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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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,

Defendants.

AND RELATED CROSS-CLAIMS.

Case No. 30-2014-00731604-CU-CD-CXC

**ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARDED
ATTORNEYS' FEES, LITIGATION
COSTS AND CLASS REPRESENTATIVE
SERVICE AWARD**

Hearing Date: August 17, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: 06/30/2014

WHEREAS, on August 17, 2023, the Court held a hearing on the motion filed by Plaintiffs KIRAN SHAH, HEMANGINI PATEL and JOSEPH and PATRICIA MICHEL (“Plaintiffs”) for final approval of the class action settlement with Defendant Pulte Homes Corporation (hereinafter “Defendants”), embodied in the Parties’ Class Settlement and Release (as amended), and also Plaintiffs’ and Class Counsel’s motion for final approval of the Class Counsel’s award of attorneys’ fees, litigation costs and class representative service award. Richard Kellner, Esq. of Kabateck LLP and Michael Artinian, Esq. of Bridgford Gleason & Artinian having appeared for Plaintiffs and Joseph Ferrentino,

1 Esq. of Newmeyer Dillion LLP and Anna McLean, Esq. of Sheppard Mullin Richter & Hampton LLP
2 having appeared for Defendants.

3 The Court has reviewed the final (and preliminary) approval motion papers, including the class
4 notice and related forms, and is satisfied that the class notice procedures ordered by the Court were
5 properly implemented. It appears to the Court that Class Members have been given notice of the
6 Settlement, how to participate and receive their settlement shares by doing nothing, the opportunity to
7 challenge their settlement amount, the election to exclude themselves from the Settlement, and the
8 opportunity to comment on or object to the Settlement or any of its terms.

9 Having read and considered the Settlement and the papers filed in support of Plaintiffs'
10 unopposed motion for final approval and Plaintiffs' and Class Counsel's papers requesting final approval
11 of the Class Representative Service Award, the Class Counsel attorneys' fees, and the Class Counsel
12 litigation costs (including the supporting declaration submitted by Makenna Snow of ILYM Group,
13 Inc.), and the evidence and argument received by the Court on all of these motions.

14 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
15 **THAT:**

16 1. This Court has jurisdiction over the subject matter of this litigation and over all Parties to
17 this litigation, including all Class Members. This Court shall maintain continuing jurisdiction for the
18 purpose of construing, enforcing and administering the Settlement Agreement pursuant to Code of Civil
19 Procedure § 664.6 or as otherwise provided under statute.

20 2. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
21 Administrator, fully performed its duties in connection with the Settlement Notice including: (a)
22 performing a title search on the 151 properties applicable to this settlement (b) printing and mailing the
23 *Notice of Proposed Class Action Settlement and Final Hearing, Prior Owner Verification Form, and*
24 *Request for Exclusion Form* to the homeowners in the chain of title to the 151 properties; (c) receiving
25 and processing requests for exclusion; and (d) receiving and processing Prior Owner Verification Forms,
26 and mailing a letter to the current owner. The forgoing comports with [California Rule of Court 3.766](#).

1 a. ILYM shall also conduct an address skip trace on any returned settlement checks,
2 with such returned checks re-mailed at least once.

3 3. The Class Notice informed the Class Members of the Settlement terms, their rights to
4 participate in the settlement, their right to challenge their estimated Settlement Amount, their rights to
5 exclude themselves from the Settlement, their rights to comment on or object to the Settlement, and their
6 rights to appear at the “Final Approval Hearing”, and be heard regarding approval of the Settlement.
7 Adequate periods of time to respond to the Class Notice were provided. The Settlement Administrator
8 reports that no Class Members filed written objections to the Settlement as part of this notice process,
9 and no Class Members filed a written statement of intention to appear at the Final Approval Hearing. In
10 addition, the Settlement Administrator confirms that only one individual (from one household) requested
11 to be excluded from the Settlement, but that person is not a present owner and did not submit a prior
12 owner verification, and thus is not a class member.

13 a. Pursuant to a Stipulation entered into by the parties, the following three homeowners
14 were named plaintiffs and original purchasers who had their claims resolved by
15 Defendants’ replacement of the copper pipe systems with PEX in the homes and shall
16 be deemed to have opted-out (*i.e.*, excluded) for purposes of the Settlement:

- 17 i. Anthony and Naomi Godfrey, original purchasers at 3981 Paso Fino Way.
- 18 ii. Eynald and Madeleine Duarte, original purchasers at 19696 Morgan Court.
- 19 iii. Victor and Julie Gudzunus, original purchasers at 19703 Morgan Court

20 4. The notice procedure afforded adequate protections to Class Members and provides the
21 basis for the Court to make an informed decision regarding approval of the Settlement based on the
22 Class Members' responses. The Court determines that the notice provided in this Action was the best
23 notice practicable, which satisfied the requirements of law and due process.

24 5. The Court grants final approval of the Settlement and the Settlement Class based upon
25 the terms set forth in the Stipulation of Class Action Settlement and Release, as amended. All terms
26 used herein shall have the same meaning as defined in the Settlement Agreement, and final judgment
27 under the terms therewith.

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1 6. The Settlement and Settlement Agreement are fair, adequate, and reasonable to the Class.

2 7. The Court finally certifies, for settlement purposes only, the following two subclasses
3 (hereinafter collectively the “Settlement Class”) consistent with the Court’s ruling granting preliminary
4 approval on April 3, 2023:

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

8 b. The **Non-Arbitration Owner Subclass** is defined as:

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

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

17 c. The list of homes in the Settlement Agreement under Exhibit A and Exhibit B to the
18 Settlement Agreement are modified as follows for the following reasons. Because
19 present homeowner Chase Prosser at the home located at 19865 Cleveland Bay was
20 incorrectly included in the Arbitration Owner Subclass (Exhibit A) instead of the
21 Non-Arbitration Owner Subclass (Exhibit B): (i) Exhibit A to the Settlement is
22 hereby modified so that the home located at 19865 Cleveland Bay is no longer
23 included in the Arbitration Owner Subclass; (ii) Exhibit B to the Settlement is hereby
24 modified to include the home located at 19865 Cleveland Bay in the Non-Arbitration
25 Owner Subclass.

26 8. With respect to the Settlement Class, this Court finds that: (a) the members of the
27 Settlement Class are so numerous their joinder is impracticable; (b) there are questions of law and fact
28 common to the Settlement Class which predominate over any individual questions; (c) the claims of the

1 Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have fairly
2 and adequately represented and protected the interests of the Settlement Class; and (e) a class action is
3 superior to other available methods for the fair and efficient adjudication of the controversy.

4 9. The Court finally approves the Settlement, including the individual Settlement Amounts,
5 as being fair, adequate and reasonable to the Class and to each Class Member, Plaintiffs have satisfied
6 the standards and applicable requirements for final approval of class action settlement under California
7 law, including the provisions of Code of Civil Procedure Section 382, and the Court grants final
8 approval of the Settlement set forth in the Settlement Agreement. The Court orders the Parties to
9 comply with and carry out all terms and provisions of the Settlement.

10 10. The \$485,750.00 amount requested by Plaintiffs and Class Counsel for the Class Counsel
11 Fees Payment is fair and reasonable. The Court grants final approval of, and orders, the Class Counsel
12 attorneys' fees payment to be made in accordance with the Settlement.

13 11. The Court finds that \$19,013.70 in Class Counsel's litigation expenses is fair and
14 reasonable. The Court grants final approval of, and orders, the Class Counsel's litigation expenses in
15 this amount to be made in accordance with the Settlement.

16 12. The \$26,950.28 incurred by ILYM Group, Inc. (the Settlement Administrator) to date,
17 which equals the cap on its Administrative Expenses, is fair and reasonable. The Court grants final
18 approval of, and orders, the Settlement Administrator be paid this amount in accordance with the terms
19 of the Settlement.

20 13. The \$13,000.00 amount cumulatively requested by Plaintiffs KIRAN SHAH and
21 HEMANGINI PATEL, and the \$7,000.00 cumulatively requested by Plaintiffs JOSEPH and PATRICIA
22 MICHEL, for the Incentive Awards is fair and reasonable given the amount of time and effort said
23 Plaintiffs expended, the benefits conferred on the Class, and the risks undertaken by them. The Court
24 grants final approval of, and orders the Class Representative service awards totaling \$20,000.00
25 collectively Plaintiffs as set forth above, to be made in accordance with the Settlement.

26 14. Upon entry of this Final Judgment, and in accordance with Section 5.1 and 5.2 of the
27 Settlement Agreement, as amended, all Settlement Class Members and Class Representatives fully
28 release Defendant, Cross Defendants, and each and all of their past, present, and future parents,

1 subsidiaries, subcontractors, affiliated companies and corporations, and each and all of their respective
2 past, present, and future directors, officers, managers, employees, general partners, limited partners,
3 principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors,
4 successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective
5 executors, successors, assigns, and legal representatives, and any subcontractors hired by Defendant to
6 construct or work on the homes listed on the Class Home List and each and all of their past, present, and
7 future parents, subsidiaries, subcontractors, affiliated companies and corporations, and each and all of
8 their respective past, present, and future directors, officers, managers, employees, general partners,
9 limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors,
10 representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each
11 and all of their respective executors, successors, assigns, and legal representatives, as well as any
12 supplier, manufacturer or distributor of copper pipe for potable water systems in the Settlement Class
13 Members' homes and each and all of their past, present, and future parents, subsidiaries, subcontractors,
14 affiliated companies and corporations, and each and all of their respective past, present, and future
15 directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers,
16 reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint
17 ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns,
18 and legal representatives., from any and all claims, demands, rights, liabilities, suits, matters,
19 obligations, damages, losses, costs, actions and causes of action of every nature and description
20 whatsoever, in law or equity, known or unknown, that the Settlement Class Members ever had against
21 Defendant, Cross-Defendants, or any other supplier, manufacturer, distributor, or installer of copper
22 plumbing lines or systems in the Settlement Class Members' homes and their insurers, including claims
23 for penalties, attorneys' fees and costs of such, that arise from or in any way relate to the design,
24 installation, repair, or use of copper plumbing lines and systems in the homes and any alleged violations
25 of California Civil Code § 895 et seq. arising from or in any way relating to the design, installation,
26 repair, or use of copper plumbing lines and systems. Without limiting the foregoing, and for
27 clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims
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1 relating to the construction of the homes identified in Exhibits A & B to the Settlement Agreement,
2 against any parties, including Defendants, which are not alleged in the Action.

3 15. Nothing in the Settlement or this Final Judgment purports to extinguish or waive
4 Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of
5 these claims in this case if the Settlement fails to become Final or effective, or in any other case without
6 limitation. The Settlement is not an admission by Defendants, nor is this Order and Final Judgment a
7 finding of the validity of any allegations against Defendants in this proceeding or any wrongdoing by
8 Defendants. Neither the Settlement nor this Final Judgment is a finding that certification of the Class
9 may be construed as or used as an admission by or against Defendants of any fault, wrongdoing or
10 liability whatsoever.

11 16. Every Settlement Class Member shall be bound by and only take from their Complaint
12 the relief set forth in the Settlement, this Order Granting Final Approval and this Final Judgment. All
13 Settlement Class Members are bound to the Released Claims in favor of Defendants and the other
14 Released Parties as set forth in the Settlement, and are permanently barred from prosecuting against
15 Defendants and the other Released Parties any and all of Class Members' Released Claims as defined in
16 the Settlement.

17 17. A copy of this Order Granting Final Approval of Class Settlement and Final Judgment
18 shall, in addition to being available on the Register of Actions [docket] of this action, shall also be
19 posted on the website established for the Settlement and shall remain on the website for a period of 6
20 months.

21 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
22 provided in the Settlement.

23 19. Upon the Settlement Effective Date, as defined in the Settlement Agreement, the
24 Settlement Administrator shall calculate within five (5) business days the Net Settlement Fund and shall
25 thereafter distribute the Settlement benefits to Settlement Class Members from the Settlement Fund in
26 accordance with this Order and the Settlement Agreement.

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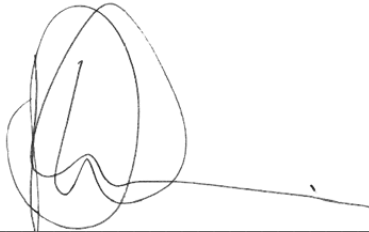
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1 20. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
2 purposes of enforcing the Settlement, this Judgment, addressing settlement administration matters, and
3 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

4 21. The Court will hold a status conference for a final accounting on **May 24, 2024 at 9:00**
5 **a.m.** Class Counsel shall submit a final report at least 10 court days prior to that conference regarding
6 the status of the settlement administration. The final report must include all information necessary for
7 the Court to determine the total amount actually paid to class members and any amounts tendered to the
8 State Controller's Office under Unclaimed Property law.

9
10 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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13 Dated: August 21, 2023

A handwritten signature in black ink, appearing to be "Peter Wilson", written over a horizontal line.

Hon. Peter Wilson
Judge of the Superior Court