insurance Company, et al.</i></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. Mediacredit, 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>Al'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)

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- 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.XXXXXXXXXX.COM**



UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

**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

**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**

# 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<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.

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

<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.

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

**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 6**

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

**HOW TO GET BENEFITS FROM THE SETTLEMENT ..... PAGES 6**

- 11. What do I need to do to get medical consultation?
- 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?

**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGES 7-8**

- 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 8**

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

**OBJECTING TO THE SETTLEMENT ..... PAGES 8-10**

- 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 10**

- 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 10**

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

**GETTING MORE INFORMATION ..... PAGE 10**

- 26. How do I get more information?

**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 *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?

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

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.xxxxxxxx.com](http://www.xxxxxxxx.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).

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

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

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

**QUESTIONS? CALL xxx-xxx-xxxx OR VISIT [WWW.XXXXXXXX.COM](http://www.xxxxxxxx.com)**

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.xxxxxxxx.com](http://www.xxxxxxxx.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:

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

**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.xxxxxxx.com](http://www.xxxxxxx.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)**

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

**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.

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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**

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**QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.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.

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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?

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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.xxxxxxxx.com](http://www.xxxxxxxx.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

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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

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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**

		<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**

# 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.

**XXX-XXX-XXXX**

**WWW.XXXXXXX.COM**

## **EXHIBIT 2**



## **Baron & Budd's Practice and Accomplishments**

### **FIRM OVERVIEW**

Baron & Budd, P.C. is among the largest and most accomplished plaintiffs' law firms in the country. With more than forty years of experience, Baron & Budd has the expertise and resources to handle complex litigation throughout the United States. As a law firm that takes pride in remaining at the forefront of litigation, Baron & Budd has spearheaded many significant cases for entities and individuals.

Since the firm was founded in 1977, Baron & Budd has achieved substantial national acclaim for its work on cutting-edge litigation:

- Shareholders Russell Budd, Scott Summy and Roland Tellis were selected to the 2020 edition of *The Best Lawyers in America*. Budd has been selected to *Best Lawyers* every year since 2014 and Summy has been selected to *Best Lawyers* every year since 2006.
- Baron & Budd attorneys serve in prominent leadership roles in MDL 2804, *In re National Prescription Opiate Litigation*. Baron & Budd attorneys and their co-counsel represent over 500 public entities across the nation in litigation against prescription opioid manufacturers and distributors. Baron & Budd shareholder Roland Tellis has been appointed to the Plaintiffs' Executive Committee. The firm's co-founder, Russell Budd, was appointed to the Settlement Committee, and shareholder Burton LeBlanc serves as liaison between the States' Attorneys General and the Plaintiffs Executive Committee.
- In 2019, shareholder Sindhu Daniel was appointed to the Plaintiffs' Steering Committee for the 3M Combat Arms Earplug cases involving the hearing loss of members of the armed services.
- Baron & Budd has been retained by hundreds of individuals and businesses who have sustained significant losses due to the 2017 wildfires and related mudslides in California. In addition, the team represents the following municipalities for losses incurred by the wildfires and mudslides: Sonoma County, Napa County Mendocino County, Santa Barbara County, City of Santa Barbara, the Montecito Water District, Lake County, Ventura County, City of Ventura and Fire Protection Districts. Baron & Budd Shareholder, Scott Summy, has been appointed as Lead Counsel for Public Entity Plaintiffs in the California North Bay Fire Cases, Judicial Council Coordination Proceeding No.: 4955. Mr. Summy along with fellow Shareholder, John Fiske, have been appointed as Lead Counsel for Public Entity Plaintiffs in Southern California Fire Cases, Judicial Council Coordination Proceeding No. 4965.



- Shareholder Burton LeBlanc was a 2017 recipient of the Lifetime Achievement Honor from America's Top 100 Attorneys for his career dedicated to the protection of America's civil justice system. LeBlanc has also been selected for inclusion in the *Louisiana Super Lawyers* list from 2012 to the present (Thompson Reuters).
- Shareholders Scott Summy and Carla Burke Pickrel and associate John Fiske were honored to receive a 2017 Burton Award, which recognizes the finest law firm writers in the country. Summy, Pickrel, and Fiske were selected for their article, "Poison in the Well," which appeared in the August 2016 issue of *Trial Magazine*. The Baron & Budd team is one of only 25 winners selected from nominations submitted by the nation's top 1,000 most prestigious and largest law firms.
- In 2017, shareholder Sindhu Daniel was appointed to the Plaintiffs' Steering Committee in litigation involving kidney damage allegedly caused by Proton-Pump Inhibitors. She was also appointed to the Plaintiffs' Steering Committee in the Essure case involving a potentially defective birth control device.
- In 2016, shareholders Russell Budd and Thomas Sims were appointed to the Plaintiffs' Steering Committee in litigation involving health issues linked to Fluoroquinolone use; Russell Budd was also appointed Plaintiffs' Co-lead Counsel in this litigation.
- In 2016, shareholder Sindhu Daniel was appointed to the Plaintiffs' Steering Committee in litigation involving Johnson & Johnson Talcum Powder allegedly causing ovarian cancer.
- In 2016, shareholder Carla Burke Pickrel was named to the National Trial Lawyers Top 100 Trial Lawyers List for her tireless work representing hundreds of public entities over more than a decade in a wide variety of cases involving drinking water contamination from dangerous chemicals such as atrazine, PCE, MTBE and PCBs.
- In 2016, shareholder J. Todd Kale was named to the National Trial Lawyers Top 100 Trial Lawyers List for his work fighting against companies that knowingly exposed people to asbestos. Kale has spent more than two decades helping victims of asbestos exposure and their families.
- In 2016, shareholder Roland Tellis was appointed to the Plaintiffs' Steering Committee in litigation involving the marketing and sales practices of Volkswagen's "clean diesel" vehicles. Volkswagen is in the process of settling these claims, with settlement values and fines totaling in the billions of dollars.



- In 2015, shareholder Russell Budd was appointed to the Plaintiffs' Steering Committee in litigation involving health issues linked to the drug Zofran.
- In 2015, shareholder Sindhu Daniel was appointed to the Plaintiffs' Steering Committee in litigation involving the recall of the Ethicon Power Morcellator. This was the first ever majority female MDL PSC.
- In 2015, shareholder Russell Budd was appointed to the Plaintiffs' Steering Committees in litigation involving health issues linked to Inferior Vena Cava Filters (IVCs).
- In 2014 Baron & Budd was named to the list of America's Elite Trial Lawyers by *The National Law Journal* in partnership with Law.com. This illustrious list is comprised of 50 law firms that have achieved significant results on behalf of plaintiffs within the previous year and have an established track record of delivering impressive results.
- In 2013, Baron & Budd was a finalist for the Public Justice Trial Lawyers of the Year Award for the firm's work on a \$105 million settlement on behalf of hundreds of public water providers across the Midwest who are struggling with atrazine contamination in their source water.
- In 2013, shareholder Burton LeBlanc was appointed to the Plaintiffs' Steering Committee in litigation involving health issues linked to dialysis product GranuFlo and its sister product, NaturaLyte.
- In 2002-2006, 2008, 2011-2012, Baron & Budd was named to the *National Law Journal's* "Plaintiffs' Hot List" of exemplary plaintiffs' firms in the United States.
- In September 2010, Baron & Budd was one of only four firms chosen to serve on both the Plaintiffs' Executive Committee and the Plaintiffs' Steering Committee of the Multi-District Litigation in the Gulf Oil Spill litigation.
- In 2009, Baron & Budd was a finalist for the Public Justice Trial Lawyer of the Year Award for its recovery of more than \$400 million on behalf of more than 150 municipalities from 17 states regarding contamination of groundwater by the gasoline additive MTBE.
- In 2007, shareholders Russell Budd and Burton LeBlanc were among 14 attorneys nationwide to be honored with the Wiedemann Wysocki National Finance Council Award from the American Association for Justice in recognition of their commitment to the legal profession and their efforts to improve the civil justice system. LeBlanc was recognized for a second time with the award in 2010.



- In 2006, a team of Baron & Budd attorneys received the esteemed Trial Lawyer of the Year Award by the legal non-profit organization, Public Justice, for its work on Arizona groundwater contamination litigation that spanned 21 years, involved over 1,600 plaintiffs, and resulted in a total recovery of more than \$150 million.
- In 2004, *American Lawyer* named Baron & Budd one of the sixteen most successful plaintiffs' firms in the country.
- Baron & Budd has been repeatedly selected by *The Legal 500* as one of the country's premier law firms in mass tort claims and class action litigation.
- Baron & Budd is serving, or has served, on the Plaintiffs' Steering Committee's for the following: Fluoroquinolones, GranuFlo, IVC Filters, Ethicon Power Morcellator, Transvaginal Mesh, Zofran, BP Oil Spill, Chinese Drywall, Takata Air Bags and Volkswagen Clean Diesel.
- Shareholder Burton LeBlanc served as president of the American Association of Justice (AAJ) in 2013. AAJ is the largest trial lawyer non-profit group in the United States.

Additional information about Baron & Budd is available on the firm's website, [www.baronandbudd.com](http://www.baronandbudd.com).

## **SUMMARY OF SIGNIFICANT AREAS OF LITIGATION**

### ***PHARMACEUTICAL AND MEDICAL DEVICE LITIGATION***

#### Actos

Baron & Budd attorneys represented hundreds of individuals who were harmed by diabetes drug Actos. In April 2014, a landmark settlement was reached in this litigation, requiring Takeda Pharmaceuticals and Eli Lilly & Co. to pay a combined \$9 billion in punitive damages after a jury found that the companies hid the cancer risks associated with Actos use.

#### Avandia

Baron & Budd represented over 7,000 victims harmed by use of the diabetes drug Avandia. Shareholder Steve Baron was one of the lead negotiators of a nationwide settlement of Avandia cases favorable to victims.

#### \$177 Million Settlement for Seven States Against Manufacturer GlaxoSmithKline

Baron & Budd represented the states of Kentucky, Maryland, Mississippi, New Mexico, South Carolina, Utah and West Virginia in litigation regarding the fraudulent marketing of the diabetes drug Avandia by manufacturer GlaxoSmithKline. This result is the largest settlement of a pharmaceutical case



ever recorded for several of the involved states. These seven states courageously chose to opt out of the 2012 multistate settlement and, as a result, each state received a much higher settlement than they otherwise would have received.

The lawsuit alleged that GlaxoSmithKline had misrepresented the safety and efficacy of the drug Avandia, stating that Avandia reduced adverse cardiac events, when actually it increases them.

Baron & Budd shareholders Russell Budd and Burton LeBlanc served as co-lead counsel in the litigation, alongside co-counsel and each state's Office of the Attorney General.

#### Essure

Baron & Budd represents more than 2,000 women harmed by use of the now-recalled birth control device Essure. Shareholder Sindhu Daniel serves in a leadership role in the consolidated *In re Essure Product Cases*, JCCP 4887 in Alameda County, California.

#### Fen-Phen

Baron & Budd played a leading role in representing people harmed by the diet drug Fen-Phen. The firm was instrumental in negotiating the Seventh Amendment to the AHP Settlement Agreement, which required the defendants to place an additional \$1.275 billion into a trust for those affected. In addition, Baron & Budd settled Fen-Phen personal injury claims for approximately 3,300 individuals.

#### Fluoroquinolone Antibiotics

Baron & Budd represents many men and women who developed peripheral neuropathy as a result of Fluoroquinolone use. Baron & Budd and co-counsel filed the first lawsuits in the country against Johnson & Johnson, Janssen Pharmaceuticals and Bayer, and Baron & Budd shareholders Russell Budd and Thomas Sims were appointed to the Plaintiffs' Steering Committee for *In Re: Fluoroquinolone Products Liability Litigation*, MDL 2642, and Russell Budd serves as Co-Lead counsel for Plaintiffs. The firm's attorneys investigated and settled claims on behalf of hundreds of individuals.

#### Gilead Tenofovir (TDF)

Baron & Budd is investigating claims for hundreds of individuals that have been injured as a result of taking certain prescription medications developed to treat HIV or those at risk for contracting HIV. Baron & Budd shareholder Sindhu Daniel currently works with leadership in the consolidated litigation *In re Gilead Tenofovir Cases*, JCCP 5043.



### GranuFlo

Baron & Budd shareholder Burton LeBlanc was appointed to the Plaintiffs' Steering Committee in the litigation surrounding dialysis product GranuFlo and its sister product NaturaLyte. Baron & Budd also currently represents hundreds of individuals who were harmed by the use of GranuFlo in their dialysis treatments. The firm's attorneys investigated and settled claims on behalf of hundreds of individuals.

### Inferior Vena Cava Filter (IVC)

Baron & Budd attorneys currently represent individuals with health issues related to faulty IVC filters. Baron & Budd shareholder Russell Budd has been appointed to the Plaintiffs' Steering Committee for *In re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation*, MDL 2570; and *In Re: Bard IVC Filters Products Liability Litigation*, MDL 2641. Baron & Budd attorneys worked closely with other members of the PSC on many aspects of these two multi-district cases, including discovery assessments, document review and taking depositions.

### Lipitor

Baron & Budd attorneys currently represent hundreds of individuals who developed Type II diabetes after taking the cholesterol-lowering drug Lipitor. Litigation is ongoing.

### Opioids

Baron & Budd attorneys serve in many prominent leadership roles in MDL 2804, *In re National Prescription Opiate Litigation*. Baron & Budd attorneys and their co-counsel represent over 500 public entities across the nation in litigation against prescription opioid manufacturers and distributors. Baron & Budd shareholder Roland Tellis has been appointed to the Plaintiffs' Executive Committee. The firm's co-founder, Russell Budd, is active in settlement negotiation, and shareholder Burton LeBlanc serves as a liaison between the States' Attorneys General and the Plaintiffs Executive Committee.

### Risperdal

Baron & Budd represents men who developed abnormal breast growth after taking Risperdal, a medication that was frequently marketed for "off-label" uses. Baron & Budd has filed lawsuits for over 200 clients adversely affected by Risperdal use and litigation is ongoing in this matter. The firm's attorneys investigated and settled claims on behalf of hundreds of individuals.

### Transvaginal Mesh

Baron & Budd managing shareholder and co-founder Russell Budd serves on the Plaintiffs' Steering Committee in litigation regarding transvaginal mesh. Baron &





Budd attorneys currently represent hundreds of individuals who have been harmed by the use of transvaginal mesh. Litigation is ongoing in this case. The firm's attorneys investigated and settled claims on behalf of hundreds of individuals.

#### Xarelto

Baron & Budd represents individuals that suffered severe internal bleeding as a result ingesting the blood thinner Xarelto. Baron & Budd and their co-counsel are filing cases for clients and are investigating potential claims on behalf of hundreds of individuals. Baron & Budd shareholder Sindhu Daniel works with the Plaintiffs' Steering Committee for *In Re: Xarelto (Rivaroxaban) Products Liability Litigation*, MDL 2592, on discovery and other issue affecting Plaintiffs nationwide.

#### Zofran

Baron & Budd attorneys represent children born with health issues and their parents as a result of the ingestion of Zofran during pregnancy. Baron & Budd shareholder Russell Budd serves on the Plaintiffs' Steering Committee for *In Re: Zofran (Ondansetron) Products Liability Litigation*, MDL 2657. Baron & Budd shareholder Sindhu Daniel works closely with other members of the PSC on many aspects this case, including discovery assessments and document review.

#### Other Pharmaceutical and Medical Devices

Baron & Budd is at the forefront of pharmaceutical and medical device litigation and is continually adding new case areas to its litigation practice. Other areas of litigation include (but are not limited to): Benicar, Controlled Substances Act, Depakote, Defibrillator Implants, Eliquis, Hernia Mesh, Metal on Metal Hip Replacements, Invokana, Low Testosterone, Power Morcellator, Pradaxa, Proton Pump Inhibitors, Talcum Powder, and Zolofit.

### ***ENVIRONMENTAL LITIGATION***

#### Litigation Against JUUL Labs for Creating the E-Cigarette Epidemic

Baron & Budd attorneys have filed lawsuits on behalf of some of the largest school districts in California against JUUL for negligence and nuisance claims related to their role in creating the e-cigarette epidemic. The lawsuits seek injunctions and abatement to stop the e-cigarette epidemic, which has severely impacted the school districts by interfering with normal school operations. The Districts also seek compensatory damages to provide relief from the financial losses as a result of students being absent from school, coordinating outreach and education programs regarding the health risks of vaping, and enforcement actions – such as vape detectors, video surveillance, and staff to monitor the schools' property in an effort to combat the e-cigarette crisis.



### Lead Role in the BP Gulf Oil Spill Litigation

Immediately after the explosion that caused the massive BP Gulf Oil Spill, Baron & Budd got to work, helping individuals and businesses that had sustained economic and/or physical damages. Scott Summy, shareholder and head of Baron & Budd's environmental litigation group, serves on the Plaintiffs' Executive Committee and the Plaintiffs' Steering Committee in the oil spill litigation. The firm currently represents hundreds of individuals and companies in ongoing litigation.

### \$420 Million National MTBE Settlement

In May 2008, Baron & Budd helped negotiate a \$423 million settlement on behalf of more than 150 water providers in 17 states regarding Methyl Tertiary Butyl Ether (MTBE) contamination in groundwater. The settlement, reached with many of the country's leading gas companies, requires gasoline refiners to pay water providers' costs to remove MTBE from public drinking water wells and for refiners to pay for treatment of qualifying wells that may become contaminated within the next 30 years.

Plaintiffs' cases were initially filed in their respective state courts before they were later transferred to a Multi-District Litigation (MDL) court in New York. Baron & Budd shareholder Scott Summy, who filed the first-ever MTBE case in the United States, served as national co-lead counsel. Baron & Budd shareholders Celeste Evangelisti, Cary McDougal, Carla Burke Pickrel, Stephen Johnston also represented the plaintiffs.

In 2009, the attorneys who were involved in the MTBE litigation were recognized as finalists for the Trial Lawyer of the Year Award, an annual award given by Public Justice, a non-profit legal organization, for outstanding contributions to the public interest.

### \$105 Million Atrazine Settlement

Baron & Budd served as Class Counsel in litigation regarding the contamination of approximately 1,200 public drinking water systems by the chemical atrazine. Atrazine is a widely used agricultural chemical that is commonly applied to crops throughout the United States to control weeds. Despite the threat of water contamination and industry knowledge of the environmental risks, approximately 77 million pounds of atrazine are sprayed on U.S. crops each year.

The firm represented over thirty water providers primarily throughout the Midwest, including Missouri, Kansas, Ohio and Illinois. In 2012, the Court approved a \$105 million settlement for water systems that have detected atrazine in their water supplies to reimburse the costs of removing the chemical from finished water.



In 2013, the attorneys who worked on the atrazine contamination litigation were recognized as finalists for the Trial Lawyer of the Year Award by legal non-profit organization Public Justice.

#### Toxins in Schools

In 2014, shareholder Scott Summy filed a lawsuit against the Monsanto Company and its corporate successors on behalf of the Town of Westport and Westport Community Schools in Massachusetts regarding the use of polychlorinated biphenyls (PCBs) in schools. According to the court documents, Monsanto allegedly knew about the dangers of PCBs for decades, but failed to warn people of these dangers. The goal of the lawsuit is to force Monsanto to pay for the removal of the PCBs from the schools.

According to the EPA, PCBs are probable human carcinogens and can have serious toxic effects on a person's immune system, nervous system, endocrine system and reproductive system, particularly in developing schoolchildren.

Unfortunately, thousands of schools across America likely contain PCBs. However, because there is no requirement to test, many schools aren't aware of its existence. Baron & Budd intends to fight for awareness and remediation.

#### Clean Air for Schoolchildren

In 2008, Baron & Budd shareholder Thomas Sims represented three San Francisco Bay-area environmental organizations in negotiating a settlement with Laidlaw Transit, Inc. In the settlement, Laidlaw agreed to invest a minimum of \$4.7 million dollars over five years to retrofit older buses in its California fleet with air pollution control devices to reduce harmful diesel exhaust. Laidlaw also agreed to invest \$23.6 million in its fleet over seven years to either retrofit additional buses or purchase new buses that meet the most stringent air pollution standards in the country, which would ultimately protect young children from being exposed to harmful diesel exhaust. The following year, Baron & Budd settled with two additional bus companies, which helped ensure that even more polluting buses would be replaced with newer, cleaner models or retrofitted with pollution control devices.

#### Clean Groundwater in California

In 2004, Baron & Budd shareholder Scott Summy negotiated a string of settlements on behalf of California non-profit Communities for a Better Environment (CBE) that required several major oil companies to upgrade gas station storage tanks, clean up groundwater contamination and take steps to prevent gasoline leakage from thousands of underground storage tanks in California. Monetary and injunctive relief granted in this case was valued at \$107 million.



#### MTBE Settlement on Behalf of the City of Santa Monica

In 2003, Baron & Budd represented the City of Santa Monica in a MTBE contamination settlement with several major oil companies. MTBE had contaminated five of Santa Monica's 11 wells, forcing the City to import water for \$3 million a year.

In total, the oil companies paid \$250 million, which provided funds for Santa Monica to build a water treatment system to clean MTBE from its supply, to continue buying water until the supply was deemed clean and to monitor groundwater quality during and after the cleanup.

#### The Exxon Valdez Oil Spill

In 1993, Baron & Budd was awarded the Public Justice Award for "outstanding contribution to environmental protection and public interest" for its work on the rehabilitation of the damage caused by the Exxon Valdez oil spill in Alaska's Prince William Sound.

The Exxon Valdez oil spill occurred in remote Prince William Sound, Alaska, on March 24, 1989 when the Exxon Valdez, an oil tanker bound for Long Beach, California, struck Prince William Sound's Bligh Reef, ran aground and spilled nearly 11 million gallons of crude oil.

Similar to the 2010 BP Gulf Oil Spill, the cause of Exxon Valdez spill can be pointed primarily at the oil company for neglecting to properly adhere to safety regulations. Exxon failed to repair the tanker's Raycas radar system, which would have warned the crew of an impending collision with the Bligh reef, because it was just too expensive to fix and operate. The tanker had been operating for more than a year without a functioning Raycas radar.

As a result of the Valdez spill, the Oil Pollution Act of 1990 (OPA) was passed, allowing those who lost income or profits because of an oil spill to recover compensation from those responsible for the spill.

#### Groundbreaking Water Contamination Case in Tucson, Arizona

In 1985, Baron & Budd filed a lawsuit on behalf of more than 1,600 Tucson-area residents against an aircraft manufacturer, the City of Tucson and the Tucson Airport Authority over TCE contamination of the community's groundwater. Since Tucson is the largest city in the United States that receives all of its drinking water from underground sources, the industrial solvents used at the airport and aircraft company were of particular concern. Spilled on the ground and seeping through the sandy soil into the groundwater, the invisible yet harmful contaminants caused several unusual forms of cancer and other diseases at almost epidemic levels, particularly among children in the area.



The firm's cutting-edge work on this case not only brought compensation to individuals to help them deal with the consequences of their injuries, it also helped define Arizona law on pollution coverage issues. The litigation spanned 21 years, involved more than 1,600 plaintiffs and resulted in a more than \$150 million total recovery for the people of Tucson.

As a result, the public interest legal organization Public Justice presented the Baron & Budd legal team with its Trial Lawyer of the Year Award in 2006. The award recognizes the trial attorney or attorneys who have made the greatest contribution to the public interest each year by trying or settling a precedent-setting case or group of cases.

### ***TOXIC EXPOSURE LITIGATION***

#### Closing Down the West Dallas Lead Smelter

In the West Dallas Lead Smelter case, Baron & Budd took on local environmental contamination to protect future generations of children from exposure to lead. One of Dallas' largest public housing projects sat in a low-income neighborhood directly across the street from a secondary lead smelter. For many years, the smelter converted used automotive batteries into lead components for resale. Particulate emissions from the factory smokestacks literally blanketed the surrounding community with lead-bearing soot.

Baron & Budd represented more than 200 families in a lawsuit that ultimately closed the lead smelter and paid sizable confidential settlements to court-supervised trusts for 445 children affected by lead poisoning. Although the neurological damage to these children was irreversible, the funds recovered in the settlement have enabled the children to move into adulthood with medical, rehabilitative and vocational assistance. Closing the lead smelter and requiring the company to fund a community soil clean-up project helped prevent future damage to other neighborhood children.

#### Settlement for Central Texas Residents Harmed by Lead Exposure

Baron & Budd represented more than 130 people who were exposed to high levels of lead and other toxic substances while growing up in a small town in Central Texas. Baron & Budd obtained a sizeable confidential settlement for the firm's clients, providing them with the resources to help pay for rehabilitative, psychological and other medical expenses.

#### Settlement for Harms Caused by Chemical Leaks

Baron & Budd successfully represented more than 850 workers injured by exposure to ethylene dichloride (EDC) in Lake Charles, Louisiana as a result of the negligent and reckless conduct of Conoco, Inc., Condea Vista Chemical Company, and a number of contractors that caused one of the largest chemical spills in U.S. history. In addition to its status as a probable human carcinogen, EDC can cause serious damage to the heart, central nervous system, liver, kidneys,



lungs, gastrointestinal system and commonly results in depression, memory loss and personality changes.

### ***FINANCIAL LITIGATION***

#### **\$50 Million Wells Fargo Settlement Regarding Improper Markup of Fees for Broker Price Opinions**

Baron & Budd attorneys reached a \$50 million settlement with Wells Fargo Bank, resolving a case alleging improper markups of fees for broker price opinions (BPOs). A BPO is an informal type of home appraisal prepared by a real estate broker that a lender will typically demand once a borrower defaults on a residential loan. Plaintiffs in the case alleged that their mortgage agreements allowed Wells Fargo to pass through the costs of obtaining the BPOs from third party real estate brokers, but Wells Fargo secretly charged more for the BPOs than the company paid for them. Many homeowners sued, alleging violations of the Racketeering Influenced and Corrupt Organizations (RICO) Act as well as fraud. Plaintiffs' RICO claim was certified as a class action months earlier. Under the terms of the settlement, Wells Fargo will be required to automatically mail checks to more than 250,000 mortgage holders, and class members will not need to fill out a claim form or provide any other type of documentation in order to obtain compensation.

#### **\$410 Million Bank of America Settlement Over Excessive Bank Overdraft Fees**

Baron & Budd attorneys worked closely with other law firms in a class action lawsuit asserting manipulation of data by banks to increase revenue from overdraft fees. The firm helped achieve a \$410 million settlement with Bank of America, the largest bank involved in the bank overdraft fee litigation. The case alleged that Bank of America, along with many other major banks, intentionally reordered debit card transactions to promote overdraft fees. Not only did the case result in repayment of most of these charges, but it also led to widespread changes in the banking system. Because of this lawsuit, many large banks changed their overdraft fee policies, no longer "reordering debits" and not offering "courtesy" overdraft services without customer consent.

#### **\$110 Million Settlement with JP Morgan Chase Over Overdraft Fees Plus \$150 Million in Business Practice Changes**

Baron & Budd served on the Plaintiffs' Steering Committee in a class action lawsuit asserting manipulation of data by numerous national banks in order to increase overdraft fee revenue. The firm led the negotiations in a \$110 million settlement with JP Morgan Chase regarding the bank's manipulative overdraft fee policies. The case alleged that JP Morgan Chase, along with a number of other banks, intentionally reordered debit card transactions to promote overdraft fees. Not only did the case result in repayment of many of these charges to consumers, it also led to widespread changes in the banking system, affecting virtually every American with a bank account. Because of the lawsuit, many large banks have changed their overdraft fee policies, no longer reordering debits and not offering



“courtesy” overdraft services without customer consent. Also, as part of the negotiations, Chase agreed to not charge overdraft fees on debits of \$5 or less.

In 2012, Baron & Budd lawyers were selected as finalists for the 2012 Trial Lawyer of the Year Award by the legal non-profit organization Public Justice for their groundbreaking work on the bank overdraft fee litigation.

#### Predatory Credit Card Practices

Baron & Budd represented the states of West Virginia, Mississippi and Hawaii in litigation against national banks and other financial institutions regarding their unfair and deceptive marketing practices related to their credit card service plans, including payment protection plans. These defendants have preyed upon unsuspecting consumers, including the elderly and the disabled, by charging them for products ancillary to their credit cards when the consumers either did not authorize such charges or could never qualify to benefit from them. The firm settled the state of West Virginia’s claims in this litigation in 2013 for more than \$12.5 million. In 2014, the firm settled the claims of the state of Mississippi for more than \$15 million. The firm also settled the claims of the state of Hawaii in 2014 for more than \$15.5 million.

#### Unlawful Default-Related Fees Charged to Home Mortgage Borrowers

Baron & Budd currently represents homeowners throughout the United States in three separate class action cases regarding unlawfully marked-up and unnecessary fees charged to borrowers who were late on their mortgage payments. The cases, which have been brought against Wells Fargo, JP Morgan Chase and Citi, assert that when borrowers fall behind on their mortgages, the banks assess fees for property preservation, maintenance and appraisal services. According to the lawsuits, however, in order to generate a profit, the banks add a mark-up to the cost of the services and they order them when they are unnecessary. Furthermore, the lawsuits assert that the banks use deceptive language on borrowers’ statements to hide the true nature of the fees.

#### Manipulation of the London Interbank Offered Rate (“LIBOR”)

Baron & Budd represents homeowners throughout the United States in a case regarding the unlawful manipulation of the London Interbank Offered Rate (the “LIBOR” rate) by sixteen different banks, including Bank of America, Citi and JP Morgan Chase. The LIBOR rate is one of the most popular benchmarks for adjustable rate mortgages. The case asserts that the banks’ manipulation of the LIBOR rate caused homeowners to pay higher interest rates on their adjustable rate mortgage loans.

#### Stock Option Back-Dating

Baron & Budd achieved a \$20 million settlement on behalf of individuals who purchased Semtech stock. Firm shareholder Burton LeBlanc served as co-lead counsel in the case. Plaintiffs in the case alleged that Semtech manipulated grant



dates for stock options, which resulted in understatement of Semtech's compensation expenses and overstatement of its reported income.

#### Protecting Shareholders' Interest in Corporate Transition

As co-lead counsel in *In Re: 7-Eleven, Inc. Shareholders Litigation*, Baron & Budd represented shareholders in negotiations to increase the amount of an offer in a transaction turning a publicly-traded company into a privately-held entity. Baron & Budd achieved a \$5 per share increase in the offer that provided an additional \$145 million to 7-Eleven shareholders.

#### Settlement of Mutual Fund Advisors' Breaches of Fiduciary Duties

Baron & Budd represented shareholders in recovering funds in various mutual fund families against the fund advisors for their breach of fiduciary duties for failing to file proof of claim forms in settled securities cases for which the funds were eligible. Baron & Budd reached a series of confidential settlements that resulted in money being returned from the fund advisor to the mutual fund.

#### Protecting Public Investors from Corporate Self-Dealing

In 2010, Baron & Budd successfully protected the interests of public investors in Affiliated Computer Services, Inc. (ACS). While ACS was being sold to Xerox, ACS's management and largest shareholder negotiated a better price for their own shares as well as remarkable future employment compensation packages. The insiders at the same time voted to sell ACS at a price well below its fair market value, which would have forced public shareholders to sell their shares for less. Working with other national law firms, Baron & Budd was able to obtain \$69 million in additional compensation for ACS public shareholders.

### ***CONSUMER RIGHTS***

#### Asbestos

Years ago, Baron & Budd led the fight for victims' rights in two landmark Supreme Court victories, *Amchem Products v. Windsor* and *Ortiz v. Fibreboard Corp.*, which are still widely recognized as among the most significant appellate decisions for consumer rights.

*Ortiz v. Fibreboard Corp.*, 526 U.S. 815, 119 S. Ct. 2295 (1999) was one of the last decisions handed down by the United States Supreme Court in 1999. The Court's 7-2 decision was reached after months of fierce debate over whether future claims by victims of asbestos exposure should be handled as a class action.

Baron & Budd led the charge to dismiss the Fibreboard mandatory class action settlement that would have severely limited the rights of people to pursue individual claims based on the severity of their specific illness and specific circumstances of their exposure.





Writing on behalf of the Court, Justice Souter questioned the fairness of the settlement because, if allowed to go forward, Fibreboard would essentially have had a “get out of jail free card.” Fibreboard would have been able to settle all asbestos claims, including all future claims, with only \$500,000 of the company’s own money, thus retaining virtually all of its net worth at the expense of the victims of its asbestos-containing products.

The *Ortiz* decision corroborated another significant Supreme Court decision in which Baron & Budd also fought for victims’ rights: *Amchem Products v. Windsor*, 521 U.S. 591, 117 S. Ct. 2231, 138 L.Ed2d 689 (1997).

#### Food Product Litigation – Deceptive Advertising

Baron & Budd represents consumers in several cases concerning deceptive and misleading advertising practices committed by food and beverage companies. These cases include an action against a popular protein drink company, which asserted that its meal replacement drinks and bars were unlawfully labeled “healthy” when, in fact, they contained levels of fat and saturated fat deemed to be excessive by the FDA for products labeled as “healthy”, an action against a frozen potato company for allegedly misrepresenting that certain products were “all natural”, although they contained a synthetic chemical preservative; and an action against Abbott Laboratories, which asserts that its “Ensure Muscle Health” drink misleads consumers about the products’ promise that it contains an ingredient that will help the elderly rebuild strength.

#### Lancôme and Avon Anti-Aging Cream Multi-District Litigation – Deceptive Advertising

Baron & Budd attorneys are co-lead counsel for plaintiffs in class action lawsuits currently pending against Lancôme and Avon concerning certain anti-aging and wrinkle cream skincare products. According to the lawsuits, the companies market and advertise the purported unique age-defying benefits of the products to consumers using deceptive and misleading references to clinical studies, trials, tests, patents and other indicia of scientific credibility. But, as alleged in the complaints, the products do not, and cannot, provide the specific age-negating effects they promise to provide.

#### **VEHICLE LITIGATION**

Attorneys at Baron & Budd represent owners and lessees of certain vehicles regarding the vehicle manufacturers’ misrepresentations and failures to disclose material safety information. Baron & Budd attorneys represent owners and lessees of certain Nissan vehicles in a case alleging that the company failed to disclose its knowledge of a defective engine component that could lead to catastrophic engine failure. Baron & Budd attorneys represent owners and lessees of Ford, Lincoln and Mercury vehicles in cases concerning the MyFord Touch/MyLincoln Touch/MyMercury Touch systems, which use Microsoft’s “Sync” software, an in-car communication system thought to put drivers at risk of an accident.



#### Takata Airbags

Baron & Budd, along with co-counsel Labaton Sucharow LLP and Podhurst Orseck P.A., filed the nation's first lawsuits in the Southern District of Florida and the Central District of California regarding the recall of Takata-brand air bags. Litigation is ongoing.

#### Volkswagen "Clean Diesel" vehicles

Baron & Budd attorneys represent owners of Volkswagen "Clean Diesel" vehicles in cases concerning allegations that Volkswagen installed software in these cars that allowed the vehicles to "cheat" emissions tests. Baron & Budd shareholder Roland Tellis was appointed to the Plaintiffs' Steering Committee in this litigation. Volkswagen is in the process of settling these claims, with settlement values and fines totaling in the billions of dollars.

#### Trucking Accident Litigation

Baron & Budd is investigating significant trucking accidents where someone has been seriously injured or even killed as a result of a collision involving a commercial truck. Baron & Budd attorneys and their co-counsel have filed several lawsuits on behalf of seriously injured clients and litigation is ongoing.



## THE FIRMS' SHAREHOLDERS

**Russell W. Budd** is a major force in the world of plaintiff's attorneys, having devoted his more than four-decade career to championing the rights of people and communities injured by corporate malfeasance. Currently Mr. Budd presides over one of the nation's largest plaintiff's firms, Baron & Budd, PC, headquartered in Dallas, Texas, with offices in California, Louisiana, New Jersey, New York and Washington, D.C.

Mr. Budd, a shareholder of Baron & Budd since 1985 and president and managing shareholder since 2002, has expanded the firm from its cornerstone asbestos practice to a national firm capable of tackling the biggest defendants in areas as diverse as pharmaceutical and medical device injury, environmental contamination, employment law, opioids litigation, financial fraud and various other areas of practice.

Over the past decade, Mr. Budd has played significant roles in asbestos litigation on a national level. As chair and member of several asbestos creditors' bankruptcy committees, Mr. Budd successfully resolved over 100,000 victims' claims with some of Wall Street's biggest companies. Mr. Budd was the chief negotiator of a \$4 billion national settlement with Halliburton that established a trust fund to protect present and future asbestos victims throughout the United States – the largest asbestos trust fund of its kind anywhere in the world. He was on the committee that negotiated a \$3.9 billion settlement with United States Gypsum to benefit asbestos claimants. And, he participated in negotiations that led W.R. Grace to agree to fund a bankruptcy trust on behalf of asbestos claimants with nearly \$3 billion in cash and stock equity.

Under Mr. Budd's direction, Baron & Budd provided the initial funding for the launch of the International Pleural Mesothelioma Program at Brigham and Women's Hospital to research curative therapy for Mesothelioma, a cancer caused by exposure to asbestos. The firm has also given generously to the Asbestos Disease Awareness Organization, Lung Cancer Alliance and to other asbestos awareness advocacy organizations.

Mr. Budd serves on the Board of Governors of the American Association for Justice (AAJ) and previously served on the Board of Directors and Executive Committee of the Texas Trial Lawyers Association (TTLA).

On July 13, 2010, Mr. Budd was awarded the prestigious Harry M. Philo Award Trial Lawyer of the Year Award from the American Association for Justice (AAJ) at the organization's annual conference in Vancouver, BC. The award was presented in recognition of his dedicated and consistent leadership in protecting the rights of individuals through the civil justice system. In 2007, he earned the prestigious Wiedemann Wysocki National Finance Council Award from the American Association for Justice, an award honoring attorneys for their commitment to the legal profession and their efforts to improve the civil justice system.



Under Mr. Budd's leadership, Baron & Budd has won numerous awards. The firm was recently named by National Law Journal's to its "Hot List" of exemplary plaintiffs' firms in the United States and has been included in the Hot List eight times.

Mr. Budd and his wife are very involved in the community. One of the causes closest to his heart is Habitat for Humanity, which gives hardworking Dallas families a chance at first-time home ownership. He has personally contributed generously to the "Building on Faith" project, a collaborative initiative between the Dallas Faith Communities Coalition (DFCC), the City of Dallas and Habitat for Humanity to build one hundred affordable single-family homes in West Dallas. In addition, Mr. Budd has donated land to the City of Dallas that enabled completion of a massive bike and hike trail. Mr. Budd previously served on the Foundation Board of the National Comprehensive Cancer Network (NCCN).

In 2014, Mr. Budd, along with his wife, donated \$2.5 million to Southern Methodist University in Dallas to endow The Budd Center for Involving Communities in Education. The Center is a radical concept that works closely with numerous non-profit organizations to help children exit poverty through education. Though the program is initially focused on West Dallas, the program hopes to create a template for the nation in promoting truly substantial change.

**Steve Baron**, Baron & Budd shareholder, is an accomplished litigator known for his tenacity in pursuing justice for victims of corporate misconduct. He currently heads Baron & Budd's mesothelioma and asbestos practice.

As lead of one of the nation's most aggressive litigation teams, Mr. Baron represents clients in cases that have resulted in some of the largest verdicts and settlements for people with mesothelioma and asbestos diseases, as well as clients who have been harmed by unsafe pharmaceuticals. He was the lead negotiator on 17,000 Avandia cases.

Over the past decade, Mr. Baron has been the lead negotiator on many of the firm's mesothelioma settlements and has also been the clients' representative on all major bankruptcy creditor committees. He has represented the firm's clients in major bankruptcy trust negotiations with asbestos companies including W.R. Grace, Owens Corning, Pittsburgh Corning, Babcock & Wilcox Co., and Halliburton.

Mr. Baron served as a lead negotiator in a landmark case against Halliburton that resulted in a \$4 billion settlement, helping to bring financial compensation to tens of thousands of asbestos cancer victims. The Halliburton settlement is still one of the largest asbestos settlements on record.

As the head of Baron & Budd's asbestos and pharmaceutical litigation teams, Mr. Baron has helped build the firm's reputation as a watchdog for consumer protection.



Mr. Baron earned a business degree from the University of Texas at Austin in 1986. He earned his JD from the University of Texas School of Law in 1988.

**Scott Summy** is a shareholder at Baron & Budd, one of the largest and oldest firms in the United States that specializes in environmental litigation. Mr. Summy heads the firm's Environmental Litigation Group, which litigates complex environmental contamination cases all over the country. A large part of the Group's practice focuses on representing public entities in litigation to recover costs of removing chemical contamination from public water supplies, governmental facilities, natural resources, and public property. Through this type of litigation, the Group seeks to shift the costs of remediation to the chemical manufacturers and suppliers responsible for the contamination — and away from public entities and taxpayers. The Group also represents individuals and public entities in large complex cases including wildfires and oil spills.

Mr. Summy and his Group represent large public entities including San Diego, Long Beach, San Jose, Oakland, Berkeley, Portland, Port of Portland, Spokane, Seattle and the State of Washington in environmental and public nuisance actions against Monsanto Company for polluting America's waterways with polychlorinated biphenyls (PCBs). He has been appointed a Special Assistant Attorney General for the State of Washington in the case.

Mr. Summy represents Sonoma County, Napa County, Mendocino County, Lake County, City of Santa Rosa, Ventura County, City of Ventura, Santa Barbara County, City of Santa Barbara, Montecito Water District, Fire Protection Districts and other public entities in both Northern and Southern California in litigation against PG&E and SoCal Edison for damages resulting from the devastating wildfires of 2017. In addition to several public entities, Mr. Summy represents thousands of families and businesses who lost everything due to the negligent maintenance, inspection, and operations of these investor-owned utilities. Mr. Summy also represents Calaveras County in the 2015 Butte Wildfire, including claims for many tens of millions of dollars.

Mr. Summy and the Group are currently seeking relief on behalf of public water providers and individuals against E. I. du Pont de Nemours and The Chemours Company for decades-long contamination of the Cape Fear River, along with the air and groundwater near the Fayetteville, North Carolina, plant, from Gen-X compounds and dozens of other per- and polyfluoroalkyl substances in the PFAS chemical family. For 35 years DuPont and Chemours have contaminated the river and over a hundred private wells around the plant. Mr. Summy and the Group represent Brunswick County, the Town of Wrightsville Beach, and the Lower Cape Fear Water & Sewer Authority as they seek to recover the costs of removing all PFAS chemicals before the water is distributed to the public. The Group also represents the owners of most of the private wells around the plant that have been contaminated and is seeking damages for well filtration, all costs associated with filtration and property damage. This case is of national significance as focus has shifted to the prevalence of PFAS chemicals around the country.



Mr. Summy regularly represents public water providers (e.g., municipalities, water districts, utilities, and school districts) whose water is contaminated by intrusive chemicals. On behalf of these clients, Mr. Summy seeks cost recovery for treatment facilities, operation and maintenance costs, out-of-pocket expenses, and administrative costs. Mr. Summy also represents private well owners around the country whose wells are contaminated.

The Environmental Litigation Group has represented hundreds of public water providers in litigation arising from contamination of water supplies with MTBE, a gasoline additive. Among numerous MTBE cases, Mr. Summy served as Co-Lead Counsel in the MTBE Multi-District Litigation pending in New York. Mr. Summy has recovered significant dollars against major oil companies who decided to blend MTBE into gasoline knowing that it would likely contaminate water supplies. Mr. Summy and his Group have represented over 200 public water providers and recovered in excess of \$1 billion. Mr. Summy continues to file new MTBE cases across the country and currently represents the States of Vermont and Rhode Island and a number of municipalities in new MTBE litigation.

Mr. Summy also represented all public water providers in the United States whose water was contaminated with atrazine, a common agricultural chemical used on corn and other crops. On behalf of these water providers, the Group brought claims against Syngenta, the company that makes atrazine and is aware that its normal use causes drinking water contamination. Mr. Summy negotiated a settlement awarding \$105 million to public water providers nationwide.

Mr. Summy's experience with environmental litigation led to a leadership role in the litigation arising from the Deepwater Horizon explosion and oil spill in the Gulf of Mexico. In 2010, he was appointed to the Plaintiffs' Steering Committee and Plaintiffs' Executive Committee in the Gulf Oil Spill Multi-District Litigation in the Eastern District of Louisiana. In that capacity, he played a critical role in negotiating a settlement and claim procedure for the tens of thousands of individuals, businesses, and governmental entities injured by the oil spill. The Group recovered approximately \$153 million on behalf of oil spill clients it directly represented. The leadership groups to which Mr. Summy was appointed laid the groundwork for over \$13 billion in recoveries for thousands of individuals, businesses and public entities impacted by the oil spill.

Mr. Summy also successfully represented the City of Santa Barbara in an oil spill caused by Plains All American. He and the Group now represent Santa Barbara County in the same oil spill.

Mr. Summy had his Group have successfully represented eight public water providers against the chemical manufacturers of TCP. To date, the Group has recovered approximately \$220 million on behalf of its clients.

The Environmental Litigation Group's important work for public water providers has been recognized by the legal community on a number of occasions. His groundbreaking work for California communities affected by MTBE won Mr. Summy and his legal team the "Attorneys of the Year" award from California



Lawyer in 2001. And Public Justice twice named Mr. Summy and his team as Finalists for the organization’s Trial Lawyer of the Year Award — in 2009, for cases arising from MTBE contamination, and again in 2013, for cases arising from atrazine contamination. In 2016, Mr. Summy was named in Best Lawyers® Mass Tort Litigation/Class Actions – Plaintiffs as “Lawyer of the Year” in Dallas/Fort Worth, a distinction awarded each year to the attorney who receives the highest voting average by his peers in the Dallas/Fort Worth Metroplex for his area of practice. Mr. Summy has also been included in The Best Lawyers in America in Mass Tort Litigation/Class Actions – Plaintiffs every year since 2006 (Best Lawyers®, 2006-2019).

Mr. Summy is licensed to practice law in Texas, North Carolina and New York. He is AV-rated by Martindale Hubbell.

**Dan Alberstone** co-manages Baron & Budd’s Los Angeles law office. He has more than 30 years of broad experience prosecuting complex litigation matters, including extensive jury trial experience. He specializes in consumer class action litigation in the areas of consumer protection and financial fraud.

Mr. Alberstone’s reputation for tenacious representation and zealous advocacy, as well as his proven track record, has led to his selection as lead trial counsel in numerous complex, high-stakes litigation cases, as well as his appointment as lead class counsel in a number of high-profile class action cases, including cases against large national banks and multinational corporations. Some of Mr. Alberstone’s notable consumer class action cases include *Payne v. Bank of America, N.A., et al.*, involving manipulation of the LIBOR U.S. Dollar rate, *Bias et al. v. Wells Fargo & Company, et al.*, concerning illegal mark-ups of default related fees, *Ellis v. JP Morgan Chase* and *Stitt v. Citibank*, concerning unlawful charging of unnecessary default fees, *Waldrup v. Countrywide Financial Corporation*, concerning illegal charging for fraudulent appraisals, *Weiner v. Ocwen Financial Corporation*, involving illegal assessment of default-related service fees that contained undisclosed mark-ups, and *Ono v. Head Racquet Sports USA*, concerning false advertising of Head tennis racquets.

Mr. Alberstone also represents governmental entities in enforcement of their consumer protection laws. He is currently representing the states of Hawai’i and New Mexico against Bristol-Myers Squibb and Sanofi for unfair and deceptive business practices in the marketing of the antiplatelet drug Plavix. According to the allegations in the complaints filed, these pharmaceutical companies failed to disclose to prescribing physicians and patients that Plavix has diminished or no effect on a significant portion of the patient population in these states and that those patients for whom Plavix would not work could have been identified through a simple genetic test.

The Los Angeles Daily Journal has recognized Mr. Alberstone for obtaining one of the top plaintiff’s verdicts in 2009. He has been consistently selected for inclusion on the Southern California Super Lawyers list since 2005 (Thomson Reuters) and served several years on the Board of Governors of the Association of Business Trial Lawyers.



**Carla Burke Pickrel** is a shareholder with Baron & Budd. After several years in Baron & Budd's appellate section, Ms. Pickrel joined the Environmental Litigation Group in 2004. As one of the pioneers of the Group, she has worked to develop legal strategy for cases arising from methyl tertiary-butyl ether (MTBE), atrazine, perchloroethylene (PCE), polychlorinated biphenyl (PCB), and per- and polyfluoroalkyl substance (PFAS) contamination of drinking water supplies. In her time with the Group, she has represented hundreds of public entities — villages, towns, cities, utilities, school districts, and states.

Ms. Pickrel is particularly excited to litigate cases involving firefighting foams that release toxic perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) whenever used. Recent testing has detected these chemicals in drinking water supplies nationwide. "The manufacturers of these foams knew about the potential for contamination, yet sold the products for use at military and civilian airports all across America without warning users of the potential harm caused to communities", she says. Baron & Budd represents water providers dealing with the contamination now. These and all similar cases pending in federal courts across the United States were recently consolidated in multidistrict litigation (MDL) 2873 before Judge Richard Gergel in Charleston, South Carolina.

Ms. Pickrel also represents cities and states along both the Atlantic and Pacific coasts including Baltimore, San Diego, Long Beach, San Jose, Oakland, Berkeley, Chula Vista, Portland, Port of Portland, Spokane, Seattle and the State of Washington in actions against Monsanto Company for polluting America's waterways with PCBs. She has been appointed a Special Assistant Attorney General for the State of Washington in the case.

Ms. Pickrel's current work rests on her long experience with nationwide environmental litigation. For more than 15 years, she has been a leader in nationwide litigation arising from MTBE contamination on behalf of more than 200 water providers in more than 20 states. She also played a major role in a nationwide class action settlement for providers whose water supplies are contaminated with atrazine, an agricultural chemical.

Putting her experience to work in new areas is an energizing part of Ms. Pickrel's work, and she is motivated by the prospect of restoring natural resources for future generations. "In some areas, people are advised not to swim in contaminated water or eat fish from certain areas. We are working to restore those resources so that they can be used again." And she is driven by the results she sees at Baron & Budd. "The work we do helps entire communities. Baron & Budd makes people's everyday lives better," she says.

Her work has earned her recognition by professional organizations. Ms. Pickrel was named to the National Trial Lawyers' Top 100 Civil Plaintiff Trial Lawyers, 2016-2019, selected as a Super Lawyers "Rising Star of Texas Law" (Thomson Reuters, 2006) and, with her colleagues, was twice-nominated for Public Justice's Trial Lawyer of the Year Award — in 2009 and in 2013.





While in law school at Southern Methodist University, Ms. Pickrel was on a team that successfully represented a disabled man whose lack of medical treatment while in the custody of the Dallas county jail amounted to cruel and unusual punishment. After graduation, she returned to SMU as an adjunct clinical instructor of law to brief and argue the appeal of *Lawson v. Dallas County*, 112 F.3d 257 (5th Cir. 2002) before the United States Court of Appeals for the 5th Circuit.

**David Cannella** is a shareholder in the Louisiana offices of Baron & Budd. As a member of the Mesothelioma Litigation Group, he serves asbestos victims across the gulf state. After graduating from Louisiana State University's Paul M. Hebert Law Center in 1999, Mr. Cannella served as a law clerk to the Honorable Pascal F. Calogero, Jr., Chief Justice of the Louisiana Supreme Court. Following his service to Chief Justice Calogero, Mr. Cannella served as Assistant District Attorney for Orleans Parish. While working in Harry Connick's office, Mr. Cannella was assigned to the Narcotics Screening Division and the Felony Trial Division. In addition, he served as an advisor to the Orleans Parish Grand Jury.

Since 2001, Mr. Cannella has focused on litigation pertaining to toxic torts, product liability, serious personal injury, and wrongful death, successfully handling multi-million dollar cases and numerous jury and bench trials, both in state and federal court. He continues to focus on mesothelioma and other product liability cases for Baron & Budd throughout the State of Louisiana.

In one such case, Mr. Cannella obtained a \$6.4 million verdict against an asbestos product manufacturer for a 60-year-old nurse who was diagnosed with mesothelioma. David Cannella speaks passionately about how small a sum such verdicts bring when weighed against the horrors of suffering a slow, suffocating death from mesothelioma cancer. "Twelve million, fifteen million...twenty-five million dollars cannot fill the terrible hole created in the lives of hard-working families whose loved ones have suffered and died as a direct result of the callous disregard that asbestos corporations held for workers. No one would exchange his or her health or the health of a loved one for twenty million dollars, knowing he, she or a family member will suffer the type of painful death caused by asbestos cancer."

**Christopher Colley** is a shareholder in the Dallas offices of Baron & Budd. He began helping asbestos victims and their families in 2001, primarily along the Texas coast. He participated in hundreds of asbestos cases representing various trades of construction along with chemical and oil refinery workers, including pipefitters, boilermakers, carpenters, electricians and certainly those involved with insulation materials.

Starting in 2006 Mr. Colley began to work almost exclusively in the state of Louisiana. He utilized his extensive experience from having worked with individuals in the industrial settings of Beaumont, Houston, Galveston and Freeport and put that to work representing asbestos victims who live and work along the lower Mississippi River. Since 2006 Mr. Colley has successfully



litigated or settled hundreds of asbestos cases in Louisiana representing victims and their families from Baton Rouge all the way down the river to New Orleans.

Christopher Colley handles an active docket in Louisiana and appears in courts across the state. He has managed cases in East and West Baton Rouge, Ascension, St. James, New Orleans, Calcasieu, Morehouse, Ouachita, Caddo, Iberville, Point Coupee, and St. Bernard parishes. Mr. Colley strives to help his clients make sense of what has happened to them and their families through his experience and keen understanding of toxic tort law. “The best thing I can do as a lawyer,” he says, “is help people in the most difficult time of their lives to find answers and seek justice.”

**Jennifer Fountain Connolly** is a Shareholder in Baron & Budd’s Washington, D.C. office. She has two decades of experience leading national, complex litigation matters including antitrust, pharmaceutical and consumer fraud class actions, qui tam cases, and cases brought by state attorneys general and other governmental entities. Since working on multistate investigations as an Assistant Attorney General, Ms. Connolly has enjoyed working with parties and attorneys around the country to litigate and resolve some of the country’s largest cases.

Ms. Connolly has held significant roles in many of the largest pharmaceutical class actions and state attorney general cases in the last ten years. She currently represents the States of Ohio, Mississippi, Arkansas and Louisiana, as well as several municipalities in their cases against manufacturers and distributors of opioids, and leads the litigation filed by those entities. Ms. Connolly performed a key role in litigation against McKesson Corporation, alleging the company engaged in a scheme that raised the prices of more than 400 brand name drugs. That case resulted in a \$350 million private class action settlement, an \$82 million settlement for municipalities throughout the United States, and numerous settlements on behalf of state attorneys general. Ms. Connolly was also a member of the team that successfully tried the Average Wholesale Price (AWP) litigation against four pharmaceutical defendants, obtaining a verdict that was subsequently affirmed in all respects by the First Circuit Court of Appeals.

Before joining Baron & Budd, Ms. Connolly was a Partner at Hagens Berman Sobol Shapiro and led its Washington, D.C. office. She handled all types of complex litigation including pharmaceutical pricing and marketing fraud, antitrust class actions and qui tam litigation. Prior to working at Hagens Berman, Ms. Connolly was a partner at Wexler Wallace LLP, practiced at a litigation boutique in Denver, Colorado, now part of Sherman & Howard, and was an Assistant Attorney General in the Business Regulation Unit of the Colorado Attorney General’s office.

In addition to being a litigator, Ms. Connolly enjoys mentoring young attorneys and takes pride in the long list of mentees who continue to keep touch with her as they grow in their careers. When not at the office, Ms. Connolly enjoys traveling with her husband and two children and attempting to tackle the “to be read” pile of books next to her bed.



**Sindhu Daniel** manages the firm's Pharmaceutical Litigation Group and has a passion for representing people harmed by big pharmaceutical companies which have marketed their products as safe when they are not or have otherwise misrepresented the efficacy and toxicity of their medical commodities. Over the course of her career Ms. Daniel has played significant roles in complex multi-district litigation involving Vioxx, Fresenius Granuflo/Naturalyte dialysis products, Actos, DePuy Orthopaedics and Celebrex, to name a few. Among her work on numerous settlements, she was instrumental in negotiating the \$4.85 billion settlement in *In Re: Vioxx Products Liability Litig.* (E.D. La, MDL No. 1657), involving injuries of heart attack, stroke and sudden cardiac death caused by the painkiller's blockage of an important blood pressure regulating enzyme in the body, a \$2.5 billion settlement in *In Re: DePuy Orthopaedics ASR Products Liability Litig.* (N.D. Ohio, MDL No. 2197), involving injuries caused by design flaws in hip implants, and a substantial settlement in *In Re: Fosamax Products Liability Litig.* (S.D.N.Y, MDL No. 1789), involving the injury of osteonecrosis of the jaw.

Ms. Daniel has also served as co-lead negotiator on behalf of a large group of plaintiffs in a case involving severe and permanent injuries caused by transvaginal mesh implants. She was instrumental in building consensus with other plaintiffs' attorneys and actively led negotiations with defendants. In addition, Ms. Daniel has extensive experience in devising settlement matrices used to allocate funds in pharmaceutical and medical device mass torts. She has also successfully negotiated numerous confidential settlements in complex mass tort litigations.

In 2015, Sindhu Daniel was appointed as a Plaintiff's Steering Committee (PSC) member by the Honorable Judge Eldon E. Fallon in *In Re: Xarelto (Rivaroxaban) Products Liability Litigation* (E.D. La., MDL No. 2592). She currently holds positions as co-chairs of the Administrative Committee and Privilege-Log Subcommittee. Additionally, as a member of the Bellwether Committee, Ms. Daniel serves as the point person between plaintiffs and MDL Centrality, an online exchange portal that facilitates the assembly, organization, inventory, exchange, and analysis of massive amounts of data and documents, and provides an automated method to serve, store, monitor and use Plaintiff and Defendant Fact Sheet information. In this capacity, Ms. Daniel organizes and evaluates large amounts of data and provides critical case information to her respective plaintiff's committees which is used to devise bellwether strategy and analyze cases for trial selection.

In 2016, she was appointed as a PSC member by the Honorable Kathryn Vratil in *In Re: Ethicon, Inc., Power Morcellator Products Liability Litigation* (D. Kansas, MDL No. 2652) and appointed as a PSC member by the Honorable Freda Wolfson in *In Re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation* (D. New Jersey, MDL No. 2738). In 2017, she was appointed as a PSC member by the Honorable Winifred Y. Smith in *In Re: Essure Product Cases*, JCCP No. 4887.



Ms. Daniel was also appointed by the Plaintiffs' Executive Committee to serve as co-chair of the Plaintiff's Bellwether Committee in *In Re: Fresenius Granuflo/Naturalyte Dialysis Products Liability Litig.* (D. Mass., MDL No. 2428), which involves sudden, fatal heart attacks caused by drugs used to neutralize the buildup of acid in the body during kidney dialysis. As part of her responsibilities on these important cases, Ms. Daniel has worked with her colleagues to develop case evaluation grids instrumental in tracking similar themes among large pools of plaintiffs.

Serving in these leadership roles, Ms. Daniel routinely navigates the intricate issues which frequently present themselves in complex mass torts. She works closely with other plaintiffs' attorneys to build consensus on a coordinated approach to litigation. With such extensive experience, Ms. Daniel is a frequent speaker and presenter at various continuing legal education seminars and webinars which deal with issues pertaining to emerging mass tort litigation. She has also been invited to share her knowledge by lecturing at national litigation seminars.

Ms. Daniel graduated from Temple University in Philadelphia, Pennsylvania in 1991 and Temple University James E. Beasley School of Law in 1994. She is licensed in Pennsylvania, New Jersey and Michigan.

**Catherine Hancock Dorsey** is a senior appellate attorney and shareholder in the Washington D.C. offices of Baron & Budd. She brings almost 17 years of experience at the Department of Justice to Baron & Budd's robust opioid practice and has briefed and argued an array of complex cases in her lengthy career. At Baron & Budd, Ms. Dorsey handles, advises, and strategizes on appellate and other issues. "I am excited to bring my appellate expertise to Baron & Budd to help strategize and be forward-thinking in our trial and appellate briefing. It is especially exhilarating to dig into an emerging area of the law with respect to opioid litigation."

As an undergraduate at Harvard University, Ms. Dorsey majored in Russian Studies, which happened to coincide with the collapse of the Soviet Union. After receiving her Bachelor of Arts degree Magna Cum Laude in 1996, she worked for the Academy of Educational Development and the International Research & Exchanges Board, two nonprofit organizations which, at the time, were both engaged in educational and technical training programs for students and professionals from the former Soviet bloc countries, including on topics such as development of the rule of law. From her interest in watching Russia begin to rebuild its legal system from the vestiges of the old Soviet legal structure, Ms. Dorsey became keenly interested in our own rule of law. She headed off to law school, graduating Magna Cum Laude from Georgetown University Law Center in 2001 with her Juris Doctor and a concurrent Master of Science degree in Foreign Service.

During her time at Georgetown, Ms. Dorsey worked as a summer associate at the U.S. Department of Defense in the office of General Counsel, International Affairs, sparking her initial interest in what would eventually become an almost two-decade relationship with the Department of Justice. She also served as



Articles Editor on the Georgetown Law Journal and as research assistant to Professor Viet Dinh, whose distinguished expertise lay in law and economics and constitutional law.

After graduating from law school, Ms. Dorsey spent a year clerking for the Honorable Juan R. Torruella on the United States Court of Appeals for the First Circuit in San Juan, Puerto Rico. During her time in Puerto Rico, Ms. Dorsey delighted in her close proximity to the beach and savored Puerto Rican food (mofongo is still a favorite), as well as the warm and welcoming culture. She was fascinated by local politics, which revolved around Puerto Rico's status as a United States territory and the issue of whether Puerto Rico should seek to become a state.

In 2002, Catherine Dorsey joined the U.S. Department of Justice through the Attorney General's Honors Program, where she spent almost seventeen years arguing complex and significant statutory, administrative, immigration, tort, and employment discrimination cases before the federal courts of appeals. As part of the Civil Division's Appellate Staff, she argued cases which dealt with matters such as the Freedom of Information Act, national security, and Bivens actions, which are special 'implied causes of action' created by the Supreme Court to allow private individuals to sue federal employees for constitutional violations. Ms. Dorsey presented more than forty oral arguments on behalf of the Government, including arguments before every United States Circuit Court of Appeal.

As an attorney on the Appellate Staff, Ms. Dorsey served as lead counsel for the government in scores of cases, representing a diverse array of federal agencies. In addition to consulting and coordinating with client agencies and trial attorneys to develop the Government's legal strategy and defenses, she drafted numerous Supreme Court merits briefs, and she also served for a term on the Appellate hiring committee.

Ms. Dorsey joined the Justice Department right after the 9-11 terrorist attacks. As a result, she spent a number of years embroiled in litigation to assist the United States in its defense against terrorism, including litigation involving the detention of enemy combatants at Guantanamo Bay, Cuba. Ms. Dorsey found this litigation a captivating mix of law and history, as many of the legal issues were ones that had not been addressed by courts since World War II, and needed to be re-examined in light of novel concerns about modern-day warfare and terrorism. One of her most interesting and important cases was defending the Government against a First Amendment challenge seeking disclosure of classified government videos depicting a Guantanamo detainee.

In 2017, Ms. Dorsey took advantage of opportunities within the Department of Justice to broaden her experience by serving as Counsel to the Assistant Attorney General, where she managed and coordinated some of the Civil Division's high-profile litigation. In addition to drafting filings and arguing motions in District Court, she developed litigation strategy and coordinated closely with DOJ leadership, the Office of the Solicitor General, and White House Counsel. She saw



the Counsel position as an opportunity to work closely with incoming DOJ leadership at a time when the administration was short-staffed and needed help from long-term employees who “knew the ropes.”

Moving to the private sector in 2019 was a decision Catherine Dorsey embraced as a prime opportunity to use her significant skills to make a worthy impact and serve the public in a new way. “Joining Baron & Budd is a great fit for me, where I can apply my legal writing and reasoning skills to the opioid epidemic and its associated litigation.”

When Catherine Dorsey is not immersed in legal tomes or reading novels in their native languages, such as Tolstoy’s *Anna Karenina*, she enjoys spending time with her husband and two sons. She likes to run, finding the rhythmic pounding on the pavement and solitary outside time to be a soothing counterpoint to the frenetic pace of a busy law practice. She is also a certified scuba diver who relishes the contemplative tranquility of life at ten fathoms in places like Aruba, Bonaire, Curacao, Puerto Rico and Hawaii.

**Celeste Evangelisti** has devoted almost two decades of her career to representing individuals, municipalities and public water suppliers who seek to recover costs to clean up contamination from the companies responsible – those who put dangerous products into the stream of commerce without ensuring they will not cause extensive environmental contamination. A shareholder with Baron & Budd’s Environmental Law Group, Ms. Evangelisti currently represents plaintiffs in several states across the country who face a variety of contamination issues.

Ms. Evangelisti is a well-known figure in national litigation arising from contamination caused by the gasoline additive Methyl tertiary-butyl ether (MTBE), having been among the first lawyers to litigate cases against oil refiners who blended MTBE into gasoline.

Ms. Evangelisti started her career at a large defense firm, representing some of the biggest corporations in the world in product liability cases. In 1999, Ms. Evangelisti used the knowledge she gained representing defendants in those cases and began working with Scott Summy, who represented corporate *victims* of wrongdoing. Mr. Summy was then expanding his groundwater contamination practice to California and other states. Mr. Summy brought his team to Baron & Budd in 2002, ultimately forming and expanding what is now the Environmental Law Group. Through the years, Ms. Evangelisti has assisted in the representation of over 150 water providers in MTBE cases.

Celeste Evangelisti’s knowledge and skill have been put to work in many other water contamination cases as well, including those involving perchloroethylene (PCE), Trichloropropane (TCP) and Atrazine. She recently began working on the firm’s PCBs-in-schools cases, which inspire her every day. “I can’t imagine a more important cause than to protect the nation’s children,” she says.

Hard-driving and tenacious, Ms. Evangelisti legal prowess has earned her many professional honors and awards. Ms. Evangelisti is AV-rated by Martindale-



Hubbell, its top rating. She was a member of the legal team representing Communities for a Better Environment (CBE) which was named “Attorneys of the Year” for Environmental Law in 2001 by California Lawyer (Daily Journal Corp.) for the resolution of a precedent-setting case requiring major oil companies to clean up more than a thousand sites contaminated by the gasoline additive MTBE. Ms. Evangelisti has been nominated twice for Public Justice’s prestigious “Trial Lawyer of the Year” award (2009, 2013) for her work on MTBE and Atrazine respectively, and she was named a “Texas Super Lawyer” for three straight years (Thompson Reuters, 2003-2005).

Ms. Evangelisti has been a frequent speaker and presenter on legal topics concerning the prosecution of water contamination cases involving the gasoline additive MTBE and other contaminants of concern. “The lengths to which some polluters will go to increase their profits at the expense of the well-being of entire communities never ceases to amaze me,” she says. “It is ultimately very satisfying to bring these companies to justice and protect the environmental integrity of our water supplies.”

**John Fiske** is California’s leading public entity-as-plaintiff lawyer, having resolved over \$1.385 billion dollars for public entities in the past two years. He has dedicated his career to “protecting what’s right” in so many ways: mentoring youth, rescuing farm animals, and seeking justice for those whose health and homes have been decimated by polluters and the manufacturers of pollutants throughout the United States. Mr. Fiske represents large public entities including the Counties of Baltimore, Los Angeles and San Diego, the cities of Long Beach, San Jose, Oakland, Berkeley, Chula Vista, Portland, Port of Portland, Spokane, Seattle, Tacoma and Baltimore, and the State of Washington in environmental and public nuisance actions against Monsanto Company for polluting America’s waterways with polychlorinated biphenyls (PCBs). He has been appointed a Special Assistant Attorney General for the State of Washington in the case.

Mr. Fiske is lead counsel for the Town of Paradise, Butte County, and the Paradise Recreation & Parks District in the case against PG&E for the 2018 Camp Fire. Mr. Fiske represents these public entities in state court and in federal bankruptcy proceedings. Mr. Fiske is also lead counsel for the Cities of Malibu, Agoura Hills, Westlake Village, Calabasas, Thousand Oaks and Hidden Hills, the County of Los Angeles, the Los Angeles County Flood Control District, the Consolidated Fire Protection District of Los Angeles County, Ventura County, the Ventura County Watershed Protection District, the Ventura County Fire Protection District, the Rancho Simi Recreation and Park District, the Conejo Recreation and Park District, and the Conejo Open Space Conservation Agency against Southern California Edison for damages related to the 2018 Woolsey Fire. On behalf of 23 public entities injured by the 2017 Thomas and 2018 Woolsey Fires, Mr. Fiske recently resolved with SoCal Edison the local public and taxpayer losses for \$360 million. And, on behalf of 17 public entities injured by the 2017 North Bay and 2018 Camp Fires, Mr. Fiske recently resolved with PG&E the local public and taxpayer losses for \$1 billion, which is working its way through the complex PG&E Chapter 11 Bankruptcy case.



Mr. Fiske represents the Counties of Sonoma, Napa, Mendocino and Lake, the City and County of Ventura, the City and County of Santa Barbara, the Montecito Water District, Fire Protection Districts and other public entities in both Northern and Southern California in litigation against PG&E and SoCal Edison for damages resulting from the devastating wildfires of 2017. In addition to several public entities, Mr. Fiske represents thousands of families and businesses who lost everything due to the negligent maintenance, inspection, and operations of these investor-owned utilities. Mr. Fiske also represents Calaveras County in the Butte 2015 Wildfire and has recovered \$25.4 million on behalf of the County. John Fiske has been featured on CNN and HBO Vice regarding wildfire safety and utility negligence.

Mr. Fiske also represents the interests of approximately 10.5 million California residents through the California Opioid Consortium, a group of more than 30 counties in California that are suing the nation's largest pharmaceutical distributors and manufacturers for their role in creating the devastating opioid epidemic. The Consortium is comprised of the following cities and counties: City of Chula Vista, Counties of Amador, Butte, Calaveras, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Imperial, Inyo, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Diego, Shasta, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba.

Since 2015, Mr. Fiske has represented students and teachers exposed to toxic fumes by the multi-billion dollar aerospace company Ametek, Inc., which improperly dumped toxic chemicals into groundwater, creating one of the largest trichloroethylene (TCE) plumes in the state of California. In addition to monetary damages, the lawsuit seeks medical monitoring on behalf of nearby mobile home residents and current and former instructors and pupils in an elementary school located just a few yards from the toxic plume.

It's not only toxic fumes from aerospace companies from which John Fiske strives to protect children. In 2019, Mr. Fiske and his team filed a class action lawsuit with other law firms on behalf of the Los Angeles Unified School District against JUUL Labs, Inc., the leading e-cigarette manufacturer, for creating an epidemic of youth vaping that has infiltrated the second-largest school district in the country, impeding student learning and putting the health and safety of more than 600,000 Los Angeles Unified students at risk. Mr. Fiske also has been retained by San Diego Unified School District, Glendale Unified School District, and Anaheim Elementary School District to bring similar actions against JUUL.

John Fiske earned his law license at age 23 after attending California Western School of Law, a private, non-profit law school located in San Diego which was founded in 1924. Mr. Fiske attended law school on a full scholarship and served as Associate Editor of the Law Review while there.

Mr. Fiske has been declared a Super Lawyer in 2015, 2016, 2017, 2018, 2019, and 2020. In 2013, San Diego Metro Magazine named John Fiske to its list of "40 Under 40" (people to watch). He was a 2012 "Top Influential" (The Daily





Transcript), a 2009 “Top Young Attorney” (The Daily Transcript), and a 2007 “50 People to Watch” (San Diego Magazine). Mr. Fiske has also served as a Barrister with the Louis M. Welsh Inn of Court, an amalgam of judges and lawyers who come together throughout the year to improve the skills, professionalism and ethics of the bench and bar.

John Fiske is a past-president of the board of directors of the San Diego Brain Injury Foundation, getting involved after obtaining a \$10.8 million jury verdict for a brain-injured client. He has also served as an advisory board member for the University of California San Diego’s Bannister Family House, which acts as a home away from home for families of patients undergoing long-term care. In addition, Mr. Fiske has been a board member of Solutions: Exploring Success Post-High School, which provides an affordable way for high school students and their families to shape a clear, actionable vision of their post-high school path based on individual interests, aptitudes, and financial resources. On top of that, Mr. Fiske served as a “Red Coat” for the San Diego Bowl Game Association, a group of dedicated men and women who volunteer their time throughout the bowl’s year-around events, leading up to and including the Holiday and Poinsettia Bowl games in San Diego. And as if all that were not enough, Mr. Fiske mentored two young men in a very personal way, by having been a “Big Brother” to two “Little Brothers” in the Big Brothers Big Sisters of America organization.

When John Fiske is not discussing legal topics on television, including programming on Fox, ABC, KPBS, and KUSI, he spends time riding horseback, snorkeling, hiking and camping. He’s stays fit by racing in the Spartan Beast, Ragnar Relay and Tough Mudder competitions.

In 2016, Mr. Fiske founded the San Diego Farm Animal Rescue, a 501(c)3 non-profit organization dedicated to rescuing horses, pigs, hens, and roosters. As relayed by the Los Angeles Times and San Diego Union Tribune, SDFAR educates people about the environmental impacts of large-scale animal agriculture while providing a unique interactive experience for visitors. In 2016, San Diego Magazine named Mr. Fiske’s rescue organization San Diego’s “Best Animal Encounter Experience”. Baron & Budd is extremely proud to have this dedicated public servant and compassionate human being in our San Diego office.

**Ann Harper** has spent her career representing workers who have developed mesothelioma and other serious illnesses caused by exposure to asbestos. She is a shareholder in Baron & Budd’s settlement department, where she works through the issues necessary to get the firm’s clients compensation in their lawsuits and to pursue their claims through bankruptcy trust funds.

Ms. Harper says, “In my job, I am sometimes able to get people compensation that offers some security for their families and brings them some peace of mind. It’s wonderful when I can do something like that for a client.” When Ms. Harper is not working for her clients, she enjoys reading and traveling to new destinations.

**Stephen C. Johnston** puts his degree in Wildlife and Fisheries Sciences to good use as a shareholder with the firm’s Environmental Litigation Group, representing



individuals and communities seeking clean-up costs for contaminated water supplies.

Mr. Johnston began his career with Baron & Budd in 1997 as part of the firm's asbestos litigation group. Mr. Johnston's time in the asbestos group was marked by his respect for the individual client and a reputation for thoughtful attention to their cases and their lives. His advocacy resulted in the recovery of millions of dollars for those injured by asbestos exposure.

Mr. Johnston brought his hard work and determined advocacy to the Environmental Litigation Group in 2004. Since that time he has represented hundreds of public entities seeking clean-up costs for water supplies contaminated by MTBE, Atrazine and TCP. He has also represented hundreds of individuals and businesses along the Gulf Coast impacted by the BP oil spill which resulted from the sinking of the Deepwater Horizon drilling rig.

For the past several years Mr. Johnston has led the firm's litigation arising from TCP contamination of drinking water supplies. Under his leadership the firm has successfully resolved numerous TCP contamination cases.

For Stephen Johnston, Baron & Budd was a good match for his goals to bring about justice to those who have been wronged through no fault of their own: "I saw in Baron & Budd a law firm committed to helping those injured by corporate indifference and greed. I wanted to help those who could not otherwise help themselves." His dedication to this mission and his legal talent earned him recognition as a Super Lawyers "Rising Star" (Thomson Reuters, 2006).

**J. Todd Kale**, a shareholder at Baron & Budd, has dedicated his career to fighting the companies that knowingly exposed people to the deadly carcinogen known as asbestos. Mr Kale enjoys partnering with patients and families and helping them navigate the legal process during the most difficult time in their lives. He works on the front lines with the firm's Asbestos Litigation Team. He meets with mesothelioma patients and their families across the country to gather the information necessary to successfully pursue their cases. More than any other aspect of his job, Mr. Kale enjoys meeting with these patients and families. Through these meetings, he becomes part of each of these families and becomes involved in the family's specific struggles, needs and hopes. He is honored to be trusted by so many patients and families as they deal with the diagnosis and prognosis of mesothelioma. His 20 years of experience in this field make him a valuable resource for any information the family may need — both legal and medical.

For more than two decades, Todd Kale has worked on numerous asbestos lawsuits, managing thousands of cases from start to finish. Through his many years as an asbestos lawyer, he has developed an in-depth understanding of the legal system and how to best navigate that system on behalf of clients. Since 1993, he has helped clients recover hundreds of millions of dollars in settlements. Mr. Kale has experience pursuing not only asbestos manufacturers, but also equipment manufacturers and employers who are responsible for a client's exposure to



asbestos. Never one to back down from a fight, he is proud to have fought on behalf of mesothelioma and asbestos clients for his entire career.

Todd Kale earned his J.D. from the University of Tulsa College of Law in 1990 and his B.B.A. from the University of Texas.

**J. Burton LeBlanc**, a Baron & Budd shareholder, is a powerhouse advocate for individuals who have been harmed by corporate wrongdoing, having begun his legal career representing victims of toxic exposure and workplace hazards. His lifelong commitment to service through the legal system was fostered by family as a child in his home state of Louisiana, a state where danger in the workplace was commonplace and expectations for most workers were of a life shortened by the necessity of making a living. Seeing this, Mr. LeBlanc knew that his life mission would be to seek justice for the downtrodden.

Burton LeBlanc's passion for championing the rights of individuals extends to the national stage where he has served as president of the American Association for Justice (AAJ). As president of AAJ, the largest trial lawyer non-profit group in the United States, Mr. LeBlanc advocated for protection of America's civil justice system and rallied resources when corporate interests attempted to infringe on individual rights. He is an adamant crusader for the abolition of forced arbitration and a supporter of the fundamental right to a trial by jury.

Mr. LeBlanc's 2013 appointment as AAJ president followed a long history of involvement on both the local and national levels of AAJ and its affiliate organizations. He previously served as president-elect, vice president, treasurer and parliamentarian of AAJ. In addition, Mr. LeBlanc has been a member of AAJ's Executive Committee and the Board of Governors, where he was awarded the Wiedemann Wysocki National Finance Council Award two separate times. Mr. LeBlanc has been a member of the Board of Trustees of the AAJ Political Action Committee (PAC), chairman of the AAJ National Finance Council, a sustaining member of the AAJ and a member of the Leaders Forum. He is also a member of the AAJ's Section on Toxic Torts and Business Torts.

Burton LeBlanc has also served the Louisiana Association for Justice (LAJ) as past president, member of the Council of Directors, Board of Governors and the Committee for the Environmental Law/Toxic Tort Section. He currently serves on the Executive Committee of the LAJ.

Mr. LeBlanc's extensive accomplishments are equally renowned in the courtroom, paving the way for his designation as one of the top 75 plaintiff's attorneys in the United States by *The American Lawyer* (ALM Media, 2010), and his inclusion on the Louisiana Super Lawyers list (Thomson Reuters, 2008, 2012-2019). Today Mr. LeBlanc concentrates his practice in the areas of pharmaceutical, environmental law, securities and asbestos litigation. In addition to his work representing individuals, Mr. LeBlanc has successfully represented many governmental entities, including the States of Hawaii, Mississippi, Louisiana, and West Virginia in complex consumer fraud litigation.



He was part of the Baron & Budd team that pursued litigation on behalf of eight states' attorneys general against GlaxoSmithKline regarding its fraudulent marketing of the diabetes drug Avandia, litigation which settled in 2013 for \$229 million. In July 2013, Mr. LeBlanc was appointed to the Plaintiffs' Steering Committee for *In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation*, MDL 1:13-md-2428 (U.S.D.C. D. Mass.).

Burton LeBlanc is a member of the American Bar Association's (ABA) State Attorney General and State Department of Justice Issues Committee as well as a committee member of the ABA's Section on Toxic Torts. He is also a member of the National Association of Public Pension Attorneys (NAPPA), the National Association of Shareholder and Consumer Attorneys (NASCAT), the Texas Trial Lawyers Association, Louisiana State Bar Association, Baton Rouge Bar Association, Texas State Bar Association, American Bar Association, College of the State Bar of Texas, the Louisiana Bar Foundation and a supporting member of the Trial Lawyers for Public Justice Foundation.

Mr. LeBlanc is a frequent lecturer and interviewee on the issues of environmental law, asbestos litigation, chemical exposure cases and the importance of access to the civil justice system. In November 2013, he testified before the Judicial Conference Advisory Committee on Civil Rules regarding proposed amendments to the Federal Rules of Civil Procedure.

In addition to numerous radio and television appearances covering such diverse topics as racism, the environment and opioids, including WNDC Radio in Baton Rouge in 1997 ("*Environment and Race*"), and Money 101 on KFWB Radio Los Angeles in 2014 ("*General Mill's decision to impose forced arbitration on its customers*"), Mr. LeBlanc was featured in a December 2018 production of CBS's 60 Minutes, where he was interviewed by Bill Whitaker for the segment "*Opioid Crisis: the Lawsuits that Could Bankrupt Manufacturers and Distributors*".

Burton LeBlanc and his wife are active in the Baton Rouge community and serve on multiple boards, including Cancer Services of Greater Baton Rouge, where Mr. LeBlanc served as president.

**Cary L. McDougal**, a shareholder with Baron & Budd, has served as lead attorney in more than 75 jury trials in state and federal court. Over the nearly two decades that he has practiced law, Mr. McDougal has proven to be a formidable trial lawyer with unflinching resolve to serve his clients. He has tried cases involving such diverse areas of the law as premises liability, product liability, general personal injury, medical malpractice, insurance litigation and environmental litigation.

For the first 14 years of his legal career, Mr. McDougal handled the defense of matters involving complex litigation throughout Texas and Oklahoma as a partner at two Dallas firms. He focused his practice on civil litigation, and he managed and tried all litigation for several North Texas health care agencies. He co-founded the law firm Aldous and McDougal, which gained recognition for its trial



successes on behalf of plaintiffs in medical malpractice, contractual disputes and other matters. Mr. McDougal joined Baron & Budd in 2005.

A shareholder and manager of Baron & Budd's Environmental Litigation Group, Mr. McDougal currently represents over 200 municipalities and water providers across the country that are seeking clean-up costs for the contamination of their water supplies. His practice includes management of Baron & Budd's cases in the Multi-District (MDL) MTBE water contamination litigation, which is considered one of the most complex pieces of litigation in the country. He also manages other environmental contamination cases involving chemicals such as TCP, TCE and dioxin.

Mr. McDougal completed his law degree at the University of Texas School of Law and attained a Master of Public Policy degree from the University of Texas LBJ School of Public Affairs. He continues to serve as a consultant to the LBJ school on issues concerning public policy. He has authored numerous legal papers on civil litigation and trial practice and has spoken at seminars before health care professionals, consumer groups, the insurance industry and attorneys on issues relative to civil litigation.

Mr. McDougal has been inducted into the prestigious American Board of Trial Advocates (ABOTA), a recognition by his peers for his jury trial experience, commitment to the jury process, and ethics. He also holds the top rating from the Martindale-Hubbell Law Directory and was named a Texas Super Lawyer (Thomson Reuters 2005-2006).

**Andrew Miller** joined Baron & Budd's Washington, D.C. office in 2018, where he focuses on bringing fraud and abuse litigation throughout the United States under such statutes as the federal False Claims Act, state False Claims Acts, the Anti-Kickback Statute and the Stark Law. A shareholder in our Washington D.C. office, Mr. Miller also represents clients with claims filed with the Whistleblower Offices of the Securities and Exchange Commission and the Internal Revenue Service.

Before Mr. Miller joined Baron & Budd, he was a partner at the Simmer Law Group in Washington D.C. He has significant experience representing whistleblowers in qui tam cases against drug manufacturers, healthcare providers, defense and other government contractors.

Prior to the Simmer Law Group, Mr. Miller defended government contractors against liability under the federal False Claims Act (FCA). He also represented government officials in Congressional investigations and participated in numerous internal investigations involving complex civil and criminal issues. Mr. Miller's long experience at both ends of the FCA litigation spectrum makes him an invaluable member of the Baron & Budd team.

During law school Mr. Miller served as editor-in-chief of the Houston Law Review, in addition to being one of only four students who received the Distinguished Service Award for extraordinary contribution to the University of



Houston Law Center. He also received the American Jurisprudence Award for Legal Research and Writing.

After interning for the Honorable David Hittner at the United States District Court for the Southern District of Texas in 2002, Mr. Miller clerked for the Honorable Harold R. DeMoss, Jr. at the United States Court of Appeals for the Fifth Circuit from 2003 through 2005. During that time, he also worked as an Adjunct Professor of Law at the University of Houston Law Center.

Growing up in West Texas, Mr. Miller knew from an early age that he wanted to dedicate himself to a career that would allow him to advocate for those who might not otherwise have a voice, whether they are individuals who bravely blow the whistle on fraud or are people being accused of misdeeds. Joining the legal profession gave Mr. Miller an ideal platform for ensuring that the rights of individuals are protected, no matter how powerful their opponents. “Knowing that I can help others stand up for what's right is its own reward and serves as my motivation to come to work each day”, he says. This dedication is further reflected in Mr. Miller’s extensive pro bono work in child custody matters, where he has represented low income families and vulnerable children living with abuse, neglect and other difficult circumstances.

Mr. Miller resides in Northern Virginia, with his family. They enjoy traveling to the beach and cooking together. He also enjoys golfing. Mr. Miller serves on the Board of Directors of the child development center where his children are enrolled.

**Charles G. “Chip” Orr** is a trial and appellate strategist and brief-writing specialist in Baron & Budd’s Pharmaceutical Litigation Group. Before joining Baron & Budd as a shareholder in 2019, he spent the past decade at a boutique pharmaceutical and medical device law firm, successfully litigating mass tort cases for plaintiffs from across the country.

Mr. Orr has 25 years of experience working on complex cases, both for clients of large international firms and for the Texas Supreme Court and appellate courts as a staff attorney. Prior to joining Baron & Budd, Mr. Orr was the lead attorney in several lines of pharmaceutical litigation that resulted in settlements totaling around \$100 million. For example, in Avandia litigation, in which GlaxoSmithKline set aside \$3.4 billion in 2011 to settle lawsuits over not disclosing that its Type-2 diabetes drug increased the risk of heart attack and cardiac death, Mr. Orr authored dozens of trial court briefs and was the primary brief writer for a California state court bellwether trial team (the case settled while the parties were picking a jury). And in Reglan litigation, in which product liability, negligence, and misrepresentation claims were brought against numerous drug manufacturers for serious neurological side effects resulting from prolonged use of an anti-nausea drug, Mr. Orr spearheaded all litigation matters for hundreds of clients, including managing a complex Plaintiff Fact Sheet process and navigating complex issues regarding federal preemption and personal jurisdiction. Mr. Orr also served in leadership roles in the California Judicial Council Coordinated Proceeding (JCCP) pertaining to the injectable diabetes medicine



Byetta, settling the firm's cases on very favorable terms following extensive litigation, including working up a bellwether case which was set for trial just weeks before the cases settled.

Mr. Orr currently serves on the Plaintiffs' Executive Committee and as Co-Lead Counsel for thousands of plaintiffs in the California Lipitor JCCP, in which plaintiffs allege that the cholesterol drug causes Type-2 diabetes. As the primary brief writer for this case, he has successfully secured remand twice for the plaintiffs, including defeating appeals by the defendant to the Ninth Circuit Court of Appeals following both remand orders. Mr. Orr also wrote and argued the JCCP plaintiffs' opposition to the defendants' motion to dismiss the case on personal jurisdiction grounds and successfully defended the trial court's order denying that motion in both the California Court of Appeals and the California Supreme Court.

Before focusing his practice on mass torts, Mr. Orr handled a broad appellate practice encompassing a wide variety of disputes. Mr. Orr spent nearly six years as an appellate attorney working for Texas appellate judges, including two stints at the Texas Supreme Court (first for Justice Lloyd Doggett, then for Justice Craig Enoch) as well as serving as a staff attorney for Chief Justice John Cayce at the Fort Worth Court of Appeals and for Justice Rebecca Simmons of the San Antonio Court of Appeals. Mr. Orr also worked for more than five years in the appellate section of an international law firm, where he served as both primary author of hundreds of trial and appellate briefs and motions and also as a member of appellate teams on several notable cases.

In the mid-2000s, Mr. Orr provided a full range of legal services as general counsel to an intercountry adoption agency. In addition to lending his expertise to licensing and federal accreditation matters, Mr. Orr was responsible for lobbying the United States and Guatemalan governments and various private sector actors on how Guatemala should reform its adoption laws to be in compliance with the Hague Convention on Intercountry Adoption. Mr. Orr also provided consulting services to other intercountry adoption agencies on Hague accreditation, implementation, and compliance.

Mr. Orr earned his law degree from the University of Texas School of Law, graduating in 1993 with High Honors. He was a Chancellor at UT (top 16 students in graduating class, or top 3%) and was a member of the Law Review. Mr. Orr obtained undergraduate and master's degrees from the University of Delaware before attending law school, with an emphasis in political science and philosophy.

Mr. Orr has served on the boards of several nonprofits, including Preservation Dallas, a group dedicated to the preservation and revitalization of the city's historic buildings, neighborhoods and places, and Focus on Adoption, whose mission was to improve relations between intercountry adoption agencies, adopting families, and governmental entities overseeing the intercountry adoption process. When he is not practicing law, Mr. Orr enjoys spending time with his wife and teenage daughters. He is a music buff, an avid reader, and an enthusiastic traveler.



**Mark Pifko**, a Shareholder at Baron & Budd, specializes in the prosecution of high-profile class action cases against multi-national corporations. Mr. Pifko is a staunch advocate of consumers' rights and recently, he was named a "Rising Star" by Law360, a national legal news publication. Law360's Rising Star award is given annually to top attorneys under age 40. In 2016, Mr. Pifko was one of 5 attorneys in the class action area and one of 179 attorneys nationwide, across all practice areas, to receive this recognition. Since joining the Los Angeles office of Baron & Budd in 2011, Mr. Pifko's efforts have led to the return of significant sums of money to victims of corporate wrongdoing and affected changes in the automotive, financial services, and food and beverage industries.

Prior to joining Baron & Budd, Mr. Pifko spent nearly a decade representing some of the world's largest companies in high-stakes litigation. In 2010, Mr. Pifko left his position at Arnold & Porter LLP so that he could devote his entire practice to his passion — representing the interests of plaintiffs. In connection with his corporate defense work, Mr. Pifko worked with advertising agencies who helped sell his clients' products and services and Mr. Pifko recalls that the tag line for one such agency was, "while life is busy happening, we get people to do stuff!" Corporations spend billions of dollars a year to get people to buy their offerings, but when things go wrong, Mr. Pifko wondered what individuals can do when they need to get recalcitrant companies to "do stuff," like refund money and stop unlawful practices from continuing.

Mr. Pifko believes class action lawsuits provide an important way for people to protect themselves from powerful corporations. Instead of one person taking on a billion-dollar company, class actions allow groups of people to fight back with a collective voice.

In addition to his litigation work, Pifko has been called upon to be a speaker on class action topics at legal industry conferences, and Mr. Pifko is a talented writer whose articles on class action law and consumer advocacy have been published in *California Lawyer* magazine and the *Daily Journal* newspaper.

**Scott Simmer** founded the Simmer Law Group in Washington D.C., in 2014, but he's been practicing law for decades and is a seasoned expert at routing out deceit and fraud in hidden corners of government programs, education and healthcare industries. Joining with Baron & Budd in 2018 to form our Washington D.C. office, Mr. Simmer continues to represent whistleblowers bringing qui tam cases of fraud under federal and state False Claims Acts as well as IRS, Securities and Exchange Commission (SEC) and Foreign Corrupt Practices Act (FCPA) whistleblowers. Mr. Simmer also continues to represent private health insurance plans in large-scale recovery actions under the Racketeer Influenced and Corrupt Organizations (RICO) Act, federal anti-trust laws and state consumer fraud/deceptive trade practices statutes.

For more than thirty years, Scott Simmer has led the investigation and prosecution of numerous precedent-setting fraud and abuse cases on behalf of whistleblowers and private insurance payors. He has written and spoken widely on legal issues related to the federal False Claims Act (FCA), the Anti-Kickback statute,





Employee Retirement Income Security Act (ERISA) and Consolidated Omnibus Budget Reconciliation Act (COBRA); as well as on healthcare fraud and abuse, antitrust violations and issues related to Pharmacy Benefit Managing (PBM) contracting.

The son of a Methodist minister, Mr. Simmer grew up in Nebraska with a strong sense of social justice and respect for the underdog. He was teaching English in college academia when the desire to attend law school struck him. After considering a legal career in publishing, Mr. Simmer found his legal calling while managing health care fraud investigations as head of litigation for a major health insurer. When he learned that the federal government was investigating for-profit healthcare companies for submitting fraudulent Medicare and Medicaid claims, Mr. Simmer convinced his insurance colleagues that similar fraud was adding burdensome costs to private health plans. He subsequently designed legal approaches to combat such healthcare fraud, including building a consortium of health insurers to investigate and pursue recovery actions.

Mr. Simmer eventually left the insurance business to take on the representation of qui tam whistleblowers bringing claims on behalf of the government. At the same time, he began representing groups of health plans in large-scale recovery litigation. His zeal for doing what's right drives every case he takes on behalf of whistleblowers and every recovery action he undertakes for health insurers. "Scott Simmer is an outstanding attorney and I am pleased to welcome him to Baron & Budd," said President and Managing Shareholder, Russell Budd. "Scott and his team bring a strong record of success pursuing complex litigation which closely aligns with the breadth and scope of Baron & Budd's existing practice areas."

Scott Simmer serves as a trustee for his undergraduate alma mater, Cornell College, in Mount Vernon, Iowa. Whenever he returns to Cornell for meetings in the fall, he makes sure to attend Iowa Hawkeye football games with his sons, their wives, and his granddaughter. Scott and his wife frequently plan family vacations to include a round of golf, a game of tennis or a Boston Red Sox game, another passion Scott shares with both his brothers and his sons.

**Thomas M. Sims** has spent much of his career at Baron & Budd litigating complex environmental cases ranging from pharmaceutical injuries to water contamination to air pollution.

He was lead counsel in one of the largest Proposition 65 cases in history. Proposition 65 is a California state law that permits private citizens to enforce certain environmental regulations on behalf of the public. Mr. Sims represented three environmental groups in their efforts to reduce diesel exhaust emissions from school buses. Working as lead counsel, he was a driving force in securing a settlement in which the defendant agreed to invest more than \$28 million to replace or retrofit school buses that were built before 2003 with air pollution control devices.

Mr. Sims has worked on behalf of communities that were harmed by toxic releases from nearby industrial activities. In 2006 he received the Trial Lawyer of the Year



award from the non-profit Trial Lawyers for Public Justice in connection with his work on a long-running insurance coverage dispute. Originally filed in 1985, the case involved groundwater contamination of public aquifers in Tucson, Arizona. As a result of the efforts of Mr. Sims and his co-counsel, the case finally settled in 2005. During the intervening twenty years, Baron & Budd won two trials and prevailed on three separate appeals. Mr. Sims also represented the Governor of the State of Louisiana in his efforts to secure natural resource damages resulting from the BP Oil Spill.

Thomas Sims has also represented whistleblowers under state and federal false claims acts. He currently represents two mechanics who allege that their former employer, the largest school bus operator in the country, consistently shortcut health and safety procedures in order to increase profits. In connection with his work on that case, Mr. Sims persuaded the California Court of Appeals to adopt the theory of implied certification as a basis for liability under the California False Claims, the first time a California court adopted this theory.

Mr. Sims currently devotes the majority of his time to seeking compensation on behalf of individuals and public entities that have been harmed by unsafe prescription drugs. For example, he was part of the litigation team that helped seven states' attorneys general recover a \$177 million settlement against GSK regarding its fraudulent marketing of the diabetes drug Avandia.

**Britt K. Strotzman** is a seasoned litigator who brings to Baron & Budd almost two decades of experience as a powerhouse litigator in cases relating to high-stakes state and federal safety regulatory investigations, enforcement matters for energy companies, and other public entity matters. Ms. Strotzman has litigated more than 30 jury trials and participated in more than 60 state and federal administrative hearings in her role as "Giant Slayer," representing communities and public entities against the sometimes devastating malfeasance of powerful utility companies, energy firms and drug manufacturers.

Ms. Strotzman, one of California's most successful environmental legal advocates for public entities, joined Baron & Budd's Environmental Litigation Group as a shareholder in 2018. Numerous local, state and national recognitions track Ms. Strotzman's successful representation of many California cities and counties in pioneering litigation to win hundreds of millions of dollars from utility companies, including the largest utility in California, Pacific Gas & Electric Company (PG&E), for deadly and catastrophic explosions and fires caused by the utility's failure to comply with safety and recordkeeping regulations relating to its underground natural gas pipelines and aboveground electric power systems. Ms. Strotzman's pioneering work on behalf of the City of San Bruno against PG&E regarding a deadly gas line explosion that attracted international news coverage, transformed California's utility regulatory landscape and raised concerns about utility regulations across the United States.

Ms. Strotzman also represents the counties of Napa, Sonoma, Mendocino, Lake, Yuba and Nevada, and the cities of Napa, Santa Rosa and Clearlake in litigation against PG&E for damages resulting from the devastating wildfires of 2017 and



2018. Like her work on behalf of those hurt by PG&E's failure to comply with safety regulations pertaining to underground natural gas pipelines, Ms. Strottman is resolute in her quest for justice on behalf of those harmed by the negligence of utilities in the care of electric power lines. She was instrumental in the successful negotiation of a \$1 billion settlement with PG&E in 2019 on behalf of several of the public entities for losses caused by the 2017 North Bay Fires and 2018 Camp Fire. In 2018, Ms. Strottman proved to be a critical member of the team that recovered \$25.4 million on behalf of Calaveras County against PG&E for damages as a result of the 2015 Butte Fire.

In addition, Ms. Strottman has turned her attention to the national opioid crisis. She is working with Baron & Budd's Pharmaceutical Litigation Group to pursue litigation on behalf of 10.5 million California residents through the California Opioid Consortium, a group of 32 counties in California that are suing the nation's largest pharmaceutical distributors and manufacturers for their role in aggressive promotion of opioids that have so devastatingly ravaged communities in every part of the state.

Before joining Baron & Budd, Ms. Strottman served as Special Counsel to the City of San Bruno, California, handling legal, regulatory and crisis management issues relating to a pipeline explosion and fire that killed eight people, injured 58 others and destroyed or damaged 90 homes in 2010. She served as a member of the City's negotiating team that obtained a \$70 million settlement from PG&E to fund the City's community development trust and \$50 million to pay the City's expenses for physical recovery as well as its participation in state and federal legal and regulatory matters. Ms. Strottman also advised the City on non-profit and governance matters relating to implementing long-term local community support programs.

Ms. Strottman's previous work included serving as lead counsel in complex and high-profile evidentiary hearings before the California Public Utilities Commission (CPUC) which resulted in a record \$1.6 billion penalty against PG&E, the largest fine ever levied against a utility in the U.S. She also assisted the City in its federal regulatory investigation and hearings about the explosion before the National Transportation Safety Board. In August 2016, a federal court jury convicted PG&E of obstructing the federal probe of the blast and of knowingly violating pipeline safety laws before and after the disaster. In January 2017, a federal judge ordered PG&E to pay a maximum \$3 million fine, complete 10,000 hours of community service and serve five years of probation.

As a result of her significant experience, Ms. Strottman understands the complex, sensitive, and ethical issues that public agencies and companies face in highly-regulated industries, and not just from the standpoint of litigation. In addition to her legal work, Ms. Strottman served as Vice President at a renowned public relations firm, Van Prooyen Greenfield LLP, where she specialized in developing and implementing litigation and crisis communications marketing and public relations plans for public agencies, law firms, law schools and corporations.



Ms. Strottman has earned numerous honors for her expertise, results and leadership in the legal profession, including “Energy Trailblazers” (2017), “Top Women Lawyers” (2014, 2015, 2017), “Top 100 Lawyers” (2016, 2017), “Top 20



Appointed to the Plaintiffs' Steering Committee in In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, a multi-state class action involving hundreds of thousands of vehicles equipped with "defeat devices" designed to evade emissions laws. The PSC negotiated a settlement in excess of \$14 billion.

One of three lawyers appointed to the Plaintiffs' Steering Committee in In re: Takata Airbag Products Liability Litigation, a multi-state class action involving millions of vehicles equipped with a defective airbag inflator resulting in the largest consumer product recall in U.S. history. The PSC negotiated a settlement in excess of \$1.2 billion with certain automakers.

Lead counsel in Bias v. Wells Fargo Bank, a certified nationwide RICO class action involving millions of mortgage loans. Negotiated a \$50 million common fund, non-reversionary settlement.

Appointed to Plaintiffs' Executive Committee and Co-Chair of the Class Action Plaintiffs' Steering Committee in In re: S. Cal. Gas Leak Cases, JCCP No. 4861, a case involving the largest methane gas leak in U.S. history.

Appointed to Plaintiffs' Steering Committee in In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation, a multi-state class action involving vehicles equipped with "defeat devices" designed to evade emissions laws. Co-Lead counsel in In re: MyFord Touch Consumer Litigation, a certified multi-state class action involving hundreds of thousands of vehicles equipped with a defective "infotainment system."

Appointed to the Executive Committee in In re: National Prescription Opiate Litigation, a multi-state mass tort action filed by governmental entities against the manufacturers and distributors of opioids widely believed to be the largest MDL case in U.S. history.

In 2005, Mr. Tellis received commendation from the U.S. Department of Justice and the Federal Bureau of Investigation for his assistance in a successful parallel prosecution of a \$120 million securities Ponzi scheme perpetrated by foreign currency traders. Mr. Tellis also represented the City of Sunnyvale in environmental litigation concerning perchloroethylene contamination of a large mixed-use development site and the California Water Service Company over the contamination of hundreds of drinking water wells throughout California. Mr. Tellis also represented the owner of a multi-billion dollar commercial real estate portfolio in a lengthy jury trial over claims of an oral partnership and the Screen Actors' Guild and members of its national board in a leadership battle.

Mr. Tellis has become a leader in representing plaintiffs in multidistrict class action litigation. He is lead class counsel in several complex class action cases, including cases in the financial services sector, the automobile industry and the food and beverage arena. His experience exemplifies the depth and breadth of resources that Baron & Budd provides for its clients.



Some of Mr. Tellis' consumer class actions include *Bias et al. v. Wells Fargo Bank*, a class action concerning fraud in the setting of default related bank fees; *Stitt et al. v. Citibank et al.*, putative class action concerning fraud in the setting of default-related bank fees; *Ellis et al. v. JPMorgan Chase et al.*, a putative class action concerning fraud in the setting of default-related banks fee; *Payne et al. v. Bank of America, et al.*, a putative class action involving manipulation of the LIBOR U.S. Dollar rate; *In re: Brazilian Blowout Litigation*, class counsel in the certified class action concerning issues of fraud in connection with the sale of Brazilian Blowout hair products; *Delacruz v. Cytosport, Inc.*, a putative class action concerning false advertising, fraud, and misrepresentations regarding dietary supplement products; *Aarons et al. v. BMW of North America, LLC et al.*, a putative class action concerning premature transmission failure in MINI Cooper vehicles and in *In re: Alexia Foods, Inc. Litigation*, a putative class action concerning false advertising, fraud and misrepresentations concerning frozen food products.

Prior to joining Baron & Budd, Mr. Tellis practiced with the international law firms of Bingham McCutchen LLP and Milbank, Tweed, Hadley & McCloy LLP, where he litigated complex cases on behalf of corporate defendants and tried multi-million dollar cases to verdict.

Mr. Tellis has been named among the Best Lawyers In America every year since 2014, a Super Lawyer every year since 2006 and was a faculty member of the Practicing Law Institute and Chair of its annual program entitled "Taking and Defending Depositions." He was elected to serve on the Board of Governors of the Association of Business Trial Lawyers and was appointed to serve as a Lawyer Representative to the Ninth Circuit Judicial Conference. He was the Chair of the United States District Court for the Central District of California's Attorney Settlement Officer Panel Committee and was appointed by the Chief Judge of the Central District of California to the Board of Trustees for the Central District's Attorney Admission Fund. Along the way, he has devoted time to the pro bono representations of indigent clients and has mentored young lawyers and law students in association with the South Asian Bar Association.

## OF COUNSEL ATTORNEYS

**Alicia Butler** has worked with Baron & Budd in numerous roles, ranging from major toxic exposure cases to widesweeping consumer cases. Currently, Ms. Butler focuses on pharmaceutical litigation and Medicare fraud cases.

Previously, Ms. Butler worked on a variety of toxic exposure cases with Baron & Budd that impacted thousands of people harmed by dangerous toxins. She represented hundreds of residents in a Pennsylvania community contaminated by radiation from local nuclear fuel facilities. She has also represented more than 1,500 workers suffering from health problems associated with arsenic, asbestos, benzene, beryllium, lead, mercury, and silica exposure at a plant in West Virginia. Ms. Butler has experience working with public entities, as she helped achieve a



major settlement on behalf of the City of Santa Monica to hold the oil industry accountable for MTBE contamination in the local water supply.

Ms. Butler currently serves as a pro bono legal adviser to the Workers' Defense Project in Austin, Texas in the area of occupational safety and health issues.

Ms. Butler earned her J.D., with honors, from the University of Texas School of Law. She also holds a B.A. in English and Sociology from Rice University, where she graduated magna cum laude.

**Irma Espino MacLean**, an of counsel attorney with Baron & Budd's Environmental Litigation Group, is proud to work for Baron & Budd, one of the largest and oldest firms in the United States that specializes in environmental litigation. As a member of the Environmental Litigation Group, Ms. Espino MacLean represents private and public entities in litigation to recover costs of removing chemical contaminants from public water supplies, governmental facilities, natural resources and public property. In this role, Ms. Espino MacLean is a tenacious advocate for clients impacted by environmental disasters and chemical contamination.

Contamination affects a broad spectrum of victims. As such, Ms. Espino MacLean represents a variety of private clients including real estate developers and small businesses, as well as publicly traded companies and others whose businesses and multimillion dollar investments suffered damage due to environmental contamination.

Through her tireless advocacy, Irma Espino MacLean fights from the start of case investigation through completion of the appeals process to ensure a satisfactory resolution for those harmed by environmental contamination. She has extensive experience in mass torts, multi-district litigation and class-action proceedings. In 2016, the Environmental Litigation Group and Ms. Espino MacLean were part of a legal consortium that reached a \$1 billion settlement to compensate cities, counties and local governments across the Gulf Coast for economic damages caused by the 2010 Gulf Oil Spill.

Through her work with the Group, Ms. Espino MacLean also represents public water providers and other entities in litigation involving chemicals that contaminate water supplies and property, including trichloroethylene (TCE), a nonflammable, colorless and highly toxic solvent, and polychlorinated biphenyls (PCBs), a group of hazardous lubricants used in electrical equipment. In addition to her tenacity as a litigator, Irma Espino MacLean's creativity in problem-solving has been an asset to her clients in helping to achieve satisfactory resolution of their cases. Most recently, Ms. Espino MacLean was part of a team that successfully attained a multi-million dollar settlement in an environmental contamination matter before a lawsuit was even filed.

Ms. Espino MacLean earned her juris doctor from the University of Miami School of Law in 2007, graduating cum laude, and her bachelor in arts from the University of Texas at Austin in 2002 with high honors. She has served as Chair



of Communications for the Georgia Association of Women Lawyers (GAWL) and on the Board of Directors for the Georgia Bar Association's Young Lawyers Division. Ms. Espino MacLean has litigated cases in several federal courts, including the Fifth Circuit, Eleventh Circuit and Eleventh Circuit Courts of Appeals.

When she isn't fighting for the rights of her clients, Irma Espino MacLean enjoys testing her mettle with outdoor fitness challenges. She recalls a hike up Table Mountain in Cape Town, South Africa, as particularly dynamic. "My joy of the great outdoors reminds me why I fight so hard for preservation of the environment in my work".

**Cristina Sanchez** had originally planned to go to medical school, but her work at a small plaintiffs' firm after college inspired her to instead pursue a career in law. She works primarily with clients who have been harmed by the BP oil spill that severely impacted her hometown of New Orleans.

Ms. Sanchez joined Baron & Budd in 2005 to follow the firm's mission in protecting public and individual rights. She carries out that mission daily in her work as an attorney with the firm's Environmental Litigation Group. Ms. Sanchez' work at Baron & Budd draws on her background in science. As an undergraduate, she majored in biological sciences and minored in chemistry.

Ms. Sanchez currently leads the Group's work helping Gulf Coast businesses and individuals harmed by the 2010 BP oil spill in the Gulf of Mexico. In addition to helping individual victims, she represents a variety of businesses, including a number of complex publicly-traded companies. Working on the BP oil spill litigation has been a way to serve those in the community and the surrounding area where she grew up.

Ms. Sanchez has also represented hundreds of municipalities and public water providers, as well as private well owners seeking solutions for polluted drinking water supplies in cases arising from MTBE, TCP, and PCE contamination.

Ms. Sanchez has been named a Texas Rising Star by Super Lawyers Magazine (a Thompson Reuters organization) for the years 2012, 2013, and 2014. According to Super Lawyers magazine, this honor is for the top 2.5% of attorneys practicing in Texas who are under the age of 40.

While at Southern Methodist University, Ms. Sanchez was recognized as a nationally ranked moot court competitor. In 2002, she was the national champion for Best Brief and was the second place Oralist in the Hispanic National Bar Association Moot Court Competition. She also won the SMU Client Counseling Competition in 2001 and served as Chief Counsel for SMU's Criminal Defense Legal Clinic in 2002.

In addition to her law practice, Ms. Sanchez served as the 2005 Region XII Deputy of the Hispanic National Bar Association, Co-Chair for the 2005 Hispanic





National Bar Association Moot Court Competition and Midyear Conference, and Silent Auction Committee for Attorneys Serving the Community in 2009.

## **FIRM ASSOCIATES**

**Ed Bertram** joined Baron & Budd's Dallas office in 2018 as part of the Pharmaceutical Litigation Group. Mr. Bertram is a proud New Jersey native who moved to Texas before high school. He attended Texas Tech University where he earned a Bachelor's in Political Science with a minor in Spanish in 2007.

Mr. Bertram built a successful career in commercial real estate during the height of the Great Recession. However, a call to practice law was strong, as his passion has always been to fight for people, not corporations. Ed Bertram moved to Georgia to attend Mercer University's Walter F. George School of Law due to its proud tradition and focus on public service.

In law school Mr. Bertram fell in love with Constitutional Law which further solidified his passion to fight for the underdog. Ed Bertram competed his way onto Mercer's Mock Trial Team and represented his school in the top national competitions. While in law school, Mr. Bertram also worked as a law clerk for a trial practice specializing in fighting insurance companies in personal injury and wrongful death cases, as well as workers compensation cases, taking on corporate employers who attempted to deny just compensation to employees who sustained injuries on the job. Ed Bertram finished near the top of his class in 2014, graduating cum laude.

Mr. Bertram returned to the Dallas area, where he established a solo practice representing people in personal injury cases. Mr. Bertram was thrilled to join Baron & Budd and eager to add to the ranks of a plaintiffs' firm willing to take on any corporate interest, no matter how powerful. "I value loyalty and respect and, unfortunately, corporate greed consistently undermines those values. Baron & Budd's outstanding reputation makes me proud to help fight for what's right."

Standing up for those who need it most and honoring the memories of his father and brother are the qualities which drive Ed Bertram to aggressively represent our clients. Mr. Bertram's meticulous eye for detail, his tireless work ethic and a diverse life experience enrich every task he undertakes. In his free time, Mr. Bertram enjoys spending time with his family, good beer, and watching Texas Tech football.

**Jeremiah Boling** works at the New Orleans, Louisiana, offices of Baron & Budd as a member of the firm's Mesothelioma Litigation Group. A Georgia native, Mr. Boling attended Mississippi State University where he pitched for the Bulldogs baseball team and was selected for the Southeastern Conference academic honor roll.

After receiving a degree in Political Science from MSU, Mr. Boling moved to Louisiana to attend law school at Tulane University. During law school, Mr. Boling served as managing editor of the Sports Lawyers Journal.



Mr. Boling began his career at Barrios Kingsdorf & Casteix in New Orleans, where he gained valuable experience working on Chinese drywall, Actos and Vioxx litigation. A member of Baron & Budd's Asbestos Litigation team since 2013, Mr. Boling relishes being able to give a voice to those who have suffered enormously at the hands of the unscrupulous asbestos industry. "I enjoy the practice of law because it allows me to help people who have been victimized by corporate negligence and many times do not have the resources to stand up to commercial behemoths", he says.

Mr. Boling was named a Super Lawyer Rising Star for 2018-2020 and is listed in the National Trial Lawyers' Top 40 under 40. He finds his work emotionally rewarding. "Practicing in the field of asbestos litigation allows me to help people at their time of greatest need against companies that have nearly unlimited resources."

When he is not representing asbestos victims, Mr. Boling enjoys traveling with his wife and spending time with friends and family.

**Laura Cabutto** joined Baron & Budd's litigation team in 1999, and her practice concentrated on personal injury, product liability, toxic torts and wrongful death actions involving individuals who had been exposed to asbestos. Since 2005, she has focused exclusively on mesothelioma patients stricken by the aggressive and always fatal asbestos cancer. Mrs. Cabutto has managed and litigated cases in jurisdictions throughout the country.

Mrs. Cabutto returned to Baron & Budd in 2017 to continue her dedication to protecting those who have been harmed by companies that profit from failing to ensure the safety of others. She is honored to represent individuals and families through one of the most medically, emotionally and financially challenging times in their lives.

Laura Cabutto graduated in 1993 from the J. William Fulbright College of Arts & Science at the University of Arkansas in Fayetteville with a Bachelor of Arts degree in political science. In 1996 she earned her Juris Doctor from the Thurgood Marshall School of Law at Texas Southern University in Houston. When she is not busy at work representing mesothelioma patients, Mrs. Cabutto enjoys spending time with her husband and their teenage sons, all of whom share a passion for baseball and other athletics in which they can engage as a family.

**Chris Campbell** joined Baron & Budd's Dallas Environmental Litigation Group in August of 2016. He works with our west coast environmental team representing municipalities harmed by hazardous chemicals, such as polychlorinated biphenyls (PCBs) and Trichloroethylene (TCEs), which have been allowed to leach into the soil and community drinking water systems by unscrupulous corporations.

Chris Campbell's affinity for the environment began at an early age, as he explored the riverbanks near his childhood home in Wichita, Kansas and later the wooded expanses near his Fort Worth area backyard, developing a love of the outdoors. After graduating from the University of North Texas in 2007 with a B.S.



in Criminal Justice, Mr. Campbell enrolled in the Texas Wesleyan School of Law (now Texas A & M University School of Law), where he became vice president of the Sports and Entertainment Law Society and did pro bono work for Legal Aid of Northwest Texas.

After obtaining his law degree, Mr. Campbell honed his litigating skills by working in probate and estate planning, elder law, breach of contract, and employment law. He worked for a time at a firm in Corpus Christi representing vehicular accident clients whose cases had been turned down by other firms. Through his diligent and thoughtful investigation (talking to witnesses and police officers, carefully examining the opposing party's reckless driving and cell phone records), Mr. Campbell was able to establish solid cases and secure recoveries for many of those clients. "It felt good to know that I had obtained sizeable compensation for the suffering my clients had undergone through months of physical therapy and the stress of not knowing how they would pay their medical bills" he says. Mr. Campbell also gained experience in antitrust law, working on a Securities and Exchange Commission (SEC) probe into a major oil and gas company executive who was being investigated for possible fraudulent business activities.

It was while Chris Campbell was working in Corpus Christi that he first experienced what it was like to live in an area where the municipal water was not fit to drink – or bathe or wash clothes in. Over the course of two years, from 2015 to 2016, the City of Corpus Christi was forced to issue multiple "water advisories" warning its citizens to boil their drinking water because it was contaminated with bacteria, including on one occasion E. coli, and on another by an asphalt emulsifier called indulin AA86, which no amount of boiling, freezing, filtering or treating could eradicate.

It was this exposure to the hardships a community suffers when a resource as vital and elemental as drinking water becomes contaminated that led Mr. Campbell to seek employment with Baron & Budd's Environmental Litigation Group. Now he coordinates discovery and e-discovery projects for our west coast environmental litigation team, helping the Group represent municipalities harmed by PCBs, TCE, TCB, MTBE and atrazine in groundwater and municipal water systems. He also leads document review teams hired by Baron & Budd on a contract basis.

When he is not fighting to clean up the water, air and soil, Chris Campbell still enjoys being outdoors more than anything else. As a youth he organized neighborhood sports leagues in football, baseball and basketball. He is a rabid Texas Rangers baseball fan, traveling throughout the country to attend games whenever possible. But protecting the environment is never far from his mind. "As a boy I played in the woods near my home, exploring the wilderness and building forts. Now, I work to undermine the fortresses built by big corporations to shield themselves from liability for contaminating our precious resources."

**Saheli Chakrabarty** joined the Pharmaceutical Litigation Group at Baron & Budd's Dallas office in 2018, in pursuit of her longstanding goal of working to



positively impact the healthcare industry. At Baron & Budd she is thrilled to be having the influence she envisioned.

Ms. Chakrabarty was born in India and spent the majority of her grade-school years in Africa and Canada before moving to the United States. Her global upbringing clearly illuminated for Ms. Chakrabarty the effect of healthcare systems on personal well-being, the importance of high-quality medical treatment, and how medicine is a unifying thread across the world. With that clarity of concept in mind, she entered New York University with the intention of becoming a physician. It was during her time as a pre-medicine student at NYU that Ms. Chakrabarty realized she could have a more profound and lasting impact on protecting individuals by correcting deficiencies in our healthcare system rather than focusing on individual patients. Ms. Chakrabarty knew that finding a way to ameliorate the healthcare industry as a whole would ultimately benefit the entire population.

With the aforementioned goal in mind, Saheli Chakrabarty pursued a legal education at the University of Pittsburgh School of Law in Pennsylvania. She took healthcare law courses and interned in-house at a large health insurance corporation and at a high-end boutique healthcare law firm, thereby gaining a significant understanding of the healthcare industry. She received the Computer-Assisted Legal Instruction (CALI) Excellence for the Future Award in Bioethics and Law, which is given each semester to the student with the highest grade in that course.

During her tenure in law school, Ms. Chakrabarty served as the Editor-in-Chief of the Pittsburgh Tax Review and participated in its Taxpayer Clinic, during which she represented low-income clients before the United States Tax Court. She also served as Associate editor at the JURIST, a web-based legal news and real-time research service powered by law students and staff at the University.

Prior to joining Baron & Budd, Ms. Chakrabarty clerked for the Honorable Dan Pellegrini, who was, at the time, the President Judge of the Commonwealth of Pennsylvania. During her clerkship, Ms. Chakrabarty researched and analyzed complex appellate issues and drafted countless opinions in response.

After the end of her clerkship and a decade in the Northeast, Saheli Chakrabarty relocated to Dallas, Texas, for new adventures with her husband and their puppy. In her free time, she escapes into thriller fiction, continues exploring the world and her heritage through cooking, and is always planning her next big getaway.

**Brittany Clark** works closely with clients suffering from serious health problems after using various pharmaceuticals, such as Fluoroquinolones, Risperdal, Lipitor, Testosterone therapy drugs, Zoloft, GranuFlo, transvaginal mesh and several others. Ms. Clark remains at the forefront of the firm's pharmaceutical litigation practice, often spearheading investigation into new drugs or devices that may be causing serious physical harm to patients – and most importantly, what Baron & Budd can do to help these people.



Prior to her work at Baron & Budd, Ms. Clark represented tens of thousands of patients suffering from harmful pharmaceutical products against numerous multi-billion dollar pharmaceutical corporations. She worked closely with countless clients and their families throughout the litigation process to fully understand each client's needs, as well as fulfill the legal needs of each client's case.

Ms. Clark graduated cum laude with her J.D. from the Thurgood Marshall School of Law at Texas Southern University in Houston. She also holds a B.A. in Business Administration from Baylor University.

**Silvia Clemko** joined the Dallas offices of Baron & Budd in 2019. She is a member of the Litigation Group. Mrs. Clemko was born and raised in Dallas, Texas. She is a first generation American and the oldest of six siblings. She graduated from Seagoville High School, located just southeast of Dallas.

Mrs. Clemko attended the University of Texas at Arlington where she double-majored in Political Science and Criminal Justice. Mrs. Clemko then attended Southern Methodist University where she obtained her Master's in Dispute Resolution and Conflict Management. After graduating from SMU, Mrs. Clemko attended Western Michigan University Cooley Law School in Lansing, Michigan, where she obtained her Juris Doctor.

While at Western Michigan, Mrs. Clemko interned with the Washtenaw Public Defender's Clinic and was involved in numerous other organizations. These included leadership positions with the Student Bar Association and memberships in the Hispanic Law Association and Black Law Students Association. She also competed in Mock Trial and Moot Court competitions.

Mrs. Clemko started her legal career in 2015 at a boutique law firm in Dallas, working on behalf of individuals seriously injured by the negligent acts of others. There, she handled numerous pre-litigation claims, as well as taking several cases through litigation and into trials by jury. "It is a privilege that my clients trust me to be their voice as they navigate the legal process against those who have caused harm to them and their families."

Mrs. Clemko is a member of the Texas Trial Lawyers Association, Dallas Hispanic Bar Association, Dallas Trial Lawyers Association, Dallas Young Lawyers Association and the Dallas Bar Association. Of her involvement in legal organizations, Mrs. Clemko says: "Being active in various associations is key to staying connected and up-to-date on the issues affecting the communities we serve."

**Sterling Cluff** joined Baron & Budd after eight years of defending complex commercial, consumer and real estate cases, including multiple high-profile class actions and real estate cases. Sterling Cluff was excited to join Baron & Budd's mission to "protect what's right" as a part of the Firm's class action practice in our Los Angeles Office.



Sterling Cluff works in Baron & Budd's Los Angeles office, where he takes on large-scale litigation as a member of the Firm's class action practice. He brings an astute knowledge of complex California commercial, consumer and real estate law to our expert team.

Prior to joining Baron & Budd, Sterling Cluff worked in the Class Action and Commercial Litigation practice groups of a Los Angeles boutique law firm. There, he was exposed to complex commercial and real estate litigation, consumer claims and high-profile class action lawsuits involving millions of plaintiffs. In the process of defending large national class actions, Sterling Cluff saw firsthand how defendants can take advantage of individual consumers and the benefit that individuals gain in their fight against formidable corporations by banding together to form classes with the force of "what's right" behind them. Mr. Cluff's experience re-ignited his desire to help people who have suffered at the hands of unscrupulous corporations obtain just reparation for their distress.

During his undergraduate studies, Sterling Cluff was a witness to the overreach of authorities imposing their will on an individual, despite a presumption of innocence until proven guilty, by pressing exaggerated and superfluous charges, issuing arrest warrants and conducting redundant and harassing searches. The overbearing actions of the prosecuting agency, which caused anguish and hardship for the individual and his family, brought home to Mr. Cluff the importance of having skilled and aggressive advocacy to protect individuals' rights. This formative experience instilled in Mr. Cluff a keen desire to ensure that the rights of all individuals are protected.

During law school, Sterling Cluff was fortunate to work on the 9th Circuit Court of Appeals for Judge Arthur L. Alarcon, Sen., prior to his retirement. Judge Alarcon instilled in all of his clerks and externs strong ethics and a high regard for professionalism, with the goal of ensuring that every person coming before the court receive proper justice. Mr. Cluff heeded Judge Alarcon's mandate to use his legal training to ensure that individuals were not taken advantage of by powerful entities and were justly compensated when entities overstepped the boundary of legal business conduct. Throughout his career, these life events have intensified Sterling Cluff's drive to protect his clients from unprincipled individuals and ruthless corporations and to aggressively and efficiently pursue compensation for the harm they inflict.

After a full day at work, Sterling Cluff enjoys surfing in summer and snowboarding in winter. When he is at home, he likes to spend time in his garden growing vegetables and native California plants.

**Rebecca Currier** is an associate in the Legacy Case Management Group at Baron & Budd, where she advocates for our clients with mesothelioma and other asbestos-related diseases. Ms. Currier fights for compensation on their behalf from bankrupt asbestos companies. She strives to ensure that the victims of unscrupulous asbestos manufacturers receive compensation that brings a level of financial security to their families.



Ms. Currier obtained her bachelor's degree from Cornell University in Industrial and Labor Relations. Her studies at the university provided insight into the unsafe working conditions faced by so many throughout history. She became passionate about workers who suffered catastrophic workplace injuries and illnesses while laboring to provide for their families.

Ms. Currier graduated with the intent to pursue a career devoted to improving the lives of everyday workers. She obtained a job in the human resources department of a multinational corporation where she worked with executive leadership to influence and implement workplace policies. In the evenings, she began pursuit of her law degree. In 2010, Ms. Currier graduated with her Juris Doctor from Texas Wesleyan School of Law (now Texas A&M School of Law). With law degree in hand, Ms. Currier relocated to her hometown in Upstate New York where she established a profitable practice.

In 2014, after obtaining several favorable trial verdicts as a solo practitioner, Ms. Currier chose to relocate to Dallas, Texas, with the intention of continuing her pursuit of improving the lives of working families. Her position at Baron & Budd is an ideal platform from which to leverage her well-rounded experience in law and her industrial and labor relations background.

**Nick Custred** joined Baron & Budd in 2019 as an associate briefing attorney in the firm's Asbestos Litigation Group and Catastrophic Injury Group, where he advocates on behalf of clients with mesothelioma and other egregious injuries by utilizing research and writing skills to draft motions and court pleadings on issues specific to each client's case. Mr. Custred is dedicated to providing optimal legal representation to his clients, and he believes this level of representation begins with a thorough understanding of the law and facts pertaining to each individual case.

A native Texan, Mr. Custred attended college at the University of North Texas where he graduated magna cum laude with a Bachelor's Degree in Political Science in 2013. Upon graduating from UNT, Mr. Custred attended law school at the Texas Tech School of Law in Lubbock, Texas, where he served as an editor on the Texas Tech Business & Bankruptcy Law Journal. During his time at Tech Law, Mr. Custred received awards for his outstanding editing and writing skills, while also excelling in the school's trial advocacy program.

Mr. Custred was inducted into the National Order of Barristers in 2016 for his skill as a trial advocate. He also served as a coach and mentor for young law students interested in learning the art of trial advocacy. While studying at Tech Law, Mr. Custred worked as a law clerk at a personal injury firm in Lubbock, Texas, where he was able to sharpen his legal research and writing skills to represent plaintiffs in various personal injury lawsuits across west Texas.

Prior to joining Baron & Budd, Mr. Custred worked as an associate attorney at a plaintiff personal injury firm in Dallas, Texas, where he gained valuable experience representing hundreds of clients injured as a result of major corporations and medical providers valuing profits over the well-being of their



customers, patients, and employees. During this time, Mr. Custred was able to refine his legal writing skills by providing legal representation to clients in various fields of law, including complex commercial litigation, personal injury, probate litigation, insurance litigation, products liability, medical malpractice, consumer/deceptive trade practice, and defamation.

In his position at Baron & Budd, Mr. Custred utilizes his legal writing skills to ensure that victims of catastrophic injuries and irresponsible manufacturers receive the legal representation they deserve. Through his understanding of complex motion practice and legal writing, Mr. Custred strives to produce the highest quality work product that will advance his clients' cases and enhance the value of their claims.

**Chris Edwards** has always enjoyed hiking, camping, hunting and fishing. As an ardent outdoor enthusiast, Mr. Edwards has a deep appreciation for the lands and waters in which he spends almost all his time away from work. It is his fervent passion for the outdoors, combined with a keen affinity for public service, that drew him to Baron & Budd's mission.

Mr. Edwards was born and raised in Austin, Texas. He earned his law degree from Texas Wesleyan School of Law and also holds a Bachelor of Science degree in Business Administration from Texas Tech University. During law school, he clerked for the Appellate Division of the Tarrant County Criminal District Attorney's Office and also for Shannon, Gracey, Ratliff & Miller, LLP.

Mr. Edwards enjoys giving back to the communities in which he lives and works by advocating for clients through the Dallas Volunteer Attorney Program. He has represented clients pro bono in family law and probate matters and derives much satisfaction from helping people in need and positively impacting the lives of others.

**David Fernandes** joined Baron & Budd's California office in August 2014. He represents clients across the United States in class action litigation involving automobile safety, fraudulent banking practices, and deceptive advertising.

Born and raised in Los Angeles, California, Mr. Fernandes earned his J.D. from Pepperdine University School of Law. He also holds a Bachelor of Science degree in Business Administration from the University of Southern California. While at Pepperdine University, Mr. Fernandes served as president of the Student Bar Association from 2010 to 2011. During law school, he also clerked at the Children's Law Center of California, which serves as appointed counsel for abused and neglected children who come under protection of the Los Angeles county juvenile dependency court systems.

Mr. Fernandes was heavily involved with Pepperdine's Geoffrey H. Palmer Center for Entrepreneurship and the Law, where he was an integral member of the Palmer Center's first Student Advisory Board from 2009 to 2010 and served as the board's vice-chairman from 2010 to 2011. Prior to joining Baron & Budd, he





spent several years at a mid-size firm, representing clients in a variety of consumer fraud cases and residential construction defect actions.

Despite being well-beyond his law school years and fully involved in a rewarding career with Baron & Budd, Mr. Fernandes finds time to mentor first-year law students at his alma mater. As a preceptor at Pepperdine Law School, he works with a new group of first-year law students every year to provide mentorship regarding a variety of student decisions, from resume preparation to interviewing techniques. By giving his time to these students, Mr. Fernandes uses his experience to prepare future colleagues for successful entry into the legal field. “Providing substantive feedback and support to these promising law students is very rewarding and allows me to give back to the school which shaped my world view about the legal field and what is possible.”

David Fernandes has committed himself to a life of purpose, service and leadership. His passion for public service and social responsibility drew him to Baron & Budd’s mission.

**Rachel Fortner** is an associate in Baron & Budd’s Wildfire Recovery Group, where she advocates for the many people whose lives were decimated by the Camp Fire in Butte County, California, in 2018. Ms. Fortner received her law degree in 2002 from the University of Georgia’s School of Law in Athens, Georgia.

Rachel Fortner joined Baron & Budd’s Wildfire Recovery Group in 2018 after her home burned to the ground during the Camp Fire. She felt a strong desire to help all victims of the fire rebuild their homes, lives and communities. “My purpose now is to give voice to the stories of each Camp Fire victim and to provide them with a tangible way to rebuild their lives. That rebuilding will come in large part from holding those responsible for the Camp Fire accountable.”

Ms. Fortner did her undergraduate work at Smith College, where she received a bachelor’s degree in political science with an emphasis in political theory. Through much of her legal career, Ms. Fortner has advocated for people whose voices are often ignored in the legal process. She relishes standing up to a bully on behalf of those who are not in a position to stand up for themselves. Ms. Fortner has represented disabled and low-income clients in foreclosure, consumer, domestic, bankruptcy, tax, social security and other civil or administrative proceedings.

Ms. Fortner’s strong appellate practice and her skill in appellate writing garnered her a position drafting opinions and orders for the Kentucky Court of Appeals as an appellate staff attorney. Favorable opinions she wrote that were upheld by the Kentucky Court of Appeals include *McIntosh v. Campbell*, 2015 WL 3826246 (Ky. App. 2015)(2014-CA-002084-ME), and *Crabtree v. Crabtree*, 484 S.W.3d 316 (Ky. App. 2016). In particular, Ms. Fortner is proud of an appeal she wrote on behalf of a family against whom payroll tax penalties were improperly assessed. Her successful appeal resulted in release of all federal tax liens against her client’s



home, the extinguishment of \$100,000 in tax liability, and \$10,000 refunded to her client for penalties previously paid.

Ms. Fortner is proud to be a part of Baron & Budd's team of dedicated advocates working on behalf of the victims of Northern California's catastrophic fires. "Despite losing our home, I am constantly aware of how fortunate my family is to have survived the fire. I take great comfort and joy in knowing that my husband, our children, and our dog, Brutus, are safe. It is immensely rewarding to help my clients rebuild their lives as I rebuild my own. Like my clients, the activities I once loved seem trivial since the fire: playing my guitar; golfing with my husband on sunny days; and teaching yoga. I look forward to seeing my clients enjoy the passions they relished before the fire: playing a sport or an instrument; being in nature; reading a novel on a lazy afternoon; cooking a meal for loved ones to enjoy. To me, these pastimes demonstrate genuine signs of recovery."

**Grace Fujita** joined the Los Angeles office of Baron & Budd in 2018. She is a member of the Class Action Litigation Group. Before joining Baron & Budd, Ms. Fujita successfully represented numerous clients in a wide range of high-exposure matters ranging from claims of excessive force and violations of civil rights against law enforcement agencies, assault and battery, premises liability, general liability, medical malpractice, and employer and municipal liability.

Ms. Fujita graduated Magna Cum Laude from the University of California, Los Angeles, with an undergraduate degree in Psychology and later attended law school at the University of California, Davis. While in law school, she served as a Federal Judicial Extern for the Honorable Terry J. Hatter, Jr. in the Central District of California. She also served as an editor for the Journal of International Law & Policy and participated in a student-run mediation program at the Yolo County Courthouse. Ms. Fujita was recognized in law school for her pro bono and public interest work.

Her keen interest in the intersection of healthcare and law led her to obtain a Master's in Public Health from the UCLA Fielding School of Public Health after working as an attorney for a number of years. Ms. Fujita draws on her extensive litigation background and healthcare knowledge on a daily basis in advocating for her clients at Baron & Budd.

**Molly Goza** joined Baron & Budd's Pharmaceutical Litigation Group in 2019. She works with the pharmaceutical team representing municipalities harmed by the opioid epidemic.

A Texas native, Ms. Goza played softball for University of Mississippi and Louisiana Tech University. During her time as a student-athlete, she earned Southeastern Conference (SEC) and Western Athletic Conference (WAC) Academic All-Conference Awards for each year of athletic participation. In 2011, Ms. Goza earned a bachelor's degree in business finance from Louisiana Tech University. After graduation, she worked in the commercial construction industry for five years.



Ms. Goza received her law degree from Marquette University in 2019. During law school, she earned a sports law certificate from the National Sports Law Institute and was a member of the Marquette Sports Law Review. Additionally, she was involved in many different pro bono opportunities, including the Domestic Violence Injunction Hearings Project, Estate Planning Clinic, and Guardianship Clinic. Additionally, through the Sports Law Program, she interned with the legal team for the Milwaukee Brewers baseball club. In her free time, Ms. Goza enjoys attending Texas Rangers baseball games, traveling, and spending time with family and friends.

**Bryan Green** joined Baron & Budd in August 2015, when he took the helm to serve as lead counsel in the firm's trucking and catastrophic injury section. He represents individuals and families who have sustained devastating injuries or suffered wrongful deaths of loved ones due to the reckless and careless acts of others. Mr. Green aggressively pursues justice for them and ensures that wrongdoers are held accountable. In doing so, he has recovered millions of dollars on behalf of his clients.

Mr. Green has tried cases to verdict and judgment in courts throughout Texas, including obtaining one of the highest jury verdicts for Dallas County in 2018. He was selected as one of the "Top 40 Under 40" plaintiff lawyers in Texas by the National Trial Lawyers and has been honored as a Super Lawyers' Rising Star (a distinction reserved for only 2.5% of attorneys in Texas).

Mr. Green has a wealth of knowledge of the trucking industry, particularly from a legal and litigation standpoint. He uses that knowledge and experience to advance his clients' cases and enhance the value of their claims. Currently, he is a member of the renowned Interstate Trucking Litigation Group of the American Association for Justice, the leading collaborative network of plaintiff trucking lawyers.

Prior to joining Baron & Budd, he spent years representing commercial drivers and trucking companies on the defense side. This experience gives him a unique perspective and understanding when it comes to case investigation and analysis. In addition to trucking litigation, Mr. Green has extensive experience dealing with catastrophic injuries caused by a wide variety of wrongful acts, including drunk driving accidents, product failures, fights and assaults, and violations of civil rights.

Mr. Green graduated from Texas Tech School of Law in 2009 and obtained his Texas law license that same year. He is admitted to practice law in every state court and federal district court in Texas. Prior to law school, he received his bachelor's degree in International Studies from the University of Denver where he was a 2003 Academic All-Conference selection for the university's NCAA Division I Men's Soccer team.

When not practicing law, Mr. Green enjoys spending time with his family and is an avid fan of the Dallas Mavericks.



**Julia Handt** is an attorney in the Pharmaceutical Litigation Group at the Dallas offices of Baron & Budd. She works with the firm's pharmaceutical team to make a difference in the fight against the opioid crisis.

Ms. Handt earned undergraduate degrees in Psychology and Criminology from the University of Texas at Dallas in Richardson, Texas, before deciding to attend law school at Texas Tech University School of Law in Lubbock. While in law school, she served as a judicial intern for the Honorable Judge Mark Rusch of the 401st District Court in Collin County, Texas. The experience left her with a clearer understanding of all areas of law and helped clarify for her the type of law she would ultimately choose to practice.

Ms. Handt went on to represent indigent clients at the Texas Tech Family Law and Housing Clinic, where she was able to expand her legal expertise even more. As a result of her strong commitment to helping the legal community, Ms. Handt was recognized with the Pro-Bono Honor Roll Award upon graduation from Texas Tech in May 2018.

Following receipt of her Juris Doctor, Ms. Handt returned to her hometown of Wylie, Texas, where she sought to join a law firm whose principles of helping people aligned with her own. She joined Baron & Budd in 2019, which she considers an ideal fit.

**Joe Heilman** joined the Los Angeles office of Baron & Budd in 2019 as an attorney in our Class Action Litigation Group. There, he works as part of the Opioid Litigation team with a focus on analyzing evidence pertinent to the Racketeer Influenced and Corrupt Organizations (RICO) Act for the national Opiate Multi-District Litigation (MDL).

Before joining Baron & Budd, Mr. Heilman worked as a legislative aide for the State of Ohio, where learned the value of public service and saw firsthand how rewarding interacting with community members for positive change can be. He had the opportunity to work on several different bills, including legislation that updated Ohio laws to protect military spouses and their families from financial hardship during active deployment. Mr. Heilman also worked directly with constituents to assist them in obtaining unemployment benefits, promote environmental advocacy, and conduct general outreach.

Joe Heilman graduated from Ohio State University with an undergraduate degree in Political Science. He attended law school at the University of Alabama School of Law. While in law school, he served as senior editor for the Law and Psychology Journal and was a member of the Intellectual Property moot court team. He also served as a Federal Judicial Extern for the Honorable John E. Ott in the Norther District of Alabama.

In addition, Mr. Heilman clerked with the U.S. House of Representatives Oversight and Government Reform Committee in 2013, focusing on fraud, waste, and corruption in government. More recently, he clerked with the Alabama Attorney General's Office in their White Collar Crime Division. During his time



at the Oversight and Government Reform Committee, Mr. Heilman investigated the IRS for unscrupulous targeting of certain nonprofit organizations, in violation of the First Amendment. While with the Alabama Attorney General's Office, he helped secure several convictions, including a conviction for murder.

Mr. Heilman moved to California in 2015 so he could be closer to his family and continue to pursue his legal career. After working several years in documentary filmmaking, he began working with Baron & Budd in 2018 as a contract attorney, helping with the national opioid litigation, and joined the firm full-time in 2019.

In his free time, Mr. Heilman enjoys Southern California weather and being outdoors as much as possible. He also continues to pursue social and human interest projects in the documentary film industry.

**Deb Humphreys** joined Baron & Budd's Pharmaceutical Litigation Group in 2018. She works with the pharmaceutical team representing municipalities harmed by the opioid crisis, declared a national public health emergency under federal law by President Trump in October 2017. Joining the team was a natural fit for Ms. Humphreys, who experienced firsthand the devastating effects addiction can wreak on a community when she was an active volunteer at the Austin Resource Center for the Homeless while attending the University of Texas at Austin.

Following her graduation from the University of Texas, Ms. Humphreys worked for five years as a public transportation planner for the North Central Texas Council of Governments. There, she developed facilities devoted to alternative forms of transportation. In an area experiencing rapid growth, she became an advocate for those in need of services that quite literally take a back seat to more typical forms of public transportation. Her work as an advocate spurred a desire to become an attorney, where she felt her efforts could be better utilized on a wider scale.

Deb Humphreys earned her Juris Doctor from Texas A&M School of Law, where she was a contributing writer at the *Journal of Property Law*. While there, she wrote an article discussing the hardships our communities face due to environmental degradation and its far-reaching effects on our food supply. Her piece, titled *The Honey Trap: How Pesticide Regulations Hold the Key to Honey Bee Survival*, was selected for publication by the *Journal*. Ms. Humphreys was also successful in her alternative dispute resolution endeavors, becoming a credentialed mediator upon graduation.

Prior to joining Baron & Budd, PC, Ms. Humphreys served as a judicial intern for the Honorable Phil Sorrells, judge at County Criminal Court Number 10 in Tarrant County, Texas. It was here that Ms. Humphreys was exposed to the appeals process and gained substantial experience in criminal law matters. Ms. Humphreys went on to join the law firm of McGrath & McGrath, PLLC, where she worked as an advocate for family members experiencing hardships due to divorce, child welfare, or illness/injury. Her desire to make a significant difference in the lives of others led her to the firm of Baron & Budd, where she continues to be a tireless advocate for those in need.



Ms. Humphreys is a member of the Tarrant County Bar Association, Texas Association of Mediators, and the Texas Bar College. In her free moments, she enjoys spending time with her husband and four rescue dogs, Jack, Piper, Sadie, and Surf.

**Arynn Johnson** joined Baron & Budd's Pharmaceutical Litigation Group in 2019. Ms. Johnson received her B.A. in Political Science from Texas A & M University in 2013 and graduated from St. Mary's University School of Law in 2018.

As a law student, she interned with the Tarrant County Judicial Staff Counsel and Special Magistration, the Dallas Public Defender's Office, and the Hunt County District Attorney's Office. Ms. Johnson held the title of Vice President of St. Mary's chapter of the Black Law Student's Association and had the opportunity to present policy changes to Texas legislators while participating in the Criminal Justice Clinic where she helped indigent members of her community with criminal matters.

Ms. Johnson loves being outdoors, surrounded by nature. She revels in numerous creative pursuits that bring joy and enlightenment to her daily life.

**Jason Julius** cares deeply about the environment. That is what compelled him to join Baron & Budd's Environmental Litigation Group in 2017. Bringing the polluters and contaminators of our precious natural spaces to justice is what drives Mr. Julius' passion every day.

In 2002, Mr. Julius completed his undergraduate education at the California Polytechnic University San Luis Obispo, where he obtained his Bachelor of Arts degree in Business Administration with a dual concentration in management and marketing. He was an active member of the Cal Poly chapter of the American Marketing Association and served on the board as chapter representative to the AMA national conference. Following graduation, Mr. Julius worked in the private sector for several years before attending law school.

Jason Julius obtained his Juris Doctor, cum laude, from California Western School of Law in 2007. While enrolled, he was named to the Dean's List, was a board member of the Entertainment & Sports Law Society, and participated in international law programs in Prague, Czech Republic, and London, England. Mr. Julius is an active member of the San Diego County Bar Association, Consumer Attorneys of San Diego, and Consumer Attorneys of California. His time away from work is spent enjoying the beautiful Southern California weather with his wife and three children.

**Peter Klausner** has spent the entirety of his career representing and helping to restore the victims of fraud, malpractice and negligence. He has advocated on behalf of numerous injured clients at all phases of litigation, including multiple jury trials that have gone to verdict. The breadth of his career has spanned cases involving banking fraud, auto-defects, surgical implantation devices, hazardous materials (PCBs, lead, ethylene/propylene glycol ethers, tetragenic solvents), big



pharma and birth injuries. More importantly, Mr. Klausner has had the honor of appearing in court while standing next to hard-working men and women from all over the country who would otherwise have found themselves overmatched by the moneyed interests that harmed them and now deny responsibility.

Mr. Klausner obtained his undergraduate degree from the University of Southern California and earned his J.D. from Loyola Law School of Los Angeles. In his second year at Loyola, he competed on behalf of the school's prestigious mock trial team, winning the 2009 AAJ regional tournament, while also serving as a chair of his school's Public Interest Law Forum, where he helped disadvantaged Los Angeles residents obtain their public assistance benefits. In his final year, Mr. Klausner interned at the Los Angeles County District Attorney's Office (hardcore gang division), while simultaneously competing on Loyola's Moot Court team, during which time he was ranked as one of the top three oralists in the nation at the ABA's 2010 National Moot Court Competition.

Following law school, Mr. Klausner worked as an associate at Waters, Kraus & Paul, LLP, where he represented numerous victims of toxic exposures and faulty surgical devices. In one such instance, he obtained a multi-million dollar verdict from a San Diego jury on behalf of a technician who had been exposed to asbestos while serving in the United States Navy. In addition, he obtained several multi-million dollar settlements in cases involving birth defects that resulted from mothers' exposure to industrial solvents, while also litigating on behalf of cancer survivors whose illnesses could be linked to PCBs manufactured by the Monsanto Company.

Mr. Klausner has continued handling cases in numerous fields, but always involving consumers and victims who have been injured through no fault of their own, and who would otherwise find themselves powerless in the fight against big businesses, negligent corporations and well-financed adversaries. He currently specializes in banking fraud, auto-defects and big pharma.

When not practicing law, Mr. Klausner enjoys marathon training, going to the movies, watching Laker games and exploring the cosmos with his telescope.

**Sangeeta Kuruppillai** first worked for Baron & Budd in 2010 as a attorney in the firm's Environmental Litigation group, reviewing discovery documents for cases involving atrazine, an herbicide used for weed control in farm crops which has been linked to prostate and breast cancer and is thought to be causing declines of endangered amphibians. In 2012, Ms. Kuruppillai worked on pharmaceutical cases related to the drug Avandia, thought to increase the risk of serious heart problems in diabetes patients for whom the drug was prescribed. She specializes in the electronic review (eDiscovery) of documents in mass tort litigation.

Before coming to Baron & Budd, Ms. Kuruppillai spent twelve years as an Assistant City Attorney at the Dallas City Attorney's Office in Texas, defending city management in race and other employment discrimination cases. She also worked as a Claims Attorney for Great American Insurance Group and as Manager of the Civil Division and Chief Deputy in the Dallas County Clerk's



Office. At Baron & Budd, she also worked for a year and a half in our Employment group, preparing motions and performing pre-trial and trial work relating to the Fair Labor Standards Act (FLSA), using the skills she honed as an assistant city attorney to represent clients at Baron & Budd who have been hurt by large companies.

In late 2014, Ms. Kurupillai re-joined Baron & Budd's Environmental Litigation Group, where she currently reviews discovery documents for the MyFord Touch litigation, an in-car communication system thought to put drivers at risk of an accident, and Trichloropropane (TCP) cases, representing victims of groundwater and soil contamination in several California cities. "I enjoy helping put the pieces of a puzzle together to establish a case against offenders of mass tort, like water contamination or defective products".

Sangeeta Kurupillai chose a career in law because she wanted to make a constructive difference in people's lives. Her work in our Environmental Litigation Group allows her to make a significant impact in the lives of our clients and to positively affect our fragile environment at the same time.

**Brett Land** is an associate in Baron & Budd's Environmental Litigation Group. Since joining the Group in 2014, he has represented more than a hundred individuals and public entities harmed by toxic contaminants.

An integral member of the team representing the cities of San Diego, Long Beach, San Jose, Oakland, Berkeley, Portland, Port of Portland, Spokane, Seattle and the State of Washington, Mr. Land seeks to hold Monsanto Company responsible for pollution of American waterbodies caused by their polychlorinated biphenyls (PCBs), a group of hazardous chemicals used in a number of products, including caulk, paint, and electrical equipment. He has also represented a number of schools whose building products were contaminated by Monsanto Company's PCBs.

Through his work with the Environmental Litigation Group, Mr. Land also represents public water providers and private well owners in litigation involving chemicals that contaminate water bodies and property, including trichloroethylene (TCE), a nonflammable, colorless and highly toxic solvent, and perfluorinated chemicals (PFCs), such as GenX, which was touted by its makers as a "safer" alternative to the original PFC, known as C8. Mr. Land represents private well owners and public water providers in lawsuits against DuPont and Chemours to address those companies' pollution of the Cape Fear River and North Carolina drinking wells with PFCs. Mr. Land is also part of the team representing the State of Vermont and State of Rhode Island in litigation arising from contamination of groundwater with Methyl tert-butyl ether (MTBE), a gasoline additive.

Brett Land grew up in Midlothian, Texas, considered by some to be the "cement capital" of the state for its three gigantic cement plants providing a backdrop to practically every childhood memory of his hometown. Mr. Land recalls that when the cement company closest to his home billowed smoke from its towering smokestacks at night, the chimneys' floodlights bathed a good part of his





neighborhood in a thick, orange, otherworldly haze. As a youth, Mr. Land often wondered what might be in the smoke that filled the air he and his family were breathing. This concern instilled in him a keen desire to make sure that every manufacturer's by-products are safe and, when they're not, to stop those harmful contaminants in their tracks. Baron & Budd is proud to have an attorney on staff with such a passion for his craft and for the safety of our citizens and water supplies.

**A'Lys Lawrence** is an attorney in Baron & Budd's Pharmaceutical Litigation Group. She joined Baron & Budd in 2019 after several years of working in the oil and gas industry.

Ms. Lawrence received her B.A. in Government and Spanish from the University of Texas at Austin and studied abroad at the University of Cádiz in Spain. As an undergraduate, she participated in the Intellectual Entrepreneurship Pre-Graduate Internship. As an intern, she attended classes at the University of Texas Law School with a law student serving as her mentor. Her appreciation for the law and her interest in its ability to shape our world developed from this internship and inspired her to pursue a legal career. Ms. Lawrence attended the University of Houston Law Center and received her J.D. in 2013.

While in law school, Ms. Lawrence interned at the Harris County District Attorney's Office and the United States District Court for the Northern District of Texas. She also worked as a student mediator in the Justice Courts of Harris County. As a mediator, she assisted parties with cases ranging in variety from breach of contract issues to landlord-tenant disputes. Ms. Lawrence also participated in the Transactional Law Clinic where she helped non-profit organizations and small businesses organize as legal entities and understand their legal responsibilities.

**Jay Lichter** joined Baron & Budd's Los Angeles office in 2018 as a member of the Firm's Class Action Litigation Group. He knew his strong drive to fight for victim's rights would be well-suited to Baron & Budd's aggressive "fight for what's right" approach to seeking justice for those harmed by financial fraud, automobile defects, deceptive food labeling, false advertising, securities fraud and environmental contamination.

Prior to joining Baron & Budd, Mr. Lichter worked as a litigator in a boutique Los Angeles law firm where he divided his time equally among the firm's various practices, representing businesses and entrepreneurs in a wide array of industries throughout southern California. There, Mr. Lichter handled all phases of litigation in actions involving real estate, financial services, entertainment and technology. Mr. Lichter successfully brought hundreds of breach of contract actions on behalf of multiple local businesses from initiation to dispositive motion practice and settlement, and successfully defended suits involving new and changing business marketing technologies and strategies.

Mr. Lichter began his career and received his training as an associate at a class action law firm in Beverly Hills. While there, he helped bring nationwide, multi-



million dollar litigation to settlement. Mr. Lichter also worked as a law clerk for the District Attorney's Offices of San Diego County and Ventura County, where he gained valuable experience in criminal prosecution and developed his passion for victim advocacy.

Mr. Lichter received his J.D. from the University of California, Davis, School of Law in 2009. As a law student, he served as a staff editor for the U.C. Davis Business Law Journal and the U.C. Davis Journal of International Law and Policy. During the course of his studies, Mr. Lichter clerked for both the Office of the Attorney General of California and Legal Services of Northern California, receiving awards for his pro bono and public service work. He received his B.A. from the University of California, Los Angeles in 2004, graduating cum laude.

In his free time, Mr. Lichter enjoys international travel, hiking, caring for animals, and cooking with his wife. His favorite travel destination is the Cambodian temple complex of Angkor Wat, which he visited for the first time in 2016.

**Jeffrey Lipinski** began working with Baron & Budd's Class Action Litigation Group in 2016, joining the firm in a full-time capacity in 2018. During his time with the firm, he has worked on issues involving expert analysis of evidence, drafting pleadings and motions, investigating and proving up arguments against multiple kinds of defendant entities, and large-scale document management and review projects. Additionally, he represents individuals injured by dangerous or defective products, and individuals whose intellectual property interests have been commercially misappropriated. Mr. Lipinski currently leads a team of attorneys who work with the Opioid Litigation Group. Mr. Lipinski's specific focus as part of the Opioid Litigation Group is to investigate, prove, and marshal evidence for a trial of the Racketeer Influenced and Corrupt Organizations (RICO) claims currently pending in the national Opiate Multi-District Litigation (MDL). Mr. Lipinski's interest in litigation and advocacy began during high school as he excelled on his school's Mock Trial, Speech and Debate teams.

Mr. Lipinski earned his Juris Doctor and Specialization Certificate in Intellectual Property from Golden Gate University School of Law, where he served as Vice President of the Student Bar Association from 2013 to 2014 and as First Year Class Representative from 2011 to 2012. His academic diligence earned him achievement awards related to his research and writing skills, his induction into the Jessie Carter Honors Society, and his participation on the Golden Gate University Law Review as a Staff Editor.

Prior to joining Baron & Budd, PC, Mr. Lipinski served as a judicial intern for the Honorable Socrates Peter Manoukian, Superior Court Judge for the California Superior Court of Santa Clara. He also spent one year as a solo practitioner, advising and assisting clients on a variety of copyright, trademark, general litigation and business matters.

**Jonas P. Mann** is an associate with the Class Action Group in Baron & Budd's Los Angeles office, representing clients in automotive defect, banking fraud, and other complex class actions. He discovered early on that representing people in



class actions is especially rewarding because it helps to level the playing field for consumers, who typically would not be able to obtain justice individually. Mr. Mann has spent the majority of his legal career helping consumers who have suffered as a result of wrongful business practices.

Prior to joining Baron & Budd, Mr. Mann worked at a plaintiff's firm in San Francisco where he represented clients in a number of consumer fraud, employment, and data privacy class actions as well as pharmaceutical mass torts. He has successfully litigated numerous class action cases involving defective homebuilding materials, including shingles, siding, windows, and decking. Additionally, Mr. Mann has litigated consumer fraud cases against some of the biggest names in Silicon Valley and a false labeling case against one of the country's largest food companies.

Mr. Mann is a West Coast transplant; he was born and raised in Pennsylvania. He earned his J.D. from Temple University's James E. Beasley School of Law in Philadelphia where he was an editor of the Temple Political and Civil Rights Law Review and a Beasley Scholar. During law school Mr. Mann participated in the school's death penalty litigation clinical program and served as a research assistant. He graduated from law school in 2007 and was admitted to the bars of Pennsylvania and New Jersey that year. Following a clerkship at the Superior Court of New Jersey in Atlantic City, he moved to San Francisco and was admitted to the California bar.

Before entering law school, Mr. Mann earned his B.A. in International Affairs cum laude and with Departmental Honors from the George Washington University in Washington, D.C. When not at work, Mr. Mann enjoys movies and traveling.

**Christine Mansour** has spent the better part of her career advocating for justice and working to protect the rights of the less fortunate. In 2017 she joined Baron & Budd's Pharmaceutical Litigation Group to bring her appellate advocacy and briefing experience to Baron & Budd's work on behalf of clients who have been harmed by the rampant opioid epidemic that has wreaked havoc on so many communities in the United States.

Prior to joining Baron & Budd, Chris Mansour worked for almost ten years at a Dallas non-profit representing immigrants who had been victims of violence. These included survivors of domestic violence, violent crime and child abuse, as well as those who had suffered human rights abuses in their home countries. Her accomplishments included numerous successful trials and appeals that led to hundreds of immigrants obtaining legal status in the United States. Before that, she spent seven years at major law firms in Wisconsin and Ohio practicing commercial civil litigation. During this time she cultivated her appellate and trial advocacy skills, obtaining significant experience authoring appellate briefs on a variety of topics and handling all aspects of litigation including drafting pleadings, conducting discovery, motion practice and preparing for trial. Ms. Mansour is licensed in Texas, New York, and numerous federal courts across the country.



Now Ms. Mansour has turned her attention to the national opioid crisis and is working with Baron & Budd's Pharmaceutical Litigation Group to help cities, counties and states hold the drug industry accountable for its malfeasance. She devotes her time to researching complex legal issues, writing briefs and developing litigation strategies.

Chris Mansour grew up in Rochester, Minnesota. She received her Bachelor of Arts in American Studies from the University of Notre Dame. After working as a journalist, she entered law school with the goal of using her skills to give a voice to those in need and achieve positive change in national policies that impact a wide range of people, especially those lacking economic or political power. Ms. Mansour graduated from the University of Michigan in 1998 after serving on the Law Review and representing neglected children in the Child Advocacy Clinic.

In her free time, Ms. Mansour enjoys spending time with her family, running, cooking and traveling. She loves returning to the beautiful lakes of Minnesota every summer where she can water-ski and escape the Texas heat.

**Lisa Margul** joined the Dallas offices of Baron & Budd in 2019 as an attorney in our Pharmaceutical Group. She brings her strong sense of professional responsibility, integrity and compassion to the representation of our clients who have incurred serious injuries after having a defective medical device implanted or taking a dangerous prescription drug.

Prior to joining Baron & Budd, Ms. Margul spent eight years as a staff attorney at Legal Aid of Northwest Texas in Dallas. There, she managed a full load of complex and high-conflict custody, divorce, and protective order cases from initial client intake through entry of final order and resolution of any post-judgment motions. One of the more notable cases she worked on during this time was the Child Protective Services case resulting from a 2008 CPS raid on a polygamous sect's ranch in San Angelo, Texas. The raid and the eventual return of the children to their parents garnered national attention. Ms. Margul represented two of the mothers seeking to regain custody. In 2015 Lisa Margul took her wealth of experience and expertise to a private law firm, where she was the only family law attorney in the busy practice.

A calling to ensure equal access to justice for the underrepresented next led Ms. Margul to an almost two-year stint as an attorney with a criminal defense firm. When she found herself mostly defending traffic citations, she launched her own family law practice, where she focused on custody, child support and Child Protective Services cases that better met her need to speak out for children and parents who might otherwise have no voice against those who would mean them harm.

Lisa Margul received her bachelor's degree at American University in Washington D.C., where she concentrated on an education rich in studies about how social science, psychiatry, morality and justice all intersect with the law. She purposely chose the Washington College of Law at American University for her law degree because of its human rights orientation. While in law school, Ms. Margul



participated in the Marshall Brennan Constitutional Literacy program, in which law students teach constitutional law to underprivileged area high school students. Ms. Margul credits her time in law school with cementing a lifelong desire to bring a human rights-oriented approach to the practice of law. Throughout her legal career, she has focused on giving voice to the underdog and providing equal bargaining power to those in need, and she relishes the opportunity to bring that “people first” compassion to Baron & Budd clients across the country who have been harmed by drugs and devices manufactured by unscrupulous corporations.

When she’s not at work, Ms. Margul enjoys travel, reading mysteries and spending time with family. An inveterate animal lover, she is always on the lookout for a neglected or abandoned pet to add to her menagerie.

**Catherine Marsden** joined the Dallas Offices of Baron & Budd as a staff attorney in 2020. She works with our Pharmaceutical Group to review documents filed in support of successfully representing our clients in the fight against the opioid epidemic.

Ms. Marsden was born and raised in El Paso, Texas, where she attended the University of Texas at El Paso (UTEP), and earned her Bachelor’s degree in History and Political Science. While at UTEP, she won first place in the Frances G. Harper Dissertation Research competition for her paper on the impact of the 1953 Kefauver Hearings on organized crime. The Kefauver Hearings were an attempt by the United States Special Senate Committee to investigate the extent of organized crime on interstate commerce. The televised hearings captivated the nation as the American public observed the federal government come to terms with the fact that organized crime was having a detrimental financial impact on the entire country.

After graduating UTEP in 2014, Ms. Marsden moved to Austin, Texas, where she worked as a Court Clerk for the Travis County Jury Office for a year before attending the University of Texas School of Law in Austin. During law school, Ms. Marsden worked as a legal analyst for State Representative Joe Moody, who was Chairman of the Criminal Justice Committee.

Ms. Marsden received her Juris Doctor from the University of Texas in 2018 and, after passing the Texas Bar, moved to Dallas, Texas, where she interpreted policies, performed contract and statutory analysis, and monitored federal and state legislation for a life insurance company until learning that Baron & Budd was a law firm whose ideals of “protecting what’s right” for clients was aligned with her own.

When she is not at work, Ms. Marsden enjoys visiting with friends and family, trying out new Dallas restaurants, and spoiling her dog, Taki. She also enjoys travelling, yoga, and cooking.

**Rachel Morefield** is a member of Baron & Budd’s Pharmaceutical Litigation Group. She is located in our firm’s Austin office.



After receiving her bachelor's degree in political science at the University of Texas at Austin in 2014, Ms. Morefield continued her education at the University of Houston Law Center. While in law school, she served as an editor on the Houston Journal of Health Law and Policy and as an associate board member of The Advocates, a student organization devoted to improving oral advocacy presentation skills through competition.

Ms. Morefield started her legal career at an insurance defense firm in Sugar Land, Texas, but quickly realized that she preferred to work in plaintiff litigation. She decided to join a boutique personal injury firm in Houston, Texas, where she found her calling while working on mass tort litigation. Following the horrific shooting in Las Vegas that killed 58 people and wounded 489 more on October 1, 2017, Ms. Morefield worked tirelessly to help build a case that will hopefully one day bring justice to those affected by the tragedy.

Desiring to return to her Longhorn roots, Ms. Morefield moved back to Austin. Her passion for mass tort litigation ultimately brought her to Baron & Budd's Pharmaceutical Litigation Group. Ms. Morefield is excited to focus her practice on the nation's devastating opioid crisis in an effort to help alleviate the damage caused by the tortious actions of unscrupulous pharmaceutical companies.

**Marty A. Morris** was an attorney with a well-known commercial litigation firm for several years before joining Baron & Budd in 1999. He now works with the firm's asbestos litigation group, representing people with mesothelioma and other asbestos-related diseases and assisting with the oversight of the firm's intake department and other firm-wide special projects.

As a Baron & Budd attorney, Mr. Morris values our teamwork approach to the practice and the opportunity to make a difference in society. "The firm is passionate about helping people and places that as the highest priority," he says. "The clients I meet and the positive impact we can make on their lives is the best part of the practice of law for me."

Mr. Morris was honored with the distinguished Order of the Coif for his outstanding academic record in law school, where he was also a member of the South Texas Law Review and the Advocacy Program. He also provides pro bono legal assistance through the Dallas Volunteer Attorney Program. He is an avid Texas Rangers fan who also enjoys golf, tennis, and Batman trivia.

**Catherine Niebergall** is a member of the Pharmaceutical Litigation Group in the Dallas offices of Baron & Budd, where she represents municipalities in the fight against opioids. Ms. Niebergall is a San Diego, California native who moved to Texas in 2011.

Ms. Niebergall attended the University of California, San Diego, where she earned a Bachelor's degree in Political Science with a minor in Urban Studies & Planning in 2009. She received her Juris Doctor from Southern Methodist University School of Law in 2014. While in law school, Ms. Niebergall was an Articles Editor for the SMU Science and Technology Law Review, where she earned Best



Comment Finalist, and participated in the Civil Clinic, where she represented low-income clients in civil cases. She also worked as a law clerk at a family law firm and a boutique whistleblower law firm in Dallas.

Prior to joining Baron & Budd in 2019, Ms. Niebergall practiced family law in Dallas and surrounding counties. Ms. Niebergall has always had an aspiration to help people, whether through a tough child custody dispute or as a victim of the national opioid crisis. At Baron & Budd, she is excited to help provide relief to the communities that have been devastated by the national opioid crisis.

**Lawrence Nwajei** joined Baron & Budd in 2018. He is currently deployed with the Opioid Litigation Group in our Los Angeles, California, office. Prior to becoming a member of Baron & Budd's elite team, Mr. Nwajei enjoyed a long career as an attorney in California, practicing for more than two decades in the areas of personal injury, class action/mass tort litigation, administrative law and criminal defense.

Mr. Nwajei's long standing interest, enthusiasm and devotion to law practice is rooted in his passionate belief that every person has a right to a dignified existence – devoid of illegal intrusion, pain or suffering from governments, business entities or other individuals. He found his guiding motivation in a torts class while in law school when he heard the Latin maxim "Ubi Jus Ibi Remedium" which stands for the principle that when a person's rights are violated, the law must give a remedy or damages for its loss. That principle rings as true today for Mr. Nwajei as it did then and blends easily with the philosophies held in high regard by the attorneys at Baron & Budd who seek just compensation for damages caused by powerful, deep-pocketed corporate entities against unsuspecting consumers.

Mr. Nwajei started his legal career as in-house counsel for the United Bank of Africa (then a subsidiary of the French international Banque Nationale de Paris [BNP] Paribas S.A) before relocating to California. He later co-founded and was a partner at Ekenna Nwajei & Co. PLC, a personal injury firm in Los Angeles with professional affiliations/collaborations in Africa and the United Kingdom. He has attended numerous professional and specialty career courses, training and seminars nationally and abroad. An advocate for domestic abuse victims, learning disability sufferers and prisoners, Mr. Nwajei was a panel attorney for more than ten years with the California Board of Parole Hearings, after which he continued to contribute his time and efforts to the California Parole Advocacy Program (CALPAP), administered by the University of the Pacific, McGeorge Law School. He has made countless appearances representing clients before various administrative law tribunals across the state of California. Lawrence Nwajei is proudly multi-lingual, with fluency in English, Igbo, Pidgin and his native Enuani.

Mr. Nwajei is a committed and experienced civil law practitioner and researcher. Prior to joining Baron & Budd, he was involved in various anti-trust and class action suits against corporate defendants for unfair practices, false advertising, price fixing and environmental pollution. He has also represented countless clients as a solo practitioner in insurance claims as well as lawsuits for tort and breach of contract actions, during which he helped to recover significant financial



settlements on their behalf. He has also acted as counselor to international clients in the oil and gas industry.

Mr. Nwajei has served as past president of the Nigeria-American Lawyers Association (NALA) in Los Angeles and as a sponsor of the Woodland Hills Sunrise Baseball Little League. He is an entrepreneur and mentor to at-risk juveniles. He enjoys golf, soccer, travel, debating politics and spending quality time with his wife and three children.

**Jessica Wagner Oeffner** is a member of Baron & Budd's Dallas litigation team where she serves as electronic discovery counsel. She coordinates large-scale discovery projects, applying project management strategies and strong consultative support to efficiently and effectively navigate the intricacies of mass litigation.

Ms. Oeffner has accrued extensive experience managing litigation, having served in every role from quality-control and advanced witness preparation to project head. She focuses on integrating interdisciplinary teams of attorneys, paralegals, and information technology professionals to facilitate data management before litigation arises and to control E-Discovery throughout the life of litigation. Currently, Ms. Oeffner focuses primarily on the nationwide litigation against prescription opioid manufacturers and distributors that have caused an ever-worsening opioid epidemic in the United States. Ms. Oeffner is proud to put to use her unique perspective and mastery of litigation technology in the areas of data collection, management, review, production and trial presentation in fighting for victims of the opioid crisis and "protecting what's right".

Ms. Oeffner graduated with her Juris Doctor from the Paul M. Hebert Law Center at Louisiana State University in Baton Rouge. She earned her Diploma in Civil Law from Université Jean Moulin Lyon 3 in Lyon, France, with a focus on Intellectual Property and Trade.

Jessica Oeffner has been acting as a private coach to students of the Texas Bar Exam for the past six years as part of a lifelong pursuit of testing excellence. When she is not helping to shape dialogue on the multi-disciplinary approach to E-discovery and managed discovery at work, Ms. Oeffner can be found caring for her two retired racing greyhounds and volunteering with the Greyhound Adoption League of Texas. She is also deeply involved in her downtown neighborhood in Dallas and hosts monthly community social events.

**Staci Olsen** is a member of Baron & Budd's Environmental Litigation Group, where she specializes in the management of electronic information and people in mass litigation. This skill makes her a critical part of the Group, which focuses on large-scale complex environmental torts. She particularly enjoys putting her talents to work for public entity clients facing contamination issues: "Organizing all the evidence to support a client's case is rewarding because I know that my work provides a tangible result for the client."





Ms. Olsen has accrued several years of experience dealing with compiling the evidence necessary to make a solid environmental case. She has worked on atrazine, PCE, and TCP cases, and she worked closely with clients who have been harmed by the 2010 Gulf Oil Spill. In addition, she is currently working on MyFord Touch litigation.

Ms. Olsen wanted to be an attorney ever since she was a young girl growing up in rural Colorado on a ranch, where water and the environment impacted her daily life. She has traveled extensively, including in law school when she lived in Mexico and attended a summer course to learn the Mexican legal system. Ms. Olsen loves the outdoors and spends her summers in Alaska fishing. She also devotes a lot of time to charity work, including her favorite charity, C.A.R.E., a local organization dedicated to saving exotic large cats.

**Andrew Patchan** joined Baron & Budd's trucking and catastrophic injury section in 2018. Prior to joining Baron & Budd, Mr. Patchan worked for a boutique personal injury firm in Garland, Texas. At that law firm, Mr. Patchan represented individuals in more than a dozen jury trials, achieving successful verdicts for clients harmed by the negligent acts of others. Mr. Patchan also has considerable experience in appellate matters, and has represented clients in cases involving constitutional questions and the Texas Open Meetings Act. "I love fighting for and achieving just results for people in need. My work in the personal injury field has instilled in me a passion for litigation and for using my skills to help others at critical points in their lives."

Prior to practicing law, Mr. Patchan graduated from West Virginia University College of Law where he was a Senior Research Editor on the West Virginia Law Review – the fourth oldest law review in the United States. Awarded a full-tuition Merit Scholarship to law school for his considerable scholastic abilities, Mr. Patchan served on the law school's Land Use and Sustainable Development Law Clinic as part of his studies. There, he worked to enrich the economic viability and environmental quality of rural Appalachian communities by drafting conservation easements, addressing wastewater management solutions, and by researching land-use management and historical preservation options for local communities. Mr. Patchan also was a member of the Tax Law Moot Court team, competed in two national law school competitions, and received several awards for outstanding academic performance.

**William G. Powers** joined Baron & Budd's Washington, D.C. office in 2018, where he represents clients on a broad range of legal issues at all stages of litigation in state and federal courts across the country. At Baron & Budd, Mr. Powers is a member of our robust Qui Tam practice, specializing in litigation to combat civil fraud under the False Claims Act, Racketeer Influenced and Corrupt Organizations Act (RICO), and other federal and state laws.

Before Mr. Powers joined Baron & Budd, he was a trial attorney for the United States Department of Justice (DOJ) in Washington D.C. At DOJ, he defended the United States in complex, high-stakes civil litigation in federal courts nationwide. He was engaged in all aspects of mass tort and toxic tort cases that often involved



hundreds of plaintiffs, complex issues of scientific and medical causation, novel issues of federal and state law, and numerous expert witnesses. Mr. Powers has researched, drafted, and argued motions to dismiss in multiple federal district courts nationwide, including successfully arguing before the Judicial Panel on Multidistrict Litigation. Mr. Powers was awarded DOJ Civil Division Rookie of the Year for his exceptional performance and notable contributions toward the Division's mission.

In addition to his case duties, Mr. Powers trained other DOJ attorneys on issues such as governmental privileges, authentication of evidence, and Federal Tort Claims Act legal issues. Mr. Powers also was a member of the Civil Division E-Discovery Committee where he provided input and drafted guidance on e-discovery issues. In addition, he was recognized as an outstanding mentor and managed his office's summer law intern program.

Prior to DOJ, Mr. Powers worked in the City of Philadelphia's Law Department. Mr. Powers also has worked as an intern for the United States Environmental Protection Agency, the United States Attorney's Office for the Eastern District of Pennsylvania, the Honorable Sandra Mozer Moss in the Philadelphia Court of Common Pleas, and a private law firm.

During law school, Mr. Powers served as a staff editor for the Temple Journal of Science, Technology, & Environmental Law. He also received the Albert H. Friedman Writing Award and was a Rubin Public Interest Law Honor Society Fellow. In addition to his J.D., Mr. Powers earned a Certificate of Trial Advocacy and was recognized for his trial advocacy abilities as the Outstanding Oral Advocate in Trial Advocacy I and with the Barrister's Award in Trial Advocacy II.

Mr. Powers resides in Washington, DC. In his spare time, he can be found watching Georgetown basketball and New York Yankees baseball. He also enjoys cooking and skiing.

**Kathryn Pryor** joined Baron & Budd's Mesothelioma Litigation Group in June 2015. The focus of her career has been representing individuals across the United States who have been diagnosed with preventable asbestos-related diseases.

Ms. Pryor was born in Barrington, Illinois, and raised in Dallas, Texas. She attended college and law school in Tulsa, Oklahoma, after being accepted into the University of Tulsa's six-year B.A./J.D. joint degree program. During law school she served as Attorney General and Delegate of the Student Bar Association. Ms. Pryor started her legal career in 2009 at Simon Greenstone Panatier Bartlett, working on behalf of individuals who have been injured when companies placed profits over safety, specifically in asbestos and pharmaceutical litigation. Ms. Pryor is proud to be a part of Baron & Budd's Litigation Group, where she can continue that important work.

"I enjoy being able to provide some peace of mind to our clients in what is arguably one of the most difficult times of their lives", says Ms. Pryor. "Knowing



that manufacturers, distributors and suppliers of the asbestos-containing products to which our clients were exposed are being held accountable for the injuries they caused and, more importantly, that they could have prevented, gives me immense satisfaction.” Kathryn Pryor joined Baron & Budd’s Mesothelioma Litigation Group in 2015. The focus of her career has been representing individuals across the United States who have been diagnosed with preventable asbestos-related diseases.

Ms. Pryor was born in Barrington, Illinois, and raised in Dallas, Texas. She attended college and law school in Tulsa, Oklahoma, after being accepted into the University of Tulsa’s six-year B.A./J.D. joint degree program. During law school she served as Attorney General and Delegate of the Student Bar Association. Ms. Pryor started her legal career in 2009 at Simon Greenstone Panatier Bartlett, working on behalf of individuals who have been injured when companies placed profits over safety, specifically in asbestos and pharmaceutical litigation. Ms. Pryor is proud to be a part of Baron & Budd’s Litigation Group, where she can continue that important work.

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**Natalie Rabenhorst** joined the Dallas office of Baron & Budd in 2008. While working for a plaintiff’s firm during her undergraduate studies, Ms. Rabenhorst became intrigued with the litigation process. She quickly realized she had a passion for the practice of law and for helping injured workers who might not always have the resources or means to help themselves.

Ms. Rabenhorst works in Baron & Budd’s Settlement Department, helping asbestos victims and their families navigate the sometimes complicated lawsuit settlement process. Every day, in ways big and small, Ms. Rabenhorst is part of the difference Baron & Budd makes for its clients.

Ms. Rabenhorst was a dean’s scholarship recipient at Southern Methodist University’s Dedman School of Law. While at SMU, she was selected to the Oxford Summer Program, which allowed her to spend a semester studying international law at University College of Oxford in the United Kingdom. After graduating from law school, Ms. Rabenhorst was certain Baron & Budd was the place she wanted to be. “I knew Baron & Budd was a reputable firm with the resources and expertise to truly make a difference and protect those who have been wronged,” she says. “If I can play even a small role in helping rebuild the families affected by a corporation’s misconduct, I know my work has been a success.”

**Daniel Rakes** is an attorney in the Austin offices of Baron & Budd, where he is a member of our Pharmaceutical Litigation Group.



After earning a Bachelor of Arts degree in Economics, cum laude, from Texas Tech University in 2012, Mr. Rakes attended the University of Houston Law Center. During law school, Mr. Rakes was a Dean's Scholarship recipient who received the Lex Award for the highest grade of his class in Torts. He spent time interning at a firm specializing in family law, where he propounded and responded to discovery requests, researched issues pertaining to parental and third party rights, conducted client interviews, and attended hearings and trials in juvenile and family court. He found the work fulfilling, but it was during his internship at a plaintiffs firm representing clients who had been harmed by the Deepwater Horizon oil spill that Mr. Rakes developed an abiding concern for the plights of people and communities egregiously harmed by the negligence of major corporations through no fault of their own.

Following receipt of his Juris Doctor in 2015, Mr. Rakes worked as a solo practitioner in wills and estate planning, yet the desire to make a tangible difference in the lives of individuals facing life-altering challenges continued to beckon. He went to work as a case manager at the Texas Civil Commitment office in Littlefield, providing supervision and case management to individuals released from the Texas Department of Criminal Justice. Following his promotion to Unit Supervisor, Mr. Rakes' responsibilities included supervising the administrative staff, providing guidance on agency policy, and conducting internal investigations, all while maintaining a caseload of clients remanded to the criminal justice system.

The desire to affect good for more than one individual at a time continued to nag at Daniel Rakes, eventually leading him to seek employment in the private sector, where he found his legal skills could be better utilized as a contract attorney working in pharmaceutical litigation. Here, Mr. Rakes saw clearly how bringing justice to bear against negligent manufacturers, for causing significant and sometimes irreparable harm to patients who had innocently trusted their products, would benefit both individuals and society at large by reining in the ability of unscrupulous corporations to continue to cause injury. His subsequent move to Baron & Budd's Pharmaceutical Group in 2019 was an easy and enthusiastic one, a move he has not regretted.

**Amy Redleaf** joined the Dallas office of Baron & Budd in 2015. As an attorney in Baron & Budd's settlement department, she represents injured workers and their families as they pursue claims through bankruptcy trust funds and guides them through the lawsuit settlement process. Part of her practice includes working on a variety of alternative dispute resolution matters.

Ms. Redleaf attended Emory University where she received a Bachelor of Arts degree in History and Art History. She then obtained her Juris Doctor from Southern Methodist University's Dedman School of Law. In law school, Ms. Redleaf served as Chief Counsel in the Civil Clinic and was named to the Dean's List. In the Civil Clinic, Ms. Redleaf assisted clients who did not have the resources to obtain private counsel on their own. She has also provided pro bono legal services by volunteering with the Dallas Volunteer Attorney Program. Ms.



Redleaf is glad that her work at Baron & Budd allows her to represent injured workers and their families who may not have the means to help themselves.

**Noah M. Rich** joined the Washington, D.C. office of Baron & Budd in 2018, where he represents clients on a broad range of legal issues at all stages of litigation in state and federal courts across the country. His experience includes civil rights litigation, class actions, regulatory challenges, False Claims Act litigation, and indigent criminal defense. At Baron & Budd, Mr. Rich is a member of our robust Qui Tam practice, specializing in litigation to combat civil fraud under the False Claims Act, Racketeer Influenced and Corrupt Organizations Act (RICO), and other federal and state laws.

Mr. Rich earned his bachelor's degree in sociology from Drew University, graduating summa cum laude. He earned his law degree from Georgetown University, where he served as Editor in Chief of the Georgetown Journal of Law & Modern Critical Race Perspectives and graduated cum laude. During law school, Mr. Rich represented low-income criminal defendants at the office of the Public Defender for Arlington County and the City of Falls Church, as well as low-income tenants at risk of eviction with the D.C. Law Students in Court Clinic. Prior to joining Baron & Budd, Mr. Rich served as a law clerk to the Honorable Alfred S. Irving, Jr. of the Superior Court of the District of Columbia and worked in private practice at a boutique law firm, where his practice focused on constitutional law and complex civil litigation.

Mr. Rich's scholarly work has appeared in the Georgetown Journal of Law & Modern Critical Race Perspectives, as well as The Drew Review. He has also been published in the American Bar Association's GPSolo magazine.

Mr. Rich says that becoming a lawyer never felt like a choice to him. "There's an awful lot of injustice and wrongdoing in the world, and from a young age, I knew I wanted to do something about it." Recognizing that attorneys have the great privilege of being able to decipher, wield, and transform the law, he knew early on that this career was his calling. He notes that many people use that privilege to preserve and take advantage of existing power structures, and they're frequently rewarded handsomely for it. But Mr. Rich says he chooses "to disrupt those power structures in order to help people who have been harmed by those more powerful than themselves." For Noah Rich, it's a matter of "doing what's right."

Outside of his legal practice, Mr. Rich regularly volunteers as a judge in mock trial and moot court competitions. Mr. Rich can sometimes be found on stage, having performed with the Drew University Dramatic Society, the Georgetown Gilbert & Sullivan Society, and Silver Spring Stage. He also loves to cook, to travel, to play tennis and baseball, and to watch a Red Sox or Celtics game whenever he gets a chance.

**Anna Rol** joined Baron & Budd's Pharmaceutical Litigation Group in 2016. She represents individuals who have suffered serious injuries after taking a dangerous prescription drug or having a defective medical device implanted.



Since the start of her legal career, Ms. Rol has been dedicated to giving a voice to those not in a position to speak for themselves. During law school, Ms. Rol was awarded the 2012 Squire Patton Boggs Public Policy Fellowship for her work with The Nature Conservancy's policy department, where she researched best practices to mitigate habitat damage caused by energy development. Since relocating to Texas, Ms. Rol has volunteered with the Dallas Volunteer Attorney Program and Clemency Project 2014, a working group of lawyers and advocates providing pro bono assistance to federal prisoners who would likely have received a significantly shorter sentence had they been sentenced today. Since joining Baron & Budd, Ms. Rol continues to speak out for those in need by representing people who have been gravely harmed by drugs and devices manufactured by large corporations.

Anna Rol is dedicated to holding pharmaceutical corporations accountable for putting dangerous drugs and/or devices on the market. Her first encounter with a prescription drug company that put profits over patients was long before she decided to earn a law degree. In the early 2000s, Ms. Rol's mother was prescribed Vioxx, a drug that was the subject of major litigation and global recall due to severe cardiovascular side effects that caused thousands of deaths. Fortunately, Ms. Rol's mother was not among those harmed by the drug. Nevertheless, this early experience fueled Ms. Rol's drive to represent those individuals who have suffered at the hands of pharmaceutical products – and continues to motivate her to give a powerful voice to medical consumers. Since joining Baron & Budd, Ms. Rol has worked on a variety of pharmaceutical cases, including Transvaginal Mesh, Xarelto, Essure, and Talcum litigation.

Outside the office, Ms. Rol enjoys spending time with her family in Virginia and Texas and living a sustainable, vegan lifestyle.

**Ben Rumph** joined the New Orleans office of Baron & Budd in 2018, where he brings a passion to seeking justice for injured individuals to the firm's Mesothelioma Litigation Group. His practice is devoted to zealous advocacy on behalf of individuals who have been gravely harmed by exposure to asbestos. His desire to help others led Mr. Rumph to devote his legal career to representing people who have been adversely affected by the negligence of others. He considers it a privilege to seek legal redress for men and women from all walks of life and backgrounds through his thoughtful and compassionate representation.

A Lubbock, Texas, native, Mr. Rumph's family has always been politically active on a national level, which spurred in him at a young age a lifelong interest in history and politics. Believing one has a civic duty to participate in the political process, Mr. Rumph thought he would be following his grandparents into the political arena when he attended Texas Christian University in Fort Worth and received a degree in political science. A summer interning on Capitol Hill led to a change of heart, however, and a subsequent job with a plaintiff's firm back in Texas made him realize that he could have a more direct and rewarding impact on individuals' lives by seeking justice for them in court than he ever would in politics.



During his studies at TCU, Mr. Rumph was a member of the John V. Roach Honors College while he pursued a double minor in History and Classical Studies. He also spent a semester studying at the University of Cape Town in South Africa. The time spent living in another country made him exceedingly grateful for the opportunities he had been given growing up and also conscious of his responsibility to effect greater good on behalf of others not afforded the same advantages.

During law school at Tulane University in Louisiana, Mr. Rumph served as Editor-in-Chief of the Tulane Journal of International & Comparative Law, and also represented indigent plaintiffs as a student attorney for the Tulane Civil Litigation Clinic. There, he argued a case on behalf of a former state employee who was being denied the right to apply for retirement benefits, even though she qualified under the statute and was hurt while employed by the State. Mr. Rumph argued a Motion for Summary Judgment at the 19th Judicial District Court against the Louisiana State Employees Retirement System which was granted and later upheld by the Louisiana 1st Circuit Court. “All this woman wanted to do was apply for the retirement benefits she had earned over her career but was denied permission to even apply. It was moving to experience firsthand how one judgment, well rendered, can truly make a difference in the life of an aggrieved individual.”

During law school, Mr. Rumph spent a year clerking at a New Orleans law firm, during which he executed appeals and requests for reconsideration in the Deepwater Horizon class action litigation, and acted as the primary contact for class action clients whose livelihoods were devastated by the environmental impact of the 2010 British Petroleum oil spill, the largest marine oil spill in the history of the petroleum industry. Talking with clients whose lives had been upended and whose entire communities had been destroyed by one company’s negligent actions had a profound effect on Ben Rumph. He knew then that representing citizens who have been unfairly wronged was what he wanted to do for a living.

When Mr. Rumph isn’t advocating for mesothelioma patients, he enjoys spending time with his yellow Labrador “Buddy Holly”. He is an avid sports fan, attending as many games as possible of the TCU Horned Frogs, the New Orleans Saints and the New Orleans Pelicans. He also likes to travel, learning about other cultures and lifestyles. His global adventures have included spending time in China visiting his sister, who lives and works in Shanghai, and spending five weeks backpacking through South America in 2013.

Now, Mr. Rumph is proud to fight the companies that exposed generations of workers and innocent bystanders to the deadly carcinogen known as asbestos. As a part of the Baron & Budd Mesothelioma Litigation Group, Mr. Rumph is honored to lend his passionate voice to those who have been victimized by unscrupulous manufacturers.

**Jessica Salas** joined Baron & Budd’s Environmental Litigation Group in January 2020, where she manages electronic information vital to the firm’s large-scale



complex environmental tort cases. Prior to joining the Environmental Litigation Group, Ms. Salas spent a year working with Baron & Budd's Pharmaceutical Litigation Group, helping in the fight against the opioid epidemic. Ms. Salas has always had a passion for client advocacy and loves the opportunity Baron & Budd has given her to truly change people's lives.

Ms. Salas grew up in north Dallas, in the city of Princeton, where she spent many evenings and weekends engaged in discussions of politics and current events as Captain of her school's Lincoln-Douglas debate team. Ms. Salas participated in multiple other academic activities, as well, including her school's prestigious band program. Although Ms. Salas ultimately did not pursue music as a career, her many years playing the euphonium has engrained in her a deep love of classical composition.

From an early age, Ms. Salas' voracious appetite for argument destined her to attend law school. But as she matured, her love of debate developed into a deep passion for client and child advocacy, borne of her discovery as a young adult of the horrific prevalence of major crimes and abuses directed toward children all across the United States.

In 2012, Ms. Salas graduated with honors from the University of Nebraska-Lincoln Honors Program with a Bachelor's degree in Political Science, minoring in Human Rights & Diversity and Philosophy, with an eye toward her future as an attorney. In 2015, Ms. Salas received her Juris Doctor from Southern Methodist University Dedman School of Law in Dallas, Texas. While in law school, Ms. Salas honed her legal skills within the SMU Criminal Defense Clinic and later as an intern with the Collin County District Attorney's Office Crimes Against Children Division. Ms. Salas was recognized for her volunteer service with these organizations through SMU's Pro-Bono Honor Roll Award.

As a member of the Choctaw Nation of Oklahoma, Ms. Salas received invaluable support throughout her academic career from the Tribe's Higher Education and Career Development programs. Ms. Salas was also the recipient of numerous other academic scholarships and awards, including being named a National Hispanic Merit Scholar finalist and receiving the Robert C. Byrd Honors Scholarship while at UNL, and was a recipient of the Law Dean's Scholarship Award program while at SMU.

When not practicing law, Ms. Salas enjoys spending time with her husband, Daniel, playing golf, watching movies, and spoiling their many pets.

**Zack Sandman** joined Baron & Budd's Dallas office in September 2015. He currently works in the Environmental Litigation Group, assisting in complex torts ranging from water and air contamination to negligently caused wildfires.

Mr. Sandman was born and raised in Boston, Massachusetts, where he attended law school at Boston College. Following his second year of law school, Mr. Sandman joined Baron & Budd's Environmental Litigation Group as a summer associate. In this role, he assisted in several of the nation's largest water





contamination cases, representing public entities, both at the state and city level, in water contamination litigation. Mr. Sandman also helped secure payment from the BP claims department for many fishermen affected by the BP oil spill.

After law school, Mr. Sandman eagerly re-joined Baron & Budd as an associate and returned to working in the Environmental Litigation Group. He immediately began assisting with a groundwater case in California involving the exposure of hundreds of students and faculty to the toxic substance Trichloroethylene (TCE) and other dangerous heavy metals. Following the historic Butte Wildfire, which burned more than 7,000 acres and destroyed nearly 500 homes near San Andreas, California, Baron & Budd sent Mr. Sandman into the heart of fire country to meet with those devastated by an apparent failure of Pacific Gas and Electric to properly maintain their electrical wires in thickly wooded areas. Mr. Sandman helped file the first Butte Wildfire lawsuit in San Francisco in November 2015.

In addition to his law degree, Mr. Sandman holds a B.A. in Political Science from Vanderbilt University in Nashville, Tennessee, where he graduated with honors in 2009.

**Vanessa Schiodtz** joined Baron & Budd's Environmental Litigation Group in 2018 where her work focuses on complex environmental contamination cases. Ms. Schiodtz was born in Sydney, Australia, but has called Washington State her home since 1980. She considers herself a true Seattleite and is a "double Husky", having obtained both her undergraduate and law degrees at the University of Washington.

Immediately following law school, Ms. Schiodtz began working with Spanish speaking clients who needed assistance navigating the legal system to recover from injuries and the effects of discrimination. Later, she applied her considerable client experience to a commercial litigation practice, where she represented retail and construction companies. Although the firm's practice centered on business cases, Ms. Schiodtz continued to find her way back to assisting individuals injured by the negligence of corporations, settling a multi-million claim for wrongful death under the Federal Tort Claims Act and pursuing clients' rights after negligent misdiagnoses of illnesses.

In 2011, Ms. Schiodtz followed her heart and switched the focus of her practice back solely to plaintiffs, opening her own firm, Schiodtz Law Offices. Ms. Schiodtz treasures learning the personal stories of her clients and considers it an honor to call many former clients her friends.

Throughout her childhood, Vanessa Schiodtz's family heeded a deep and abiding call to help others. That spirit of giving fed Ms. Schiodtz's desire to work with adults with disabilities. Beginning as a volunteer, Ms. Schiodtz now teaches both dance and art classes to adults with varying disabilities. When not practicing or teaching, Ms. Schiodtz participates in Latin ballroom competitions and creates various pieces of art in her home in Issaquah, Washington.

**Ori Shaffin** is an attorney with Baron & Budd's class action litigation department in Encino, California, where he represents municipalities for damages resulting



from the devastating and heartbreaking consequences of the opioid crisis. Throughout his career, Mr. Shaffin has exclusively represented only those clients whose cases he genuinely and personally supports. Having joined the firm in 2018, he is ecstatic to be part of the Baron & Budd team, because the firm's values align perfectly with his own personal philosophy regarding law and justice.

Mr. Shaffin graduated from University of California, Davis, with a degree in International Relations, focusing on peace and security in the Middle East. He later attended Whittier Law School in Costa Mesa, California, graduating in 2013. During law school, he was awarded membership on the Trial Advocacy Honors Board and passionately served as a children's rights fellow, as well as a special education advocate. Upon passing the California bar exam, he commenced employment at a highly regarded Northern California law firm, where he represented workers and their families in asbestos-related cases.

A California native, born in Southern California and raised in the San Francisco Bay Area, Ori Shaffin is a first-generation Israeli-American, fluent in Hebrew. A son of Israeli parents and a grandson of four Holocaust survivors, Mr. Shaffin has drawn upon his immediate ancestors' extremely difficult and challenging experiences to gain a deep sense of conviction in furthering the preservation of all people's basic human and civil rights.

Mr. Shaffin lives in the Los Angeles area with his wife and their agility dog, Mushu. He enjoys playing basketball, traveling and spending his free time with family.

**Torri Sherlin** brings a lifelong passion for the outdoors to Baron & Budd's Environmental Litigation Group in San Diego. Joining our Ecolawyers unit in 2018, Ms. Sherlin shares her enthusiasm for safeguarding the environment by representing numerous California counties in their claims against negligent utility companies for their role in the devastating wildfires that scorched so much of California in 2017. Ms. Sherlin is a member of the Baron & Budd team that has resolved more than \$1.385 billion for public entities in wildfire claims over the past two years. Most recently, Ms. Sherlin resolved wildfire claims on behalf of 23 public entities that suffered losses as a result of the 2017 Thomas fire, the associated Montecito debris flows, and the 2018 Woolsey fire with Southern California Edison for \$360 million.

Torri Sherlin's ardent drive to protect the environment fuels the enthusiasm with which she strives to get results for our clients. Ms. Sherlin's niche is in public entity representation, which is a natural fit as several members of her family dedicated their careers to public entities, most notably her father, for the county of San Diego for more than 40 years, and her mother, for the San Diego Unified School District for more than 30 years.

Continuing this rich heritage of public advocacy, Torri Sherlin is proud to be a member of the team that has resolved more than \$1.385 billion on behalf of large public entities, including Los Angeles County, Los Angeles County Flood Control District, Consolidated Fire Protection District of Los Angeles, Ventura County,



Ventura County Watershed Protection, Ventura County Fire Protection District, the cities of Malibu, Agoura Hills, Calabasas, Hidden Hills, Thousand Oaks, Westlake Village, Santa Rosa, Chico, Santa Barbara and San Buenaventura, Conejo Recreation and Park District, Rancho Simi Recreation and Park District, Conejo Open Space Conservation Agency, the counties of Napa, Sonoma, Calaveras, Butte and Santa Barbara, the Town of Paradise, Santa Barbara County Flood Control and Water Conservation District, and the Santa Barbara County Fire Protection District. Ms. Sherlin also represents and has successfully resolved the claims of numerous fire districts, water districts, community associations and special parks districts.

In addition, Ms. Sherlin represents numerous school districts in litigation against JUUL Labs, Inc., the leading e-cigarette manufacturer, for creating an epidemic of youth vaping that has infiltrated schools across the nation, impeding student learning and putting the health and safety of students at risk. Ms. Sherlin represents Los Angeles Unified School District, San Diego Unified School District, Glendale Unified School District, Anaheim Elementary School District and the Compton Unified School District, among many others, in fighting this epidemic. She cares deeply for the future of the environment and the future of our next generation, and is dedicated to "Protecting What's Right" for our children and the ecosystem.

The steadfast determination Torri Sherlin now brings to protecting the environment once drove her competitive spirit as a college athlete. Ms. Sherlin competed in the women's soccer, cross country and track teams at Concordia University in Austin, Texas, concluding her athletic campaign with a conference championship, regional rankings and individual all-conference awards. Ms. Sherlin's coaches consistently characterized her as tenacious. That dogged persistence now propels her dedication to providing top quality legal representation to the communities and public entities she represents at Baron & Budd. In her free time, Ms. Sherlin enjoys hiking and exploring new places with her husband and yellow lab, Mookie.

**Alex Sherman** joined Baron & Budd's Los Angeles office in 2018 as a member of the Firm's Class Action Litigation Group. Mr. Sherman has dedicated his career to "protecting what's right" and standing up to fight for people facing significant struggles, whether it's justice for those harmed by financial fraud, automobile defects, or pharmaceutical malfeasance. Mr. Sherman is particularly skilled at managing cases that involve complex electronic discovery challenges.

Prior to joining Baron & Budd, Mr. Sherman worked at a boutique law firm in Los Angeles where he represented businesses, entrepreneurs, and creative industry professionals throughout Southern California. There, he handled actions involving real estate, environmental protection and entertainment, and successfully brought numerous actions on behalf of clients from initiation to settlement. In 2017, together with a team of scientists at the Bloomberg Data Science Group, Mr. Sherman co-authored "Civil Asset Forfeiture: A Judicial Perspective", a research paper demonstrating the utility of data-mining techniques to show evidence of bias



in the civil asset forfeiture process. Mr. Sherman has also served as a law clerk at a firm specializing in civil rights litigation for victims needlessly harmed by Taser devices.

Mr. Sherman graduated from Loyola Law School in Los Angeles, California, in 2013. As a law student, he investigated and drafted a report on constitutional policing practices in the Los Angeles County jail system. He also developed class curriculum and served as an instructor for incarcerated people. Additionally, Mr. Sherman served as staff editor at the *International Law Review*.

Prior to becoming an attorney, Alex Sherman was a freelance music journalist for a variety of magazines, including *Billboard* and *Interview*. In his free time, he enjoys attending live music venues, cycling along the Pacific coast, cooking with his fiancée and exploring California's natural wonders.

**Aaron Simonis** is an attorney in the Dallas offices of Baron & Budd. He joined Baron & Budd's Pharmaceutical Litigation Group in 2019 after moving to the Dallas-Fort Worth Metroplex from Nashville, Tennessee.

Mr. Simonis received his Bachelor's degree in Political Science from Texas Christian University in 2016 before deciding to attend law school at Belmont University College of Law in Nashville. Although a Nashville native, Mr. Simonis decided to return to Texas following his law school graduation.

During law school, Mr. Simonis explored several different fields of the law. He spent time interning at firms involved in the practice of criminal law, family law, business law, and even wills and estate planning as he sought to find a niche that stirred his passion. As a result of these experiences, Mr. Simonis developed a deep appreciation for advocating on behalf of his clients and speaking up for those who otherwise might be silenced. He also gained substantial experience in the courtroom.

Mr. Simonis enjoys attending home football games at TCU, spending time on the golf course, and walking his dog, Buc-ee. He also enjoys being an uncle and spending time with his family.

**Elizabeth Smiley** joined Baron & Budd's Los Angeles office in 2018 as a member of the Firm's Class Action Litigation Group. There she helps bring nationwide, multi-million dollar lawsuits to successful conclusion on behalf of our clients.

Ms. Smiley attended the University of Arizona where she received a Bachelor of Science in Business Administration degree in Finance. She then obtained her Juris Doctor from the University of Arizona James E. Rogers College of Law. Before coming to Baron & Budd, Ms. Smiley clerked at the Los Angeles Superior Court for the Honorable Elaine Lu.



Ms. Smiley grew up in Arizona with a passion for arts and performance. She studied ballet through the Royal Academy of Dance method for 12 years and minored in ballet in college.

Ms. Smiley first became interested in law while participating in various mock trial programs in high school and college. Through hard work and perseverance, Ms. Smiley became a national finalist in several mock trial competitions in both college and law school. "The thing I love most about the law, and specifically litigation, is that it gives a voice to people who otherwise would be silenced. I became a lawyer because I want to help people and to stand up for their interests".

While in law school, Ms. Smiley served as the Senior Managing Editor for the Arizona Journal of International and Comparative Law. Ms. Smiley also interned at the Pima County Public Defender's office where she aided attorneys in providing high quality representation to indigent defendants.

Ms. Smiley relocated to Los Angeles shortly after graduating law school. In her free time, Ms. Smiley takes advantage of the thriving performing arts scene in Los Angeles and attends as many ballet and theatrical performances as she can. She also acts as a mock trial coach for undergraduate students.

Ms. Smiley is excited to be a member of the Baron & Budd team advocating for the interests of our clients. "The passion at Baron & Budd is palpable, and I am grateful for the opportunity to devote my skills and talents to serving our clients and the greater good."

**Kris Thompson** has been a member of the New Orleans office of Baron & Budd since 2018. As part of the firm's Mesothelioma Litigation Group, Mr. Thompson represents clients harmed by exposure to asbestos. His determination to obtain justice for victims of corporate greed sprung from his first representation of asbestos clients at Roussel & Clement in Mandeville, Louisiana. Advocating now for Baron & Budd's mesothelioma patients has only intensified Mr. Thompson's passion for representing individuals who don't always have the knowledge or resources to help themselves. "I am dedicated to protecting those who have been harmed by companies that profit from failing to ensure the safety of others". He is admitted to practice law before all Louisiana state courts, as well as the United States District Court for the Eastern District of Louisiana.

Kris Thompson received his juris doctor from the Paul M. Hebert Law Center at Louisiana State University in Baton Rouge, where he was a quarterfinalist in the Ira S. Flory Mock Trial Competition and served as vice president of the campus Torts Society and as a Barristers Bowl team member. He also holds a degree in political science from Southeastern Louisiana University in Hammond. While in law school, Mr. Thompson served a judicial externship under Judge Jewel E. "Duke" Welch of the Louisiana Court of Appeal, First Circuit, in Baton Rouge.

Kris Thompson was born, raised and educated in southeast Louisiana and is deeply familiar with the area's customs, traditions, and strong ethical and religious backgrounds. He enjoys being able to utilize his legal training and knowledge to



provide thorough representation to severely injured mesothelioma patients in complex litigation, perhaps appreciating the one-on-one communication he has with our clients best of all. "I am honored to represent individuals and families through one of the most medically, emotionally and financially challenging times in their lives. I take special pride in the strong, personal relationships I've built with them".

**Brandon Tyler** is a member of the Pharmaceutical Litigation Group in the Dallas offices of Baron & Budd. Mr. Tyler is an Oklahoma native who relocated to Texas in 2019 when his wife accepted a transfer for work. He attended Oklahoma's Northeastern State University where he graduated summa cum laude with a Bachelor of Business Administration in Finance in 2005.

Mr. Tyler worked in the securities industry for Edward Jones prior to pursuing his lifelong dream of becoming an attorney. His passion has always been advocacy for clients' rights, and he has dedicated his legal career to representing individuals who have been injured through the negligence of others.

While in law school, Mr. Tyler worked as a law clerk for Graves McLain, PLLC, an Oklahoma personal injury law firm specializing in the representation of individuals in medical negligence, wrongful death and motor vehicle accident cases. Mr. Tyler graduated summa cum laude from University of Tulsa College of Law in 2014.

Upon graduation from law school, Brandon Tyler returned to his hometown in Oklahoma, where he established a solo practice representing individuals in personal injury cases. His successes in complex litigation include medical negligence, wrongful death, motor vehicle accidents, and workers compensation.

**Holly Werkema** joined Baron & Budd in May of 2012 in the firm's General Litigation Group, representing homeowners throughout the southeast affected by toxic Chinese drywall installations in their homes. After settlement with the drywall manufacturer, Ms. Werkema continues to assist hundreds of the firm's clients in navigating the claims process that will ultimately lead to repair and/or replacement of the toxic drywall in their homes.

More recently, Ms. Werkema joined the firm's Pharmaceutical Litigation Group, where she represents more than 2,000 women harmed by use of the now-recalled birth control device Essure.

Prior to joining Baron & Budd, Ms. Werkema served the State of Florida Department of Financial Services as an attorney in the Prosecution and Enforcement Litigation Group. There she developed her litigation skills representing the Department in enforcement proceedings, rule challenge proceedings, property claim denial proceedings and garnishment proceedings.

**Nia Wilson** joined the Dallas offices of Baron & Budd in 2019. She works with the firm's Pharmaceutical Litigation Group to represent communities that have



been devastated by the nation's opioid crisis. Although a Jackson, Mississippi native, Ms. Wilson is excited to continue her legal career in Dallas.

Ms. Wilson earned her undergraduate degrees in Journalism and Communications from Mississippi State University in Starkville, Mississippi. She then continued to the University of Mississippi School of Law in Oxford, Mississippi. While in law school, she explored various avenues of law by interning for the Dallas Federal Public Defender's Office and the Northern District of Mississippi U.S. Attorney's Office. She also worked as a judicial intern for Honorable Katharine Samson of the Southern District of Mississippi Bankruptcy Court. These diverse experiences helped shape her into the well-rounded attorney she is today.

Ms. Wilson's commitment to the community is unmatched. While in law school, she represented neglected and abused children through her law school's Child Advocacy Clinic. The experience allowed her to expand her legal expertise while also fighting for those who often cannot fight for themselves. It should come as no surprise that upon receiving her license to practice law, Ms. Wilson joined the Dallas Volunteer Attorney Program where she provides free legal help to low income citizens. Ms. Wilson's strong commitment to helping others keeps her motivated to excel in her profession.

Ms. Wilson joined Baron & Budd in order to make a difference in the lives of individuals and communities adversely affected by unscrupulous companies. Her passion has always been advocacy for clients' rights, and she looks forward to pursuing a legal career providing representation to individuals who have been harmed due to the negligence of others.

**Evan Zucker** works in Baron & Budd's Los Angeles office. He specializes in consumer class action litigation and insurance bad faith cases. Mr. Zucker is dedicated to fighting for the rights of consumers who have been harmed by the systematic and uniform practices of unscrupulous corporations.

Before joining Baron & Budd in 2014, Evan Zucker represented clients in matters which had positive ramifications across the country for those who had been victims of improper mortgage and loan-service fees. He has been appointed class counsel or co-class counsel in more than a dozen state and nationwide class action matters dealing with such corporate malfeasance. In three such cases, Mr. Zucker successfully recovered an aggregate of almost five million dollars on behalf of mortgage holders in California, New Jersey and Massachusetts who had been improperly charged late fees and mortgage-related servicing fees.

Earlier in 2014, Mr. Zucker worked as part of a trial team which won a verdict on behalf of an elderly couple against a home insurance company in a matter stemming from the total destruction of their home during the 2009 Los Angeles wildfire known as the Station fire. In that case, the jury made a finding that allowed punitive damages against the insurer for acting with malice toward the couple, essentially forcing them to live in a cramped hotel room for two and a half years while the insurance company repeatedly and fraudulently denied them the full value of their insurance claim.



Before starting work at Baron & Budd, Mr. Zucker also represented several individuals in civil rights cases against various state and local law enforcement entities, receiving several favorable settlements for these citizens. Additionally, he worked with California senators to pass legislation protecting the privacy of Californians who were victimized by online extortion schemes which posted consumers' personal information. Mr. Zucker was instrumental in furthering litigation aimed at shutting down these cyber-thieves.

Evan Zucker was in middle school when his family's home was devastated by the Northridge earthquake in 1994. At the time he saw the tremendous impact that industry-wide insurance practices could have on middle class families, especially after a natural disaster. As a result of this experience, even before deciding to attend law school, Mr. Zucker gravitated toward work in law firms that handled cases against insurance companies, including those against insurers which engaged in malicious claims-handling practices.

Ultimately, Mr. Zucker found himself working to recover hundreds of millions of dollars on behalf of commercial and residential policyholders faced with catastrophic losses after that same 1994 Northridge earthquake. As a result of these experiences, he was inspired to seek a career in law. He has been representing citizen plaintiffs ever since, and has continued that work as a part of Baron & Budd's Banking Fraud and Automotive Defect team.

In his spare time, Mr. Zucker enjoys playing basketball. He likes to snowboard in winter. And though he learned to juggle balls in the air as a youth, these days he prefers to concentrate his multitasking skills on giving Baron & Budd's clients the best representation possible.



**SCOTT SUMMY**  
**“THE WATER LAWYER”**

**Summy’s Practice**

Scott Summy is a shareholder at Baron & Budd, one of the largest and oldest firms in the United States that specializes in environmental litigation. Mr. Summy heads up the firm’s Environmental Litigation Group, which litigates complex environmental contamination cases all over the country. The Group represents public entities in litigation to recover costs of removing chemical contamination from public water supplies, governmental facilities, natural resources, and public property. Through this type of litigation, the Group seeks to shift the costs of remediation to the chemical manufacturers and suppliers responsible for the contamination --- and away from public entities and taxpayers.

**PCBs**

The Group filed a lawsuit against the Monsanto Company and its corporate successors on behalf of a public school district in Massachusetts. The lawsuit alleges that Monsanto knew about the dangers of PCBs as early as the 1930s but failed to warn people of the severe dangers associated with PCBs and their use in common building materials. The litigation seeks to require Monsanto to pay for removing PCB-containing materials from the contaminated schools. The group also represents the City of Hartford/Hartford Board of Education in Connecticut whose schools have been contaminated with PCBs.

The Group also filed a lawsuit on behalf of the City of San Diego to restore the health and quality of San Diego Bay and to preserve this valuable waterway for all future uses. The City is a trustee of the Bay and is charged with protecting the Bay for the public benefit. After the State Water Resources Control Board detected toxic contaminants known as PCBs in the water and sediments of the Bay, the City committed to remove these chemicals from this important natural resource. To recover the costs associated with these efforts, the City filed a lawsuit against Monsanto Company and its corporate successors.

The Group has filed lawsuits on behalf of the Cities of Baltimore, Berkeley, Chula Vista, Long Beach, Oakland, Portland, San Diego, San Jose, Seattle and Spokane; the Port of Portland; Los Angeles County and the State of Washington due to PCB contamination.

**Water Contamination**

Mr. Summy regularly represents public water providers (e.g., municipalities, water districts, utilities, and school districts) whose water is contaminated by intrusive chemicals. On behalf of these clients, Mr. Summy seeks cost recovery for treatment facilities, operation and maintenance costs, out-of-pocket expenses, and administrative costs. Mr. Summy also represents private well owners around the country whose wells are contaminated.

The Environmental Litigation Group has represented hundreds of public water providers in litigation arising from contamination of water supplies with MTBE, a gasoline additive. Mr. Summy has recovered over a billion dollars against major oil companies who decided to blend MTBE into gasoline knowing that it would likely contaminate water supplies. In one set of cases, involving approximately 150 water providers, Mr. Summy negotiated settlements totaling

over \$450 million. Mr. Summy continues to file new MTBE cases across the country and currently represents the State of Vermont, the State of Rhode Island and a number of municipalities in new MTBE litigation.

Mr. Summy also represented all public water providers in the United States whose water was contaminated with atrazine, a common agricultural chemical used on corn and other crops. On behalf of these water providers, the Group brought claims against Syngenta, the company that makes atrazine and is aware that its normal use causes drinking water contamination. Mr. Summy negotiated a settlement awarding \$105 million to over 2,000 water providers.

The Group also represents public water providers and other public entities in litigation involving other chemicals that contaminate water supplies and property including TCP, TCE, PCE, and PCBs.

### **California Wildfires**

Mr. Summy and ELG currently represent over 20 Public Entities in litigation resulting from the devastating 2015, 2017 and 2018 California wildfires. The firm also represents hundreds of individuals and businesses. These fires were caused by the electrical utilities failure to recognize the new normal caused by Climate Change. These utilities failed to maintain their equipment and secure and maintain the foliage that surrounds their equipment. These cases are pending in four consolidated pieces of litigation - two in the North: Northern California Fires, JCCP 4955 and Camp Fire Cases, JCCP 4995; and two others in the South: Southern California Fires, JCCP 4965 and Woolsey Fires, JCCP 5000. Mr. Summy currently serves, along with Baron and Budd Shareholder John Fiske, as Co-Lead Counsel for the Public Entities in Southern California and Woolsey Fire JCCPs. He was also appointed as Co-Lead Counsel for the public entities in the Northern California JCCP prior to PG&E filing bankruptcy. Those cases are now pending in the bankruptcy court.

Mr. Summy recently reached a tentative settlement for the Northern California Public Entities for \$1 Billion. The clients included the devastated Town of Paradise and Butte County.

### **PFAS/AFFF**

Mr. Summy was recently appointed as Co-Lead Counsel by the court in AFFF MDL No. 2873 pending in federal district court in South Carolina. This litigation focuses on PFAS contamination to the environment by its use in fire foam. The litigation focuses on the manufacturers of AFFF and PFAS and seeks damages for the extensive contamination. This is the hottest environmental issue in the United States presently. Mr. Summy represents numerous public entities in the MDL.

Mr. Summy is also serving as Co-Chair of the General Liability Discovery Committee and the Science Committee. Baron and Budd Shareholder Carla Burke is also serving as Co-Chair of the Law and Briefing Committee.

Mr. Summy and the Group are currently seeking relief on behalf of public water providers and individuals against E. I. du Pont de Nemours and The Chemours Company for decades-long contamination of the Cape Fear River, along with the air and groundwater near the Fayetteville, North Carolina, plant, from Gen-X compounds and dozens of other per- and

polyfluoroalkyl substances in the PFAS chemical family. For 35 years DuPont and Chemours have contaminated the river and over a hundred private wells around the plant. Mr. Summy and the Group represent Brunswick County, the Town of Wrightsville Beach, and the Lower Cape Fear Water & Sewer Authority as they seek to recover the costs of removing all PFAS chemicals before the water is distributed to the public. The Group also represents the owners of most of the private wells around the plant that have been contaminated and is seeking damages for well filtration, all costs associated with filtration and property damage. This case is of national significance as focus has shifted to the prevalence of PFAS chemicals around the country.

### **Gulf Oil Spill**

Mr. Summy's experience with environmental litigation led to a leadership role in the litigation arising from the Deepwater Horizon explosion and oil spill in the Gulf of Mexico. In 2010, he was appointed to the Plaintiffs' Steering Committee and Plaintiffs' Executive Committee in the Gulf Oil Spill Multi-District Litigation in the Eastern District of Louisiana. In that capacity, he played a critical role in negotiating a settlement and claim procedure for the tens of thousands of individuals, businesses, and governmental entities injured by the oil spill. Mr. Summy and the Group also represent hundreds of businesses with claims against BP and have recovered in excess of \$100 million on behalf of these clients. Mr. Summy also represents a number of public entities who have sustained loss of tax revenue due to the oil spill. Mr. Summy assisted these public entities in recovering significant losses due to the oil spill.

### **Santa Barbara Oil Spill**

Mr. Summy successfully represented the City of Santa Barbara and Santa Barbara County against Plains All-American Pipeline. Their pipeline ruptured spilling oil in the vicinity of Santa Barbara.

### **TCE – Ametek Facility Discharge**

Mr. Summy and the Group have filed lawsuits on behalf of individuals and property owners who have been affected by a plume of chemicals, including TCE, emanating from the Ametek facility in El Cajon, California. This plume has been described as the largest TCE plume in the State of California and threatens the groundwater in the area.

### **Coal Ash – Duke Energy**

Mr. Summy and the Group have been retained by residents living nearby Duke Energy Coal Ash ponds. Chemicals have leaked from these ponds and contaminated drinking water wells with hexavalent chromium and other dangerous chemicals.

### **Top Awards**

The Group's important work for public water providers has been recognized by the legal community on a number of occasions. His groundbreaking work for California communities affected by MTBE won Mr. Summy and his legal team the "Attorneys of the Year" award from California Lawyer in 2001. And Public Justice twice named Mr. Summy and his team as Finalists for the organization's Trial Lawyer of the Year Award --- in 2009, for cases arising

from MTBE contamination, and again in 2013, for cases arising from atrazine contamination. Mr. Summy was also included in The Best Lawyers in America 2006-2018 editions.

Mr. Summy is licensed to practice law in Texas, North Carolina and New York. He is AV-rated by Martindale Hubbell.

### **Clean Water:**

**Mr. Summy has obtained settlements for his clients in excess of \$1 billion. These results have helped provide clean drinking water and a cleaner environment to millions of Americans.**

### **Environmental Cases Handled By Summy**

1. **In Re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico on April 20, 2010, MDL 2179**

Summy currently represents over 1,000 commercial businesses and individuals impacted by the spill. Summy has also spent substantial time in New Orleans in 2010 and 2011 fulfilling his roles on the EC and PSC. Summy also Co-Chairs the Science Group of the PSC which is responsible for developing evidence and hiring experts to determine the full impact of the spill, including Gulf seafood and the coastline. Summy is also involved in the discovery aspect of the case and has taken depositions in the United States and London, England.

Results: To date, PSC has secured an uncapped settlement fund to benefit many businesses and individuals impacted by the spill. (BP values this initial settlement at \$7.8 billion.) Remainder of case is currently set for trial in January 2013.

2. **MTBE and TBA Multi-District Litigation (“MDL 1358”) and Individual Actions**  
[First MDL Settlement]

Summy currently represents or has represented over 200 public water providers including municipalities, water districts and utilities, and school districts across the country against the Major Oil Companies who made the decision to add MTBE to gasoline. Summy’s clients have experienced MTBE and/or TBA contamination to their wells and seek damages/cost recovery to treat the contaminant(s). The clients represented by Summy are:

**California:** California-American Water Company, California Water Service Company, Citrus Heights Water District, City of Riverside, Del Paso Manor Water District, Fair Oaks Water District, Florin Resource Conservation District, M & P Silver Family Partners II, et al., Fruitridge Vista Water Company, Quincy Community Services District, Rio Linda Elverta Community Water District, Riverview Water District, Yosemite Spring Park Utility Co, Inc.

**Connecticut:** Town of East Hampton, American Distilling and Mfg. Co. Inc., Our Lady of the Rosary Chapel, United Water Connecticut, Inc.

**Florida:** Emerald Coast Utilities Authority f/k/a Escambia County Utilities Authority

**Illinois:** City of Island Lake, Village of East Alton

**Indiana:** Town of Campbellsburg, Town of Mishawaka, North Newton School, City of Rockport, City of South Bend

**Iowa:** City of Galva, City of Ida Grove, City of Sioux City

**Kansas:** City of Bel Aire, Chisholm Creek Utility Authority, Dodge City, City of Park City

**Louisiana:** City of Marksville, Town of Rayville

**Massachusetts:** Brimfield Housing Authority (Brimfield, MA), Centerville-Osterville-Marsons Mills Water Department, Chelmsford Water District (Chelmsford, MA), Dedham Westwood Water District, City of Brockton, City of Lowell, City of Methuen, City of Peabody, Cotuit Fire District Water Department (Cotuit, MA), East Chelmsford Water District (Chelmsford, MA), Hillcrest Water District (Leicester, MA), Leicester Water Supply District (Leicester, MA), Massasoit Hills Trailer Park, Inc., North Chelmsford Water District (Chelmsford, MA), North Raynham Water District, Sandwich Water District, Sudbury Water District, Town of Avon, Town of Bedford, Town of Bellingham, Town of Billerica, Anawan Associates Realty, LLC, Town of Barnstable, Dennis Water District, Lunenburg Water District, Raynham Center Water District, Town of Douglas, Town of Marshfield, Town of Orange, Town of Provincetown, Town of Scituate, Town of Sterling, Town of Charlton, Town of Danvers, Town of Dover, Town of Dudley, Town of Duxbury, Town of East Bridgewater, Town of East Brookfield, Town of Easton, Town of Edgartown, Town of Halifax, Town of Hanover, Town of Hanson, Town of Holliston, Town of Hudson, Town of Merrimac, Town of Millis, Town of Monson, Town of Norfolk, Town of North Attleborough, Town of North Reading, Town of Norwell, Town of Pembroke, Town of Reading, Town of Spencer, Town of Stoughton, Town of Tewksbury, Town of Tyngsboro, Town of Ware, Town of Wayland, Town of West Bridgewater, Town of West Brookfield, Town of Weymouth, Town of Wilmington, Town of Yarmouth, United Methodist Church (Wellfleet, MA), Water Supply District of Acton, Westport Federal Credit Union, Westview Farm, Inc. (Monson, MA), Town of Middleborough, City of Lawrence, Town of Burlington, Town of Townsend, Town of Uxbridge, Town of Webster, Town of Lakeville, Indian Hills Realty, Town of Holden.

**New Jersey:** Borough of Penns Grove, City of Bridgeton, City of Camden, City of Gloucester City, Township of Winslow, City of Vineland, Elizabethtown Water Company, Little Egg Harbor Township, Mount Holly Water Company, Mount Laurel Municipal Utilities Authority, New Jersey American Water Company, Inc., Penns Grove Water Supply Company, Inc., Point Pleasant, Southeast Morris County Municipal Utilities Authority, Township of Montclair, United Water Arlington Hills, Inc., United Water Hampton, Inc., United Water New Jersey, Inc., United Water Toms River, Inc., United Water Vernon Hills, Inc.

**New Mexico:** People of the State of New Mexico Through the Office of the Attorney General

**New York:** Franklin Square Water District, Great Neck North, Hicksville Water District, Jericho Water District, Long Island Water Corporation, Nassau County, Port Washington Water District, Roslyn Water District, Suffolk County, Suffolk County Water Authority, Town of Wappinger, United Water New York, Inc., Village of Pawling, Village of Sands Point, Western Nassau Water Authority

**Pennsylvania:** Northhampton/Bucks County Municipal Authority

**Vermont:** Craftsbury Fire District #2, Town of Hartland

**Virginia:** Buchanan County School Board, Greensville County Water & Sewer Authority, Patrick County School Board

**West Virginia:** Town of Matoaka

**Wisconsin:** Town of Freedom, Freedom Sanitary Water District, Capital Credit Union, Coffey Insurance Services, St. Nicholas Parish, Brenda Abrahamson, et al. (private well owners)

**Result: To date, settlements with Oil Company Defendants total over \$450 million and an agreement by 70% of the Major Oil Companies to pay for the treatment of new wells that become contaminated with MTBE and certain preconditions for the next 30 years. The well protection provided by the settlement protects over 3600 wells serving millions of Americans.**

Notables:

1. Summy was aligned with the New Mexico Attorney General's office representing the State of New Mexico in their statewide MTBE case.
  2. Many of the MTBE/TBA cases have been consolidated in a Multidistrict Litigation in New York before the Honorable Shira A. Scheindlin. Mr. Summy has been designated as co-lead counsel by Order of the Court for the plaintiffs in In re: MTBE, MDL 1358. Summy is a member of the Plaintiffs' Steering Committee and also serves as Treasurer for this Committee.
  3. The total value of partial settlements reached to date is in excess of a half a billion dollars - the largest settlement in the history of MTBE litigation in the United States.
3. **MTBE and TBA Multi-District Litigation ("MDL 1358") and Individual Actions**  
[Second MDL Settlement]
- Plaintiffs: City of Pomona, California; City of Santa Barbara, California; Village of Bethalto, Illinois; City of Nokomis, Illinois; Village of Roanoke, Illinois; Town of Kouts, Indiana; Bridgewater Water Department, Massachusetts; Russell Water Department, Massachusetts; Mayor and Council of Berlin, Maryland; City of Aberdeen, Maryland; Town of Chestertown, Maryland;

City of Salisbury, Maryland; Commissioners of Sharptown, Maryland; City of Taneytown, Maryland; County Commissioners of Worcester County, Maryland; City of Kennett, Missouri; Mound City, Missouri; City of Pattonsburg, Missouri; Coraopolis Water & Sewer Authority, Pennsylvania; Harrisville Fire District, Rhode Island; Town of Kingston, Rhode Island

Result: Settled for \$19,471,486.86

4. **MTBE and TBA Multi-District Litigation ("MDL 1358") and Individual Actions**  
[Third MDL Settlement]

Plaintiffs: City of Manning, Iowa; RPI Blueberry Estates, Massachusetts; Brewster Water Department, Massachusetts; Harborside Village, Massachusetts; Holy Virgin Mary Spiritual Vinyard (St. Mark Coptic Orthodox Church), Massachusetts; Hopkinton Water Department, Massachusetts; RIGR, Massachusetts, Newburyport Water Department, Massachusetts; rEVO Biologics, Inc., Massachusetts; City of Portageville, Missouri; Town of Hinesburg, Vermont

Result: Settled for \$4,300,000

5. ***Hurshel L. Ashcraft, et al. v. Conoco, Inc., et al.***  
(North Carolina) (1997)

Plaintiffs: 178 Residents of 2 Mobile Home Parks

Wells: 2 groundwater wells

Contaminants: Benzene and MTBE

Result: Tried to a jury in 1997. Settled when jury was out determining how much to award in punitive damages. Reportedly settled for \$36 Million.

Notables: First MTBE case ever tried to a jury in the United States. Largest settlement in North Carolina history at that time.

6. ***Alley, et al. v. Conoco, Inc., et al.***  
(North Carolina) (1998)

Plaintiffs: 82 Residents of 2 Mobile Home Parks

Wells: 2 groundwater wells

Contaminants: Benzene and MTBE

Result: Settlement for \$6.85 Million

7. ***Barbara Fulcher, et al. v. Trinity American Corporation***  
(North Carolina) (1998)

Plaintiffs: 3 families

Wells: 3 residential groundwater wells

Contaminants: Diesel fuel, chromium/chromate, chlorinated solvents, toluene

Result: Settled for \$900,000.00

8. ***Communities for a Better Environment v. Unocal, et al.***  
(California) (2001)

Plaintiff: Communities for a Better Environment  
Wells: Injunctive relief action brought to protect groundwater wells, public and private, across the State of California  
Contaminants: MTBE  
Result: After a partial bench trial, Defendants, Major Oil Companies, entered into settlement agreements, injunctive orders and judgments to change their business practices regarding MTBE. They agreed to provide warnings and incorporate state agency directives on cleanup to a legal judgment making delays contemptible. The settlement involved over 1000 sites and was valued at approximately \$200 Million.  
Notables: The CBE legal team headed by Summy received the California Lawyer Attorneys of the Year (CLAY) Award for Environmental Law.

9. ***City of Santa Monica v. Shell Oil Company, et al.***

(California) (2003)

Plaintiffs: City of Santa Monica and Southern California Water Company  
Wells: 5 public groundwater wells extracting from the Charnock Basin  
Contaminants: MTBE and TBA  
Result: Settlement valued by the Court at \$315.5 Million.  
Notables: The settlement obtained for the City and Water Company requires the Defendants to pay for the design, construction, operation and maintenance of the filtration system until all wells are clean. Additionally, the Defendants paid the City approximately \$120 Million in cash. This allows the City to pay for its attorneys without going out of pocket.

10. ***Kimberly Kirkman, et al. v. ExxonMobil, et al.***

(Pennsylvania) (2003)

Plaintiffs: 7 Plaintiffs  
Wells: 1 commercial groundwater well and 3 residential groundwater wells  
Contaminants: MTBE  
Result: Settled for \$670,000 cash. In addition, 2 plaintiffs obtained hook-up to public water and 4 plaintiffs obtained a Value Assurance Program to assist Plaintiffs in selling their homes

11. ***Salah Bichmaf, et al. v. ExxonMobil Corporation***

(New Jersey) (2003)

Plaintiffs: 8 Families  
Wells: 5 groundwater wells  
Contaminants: MTBE and Benzene  
Result: Confidential settlement.  
Residents also hooked up to public water

12. ***Theodore Holten, et al. v. Chevron, U.S.A., Inc., et al***

(New Jersey) (2004)

Plaintiffs: Approximately 45 Private Residences  
Wells: Approximately 45 Residential groundwater wells  
Contaminants: MTBE, Benzene and TBA  
Result: Settlement for \$2.6 Million



13. ***Communities for a Better Environment, et al. v. Tosco, et al.***  
(California) (2006)  
Plaintiffs: Communities for a Better Environment and Nicole McAdam  
Wells: Acting as private Attorney General brought action under Prop 65 to protect groundwater, public and private groundwater wells throughout the State of California  
Contaminants: Benzene and Toluene  
Result: Settlements with defendants include injunctive relief, penalties, attorneys' fees and costs. The settlements have been valued in excess of \$100 Million.  
Notables: This is the largest Prop 65 settlement to date in the state of California.
  
14. ***Village of East Alton v. Premcor Refining Group Inc. f/k/a Clark Refining & Marketing Inc.***  
(Illinois)  
Plaintiffs: Village of East Alton  
Wells: 2 groundwater wells  
Contaminants: MTBE and TBA  
Result: Settlement over \$8 Million.
  
15. ***Francis Misukonis, et al. v. Atlantic Richfield Company, et al.***  
(Illinois)  
Plaintiffs: Private well owners  
Results: Injunctive relief and attorneys' fees
  
16. ***Thomas G. Browning, et al. v. Explorer Pipeline Company, et al.***  
(Texas) (2005)  
Plaintiffs: Approximately 19 private residents requesting recovery for property damage  
Results: Settlement over \$1.5 Million
  
17. ***Fruitridge Vista Water Company v. ExxonMobil, et al.***  
(California)  
Plaintiff: Fruitridge Vista Water Company  
Wells: 4 Groundwater Wells  
Results: Settlement over \$2.4 Million
  
18. ***Howard Graham, et al v. Shell Oil Company, et al.***  
(Illinois)  
Plaintiffs: Private well owners  
Results: Injunctive relief and attorneys' fees

**Other Toxic Tort Cases Handled by Summy**

1. ***Charlene LaVerene Mercurio, et al. v. Alcoa, Inc., et al.***  
(Illinois)  
Plaintiffs: Residents of the town of Rosiclare, Illinois  
Contaminants: Lead and other heavy metals  
Results: Confidential Settlement
  
2. ***Sandra Sue Fullen, et al. v. Philips Electronics North America, et al.***  
(West Virginia)  
Plaintiffs: Former employees of the Fairmont, West Virginia Philips plant  
Contaminants: Mercury  
Results: Confidential Settlement
  
3. ***Lori Lynn Moss and Randy Moss, et al., v. Venoco, Inc., et al.***  
(California)  
Plaintiffs: Former students, and others in the community, who were exposed to toxic materials near Beverly Hills High School  
Results: Settled for \$30,000,000

**TCP**

Summy currently represents several public watch providers in California whose wells have been contaminated by TCP. These water providers are:

*California Water Services*  
*City of Bakersfield*  
*City of Delano*  
*City of Livingston*  
*City of Oceanside*  
*City of Shafter*  
*City of Wasco*  
*Lamont Public Utility District*  
*Montara Water & Sanitary District*  
*Sunny Slope Water Company*

Results: *City of Livingston* settled in 2011  
*City of Oceanside* settled in 2011  
*City of Shafter* settled in 2012  
*City of Wasco* settled in 2013  
*Lamont Public Utility District* settled in 2014  
*City of Delano* settled in 2015  
*City of Bakersfield* settled in 2017  
*California Water District* settled in 2017

**PCE**

Summy represented California Water Services, City of Sunnyvale in California and Suffolk County Water Authority in New York due to the fact that their wells were contaminated by PCE.

## **Atrazine**

Summy represented several water providers in the mid-west whose water supply was contaminated by atrazine. These water providers include:

**Illinois:** Illinois-American Water Company, City of Carlinville, City of Coulterville, City of Fairfield, City of Flora, City of Gillespie, City of Greenville, City of Hillsboro, City of Litchfield, City of Mount Olive, Holiday Shores Sanitary District, City of Mattoon, Village of Evansville, Village of Farina

**Indiana:** Indiana-American Water Company, City of Jasper

**Iowa:** Iowa-American Water Company, Chariton Municipal Water Works, Creston Municipal Utilities, City of Gladbrook

**Kansas:** City of Carbondale, City of Dodge City, City of Hillsboro, City of Marion, City of Oswego, City of Plains, Rural Water District No. 2 of Miami County

**Missouri:** Missouri-American Water Company, City of Cameron, City of Concordia, City of Vandalia, City of Maryville

**Ohio:** Ohio-American Water Company, City of Upper Sandusky, Village of Monroeville, Village of Ottawa

Results: Class Action Settlement \$105,000,000

Notables: In May, 2012, Summy was appointed as Class Counsel for the Atrazine Settlement Class by Judge J. Phil Gilbert.

## **Gulf Oil Spill**

Summy was part of a group who represented several public entities who were affected by the Gulf Oil Spill. Those entities include: City of Anna Maria, City of Bristol, City of Cedar Key, City of Holmes Beach, City of Marathon, City of Monticello, City of Niceville, City of Palmetto, City of Pensacola, City of St. Marks, City of Tallahassee, Collier County, Escambia County, Jackson County, Jefferson County, Lee County, Leon County, Manatee County, Monroe County, Okaloosa Gas District, Pensacola Downtown Improvement Board, Santa Rosa County, School Board of Calhoun County, School Board of Escambia County, School Board of Jefferson County, School Board of Leon County, School Board of Martin County, School Board of Miami-Dade County, School Board of Monroe County, School Board of Palm Beach County, School Board of Polk County, School Board of Santa Rosa County, School Board of Volusia County, School Board of Wakulla County, Town of White Springs, Village of Islamorada, and Wakulla County.

## **California Wildfires**

Summy is part of a group that represents several public entities affected by the devastating 2015, 2017 and 2018 wildfires in California. Those entities include: County of Calaveras, Calaveras County Water District, Ebbetts Pass Fire District, San Andreas Fire Protection District, The West Point Fire District, County of Sonoma, County of Napa, Count of

Lake, County of Mendocino, County of Nevada, County of Yuba, City of Santa Rosa, City of Clearlake, City of Napa, Town of Paradise, Butte County, Paradise Recreation & Parks District, Los Angeles County, City of Malibu and City of Agoura Hills.

### **Summy's Memberships and Affiliations**

Summy is actively involved in organizations that are important to his clients, public and private well owners. Summy was also selected in 2003 to become a member of the Board of Directors for the nationally acclaimed Western Environmental Law Center. Organizations in which Summy actively participates are as follows:

#### *Water*

American Water Works Association (AWWA)  
Association of Metropolitan Water Agencies (AMWA)  
National Association of Water Companies (NAWC)  
Association of California Water Agencies (ACWA)  
American Ground Water Trust

#### *Environmental*

Western Environmental Law Center - Advisory Council (2003 – 2005)

#### *Legal*

American Association for Justice (Co-Chair Gulf Coast Oil Spill Litigation Section;  
Environmental Law Section; Interim Co-Chair – Wildfire Litigation Group)  
State Bar of Texas  
Public Justice - Board of Directors (2008 – 2011)  
Environmental Law Section - State Bar of Texas  
State Bar of North Carolina  
International Municipal Lawyers Association (IMLA)  
Fellow of Dallas Bar Association  
Texas Trial Lawyers Association  
State Bar of New York  
Mass Tort Trial Lawyers Association  
The National Trial Lawyers: Top 100 Trial Lawyers  
National Academy of Jurisprudence  
Consumer Attorneys of San Diego  
Fellow of the American Bar Foundation

#### *Charitable*

1. Mr. Summy is the founder and President of Supreme Court Youth Organization (“SC”). SC is an organization which supports youth basketball teams as they compete nationally. It provides assistance to underprivileged kids that could not otherwise afford to participate. It also established and supports SASO (“Scholars and Athletes Serving Others”), which is a service organization of young men and their mothers who devote substantial service time to charitable events.
2. Mr. Summy was recently elected to the Board of Trustees of the Texas Tech Law School Foundation. His term begins on August 1<sup>st</sup>, 2019.

## **Presentations**

Summy regularly presents at both legal and environmental seminars. Of note, in 2003 Summy was invited to present at a seminar to discuss American Indian Tribal Concerns regarding Perchlorate contamination in the Colorado River. Summy's presentations include the following:

Mealey's Emerging Toxic Torts, "UST and MTBE Litigation Conference" (Co-Chairman, November 15, 1999).

Mealey's Toxic Tort Conference: Plaintiff, Defense and Expert Perspectives (April 17-18, 2000).

Mealey's MTBE Conference (May 11-12, 2000).

American Bar Association Section of Environment, Energy, and Resources 30<sup>th</sup> Annual Conference on Environmental Law (March 8-11, 2001).

Mealey's MTBE Litigation Conference 2001 (May 10-11, 2001).

Mealey's MTBE & USTs Litigation Conference (Co-Chairman, November 4-5, 2002).

United States Composting Council 11<sup>th</sup> Annual Conference (January 28-30, 2003).

Tribal Concerns - Perchlorate Contamination Conference, "How Do We Pay The Costs of Restoration?" (September 10, 2003).

International Municipal Lawyers Association, "Protecting Your Drinking Water: MTBE Detects? The Solution to MTBE Pollution" (October 12 - 15, 2003).

United States Composting Council 12<sup>th</sup> Annual Conference (January 25-28, 2004).

Investigation and Remediation of Dry Cleaner Release Sites - Groundwater Resources Assn., "PCE - The Groundwater Contamination Problem: Who Should Pay to Clean Their Waste From Our Water?", Sacramento, CA (April 7, 2004).

American Ground Water Trust, "Perchlorate in America's Ground Water" (May 3, 2004).

2004 NGWA Groundwater and Environmental Law Conference, "The 2003 Federal Energy Bill and MTBE Liability Protection: If You Fail in Court You Can Win in Congress" (May 5-6, 2004).

"Expert Witnesses," Guest Lecturer, Saint Louis University Law School (September 25, 2004).

International Municipal Lawyers Association, "Emerging Contaminants," (October 5, 2004).

California Nevada Section - American Water Works Association, "Perchlorate - The Blast That Lasts," (October 13, 2004)

2004 Page Keeton Civil Trial Conference, "Representing Water Providers in Environmental Litigation," (October 28, 2004)

2004 Mealey's MTBE and USTs Litigation Conference, "Lessons Learned in the Settlement and/or Trial of MTBE Cases," (December 7, 2004)

2005 National Ground Water Association Ground Water Summit, "Emerging Contaminants, MTBE and Their Impact on America's Water Supply," (April 18, 2005)

Ohio Section - AWWA Conference, "Atrazine Litigation: Recovering the Costs of Treatment," (September 21, 2005)

2005 International Municipal Lawyers Association Annual Conference, "Representing Public Water Providers in Water Contamination Cases," (September 26, 2005)

Ohio Section - AWWA - 9th Annual Safe Drinking Water Act Seminar, "Atrazine Litigation: Recovering the Costs of Treatment," (November 17, 2005)

360 Advocacy Institute - Gulf Coast Disaster: Representing the Plaintiffs - Individuals to Institutions, "Back to the Future - Limitations of Shipowners' Liability Act of 1851 (46 U.S.C. § 30505)," (May 20-21, 2010)

HB Litigation Conferences - Oil in the Gulf: Litigation & Insurance Litigation Coverage Conference, "National Survey of Cases Filed to Date & Coordinating State and Federal Cases," (June 24-25, 2010)

Mass Torts Seminar - Deepwater Horizon/BP Spill, Status of MDL, April 20th Deadline and Status of Scientific Experts (April 13-15, 2011)

"BP Oil Spill Litigation Update," Energy Accounting and Technology Conference, University of New Orleans, May 15, 2012

ABA Section of Environment, Energy, and Resources, 21<sup>st</sup> Fall Conference, Water, Wind, Waste, and More: Navigating New Tides in Environment, Energy and Resource Regulation "Low Dose Litigation 'The Plaintiff's Perspective,'" (October 9-12, 2013)

360 Advocacy, Damages: Go Big, Always Go Big, "Many Ways to Go Big – A Different Perspective on Environmental Cases." (June 12-14, 2016)

California Coast Chapter of ABOTA: "Wildfire Litigation Spreads to Mass Tort" (February 21, 2018)

## **Publications**

Summy has published articles regarding the legal aspects of handling cases involving chemicals that impact his clients. In 2003, Summy's MTBE water clients were placed at tremendous risk when the "MTBE Liability Waiver" provision was added to the proposed

Energy Bill coming out of the Legislature's Conference Committee. The MTBE Liability Waiver would have stripped Summy's MTBE water clients of their rights to pursue the major oil companies under a products liability cause of action. Summy attempted to assist his clients by criticizing the controversial provision. These are cited as follows:

"MTBE Immunity Provision A Bad Idea," Texas Lawyer, October 13, 2003

"'Fuel Safe Harbor' Provision Grants Immunity to MTBE Manufacturers," New Jersey Law Journal, Vol. CLXXIV - No. 3 - Index 237, October 20, 2003

"Cities May Lose Rights to Pursue Oil Companies for MTBE Contamination," New Jersey Conference of Mayors, February, 2004

One article authored by Summy was picked up by legal journals and mainstream publications in 124 instances in 15 states with a readership total of 4,434,256. This article was entitled, "Should the Public Pay for the Oil Industry's Mistake?"

Summy also co-authored an article entitled, "The Texas Residential Construction Liability Act: Framework for Change." It appeared in the Texas Tech Law Review, 27 Texas Tech Law Review 1 - 31 (1996).

"Managing Claims Arising From the Gulf Coast Oil Spill: Multidistrict Litigation v. the \$20 Billion Fund," in TXLR, Vol. 25, # 26, July 8, 2010

"The Legal Challenges and Ramifications of Gulf Oil Spill," Aspatore Special Report - Understanding the BP Oil Spill and Resulting Litigation - An In-Depth Look at the History of Oil Pollution and the Impact of the Gulf Oil Coast Disaster, 2010; Also appeared in West's 2010 Gulf Coast Oil Disaster - Litigation and Liability, October 2010.

"Poison In The Well," American Association of Justice – Trial Magazine, August 2016. Co-authored with John Fiske and Carla Burke Pickrel.

"Unnatural Disasters," American Association of Justice – Trial Magazine, January 2019. Co-authored with John Fiske.

### **Testimony Before Legislative Bodies**

Summy testified before the Texas House Civil Practice and Remedies Subcommittee in opposition to HB 1927 designed to provide immunity to manufacturers of gasoline additives.

## Awards

Summy has been recognized for his accomplishments in the legal arena by his peers on a number of occasions.

1. California Lawyer Attorneys of the Year (CLAY) Award for Environmental Law (2001)
2. Selected by D Magazine as one of the “Best Lawyers in Dallas” (2003)
3. Selected by Texas Monthly as a “Texas Super Lawyer” (2003)
4. Selected by D Magazine as one of the “Best Lawyers Under 40 in Dallas” (2004)
5. Selected by Texas Monthly as a “Texas Super Lawyer” (2004)
6. Selected by D Magazine as one of the “Best Lawyers in Dallas” (2005)
7. Selected by Texas Monthly as a “Texas Super Lawyer” (2005)
8. Selected to be included in The Best Lawyers in America 2006 edition
9. Selected by D Magazine as one of the “Best Lawyers in Dallas” (2006)
10. Selected by Texas Monthly as a “Texas Super Lawyer” (2006)
11. Selected by Texas Monthly as a “Texas Super Lawyer” (2007)
12. Selected to be included in The Best Lawyers in America 2007 edition
13. Selected as one of “The American Trial Lawyers Association’s Top 100 Trial Lawyers for Texas - 2008”
14. Selected by D Magazine as one of the “Best Lawyers in Dallas” (2008)
15. Selected by Texas Monthly as a “Texas Super Lawyer” (2008)
16. Selected to be included in The Best Lawyers in America 2008 edition
17. Selected to be included in The Best Lawyers in America 2009 edition
18. Selected to be included in Lawdragon, 500 Leading Attorneys in the US 2009 edition
19. Selected by Super Lawyers, to be included in Super Lawyers Corporate Counsel Edition (2009)
20. Selected as one of “The American Trial Lawyers Association’s Top 100 Trial Lawyers for Texas - 2008-2009”
21. Finalist – Public Justice Trial Lawyer of the Year (2009)
22. Selected by Texas Monthly as a “Texas Super Lawyer” (2009)
23. Selected to be included in The Best Lawyers in America 2010 edition
24. Selected by Super Lawyers, to be included in Super Lawyers Corporate Counsel Edition (2010)
25. Selected by Texas Monthly as a “Texas Super Lawyer” (2010)
26. Selected by Texas Monthly to be included in “Super Lawyers Business Edition” (inaugural publication)
27. Selected to be included in The Best Lawyers in America 2011 edition
28. Selected by Texas Monthly as a “Texas Super Lawyer” (2011)
29. Selected to be included in The Best Lawyers in America 2012 edition
30. Selected by Texas Monthly to be included in “Super Lawyers Business Edition” (2012)
31. Selected by Texas Monthly as a “Texas Super Lawyer” (2012)
32. Recognized as a “highly recommended” attorney in Baron & Budd’s selection to the Legal 500 List (2012)
33. Selected by Benchmark Litigation, *the Guide to America’s Leading Litigation Firms and Attorneys*, as a Leading Plaintiffs Star in Texas (2012)



34. Selected to be included in The Best Lawyers in America 2013 edition
35. Selected to be included as a 2013 Top Rated Lawyer in Energy, Environmental, & Natural Resources in the April issue of *The American Lawyer & Corporate Counsel* magazine.
36. Finalist – Public Justice Trial Lawyer of the Year (2013)
37. Selected to be included in The Best Lawyers in America 2014 edition
38. Selected by Texas Monthly as a “Texas Super Lawyer” (2013)
39. Selected by Benchmark Litigation as a “Local Litigation Star” in Texas 2014 edition
40. Selected to be included in The Best Lawyers in America 21<sup>st</sup> edition (2015)
41. Selected to be included in The Best Lawyers in America 22<sup>nd</sup> edition (2016); This is the 10<sup>th</sup> year in a row.
42. Selected as Lawyer of the Year in Mass Torts Litigation by Best Lawyers (2016)
43. Tarleton State University - 2016 Legacy Award Winner – Civil and Integrity Award
44. America’s Top 100 Attorneys – Lifetime Achievement
45. Selected as one of the Premier 100 Trial Attorneys for The National Academy of Jurisprudence (2016)
46. Selected to be included in The Best Lawyers in America 23<sup>rd</sup> edition (2017)
47. Winner of the Burton Award for “Poisoning the Well.” Appeared in August 2016 issue of *Trial Magazine*.
48. Selected as one of the “Premier 20 Over 20” trial attorneys for Texas for The National Academy of Jurisprudence (2017)
49. Recognized as a “recommended” attorney in Baron & Budd’s selection to the Legal 500 List (2017)
50. Selected to be included in The Best Lawyers in America 24<sup>th</sup> edition (2018)
51. Selected to be named to the National Law Journal’s Plaintiff’s Lawyers Trailblazer List
52. America’s Top 100 High Stakes Litigators (2018)
53. Selected to be included in the National Trial Lawyer - Top 10 Environmental Trial Lawyers Association (2018)
54. Selected to be included in The Best Lawyers in America 25<sup>th</sup> edition (2019)
55. Selected by D Magazine as one of the “Best Lawyers in Dallas” (2019)

### **Educational Background**

Texas Tech University School of Law, J.D. 1990  
Phi Delta Phi  
Board of Barristers  
John Marshall Moot Court Team  
National Moot Court Team  
Recipient: American Jurisprudence Award for Appellate Advocacy  
Tarleton State University, B.A. 1986 (cum laude)

### Admitted to Practice in the Following Courts

Summy is frequently allowed to practice in states all over the country by applying for admission “pro hac vice.” This allows Summy to handle individual water cases in numerous states. Summy is licensed in the following states and courts:

Supreme Court of Texas  
All State Courts in Texas  
Federal Eastern District of Texas  
Federal Northern District of Texas  
Federal Southern District of Texas  
Federal Western District of Texas  
Fifth Circuit Court of Appeals  
Supreme Court of North Carolina  
All State Courts in North Carolina  
All State Courts in New York  
Federal Northern District of Indiana  
Federal Southern District of Illinois  
Superior Court of the State of California, County of Contra Costa

Summy is also AV Preeminent rated by Martindale-Hubble.

### Reported Cases:

1. 1998 WL 404491 (E.D.N.C.), *Hurshel L. Ashcraft, et al., Plaintiffs, v. Conoco, Inc., et al., Defendants*, No. 7:95-CV-187-BR(3), United States District Court, E.D.N.C.
2. 218 F.3d 282, *Hurshel L. Ashcraft, et al., Plaintiffs, v. Conoco, Inc., et al., Defendants*, No. 7:95-CV-187-BR(3), United States District Court, E.D.N.C.
3. 218 F.3d 288, *Hurshel L. Ashcraft, et al., Plaintiffs, v. Conoco, Inc., et al., Defendants*, No. 7:95-CV-187-BR(3), United States District Court, E.D.N.C.
4. 2000 WL 1679502 (D. Virgin Islands), *Josephat Henry (Harvey), et. al v. St. Croix Alumina, LLC., et al.*, No. Civ. 1999-0036, District Court of the Virgin Islands, Division of St. Croix, Appellate Division.
5. 864 S.W.2d 648, *The Hartford Insurance Company, Appellant v. Commerce & Industry Insurance Company, Appellee*, No. 01-92-01166-CV, Court of Appeals of Texas, Houston (1<sup>st</sup> Dist.).
6. 852 S.W.2d 37, *The Sherwin-Williams Company, Appellant v. Trinity Contractors, Inc., Appellee*, No. 10-92-251-CV, Court of Appeals of Texas, Waco
7. 578 F.Supp.2d 519, *In re Methyl Tertiary Butyl Ether (MTBE) Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y. 2008)

8. 2008 WL 2944653, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jul 30, 2008)
9. 2008 WL 2566551, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jun 26, 2008)
10. 2008 WL 2511038, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jun 18, 2008)
11. 2008 WL 2388911, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jun 12, 2008)
12. 2008 WL 2882543, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jun 4, 2008)
13. 2008 WL 2047611, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., May 13, 2008)
14. 2008 WL 1991113, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., May 7, 2008)
15. 2008 WL 1971538, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., May 7, 2008)
16. 2008 WL 1971547, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., May 7, 2008)
17. 559 F.Supp.2d 424, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2008)
18. 522 F.Supp. 2d 569, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Nov 7, 2007)
19. 517 F.Supp.2d. 662, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Sep 20, 2007)
20. 510 F.Supp.2d. 299, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Sep 17, 2007)

21. 2007 WL 1791258, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jun 15, 2007)
22. 2007 WL 1601491, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jun 4, 2007)
23. 476 F.Supp.2d 275, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jan 8, 2007)
24. 2006 WL 1997471, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jul 18, 2006)
25. 2006 WL 1004725, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Apr 17, 2006)
26. 458 F.Supp.2d 149, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2006)
27. 447 F.Supp.2d 289, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2006)
28. 438 F.Supp.2d 291, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2006)
29. 457 F.Supp.2d 324, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2006)
30. 457 F.Supp.2d 298, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2006), *motion for reconsideration denied*, 2006 WL 1816308 (June 26, 2006)
31. 415 F.Supp.2d 261, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2005)
32. 402 F.Supp.2d 434, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., May 31, 2005)
33. 399 F.Supp.2d 325, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2005)
34. 399 F.Supp.2d 320, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jul 26, 2005)

35. 2005 WL 1529594, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., June 28, 2005)
36. 2005 WL 1500893, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., June 24, 2005)
37. 399 F.Supp.2d 242, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2005)
38. 233 F.R.D. 133, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2005)
39. 379 F.Supp.2d 348, 364, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2005)
40. 2005 WL 106936, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jan 18, 2005)
41. 2005 WL 39918, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Jan 6, 2005)
42. 364 F.Supp.2d 329, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2004)
43. 341 F.Supp.2d 386, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2004)
44. 341 F.Supp.2d 351, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2004)
45. 209 F.R.D. 323, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., 2002)(*"MTBE I"*)
46. 2002 WL 32361003, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., May 23, 2002) (*"MTBE I"*)
47. 174 F.Supp.2d 4, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. M 21-88, MDL 1358 United States District Court, (S.D.N.Y., Oct 16, 2001) (*"MTBE I"*)
48. 175 F.Supp.2d 593, *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, No. 00-Civ. 1898(BS) United States District Court, (S.D.N.Y., 2001)(*"MTBE I"*)

49. 144 Cal. App.4th 689, *D.J. Nelson, as Trustee, etc. v. The Superior Court*, No. C052420, Court of Appeal, Third District, California, (Nov 6, 2006)
50. *City of Greenville v. Syngenta Crop Prot., Inc.*, 2012 U.S. Dist. LEXIS 151819 (S.D. Ill. Oct. 23, 2012) (granting motion for final approval of settlement and award of attorney's fees and expenses)
51. *City of Greenville v. Syngenta Crop Prot., Inc.*, 2012 U.S. Dist. LEXIS 74305 (S.D. Ill. May 30, 2012) (granting motion for preliminary approval)
52. *City of Greenville v. Syngenta Crop Prot., Inc.*, 830 F. Supp. 2d 550, 565 (S.D. Ill. 2011) (denying Syngenta AG's motion to dismiss for lack of personal jurisdiction)
53. *City of Greenville v. Syngenta Crop Prot., Inc.*, 756 F. Supp. 2d 1001, 1004 (S.D. Ill. 2010) (denying Syngenta's motion to dismiss under Federal Rule of Civil Procedure 12(b)(6))

### **How to Reach Summy**

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**JOHN P. FISKE**

Shareholder, Baron and Budd P.C.  
[JFiske@baronbudd.com](mailto:JFiske@baronbudd.com) | (619) 261 -4090



**PROFESSIONAL OVERVIEW**

John Fiske is California’s leading public entity-as-plaintiff lawyer, having resolved over \$1.385 billion dollars for public entities in the past two years. Mr. Fiske has dedicated his career to “protecting what’s right” in so many ways: mentoring youth, rescuing farm animals, and seeking justice for those who need it.

In the fall of 2019, Mr. Fiske and his team filed a class action lawsuit on behalf of the Los Angeles Unified School District against JUUL Labs, Inc., the leading e-cigarette manufacturer, for creating an epidemic of youth vaping that has infiltrated the second-largest school district in the country, impeding student learning and putting the health and safety of more than 600,000 Los Angeles Unified students at risk. Since filing the class action in October of 2019, Mr. Fiske now represents the interests of over one million students in school districts who have filed separate lawsuits across the state of California - from northern, central, and southern California, from urban, suburban, and rural communities, and from large, medium, and small in size - in fighting this epidemic. Mr. Fiske is currently petitioning to be Court-Appointed Lead Counsel for Public Entities and School Districts in the JUUL JCCP proceeding (JCCP 5052).

Mr. Fiske also represents large public entities including the Counties of Baltimore, Los Angeles and San Diego, the cities of Long Beach, San Jose, Oakland, Berkeley, Chula Vista, Portland, Port of Portland, Spokane, Seattle, Tacoma and Baltimore, and the State of Washington in environmental and public nuisance actions against Monsanto Company for polluting America’s waterways with polychlorinated biphenyls (PCBs). He has been appointed a Special Assistant Attorney General for the State of Washington in the case.

Mr. Fiske also represents the Town of Paradise, Butte County, and the Paradise Recreation & Parks District (JCCP 4995) in the case against PG&E for the 2018 Camp Fire, as well Public Entities in the Northern California Fire Cases, including the Counties of Napa, Sonoma, Lake, Nevada, Yuba, and Mendocino, Lake County Sanitation District, the Sonoma County Agricultural Preservation and Open Space District, Sonoma County Community Development Commission, Sonoma County Water Agency, Sonoma Valley County Sanitation District, and the cities of Santa Rosa, Napa, and Clearlake. (JCCP 4955). Mr. Fiske represents these public entities in state court and in federal bankruptcy proceedings. Notably, on behalf of 17 public entities injured by the 2017 North Bay and 2018 Camp Fires, Mr. Fiske recently resolved with PG&E the local public and taxpayer losses for \$1 billion, which is working its way through the complex PG&E Chapter 11 Bankruptcy

case. Mr. Fiske also represented Calaveras County in the Butte 2015 Wildfire and has recovered \$25.4 million on behalf of the County for wildfire damages.

Mr. Fiske is also lead counsel for public entities in both the Southern California Fire Cases (JCCP 4965) and the Woolsey Fire Cases (JCCP 5000). As lead for public entities in both JCCP proceedings, Mr. Fiske notably resolved the claims of 23 public entities for \$360 Million with Southern California Edison in November of 2019. The settling public entities include the Cities of Santa Barbara, San Buenaventura, Malibu, Agoura Hills, Westlake Village, Calabasas, Thousand Oaks and Hidden Hills, the County of Los Angeles, the Los Angeles County Flood Control District, the Consolidated Fire Protection District of Los Angeles County, Ventura County, the Ventura County Watershed Protection District, the Ventura County Fire Protection District, Santa Barbara County, Santa Barbara County Flood Control and Water Conservation District, the Santa Barbara County Fire Protection District, Montecito Water District, Montecito Fire Protection District, Carpinteria-Summerland Fire Protection District, the Rancho Simi Recreation and Park District, the Conejo Recreation and Park District, and the Conejo Open Space Conservation Agency.

In addition to several public entities, Mr. Fiske represents thousands of families and businesses who lost everything due to the negligent maintenance, inspection, and operations of these investor-owned utilities. Due to his successes representing public entities in wildfire litigation, John Fiske has been featured on CNN and HBO Vice regarding wildfire safety and utility negligence.

Mr. Fiske also represents the interests of approximately 10.5 million California residents through the California Opioid Consortium, a group of more than 30 counties in California that are suing the nation's largest pharmaceutical distributors and manufacturers for their role in creating the devastating opioid epidemic. The Consortium is comprised of the following cities and counties: City of Chula Vista, Counties of Amador, Butte, Calaveras, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Imperial, Inyo, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Diego, Shasta, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba.

Since 2015, Mr. Fiske has represented students and teachers exposed to toxic fumes by the multi-billion dollar aerospace company Ametek, Inc., which improperly dumped toxic chemicals into groundwater, creating one of the largest trichloroethylene (TCE) plumes in the state of California. In addition to monetary damages, the lawsuit seeks medical monitoring on behalf of nearby mobile home residents and current and former instructors and pupils in an elementary school located just a few yards from the toxic plume.

John Fiske earned his law license at age 23 after attending California Western School of Law, a private, non-profit law school located in San Diego which was founded in 1924. Mr. Fiske attended law school on a full scholarship and served as Associate Editor of the Law Review while there.

Mr. Fiske has been declared a Super Lawyer in 2015, 2016, 2017, 2018, 2019, and 2020. In 2013, San Diego Metro Magazine named John Fiske to its list of "40 Under 40" (people to watch). He was a 2012 "Top Influential" (The Daily Transcript), a 2009 "Top Young Attorney" (The Daily Transcript), and a 2007 "50 People to Watch" (San Diego Magazine). Mr. Fiske has also served as a Barrister with the Louis M. Welsh Inn of Court, an amalgam of judges and lawyers who come together throughout the year to improve the skills, professionalism and ethics of the bench and bar.



John Fiske is a past-president of the board of directors of the San Diego Brain Injury Foundation, getting involved after obtaining a \$10.8 million jury verdict for a brain-injured client. He has also served as an advisory board member for the University of California San Diego's Bannister Family House, which acts as a home away from home for families of patients undergoing long-term care. In addition, Mr. Fiske has been a board member of Solutions: Exploring Success Post-High School, which provides an affordable way for high school students and their families to shape a clear, actionable vision of their post-high school path based on individual interests, aptitudes, and financial resources. On top of that, Mr. Fiske served as a "Red Coat" for the San Diego Bowl Game Association, a group of dedicated men and women who volunteer their time throughout the bowl's year-around events, leading up to and including the Holiday and Poinsettia Bowl games in San Diego. And as if all that were not enough, Mr. Fiske mentored two young men in a very personal way, by having been a "Big Brother" to two "Little Brothers" in the Big Brothers Big Sisters of America organization.

When John Fiske is not discussing legal topics on television, including programming on Fox, ABC, KPBS, and KUSI, he spends time riding horseback, snorkeling, hiking and camping. He's stays fit by racing in the Spartan Beast, Ragnar Relay and Tough Mudder competitions.

In 2016, Mr. Fiske founded the San Diego Farm Animal Rescue, a 501(c)3 non-profit organization dedicated to rescuing horses, pigs, hens, and roosters. As relayed by the Los Angeles Times and San Diego Union Tribune, S DFA Rescue educates people about the environmental impacts of large-scale animal agriculture while providing a unique interactive experience for visitors. In 2016, San Diego Magazine named Mr. Fiske's rescue organization San Diego's "Best Animal Encounter Experience". Baron & Budd is extremely proud to have this dedicated public servant and compassionate human being in our San Diego office.

### **EDUCATION**

California Western School of Law (J.D., 2006, Law Review, Dean's List, Full Ride Trustee Scholar, *Cum Laude*)

San Diego State University (B.A., 2004, Political Science, minor Philosophy, *Cum Laude, Phi Beta Kappa*)

### **BAR & COURT ADMISSIONS**

State of California (2007)

California State Bar

United States District Court for the Northern District of California

United States District Court for the Southern District of California

United States District Court for the Eastern District of California

United States District Court for the Central District of California

United States Court of Appeals for the Ninth Circuit

United States District Court for the Western and Eastern Districts of Washington

United States District Court for the District of Oregon

United States District Court for the District of Massachusetts

United States District Court for the Northern District of Indiana

United States District Court for the Northern District of Illinois  
United States District Court for the Northern District of Texas  
United States District Court for the Eastern District of Pennsylvania

PROFESSIONAL AWARDS & ASSOCIATIONS

2018 “Super Lawyers,” *Thomson Reuters*;  
2017 “The Burton Awards- Law360 Distinguished Legal Writing Awards- Law Firm,” *Poison in the Well*, Trial Magazine, American Association for Justice, August 2016;  
2017 “Top 40 Under 40 Civil Plaintiff Trial Lawyers” *National Trial Lawyers*;  
2017 “Super Lawyers,” *Thomson Reuters*;  
2016 “Super Lawyers,” *Thomson Reuters*;  
2015 “Super Lawyers,” *Thomson Reuters*;  
2013 “Top 40 Under 40,” *SD Metro Magazine*;  
2012 “Top Influential,” *San Diego Daily Transcript*;  
2009 “Top Young Attorney,” *The Daily Transcript*;  
2007 “50 People to Watch,” *San Diego Magazine*.

JASON JULIUS

PROFESSIONAL OVERVIEW

Eleven years' experience representing individuals, public entities, and communities seeking to recover costs of remediation, restoration of natural resources, treatment of water supplies, and any other expenses associated with removing contamination.

Extensive experience in drafting complaints and arguing motions, including those for summary judgment, in complex environmental contamination litigation.

Extensive experience in discovery, including written discovery, depositions, motion practice, and oral argument in complex discovery motions involving multiple defendants.

General litigation experience, including working with public entity and individual clients in all phases of discovery, mediation, settlement and trial.

PROFESSIONAL EXPERIENCE

Baron & Budd, P.C.

*Associate*, Environmental Litigation Group, 2017-present

Green, Bryant & French, LLP

*Associate*, Plaintiffs Personal Injury Litigation, 2012-2017

Lincoln, Gustafson & Cercos

*Associate*, Insurance Defense Litigation, 2007-2012

EDUCATION

California Western School of Law (J.D. 2007, Cum Laude)

California Polytechnic State University San Luis Obispo (B.S. 2002)

BAR & COURT ADMISSIONS

State of California

Northern District of California

Southern District of California

Eastern District of California

District of Oregon (admitted *Pro Hac Vice*)

Western District of Washington (admitted *Pro Hac Vice*)

Eastern District of Washington (admitted *Pro Hac Vice*)



## **JOHN H. GOMEZ**

Mr. Gomez founded Gomez Trial Attorneys in 2005. He acts today as President and Lead Trial Attorney. Mr. Gomez graduated from the Nation's top ranked law school, Yale University, in 1993. He clerked for the Hon. Marilyn Huff of the United States District Court, Southern District. He worked for the international law firm of Latham & Watkins and served the United States as an Assistant United States Attorney.

Mr. Gomez established himself as one of California's most recognized and accomplished trial lawyers. Lawyers USA named him the national Lawyer of the Year in 2010. He has twice been named San Diego's Trial Lawyer of the Year. The Consumer Attorneys of San Diego have awarded him an unprecedented nine separate Outstanding Trial Lawyer Awards. He has been named a Top 100 California Attorney overall by the Los Angeles Daily Journal, a Top 10 San Diego attorney overall by San Diego Metropolitan Magazine, and was voted by peers as a top 10 San Diego Super Lawyer in 2012, 2013 and 2014. He was featured as the subject of the cover story in that 2012 publication.

He was voted by peers as the top attorney in San Diego for 2015 overall in polling conducted by Super Lawyers rating service. Best Lawyers in America named him the San Diego 2011 and 2012 Plaintiffs Products Liability Attorney of the Year and the 2015 Class Action and Mass Tort Attorney of the Year. Avvo rates him a 10.0 out of 10.0 and he has been voted by his peers as a top ten San Diego litigator in three separate fields: Personal Injury, Insurance and Corporate Litigation. Since 2000, he has recovered over \$300 million in settlements and verdicts for his clients with more than 75 separate recoveries of one million dollars or more. Perhaps most notably, Mr. Gomez has obtained 4 separate jury verdicts of one million dollars or more in which the defendant offered absolutely nothing to settle prior to trial. Mr. Gomez also serves in leadership roles relating to numerous coordinated litigations involving defective drugs and medical devices. Mr. Gomez is a proud member of the American Board of Trial Advocates.

Mr. Gomez is also a member of the Summit Council, a national group of our country's finest trial lawyers for plaintiffs. Members are nationally recognized by their peers as top civil justice advocates. All members have obtained at least one ten million dollar jury verdict and at least three jury verdicts in excess of one million dollars as lead counsel in jury trials, have served as the President or Chair of a state or national civil justice association, or have served as Chair of a plaintiff's steering committee for a major mass tort or class action litigation. Membership is limited to less than thirty lawyers nationally and is by invitation only. Summit Council members work collaboratively to ensure the very highest level of representation to each of their clients. Mr. Gomez's clients benefit from access to this highly exclusive and talented group.



**Professional Awards & Recognitions:** Consumer Attorneys of San Diego “Trial Lawyer of the Year” 2006 and 2010; Consumer Attorneys of San Diego “Outstanding Trial Lawyer” (12 time recipient); *Super Lawyer* 2008-2019 (Top 10 San Diego Super Lawyer 2012-14; 2018); *Best Lawyers In America* 2007-2013; *Best Lawyers in America* San Diego Plaintiffs Products Liability Attorney of the Year, 2011-2012 *Best Lawyers in America* 2015 Class Action and Mass Tort Attorney of the Year; *San Diego Daily Transcript* “Top 10” San Diego Attorney (Peer Review Polling) 2005-2015; *Lawyers USA* National “Lawyer of the Year”; American Board of Trial Advocates, Associate; Summit Council, Member (invitation only to less than thirty lawyers nationally); San Diego County Bar Association “Community Service Award” Recipient, 2012; Martindale Hubbell AV-rated.

**Professional Service:** *Consumer Attorneys of California*, 2013 Executive Board; *Consumer Attorneys of San Diego*, 2012 President; *Chicano Federation*, Board Member; *La Cuna*, (nonprofit dedicated to placing Latino foster children), former Board Chair; *San Diego County Bar Association*, former Board Member; *San Diego Volunteer Lawyers Program*, former Board Member; and *National Institute of Trial Advocacy*, Faculty Member



## **DEBORAH S. DIXON**

Deborah Dixon is Of Counsel at Gomez Trial Attorneys. She manages the class action practice, focusing on products liability and consumer claims. She also litigates complex, multi-party claims, including wage and gender discrimination claims. She remains active in trials, as well as complex litigation, including co-trying two multi-week class action jury trials.

Prior to joining Gomez Trial Attorneys, Ms. Dixon had significant litigation with complex matters as a partner with Wingert Grebing Brubaker & Juskie, where she also had clerked during law school and litigated cases for 8 years. During her tenure with Wingert Grebing Ms. Dixon litigated hundreds of complex cases and completed several trials and arbitrations.

Ms. Dixon is recognized as a Super Lawyer by *Super Lawyers* magazine from 2017 through 2019 and was previously recognized as a *Super Lawyers* “Rising Star” from 2014 through 2016. Deborah was named by San Diego Metro Magazine as one of the best and brightest in San Diego in its “40 Under 40” designation; as “Best of the Bar” by The San Diego Business Journal from 2014- 2016 and recognized by the San Diego Daily Transcript as a Top Attorney and the 2012 Top Young Attorney, as well as a 2012 Woman of Influence. Recently she was also selected “Top 40 under 40” by The National Trial Lawyers.

Ms. Dixon is a past-president of Lawyers Club of San Diego (2015-2016), the largest professional bar association in San Diego. Prior to serving as president, Ms. Dixon served as a Director on Lawyers Club’s Board of Directors for three years. She then served Lawyers Club as the co-chair of its non-profit, Fund for Justice from 2016-2018 and remains on Lawyers Club’s Advisory Board. In 2016, Ms. Dixon was selected for a three-year term to serve as a Lawyer Representative to the United States District Court, Southern District, acting as a liaison between the federal bar and bench and coordinating seminars for the judiciary and participating in the Ninth Circuit Judicial Conference.

Ms. Dixon graduated from California Western School of Law in 2007, and has remained active, serving as a past-president of the Alumni Association Board of Directors; an adjunct professor of the Distinguished Advocates Trial Skills Class and Alternative Dispute Resolution and as a coach for the mock trial teams



## Relevant Case Experience

- Class Counsel, *Marcy Krinsk, et al. v. Monster Beverage Corporation, et al.*, San Diego Superior Court Case No. 37-2014-00020192-CU-BT-CTL before Hon. Joel R. Wohlfeil
- Class trial counsel completing over three-week class action jury trial *Allen v. Hyland's, Inc.*, United States District Court, Central District, Western Division Case No. 12-cv-1150-DMG-MAN before Hon. Dolly M. Gee;
- Class trial counsel completing a multi-week class action jury trial, *Union Square at Broadway Homeowners Association v. Western Pacific Housing-Broadway, et al.*, San Diego Superior Court Case No. 37-2011-0091935-CU-CD-CTL before Hon. Ronald L. Styn;
- Class Counsel, *In re Sony Vaio Computer Notebook Trackpad Litigation*, United States District Court, Southern District of California, Case No. 09-cv-02109-BAS-MDD, Hon. Cynthia A. Bashant;
- Class Counsel, *Allen v. Similasan Corporation, et al.* United States District Court, Southern District of California Case No. 3:12-cv-00376-BAS-JLB, Hon. Cynthia A. Bashant;
- Lead Counsel in *Saylor v. Toyota, et al.*, Los Angeles Superior Court Case No. CCP 4621, Hon. Amy D. Hogue;
- Lead Trial Counsel in *In re: DePuy ASR Hip System Cases*, Los Angeles Superior Court JCCP Proceeding No. 4649, Hon. Mary E. Wiss;
- Lead Trial Counsel in *In re Cold Therapy Cases*, San Diego Superior Court Case No. JCCP 4680, Hon. Joel M. Pressman;
- Plaintiffs Steering Committee *In re: Invokana (Canagliflozin) Products Liability Litigation*, MDL No. 2750, United States District Court, District of New Jersey, Hon. Brian R. Martinotti;
- Plaintiffs Executive Committee *In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation*, MDL No. 2428, United States District Court, District of Massachusetts, Hon. Douglas P. Woodlock, J.;
- Plaintiffs Executive Committee and Coordinating Firm *In re JCCP 4771, Zolofit Birth Defect Cases*, Orange County Superior Court JCCP No. 4771, Hon. Kim G. Dunning;
- Plaintiffs Executive Committee and Coordinating Firm *In re JCCP 4786, Paxil Birth Defect Cases II*, Los Angeles Superior Court JCCP No. 4786, Hon. Amy D. Hogue;



- Lead Counsel for 111 Consolidated Cases *In re Chariot Wildfire Litigation*, United States District Court, Southern District of California, Case No. 14-cv-01437-AJB-KSC, before Hon. Anthony J. Battaglia;
- Leadership *In re Biomet M2A Magnum Hip Implant Products Liability Litigation*, United States District Court Northern District of Indiana, South Bend Division, MDL 2391 before Hon. Robert L. Miller; and
- Leadership *Fitbit JCCP 4880*, San Diego Superior Court before Hon. Eddie C. Sturgeon
- Lead Trial Counsel, *Emanuel Richard Giglio v. Monsanto Company*, United States District Court, Northern District of California, Case No. 3:16-cv-05658-VC before Hon. Vince Chhabria
- Lead Trial Counsel, *Burrell Lamb, et al. v. Monsanto Company*, Circuit Court of the County of St. Louis, State of Missouri, Case No. 18SL-CC03681 before Hon. Michael T. Jamison



# **EXHIBIT 3**

*Trujillo, et al. v. Ametek, Inc., et al., No. 3:15-cv-01394-GPC-AGS*

**CLAIM FORM**

This Claim Form may be submitted online at \_\_\_\_\_ or completed and mailed to the address below. Submit your completed Claim Form online or mail it so it is postmarked no later than \_\_\_\_.

**I. CLAIMANT INFORMATION**

The Settlement Administrator will use this information for communications. If this information changes before settlement benefits have been received, contact the Settlement Administrator at the address below.

First Name	M.I.	Last Name	
Mailing			
Address, Line 1: Street Address/P.O. Box			
Mailing			
Address, Line 2:			
City:			
			State:
			Zip Code:
Preferred Telephone Number			
Email address			

**II. CLASS INFORMATION:** By submitting this Claim Form, I declare that I believe I am a Class Member and that the following statements are true (check all that apply):

- I attended Magnolia Elementary School, located at \_\_\_\_, as a **STUDENT** for one or more school years between January 1, 1963 and \_\_\_\_ 2020. My approximate dates of attendance at Magnolia Elementary School were between \_\_\_\_\_ and \_\_\_\_\_.
- I worked as **STAFF** at Magnolia Elementary School, located at \_\_\_\_, for one or more school years between January 1, 1963 and \_\_\_\_ 2020. My approximate dates of employment at Magnolia Elementary School were between \_\_\_\_\_ and \_\_\_\_\_.

I further declare that I have not received compensation in any form from Ametek, Inc. or Senior Operations LLC, or any of their subsidiaries, divisions, affiliates, stockholders, officers, directors, employees, attorneys, insurers, agents or any of their legal representatives, as a result of alleged exposure to contaminants emanating from the former Ametek Facility located at 790 Greenfield Avenue, El Cajon, California 92021.

**III. ATTESTATION & SIGNATURE:** I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing information that I provided in this Claim Form is true and correct to the best of my knowledge.

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

Submit this Claim Form online or mail it to the address below postmarked no later than \_\_\_\_\_.

*Trujillo, et al. v. Ametek, Inc., et al.,*

QUESTIONS? CALL \_\_\_\_\_ TOLL-FREE OR VISIT [WWW.\\_\\_\\_\\_\\_](#)

Settlement Administrator

P.O. Box \_\_\_\_\_  
City, ST \_\_\_\_\_ - \_\_\_\_\_

QUESTIONS? CALL \_\_\_\_\_ TOLL-FREE OR VISIT [WWW. \\_\\_\\_\\_\\_](#)

**EXHIBIT 4**



Proposal for evaluation for class exposed to TCE.

The medical consultation provided by Med Fit will include a focused history, laboratory studies (blood and urine), and physical exam by a physician to evaluate for diseases that could be caused by TCE exposure. If determined necessary, on an individual basis, a CT scan of kidney, ultrasound of liver, or MRI of liver may be performed. A follow up visit with a physician would be provided following an imaging study. The organ systems of concern are the cardiovascular system, central nervous system, peripheral nervous system, integumentary system, reproductive system, as well as hepatic and renal tissues. Abnormal findings may require further evaluation and treatment, which would be referred to the individual's primary care provider, or a San Diego Community Health Center as appropriate. If a finding is determined to require immediate (urgent or emergency) treatment, a direct referral to an emergency room, urgent care center, or appropriate specialist will be made. Any expenses related to referrals made are the responsibility of the individual or guardian. This includes all abnormal findings that happen to be discovered during the exam, not just ones of the organ systems of concern. Although the examination is screening for disease from TCE exposure, any identified abnormality would require further evaluation to determine if it is *caused* by TCE exposure. Causation analysis is beyond the scope of this evaluation. This evaluation is a limited screening that does not provide a guarantee of health or absence of occult disease.

The medical consultation would be scheduled with Med Fit located at 10425 Tierrasanta Blvd Ste 108, San Diego, CA 92124, phone (858) 848-9052. Labs will be done at Quest Diagnostic Labs prior to the medical appointment, and would be ordered at the time of scheduling with Med Fit. Any follow up imaging that is deemed necessary will be done at San Diego Imaging. Fee schedule is as follows:

Physician examination with review of laboratory studies	\$600
CT or MRI	\$600
Ultrasound	\$250
Follow up visit with physician	\$100

Age appropriate examinations will be provided by a board certified physician knowledgeable about TCE and associated health risks from environmental exposure. Information provided regarding specific exposure levels and risks will be made available to the patients at the time of the examination with education regarding the examination findings. Examining physicians at this time are:

Jerald Cook, MD, MS, FACOEM  
 California Physician and Surgeon, A110724  
 Board Certified in Occupational Medicine, ABPM  
 Board Certified in Public Health and General Preventive Medicine, ABPM

Danielle Barnes, MD  
 Licensed California Physician and Surgeon, A125243  
 Board Certified in General Pediatrics, ABP  
 Board Certified in Pediatric Gastroenterology, ABP