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

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

14 Plaintiffs,

15 vs.

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

17 Defendants.

18 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: March 30, 2023

Time: 2:00 p.m.

Dept.: CX-101

Complaint Filed: June 30, 2014

19
20 WHEREAS, Plaintiffs and Class Representatives Kiran Shah, Hemangini Patel, Joseph
21 Michel and Patricia Michel ("Plaintiffs") and Defendant Pulte Home Corporation ("Defendant")
22 have reached a proposed settlement and compromise of the disputes between them in the above
23 actions, which is embodied in the Settlement Agreement filed with the Court, including
24 modifications thereto (collectively attached hereto as Exhibit A, and hereinafter referred to as the
25 "Settlement Agreement");

26 WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed
27 Settlement of the Action, the terms and conditions of which are set forth in the Settlement
28 Agreement;

1 WHEREAS, the Court has preliminarily considered the Settlement to determine, among
2 other things, whether the Settlement is sufficient to warrant the issuance of notice to members of
3 the Settlement Class (as defined below);

4 AND NOW, the Court, having read and considered the Settlement Agreement and
5 accompanying documents and the motion for preliminary settlement approval and supporting
6 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
7 Preliminary approval of the Settlement on March 30, 2023, IT IS HEREBY ORDERED AS
8 FOLLOWS:

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

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

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

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

23 5. Subject to further consideration by the Court at the time of the Final
24 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and
25 adequate to the Settlement Class, as falling within the range of possible final approval, as being
26 the product of informed, arm's length negotiation by counsel, as meriting submission to the
27 Settlement Class for its consideration.
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1 6. For purposes of the proposed Settlement only, and conditioned upon the
2 Agreement receiving final approval following the final approval hearing and that order becoming
3 final, the Court certifies the Settlement Class comprised of two subclasses as follows:

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

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

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

27 8. The Court approves ILYM Group Inc. ("ILYM") as Settlement
28 Administrator to administer the notice and claims procedures of the Settlement for the purpose of

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

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

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

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

16 a. The Settlement 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 "B"
19 hereto; and

20 2. The Request for Exclusion Form (Exhibit "D" hereto;

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 "C"
26 hereto;

27 2. The Request for Exclusion Form attached as Exhibit "D"
28

1 hereto; and

2 3. The Prior Owner Verification Form attached as Exhibit
3 “E” hereto.

4 b. For a Prior Owner of a home in the Non-Arbitration Subclass Class List
5 to be included as a Settlement Class Member as part of the Non-
6 Arbitration Owner Subclass, that Prior Owner must submit by mail or
7 electronic means a Prior Owner Verification Form to the Settlement
8 Administrator (Exhibit “F” to Settlement Agreement) within sixty (60)
9 days of mailing by the Settlement Administrator that verifies that the
10 Prior Owner replaced the copper pipes in the Class Home with PEX or
11 epoxy coating of the pipes.

12 i. In the event a prior owner submits a Prior Owner Verification
13 Form stating that the prior owner has replaced the homes’ copper
14 pipes with PEX or epoxy coating, then the Settlement
15 Administrator shall provide the present owner with written
16 notice: (a) that a prior owner as submitted a Prior Owner
17 Verification stating that the prior owner replaced the homes’
18 copper pipes with PEX or epoxy coating; and (b) the present
19 owner has 30 days within which to submit a written verification
20 to the Settlement Administrator that the home had copper pipes
21 (without any epoxy coating) at the time the present owner
22 obtained title to the home. In the event that there is a dispute
23 between a prior and present owner as to whether a prior owner
24 had replaced the copper pipes with PEX or epoxy coating, then
25 the two homeowners shall submit proof supporting their claims
26 to the Settlement Administrator who will forward such
27 documentation to Ross Feinberg, esq. of JAMS who: (a) shall
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1 serve as arbitrator of the dispute; and (b) whose determination
2 of those competing claims shall be binding. The costs for Mr.
3 Feinberg's services shall be deemed a "cost" that shall be
4 deductible from the Settlement Fund.

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

7 i. The present owner must not submit a Request for Exclusion
8 Form; and

9 ii. There must not be a prior owner who submitted a Prior Owner
10 Verification Form for the subject Class Home, unless that Prior
11 Owner Verification Form was withdrawn or determined by Mr.
12 Feinberg to be invalid for purposes of this settlement.

13 d. For all Notice papers returned as undeliverable or changed address, the
14 Settlement Administrator shall re-send the Notice documents after a
15 skip-trace, and the time period for a potential class member to return
16 any forms shall recommence from the date of the re-mailing..

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

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

25 14. The Settlement Administrator must complete the notice mailing within
26 thirty (30) calendar days of preliminary approval being granted, in envelopes marked "Personal
27 and Confidential."

28 15. By the time of filing of the final settlement approval motion, the Settlement

1 Administrator shall provide, and Plaintiff shall file proof, by affidavit or declaration, of the mailing
2 of the Settlement Notice in the form and manner provided in the Agreement and in this Preliminary
3 Approval Order.

4 16. The Settlement dministrator must also create a dedicated website for this
5 Settlement, which will provide a portal for electronic submission of Request for Exclusion Forms,
6 Prior Owner Verification Forms and any Objections to the Settlement. The dedicated website shall
7 also make available the Settlement Agreement, the operative complaint, the pleadings submitted
8 in support of preliminary approval, approval of attorneys' fees, costs and Class Representative
9 enhancements, and final approval, and all orders continuing or re-setting any hearing dates. The
10 dedicated website shall also make available all Orders by this Court with respect to aforesaid
11 motions.

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

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

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

4 20. The deadline to file the motion for final approval of the Settlement and
5 Settlement Class Counsel's fee application shall be twenty-four (24) calendar days prior to the
6 Final Approval Hearing date of August 17, 2023.

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

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

15 23. Any member of the Settlement Class may appear at the Final Approval
16 Hearing, in person or by counsel, and may be heard to orally object to the settlement and, to the
17 extent allowed by the Court, in support of or in opposition to, the fairness, reasonableness, and
18 adequacy of the Settlement, the application for an award of attorneys' fees, costs, and expenses to
19 Settlement Class Counsel, and any compensation to be awarded to the Class Representatives.

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

23 25. A Final Approval Hearing shall be held before this Court at **2:00 p.m. on**
24 **August 17, 2023** in Dept. CX-101 of the Orange County Superior Court, to address: (a) whether
25 the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether
26 the Final Approval Order and Judgment should be entered; and (b) whether Settlement Class
27 Counsel's application for attorneys' fees, costs, expenses and incentive awards should be
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1 approved. The date and time of the Final Approval Hearing shall be set forth in the Settlement
2 Class Notice. The Court retains jurisdiction to consider all further applications arising out of or in
3 connection with the Settlement Agreement.

4 27. If the Settlement is finally approved by the Court, the Court shall retain
5 jurisdiction over the Settling Parties, the Settlement Class Members, and this Action in accordance
6 with CCP § 664,6 and CRC 3.769(h), only with respect to matters arising out of, or in connection
7 with, the Settlement, and may issue such orders as necessary to implement the terms of the
8 Settlement. The Court may approve the Settlement, with such modifications as may be agreed to
9 by Class Representatives, Settlement Class Counsel, and Defendants, without further notice to the
10 Settlement Class Members.

11 **IT IS SO ORDERED.**

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13 Dated: _____

14 HONORABLE PETER J. WILSON

15 JUDGE OF THE ORANGE COUNTY SUPERIOR COURT
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Exhibit A

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

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,
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

STIPULATION OF SETTLEMENT AND RELEASE

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

I. DEFINITIONS

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

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

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

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

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

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

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

properly completed and executed Request for Exclusion.

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

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

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

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

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

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

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

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

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

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

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

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

1.35 Related Actions. "Related Actions" means *Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Orange County Superior Court Case No. 30-2013-00649338; *Smith v. Pulte Home Corporation*, Orange County Superior Court Case No. 30-2015-0080812; the claims pending with the American Arbitration Association filed by the owners of the homes that were the subject of the Court's July 9, 2021 order granting Defendants' motion to compel arbitration in the *Del Rivero v. Centex* action; and the claims pending with the American Arbitration Association filed by the owners of the homes that were the subject of the Court's November 15, 2021 order requiring certain homeowners to 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 **1.44 Settlement Effective Date.** “Settlement Effective Date” shall mean the first day
2 following the last of the following occurrences:

3 (a) The time to appeal or seek permission to appeal or seek other judicial
4 review of the Final Approval Order and Judgment has expired with no appeal or other judicial review
5 having been taken or sought in this Action and all of the Related Actions; or

6 (b) If an appeal or other judicial review of the Final Approval Order and
7 Judgment has been taken or sought in this Action and all of the Related Actions, the date the Final
8 Approval Order and Judgment in this Action and all of the Related Actions is finally affirmed by an
9 appellate court with no possibility of subsequent appeal or other judicial review therefrom, or the date
10 the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent
11 appeal or other judicial review in this Action and all of the Related Actions.

12 **II. RECITALS**

13 **2.1 Description of the Action.** Plaintiffs filed this Action on July 30, 2014 on behalf
14 of themselves and other allegedly similarly situated persons whose homes were built by Defendant and
15 contained copper plumbing lines and systems that purportedly were inadequate and defective for the
16 water conditions in Yorba Linda, California.

17 **2.1.0 Litigation of the Action.** Settlement Class Counsel assert that they have,
18 for over eight years, vigorously litigated this Action and the other related actions against other
19 developers for the same claim that the chemical interaction between the water supplied in Yorba Linda
20 and the copper pipes installed by developers lessened the reasonably-expected useful life of the copper
21 pipes and resulted or would result in pinhole leaks. This has included extensive motion practice on the
22 issue of whether the cases can proceed as class actions (which were litigated on two separate occasions
23 before the Court of Appeal) and extensive work with a common water chemist expert.

24 **2.1.1 Discovery in the Action.** The Parties have engaged in extensive
25 discovery and motion practice in connection with this action.

26 **2.2 Settlement Efforts.** After extensive litigation of this case, the Parties have
27 engaged in arms-length negotiations before Hon. Stephen J. Sundvold (ret.) JAMS ADR. As a result of
28 this mediation, the parties were able to reach agreement on settlement. The terms of that negotiated

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

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

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

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

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

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

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

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

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

V. RELEASE OF CLAIMS

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

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

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

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

VI. PRELIMINARY COURT APPROVAL OF THE SETTLEMENT

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

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

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

VII. FINAL COURT APPROVAL OF THE SETTLEMENT

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

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

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

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

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

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

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

(f) Permanently bar the Class Representatives from prosecuting against 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, 5th 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, 17th 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.

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

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

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

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

IT IS SO AGREED:

Dated: 12/19/2022

DocuSigned by:
Kiran Shah
 F98FBAF65D224C0...
 By: _____
 Kiran Shah
 Class Representative Plaintiff

Dated: 12/19/2022

DocuSigned by:
Hemangini Patel
 1E93D0BE9B3B4C3...
 By: _____
 Hemangini Patel,
 Class Representative Plaintiff

Dated:

By: _____
 Joseph Michel
 Class Representative Plaintiff

Dated:

By: _____
 Patricia Michel
 Class Representative Plaintiff

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

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


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

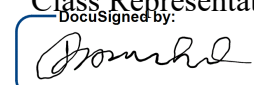
8.19 Reasonable Extensions of Time. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

IT IS SO AGREED:

Dated: _____ By: _____
Kiran Shah
Class Representative Plaintiff

Dated: _____ By: _____
Hemangini Patel,
Class Representative Plaintiff

Dated: 12/19/2022 By:  _____
2F3C7A85B34E401...
Joseph Michel
Class Representative Plaintiff

Dated: 12/19/2022 By:  _____
05D609DBC67C47C...
Patricia Michel
Class Representative Plaintiff

1 Dated: 12-23-22

2 By: _____



3 Defendant Pulte Home Corporation

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

6 By: _____

7 Michael H. Artinian, Esq.
8 Bridgford, Gleason & Artinian
9 Counsel for Plaintiffs

10 By: _____

11 Richard L. Kellner, Esq.
12 Kabateck LLP
13 Counsel for Plaintiffs

14 By: _____

15 Joseph A. Ferrentino, Esq.
16 Newmeyer & Dillion LLP
17 Counsel for Defendant

1 Dated:

By: _____

2 Defendant Pulte Home Corporation

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 By: /s/Richard L. Kellner

12 Richard L. Kellner, Esq.
13 Kabateck LLP
14 *Counsel for Plaintiffs*

15 By: 

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

EXHIBIT A

EXHIBIT A

	Address
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

	<u>Address</u>
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

	<u>Address</u>
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:

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.
- 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. 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. 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:

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

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]**, **[redacted]**, addressed to:

CLASS ADMINISTRATOR
ILYM

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 , **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
ILYM

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.**[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

**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.
- 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. 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. 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]**, **ILYM**, addressed to:

CLASS ADMINISTRATOR
ILYM

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

1
2
3
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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

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

14 Plaintiffs,

15 vs.

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

17 Defendants.

18 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

19
20
21 WHEREAS, Plaintiffs and Class Representatives Kiran Shah, Hemangini Patel, Joseph
22 Michel and Patricia Michel ("Plaintiffs") and Defendant Pulte Home Corporation ("Defendant")
23 have reached a proposed settlement and compromise of the disputes between them in the above
24 actions, which is embodied in the Settlement Agreement filed with the Court;

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

28 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 3. The Prior Owner Verification Form.

2 b. For a Prior Owner of a home in the Non-Arbitration Subclass Class List
3 to be included as a Settlement Class Member as part of the Non-
4 Arbitration Owner Subclass, that Prior Owner must submit by mail or
5 electronic means a Prior Owner Re-Piping Form to the Class
6 Administrator by _____ (Exhibit “F” to Settlement Agreement) that
7 verifies that the Prior Owner replaced the copper pipes in the Class
8 Home with PEX or epoxy coating of the pipes.

9 i. In the event a prior owner submits a Prior Owner Verification
10 Form stating that the prior owner has replaced the homes’ copper
11 pipes with PEX or epoxy coating, then the Class Administrator
12 shall provide the present owner with written notice: (a) that a
13 prior owner as submitted a Prior Owner Verification stating that
14 the prior owner replaced the homes’ copper pipes with PEX or
15 epoxy coating; and (b) the present owner has 30 days within
16 which to submit a written verification to the Class Administrator
17 that the home had copper pipes (without any epoxy coating) at
18 the time the present owner obtained title to the home. In the
19 event that there is a dispute between a prior and present owner
20 as to whether a prior owner had replaced the copper pipes with
21 PEX or epoxy coating, then the two homeowners shall submit
22 proof supporting their claims to the Class Administrator who
23 will forward such documentation to Hon. Nancy Weiben Stock
24 (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute;
25 and (b) whose determination of those competing claims shall be
26 binding. The costs for Judge Stock’s services shall be deemed a
27 “cost” that shall be deductible from the Settlement Fund.
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

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

28 22. Any member of the Settlement Class who is eligible to (and so chooses) to

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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Richard K. Bridgford, Esq., SBN: 119554

Michael H. Artinian, Esq., SBN: 203443

BRIDGFORD, GLEASON & ARTINIAN

26 Corporate Plaza, Suite 250

Newport Beach, CA 92660

Telephone: (949) 831-6611

Facsimile: (949) 831-6622

Richard L. Kellner, Esq., SBN: 171416

KABATECK LLP

633 West Fifth Street, Suite 3200

Los Angeles, CA 90017

Telephone: (213) 217-5000

Facsimile: (213) 217-5010

John Patrick McNicholas, IV, Esq., SBN: 125868

McNICHOLAS & McNICHOLAS, LLP

10866 Wilshire Blvd., Suite 1400

Los Angeles, CA 90024

Telephone: (310) 474-1582

Facsimile: (310) 475-7871

Attorneys for Plaintiffs KIRAN SHAH, HEMANGINI PATEL, JOSEPH

MICHEL and PATRICIA MICHEL, on behalf of themselves and all others similarly situated

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

**STIPULATION AND AMENDMENT TO
SETTLEMENT AND RELEASE
AGREEMENT**

Hearing Date: March 30, 2023

Time: 2:00 p.m.

Dept.: CX-101

Complaint Filed: June 30, 2014

1 Plaintiffs and Class Representatives Kiran Shah, Hemangini Patel, Joseph Michel and Patricia
2 Michel (“Plaintiffs”) and Defendant Pulte Home Corporation (“Defendant”) have entered into the Class
3 Action Settlement and Release Agreement, executed as of December 23, 2022 (the “Settlement
4 Agreement”) to resolve this matter.

5 WHEREAS, the Court has directed the parties to make certain changes that do not alter the material
6 terms of the Settlement Agreement, but do provide some clarification of terms and additional procedural
7 rights to class members, some of which shall be memorialized in modified Settlement Notice documents.

8 PLAINTIFFS AND DEFENDANT HEREBY STIPULATE TO THE FOLLOWING
9 AMENDMENTS TO THE SETTLEMENT AGREEMENT:

10 1. The following Exhibits (attached hereto) shall replace the ones that were originally attached
11 to the Settlement Agreement executed by the parties:

- 12 a. Exhibit C – Settlement Notice to Arbitration Owner Subclass
- 13 b. Exhibit D – Settlement Notice Subsequent Owner Subclass
- 14 c. Exhibit E – Request for Exclusion
- 15 d. Exhibit F – Prior Owner Verification Form.
- 16 e. Exhibit G – Proposed Order Granting Preliminary Approval

17 2. It is hereby clarified, stipulated and agreed that under Sections 1.5 and 1.20 and of the
18 Settlement Agreement, there is only one owner or set of owners in the chain of title who will qualify as a
19 Settlement Class Member.

20 3. It is hereby clarified, stipulated and agreed that under Section 4.3.1 of the Settlement
21 Agreement, if a Settlement Notice has to be re-mailed, the time within which a potential class member has
22 to respond shall recommence from the date of that mailing.

23 4. It is hereby stipulated and agreed that under Section 4.4.1 of the Settlement Agreement, the
24 Arbitrator of potential disputes shall be Ross Feinberg of JAMS in place of Hon. Nancy Wieben Stock
(ret.) of JAMS.

25 5. It is hereby stipulated, clarified and agreed that under Section 4.6, a Settlement Class
26 Member may: (a) lodge an objection by not only the processes set forth in Section 4.6, but also by orally
27 making an objection at the Final Approval hearing, consistent with the language in the modified Settlement
28 Notices and Proposed Order Granting Preliminary Approval; and (b) appear at the Final Approval hearing
without filing any paperwork with the Court or the Settlement Administrator.

1 Dated: March 20, 2023

BRIDGFORD, GLEASON & ARTINIAN
KABATECK LLP
McNICHOLAS & McNICHOLAS, LLP

3 By: richard kellner

4 Richard L. Kellner
5 Michael Artinian
6 Counsel for Plaintiffs

7 Dated: March 17, 2023

NEWMEYER & DILLION LLP

9 By: 

10 Joseph A. Ferrentino
11 Jeffrey R. Brower
12 Attorneys for Defendant

13 Dated: March 17, 2023

SHEPPARD MULLIN RICHTER & HAMPTON LLP

16 By: 

17 Anna McLean
18 Attorneys for Defendant

**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.

All other individuals in the chain of title for the homes are NOT members of the Class. In other words, there is only one owner or set of owners in the chain of title who will qualify as a Class Member

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

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

- 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
If you are a member of the Settlement Class your options are to:	
WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced the home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE]} and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>See Questions 10 and 23, <i>below</i>.</p>
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE],	<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, to the extent that you have any such claim. While these claims will be litigated in a different forum than the Orange County Superior Court, they 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>
OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. 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 Settlement 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 .

- 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?

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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 Yorba Linda, 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 Settlement 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 Settlement 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; (3) the case cannot be litigated as a class action; and (4) 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 settlement 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 and all settlement pleadings and Notices can be viewed on the Settlement Administrator's website, www. .com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818, 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 Settlement Administrator's website, www. .com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement 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 Settlement 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 Settlement Administrator with a postmark no later than **[60-day date], 2022**, addressed to:

SETTLEMENT 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 Settlement Administrator will contact you. We ask that you cooperate with the Settlement 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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement 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. Your writing 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 personally provide them at the time of the Final Approval Hearing, 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.

Your written objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, _____, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

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 Settlement Administrator.

If you do not properly submit a timely written objection and fail to appear at the Final Approval Hearing to state your objection, your objection will be deemed waived, and will not be considered by the Court.

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) 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 , 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. 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 but you have the right to do so.. 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 may ask the Court for permission to speak at the final approval hearing in support of their objection.

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>

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 Settlement Administrator, or contact Settlement Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www.  .com

To Contact the Settlement Administrator:

Toll Free Number: (866) 826-2818

Email: 

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2014-00731604) and the year of filing (2014), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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

Dated: _____, 2023

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

Exhibit D – Revised Settlement Notice to Subsequent Owners Subclass

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.

All other individuals in the chain of title for the homes are NOT members of the Class. In other words, there is only one owner or set of owners in the chain of title who will qualify as a Class Member

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 **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:

<p>WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT</p>	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced their home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE]} and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>See Questions 9-12 and 25, <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 your own lawsuit against Defendant based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes, to the extent that you have any such claim.. See Questions 15-17, <i>below</i>.</p>
<p>OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023</p>	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing.. See Questions 20-22, <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 Settlement 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.
- 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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26. 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 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 Yorba Linda, 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 Settlement 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. There is only one owner or set of owners in the chain of title who will qualify as a Class Member.

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 Settlement 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 Settlement 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; (3) the case cannot be litigated as a class action; and (4) 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 settlement 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 and all settlement pleadings and Notices can be viewed on the Settlement Administrator's website, www._____.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818, 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 Settlement Administrator's website, www.____.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818, 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 Settlement 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 Settlement 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 Settlement Administrator who shall forward such writings to Ross Feinberg (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 Mr. Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement 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 Settlement Administrator with a postmark no later than [60-day date], 2022, addressed to:

SETTLEMENT 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 Settlement Administrator will contact you. We ask that you cooperate with the Settlement 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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement 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. Your writing 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 personally provide them at the time of the Final Approval Hearing, 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.

Your written objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, **_____**, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

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 Settlement Administrator.

If you do not properly submit a timely written objection and fail to appear at the Final Fairness Hearing to state your objection, your objection will be deemed waived and will not be considered by the Court.

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. 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, but you have the right to do so.. 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 may ask the Court for permission to speak at the final approval hearing in support of their objection.

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>

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 Settlement Administrator, or contact Settlement Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www. .com

To Contact the Settlement Administrator:

Toll Free Number: (866) 826-2818

Email:

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2014-00731604) and the year of filing (2014), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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

Dated: _____, 2023

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

REQUEST FOR EXCLUSION FROM CLASS ACTION

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement Administrator

))))

Re: [ADDRESS OF CLASS HOME]

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

PRIOR OWNER VERIFICATION FORM

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement 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

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

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

14 Plaintiffs,

15 vs.

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

17 Defendants.

18 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: March 30, 2023

Time: 2:00 p.m.

Dept.: CX-101

Complaint Filed: June 30, 2014

19
20 WHEREAS, Plaintiffs and Class Representatives Kiran Shah, Hemangini Patel, Joseph
21 Michel and Patricia Michel ("Plaintiffs") and Defendant Pulte Home Corporation ("Defendant")
22 have reached a proposed settlement and compromise of the disputes between them in the above
23 actions, which is embodied in the Settlement Agreement filed with the Court, including
24 modifications thereto (collectively attached hereto as Exhibit A, and hereinafter referred to as the
25 "Settlement Agreement");

26 WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed
27 Settlement of the Action, the terms and conditions of which are set forth in the Settlement
28 Agreement;

1 WHEREAS, the Court has preliminarily considered the Settlement to determine, among
2 other things, whether the Settlement is sufficient to warrant the issuance of notice to members of
3 the Settlement Class (as defined below);

4 AND NOW, the Court, having read and considered the Settlement Agreement and
5 accompanying documents and the motion for preliminary settlement approval and supporting
6 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
7 Preliminary approval of the Settlement on March 30, 2023, IT IS HEREBY ORDERED AS
8 FOLLOWS:

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

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

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

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

23 5. Subject to further consideration by the Court at the time of the Final
24 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and
25 adequate to the Settlement Class, as falling within the range of possible final approval, as being
26 the product of informed, arm's length negotiation by counsel, as meriting submission to the
27 Settlement Class for its consideration.
28

1 6. For purposes of the proposed Settlement only, and conditioned upon the
2 Agreement receiving final approval following the final approval hearing and that order becoming
3 final, the Court certifies the Settlement Class comprised of two subclasses as follows:

4 a. The Arbitration Owner Subclass, comprised of the 39 present
5 homeowners who purchased their homes directly from Defendant.

6 The Arbitration Owner Subclass are owners of homes that are listed
7 is attached as Exhibit A to the Settlement Agreement.

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

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

27 8. The Court approves ILYM Group Inc. ("ILYM") as Settlement
28 Administrator to administer the notice and claims procedures of the Settlement for the purpose of

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

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

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

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

16 a. The Settlement 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 "B"
19 hereto; and

20 2. The Request for Exclusion Form (Exhibit "D" hereto;

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 "C"
26 hereto;

27 2. The Request for Exclusion Form attached as Exhibit "D"
28

1 hereto; and

2 3. The Prior Owner Verification Form attached as Exhibit
3 “E” hereto.

4 b. For a Prior Owner of a home in the Non-Arbitration Subclass Class List
5 to be included as a Settlement Class Member as part of the Non-
6 Arbitration Owner Subclass, that Prior Owner must submit by mail or
7 electronic means a Prior Owner Verification Form to the Settlement
8 Administrator (Exhibit “F” to Settlement Agreement) within sixty (60)
9 days of mailing by the Settlement Administrator that verifies that the
10 Prior Owner replaced the copper pipes in the Class Home with PEX or
11 epoxy coating of the pipes.

12 i. In the event a prior owner submits a Prior Owner Verification
13 Form stating that the prior owner has replaced the homes’ copper
14 pipes with PEX or epoxy coating, then the Settlement
15 Administrator shall provide the present owner with written
16 notice: (a) that a prior owner as submitted a Prior Owner
17 Verification stating that the prior owner replaced the homes’
18 copper pipes with PEX or epoxy coating; and (b) the present
19 owner has 30 days within which to submit a written verification
20 to the Settlement Administrator that the home had copper pipes
21 (without any epoxy coating) at the time the present owner
22 obtained title to the home. In the event that there is a dispute
23 between a prior and present owner as to whether a prior owner
24 had replaced the copper pipes with PEX or epoxy coating, then
25 the two homeowners shall submit proof supporting their claims
26 to the Settlement Administrator who will forward such
27 documentation to Ross Feinberg, esq. of JAMS who: (a) shall
28

1 serve as arbitrator of the dispute; and (b) whose determination
2 of those competing claims shall be binding. The costs for Mr.
3 Feinberg's services shall be deemed a "cost" that shall be
4 deductible from the Settlement Fund.

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

7 i. The present owner must not submit a Request for Exclusion
8 Form; and

9 ii. There must not be a prior owner who submitted a Prior Owner
10 Verification Form for the subject Class Home, unless that Prior
11 Owner Verification Form was withdrawn or determined by Mr.
12 Feinberg to be invalid for purposes of this settlement.

13 d. For all Notice papers returned as undeliverable or changed address, the
14 Settlement Administrator shall re-send the Notice documents after a
15 skip-trace, and the time period for a potential class member to return
16 any forms shall recommence from the date of the re-mailing..

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

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

25 14. The Settlement Administrator must complete the notice mailing within
26 thirty (30) calendar days of preliminary approval being granted, in envelopes marked "Personal
27 and Confidential."

28 15. By the time of filing of the final settlement approval motion, the Settlement

1 Administrator shall provide, and Plaintiff shall file proof, by affidavit or declaration, of the mailing
2 of the Settlement Notice in the form and manner provided in the Agreement and in this Preliminary
3 Approval Order.

4 16. The Settlement administrator must also create a dedicated website for this
5 Settlement, which will provide a portal for electronic submission of Request for Exclusion Forms,
6 Prior Owner Verification Forms and any Objections to the Settlement. The dedicated website shall
7 also make available the Settlement Agreement, the operative complaint, the pleadings submitted
8 in support of preliminary approval, approval of attorneys' fees, costs and Class Representative
9 enhancements, and final approval, and all orders continuing or re-setting any hearing dates. The
10 dedicated website shall also make available all Orders by this Court with respect to aforesaid
11 motions.

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

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

24 19. Members of the Settlement Class shall have sixty (60) days from the Notice
25 Date to submit written objections and/or requests for exclusion. The Settlement Administrator shall
26 prepare and deliver to Settlement Class Counsel, who shall file with the Court, a final report stating
27 the total number of Settlement Class members who have submitted timely and valid Requests for
28

1 Exclusion from the Settlement Class, and the names of such individuals. The final report shall be
2 filed with the Court within seven (7) business days of the expiration of the deadline to submit
3 objections and/or requests for exclusion.

4 20. The deadline to file the motion for final approval of the Settlement and
5 Settlement Class Counsel's fee application shall be twenty-four (24) calendar days prior to the
6 Final Approval Hearing date of August 17, 2023.

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

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

15 23. Any member of the Settlement Class may appear at the Final Approval
16 Hearing, in person or by counsel, and may be heard to orally object to the settlement and, to the
17 extent allowed by the Court, in support of or in opposition to, the fairness, reasonableness, and
18 adequacy of the Settlement, the application for an award of attorneys' fees, costs, and expenses to
19 Settlement Class Counsel, and any compensation to be awarded to the Class Representatives.

20 24.

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

24 26. A Final Approval Hearing shall be held before this Court at **2:00 p.m. on**
25 **August 17, 2023** in Dept. CX-101 of the Orange County Superior Court, to address: (a) whether
26 the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether
27 the Final Approval Order and Judgment should be entered; and (b) whether Settlement Class
28 Counsel's application for attorneys' fees, costs, expenses and incentive awards should be

1 approved. The date and time of the Final Approval Hearing shall be set forth in the Settlement
2 Class Notice. The Court retains jurisdiction to consider all further applications arising out of or in
3 connection with the Settlement Agreement.

4 27. If the Settlement is finally approved by the Court, the Court shall retain
5 jurisdiction over the Settling Parties, the Settlement Class Members, and this Action in accordance
6 with CCP § 664,6 and CRC 3.769(h), only with respect to matters arising out of, or in connection
7 with, the Settlement, and may issue such orders as necessary to implement the terms of the
8 Settlement. The Court may approve the Settlement, with such modifications as may be agreed to
9 by Class Representatives, Settlement Class Counsel, and Defendants, without further notice to the
10 Settlement Class Members.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

14 HONORABLE PETER J. WILSON

15 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.

All other individuals in the chain of title for the homes are NOT members of the Class. In other words, there is only one owner or set of owners in the chain of title who will qualify as a Class Member

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

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

- 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
If you are a member of the Settlement Class your options are to:	
WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced the home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE]} and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>See Questions 10 and 23, <i>below</i>.</p>
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE],	<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, to the extent that you have any such claim. While these claims will be litigated in a different forum than the Orange County Superior Court, they 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>
OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. 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 Settlement 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 .

- 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 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 Yorba Linda, 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 Settlement 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 Settlement 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; (3) the case cannot be litigated as a class action; and (4) 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 settlement 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 and all settlement pleadings and Notices can be viewed on the Settlement Administrator's website, www. .com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818, 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 Settlement Administrator's website, www. .com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement 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 Settlement 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 Settlement Administrator with a postmark no later than **[60-day date], 2022**, addressed to:

SETTLEMENT 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 Settlement Administrator will contact you. We ask that you cooperate with the Settlement 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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement 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. Your writing 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 personally provide them at the time of the Final Approval Hearing, 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.

Your written objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, _____, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

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 Settlement Administrator.

If you do not properly submit a timely written objection and fail to appear at the Final Approval Hearing to state your objection, your objection will be deemed waived, and will not be considered by the Court.

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) 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 , 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. 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 but you have the right to do so.. 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 may ask the Court for permission to speak at the final approval hearing in support of their objection.

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>

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 Settlement Administrator, or contact Settlement Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www.  .com

To Contact the Settlement Administrator:

Toll Free Number: (866) 826-2818

Email: 

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2014-00731604) and the year of filing (2014), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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.

All other individuals in the chain of title for the homes are NOT members of the Class. In other words, there is only one owner or set of owners in the chain of title who will qualify as a Class Member

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 **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:

<p>WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT</p>	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced their home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE]} and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>See Questions 9-12 and 25, <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 your own lawsuit against Defendant based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes, to the extent that you have any such claim.. See Questions 15-17, <i>below</i>.</p>
<p>OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023</p>	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing.. See Questions 20-22, <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 Settlement 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.
- 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 Yorba Linda, 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 Settlement 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. There is only one owner or set of owners in the chain of title who will qualify as a Class Member.

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 Settlement 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 Settlement 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; (3) the case cannot be litigated as a class action; and (4) 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 settlement 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 and all settlement pleadings and Notices can be viewed on the Settlement Administrator's website, www._____.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818, 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 Settlement Administrator's website, www.____.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818, 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 Settlement 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 Settlement 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 Settlement Administrator who shall forward such writings to Ross Feinberg (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 Mr. Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement 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 Settlement Administrator with a postmark no later than [60-day date], 2022, addressed to:

SETTLEMENT 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 Settlement Administrator will contact you. We ask that you cooperate with the Settlement 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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement 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. Your writing 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 personally provide them at the time of the Final Approval Hearing, 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.

Your written objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, **_____**, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

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 Settlement Administrator.

If you do not properly submit a timely written objection and fail to appear at the Final Fairness Hearing to state your objection, your objection will be deemed waived and will not be considered by the Court.

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. 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, but you have the right to do so.. 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 may ask the Court for permission to speak at the final approval hearing in support of their objection.

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>

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 Settlement Administrator, or contact Settlement Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www. .com

To Contact the Settlement Administrator:

Toll Free Number: (866) 826-2818

Email:

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2014-00731604) and the year of filing (2014), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement Administrator

))))

Re: [ADDRESS OF CLASS HOME]

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement 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