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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

Currently before the Court is Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden Porter; Lacey Morales, as Guardian Ad Litem for Isabel Morales; and Beverly Hoy’s (“Plaintiffs”) unopposed motion for preliminary approval of class settlement and provisional settlement class certification under Rule 23 of the Federal Rules of Civil Procedure. Given the Court’s familiarity with this settlement,¹ the Court finds the matter

¹ Following a referral from Hon. Gonzalo P. Curiel, the undersigned held a settlement conference on September 20, 2019 that resulted in a global settlement of four related actions (15cv1394; 15cv1525; 17cv597; 19cv1361). The parties consented to the undersigned retaining jurisdiction to approve class settlements and to resolve disputes related to those settlements. The undersigned is familiar with the factual background of these cases and the terms of the settlement.

1 suitable for disposition without oral argument and **VACATES** the hearing currently set
2 for June 8, 2020. This Court has reviewed the motion, including the Settlement
3 Agreement and Release (“Settlement Agreement”). Based on that review and the
4 findings below, the Court finds good cause to grant the motion.²

5 **FINDINGS:**

6 1. The Settlement Agreement appears to be the product of serious, informed,
7 non-collusive negotiations and falls within the range of possible approval as fair,
8 reasonable and adequate. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,
9 1079 (N.D. Cal. 2007) (granting preliminary approval where the settlement “appears to
10 be the product of serious, informed, non-collusive negotiations, has no obvious
11 deficiencies, does not improperly grant preferential treatment to class representatives or
12 segments of the class, and falls within the range of possible approval”). This settlement
13 was the result of three separate settlement conferences, two held by Magistrate Judge
14 Andrew Schopler in January and March 2019 and one held by the undersigned in
15 September 2019. Each party was represented at those conferences by sophisticated and
16 zealous counsel, and the final settlement agreement reflects hard-won concessions by all
17 sides.

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

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28 ² Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 **IT IS ORDERED THAT:**

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

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

7 3. **Claim for Settlement Benefits.** Class Members who want to receive
8 settlement benefits under the Settlement Agreement must accurately complete and deliver
9 the Claim Form to the Claims Administrator consistent with Sections 28, 29.2, and 29.2.1
10 of the Settlement Agreement, and in no event later than two years after entry Final
11 Approval in this matter by the Court, as set forth in Section 23 of the Settlement
12 Agreement.

13 4. **Objection to Settlement.** Class Members who have not submitted a timely
14 written exclusion request pursuant to paragraph 6 below and who want to object to the
15 Settlement Agreement must deliver a written objection to the Claims Administrator no
16 later than thirty (30) calendar days before the Final Approval Hearing. The delivery date
17 is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the
18 postmark. The objection must include: (a) the name and case number of the Action
19 “*Trujillo v. Ametek, Inc.*, Case No. 15-cv-01394”; (b) the full name, address, and
20 telephone number of the person objecting (email address is optional); (c) the name,
21 address, and telephone number of any counsel representing the person objecting (email
22 address is optional); (d) the words “Notice of Objection” or “Formal Objection”; (e) facts
23 showing that the person objecting is a class member; and (f) in clear and concise terms,
24 the objection and legal and factual arguments supporting the objection. The written
25 objection must be signed and dated, and must include the following language
26 immediately above the signature and date: “I declare under penalty of perjury under the
27 laws of the United States of America that the foregoing statements regarding class
28 membership are true and correct to the best of my knowledge.” Any Class Member who

1 submits a written objection, as described in this paragraph, may appear at the Fairness
2 Hearing, either in person or through personal counsel hired at the Class Member's
3 expense, to object to the Settlement Agreement. Class Members or their attorneys
4 intending to make an appearance at the Fairness Hearing, however, must include on the
5 timely and valid written objection a statement substantially similar to "Notice of Intention
6 to Appear." If the objecting Class Member intends to appear at the Fairness Hearing
7 through counsel, he or she must also identify the attorney(s) representing the objector
8 who will appear at the Fairness Hearing and include the attorney(s) name, address, phone
9 number, e-mail address, and the state bar(s) to which counsel is admitted. If the objecting
10 Class Member intends to request the Court to allow the Class Member to call witnesses at
11 the Fairness Hearing, such request must be made in the Class Member's written
12 objection, which must also contain a list of any such witnesses and a summary of each
13 witness's expected testimony. Only Class Members who submit timely written
14 objections including Notices of Intention to Appear may speak at the Fairness Hearing. If
15 a Class Member makes an objection through an attorney, the Class Member will be
16 responsible for his or her personal attorney's fees and costs. The objection will not be
17 valid if it only objects to the lawsuit's appropriateness or merits.

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

23 **6. Requesting Exclusion.** Class Members who want to be excluded from the
24 settlement must send a letter or postcard to the Claims Administrator stating: (a) the name
25 and case number of the Action "*Trujillo v. Ametek, Inc.*, Case No. 15-cv-01394"; (b)
26 certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has
27 been legally authorized to exclude the Class Member from the Settlement and provide an
28 affidavit or other proof of the Class Member's standing; (c) provide the filer's name,

1 address, telephone and facsimile number and email address (if available); (d) provide the
2 Class Member's name, address, telephone number, and e-mail address (if available), and
3 (c) a statement that the person does not wish to participate in the Settlement, postmarked
4 no later than thirty (30) calendar days before the Final Approval Hearing.

5 **7. Provisional Certification for Settlement Purposes.** For purposes of
6 settlement the Class is provisionally certified as: "Every person who: 1) attended
7 Magnolia Elementary School as a student for one or more school years between January
8 1, 1963, and April 13, 2020; and/or 2) worked as staff at Magnolia Elementary School for
9 one or more school years between January 1, 1963, and April 13, 2020." Excluded from
10 the Class is any individual who has independently settled or resolved any claims related
11 to exposure to contaminants emanating from the Former Ametek Facility with any
12 Defendant in the Trujillo Action, and specifically including any person who has settled or
13 resolved claims directly with Ametek, Inc., Senior Operations LLC, or any of
14 Defendants' present, former and future parents, subsidiaries, divisions, affiliates,
15 stockholders, benefit plans, officers, directors, employees, joint ventures, members,
16 domestic and foreign corporations, attorneys, insurers, agents and any of their legal
17 representatives, and the predecessors, heirs, executors, administrators, successors and
18 assigns of the same.

19 **8. Conditional Appointment of Class Representative and Class Counsel.**
20 For purposes of settlement, Plaintiffs Danielle Trujillo, as Guardian Ad Litem for Kaden
21 Porter; Lacey Morales, as Guardian Ad Litem for Isabel Morales; and Beverly Hoy are
22 conditionally certified as the Class Representatives to implement the Parties' settlement
23 in accordance with the Settlement Agreement. For purposes of settlement, the law firms
24 of Baron and Budd and Gomez Trial Attorneys are conditionally appointed as Class
25 Counsel for settlement purposes. Plaintiff and Class Counsel must fairly and adequately
26 protect the Class's interests.

27 **9. Termination.** If the Settlement Agreement terminates for any reason, the
28 following will occur: (a) Class Certification for settlement purposes will be automatically

1 vacated; (b) Plaintiffs will revert to their prior status as non-settlement Class
 2 representatives; (c) Plaintiffs' counsel will stop functioning as settlement Class Counsel,
 3 but will revert to their prior status as non-settlement Class counsel; and (d) this action
 4 will revert to its previous status in all respects as it existed on September 23, 2019. This
 5 Order will not waive or otherwise impact the Parties' rights or arguments regarding class
 6 certification or any trial of any claims.

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

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

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

14 **13. Fairness Hearing.** On **August 24, 2020, at 11:30 a.m.**, this Court will hold
 15 a Fairness Hearing to determine whether the Settlement Agreement should be finally
 16 approved as fair, reasonable, and adequate. Based on the date of this Order and the date
 17 of the Fairness Hearing, the following are the dates associated with this Settlement:

Event	Timing	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	

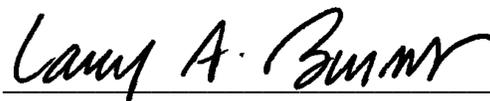
Event	Timing	Date
Last Day to Postmark or Submit Objection or Request for Exclusion Online	30 days before Final Approval Hearing	
Parties to File Motion for Final Approval	30 days before Final Approval Hearing	
Parties to Respond to Objectors	14 days before Final Approval Hearing	
Final Approval Hearing		August 24, 2020, subject to Court availability
Last Day for Claimants to Participate in Settlement	2 years after the date of the Final Approval Order	

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

* * *

IT IS SO ORDERED.

Dated: April 13, 2020



Hon. Larry Alan Burns
Chief United States District Judge