

1 Richard K. Bridgford, Esq., SBN: 119554  
2 Michael H. Artinian, Esq., SBN: 203443  
3 **BRIDGFORD, GLEASON & ARTINIAN**  
4 26 Corporate Plaza, Suite 250  
5 Newport Beach, CA 92660  
6 Telephone: (949) 831-6611; Facsimile: (949) 831-6622

7 Richard L. Kellner, Esq., SBN: 171416  
8 **KABATECK LLP**  
9 633 West Fifth Street, Suite 3200  
10 Los Angeles, CA 90017  
11 Telephone: (213) 217-5000; Facsimile: (213) 217-5010

12 John Patrick McNicholas, IV, Esq., SBN: 125868  
13 **McNICHOLAS & McNICHOLAS, LLP**  
14 10866 Wilshire Blvd., Suite 1400  
15 Los Angeles, CA 90024  
16 Telephone: (310) 474-1582; Facsimile: (310) 475-7871

17 Attorneys for Plaintiffs KIRAN SHAH and HEMANGINI PATEL  
18 and JOSEPH and PATRICIA MICHEL,  
19 on behalf of themselves and all others similarly situated

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **COUNTY OF ORANGE**

22 KIRAN SHAH and HEMANGINI PATEL;  
23 ANTHONY GODFREY and NAOMI  
24 GODFREY; VICTOR GUDZUNAS and  
25 JULIE GUDZUNAS; EYNALD DUARTE  
26 and MADELEINE DUARTE, on behalf of  
27 themselves and all others similarly situated,

28 Plaintiffs,

vs.

PULTE HOME CORPORATION, a  
Corporation; MUELLER INDUSTRIES,  
INC., a Corporation, and DOES 1-100,

Defendants.

AND RELATED CROSS-CLAIMS.

CASE NO. 30-2014-00731604-CU-CD-CXC  
Assigned for all purposes to:  
Judge Peter Wilson  
Dept. CX-101

**DECLARATION OF RICHARD L.  
KELLNER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Hearing Date: March 2, 2023**  
**Time: 2:00 p.m.**  
**Dept.: CX-101**

Complaint Filed: 06/30/2014



1 handling class actions.

2 7. We are honored to have prosecuted this class action with other excellent attorneys  
3 from Bridgford Gleason & Artinian and McNicholas & McNicholas LLP. Both of these firms have a  
4 reputation of being amongst the elite plaintiff attorneys in California.

5 8. I respectfully submit this declaration in support of Plaintiffs' motion for preliminary  
6 approval of class action settlement. A true and correct copy of the executed settlement agreement is  
7 attached hereto as **Exhibit A**.

8 9. The key terms of the proposed settlement are as follows:

9 a. The Settlement Fund is \$1,457,250.00, which for purposes of the settlement will  
10 be apportioned as follows: (1) \$1,155,483.00 to the 112 eligible Non-Arbitration  
11 Owner Subclass members on a *pro rata* basis; and (2) \$301,767.00 to the 39  
12 eligible Arbitration Owner Subclass Members (*i.e.*, putative class members whose  
13 claims will be subject to arbitration).

14 b. The *pro rata* gross settlement for each of the potential **112 members of the Non-**  
15 **Arbitration Owner Subclass is \$10,316.81**

16 c. The *pro rata* gross settlement for each of the potential **39 members of the**  
17 **Arbitration Owner Subclass is \$7,737.61.**

18 i. The proposed settlement for putative class members whose claims are  
19 subject to arbitration were negotiated at a 25% discount for the following  
20 reasons: (i) their claims will not benefit from the favorable rulings obtained  
21 in the Superior Court actions; (ii) the arbitration forum does not provide the  
22 same procedural and review protections as Superior Court; and (iii) the  
23 arbitrations can only be individually prosecuted, are costlier and will not  
24 necessarily have the same economies of scale as the class actions

25 10. The gross *pro rata* recovery for the Class represents a significant percentage of the  
26 damages that will likely be sought at trial:

27 a. The *pro rata* gross settlement amount for Non-Arbitration Owner Subclass  
28 members constitutes approximately 55.31% of the average costs for future

1 replacements of the copper pipe systems with PEX (approximately \$18,649.66 per  
2 home) based upon a bid provided by AMA Repiping – the contractor who  
3 provided the replacement of PEX piping in two other class actions settlements.

4 i. The gross settlement for Arbitration Owner Subclass members has been  
5 discounted by 25% (on a *pro rata* basis) relative to the Non-Arbitration  
6 Owner Subclass, for the distinguishing reasons set forth below.

7 b. As further demonstrated below, the *pro rata* gross recovery is greater than 55.31%  
8 of the damages that might be obtained at trial because the Defendant will argue  
9 that – for homes that have already effectuated PEX pipe replacements (at a lower  
10 cost than the present \$18,649.66 per home bid) – the damages should be based on  
11 the lower replacement costs that were actually incurred by those class members.

12 11. This is a “claims paid” settlement.

13 12. As will be explained in more detail below, based on my years of experience and the  
14 plaintiff attorneys’ independent investigation and evaluation, Plaintiffs and Plaintiffs’ counsel are of  
15 the opinion that the proposed settlement is fair, reasonable and adequate, and is in the best interest of  
16 the settlement class.

17 **FACTUAL AND PROCEDURAL BACKGROUND OF THIS CASE**

18 13. The original plaintiffs filed this action on June 30, 2014 on behalf on themselves and  
19 other similarly situated individuals who own homes in the class area (Yorba Linda) that (i) were  
20 constructed by Defendant, (ii) contained copper pipes installed by the Defendant, and (iii) had  
21 purchase agreements signed by Defendant on or after January 1, 2003. The operative complaint  
22 alleges a cause of action against Defendant for violations of standards of residential construction  
23 (Civ. Code § 895 *et seq.*, including § 896(a)(14) and (15)).

24 14. This case was related to a number of the other similar pinhole leak cases early in this  
25 action. Ultimately, a total of 15 Orange County Pipe Cases were deemed related before the same  
26 judge in the Orange County Superior Court – of which 10 cases have now been settled.

27 15. As this Court is well-aware, the Orange County Copper Pipe litigation cases have been  
28 heavily litigated over the past 9 years. Even though all these cases were related (and not

1 coordinated), the putative class members for *all* of the cases obtained a common benefit from efforts  
2 in the other related cases because: (a) all of the class actions have been litigated before the same  
3 assigned judge; and (b) the factual and legal issues were largely identical in all of the 15 Orange  
4 County Pipe cases.

5 16. The first area of major common litigation involved the developer defendants' attacks  
6 on the complaint and their assertion that individual issues prevented class treatment. The trial judge  
7 (Judge Steven L. Perk) issued rulings that dismissed the class allegations. Those orders were  
8 appealed in two cases – *Brasch v. K. Hovnanian, et al.* (Case No. 30-2013-00649417) and *Chiang v.*  
9 *D.R. Horton, et al.* (Case No. 30-2013-00649435) – and the Court of Appeal ultimately reversed  
10 Judge Perk's ruling that had dismissed the class allegations.

11 17. The second area of major common litigation involved the defendant developers'  
12 contention that SB 800 did not permit litigation of class claims.

- 13 a. At first, Judge Thierry Patrick Colaw (who replaced Judge Perk in these related  
14 cases), denied numerous motions to dismiss by the developer defendants based  
15 upon their claim that the language of SB 800 prohibited class actions.
- 16 b. Writs were filed by the developer defendants on these Orders – which were all  
17 ultimately denied by the Court of Appeal.
- 18 c. Thereafter, similar motions to dismiss were filed by the developer defendants  
19 (some of whom claimed that there was a change in law) and those motions were  
20 denied by Judge Sanders (who had replaced Judge Colaw in these related cases).
- 21 d. Writs again were filed (on Judge Sanders' Orders) and – this time – the Court of  
22 Appeal issued an Order to Show Cause re dismissal based upon the subsequent  
23 ruling in the case entitled *Kohler Co. v. Superior Court* (2018) 29 Cal.App.5th 55.
- 24 e. The matter was remanded to Judge Sanders, who conducted extensive hearings  
25 and briefings on the issue. Judge Sanders issued Orders on February 7, 2019  
26 dismissing the class allegations based upon perceived constraints of *Kohler* and the  
27 Court of Appeal's Order to Show Cause.
- 28 f. Plaintiffs then appealed that Order. Following full briefing and argument before

1 the Court of Appeal on two of the related cases, the Court of Appeal reversed  
2 Judge Sanders' Order (largely consistent with Judge Sanders' prior orders denying  
3 the attempts to dismiss the class allegations), and ruled that class actions are  
4 permitted under SB 800 based on the allegations in the related cases.

5 18. The third major area of litigation involved motions relating to expert testimony.  
6 Plaintiffs' cases in each of the related class actions were largely predicated upon the same underlying  
7 expert opinion – *i.e.*, that the combination of the common water in this area supplied by the Water  
8 District and the copper pipes resulted in a common chemical reaction that resulted in corrosion that  
9 lessens the useful life of the pipes. As a result, tremendous discovery and motion practice revolved  
10 around this expert testimony. Multiple defendants filed motions to strike Plaintiffs' expert's opinions  
11 based upon *Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal.4th 747 and  
12 its progeny. Ultimately, plaintiffs' counsel prevailed in such motions before BOTH Judge Colaw and  
13 Judge Sanders.

14 19. The fourth major area of litigation involved substantive determination of motions for  
15 class certification. Again, there was extensive discovery and motion practice involving class  
16 certification – which was largely identical in each of the related Orange County Copper Pipe actions.  
17 Following extensive rounds of briefing on multiple cases – as well as multiple hearings – Judge  
18 Colaw first granted class certification in the lead related class action (*Del Rivero v. Centex*).  
19 Thereafter, this Court (Sanders, J.) granted class certification in this action and eight additional  
20 related class actions.

21 20. While a class certification motion has not been filed or considered by the Court with  
22 respect to this action, Plaintiffs anticipate that their motion for class certification would be  
23 substantively identical to the other class certification motions that have been repeatedly granted by  
24 Judge Colaw and Judge Sanders.

25 21. This is based upon Class Counsel's review of the law, the substantial discovery that  
26 has been conducted in this action, and consultations with their primary expert witness.

27 **A. Settlement Discussions**

28 22. In late 2022, the Parties engaged in arms-length negotiations before Hon. Stephen

1 Sundvold (ret.) from JAMS ADR.

2 23. The negotiations – albeit separate – were conducted at the same time for the two other  
3 related Centex/Pulte class actions – *Del Rivero, et al. v. Centex Homes of California LLC, et al.*,  
4 Orange County Superior Court Case No. 30-2013-00649338; and *Smith v. Pulte Home Corporation*,  
5 Orange County Superior Court Case No. 30-2015-0080812.

6 24. As a result of this mediation, the parties were able to reach agreement on settlement..

7 25. Through due diligence, Plaintiffs and Class Counsel were able to verify the identity of  
8 the homes constructed by Defendant in Yorba Linda (*i.e.*, covered by the class definition in the  
9 complaint) that are not time barred (*i.e.*, the subject home was substantially completed within 10  
10 years of the filing of the complaint – or June 30, 2004).

11 **B. The Putative Class Members Whose Claims Are Subject To Arbitration.**

12 26. Throughout this litigation, and continuing through settlement discussions, the  
13 defendant-developers have taken the position that the claims that are subject to arbitration are distinct  
14 in many material respects.

15 27. First, in post-certification motions to compel arbitration in related actions, the  
16 defendants have universally succeeded in compelling class members **whose homes were originally**  
17 **purchased from the defendant developer** to arbitration based upon contractual privity and  
18 mandatory arbitration provisions in their purchase agreements. Plaintiffs and Class Counsel have  
19 reviewed the form arbitration provisions in the purchase agreements with the developer in the subject  
20 communities and there are no facts that could distinguish this matter from the Court's ruling  
21 compelling arbitration in the related matters.

22 28. Second, there has been a tremendous amount of attrition in the list of post-certification  
23 homes subject to arbitration in that: (a) upon certification, the Court has issued Orders to Show Cause  
24 compelling original owners to file for arbitration; (b) approximately 50% of the affected homes have  
25 failed to file for private arbitration by the deadline set by the Court; and (c) as a result, it must be  
26 anticipated that a significant percentage of the arbitration-related homes will not proceed to  
27 adjudication if this action is not globally settled.

28 29. This was a necessary distinction/factor to consider during settlement discussions.

1           30.     Third, for the cases that do proceed to arbitration, those homeowners: (1) will not  
2 necessarily be able to take advantage of all of the favorable rulings that the class members obtained in  
3 the Orange County Superior Court actions; (2) will not have the same protections of appellate review  
4 from an adverse ruling made by an Arbitrator; and (3) will incur individual expenses in arbitration  
5 that would otherwise be distributed amongst members of the class.

6           31.     Indeed, the economies of scale for an efficient litigation are much more difficult to  
7 achieve in individual arbitrations, in comparison with a certified class action.

8           32.     As a result, the negotiated *pro rata* gross recovery for the Arbitration Owner Subclass  
9 constitutes 75% of the Non-Arbitration Owner Subclass amount.

10           **C. Determination of Putative Class Members Who Would Be Subject To Arbitration**  
11           **And Those Who Would Not Be Subject To Arbitration.**

12           33.     Through due diligence, the parties were able to determine the homes constructed by  
13 Defendant in Yorba Linda that are not time barred (*i.e.*, within the 10-year statute of limitations  
14 and/or repose), as well as those that are not subject to a complete release that covers the class claims.

15           34.     From that list, the parties were able to determine the putative class members whose  
16 claims would be subject to arbitration. That process was relatively simple because all subsequent  
17 purchasers of the homes (*i.e.*, someone who did not directly purchase the home from Defendant) was  
18 not subject to arbitration because there is no privity of contract that binds them to the purchase  
19 agreement arbitration clause. Consequently, for purposes of the proposed Settlement, there were two  
20 Subclass Lists created:

- 21           a.     The list of 39 homes where the original purchaser still owned the home covered by  
22                 the original class definition. (**Exhibit A** to the Settlement Agreement).
- 23           b.     The list of 112 homes where there are subsequent purchasers in the chain of title to  
24                 the homes covered by the original class definition. (**Exhibit B** to the Settlement  
25                 Agreement).
- 26  
27  
28

1           **D. The Terms of the Proposed Settlement.**

2           35.     The terms of the negotiated class settlement are reflected in the attached Settlement  
3 Agreement, which Plaintiffs and their counsel contend are fair and reasonable under the  
4 circumstances.

5           36.     The proposed settlement provides for the establishment of a \$1,457,250.00, which  
6 under the terms of the settlement equates on a gross *pro rata* basis to:

- 7                   a.   \$10,316.81 for each eligible Non-Arbitration Owner Subclass (*i.e.*, those cases that  
8                   would be litigated in Superior Court), which equates to approximately 55.31% of  
9                   the gross damages that would be sought at trial.
- 10                  b.   \$7,737.61 for each eligible Arbitration Owner Subclass (*i.e.*, those cases that  
11                  would be litigated in arbitration), which equates to approximately 41.48% of the  
12                  gross damages that would be sought at the arbitration.

13           37.     Prior to engaging in settlement negotiations, Class Counsel engaged in substantial  
14 “due diligence” to determine the actual damages that will be sought at trial by:

- 15                   a.   obtaining a bid from AMA Repiping – the company that engaged in the actual  
16                   repiping of homes in classes that were settled in these related actions – for the  
17                   prospective costs for replacing the copper pipe systems. The per home “bid” for  
18                   such PEX repiping for these homes averaged \$18,649.66 and was based upon the  
19                   size of the homes.
- 20                   b.   reviewing the responses to Questionnaire surveys from homeowners in the related  
21                   class actions regarding the actual costs already incurred by many in replacing the  
22                   class home copper pipe systems with PEX.
- 23                   c.   obtaining an excel spreadsheet from the applicable government entity for the  
24                   homes in nearby Ladera Ranch that contains: (a) the plumbing permit history for  
25                   each home in Ladera Ranch by address; and (b) the details of the plumbing work  
26                   that was being permitted. This provided a good comparator because the homes in  
27                   Yorba Linda were supplied with a similar chemical water content as those in  
28                   Ladera Ranch.

1           38.     Accordingly, Class Counsel then reasoned that a significant portion (about 50%) of the  
2 homes in the class probably replaced their copper pipe systems with PEX already – at a lower price  
3 than the AMA Repiping bid of \$18,649.66.

4           39.     This makes sense given the extensive history of pinhole leaks attributable to the  
5 combination of copper pipes and the water supplied to this geographic area.

6           40.     As a result, there were two damage models that Class Counsel considered in  
7 connection with the settlement negotiations. If only the AMA Repiping bid for all class homes was  
8 considered, the average actual “bid” for prospective repiping averaged approximately \$18,649.66 per  
9 home. Further, Class Counsel also obtained AMA Repiping’s contractual commitment to keep these  
10 prices for one year for each homeowner.

11           41.     The *pro rata* gross settlement of \$10,316.81 for each home equates to 55.31% of the  
12 upper-end damages under this damage model. But it should be noted that at trial, Defendant would  
13 likely contend the repair could be done for less than the AMA bid.

14           42.     The second damage model incorporates the additional fact that class damages would  
15 also have to consider the costs *actual incurred* by class members who already paid for PEX pipe  
16 replacements (i.e. presumably at a lower pre-inflation cost).

17           a.     From the responses to Class Questionnaires from a portion of the class members in  
18 the related cases, Class Counsel determined that the average cost for the  
19 replacement of copper pipes was likely less than AMA Repiping’s bid for those  
20 homes.

21           b.     Thus, if damages are calculated at trial by totaling: (a) the amount actually paid by  
22 class members for PEX pipe replacements; and (b) the AMA Repiping costs for  
23 PEX pipe replacement for those class homes that still have original copper pipes –  
24 the total class damages would be less than the first damage model based upon only  
25 the \$18,649.66 per home AMA Repiping bid.

26           43.     As a result, the *pro rata* gross settlement of \$10,316.81 for each home equates to  
27 **substantially more than 55.31%** of the upper-end damages under the first damage model.

28

1           44. For the class members subject to arbitration (*i.e.*, the Arbitration Owner Subclass), the  
2 25% reduction amount negotiated in the settlement resulted in a \$7,737.61 *pro rata* gross settlement  
3 amount. That represents 41.48% of the upper-end damages under the higher damage model.

4           45. As demonstrated below, both of these settlement figures represent settlement relief for  
5 the class that is fair and reasonable under the circumstances.

6                           **1. Attorneys' Fees/Costs, Class Representative Enhancements and Other**  
7                           **Issues.**

8           46. Once the size of the Settlement Fund and the settlement class definition was agreed  
9 upon by the parties, negotiations were conducted regarding the amount of attorneys' fees/costs, class  
10 administrator fees/costs and class representative enhancements for which Defendant will not provide  
11 any objections.

12           47. Class Counsel agreed to a 1/3 contingency fee calculation which – as will be  
13 demonstrated in the motion for approval of attorneys' fees – represents less than any apportionable  
14 lodestar for the actual legal work performed over 9+ years that benefitted the settlement class.

15           48. The Plaintiffs and Proposed Class Representatives are seeking \$13,000.00 as an  
16 enhancement fee for the Shah/Patel plaintiffs (from the same household) and \$7,000.00 for the  
17 Michel Plaintiffs. It must be noted that the difference in amount is based upon the different amount  
18 of time these respective class representatives participated in this class action, while the contributions  
19 of both have been significant toward resolving this case for the class.

20           49. ILYM Group, Inc., who has successfully served as Settlement and/or Class  
21 Administrators in these cases, agreed to provide settlement services outlined below under a “cap” of  
22 \$29,000.00 for its services.

23           50. The settlement is a “claims-paid” settlement – and the only reason that payment would  
24 not be made from the Settlement Fund would be if a class member “opts-out” of the settlement. The  
25 only potential “reversion” will be the net class member portion that would have been due to any opt-  
26 outs.

27           51. Finally, the Settlement is conditioned on all of the related OC Pipe class actions being  
28 “final” – which should be concurrently determined by the concurrent filing (and hearing) of the

1 motions for preliminary and final approval.

2 52. The Plaintiffs and Class Representatives participated in the settlement negotiations,  
3 and fully support the settlement.

## 4 2. Settlement Notice.

5 53. The Settlement Notice for this case was specifically designed for the two subclasses:  
6 (a) the Arbitration Owner Subclass (original owners who are subject to arbitration) and (b) the Non-  
7 Arbitration Owner Subclass (subsequent owners who are not subject to arbitration). Both have  
8 slightly different rights in connection with opt-outs (the arbitration class members could litigate their  
9 claims through arbitration and not Court proceedings) and have different relief.

10 54. A true and correct copy of the Settlement Notice for the Arbitration Owner Subclass is  
11 attached as **Exhibit C** to the Settlement Agreement, and the Settlement Notice for the Non-  
12 Arbitration Owner Subclass is attached as **Exhibit D** to the Settlement Agreement.

## 13 E. The Proposed Settlement and Its Principle Terms.

14 55. The Settlement Agreement describes in detail the terms of the proposed settlement  
15 reached by the Parties and the details of the recovery for the Class. (**Exhibit A**.) The structure of this  
16 Settlement is virtually identical to those that have been preliminarily approved by Judge Glenda  
17 Sanders in the *Dye v. Richmond American* (Case No. 30-2013-00649460-CU-CD-CXS) and finally  
18 approved by this Court in *Foti v. John Laing Homes (California), Inc.* (Case No. 30-2013-00649415-  
19 CU-CD-CXC) actions.

20 56. The material terms of the Settlement Agreement are as follows:

- 21 a. Within 30 days of final approval of the proposed Settlement, Defendant shall  
22 establish the Settlement Fund of \$1,457,250.00 for the benefit of the Settlement  
23 Class. (**Exhibit A**, § 3.1 and 3.1.0.)
- 24 b. The class definition for this settlement can be more particularly stated than in the  
25 original description in the operative complaint because the parties have been able  
26 to identify the homes that are included in the class – and distinguish those in which  
27 the original purchaser is still an owner of the home. The 39 homes that are  
28 presently owned by original purchasers are listed in **Exhibit A** to the Settlement

1 Agreement, and the 112 homes that are not presently owned by original purchasers  
2 are listed in **Exhibit B** to the Settlement Agreement.

3 i. The Arbitration Owner Subclass is defined as “*the person who owns the*  
4 *home on the Arbitration Owner Subclass List*” – which is **Exhibit A** to the  
5 Settlement Agreement. (See **Exhibit A** [Settlement Agreement] §§ 1.4 and  
6 1.5.)

7 ii. The Non-Arbitration Owner Subclass is defined as:

8 (1) *the current owner(s) of a home on the Non-Arbitration Owner*  
9 *Subclass List, unless (a) the prior owner(s) re-piped the entire home with*  
10 *PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as*  
11 *provided in Section 4.4 of this Agreement, subject to the dispute*  
12 *procedures set forth therein, or*

13 (2) *the prior owner(s) who re-piped the entire home with PEX or*  
14 *an epoxy coating and submits the Prior Owner Re-Piping Form as*  
15 *provided in Section 4.4 of this Agreement, subject to the dispute*  
16 *procedures set forth therein.*

17 57. With respect to Settlement Notice, the Class Administrator shall serve by U.S. Mail  
18 the notice packets applicable to the Arbitration Owner Subclass (Notice attached as **Exhibit C** to  
19 Settlement Agreement) and the Non-Arbitration Owner Subclass (Notice attached as **Exhibit D** to  
20 Settlement Agreement.) Since the members of the Arbitration Owner Subclass are present owners,  
21 they are the only individuals in the chain of title and the only ones who will receive the Arbitration  
22 Owner Subclass Notice packets. The Non-Arbitration Owner Subclass will be sent to every  
23 homeowner in the chain of title for the homes on the Non-Arbitration Owner Subclass List.

24 **F. The Determination of Who is a Class Member.**

25 58. All current homeowners will be deemed a Participating Class Member unless a prior  
26 owner had re-piped the home with PEX or an epoxy coating. This is because it is impracticable to  
27 inspect every home in the class to determine whether there has been a replacement of the copper  
28 pipes by prior owners with PEX or an epoxy coating. As a result, in order for a prior owner to be a  
participating settlement class member, that prior owner must submit a verification that the prior  
owner had re-piped the home with PEX or an epoxy coating. (**Exhibit A**, Proposed Settlement, §  
4.4.)

1           59.     The proposed Settlement also contains a dispute resolution provision if there is a  
2 “dispute” between homeowners in the chain of title for a class home regarding class members.

3           a.     Under the terms of the proposed Settlement, for a Prior Owner to be included as a  
4           Class Member, that Prior Owner must submit by mail or electronic means a Prior  
5           Owner Verification Form to the Class Administrator within sixty (60) days of  
6           mailing that verifies that the Prior Owner replaced the copper pipes in the Class  
7           Home with PEX or epoxy coating of the pipes.

8           b.     In the event a prior owner submits a Prior Owner Verification Form stating that the  
9           prior owner has replaced the homes’ copper pipes with PEX or epoxy coating, then  
10          the Class Administrator shall provide the present owner with written notice: (a)  
11          that a prior owner has submitted a Prior Owner Verification stating that the prior  
12          owner replaced the homes’ copper pipes with PEX or epoxy coating; and (b) the  
13          present owner has 30 days within which to submit a written verification to the  
14          Class Administrator disputing the prior owner’s claim, and state that the home had  
15          copper pipes (without any epoxy coating) at the time the present owner obtained  
16          title to the home.

17          c.     If a dispute arises between a prior and present owner as to whether a prior owner  
18          had replaced the copper pipes with PEX or epoxy coating, then the two  
19          homeowners shall submit proof supporting their claims to the Class Administrator  
20          who will forward such documentation to Hon. Nancy Wieben-Stock (Ret.) of  
21          JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose  
22          determination of those competing claims shall be binding. The costs for Judge  
23          Stock’s services shall be deemed a “cost” that shall be deductible from the  
24          Settlement Fund.

25          60.     For a Present Owner to be included as a Class Member, the Present Owner must not  
26          submit an Opt-Out Form and there must not be a Prior Owner Verification Form submitted by a Prior  
27          Owner for the subject Class Home.<sup>1</sup>

28 \_\_\_\_\_  
<sup>1</sup> The prior owner situation is not pertinent to the Arbitration Owner Subclass because there is

1           61. For all Notice papers returned as undeliverable or changed address, the Class  
2 Administrator shall re-send the Notice documents after a skip-trace. The Class Administrator must  
3 also create a dedicated website for this Settlement, which will provide a portal for electronic  
4 submission of Opt-Out Forms, Prior Owner Verification Forms and any Objections to the Settlement.  
5 The dedicated website shall also make available the Settlement Agreement, the pleadings submitted  
6 in support of preliminary approval, approval of attorneys' fees, costs and class representative  
7 enhancements, and final approval. The dedicated website shall also make available all Orders by this  
8 Court with respect to the aforesaid motions, and the Final Approval (if granted) shall remain on the  
9 website for 6 months thereafter. (**Exhibit A**, Proposed Settlement, §4.4, Class Notices at Exhs. C &  
10 D, and Proposed Order at ¶16).

11           62. Finally, the proposed Settlement provides that Plaintiffs and Class Counsel shall  
12 separately file motions for approval by this Court at the time of final approval of the following: (a)  
13 Attorneys' fees not to exceed one-third (1/3) of the Settlement Fund (\$485,750.00), plus costs not to  
14 exceed \$20,000.00; (b) Class administrator costs for this settlement not to exceed \$19,550.00; and (c)  
15 Class representative incentive payment totaling \$20,000.00 (or \$13,000.00 for Shah/Patel and  
16 \$7,000.00 for the Michels).

17           63. It should be noted that at the Final Approval Hearing, Class Counsel will be seeking  
18 reimbursement of pre-settlement costs on a *pro rata* basis from all class members and arbitration  
19 plaintiffs (including largely expert fees and related costs, and appellate costs), as well as specific  
20 costs incurred for only this action

21           64. To the extent any class member opts-out of the Settlement, the *pro rata* net settlement  
22 payment that would have otherwise been due to that opt-out class member shall be paid back to  
23 Defendant. (**Exhibit A**, Proposed Settlement, § 3.1.)

24           65. Finally, settlement class members will release Defendant from claims **asserted in the**  
25 **Action** (and expressly no other construction defect claims). (**Exhibit A**, Proposed Settlement, § V.)

26           66. The proposed Settlement Agreement provides for the most cost-effective  
27 administration of the settlement, which imposes minimal burdens on the Class. Under SB 800, the  
28 \_\_\_\_\_  
only one owner in the chain of title.

1 relief sought in this class action is the cost of replacing the copper pipes that fail to conform with the  
2 standards of Civil Code § 896(a)(14) and (15) – *i.e.*, copper pipes that leak and/or corrode so as to  
3 lessen their useful life. As a result, in the chain of title for each home, the individual who has a right  
4 to redress will be either: (a) a homeowner who replaced the copper pipes; or (b) the present  
5 homeowner.

6           67. Because it would be cost-prohibitive to physically inspect each home to determine the  
7 individual in the chain of title who has a right to redress, the parties have agreed to the following  
8 process that can expeditiously determine the individual who has the right to redress:

9           a. First, the class administrator will determine and then mail the Settlement Notices  
10 and other documents to all the individuals in the chain of title for the homes in the  
11 Class List.

12           b. Second, for the present owners on the Class List to receive any benefits from this  
13 Settlement, **they do not have to do anything.**

14           c. Third, for prior owners who paid for a repipe/epoxy to receive the benefits from  
15 this Settlement, they must fill out a simple Prior Owner Re-Piping Form (attached  
16 as **Exhibit E** to Kellner Decl.) that attests to their replacement of the copper pipes  
17 in the home that is included in the Class.

18           i. In the event a prior owner submits a Prior Owner Re-Piping Form stating  
19 that the prior owner has replaced the homes' copper pipes with PEX or  
20 epoxy coating, then the Class Administrator shall provide the present  
21 owner with written notice: (a) that a prior owner has submitted a Prior  
22 Owner Re-Piping Form stating that the prior owner replaced the homes'  
23 copper pipes with PEX or epoxy coating; and (b) the present owner has 30  
24 days within which to submit a written verification to the Class  
25 Administrator disputing the prior owner's claim, and state that the home  
26 had copper pipes (without any epoxy coating) at the time the present owner  
27 obtained title to the home. In the event that there is a dispute between a  
28 prior and present owner as to whether a prior owner had replaced the

1 copper pipes with PEX or epoxy coating, then the two homeowners shall  
2 submit proof supporting their claims to the Class Administrator who will  
3 forward such documentation to Hon. Nancy Wieben-Stock (Ret.) of JAMS  
4 who: (a) shall serve as arbitrator of the dispute; and (b) whose  
5 determination of those competing claims shall be binding. The costs for  
6 Judge Stock’s services shall be deemed a “cost” that shall be deductible  
7 from the Settlement Fund.

8 68. With respect to the *pro rata* relief provided, it compares favorably with the potential  
9 relief that the class members could receive at trial if they prevail.

10 69. As noted above, Class Counsel engaged in substantial “due diligence” before  
11 settlement negotiations to determine the actual costs for replacing the Class copper pipe systems with  
12 PEX by: (1) reviewing the responses to Questionnaire surveys from homeowners in these related OC  
13 Pipe cases regarding the actual costs incurred by those owners who replaced the class home copper  
14 pipe systems with PEX in areas that were supplied with similar water as the homes in this action; and  
15 (2) obtaining a bid from AMA Repiping – the company that engaged in the actual repiping of homes  
16 in classes that were settled in these related actions – for the prospective costs for replacing the copper  
17 pipe systems.

18 70. Further, Class Counsel obtained an excel spreadsheet from the applicable government  
19 entity for the homes in Ladera Ranch that contain: (a) the plumbing permit history for each home in  
20 Ladera Ranch by address; and (b) the details of the plumbing work that was being permitted.

21 71. Thus, Class Counsel obtained substantial information that a large percentage of the  
22 class members likely paid less than the AMA Repiping Bid to replace their pipes – albeit, many years  
23 ago.

24 72. The proposed settlement provides for the establishment of a \$1,457,250.00 Settlement  
25 Fund, which represents on a gross *pro rata* basis a total of \$10,316.81 for the Non-Arbitration  
26 Subclass members and \$7,737.61 for the Arbitration Subclass Members.

- 27 a. That equates to 55.31% of the gross damages for the Non-Arbitration Subclass  
28 members and 41.48% of the Arbitration Subclass Members – based upon the

1 damages sought at trial based upon the AMA Repiping Bid.

- 2 b. If the lower damage figure that incorporates the lower actual damages for the  
3 homes that have already been re-piped by class members is incorporated into the  
4 analysis – the actual percentage recovery will be increased.

5 73. By any measure, Class Counsel maintains that this is a good result for the class –  
6 given the risks that: (a) normally attend any class trial; (b) the possibility that the jury will not credit  
7 Plaintiffs’ experts’ opinions regarding general and individual causation; (c) the potential evidentiary  
8 issues relating to class damages set forth above; and (d) the possibility of a change in the law.

9 74. Indeed, at this juncture, the Court has yet to even consider a motion for class  
10 certification in this case.

11 75. As explained in the Settlement Notices, the distribution to the class members will be  
12 net of attorneys’ fees and costs, calculated on a percentage of the recovery for each class member.

- 13 a. Based upon the relative portion of the settlement, the Arbitration Subclass  
14 Members represent 20.707977% of the recovery and the Non-Arbitration Subclass  
15 Members represent 79.292023% of the recovery.
- 16 b. Thus, in the event the Court approves the maximum application for attorneys’ fees,  
17 costs, class representative enhancements and class administration costs, the net  
18 settlement fund for the 151 class members will be \$902,500.00 calculated as  
19 follows:

Gross Settlement Fund	\$1,457,250.00
Attorneys’ Fees (Max)	- \$485,750.00
Attorney Costs (Max)	- \$20,000.00
Class Representative Enhancement	- \$20,000.00
Class Administration Costs	- <u>\$29,000.00</u>
Subtotal for Distribution	\$902,500.00

24 76. The *pro rata* net payments are calculated as follows: For the Non-Arbitration  
25 Subclass Members, who have 79.292023% of the recovery, the total amount for distribution will be  
26 \$715,610.50 in total for the 112 Non-Arbitration Owner Subclass members – or \$6,389.37 each. For  
27 the Arbitration Subclass Members, who have a 20.707977% of the recovery, the total amount for  
28

1 distribution will be \$186,889.50 in total for the 39 Arbitration Owner Subclass members – or  
2 \$4,792.04 each.

3  
4 **G. Attorneys’ Fees and Costs, and Incentive Payments.**

5 77. Pursuant to sections 3.1.6 and 7.1 of the Settlement Agreement, at the final approval  
6 hearing Class Counsel will apply to the Court for an award of attorneys’ fees not to exceed one third  
7 (1/3) of the Settlement Fund (or \$485,750.00) and costs (not to exceed \$20,000.00).

8 78. This application will be supported with attorney declarations providing a cross-check  
9 of the lodestar attributable to the legal work over 9+ years that benefitted the Settlement Class.  
10 Defendant has agreed that it will not oppose such a request for fees and costs consistent with these  
11 amounts, and anticipates filing a statement of non-opposition to Class Counsel’s application for  
12 attorneys’ fees.

13 79. Pursuant to Section 3.1.7 of the Settlement Agreement, Plaintiffs intend to apply to the  
14 Court for two (2) incentive payments (one for each household of Class Representatives) totaling  
15 \$20,000.00 (\$13,000.00 for the Shah/Patel plaintiffs (same household), and \$7,000.00 for the Michel  
16 Plaintiffs – the differences in amount primarily based upon the different amount of time that they  
17 participated in this class action.

18 **H. Proposed Settlement is Fair and Reasonable.**

19 80. All trials have inherent risks – and there always remains the potential that law could  
20 change between the present date and trial. Here, the case is particularly subject to risk because it is  
21 based upon conflicting expert opinions by individuals with established credentials.

22 81. There are also further potential issues relating to the damage models that the jury  
23 would accept at trial.

24 82. As noted at length above, the Arbitration Owner Subclass has additional potential risks  
25 relating to not only the prosecution of the action as an arbitration – but also the number of class  
26 members who actually will apply for arbitration.  
27  
28

1           83.     The parties further acknowledge that further discovery and trial preparation will be  
2 time consuming and expensive, and a trial would be protracted and costly.

3           84.     For these reasons, Class Counsel and Plaintiffs recognize the risks involved in further  
4 litigation. In light of the foregoing, Class Counsel maintain that the gross recovery sought for the  
5 Class is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts  
6 and circumstances.

7           85.     Indeed, if this matter were to proceed to trial, Class Counsel would be well-within its  
8 right to: (a) incur additional expert and trial-related costs; and (b) a 40% contingency fee – all of  
9 which would further dilute the net recovery to the Class.

10          86.     With respect to the proposed release, it is specifically limited to claims of participating  
11 Settlement Class members (who do not choose to opt out); and is further limited to only the claims  
12 actually asserted in this action related to any alleged violations of Civil Code § 895 *et seq.* arising  
13 from the installation of copper pipes. The release expressly excludes any *other* construction defects  
14 or *other* claims relating to the construction of the homes.

15          87.     The proposed Notice is appropriate under California law and is the best notice  
16 practicable for this Class of approximately 151 class members. The Notice describes in plain  
17 language the background of the litigation, the benefits that Defendant will be providing to the Class  
18 Members, the meaning and effect of opting out (where applicable), the right to object and the  
19 procedure to do so, the legal effect of not objecting, and the timing of other important events during  
20 the settlement process. (See Settlement Notice attached as **Exhibit B** and **Exhibit C** to the Kellner  
21 Decl.)

22          88.     The Notice is modeled after the Federal Judicial Center’s forms, as suggested by the  
23 Court on its website, and is substantively identical to the Class Notice that Judge Sanders has  
24 approved in these related actions. It provides concise details regarding the underlying litigation and  
25 explains to Class members the options they have in exercising their rights accordingly, and explains  
26 the scope of their release of Defendant should they decide to participate in the Settlement. The  
27 Proposed Notice also provides contact information for the Class Administrator and Class Counsel  
28

1 should Class members have further questions about the litigation or if they seek clarity of the  
2 information provided in the Notice, as well as an interactive website that also includes all pertinent  
3 pleadings.

4 89. The Notice also states the difference in relief provided to the Subclasses, with an  
5 explanation of the reasons for that differing treatment.

6 90. Finally, with respect to the proposed Settlement Administrator, Plaintiffs and Class  
7 Counsel do not have any financial interest in ILYM or otherwise have a relationship with ILYM  
8 Group Inc. that could create a conflict of interest.

9 91. ILYM has provided a cap of \$29,000.00 for its services – which are extensive  
10 considering its need to determine chain of title information.

11 92. For the Court’s convenience, we are separately attaching the key documents that are  
12 also attached to the Settlement Agreement – a true and correct copy of which is attached hereto as

13 **Exhibit A.**

14 a. Attached hereto as **Exhibits B** and **C** are the proposed Settlement Notices.

15 b. Attached hereto as **Exhibit D** is the proposed Opt-Out Form.

16 c. Attached hereto as **Exhibit E** is the proposed Prior Owner Verification Form.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
18 true and correct. Executed on February 3, 2023, at Los Angeles, California.

19  
20 /s/Richard L. Kellner  
21 Richard L. Kellner, Esq.

# EXHIBIT A

1 Richard K. Bridgford, Esq., SBN: 119554  
2 Michael H. Artinian, Esq., SBN: 203443  
3 **BRIDGFORD, GLEASON & ARTINIAN**  
4 26 Corporate Plaza, Suite 250  
5 Newport Beach, CA 92660  
6 Telephone: (949) 831-6611  
7 Facsimile: (949) 831-6622

8 Richard L. Kellner, Esq., SBN: 171416  
9 **KABATECK LLP**  
10 633 West Fifth Street, Suite 3200  
11 Los Angeles, CA 90017  
12 Telephone: (213) 217-5000  
13 Facsimile: (213) 217-5010

14 John Patrick McNicholas, IV, Esq., SBN: 125868  
15 **McNICHOLAS & McNICHOLAS, LLP**  
16 10866 Wilshire Blvd., Suite 1400  
17 Los Angeles, CA 90024  
18 Telephone: (310) 474-1582  
19 Facsimile: (310) 475-7871

20 Attorneys for Plaintiffs KIRAN SHAH and HEMANGINI PATEL  
21 and JOSEPH and PATRICIA MICHEL,  
22 on behalf of themselves and all others similarly situated

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
24 **FOR THE COUNTY OF ORANGE**

25 KIRAN SHAH and HEMANGINI PATEL;  
26 ANTHONY GODFREY and NAOMI GODFREY;  
27 VICTOR GUDZUNAS and JULIE GUDZUNAS;  
28 EYNALD DUARTE and MADELEINE DUARTE,  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

vs.

PULTE HOME CORPORATION, a Corporation;  
MUELLER INDUSTRIES, INC., a Corporation,  
and DOES 1-100,

Defendants.

AND RELATED CROSS-CLAIMS.

CASE NO. 30-2014-00731604-CU-CD-CXC

**CLASS ACTION SETTLEMENT AND  
RELEASE BETWEEN PLAINTIFFS AND  
DEFENDANT FOR SETTLEMENT  
PURPOSES ONLY**

Judge: Hon. Peter Wilson

Dept: CX-101

Complaint Filed: 6/30/14

1 **STIPULATION OF SETTLEMENT AND RELEASE**

2 Plaintiffs and Class Representatives Kiran Shah, Hemangini Patel, Joseph Michel and Patricia  
3 Michel (“Plaintiffs”) and Defendant Pulte Home Corporation (“Defendant”) collectively hereinafter  
4 referred to as the “Parties,” by and through their respective counsel of record, agree to resolve the  
5 above-captioned case through this Class Action Settlement and Release Agreement, dated December 13,  
6 2022, which is being entered into by the Parties for settlement purposes only.

7 **I. DEFINITIONS**

8 **1.1 Action.** “Action” shall mean the above-captioned lawsuit.

9 **1.2 Administrative Costs.** “Administrative Costs” means the costs of administering  
10 the settlement by the Class Administrator, including, but not limited to, the costs of mailing the Class  
11 Notice and related documents to Settlement Class Members, and the Class Administrator’s costs in  
12 administering the portion of the Settlement Fund to be distributed to Settlement Class Members.

13 **1.3 Agreement.** “Agreement” means this Class Settlement Agreement and Release,  
14 including all exhibits hereto.

15 **1.4 Arbitration Owner Subclass Home List.** The “Arbitration Owner Subclass  
16 Home List” shall mean the complete list of addresses of the homes covered by the definition of the  
17 Arbitration Owner Subclass and is comprised of those 39 homes developed by Defendant in Yorba  
18 Linda, California identified on Exhibit A hereto.

19 **1.5 Arbitration Owner Subclass Member.** The “Arbitration Owner Subclass  
20 Member” means the person who owns the home on the Arbitration Owner Subclass List.

21 **1.6 Attorney Fee Award.** “Attorney Fee Award” means the amount awarded by the  
22 Court to Plaintiffs’ Counsel as attorneys’ fees, costs, expenses, disbursements or other compensation,  
23 such amount to be in full and complete satisfaction of Plaintiffs’ Counsel’s claim or request (and any  
24 claim or request made by any other attorneys) for payment of attorneys’ fees, costs, disbursements and  
25 compensation in the Action.

26 **1.7 Class Administrator.** “Class Administrator” shall mean ILYM Group, Inc.,  
27 14751 Plaza Dr., Suite J, Tustin CA 92780. The Class Administrator shall receive and administer the  
28 Settlement Funds.

1                   **1.8 Class Representatives.** “Class Representatives” means named plaintiffs Kiran  
2 Shah, Hemangini Patel, Joseph Michel and Patricia Michel.

3                   **1.9 Court.** “Court” means the Superior Court of California for the County of Orange,  
4 Complex Division.

5                   **1.10 Cross-Defendants.** "Cross-Defendants" means Ace American Insurance  
6 Company and Arch Specialty Insurance, Intervenor for RCR Plumbing; and Copper & Brass International  
7 Corp..

8                   **1.11 Defendant.** “Defendant” means Pulte Home Corporation.

9                   **1.12 Defendant’s Counsel.** “Defendant’s Counsel” means Joseph A. Ferrentino and  
10 Jeffrey R. Brower of Newmeyer & Dillion LLP and Anna S. McLean of Sheppard Mullin Richter &  
11 Hampton LLP.

12                   **1.13 Eligible Arbitration Owner Subclass Member Share.** “Eligible Arbitration  
13 Owner Subclass Member Share” shall mean each individual Arbitration Owner Subclass Member’s  
14 share of the Net Settlement Fund, which will be determined by first multiplying the Net Settlement Fund  
15 by 20.707977% (*i.e.*, the Arbitration Owner Subclass’s proportionate interest in the Net Settlement  
16 Fund) and then dividing that total by the 39 homes included in this subclass.

17                   **1.14 Eligible Non-Arbitration Owner Subclass Member Share.** “Eligible  
18 Subsequent Owner Subclass Member Share” shall mean each individual Non-Arbitration Owner  
19 Subclass Member’s share of the Net Settlement Fund, which will be determined by first multiplying the  
20 Net Settlement Fund by 79.292023% (*i.e.*, the Non-Arbitration Owner Subclass’s proportionate interest  
21 in the Net Settlement Fund) and then dividing that total by the 112 homes included in this subclass.

22                   **1.15 Final Approval Hearing.** “Final Approval Hearing” shall mean the hearing  
23 conducted by the Court to determine the fairness, adequacy and reasonableness of this Agreement and  
24 the settlement of the Action, including Plaintiffs’ Counsel’s application for the Attorney Fee Award and  
25 the Representative Plaintiffs’ Award, and to enter the Final Approval Order and Judgment.

26                   **1.16 Final Approval Order and Judgment.** “Final Approval Order and Judgment”  
27 shall mean the Court’s Order pursuant to Rule of Court 3.769 granting final approval of this Settlement  
28 Agreement and providing for the orderly performance and enforcement of the terms and conditions of

1 this Settlement Agreement, as well as the Judgment rendered by the Court pursuant to Rule of Court  
2 3.769(h).

3 **1.17 Motion for Preliminary Approval.** “Motion for Preliminary Approval” shall  
4 mean the Motion for Preliminary Approval of the Settlement to be filed in this Action pursuant to  
5 California Rule of Court 3.769(c).

6 **1.18 Net Settlement Fund.** “Net Settlement Fund” means the Settlement Fund  
7 (including accrued interest) minus (a) Administrative Fees and Costs, (b) the total attorneys’ fees and  
8 costs awarded to Settlement Class Counsel by the Court; and (c) any incentive payments awarded to the  
9 Class Representatives by the Court.

10 **1.19 Non-Arbitration Owner Subclass Home List** “Non-Arbitration Owner Subclass  
11 Home List” shall mean the complete list of addresses of the homes covered by the definition of the Non-  
12 Arbitration Owner Subclass and is comprised of those 112 homes developed by Defendant in Yorba  
13 Linda, California identified on Exhibit B.

14 **1.20 Non-Arbitration Owner Subclass Member.** The “Non-Arbitration Owner  
15 Subclass Member” shall mean the Settlement Class Member who is

16 (1) the current owner(s) of a home on the Non-Arbitration Owner  
17 Subclass List, unless (a) the prior owner(s) re-piped the entire home with PEX or an  
18 epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of  
19 this Agreement, subject to the dispute procedures set forth therein, or

20 (2) the prior owner(s) who re-piped the entire home with PEX or an  
21 epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of  
22 this Agreement, subject to the dispute procedures set forth therein.

23 **1.21 Notice Date.** “Notice Date” shall mean the date on which the Class  
24 Administrator shall send the Settlement Class Notice to all members of the Settlement Class. The  
25 Notice Date shall be no more than ten (10) business days after entry of the Preliminary Approval Order.

26 **1.22 Objection Deadline.** “Objection Deadline” means sixty (60) calendar days from  
27 the Settlement Class Notice Date.

28 **1.23 Opt-Out.** “Opt-Out” means a Settlement Class Member who timely submits a

1 properly completed and executed Request for Exclusion.

2           **1.24 Opt-Out Period.** Opt-Out Period” means the period commencing on the  
3 Settlement Class Notice Date and ending sixty (60) calendar days thereafter during which Settlement  
4 Class Members may submit a timely Request for Exclusion. The last day of the Opt-Out Period shall be  
5 specifically set forth in the Settlement Class Notice.

6           **1.25 Participating Arbitration Owner Subclass Member.** “Participating Arbitration  
7 Owner Subclass Member” shall mean the Arbitration Owner Subclass Member who has not Opted Out.

8           **1.26 Participating Non-Arbitration Owner Subclass Member.** “Participating Non-  
9 Arbitration Owner Subclass Member” shall mean the Non-Arbitration Owner Subclass Member who has  
10 not Opted Out.

11           **1.27 Parties.** “Parties” shall mean the Class Representatives, the Settlement Class  
12 Members, and Defendant.

13           **1.28 Plaintiffs.** “Plaintiffs” shall mean the Class Representatives and the Settlement  
14 Class Members.

15           **1.29 Plaintiffs’ Released Parties.** “Plaintiffs’ Released Parties” shall mean  
16 Defendant, Cross-Defendants, and each and all of their past, present, and future parents, subsidiaries,  
17 subcontractors, affiliated companies and corporations, and each and all of their respective past, present,  
18 and future directors, officers, managers, employees, general partners, limited partners, principals, agents,  
19 insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors,  
20 divisions, joint ventures, assigns, or related entities, and each and all of their respective executors,  
21 successors, assigns, and legal representatives, and any subcontractors hired by Defendant to construct or  
22 work on the homes listed on the Class Home List and each and all of their past, present, and future  
23 parents, subsidiaries, subcontractors, affiliated companies and corporations, and each and all of their  
24 respective past, present, and future directors, officers, managers, employees, general partners, limited  
25 partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives,  
26 predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their  
27 respective executors, successors, assigns, and legal representatives, as well as any supplier,  
28 manufacturer or distributor of copper pipe for potable water systems in the Settlement Class Members’

1 homes and each and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated  
2 companies and corporations, and each and all of their respective past, present, and future directors,  
3 officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,  
4 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures,  
5 assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal  
6 representatives.

7 **1.30 Preliminary Approval.** “Preliminary Approval” shall mean that the Court has  
8 entered the Preliminary Approval Order.

9 **1.31 Preliminary Approval Date.** “Preliminary Approval Date” means the date on  
10 which the Preliminary Approval Order is entered by the Court.

11 **1.32 Preliminary Approval Order.** “Preliminary Approval Order” shall mean the  
12 order entered by the Court that grants Preliminary Approval of this Settlement including, among other  
13 things, preliminary approval of the terms of the settlement, provisional certification of the Settlement  
14 Class, and approval of the form and method of Settlement Class Notice. The Preliminary Approval  
15 Order shall be in substantially the form attached hereto as Exhibit G, subject to non-material  
16 modifications made by the Court.

17 **1.33 Release by Class Representatives.** “Release by Class Representatives” means  
18 the release set forth in Paragraph 5.1 of this Agreement.

19 **1.34 Release by Settlement Class Members.** “Release by Settlement Class  
20 Members” means the release set forth in Paragraph 5.2 of this Agreement.

21 **1.35 Related Actions.** "Related Actions" means *Del Rivero, et al. v. Centex Homes of*  
22 *California, LLC, et al.*, Orange County Superior Court Case No. 30-2013-00649338; *Smith v. Pulte*  
23 *Home Corporation*, Orange County Superior Court Case No. 30-2015-0080812; the claims pending with  
24 the American Arbitration Association filed by the owners of the homes that were the subject of the  
25 Court's July 9, 2021 order granting Defendants' motion to compel arbitration in the *Del Rivero v. Centex*  
26 action; and the claims pending with the American Arbitration Association filed by the owners of the  
27 homes that were the subject of the Court's November 15, 2021 order requiring certain homeowners to  
28 arbitration in the *Smith v. Pulte Home Corporation* action.

1                   **1.36 Representative Plaintiffs’ Award.** “Representative Plaintiffs’ Award” means  
2 the amount, if any, that is approved by the Court for payment to the Class Representatives for acting as  
3 class representatives in the Action.

4                   **1.37 Request for Exclusion.** “Request for Exclusion” means the submission by  
5 Settlement Class Members to the Class Administrator requesting to opt out of the settlement. A form  
6 Request for Exclusion is Exhibit E.

7                   **1.38 Settled Claims of the Class Representatives.** “Settled Claims of the Class  
8 Representatives” means collectively any and all claims, demands, rights, liabilities, suits, matters,  
9 obligations, damages, losses, costs, actions and causes of action of every nature and description  
10 whatsoever, in law or equity, known or unknown, that the Class Representatives ever had against  
11 Defendant, Cross-Defendants, as well as any other supplier, manufacturer, distributor, or installer of  
12 copper plumbing lines or systems in the Class Representatives’ homes and their insurers, including  
13 claims for penalties, attorneys’ fees and costs of such, that arise from the design, installation, repair, or  
14 use of copper plumbing lines and systems in the homes and any alleged violations of California Civil  
15 Code § 895 et seq. arising from the design, installation, repair, or use of copper plumbing lines and  
16 systems. The Settled Claims of the Class Representatives specifically extend to claims that the Class  
17 Representatives do not know or suspect to exist in their favor at the time of settlement. The foregoing  
18 releases constitute a waiver of, without limitation, section 1542 of the California Civil Code, which  
19 provides:

20                   A general release does not extend to claims that the creditor or releasing party does not  
21 know or suspect to exist in his or her favor at the time of executing the release and that, if  
22 known by him or her, would have materially affected his or her settlement with the  
23 debtor or released party.

24 The Class Representatives understand and acknowledge the significance of these waivers of Civil Code  
25 section 1542 and/or of any other applicable law relating to limitations on releases. In connection with  
26 such waivers and relinquishments, the Class Representatives acknowledge that they are aware that they  
27 may hereafter discover facts in addition to, or different from, those facts they now know or believe to be  
28 true with respect to the subject matter of the settlement, but that it is their intention to release finally,

1 fully, and forever, all Settled Claims of the Class Representatives, and in furtherance of such intention,  
2 the release of the Settled Claims of the Class Representatives will be and remain in effect  
3 notwithstanding the discovery or existence of any such additional or different facts.

4 **1.39 Settled Class Claims.** “Settled Class Claims” means collectively any and all  
5 claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes  
6 of action of every nature and description whatsoever, in law or equity, known or unknown, that the  
7 Settlement Class Members ever had against Defendant, Cross-Defendants, or any other supplier,  
8 manufacturer, distributor, or installer of copper plumbing lines or systems in the Settlement Class  
9 Members’ homes and their insurers, including claims for penalties, attorneys’ fees and costs of such, that  
10 arise from or in any way relate to the design, installation, repair, or use of copper plumbing lines and  
11 systems in the homes and any alleged violations of California Civil Code § 895 et seq. arising from or in  
12 any way relating to the design, installation, repair, or use of copper plumbing lines and systems.

13 Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are  
14 any *other* alleged construction defects or *other* claims relating to the construction of the homes identified  
15 in Exhibits A and B, against any parties, including Defendant, which are not alleged in the Action.

16 **1.40 Settlement or Settlement Agreement.** “Settlement” or “Settlement Agreement”  
17 shall mean the terms and conditions of this Class Action Settlement and Release Agreement, which is  
18 being entered into by the Parties for settlement purposes only.

19 **1.41 Settlement Class.** “Settlement Class” shall be defined, for settlement purposes  
20 only, as: (1) the **Arbitration Owner Subclass Members** and (2) the **Non-Arbitration Owner Subclass**  
21 **Members.**

22 **1.42 Settlement Class Counsel.** “Settlement Class Counsel” shall mean: Bridgford,  
23 Gleason & Artinian, Kabateck LLP, and McNicholas & McNicholas.

24 **1.43 Settlement Fund.** “Settlement Fund” shall mean the total amount of  
25 \$1,457,250.00 that shall be funded by Defendant and wired to Class Administrator’s account within 30  
26 days of Final Approval. The Settlement Fund shall be the exclusive source for: (a) the benefits to the  
27 Settlement Class Members; (b) the Attorney Fee Award; (c) Class Administrator’s Costs; and (d) the  
28 Class Representatives’ Awards.



1 settlement are reflected in this Agreement.

2           **2.3 Plaintiffs' Reasons for Entering Into Settlement.** Settlement Class Counsel and  
3 Plaintiffs believe that the claims asserted in this Action have merit. Settlement Class Counsel and  
4 Plaintiffs, however, recognize the uncertain outcome and the risk of any litigation, especially in complex  
5 actions such as this, as well as the difficulties and delays inherent in such litigation. Settlement Class  
6 Counsel and Plaintiffs are also mindful of the inherent problems of proof and defenses to the claims  
7 asserted in this Action. In light of the above, Settlement Class Counsel and Plaintiffs believe that the  
8 Settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class,  
9 and each of the Settlement Class Members and is fair, just, equitable, reasonable, adequate and in the  
10 best interests of all Settlement Class Members.

11           **2.4 Defendant's Reasons for Entering into Settlement.** Defendant has denied, and  
12 continues to deny, liability for any of the claims asserted in this Action. Defendant, however, desires to  
13 settle the Action, on the terms and conditions set forth in this Settlement Agreement, in order to:  
14 (a) avoid the burden, expense, and uncertainty of continuing the Action; (b) avoid the diversion of its  
15 resources and personnel required by continuing the Action; and (c) put to rest any and all claims that are,  
16 or could have been, brought or asserted in this Action, or any similar litigation, in this or any other  
17 court's jurisdiction, which are based upon any of the facts, circumstances or conduct alleged in the  
18 Action. Defendant has therefore determined that it is desirable and beneficial that the Action be settled  
19 upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is  
20 based on the express understanding that nothing contained in this Settlement Agreement shall be  
21 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of any  
22 of Defendant or any of Plaintiffs' Released Parties, all of whom deny any liability.

23           **2.5 Conditional Settlement.** Subject to Court approval as provided herein, the  
24 Parties stipulate and agree that, in consideration of the promises and covenants set forth in this  
25 Agreement and upon the entry by the Court of a Final Approval Order and the occurrence of the  
26 Settlement Effective Date, the Action shall be fully settled and compromised as to the Settlement Class  
27 upon the terms and conditions set forth below. Further, this Settlement has been entered into in concert  
28 with settlements reached in the Related Actions and is conditioned upon final execution and final Court

1 approvals of the settlements in the Related Actions.

2 **NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this  
3 Agreement, as well as the good and valuable consideration provided for herein, the Parties hereby agree  
4 to a full and complete settlement of the Action on the following terms and conditions:

5 **III. TERMS OF SETTLEMENT**

6 **3.1 Contributions to the Settlement Fund.** Defendant and Cross-Defendants shall  
7 pay the total sum of \$1,457,250 to fund the Settlement Fund. Allocation of the payment of this sum  
8 among Defendant and Cross-Defendants is set forth separate settlement agreements between them.  
9 Defendant and Cross-Defendants shall be responsible only for their agreed-upon shares of the total  
10 Settlement Fund. Any Net Settlement Funds allocated to homes on the Arbitration Owner Subclass  
11 Home List or Non-Arbitration Owner Subclass List whose eligible member Opts-Out of this Settlement  
12 shall revert back to Defendant and Cross-Defendants according to their agreements.

13 **3.1.0 Funding of the Settlement Fund.** Within 30 days of the Court's entry of  
14 the Final Approval of the Settlement, Defendant shall wire to the Class Administrator's account to be  
15 established the amounts listed in Section 3.1 to be used as the Settlement Fund, consistent with the terms  
16 of this Settlement Agreement, and shall be maintained in the Class Administrator's account until  
17 distributions are made.

18 **3.1.1 Calculation of Net Settlement Fund.** Within five (5) business days of  
19 the Settlement Effective Date, the Class Administrator shall calculate the Net Settlement Fund by  
20 deducting from the Settlement Fund the anticipated Administrative Costs for the Settlement, attorneys'  
21 fees and costs awarded by the Court, any incentive payments awarded to the Class Representatives by  
22 the Court, and any other payments agreed to by the Parties and approved by the Court.

23 **3.1.2 Calculation of Eligible Shares to each Settlement Class Member.**  
24 Within five (5) business days of the Settlement Effective Date, the Class Administrator shall calculate  
25 the Eligible Share of the Net Settlement Fund attributable to each Settlement Class member as follows:

- 26 (1) For the Arbitration Owner Subclass, by multiplying the Net  
27 Settlement Fund by 20.707977% (*i.e.*, the Arbitration Owner Subclass'  
28

1 proportionate interest in the Net Settlement Fund) and then dividing that total by  
2 the 39 homes included in this subclass.

3 (2) For the Non-Arbitration Owner Subclass, by multiplying the Net  
4 Settlement Fund by 79.292023% (*i.e.*, the Non-Arbitration Owner Subclass'  
5 proportionate interest in the Net Settlement Fund) and then dividing that total by  
6 the 112 homes included in this subclass.

7 **3.1.3 Claims Paid.** This is a claims-paid settlement, and, except for prior  
8 owners as provided in Section 4.4 of this Settlement, no Participating Settlement Class Member shall be  
9 required to submit any claim form in order to be eligible to obtain an Eligible Share. Every Participating  
10 Settlement Class Member who does not file a valid Request for Exclusion shall automatically be eligible  
11 for to an Eligible Share.

12 **3.1.4 Payment of Claims to the Participating Class Members.** Within (30)  
13 days after the Settlement Effective Date, the Class Administrator shall mail individual Settlement  
14 Checks to each Participating Settlement Class Member.

15 **3.1.5 Disposition of Uncashed Settlement Checks.** Each Settlement Check  
16 mailed by the Class Administrator to a Settlement Class Member shall be valid for 180 days from the  
17 date shown on the Settlement Check. Any checks not cashed within that time shall be treated as  
18 uncashed checks under California's Unclaimed Property Law and forwarded to the appropriate  
19 government authority.

20 **3.1.6 Attorneys' Fees, Costs and Expenses.** Defendant takes no position as to  
21 the proper amount of any attorneys' fee award to Settlement Class Counsel, and agree that they will not  
22 oppose an application by Settlement Class Counsel for attorneys' fees. Settlement Class Counsel  
23 represent and warrant that they will not seek an attorneys' fees award of more than one-third of the  
24 Settlement Fund, which equates to Four Hundred Eighty-Five Thousand Seven Hundred Fifty Dollars  
25 (\$485,750.00) and reimbursement of legal costs up to \$20,000.00, and that these amounts are inclusive  
26 of all fees, costs, and expenses of Settlement Class Counsel, past and future, in connection with the  
27 Action. The fees shall be divided among Settlement Class Counsel based upon their agreement. The  
28 attorneys' fees and costs in the amount awarded by the Court shall be paid directly to Settlement Class

1 Counsel from the Settlement Fund within two court days after the Settlement Effective Date. The  
2 effectiveness of this Settlement is not conditioned upon nor will it be delayed in the event that the Court  
3 fails to approve Settlement Class Counsel's request for attorneys' fees and costs in whole or in part.  
4 Defendant shall have no obligation to pay any attorneys' fees or costs to Settlement Class Counsel other  
5 than such amount awarded by the Court to Settlement Class Counsel from the Settlement Fund. Any  
6 fees not awarded shall be included within the Net Settlement Fund for distribution to the Participating  
7 Settlement Class Members. The Class Representatives have reviewed and approved the aforesaid  
8 division of attorneys' fees.

9 **3.1.7 Incentive Payments to the Class Representatives.** Plaintiffs intend to  
10 apply to the Court for two (2) incentive payments collectively totaling \$20,000.00 (i.e. one for each  
11 household of Class Representatives – specifically, \$13,000.00 for the Shah/Patel household, and  
12 \$7,000.00 for the Michel household). Defendant takes no position as to the proper amount of any  
13 incentive payments to the Class Representatives and agrees that it will not oppose an application by  
14 Settlement Class Counsel for the Class Representatives' incentive payments in the amounts specified  
15 above. The effectiveness of this Settlement will not be conditioned upon or delayed by the Court's  
16 failure to approve any incentive payments to either Class Representatives, and/or the Court's award of  
17 incentive payments in an amount less than that sought by either Class Representatives. Defendant shall  
18 have no obligation to pay any incentive payments to the Class Representatives, separate from any  
19 amount awarded by the Court to the Class Representatives from the Settlement Fund. Any fees not  
20 awarded shall be included within the Net Settlement Fund for distribution to the Participating  
21 Arbitration Owner Class Members and the Participating Non-Arbitration Owner Class Members.

22 **3.1.8 Costs of Notice and Claims Administration.** Within ten (10) business  
23 days of the Settlement Effective Date, the Class Administrator shall be reimbursed from the Settlement  
24 Fund for its costs associated with the preparation and mailing of the Notice described in Section 4.2, and  
25 the costs for distributing settlement checks to Settlement Class Members.

#### 26 **IV. NOTICE TO THE CLASS**

27 **4.1 Contact Information of Potential Settlement Class Members.** Within ten (10)  
28 business days of Preliminary Approval, Settlement Class Counsel shall provide the Class Administrator

1 with the Arbitration Owner Subclass Home List and the Non-Arbitration Owner Subclass Home List.  
2 The Class Administrator shall then determine the identity of all potential Non-Arbitration Owner  
3 Subclass Member by conducting a “chain of title” search for the names and addresses of all individuals  
4 who had an ownership interest in the subject homes in the Non-Arbitration Owner Subclass Home List  
5 from the date of construction to the present date. (Hereinafter, the “Potential Non-Arbitration Owner  
6 Subclass Member”). The “chain of title” search shall be supplemented with other information as set  
7 forth in Sections 4.3 and 4.4, below, to arrive at an address list for the Non-Arbitration Owner Class .

8 **4.2 Notice to the Settlement Class.**

9 **4.2.0** Notice to the Arbitration Owner Subclass Members shall be substantially  
10 in the form attached hereto as Exhibit C.

11 **4.2.1** Notice to the Non-Arbitration Owner Subclass Members shall be  
12 substantially in the form attached hereto as Exhibit D.

13 **4.3 Notice by Mail is the Best, Most Fair and Most Reasonable Form of Notice**  
14 **Practicable under the Circumstances.** The Parties agree that providing direct mailed notice to the  
15 potential Settlement Class Members is the best, most fair and most reasonable form of notice practicable  
16 under the circumstances.

17 **4.3.0** The Notices shall be mailed to all Arbitration Owner Subclass Members  
18 and Potential Non-Arbitration Owner Subclass Members by the Class Administrator within thirty (30)  
19 days of Preliminary Approval, in envelopes marked “Personal and Confidential.”

20 **4.3.1** Any Notices that are returned as non-deliverable with a forwarding  
21 address shall promptly be re-mailed by the Class Administrator to such forwarding address. To the  
22 extent that any Class Notices are returned as non-deliverable without a forwarding address, the Class  
23 Administrator shall conduct a reasonable research to locate valid address information for the intended  
24 recipients of such Class Notices, and shall promptly re-mail the Class Notice, as applicable, to any  
25 Settlement Class Members for whom new address information is identified.

26 **4.4 Prior Homeowners.** Under the terms of the Settlement, the current Non-  
27 Arbitration Owners Subclass Member shall be deemed to have the right to payment from the Net  
28 Settlement Fund, unless a prior owner had re-piped the home with PEX or an epoxy coating. Settlement

1 Class Counsel have determined that it is impracticable to inspect every home in the Non-Arbitration  
2 Owner Subclass to determine whether there has been a replacement of the copper pipes by prior owners  
3 with PEX or an epoxy coating. Accordingly, a term of this Settlement is that prior to the Final Approval  
4 of the Settlement, a prior owner who is a potential Non-Arbitration Subclass Member must submit a  
5 verification that the prior owner had re-piped the home with PEX or an epoxy coating. A Prior Owner  
6 Re-Piping Form shall be served with the Class Notices and be available on a Class Settlement website  
7 maintained by the Class Administrator, in the form attached hereto as Exhibit F.

8 **4.4.1. Procedure upon Prior Homeowner Submission of Prior Owners Verification**  
9 **Form.** In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner  
10 has replaced the home's copper pipes with PEX or epoxy coating, then the Class Administrator shall  
11 provide the present owner with written notice: (a) that a prior owner has submitted a Prior Owner  
12 Verification stating that the prior owner replaced the home's copper pipes with PEX or epoxy coating;  
13 and (b) the present owner has 30 days within which to submit a written verification that the home had  
14 copper pipes (without any epoxy coating) at the time the present owner obtained title to the home. In the  
15 event that there is a dispute between a prior and present owner as to whether a prior owner had replaced  
16 the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting  
17 their claims to Hon. Nancy Wieben Stock (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute;  
18 and (b) whose determination of those competing claims shall be binding. The costs for Judge Stock's  
19 services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

20 **4.5 Requests for Exclusion.** In order to request exclusion, such Settlement Class  
21 Member must mail a written Request for Exclusion to the Class Administrator. The Request for  
22 Exclusion must be signed by the Settlement Class Member, and postmarked no later than the deadline  
23 for filing a Request for Exclusion set forth in the Preliminary Approval Order entered by the Court. The  
24 Parties agree that they will propose to the Court that the deadline for submitting a Request for Exclusion  
25 set forth in the Preliminary Approval Order be sixty (60) days after the date Notice was last mailed. All  
26 Settlement Class Members who do not timely and properly file a Request for Exclusion from the  
27 Settlement Class shall be bound by all proceedings, orders, and judgments in the Action, even if the  
28 Settlement Class Member has pending, or subsequently initiates, litigation against the Defendant relating

1 to the release of Settled Class Claims. A Settlement Class Member who chooses to be excluded from  
2 the Settlement Class will be excluded entirely therefrom and, therefore, from participation in the  
3 Settlement. The Class Administrator shall timely provide the Parties with copies of all Requests for  
4 Exclusion within seven days after receipt of said Requests. In the event that in excess of 10% of the  
5 total of Settlement Class Members opt out, Defendant, at its sole discretion, may terminate this  
6 Settlement, but Defendant must give notice of its intent to terminate the Settlement within 15 days after  
7 the deadline to submit a Request for Exclusion.

8 **4.6 Objections to Settlement.** Any Settlement Class Member other than Opt Outs  
9 may object to the Settlement, motions for attorneys' fees, costs and/or the proposed incentive awards,  
10 and/or the proposed Final Approval Order and Judgment. Any Settlement Class Member who is not an  
11 Opt Out and who wishes to file such an objection shall, by the date set forth in the Preliminary Approval  
12 Order approved by the Court, mail to the Class Administrator a writing containing a clear and specific  
13 statement of the objection, as well as the specific reason(s), if any, for each objection, including any  
14 legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence  
15 the Settlement Class Member wishes to introduce in support of the objection. Any Settlement Class  
16 Member who is not an Opt Out may file and serve a written objection either on his or her own or  
17 through an attorney hired at his or her own expense. Any Settlement Class Member who is not an Opt  
18 Out intending to make an appearance at the Final Approval Hearing must: (a) file a notice of  
19 appearance with the Court no later than the date set in the Preliminary Approval Order approved by the  
20 Court or as the Court may otherwise direct; and (b) mail a copy of the notice of appearance postmarked  
21 by the date set forth in the Preliminary Approval Order to the Class Administrator.

22 **4.6.1** Opt Outs shall have no standing to object to the Settlement, motions for  
23 attorneys' fees, costs and/or the proposed incentive awards, and/or the proposed Final Approval Order  
24 and Judgment. As soon as possible after receipt of an objection, the Class Administrator shall provide a  
25 copy of the objection and supporting papers (and the accompanying envelope or other packaging) to  
26 Settlement Class Counsel and Defense Counsel. Any Settlement Class Member who fails to comply  
27 with the provisions of this Section shall waive and forfeit any and all rights to object to the Settlement,  
28 motions for attorneys' fees, costs and/or the proposed incentive awards, and/or the proposed Final

1 Approval Order and Judgment and shall be bound by all the terms of the Settlement Agreement and by  
2 all proceedings, orders, and judgments in the Action.

3 **4.7 Proof of Payment.** Within ninety (90) days after the Settlement Effective Date,  
4 the Class Administrator will certify to the Court that checks have been mailed to the Participating  
5 Settlement Class Members. The certification required by this Section shall be by declaration(s), based  
6 on the personal knowledge of the declarant(s), filed with the Court and served on Settlement Class  
7 Counsel and Counsel for Defendant.

## 8 **V. RELEASE OF CLAIMS**

9 **5.1 Release by Class Representatives.** Upon the Settlement Effective Date, Class  
10 Representatives and all of their respective heirs, executors, administrators, predecessors, successors and  
11 assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties from the Settled  
12 Claims of the Class Representatives.

13 **5.2 Release by Settlement Class Members.** Upon the Settlement Effective Date,  
14 Settlement Class Members and all of their respective heirs, executors, administrators, predecessors,  
15 successors and assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties  
16 from the Settled Class Claims.

17 **5.3 Complete Defense.** The Parties shall be deemed to have agreed that the Releases  
18 set forth in Sections 5.1 and 5.2 will be and may be raised by the Parties and Plaintiffs' Released Parties  
19 as a complete defense to, and will preclude any action or proceeding based on the claims set forth  
20 therein.

21 **5.4 Effectuation of Settlement.** None of the releases set forth herein includes  
22 releases of claims to enforce the terms of the Settlement.

## 23 **VI. PRELIMINARY COURT APPROVAL OF THE SETTLEMENT**

24 **6.1 Motion for Preliminary Approval.** The Parties shall submit this Settlement to  
25 the Court in support of the Motion for Preliminary Approval and shall request a determination by the  
26 Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement,  
27 Settlement Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order,  
28 which shall:

- 1 (a) Preliminarily approve the Settlement as fair, reasonable, and adequate;
- 2 (b) Preliminarily approve for settlement purposes only for the conditional  
3 certification of the Settlement Class, including the Arbitration Owner Subclass and the Non-Arbitration  
4 Owner Subclass;
- 5 (c) Approve as to form and content the proposed Notices substantially in the  
6 forms attached hereto as Exhibits C and D;
- 7 (d) Approve the manner of providing Notice as described in Section IV of this  
8 Settlement Agreement and find that this manner of notice constitutes the best notice practicable under  
9 the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in  
10 accordance with California and federal laws and the Constitution of the U.S.;
- 11 (e) Approve ILYM Group, Inc. as the Class Administrator, or another  
12 administrator mutually agreed to by the Parties;
- 13 (f) Schedule the Final Approval Hearing to be held by the Court to determine:  
14 (1) Whether the proposed Settlement should be finally approved as  
15 fair, reasonable, and adequate;  
16 (2) Whether the Final Approval Order and Judgment should be  
17 entered;  
18 (3) Whether Settlement Class Counsel's application for an award of  
19 attorneys' fees and costs should be approved; and  
20 (4) Whether the incentive awards to Plaintiffs as Class  
21 Representatives should be approved.
- 22 (g) Provide that the Final Approval Hearing may be continued and adjourned  
23 by the Court without further notice to the Settlement Class Members;
- 24 (h) Order that Notice to the Settlement Class Members, in the manner  
25 described in Section IV of this Settlement Agreement, be disseminated;
- 26 (i) Approve the procedure for Settlement Class Members to file Requests for  
27 Exclusion, substantially in the manner set forth in Section 4.5 of this Settlement Agreement, and setting  
28 a deadline for such Settlement Class Members to exclude themselves from the Settlement Class;

1 (j) Provide that Settlement Class Members who do not file valid and timely  
2 Requests for Exclusion will be bound by the Final Approval Order and Judgment and the releases set  
3 forth in Section VI; and

4 (k) Declare the date on which the Court preliminarily approves the Settlement  
5 as the date that the Settlement is deemed filed.

## 6 VII. FINAL COURT APPROVAL OF THE SETTLEMENT

7 **7.1 Entry of Final Approval Order and Judgment.** At the Final Approval Hearing,  
8 the Parties will request that the Court, among other things, enter the Final Approval Order and  
9 Judgment, in which the Court will: (a) approve the Settlement Agreement as fair, reasonable, adequate,  
10 and binding on all Settlement Class Members who do not Opt Out; (b) enter the Final Approval Order  
11 and Judgment in accordance with the terms of this Settlement Agreement; (c) determine the amount and  
12 approve the payment of attorneys' fees and costs; (d) determine the amount of any incentive payments to  
13 award to the Class Representatives; and (e) provide for the entry of judgment in the Action and for the  
14 Release of all Settled Class Claims against the Plaintiffs' Released Parties by the Class Representatives  
15 and all Settlement Class Members who have not submitted valid and timely Requests for Exclusion.

16 **7.1.0 Final Judgment.** The Final Approval Order and Judgment shall include a  
17 final judgment, which shall:

18 (a) Approve the Settlement, adjudging the terms thereof to be fair, reasonable,  
19 and adequate, and directing consummation of its terms and provisions;

20 (b) Approve Settlement Class Counsel's application for an award of  
21 attorneys' fees and reimbursement of costs, insofar as said application has been granted by the Court;

22 (c) Approve the Class Representatives' incentive awards, insofar as said  
23 incentive awards have been granted by the Court;

24 (d) Certify the Settlement Class for settlement purposes only;

25 (e) Permanently bar all Settlement Class Members (other than Opt Outs)  
26 from prosecuting against Plaintiffs' Released Parties any and all of the Settled Class Claims; and

27 (f) Permanently bar the Class Representatives from prosecuting against  
28 Plaintiffs' Released Parties any and all of the Settled Class Claims.

1 **VIII. MISCELLANEOUS PROVISIONS**

2 **8.1 Voiding the Agreement.** If the Court denies the Motion for Preliminary  
3 Approval or does not enter the Final Approval Order and Judgment, or if the Court’s entry of the Final  
4 Approval Order and Judgment is reversed on appeal, the Settlement and all related papers including the  
5 Motion for Preliminary Approval shall not be used nor be admissible in any subsequent proceedings  
6 either in this Court or in any other Court or forum, and the \$1,457,250 Settlement Fund shall be returned  
7 to Defendant, minus fifty percent (50%) of any actual Class Administrative costs incurred to a limit of  
8 \$14,000 from Defendant.

9 **8.2 Signatories’ Authority.** The signatories to the Settlement represent that they are  
10 authorized to enter into this Settlement and bind their respective Parties to its terms and conditions.

11 **8.3 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other  
12 to accomplish the terms of this Settlement, including, but not limited to, execution of such documents  
13 and to take such other action as may reasonably be necessary to implement the terms of this Settlement.  
14 The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement  
15 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the  
16 terms of this Settlement. As soon as practicable after execution of this Settlement, Settlement Class  
17 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps  
18 to secure the Court’s Final Judgment.

19 **8.4 No Prior Assignments.** The Parties represent, covenant, and warrant that they  
20 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or  
21 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or  
22 right released and discharged in this Settlement.

23 **8.5 Notices.** Unless otherwise provided herein, all legal notices, demands, or other  
24 communications given hereunder shall be in writing and shall be deemed to have been duly given as of  
25 the third business day after emailing and mailing by U.S. registered or certified mail, return receipt  
26 requested, addressed as follows:

- 27 (a) To the Settlement Class:  
28 Richard K. Bridgford, Esq.  
Michael H. Artinian, Esq.

1                                   Bridgford, Gleason & Artinian  
2                                   26 Corporate Plaza, Suite 250  
                                      Newport Beach, CA 92660  
                                      mike.artinian@bridgfordlaw.com

3                                   Richard L. Kellner, Esq.  
4                                   Kabateck LLP  
                                      633 West Fifth Street, Suite 3200  
5                                   Los Angeles, CA 90017  
                                      rlk@kbklawyers.com

6                   (b)       To Defendant:

7                                   Joseph A. Ferrentino, Esq.  
8                                   Jeffrey R. Brower, Esq.  
9                                   Newmeyer & Dillion LLP  
                                      895 Dover Street, 5<sup>th</sup> Floor  
10                                  Newport Beach, CA 92660  
                                      Joe.ferrentino@ndlf.com  
                                      Jeffrey.browner@ndlf.com

11                                  Anna S. McLean, Esq.  
12                                  Sheppard Mullin Richter & Hampton LLP  
13                                  4 Embarcadero Center, 17<sup>th</sup> Floor  
                                      San Francisco, CA 94111-4109  
14                                  amclean@sheppardmullin.com

15                   **8.6 Construction.** The Parties agree that the terms and conditions of this Settlement  
16 are the result of lengthy, intensive arm's-length negotiations between the Parties' counsel, and that the  
17 terms of this Settlement shall not be construed in favor of or against any Party.

18                   **8.7 Captions and Interpretations.** Section titles or captions contained in this  
19 Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or  
20 describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and  
21 not merely a recital.

22                   **8.8 Modification.** This Settlement may not be changed, altered, or modified, except  
23 in a writing signed by the Parties and their counsel, and approved by the Court. This Settlement may not  
24 be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

25                   **8.9 Integration Clause.** Except for the settlement agreements between Defendant  
26 and Cross-Defendants, this Settlement contains the entire agreement between the Parties relating to the  
27 resolution of the Action, and all prior or contemporaneous agreements, understandings, representations,  
28

1 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged  
2 in this Settlement. No rights under this Settlement may be waived except in a writing signed by the  
3 Party making the waiver and its counsel. Notwithstanding the forgoing, it is understood and agreed that  
4 Defendant and Cross-Defendant will execute a separate settlement agreement documenting the terms  
5 and conditions of the settlement of the claims and cross-complaint against Cross-Defendants.

6 **8.10 Binding on Assigns.** This Settlement shall be binding upon and inure to the  
7 benefit of the Parties, Cross-Defendants, Plaintiffs' Released Parties and their respective heirs, trustees,  
8 executors, administrators, successors, and assigns and, where applicable, all of their current or former  
9 parent entities, corporations, subsidiaries, related and affiliated companies and entities, officers,  
10 directors, agents, representatives, attorneys, insurers, predecessors, successors, assignees, employees,  
11 and all individuals or entities acting by, through, under, or in concert with any of them.

12 **8.11 Settlement Class Counsel Signatories.** It is agreed that, because the Settlement  
13 Class Members are so numerous, it is impossible or impractical to have each one execute this  
14 Settlement. The Notice will advise all Settlement Class Members of the binding nature of the Release.  
15 Excepting only the eligible Settlement Class Members who timely submit a Request for Exclusion, the  
16 Notice shall have the same force and effect as if this Settlement were executed by each with regard to  
17 the Settled Class Claims.

18 **8.12 Counterparts.** This Settlement may be executed in counterparts, and when each  
19 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
20 original, and, when taken together with other signed counterparts, shall constitute one Settlement, which  
21 shall be binding upon and effective as to all Parties.

22 **8.13 Governing Law.** This Settlement Agreement shall be governed by the laws of  
23 the State of California, without regard to choice-of-law principles.

24 **8.14 Continuing Jurisdiction.** The Court shall retain jurisdiction over the  
25 interpretation and implementation of this Settlement Agreement.

26 **8.15 Venue.** Any and all actions or disputes arising out of this Settlement Agreement,  
27 including without limitation the enforcement, interpretation, breach, or attempted rescission of this  
28 Settlement Agreement, shall be brought exclusively in this Court.

1           **8.16 Waiver.** Any failure by any Party to insist upon the strict performance by any  
2 other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of  
3 the provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the  
4 right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement  
5 Agreement.

6           **8.17 Conflicts.** In the event of conflict between this Settlement Agreement and any  
7 other prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement  
8 Agreement shall supersede and control. Notwithstanding the forgoing, it is understood and agreed that  
9 Defendant and Cross-Defendants will execute a separate settlement agreement documenting the terms  
10 and conditions of the settlement of the claims and cross-complaint against Cross-Defendants.

11           **8.18 Singular/Plural.** The plural of any defined term includes the singular, and the  
12 singular of any defined term includes the plural, as the case may be.

13           **8.19 Reasonable Extensions of Time.** Without further order of the Court, the Parties  
14 may agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

15 **IT IS SO AGREED:**

16 Dated: 12/19/2022

By:   
Kiran Shah  
Class Representative Plaintiff

18 Dated: 12/19/2022

By:   
Hemangini Patel,  
Class Representative Plaintiff

21 Dated:

By: \_\_\_\_\_  
Joseph Michel  
Class Representative Plaintiff

24 Dated:

By: \_\_\_\_\_  
Patricia Michel  
Class Representative Plaintiff



1 Dated: 12-23-22

By:  \_\_\_\_\_

Defendant Pulte Home Corporation

2  
3  
4  
5 **APPROVED AS TO FORM AND CONTENT:**

6  
7 By: \_\_\_\_\_  
8 Michael H. Artinian, Esq.  
9 Bridgford, Gleason & Artinian  
10 *Counsel for Plaintiffs*

11  
12 By: \_\_\_\_\_  
13 Richard L. Kellner, Esq.  
14 Kabateck LLP  
15 *Counsel for Plaintiffs*

16  
17 By: \_\_\_\_\_  
18 Joseph A. Ferrentino, Esq.  
19 Newmeyer & Dillion LLP  
20 *Counsel for Defendant*

1 Dated:

By: \_\_\_\_\_

2 Defendant Pulte Home Corporation

3  
4  
5 **APPROVED AS TO FORM AND CONTENT:**

6  
7 By: Michael H. Artin  
8 Michael H. Artinian, Esq.  
9 Bridgford, Gleason & Artinian  
10 *Counsel for Plaintiffs*

11 By: /s/Richard L. Kellner  
12 Richard L. Kellner, Esq.  
13 Kabateck LLP  
14 *Counsel for Plaintiffs*

15 By: Joseph A. Ferrantino  
16 Joseph A. Ferrantino, Esq.  
17 Newmeyer & Dillon LLP  
18 *Counsel for Defendant*

SHH

# EXHIBIT A

## EXHIBIT A

	<b>Address</b>
1.	4072 Paso Fino Way
2.	19237 Steeplechase Way
3.	19220 Steeplechase Way
4.	4028 Oldenburg Lane
5.	19422 Shetland Lane
6.	19353 Shetland Lane
7.	19420 Cleveland Bay Lane
8.	3981 Paso Fino Way
9.	3846 Breton Lane
10.	19696 Morgan Court
11.	19268 Lipizzan Lane
12.	19703 Morgan Court
13.	19566 Connemara Court
14.	19553 Cleveland Bay Lane
15.	3850 Jutland Lane
16.	4040 Oldenburg Lane
17.	19257 Lipizzan Lane
18.	19400 Shetland Lane
19.	19366 Steeplechase Way
20.	4015 Oldenburg Lane
21.	3961 Paso Fino Way
22.	3803 Breton Lane
23.	19648 Cleveland Bay Lane
24.	3847 Jutland Lane
25.	3822 Jutland Lane
26.	19246 Green Oaks Drive
27.	19685 Cleveland Bay Lane
28.	19726 Cleveland Bay Lane
29.	19186 Falabella Lane
30.	19153 Falabella Lane
31.	3831 Belgian Lane
32.	3871 Belgian Lane
33.	19164 Green Oaks Drive
34.	3801 Belgian Lane
35.	19502 Cleveland Bay Lane
36.	19355 Steeplechase Way
37.	3853 Breton Lane
38.	19158 Green Oaks Drive
39.	19546 Connemara Court

# EXHIBIT B

## EXHIBIT B

	<u>Address</u>
1.	19377 Steeplechase Way
2.	19208 Falabella Lane
3.	19131 Falabella Lane
4.	19676 Morgan Court
5.	4095 Oldenburg Lane
6.	19513 Cleveland Bay Lane
7.	19255 Green Oaks Drive
8.	19655 Cleveland Bay Lane
9.	19480 Cleveland Bay Lane
10.	19401 Cleveland Bay Lane
11.	4111 Dapple Gray Lane
12.	19342 Shetland Lane
13.	19495 Shetland Lane
14.	19242 Lipizzan Lane
15.	19460 Cleveland Bay Lane
16.	19375 Shetland Lane
17.	4052 Paso Fino Way
18.	4123 Dapple Gray Lane
19.	19746 Cleveland Bay Lane
20.	19468 Shetland Lane
21.	19215 Steeplechase Way
22.	3806 Breton Lane
23.	19506 Connemara Court
24.	3873 Breton Lane
25.	4135 Dapple Gray Lane
26.	19706 Cleveland Bay Lane
27.	19148 Falabella Lane
28.	4032 Paso Fino Way
29.	3874 Jutland Lane
30.	19280 Green Oaks Drive
31.	19422 Connemara Court
32.	4061 Paso Fino Way
33.	19402 Connemara Court
34.	3855 Jutland Lane
35.	19665 Cleveland Bay Lane
36.	19137 Lipizzan Lane
37.	3833 Breton Lane
38.	19526 Connemara Court
39.	3836 Jutland Lane

	<b><u>Address</u></b>
40.	19573 Cleveland Bay Lane
41.	19240 Steeplechase Way
42.	19503 Cleveland Bay Lane
43.	19675 Cleveland Bay Lane
44.	19755 Cleveland Bay Lane
45.	19228 Lipizzan Lane
46.	3901 Paso Fino Way
47.	19766 Cleveland Bay Lane
48.	19442 Connemara Court
49.	19201 Steeplechase Way
50.	19177 Lipizzan Lane
51.	19333 Steeplechase Way
52.	19399 Steeplechase Way
53.	19157 Falabella Lane
54.	19491 Shetland Lane
55.	19311 Steeplechase Way
56.	3883 Jutland Lane
57.	19151 Green Oaks Drive
58.	19162 Falabella Lane
59.	19482 Connemara Court
60.	19586 Connemara Court
61.	4052 Oldenburg Lane
62.	19411 Cleveland Bay Lane
63.	19596 Connemara Court
64.	19247 Falabella Lane
65.	3811 Belgian Lane
66.	19380 Shetland Lane
67.	4092 Paso Fino Way
68.	3826 Breton Lane
69.	3848 Jutland Lane
70.	19668 Cleveland Bay Lane
71.	4081 Paso Fino Way
72.	19207 Green Oaks Drive
73.	19233 Lipizzan Lane
74.	19451 Cleveland Bay Lane
75.	19462 Connemara Court
76.	19159 Lipizzan Lane
77.	19222 Falabella Lane
78.	4077 Oldenburg Lane
79.	4116 Dapple Gray Lane
80.	19300 Green Oaks Drive
81.	3941 Paso Fino Way

	<b><u>Address</u></b>
82.	4001 Paso Fino Way
83.	19656 Morgan Court
84.	4103 Dapple Gray Lane
85.	19562 Cleveland Bay Lane
86.	4041 Paso Fino Way
87.	4007 Oldenburg Lane
88.	4108 Dapple Gray Lane
89.	19582 Cleveland Bay Lane
90.	19400 Cleveland Bay Lane
91.	19124 Falabella Lane
92.	3921 Paso Fino Way
93.	19499 Shetland Lane
94.	19471 Cleveland Bay Lane
95.	4021 Paso Fino Way
96.	19484 Shetland Lane
97.	19491 Cleveland Bay Lane
98.	19204 Lipizzan Lane
99.	4012 Paso Fino Way
100.	19522 Cleveland Bay Lane
101.	19388 Steeplechase Way
102.	19397 Shetland Lane
103.	19636 Morgan Court
104.	19707 Cleveland Bay Lane
105.	4037 Oldenburg Lane
106.	3891 Belgian Lane
107.	3851 Belgian Lane
108.	3886 Jutland Lane
109.	19688 Cleveland Bay Lane
110.	3862 Jutland Lane
111.	19100 Falabella Lane
112.	4055 Oldenburg Lane

# EXHIBIT C

**Notice of Proposed Class Action Settlement  
And Final Approval Hearing Date for Court Approval**

*Kiran Shah et al. v. Pulte Home Corporation, et al.*  
Case No. 30-2014-00731604-CU-CD-CXC

**THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT  
CAREFULLY.**

You May be Entitled to Receive Compensation Under a Proposed  
Class Action Settlement.

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Plaintiffs allege that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes. Defendant has denied, and continues to deny, liability for any of the claims asserted in this Action.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval

The individuals who may be entitled to participate in this class action are those in the following two subclasses (together, referred to as the “Settlement Class”):

1. The Arbitration Owner Subclass, comprised of the 39 present homeowners who purchased their homes directly from Defendant. The Arbitration Owner Subclass are owners of homes that are listed in the attached Exhibit A.
2. The Non-Arbitration Owner Subclass are 112 members of the Class defined as (a) the current owner(s) of a home on the Non-Arbitration Owner Subclass List on Exhibit B, unless (i) the prior owner(s) re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein, **OR** (b) the prior owner(s) who re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein.

You have been identified as a potential Arbitration Owner Subclass member because you are listed as the owner a home listed on Exhibit A.

- **If you are a member of the Settlement Class, your legal rights are affected whether you act or don’t act. Please read this entire notice carefully.**

Questions? Contact Settlement Administrator, \_\_\_\_\_  
Toll Free Telephone (866) 826-2818; [Email Address]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you are a member of the Settlement Class your options are to:

<p>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</p>	<p>If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendant and Plaintiffs' Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 10 and 23, <i>below</i>.</p>
<p>EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE],</p>	<p>You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring and litigate your claims against Defendant in a private arbitration under the terms of the binding arbitration agreement that you entered. While these claims will be litigated in a different forum than the Orange County Superior Court, it can be based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 13-15, <i>below</i>.</p>
<p>OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022</p>	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 18-19, <i>below</i>.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Class Administrator, ILYM, at (866) 826-2818, or [email address] or Settlement Class Counsel, **Bridgford Gleason & Artinian** at (949) 831-6611 or [mike.artinian@bridgfordlaw.com](mailto:mike.artinian@bridgfordlaw.com) .
- The Court still has to decide whether to provide final approval of the settlement. Settlement Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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4. Why is there a settlement?

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## BASIC INFORMATION

### 1. Why did I get this notice?

This lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, was filed on June 30, 2014 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Settlement Class because you are the owner of a home covered by the class and Settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Settlement Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

### 2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC. The case is filed as a "class action." That means that the "Named Plaintiffs," Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel are seeking to act on behalf of all Settlement Class Members. Settlement Class Members own certain homes built by Pulte Home Corporation that contain copper pipes that allegedly are inadequate and defective for the water conditions in Talega, California. Settlement Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and denies that Plaintiff and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has not yet determined whether this action may proceed as a class action for settlement purposes only.

### 3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. A "settlement class" is a class proposed for purposes of a settlement only.

### 4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiff or Defendant. Instead, both sides agreed to the proposed settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

### WHO IS IN THE SETTLEMENT?

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

If you have received this notice, you may fall within the Settlement Class defined on the first page of this Notice.

You have been identified as a potential Arbitration Owner Subclass member because you are the owner of a home listed on Exhibit A.

#### 6. Are there exceptions to being included?

Yes. The Settlement Class does not include persons who opt-out or exclude themselves from the settlement in a timely and correct manner by submitting a written request for exclusion. Questions 13-15 below describe how to opt-out of the Settlement Class and settlement.

### THE SETTLEMENT BENEFITS—WHAT DO I GET?

#### 7. What does the settlement provide?

Defendant will establish a settlement fund totaling \$1,457,250.00. For purposes of distribution, the settlement fund shall be apportioned as follows: (1) \$1,155,483.00 to the eligible Non-Arbitration Owner Subclass Members; and (2) \$307,767.00 to the eligible Arbitration Owner Subclass Members.

The settlement fund will provide payment for the following: (a) payments to all the Settlement Class Members, (b) the expense of administration of the settlement incurred by the Class Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Settlement Class Counsel. After payment of settlement administration expenses, the Class Representatives' incentives, and Settlement Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Settlement Class Members as described in Question 9 below.

The parties will request Court approval for the payment of expenses actually incurred by the Class Administrator from the settlement fund, up to a maximum of \$29,000.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$13,000.00 collectively for Kiran Shah and Hemangini Patel, and \$7,000.00 collectively for Joseph and Patricia Michel) for their efforts. Settlement Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$485,750.00) and litigation expenses not to exceed \$20,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

8. Why are the Arbitration Owner Subclass and Non-Arbitration Owner Subclass Members receiving different amounts under the terms of the settlement?

Under the terms of the Settlement, an eligible Arbitration Owner Subclass Member will receive 75% of the amount that will be allotted to an eligible Non-Arbitration Owner Subclass Member.

The reason that the Arbitration Owner Subclass Member will receive a slightly smaller amount is that their claims are subject to a binding arbitration – in other words, if the claims are not settled, the Arbitration Owner Subclass Members' claims will be determined by a private Arbitrator and not in a Court of Law. Under the Settlement, Settlement Class Counsel deem the claims to be adjudicated in Arbitration to have less value because: (1) the homeowners in arbitration will not be able to take advantage of all of the favorable rulings that the class members obtained in this Court actions; (2) the homeowners in arbitration will not have the same protections of appellate review from an adverse ruling made by an Arbitrator; and (3) the case cannot be litigated as a class action and there are individual expenses that the homeowner in arbitration may have to incur that would otherwise be distributed amongst members of the class.

9. How much can I receive if I am part of the Arbitration Owner Subclass under the terms of the settlement?

To determine the amount that an Arbitration Owner Subclass Member receives, the Settlement effectively provides for: (1) first determining the net settlement amount by deducting all of the court approved attorneys' fees, litigation expenses, Class Representative incentives and class administration costs from the gross settlement amount; (2) then, the net settlement amount is divided between the Arbitration Owner Subclass and the Non-Arbitration Owner Subclass based upon their relative interests in the settlement; and (3) then, an even apportionment of the net amounts for each member of the Non-Arbitration Owner Subclass Member.

Based upon the cumulative shares apportioned for the Arbitration Owner Subclass of 29.25 shares (out of a total of 141.25 shares), the Arbitration Owner Subclass will cumulatively receive 20.707977% of the net Settlement Fund. Based upon the cumulative shares apportioned for the Non-Arbitration Owner Subclass of 112 shares (out of a total of 141.25 shares), the Non-Arbitration Owner Subclass will cumulatively receive 79.292023% of the net Settlement Fund.

The following example for the amount a member of the Arbitration Owner Subclass will receive is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Settlement Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

For the Arbitration Owner Subclass. There are 39 homeowners in the Arbitration Owner Subclass. If the Court approves the maximum permissible request for settlement administration expenses (\$29,000.00), the Class Representatives' incentives (\$20,000.00), and Settlement Class Counsel's attorneys' fees and litigation expenses (\$505,750.00), the net settlement fund amount would be \$902,500.00. The Arbitration Owner Subclass would have 20.707977% of the

Net Fund to distribute, or approximately \$186,889.50. Each of the 39 Arbitration Owner Subclass members would receive approximately \$4,792.04.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.█.com](http://www.█.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at █, toll-free, or by e-mail at [email address].

#### 10. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Settlement Class Member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the homes identified on Exhibit A, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Settlement Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.█.com](http://www.█.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at █, toll-free, or by e-mail at [email address].

Unless you exclude yourself, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

### HOW TO GET A PAYMENT

#### 11. How can I receive my settlement payment?

If you are a member of the Arbitration Owner Subclass, you will receive payment if the settlement is approved by the Court and you do not opt-out. There is nothing further that you need to do.

You will receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final.

Please contact the Class Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Settlement Class Members only after the Court grants “final approval” of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is \_\_\_\_\_, or \_\_\_\_\_ days after the date presently set for the final approval hearing.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue the Defendant over the legal issues in this case, or if you do not wish to participate in the settlement for any other reason, you must take steps to exclude yourself from the settlement. This is sometimes called “opting-out” of the settlement.

13. If I exclude myself, can I get anything from the settlement?

No. If you opt out of the settlement you will not receive any settlement payment and you cannot object to the settlement or appear at the final approval hearing. By opting out of the settlement, you will not release any claims which otherwise would be released by the settlement and you will not be bound by any judgment or orders of the Court in approving the settlement.

You will retain whatever rights or claims you may have, if any, against Defendant, and you will be free to continue or pursue your own lawsuit against Defendant, if you choose to do so. Please be advised that since you entered a binding arbitration agreement, your claims must be adjudicated in a private arbitration and not the Orange County Superior Court, nor can your claims be litigated as a class action.

If you wish to exclude yourself from the settlement, you are strongly advised to obtain the advice of counsel.

14. If I don't exclude myself, can I sue later?

No. Unless you timely and validly exclude yourself from the settlement by the deadline of [60-day deadline], 2023, you will give up the right to sue Defendants for the claims that this Settlement releases and resolves.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Class Administrator with a postmark no later than [60-day date], 2022, addressed to:

<b>CLASS ADMINISTRATOR</b>
<b>ILYM</b>

You cannot exclude yourself from the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. If you submitted a timely yet insufficient request for exclusion, the Class Administrator will contact you. We ask that you cooperate with the Class Administrator to achieve your desired result in connection with this settlement.

Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the settlement and any final judgment and orders of the Court entered in this lawsuit if the settlement is approved, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

### **THE LAWYERS REPRESENTING YOU**

#### 16. Do I have a lawyer in the case?

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Settlement Class as “Settlement Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

#### 17. How will the costs of the lawsuit and settlement be paid?

Settlement Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$505,750.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Settlement Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Settlement Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Settlement Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$29,000.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Settlement Class Counsels' fees and expenses, the Class Representative's incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

### OBJECTING TO THE SETTLEMENT

If you do not request to be excluded (opt out), you can tell the Court if you don't agree with the settlement or any part of it.

#### 18. How do I tell the Court if I don't agree with the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don't agree with any part of it and don't think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must submit a written letter to the Class Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

You must mail your objection, and any supporting records, to the Class Administrator, postmarked no later than **[60-day date]**, \_\_\_\_\_, addressed to:

<b>CLASS ADMINISTRATOR</b>
<b>ILYM</b>

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Class Administrator.

If you do not properly submit a timely written objection, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be

considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the final approval hearing.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the Settlement Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a Settlement Class Member; (ii) be subject to the orders and judgment of the Court; and (iii) will still participate in the settlement if it is approved by the Court. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing at 2:00 **pm** (PST) on [REDACTED], 2023, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 21-22, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Settlement Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no Settlement Class Member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

22. May I speak at the hearing?

Any Settlement Class Member who does not request exclusion and timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the final approval hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Class Administrator, postmarked no later than **[60-day date]**, \_\_\_\_\_, addressed to:

CLASS ADMINISTRATOR
<b>ILYM</b>

You cannot request to speak at the final approval hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

#### **IF YOU DO NOTHING**

23. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

#### **GETTING MORE INFORMATION**

24. How do I get more information?

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Class Administrator, or contact Settlement Class Counsel, all at no charge to you.

#### **To Visit the Settlement Website:**

www.\_\_\_\_\_.com

**To Contact the Class Administrator:**

Toll Free Number: [REDACTED]

Email: [REDACTED]

**Contact the Attorneys for the Settlement Class:**

Richard K. Bridgford, Esq.  
Michael H. Artinian, Esq.  
Bridgford, Gleason & Artinian  
26 Corporate Plaza, Suite 250  
Newport Beach, CA 92660  
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.  
Kabateck LLP  
633 West Fifth Street, Suite 3200  
Los Angeles, CA 90017  
rlk@kbklawyers.com

**PLEASE DO NOT CONTACT DEFENDANT OR THE COURT WITH ANY  
QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT D

## Notice of Proposed Class Action Settlement And Final Approval Hearing Date for Court Approval

*Kiran Shah et al. v. Pulte Home Corporation, et al.*  
Case No. 30-2014-00731604-CU-CD-CXC

### **THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT CAREFULLY.**

#### You May be Entitled to Receive Compensation Under a Proposed Class Action Settlement.

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Plaintiffs allege that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes. Defendant has denied, and continues to deny, liability for any of the claims asserted in this Action.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval

The individuals who may be entitled to participate in this class action are those in the following two subclasses (together, referred to as the “Settlement Class”):

1. The Arbitration Owner Subclass, comprised of the 39 present homeowners who purchased their homes directly from Defendant.
2. The Non-Arbitration Owner Subclass are 112 members of the Class defined as (a) the current owner(s) of a home on the Non-Arbitration Owner Subclass List on Exhibit B, unless (i) the prior owner(s) re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein, **OR** (b) the prior owner(s) who re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein.

You have been identified as a potential Non-Arbitration Owner Subclass member because you are listed in the chain of title for a home listed on Exhibit B, attached.

- **If you are a member of the Settlement Class, your legal rights are affected whether you act or don’t act. Please read this entire notice carefully.**

Questions? Contact Class Administrator, \_\_\_\_\_  
Toll Free Telephone (866) 826-2818; [Email Address]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you are a member of the Settlement Class your options are to:

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendant and Plaintiffs' Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 9-12 and 25, <i>below</i> .
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE], _____,	You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against Defendant based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 15-17, <i>below</i> .
OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 20-22, <i>below</i> .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Class Administrator, ILYM, at (866) 826-2818, or [email address] or Settlement Class Counsel, Bridgford Gleason & Artinian at (949) 831-6611 or [mike.artinian@bridgfordlaw.com](mailto:mike.artinian@bridgfordlaw.com).
- The Court still has to decide whether to provide final approval of the settlement. Settlement Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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## BASIC INFORMATION

### 1. Why did I get this notice?

This lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, was filed on June 30, 2014 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Settlement Class because you are in the chain of title for the homes included within the homes covered by the class and Settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Settlement Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

### 2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC. The case is filed as a "class action." That means that the "Named Plaintiffs," Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel are seeking to act on behalf of all Settlement Class Members. Settlement Class Members own certain homes built by Pulte Home Corporation that contain copper pipes that allegedly are inadequate and defective for the water conditions in Talega, California. Settlement Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and denies that Plaintiff and the Settlement Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has not yet determined whether this action may proceed as a class action.

### 3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. A "settlement class" is a class proposed for purposes of settlement only.

### 4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiff or Defendant. Instead, both sides agreed to the proposed settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Settlement Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

### WHO IS IN THE SETTLEMENT?

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

If you have received this notice, you may fall within the Settlement Class defined on the first page of this Notice.

You have been identified as a potential Non-Arbitration Owner Subclass member because you are listed in the chain of title for a home listed on Exhibit B.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include persons who opt-out or exclude themselves from the settlement in a timely and correct manner by submitting a written request for exclusion. Questions 15-17 below describe how to opt-out of the Settlement Class and settlement.

7. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Settlement?

If you are a prior owner of a home listed in Exhibit B and you replaced your copper pipes with PEX or epoxy coatings, you must fill out and submit a Prior Owner Verification Form attached hereto and submit it to the Class Administrator on or before [REDACTED].

8. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

No. The Settlement Class Members are only those individuals who: (a) presently own a home listed in Exhibit B and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a home listed in Exhibit B and replaced the copper pipes in the home with PEX or epoxy coatings.

### THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

Defendant will establish a settlement fund totaling \$1,457,250.00. For purposes of distribution, the settlement fund shall be apportioned as follows: (1) \$1,155,483.00 to the eligible Non-Arbitration Owner Subclass Members; and (2) \$307,767.00 to the eligible Arbitration Owner Subclass Members.

The settlement fund will provide payment for the following: (a) payments to all the Settlement Class Members, (b) the expense of administration of the settlement incurred by the Class Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Settlement Class Counsel. After payment of settlement administration expenses, the Class Representatives' incentives, and Settlement Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Settlement Class Members as described in Question 12 below.

The parties will request Court approval for the payment of expenses actually incurred by the Class Administrator from the settlement fund, up to a maximum of \$29,000.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$13,000.00 collectively for Kiran Shah and Hemangini Patel, and \$7,000.00 collectively for Joseph and Patricia Michel) for their efforts. Settlement Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$485,750.00) and litigation expenses not to exceed \$20,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

10. Why are the Arbitration Owner Subclass and Non-Arbitration Owner Subclass Members receiving different amounts under the terms of the settlement?

Under the terms of the Settlement, an eligible Arbitration Owner Subclass Member will receive 75% of the amount that will be allotted to an eligible Non-Arbitration Owner Subclass Member.

The reason that the Arbitration Owner Subclass Member will receive a slightly smaller amount is that their claims are subject to a binding arbitration – in other words, if the claims are not settled, the Arbitration Owner Subclass Members' claims will be determined by a private Arbitrator and not in a Court of Law. Under the Settlement, Settlement Class Counsel deem the claims to be adjudicated in Arbitration to have less value because: (1) the homeowners in arbitration will not be able to take advantage of all of the favorable rulings that the class members obtained in this Court actions; (2) the homeowners in arbitration will not have the same protections of appellate review from an adverse ruling made by an Arbitrator; and (3) the case cannot be litigated as a class action and there are individual expenses that the homeowner in arbitration may have to incur that would otherwise be distributed amongst members of the class.

11. How much can I receive if I am part of the Non-Arbitration Owner Subclass under the terms of the settlement?

To determine the amount that a Non-Arbitration Owner Subclass Member receives, the Settlement effectively provides for: (1) first determining the net settlement amount by deducting all of the court approved attorneys' fees, litigation expenses, Class Representative incentives and class administration costs from the gross settlement amount; (2) then, the net settlement amount is divided between the Arbitration Owner Subclass and the Non-Arbitration Owner Subclass based upon their relative interests in the settlement; and (3) then, an even apportionment of the net amounts for each member of the Non-Arbitration Owner Subclass Member.

Based upon the cumulative shares apportioned for the Arbitration Owner Subclass of 29.25 shares (out of a total of 141.25 shares), the Arbitration Owner Subclass will cumulatively receive 20.707977% of the net Settlement Fund. Based upon the cumulative shares apportioned for the Non-Arbitration Owner Subclass of 112 shares (out of a total of 141.25 shares), the Non-Arbitration Owner Subclass will cumulatively receive 79.292023% of the net Settlement Fund.

The following example for the amount a member of the Non-Arbitration Owner Subclass will receive is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Settlement Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

For the Non-Arbitration Owner Subclass. There are 112 homeowners in the Non-Arbitration Owner Subclass. If the Court approves the maximum permissible request for settlement administration expenses (\$29,000.00), the Class Representatives' incentives (\$20,000.00), and Settlement Class Counsel's attorneys' fees and litigation expenses (\$505,750.00), the net settlement fund amount would be \$902,500.00. The Non-Arbitration Owner Subclass would have 79.292023% of the Net Fund to distribute, or approximately \$715,610.50. Each of the 112 Non-Arbitration Owner Subclass members would receive approximately \$6,389.80.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at \_\_\_\_\_, toll-free, or by e-mail at [email address].

## 12. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Settlement Class Member who did not opt out will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the homes identified on Exhibit B, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Settlement Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at \_\_\_\_\_, toll-free, or by e-mail at [email address].

Unless you exclude yourself, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

## HOW TO GET A PAYMENT

### 13. How can I receive my settlement payment?

If you are a prior owner who has replaced the copper pipes with PEX or epoxy coatings, you must submit the Prior Owner Verification Form to the Class Administrator by \_\_\_\_\_.

If you are a present owner and no prior owner submits a Prior Owner Verification Form, you do not need to do anything to participate in the settlement. You will then receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final. In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Class Administrator shall provide you with written notice: (a) that a prior owner has submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit a written verification that the home had copper pipes (without any epoxy coating) at the time the present owner obtained title to the home.

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Class Administrator who shall forward such writings to Judge Nancy Wieben Stock (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Judge Sundvold's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Class Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

### 14. When will I get my payment?

Settlement payment checks will be mailed to the Settlement Class Members only after the Court grants "final approval" of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is \_\_\_\_\_, or \_\_\_\_\_ days after the date presently set for the final approval hearing.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant over the legal issues in this case, or if you do not wish to participate in the settlement for any other reason, you must take steps to exclude yourself from the settlement. This is sometimes called "opting-out" of the settlement.

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

No. If you opt out of the settlement you will not receive any settlement payment and you cannot object to the settlement or appear at the fairness hearing. By opting out of the settlement, you will not release any claims which otherwise would be released by the settlement and you will not be bound by any judgment or orders of the Court in approving the settlement. You will retain whatever rights or claims you may have, if any, against Defendant, and you will be free to continue or pursue your own lawsuit against Defendant, if you choose to do so.

If you wish to exclude yourself from the settlement, you are strongly advised to obtain the advice of counsel.

16. If I don't exclude myself, can I sue later?

No. Unless you timely and validly exclude yourself from the settlement by the deadline of [60-day deadline], 2023, you will give up the right to sue Defendants for the claims that this Settlement releases and resolves.

17. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Class Administrator with a postmark no later than [60-day date], 2022, addressed to:

CLASS ADMINISTRATOR
ILYM

You cannot exclude yourself from the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. If you submitted a timely yet insufficient request for exclusion, the Class Administrator will contact you. We ask that you cooperate with the Class Administrator to achieve your desired result in connection with this settlement.

Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the settlement and any final judgment and orders of the Court entered in this lawsuit if the settlement is approved, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

## THE LAWYERS REPRESENTING YOU

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

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Settlement Class as “Settlement Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

### 19. How will the costs of the lawsuit and settlement be paid?

Settlement Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$505,750.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Settlement Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Settlement Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Settlement Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$29,000.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Settlement Class Counsels’ fees and expenses, the Class Representatives’ incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

### OBJECTING TO THE SETTLEMENT

If you do not request to be excluded (opt out), you can tell the Court if you don’t agree with the settlement or any part of it.

### 20. How do I tell the Court if I don’t agree with the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don’t agree with any part of it and don’t think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must submit a written letter to the Class Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of

California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

You must mail your objection, and any supporting records, to the Class Administrator, postmarked no later than **[60-day date]**, \_\_\_\_\_, addressed to:

<b>CLASS ADMINISTRATOR</b>
<b>ILYM</b>

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Class Administrator.

If you do not properly submit a timely written objection, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the fairness hearing.

#### 21. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the Settlement Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a Settlement Class Member; (ii) be subject to the orders and judgment of the Court; and (iii) will still participate in the settlement if it is approved by the Court. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

#### **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval s hearing at 2:00 pm (PST) on \_\_\_\_\_, 2023, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the fairness hearing (see Questions 23-24, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

23. Do I have to come to the hearing?

No. Settlement Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the fairness hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no Settlement Class Member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

24. May I speak at the hearing?

Any Settlement Class Member who does not request exclusion and timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the fairness hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Class Administrator, postmarked no later than [60-day date], \_\_\_\_\_, addressed to:

CLASS ADMINISTRATOR
ILYM

You cannot request to speak at the fairness hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

## IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

## GETTING MORE INFORMATION

26. How do I get more information?

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Class Administrator, or contact Settlement Class Counsel, all at no charge to you.

### To Visit the Settlement Website:

www. [REDACTED].com

### To Contact the Class Administrator:

Toll Free Number: [REDACTED]

Email: [REDACTED]

### Contact the Attorneys for the Settlement Class:

Richard K. Bridgford, Esq.  
Michael H. Artinian, Esq.  
Bridgford, Gleason & Artinian  
26 Corporate Plaza, Suite 250  
Newport Beach, CA 92660  
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.  
Kabateck LLP  
633 West Fifth Street, Suite 3200  
Los Angeles, CA 90017  
rlk@kbklawyers.com

**PLEASE DO NOT CONTACT DEFENDANT OR THE COURT WITH ANY QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT E

**REQUEST FOR EXCLUSION FROM CLASS ACTION**

***Kiran Shah et al. v. Pulte Home Corporation, et al.***  
***Case No. 30-2014-00731604-CU-CD-CXC***

To: Class Administrator

))))

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

\_\_\_\_\_, requests to be excluded from the class in the above-entitled  
*(State)*

matter, as permitted by notice of the court to class members dated \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name of member*

\_\_\_\_\_  
*Signature*

# EXHIBIT F

**PRIOR OWNER VERIFICATION FORM**

***Kiran Shah et al. v. Pulte Home Corporation, et al.***  
***Case No. 30-2014-00731604-CU-CD-CXC***

To: Class Administrator

[Address. Etc.]

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

do hereby certify that I was a prior owner of \_\_\_\_\_ and I had paid  
*(address of home in class)*

for the replacement of the copper pipes of that home with PEX/Epoxy Coating. Attached is proof of payment for replacement. In the event that there is need for more information regarding the foregoing, I can be contacted at \_\_\_\_\_ or \_\_\_\_\_.  
*(telephone number) (email address)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Signature*

# EXHIBIT G

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE**

KIRAN SHAH and HEMANGINI PATEL;  
ANTHONY GODFREY and NAOMI  
GODFREY; VICTOR GUDZUNAS and  
JULIE GUDZUNAS; EYNALD DUARTE  
and MADELEINE DUARTE, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

vs.

PULTE HOME CORPORATION, a  
Corporation; MUELLER INDUSTRIES,  
INC., a Corporation, and DOES 1-100,

Defendants.

AND RELATED CROSS-CLAIMS.

CASE NO. 30-2014-00731604-CU-CD-CXC

Assigned for all purposes to:  
Hon. Peter Wilson  
Dept: CX-101

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

**Hearing Date:** \_\_\_\_\_, 2023  
**Time:** 2:00 p.m.  
**Dept.:** CX-101

Complaint Filed: June 30, 2014

WHEREAS, Plaintiffs and Class Representatives Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel (“Plaintiffs”) and Defendant Pulte Home Corporation (“Defendant”) have reached a proposed settlement and compromise of the disputes between them in the above actions, which is embodied in the Settlement Agreement filed with the Court;

WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement (the “Settlement Agreement”);

WHEREAS, the Court has preliminarily considered the Settlement to determine, among

1 other things, whether the Settlement is sufficient to warrant the issuance of notice to members of  
2 the Settlement Class (as defined below);

3 AND NOW, the Court, having read and considered the Settlement Agreement and  
4 accompanying documents and the motion for preliminary settlement approval and supporting  
5 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on  
6 Preliminary approval of the Settlement on \_\_\_\_\_, IT IS HEREBY ORDERED AS  
7 FOLLOWS:

8 1. The Court has jurisdiction over the subject matter of the Action, the Class  
9 Representatives, Defendants, and all Settlement Class Members.

10 2. The Court grants preliminary approval of the terms and conditions  
11 contained in the Settlement Agreement. The Court preliminarily finds that the terms of the  
12 Settlement Agreement are within the range of possible approval at the Final Approval Hearing.

13 3. The Court preliminarily finds that the Settlement Agreement was the  
14 product of serious, informed, non-collusive negotiations conducted at arms' length by the parties.  
15 In making this preliminary finding, the Court considered the nature of the claims, the amounts and  
16 kinds of benefits paid in settlement, the allocation of settlement proceeds among the class  
17 members, and the fact that a settlement represents a compromise of the Parties' respective positions  
18 rather than the result of a finding of liability at trial.

19 4. The Court further preliminarily finds that the terms of the Settlement  
20 Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any  
21 individual class member.

22 5. Subject to further consideration by the Court at the time of the Final  
23 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and  
24 adequate to the Settlement Class, as falling within the range of possible final approval, as being  
25 the product of informed, arm's length negotiation by counsel, as meriting submission to the  
26 Settlement Class for its consideration.

27 6. For purposes of the proposed Settlement only, and conditioned upon the  
28

1 Agreement receiving final approval following the final approval hearing and that order becoming  
2 final, the Court certifies the Settlement Class comprised of two subclasses as follows:

3 a. The Arbitration Owner Subclass, comprised of the 39 present  
4 homeowners who purchased their homes directly from Defendant.  
5 The Arbitration Owner Subclass are owners of homes that are listed  
6 is attached as Exhibit A to the Settlement Agreement.

7  
8 b. The Non-Arbitration Owner Subclass are 112 members of the  
9 Settlement Class defined as (a) the current owner(s) of a home on  
10 the Non-Arbitration Owner Subclass List on Exhibit B to the  
11 Settlement, unless (i) the prior owner(s) re-piped the entire home  
12 with PEX or an epoxy coating and submits the Prior Owner Re-  
13 Piping Form as provided in Section 4.4 of this Agreement, subject  
14 to the dispute procedures set forth therein, **OR** (b) the prior  
15 owner(s) who re-piped the entire home with PEX or an epoxy  
16 coating and submits the Prior Owner Re-Piping Form as provided  
17 in Section 4.4 of this Agreement, subject to the dispute procedures  
18 set forth therein. The Non-Arbitration Owner Subclass List is  
19 attached as Exhibit B to the Settlement Agreement.

20 7. Plaintiffs and Settlement Class Counsel are authorized to enter into the  
21 Settlement Agreement on behalf of the Settlement Class, subject to final approval by this Court of  
22 the Settlement. Plaintiffs and Settlement Class Counsel are authorized to act on behalf of the  
23 Settlement Class with respect to all acts required by the Settlement Agreement or such other acts  
24 which are reasonably necessary to consummate the proposed Settlement set forth in the Settlement  
25 Agreement.

26 8. The Court approves ILYM Group Inc. (“ILYM”) as Class Administrator to  
27 administer the notice and claims procedures of the Settlement for the purpose of administering the  
28 proposed Settlement and performing all other duties and obligations of the Settlement

1 Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as may  
2 otherwise be ordered by the Court, with the understanding that ILYM's compensation will be  
3 capped at \$29,000.00.

4 9. The Court approves the appointment of Bridgford, Gleason & Artinian;  
5 Kabateck LLP; and McNicholas & McNicholas as counsel for the proposed Settlement Class;

6 10. The Court appoints named Plaintiffs Kiran Shah, Hemangini Patel, Joseph  
7 Michel and Patricia Michel as Class Representatives of the proposed Settlement Class;

8 11. The Court approves, as to form and content, the two different Settlement  
9 Notices: (a) the first for the Arbitration Owner Subclass who are comprised of present owners who  
10 purchased the homes covered by the class definition from Defendant (attached as Exhibit "C" to  
11 the Settlement Agreement; and (b) the second for the Non-Arbitration Owner Subclass who are  
12 comprised of owners covered by the class definition who are not in the Arbitration Owner Subclass  
13 (attached to the Settlement Agreement as Exhibit "D"). The Court hereby instructs the Settling  
14 Parties to proceed with Class Notice in the manner and on the schedule set forth in the Settlement  
15 Agreement as follows:

16 a. The Class Administrator shall serve by U.S. Mail:

17 i. To the members of the Arbitration Owner Subclass:

18 1. The Settlement Notice version attached as Exhibit "C"  
19 to the Settlement Agreement; and

20 2. The Request for Exclusion Form;

21 ii. To the potential members of the Non-Arbitration Owner  
22 Subclass (*i.e.*, individuals in the chain of title for the class homes  
23 listed in Exhibit "A" to the Settlement Agreement who were  
24 NOT member of the Arbitration Owner Subclass):

25 1. The Settlement Notice version attached as Exhibit "D"  
26 to the Settlement Agreement;

27 2. The Request for Exclusion Form; and  
28



1 c. For a present owner of a home on the Arbitration Owner Subclass List  
2 to be included as a Settlement Class Member:

3 i. The present owner must not submit a Request for Exclusion  
4 Form.

5 d. For all Notice papers returned as undeliverable or changed address, the  
6 Class Administrator shall re-send the Notice documents after a skip-  
7 trace.

8 12. In order to facilitate printing and dissemination of the Settlement Notice,  
9 the Class Administrator and Parties may change the format, but not the content, of the  
10 Settlement Notice, without further Court order, so long as the legibility is not adversely  
11 impacted. The Class Administrator and Parties may also, without further Court order, insert the  
12 information specified in the blank places provided in the Settlement Notice.

13 13. Within ten (10) business days of Preliminary Approval, the Parties shall  
14 provide the Class Administrator with the addresses of all homes that are included within the  
15 definition of the Settlement Class.

16 14. The Class Administrator must complete the notice mailing within thirty (30)  
17 calendar days of preliminary approval being granted, in envelopes marked “Personal and  
18 Confidential.”

19 15. By the time of filing of the final settlement approval motion, the Settlement  
20 Administrator shall provide, and Plaintiff shall file proof, by affidavit or declaration, of the mailing  
21 of the Settlement Notice in the form and manner provided in the Agreement and in this Preliminary  
22 Approval Order.

23 16. The Class Administrator must also create a dedicated website for this  
24 Settlement, which will provide a portal for electronic submission of Request for Exclusion Forms,  
25 Prior Owner Verification Forms and any Objections to the Settlement. The dedicated website shall  
26 also make available the Settlement Agreement, the pleadings submitted in support of preliminary  
27 approval, approval of attorneys’ fees, costs and Class Representative enhancements, and final  
28 approval. The dedicated website shall also make available all Orders by this Court with respect to

1 aforesaid motions.

2           17.     The Court finds that the Parties' plan for providing notice to the Settlement  
3 Class described in the Settlement Agreement complies fully with the requirements of due process  
4 and all other applicable provisions of law, including *California Code of Civil Procedure* §382,  
5 *California Civil Code* §1781, *California Rules of Court*, Rules 3.766 and 3.769, the California and  
6 United States Constitutions, and all other applicable law., and any other applicable law and  
7 constitutes the best notice practicable under the circumstances and shall constitute due and  
8 sufficient notice to the Settlement Class, the terms of the Settlement Agreement, and the Final  
9 Approval Hearing.

10           18.     Any member of the Settlement Class who desires to be excluded from the  
11 Settlement Class, and therefore not bound by the terms of the Settlement Agreement, must submit  
12 to the Class Administrator, pursuant to the instructions set forth in the Notice, a timely and valid  
13 Request for Exclusion (attached as Exhibit E to the Settlement Agreement).

14           19.     Members of the Settlement Class shall have sixty (60) days from the Notice  
15 Date to submit objections and/or requests for exclusion. The Class Administrator shall prepare and  
16 deliver to Settlement Class Counsel, who shall file with the Court, a final report stating the total  
17 number of Settlement Class members who have submitted timely and valid Requests for Exclusion  
18 from the Settlement Class, and the names of such individuals. The final report shall be filed with  
19 the Court within seven (7) business days of the expiration of the deadline to submit objections  
20 and/or requests for exclusion.

21           20.     The deadline to file the motion for final approval of the Settlement and  
22 Settlement Class Counsel's fee application shall be twenty-four (24) calendar days prior to the  
23 Final Approval Hearing date of \_\_\_\_\_.

24           21.     Responses to any objections received shall be filed with the Court no later  
25 than twenty-four (24) calendar days prior to the Final Approval Hearing, and Plaintiffs' responses  
26 may be included in their motion for final approval.

27           22.     Any member of the Settlement Class who is eligible to (and so chooses) to  
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1 be excluded shall not be entitled to receive any of the benefits of the Settlement Agreement, shall  
2 not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be  
3 entitled to object to the Settlement Agreement or appear at the Final Approval Hearing. The names  
4 of all persons timely submitting valid Requests for Exclusion shall be provided to the Court.

5           23. Any member of the Settlement Class may appear at the Final Approval  
6 Hearing, in person or by counsel, and may be heard, to the extent allowed by the Court, in support  
7 of or in opposition to, the fairness, reasonableness, and adequacy of the Settlement, the application  
8 for an award of attorneys' fees, costs, and expenses to Settlement Class Counsel, and any  
9 compensation to be awarded to the Class Representatives.

10           24. Any Settlement Class Member who does not make an objection in the time  
11 and manner provided shall be deemed to have waived such objection and forever shall be  
12 foreclosed from making any objection to the fairness or adequacy of the proposed settlement as  
13 incorporated in the Settlement Agreement, the payment of attorneys' fees and costs, or the Final  
14 Approval Order and Judgment.

15           25. Pending the final determination of whether the Settlement should be  
16 approved, all pre-trial proceedings in the instant case are stayed. If the Settlement is terminated or  
17 final approval does not for any reason occur, the stay shall be immediately terminated.

18           26. A Final Approval Hearing shall be held before this Court at **2:00 p.m. on**  
19 \_\_\_\_\_ in Dept. CX-101 of the Orange County Superior Court, to address: (a) whether  
20 the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether  
21 the Final Approval Order and Judgment should be entered; and (b) whether Settlement Class  
22 Counsel's application for attorneys' fees, costs, expenses and incentive awards should be  
23 approved. The date and time of the Final Approval Hearing shall be set forth in the Settlement  
24 Class Notice. The Court retains jurisdiction to consider all further applications arising out of or in  
25 connection with the Settlement Agreement.

26           27. If the Settlement is finally approved by the Court, the Court shall retain  
27 jurisdiction over the Settling Parties, the Settlement Class Members, and this Action, only with  
28 respect to matters arising out of, or in connection with, the Settlement, and may issue such orders

1 as necessary to implement the terms of the Settlement. The Court may approve the Settlement,  
2 with such modifications as may be agreed to by Class Representatives, Settlement Class Counsel,  
3 and Defendants, without further notice to the Settlement Class Members.

4 **IT IS SO ORDERED.**

5  
6 Dated:

7 \_\_\_\_\_

8 JUDGE OF THE ORANGE COUNTY SUPERIOR COURT  
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# EXHIBIT B

**Notice of Proposed Class Action Settlement  
And Final Approval Hearing Date for Court Approval**

*Kiran Shah et al. v. Pulte Home Corporation, et al.*  
Case No. 30-2014-00731604-CU-CD-CXC

**THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT  
CAREFULLY.**

You May be Entitled to Receive Compensation Under a Proposed  
Class Action Settlement.

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Plaintiffs allege that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes. Defendant has denied, and continues to deny, liability for any of the claims asserted in this Action.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval

The individuals who may be entitled to participate in this class action are those in the following two subclasses (together, referred to as the “Settlement Class”):

1. The Arbitration Owner Subclass, comprised of the 39 present homeowners who purchased their homes directly from Defendant. The Arbitration Owner Subclass are owners of homes that are listed in the attached Exhibit A.
2. The Non-Arbitration Owner Subclass are 112 members of the Class defined as (a) the current owner(s) of a home on the Non-Arbitration Owner Subclass List on Exhibit B, unless (i) the prior owner(s) re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein, **OR** (b) the prior owner(s) who re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein.

You have been identified as a potential Arbitration Owner Subclass member because you are listed as the owner a home listed on Exhibit A.

- **If you are a member of the Settlement Class, your legal rights are affected whether you act or don’t act. Please read this entire notice carefully.**

Questions? Contact Settlement Administrator, \_\_\_\_\_  
Toll Free Telephone (866) 826-2818; [Email Address]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you are a member of the Settlement Class your options are to:

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendant and Plaintiffs' Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 10 and 23, <i>below</i> .
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE],	You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring and litigate your claims against Defendant in a private arbitration under the terms of the binding arbitration agreement that you entered. While these claims will be litigated in a different forum than the Orange County Superior Court, it can be based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 13-15, <i>below</i> .
OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 18-19, <i>below</i> .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Class Administrator, ILYM, at (866) 826-2818, or [email address] or Settlement Class Counsel, **Bridgford Gleason & Artinian** at (949) 831-6611 or [mike.artinian@bridgfordlaw.com](mailto:mike.artinian@bridgfordlaw.com) .
- The Court still has to decide whether to provide final approval of the settlement. Settlement Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

**BASIC INFORMATION..... PAGE 4**

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT? .....PAGE 5**

5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?

**THE SETTLEMENT BENEFITS—WHAT DO I GET?.....PAGE 6**

7. What does the settlement provide?
8. Why are the Arbitration Owner Subclass and Non-Arbitration Owner Subclass Members receiving different amounts under the terms of the settlement?
9. How much can I receive if I am part of the Arbitration Owner Subclass under the terms of the settlement?
10. What am I giving up in exchange for the settlement benefits?

**HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM .....PAGE 8**

11. How can I receive my settlement payment?
12. When will I get my payment?

**EXCLUDING YOURSELF FROM THE SETTLEMENT .....PAGE 7**

13. If I exclude myself, can I get anything from the settlement?
14. If I don't exclude myself, can I sue later?
15. How do I get out of the settlement?

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

16. Do I have a lawyer in the case?
17. How will the costs of the lawsuit and settlement be paid?

**OBJECTING TO THE SETTLEMENT .....PAGE 10**

18. How do I tell the Court if I don't agree with the settlement?
19. What's the difference between objecting and excluding?

**THE COURT'S FINAL APPROVAL HEARING.....PAGE 11**

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

**IF YOU DO NOTHING.....PAGE 13**

23. What happens if I do nothing at all?

**GETTING MORE INFORMATION .....PAGE 13**

24. How do I get more information?

## BASIC INFORMATION

### 1. Why did I get this notice?

This lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, was filed on June 30, 2014 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Settlement Class because you are the owner of a home covered by the class and Settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Settlement Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

### 2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC. The case is filed as a "class action." That means that the "Named Plaintiffs," Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel are seeking to act on behalf of all Settlement Class Members. Settlement Class Members own certain homes built by Pulte Home Corporation that contain copper pipes that allegedly are inadequate and defective for the water conditions in Talega, California. Settlement Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and denies that Plaintiff and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has not yet determined whether this action may proceed as a class action for settlement purposes only.

### 3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. A "settlement class" is a class proposed for purposes of a settlement only.

### 4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiff or Defendant. Instead, both sides agreed to the proposed settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

### WHO IS IN THE SETTLEMENT?

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

If you have received this notice, you may fall within the Settlement Class defined on the first page of this Notice.

You have been identified as a potential Arbitration Owner Subclass member because you are the owner of a home listed on Exhibit A.

#### 6. Are there exceptions to being included?

Yes. The Settlement Class does not include persons who opt-out or exclude themselves from the settlement in a timely and correct manner by submitting a written request for exclusion. Questions 13-15 below describe how to opt-out of the Settlement Class and settlement.

### THE SETTLEMENT BENEFITS—WHAT DO I GET?

#### 7. What does the settlement provide?

Defendant will establish a settlement fund totaling \$1,457,250.00. For purposes of distribution, the settlement fund shall be apportioned as follows: (1) \$1,155,483.00 to the eligible Non-Arbitration Owner Subclass Members; and (2) \$307,767.00 to the eligible Arbitration Owner Subclass Members.

The settlement fund will provide payment for the following: (a) payments to all the Settlement Class Members, (b) the expense of administration of the settlement incurred by the Class Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Settlement Class Counsel. After payment of settlement administration expenses, the Class Representatives' incentives, and Settlement Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Settlement Class Members as described in Question 9 below.

The parties will request Court approval for the payment of expenses actually incurred by the Class Administrator from the settlement fund, up to a maximum of \$29,000.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$13,000.00 collectively for Kiran Shah and Hemangini Patel, and \$7,000.00 collectively for Joseph and Patricia Michel) for their efforts. Settlement Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$485,750.00) and litigation expenses not to exceed \$20,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

8. Why are the Arbitration Owner Subclass and Non-Arbitration Owner Subclass Members receiving different amounts under the terms of the settlement?

Under the terms of the Settlement, an eligible Arbitration Owner Subclass Member will receive 75% of the amount that will be allotted to an eligible Non-Arbitration Owner Subclass Member.

The reason that the Arbitration Owner Subclass Member will receive a slightly smaller amount is that their claims are subject to a binding arbitration – in other words, if the claims are not settled, the Arbitration Owner Subclass Members' claims will be determined by a private Arbitrator and not in a Court of Law. Under the Settlement, Settlement Class Counsel deem the claims to be adjudicated in Arbitration to have less value because: (1) the homeowners in arbitration will not be able to take advantage of all of the favorable rulings that the class members obtained in this Court actions; (2) the homeowners in arbitration will not have the same protections of appellate review from an adverse ruling made by an Arbitrator; and (3) the case cannot be litigated as a class action and there are individual expenses that the homeowner in arbitration may have to incur that would otherwise be distributed amongst members of the class.

9. How much can I receive if I am part of the Arbitration Owner Subclass under the terms of the settlement?

To determine the amount that an Arbitration Owner Subclass Member receives, the Settlement effectively provides for: (1) first determining the net settlement amount by deducting all of the court approved attorneys' fees, litigation expenses, Class Representative incentives and class administration costs from the gross settlement amount; (2) then, the net settlement amount is divided between the Arbitration Owner Subclass and the Non-Arbitration Owner Subclass based upon their relative interests in the settlement; and (3) then, an even apportionment of the net amounts for each member of the Non-Arbitration Owner Subclass Member.

Based upon the cumulative shares apportioned for the Arbitration Owner Subclass of 29.25 shares (out of a total of 141.25 shares), the Arbitration Owner Subclass will cumulatively receive 20.707977% of the net Settlement Fund. Based upon the cumulative shares apportioned for the Non-Arbitration Owner Subclass of 112 shares (out of a total of 141.25 shares), the Non-Arbitration Owner Subclass will cumulatively receive 79.292023% of the net Settlement Fund.

The following example for the amount a member of the Arbitration Owner Subclass will receive is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Settlement Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

For the Arbitration Owner Subclass. There are 39 homeowners in the Arbitration Owner Subclass. If the Court approves the maximum permissible request for settlement administration expenses (\$29,000.00), the Class Representatives' incentives (\$20,000.00), and Settlement Class Counsel's attorneys' fees and litigation expenses (\$505,750.00), the net settlement fund amount would be \$902,500.00. The Arbitration Owner Subclass would have 20.707977% of the

Net Fund to distribute, or approximately \$186,889.50. Each of the 39 Arbitration Owner Subclass members would receive approximately \$4,792.04.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.█.com](http://www.█.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at █, toll-free, or by e-mail at [email address].

#### 10. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Settlement Class Member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the homes identified on Exhibit A, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Settlement Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.█.com](http://www.█.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at █, toll-free, or by e-mail at [email address].

Unless you exclude yourself, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

### HOW TO GET A PAYMENT

#### 11. How can I receive my settlement payment?

If you are a member of the Arbitration Owner Subclass, you will receive payment if the settlement is approved by the Court and you do not opt-out. There is nothing further that you need to do.

You will receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final.

Please contact the Class Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Settlement Class Members only after the Court grants “final approval” of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is \_\_\_\_\_, or \_\_\_\_\_ days after the date presently set for the final approval hearing.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue the Defendant over the legal issues in this case, or if you do not wish to participate in the settlement for any other reason, you must take steps to exclude yourself from the settlement. This is sometimes called “opting-out” of the settlement.

13. If I exclude myself, can I get anything from the settlement?

No. If you opt out of the settlement you will not receive any settlement payment and you cannot object to the settlement or appear at the final approval hearing. By opting out of the settlement, you will not release any claims which otherwise would be released by the settlement and you will not be bound by any judgment or orders of the Court in approving the settlement.

You will retain whatever rights or claims you may have, if any, against Defendant, and you will be free to continue or pursue your own lawsuit against Defendant, if you choose to do so. Please be advised that since you entered a binding arbitration agreement, your claims must be adjudicated in a private arbitration and not the Orange County Superior Court, nor can your claims be litigated as a class action.

If you wish to exclude yourself from the settlement, you are strongly advised to obtain the advice of counsel.

14. If I don't exclude myself, can I sue later?

No. Unless you timely and validly exclude yourself from the settlement by the deadline of [60-day deadline], 2023, you will give up the right to sue Defendants for the claims that this Settlement releases and resolves.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Class Administrator with a postmark no later than [60-day date], 2022, addressed to:

<b>CLASS ADMINISTRATOR</b>
<b>ILYM</b>

You cannot exclude yourself from the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. If you submitted a timely yet insufficient request for exclusion, the Class Administrator will contact you. We ask that you cooperate with the Class Administrator to achieve your desired result in connection with this settlement.

Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the settlement and any final judgment and orders of the Court entered in this lawsuit if the settlement is approved, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

#### **THE LAWYERS REPRESENTING YOU**

##### 16. Do I have a lawyer in the case?

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Settlement Class as “Settlement Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

##### 17. How will the costs of the lawsuit and settlement be paid?

Settlement Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$505,750.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Settlement Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Settlement Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Settlement Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$29,000.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Settlement Class Counsels' fees and expenses, the Class Representative's incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

### OBJECTING TO THE SETTLEMENT

If you do not request to be excluded (opt out), you can tell the Court if you don't agree with the settlement or any part of it.

#### 18. How do I tell the Court if I don't agree with the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don't agree with any part of it and don't think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must submit a written letter to the Class Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

You must mail your objection, and any supporting records, to the Class Administrator, postmarked no later than **[60-day date]**, \_\_\_\_\_, addressed to:

<b>CLASS ADMINISTRATOR</b>
<b>ILYM</b>

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Class Administrator.

If you do not properly submit a timely written objection, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be

considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the final approval hearing.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the Settlement Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a Settlement Class Member; (ii) be subject to the orders and judgment of the Court; and (iii) will still participate in the settlement if it is approved by the Court. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing at 2:00 **pm** (PST) on [REDACTED], 2023, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 21-22, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Settlement Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no Settlement Class Member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

22. May I speak at the hearing?

Any Settlement Class Member who does not request exclusion and timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the final approval hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Class Administrator, postmarked no later than **[60-day date]**, \_\_\_\_\_, addressed to:

CLASS ADMINISTRATOR
<b>ILYM</b>

You cannot request to speak at the final approval hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

### **IF YOU DO NOTHING**

23. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

### **GETTING MORE INFORMATION**

24. How do I get more information?

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Class Administrator, or contact Settlement Class Counsel, all at no charge to you.

#### **To Visit the Settlement Website:**

www.\_\_\_\_\_.com

**To Contact the Class Administrator:**

Toll Free Number: [REDACTED]

Email: [REDACTED]

**Contact the Attorneys for the Settlement Class:**

Richard K. Bridgford, Esq.  
Michael H. Artinian, Esq.  
Bridgford, Gleason & Artinian  
26 Corporate Plaza, Suite 250  
Newport Beach, CA 92660  
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.  
Kabateck LLP  
633 West Fifth Street, Suite 3200  
Los Angeles, CA 90017  
rlk@kbklawyers.com

**PLEASE DO NOT CONTACT DEFENDANT OR THE COURT WITH ANY  
QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT C

## Notice of Proposed Class Action Settlement And Final Approval Hearing Date for Court Approval

*Kiran Shah et al. v. Pulte Home Corporation, et al.*  
Case No. 30-2014-00731604-CU-CD-CXC

### **THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT CAREFULLY.**

#### You May be Entitled to Receive Compensation Under a Proposed Class Action Settlement.

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Plaintiffs allege that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes. Defendant has denied, and continues to deny, liability for any of the claims asserted in this Action.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval

The individuals who may be entitled to participate in this class action are those in the following two subclasses (together, referred to as the “Settlement Class”):

1. The Arbitration Owner Subclass, comprised of the 39 present homeowners who purchased their homes directly from Defendant.
2. The Non-Arbitration Owner Subclass are 112 members of the Class defined as (a) the current owner(s) of a home on the Non-Arbitration Owner Subclass List on Exhibit B, unless (i) the prior owner(s) re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein, **OR** (b) the prior owner(s) who re-piped the entire home with PEX or an epoxy coating and submits the Prior Owner Re-Piping Form as provided in Section 4.4 of this Agreement, subject to the dispute procedures set forth therein.

You have been identified as a potential Non-Arbitration Owner Subclass member because you are listed in the chain of title for a home listed on Exhibit B, attached.

- **If you are a member of the Settlement Class, your legal rights are affected whether you act or don’t act. Please read this entire notice carefully.**

Questions? Contact Class Administrator, \_\_\_\_\_  
Toll Free Telephone (866) 826-2818; [Email Address]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you are a member of the Settlement Class your options are to:

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendant and Plaintiffs' Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 9-12 and 25, <i>below</i> .
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE], _____,	You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against Defendant based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 15-17, <i>below</i> .
OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 20-22, <i>below</i> .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Class Administrator, ILYM, at (866) 826-2818, or [email address] or Settlement Class Counsel, Bridgford Gleason & Artinian at (949) 831-6611 or [mike.artinian@bridgfordlaw.com](mailto:mike.artinian@bridgfordlaw.com).
- The Court still has to decide whether to provide final approval of the settlement. Settlement Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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## BASIC INFORMATION

### 1. Why did I get this notice?

This lawsuit, entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, was filed on June 30, 2014 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Settlement Class because you are in the chain of title for the homes included within the homes covered by the class and Settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Settlement Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

### 2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC. The case is filed as a "class action." That means that the "Named Plaintiffs," Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel are seeking to act on behalf of all Settlement Class Members. Settlement Class Members own certain homes built by Pulte Home Corporation that contain copper pipes that allegedly are inadequate and defective for the water conditions in Talega, California. Settlement Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and denies that Plaintiff and the Settlement Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has not yet determined whether this action may proceed as a class action.

### 3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Kiran Shah, Hemangini Patel, Joseph Michel and Patricia Michel) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. A "settlement class" is a class proposed for purposes of settlement only.

### 4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiff or Defendant. Instead, both sides agreed to the proposed settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Settlement Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

### WHO IS IN THE SETTLEMENT?

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

If you have received this notice, you may fall within the Settlement Class defined on the first page of this Notice.

You have been identified as a potential Non-Arbitration Owner Subclass member because you are listed in the chain of title for a home listed on Exhibit B.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include persons who opt-out or exclude themselves from the settlement in a timely and correct manner by submitting a written request for exclusion. Questions 15-17 below describe how to opt-out of the Settlement Class and settlement.

7. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Settlement?

If you are a prior owner of a home listed in Exhibit B and you replaced your copper pipes with PEX or epoxy coatings, you must fill out and submit a Prior Owner Verification Form attached hereto and submit it to the Class Administrator on or before \_\_\_\_\_.

8. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

No. The Settlement Class Members are only those individuals who: (a) presently own a home listed in Exhibit B and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a home listed in Exhibit B and replaced the copper pipes in the home with PEX or epoxy coatings.

### THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

Defendant will establish a settlement fund totaling \$1,457,250.00. For purposes of distribution, the settlement fund shall be apportioned as follows: (1) \$1,155,483.00 to the eligible Non-Arbitration Owner Subclass Members; and (2) \$307,767.00 to the eligible Arbitration Owner Subclass Members.

The settlement fund will provide payment for the following: (a) payments to all the Settlement Class Members, (b) the expense of administration of the settlement incurred by the Class Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Settlement Class Counsel. After payment of settlement administration expenses, the Class Representatives' incentives, and Settlement Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Settlement Class Members as described in Question 12 below.

The parties will request Court approval for the payment of expenses actually incurred by the Class Administrator from the settlement fund, up to a maximum of \$29,000.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$13,000.00 collectively for Kiran Shah and Hemangini Patel, and \$7,000.00 collectively for Joseph and Patricia Michel) for their efforts. Settlement Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$485,750.00) and litigation expenses not to exceed \$20,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

10. Why are the Arbitration Owner Subclass and Non-Arbitration Owner Subclass Members receiving different amounts under the terms of the settlement?

Under the terms of the Settlement, an eligible Arbitration Owner Subclass Member will receive 75% of the amount that will be allotted to an eligible Non-Arbitration Owner Subclass Member.

The reason that the Arbitration Owner Subclass Member will receive a slightly smaller amount is that their claims are subject to a binding arbitration – in other words, if the claims are not settled, the Arbitration Owner Subclass Members' claims will be determined by a private Arbitrator and not in a Court of Law. Under the Settlement, Settlement Class Counsel deem the claims to be adjudicated in Arbitration to have less value because: (1) the homeowners in arbitration will not be able to take advantage of all of the favorable rulings that the class members obtained in this Court actions; (2) the homeowners in arbitration will not have the same protections of appellate review from an adverse ruling made by an Arbitrator; and (3) the case cannot be litigated as a class action and there are individual expenses that the homeowner in arbitration may have to incur that would otherwise be distributed amongst members of the class.

11. How much can I receive if I am part of the Non-Arbitration Owner Subclass under the terms of the settlement?

To determine the amount that a Non-Arbitration Owner Subclass Member receives, the Settlement effectively provides for: (1) first determining the net settlement amount by deducting all of the court approved attorneys' fees, litigation expenses, Class Representative incentives and class administration costs from the gross settlement amount; (2) then, the net settlement amount is divided between the Arbitration Owner Subclass and the Non-Arbitration Owner Subclass based upon their relative interests in the settlement; and (3) then, an even apportionment of the net amounts for each member of the Non-Arbitration Owner Subclass Member.

Based upon the cumulative shares apportioned for the Arbitration Owner Subclass of 29.25 shares (out of a total of 141.25 shares), the Arbitration Owner Subclass will cumulatively receive 20.707977% of the net Settlement Fund. Based upon the cumulative shares apportioned for the Non-Arbitration Owner Subclass of 112 shares (out of a total of 141.25 shares), the Non-Arbitration Owner Subclass will cumulatively receive 79.292023% of the net Settlement Fund.

The following example for the amount a member of the Non-Arbitration Owner Subclass will receive is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Settlement Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

For the Non-Arbitration Owner Subclass. There are 112 homeowners in the Non-Arbitration Owner Subclass. If the Court approves the maximum permissible request for settlement administration expenses (\$29,000.00), the Class Representatives' incentives (\$20,000.00), and Settlement Class Counsel's attorneys' fees and litigation expenses (\$505,750.00), the net settlement fund amount would be \$902,500.00. The Non-Arbitration Owner Subclass would have 79.292023% of the Net Fund to distribute, or approximately \$715,610.50. Each of the 112 Non-Arbitration Owner Subclass members would receive approximately \$6,389.80.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at \_\_\_\_\_, toll-free, or by e-mail at [email address].

## 12. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Settlement Class Member who did not opt out will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the homes identified on Exhibit B, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Settlement Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Class Administrator's website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Class Administrator at \_\_\_\_\_, toll-free, or by e-mail at [email address].

Unless you exclude yourself, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

### HOW TO GET A PAYMENT

#### 13. How can I receive my settlement payment?

If you are a prior owner who has replaced the copper pipes with PEX or epoxy coatings, you must submit the Prior Owner Verification Form to the Class Administrator by \_\_\_\_\_.

If you are a present owner and no prior owner submits a Prior Owner Verification Form, you do not need to do anything to participate in the settlement. You will then receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final. In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Class Administrator shall provide you with written notice: (a) that a prior owner has submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit a written verification that the home had copper pipes (without any epoxy coating) at the time the present owner obtained title to the home.

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Class Administrator who shall forward such writings to Judge Nancy Wieben Stock (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Judge Stock's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Class Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

#### 14. When will I get my payment?

Settlement payment checks will be mailed to the Settlement Class Members only after the Court grants "final approval" of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is \_\_\_\_\_, or \_\_\_\_\_ days after the date presently set for the final approval hearing.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant over the legal issues in this case, or if you do not wish to participate in the settlement for any other reason, you must take steps to exclude yourself from the settlement. This is sometimes called "opting-out" of the settlement.

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

No. If you opt out of the settlement you will not receive any settlement payment and you cannot object to the settlement or appear at the fairness hearing. By opting out of the settlement, you will not release any claims which otherwise would be released by the settlement and you will not be bound by any judgment or orders of the Court in approving the settlement. You will retain whatever rights or claims you may have, if any, against Defendant, and you will be free to continue or pursue your own lawsuit against Defendant, if you choose to do so.

If you wish to exclude yourself from the settlement, you are strongly advised to obtain the advice of counsel.

16. If I don't exclude myself, can I sue later?

No. Unless you timely and validly exclude yourself from the settlement by the deadline of [60-day deadline], 2023, you will give up the right to sue Defendants for the claims that this Settlement releases and resolves.

17. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Class Administrator with a postmark no later than [60-day date], 2022, addressed to:

CLASS ADMINISTRATOR
ILYM

You cannot exclude yourself from the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. If you submitted a timely yet insufficient request for exclusion, the Class Administrator will contact you. We ask that you cooperate with the Class Administrator to achieve your desired result in connection with this settlement.

Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the settlement and any final judgment and orders of the Court entered in this lawsuit if the settlement is approved, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

## THE LAWYERS REPRESENTING YOU

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

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Settlement Class as “Settlement Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

### 19. How will the costs of the lawsuit and settlement be paid?

Settlement Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$505,750.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Settlement Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Settlement Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Settlement Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$29,000.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Settlement Class Counsels’ fees and expenses, the Class Representatives’ incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

### OBJECTING TO THE SETTLEMENT

If you do not request to be excluded (opt out), you can tell the Court if you don’t agree with the settlement or any part of it.

### 20. How do I tell the Court if I don’t agree with the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don’t agree with any part of it and don’t think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must submit a written letter to the Class Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of

California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

You must mail your objection, and any supporting records, to the Class Administrator, postmarked no later than **[60-day date]**, \_\_\_\_\_, addressed to:

<b>CLASS ADMINISTRATOR</b>
<b>ILYM</b>

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Class Administrator.

If you do not properly submit a timely written objection, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the fairness hearing.

#### 21. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the Settlement Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a Settlement Class Member; (ii) be subject to the orders and judgment of the Court; and (iii) will still participate in the settlement if it is approved by the Court. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

#### **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval s hearing at 2:00 pm (PST) on \_\_\_\_\_, 2023, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the fairness hearing (see Questions 23-24, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

23. Do I have to come to the hearing?

No. Settlement Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the fairness hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no Settlement Class Member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

24. May I speak at the hearing?

Any Settlement Class Member who does not request exclusion and timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the fairness hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Kiran Shah, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2014-00731604-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Class Administrator, postmarked no later than [60-day date], \_\_\_\_\_, addressed to:

CLASS ADMINISTRATOR
ILYM

You cannot request to speak at the fairness hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

## IF YOU DO NOTHING

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

If you are a Settlement Class Member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

## GETTING MORE INFORMATION

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

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Class Administrator, or contact Settlement Class Counsel, all at no charge to you.

#### **To Visit the Settlement Website:**

www. [REDACTED].com

#### **To Contact the Class Administrator:**

Toll Free Number: [REDACTED]

Email: [REDACTED]

#### **Contact the Attorneys for the Settlement Class:**

Richard K. Bridgford, Esq.  
Michael H. Artinian, Esq.  
Bridgford, Gleason & Artinian  
26 Corporate Plaza, Suite 250  
Newport Beach, CA 92660  
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.  
Kabateck LLP  
633 West Fifth Street, Suite 3200  
Los Angeles, CA 90017  
rlk@kbklawyers.com

**PLEASE DO NOT CONTACT DEFENDANT OR THE COURT WITH ANY QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT D

**REQUEST FOR EXCLUSION FROM CLASS ACTION**

***Kiran Shah et al. v. Pulte Home Corporation, et al.***  
***Case No. 30-2014-00731604-CU-CD-CXC***

To: Class Administrator

))))

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

\_\_\_\_\_, requests to be excluded from the class in the above-entitled  
*(State)*

matter, as permitted by notice of the court to class members dated \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name of member*

\_\_\_\_\_  
*Signature*

# EXHIBIT E

**PRIOR OWNER VERIFICATION FORM**

***Kiran Shah et al. v. Pulte Home Corporation, et al.***  
***Case No. 30-2014-00731604-CU-CD-CXC***

To: Class Administrator

[Address. Etc.]

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

do hereby certify that I was a prior owner of \_\_\_\_\_ and I had paid  
*(address of home in class)*

for the replacement of the copper pipes of that home with PEX/Epoxy Coating. Attached is proof of payment for replacement. In the event that there is need for more information regarding the foregoing, I can be contacted at \_\_\_\_\_ or \_\_\_\_\_.  
*(telephone number) (email address)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Signature*

**PROOF OF SERVICE**  
**Shah v. Pulte Homes, et al.**  
**Orange County Superior Court Case No.: 30-2014-00731604**

I, the undersigned, declare that:

I am over the age of 18 years and not a party to the within action. I am employed in the County where the Proof of Service was prepared and my business address is Law Offices of BRIDGFORD, GLEASON & ARTINIAN, 26 Corporate Plaza, Suite 250, Newport Beach, CA 92660.

On the date set forth below, I served the following document(s): **DECLARATION OF RICHARD L. KELLNER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested party(s):

**SEE ATTACHED SERVICE LIST**

by the following means:

- ( ) **BY MAIL:** By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid. I am readily familiar with the business practice for collecting and processing correspondence for mailing. On the same day that correspondence is processed for collection and mailing it is deposited in the ordinary course of business with the United States Postal Service in Newport Beach, California to the address(es) shown herein.
- ( ) **BY PERSONAL SERVICE:** By placing a true copy thereof, enclosed in a sealed envelope, I caused such envelope to be delivered by hand to the recipients herein shown (as set forth on the service list).
- ( ) **BY OVERNIGHT DELIVERY:** I served the foregoing document by Overnight Delivery as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to recipients shown herein (as set forth on the service list), with fees for overnight delivery paid or provided for.
- (X) **BY ELECTRONIC MAIL (EMAIL):** I caused a true copy thereof sent via email to the address(s) shown herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: February 3, 2023

/s/Debbie Knipe

\_\_\_\_\_  
Debbie Knipe

**SERVICE LIST**

**Shah v. Pulte Homes, et al.**

**Orange County Superior Court Case No.: 30-2014-00731604**

Joseph A. Ferrentino, Esq. Jeffrey R. Brower, Esq. NEWMAYER & DILLION LLP 895 Dove Street, 2 <sup>nd</sup> Floor Newport Beach, CA 92660	Counsel for Defendant/Cross-Complainant PULTE HOME CORPORATION Telephone: (949) 854-7000 Facsimile: (949) 854-7009 <a href="mailto:joseph.ferrentino@ndlf.com">joseph.ferrentino@ndlf.com</a> <a href="mailto:jeffrey.brower@ndlf.com">jeffrey.brower@ndlf.com</a> <a href="mailto:sue.peterson@ndlf.com">sue.peterson@ndlf.com</a> <a href="mailto:Jennifer.sebring@ndlf.com">Jennifer.sebring@ndlf.com</a>
Anna S. McLean, Esq. SHEPPARD MULLIN RICHTER & HAMPTON LLP 4 Embarcadero Center, 17 <sup>th</sup> Floor San Francisco, CA 94111-4109	Co-Counsel for Defendants/Cross-Complainant PULTE HOME CORP. Telephone: (415) 434-9100 Facsimile: (415) 434-3947 <a href="mailto:amclean@sheppardmullin.com">amclean@sheppardmullin.com</a>
Tracey A. Kennedy, Esq. SHEPPARD MULLIN RICHTER & HAMPTON LLP 333 S. Hope Street, 43 <sup>rd</sup> Floor Los Angeles, CA 90071-1422	Co-Counsel for Defendant/Cross-Complainant PULTE HOME CORP. Telephone: (213) 620-1780 Facsimile: (213) 620-1398 <a href="mailto:tkennedy@sheppardmullin.com">tkennedy@sheppardmullin.com</a>
Adrienne D. Cohen, Esq. Temre L. Fischer, Esq. LAW OFFICES OF ADRIENNE D. COHEN 18300 Von Karman Ave., Suite 410 Irvine, CA 92612	Counsel for Intervenor ACE AMERICAN INSURANCE COMPANY for RCR PLUMBING & MECHANICAL, INC. Telephone: (714) 954-0790 Fax: (714) 954-0791 <a href="mailto:adc@adcohen.com">adc@adcohen.com</a> <a href="mailto:ckw@adcohen.com">ckw@adcohen.com</a> <a href="mailto:tlf@adcohen.com">tlf@adcohen.com</a>
Brian S. Kabateck, Esq. Richard L. Kellner, Esq. KABATECK LLP 633 West Fifth Street, Suite 3200 Los Angeles, CA 90017	Co-Counsel for Plaintiffs Telephone: (213) 217-5000 Facsimile: (213) 217-5010 <a href="mailto:bsk@kbklawyers.com">bsk@kbklawyers.com</a> <a href="mailto:rlk@kellnerlaw.com">rlk@kellnerlaw.com</a>
John Patrick McNicholas, IV, Esq. McNICHOLAS & McNICHOLAS, LLP 10866 Wilshire Blvd., Suite 1400 Los Angeles, CA 90024	Co-Counsel for Plaintiffs Telephone: (310) 474-1582 Facsimile: (310) 475-7871 <a href="mailto:pmc@mcnicholaslaw.com">pmc@mcnicholaslaw.com</a>

1 Rick L. Shackelford, Esq.  
2 Adam Siegler, Esq.  
3 Kevin Cole, Esq.  
4 GREENBERG TRAURIG, LLP  
5 1840 Century Park East, Suite 1900  
6 Los Angeles, CA 90067-2121

Counsel for Cross-Defendant  
NACOBRE USA LLC  
Telephone: (310) 586-7700  
Fax: (310) 586-7800  
[shackelfordr@gtlaw.com](mailto:shackelfordr@gtlaw.com)  
[sieglera@gtlaw.com](mailto:sieglera@gtlaw.com)  
[coleke@gtlaw.com](mailto:coleke@gtlaw.com)

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