

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

GLENN LINDGREN, an individual,
CALVIN DUONG, an individual;
ROBERT TRUJILLO, an individual;
KELLY TRUJILLO, an individual;
SANDRA SMITH, an individual; DAN
O’HARA, an individual; EDEN O’HARA,
an individual; TODD PERRY, Individually
and as Trustee of the PERRY LIVING
TRUST, and ELIZABETH PERRY,
Individually and as Trustee of the PERRY
LIVING TRUST; on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

SHEA HOMES, INC., a Corporation;
PLUMBING CONCEPTS, INC., a
Corporation; MUELLER INDUSTRIES,
INC., a Corporation; and DOES 1-100,

Defendants.

CASE NO. 30-2013-00649466-CU-CD-CXC

Assigned for all purposes to:
Judge Melissa R. McCormick
Dept. CX-104

**ORDER AND JUDGMENT APPROVING
CLASS ACTION SETTLEMENT AND
AWARDING ATTORNEYS’ FEES,
LITIGATION COSTS AND CLASS
REPRESENTATIVE SERVICE AWARD**

Hearing Date: December 7, 2023

Time: 2:00 p.m.

Dept.: CX-104

Complaint Filed: 5/9/2013

AND RELATED CROSS-CLAIM.

WHEREAS, on December 7, 2023, the Court held a hearing on the motion filed by Plaintiffs
Todd and Elizabeth Perry (individually and as Trustees of the Perry Living Trust) (collectively,
“Plaintiffs”) for final approval of the class action settlement with Defendant SHEA HOMES, INC.

1 (hereinafter “Defendants”), embodied in the Parties’ Class Settlement and Release, and also
2 Plaintiffs’ and Class Counsel’s motion for final approval of the Class Counsel’s award of attorneys’
3 fees, litigation costs and class representative service award. Richard Kellner, Esq. of Kabateck LLP
4 and Michael Artinian, Esq. of Bridgford Gleason & Artinian having appeared for Plaintiffs and Julia
5 Bergstrom, Esq. and Fort Zackary, Esq. of Koeller, Nebeker, Carlson & Haluck having appeared for
6 Defendants.

7 The Court has reviewed the final (and preliminary) approval motion papers, including the
8 class notice and related forms, and is satisfied that the class notice procedures ordered by the Court
9 were properly implemented. It appears to the Court that Class Members have been given notice of the
10 Settlement and how to participate and receive their settlement shares, the opportunity to challenge
11 their settlement amount, the election to exclude themselves from the Settlement, and the opportunity
12 to comment on or object to the Settlement or any of its terms.

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

18 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND**
19 **DECREED THAT:**

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

24 2. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
25 Administrator, fully performed its duties in connection with the Settlement Notice including: (a)
26 performing a title search on the 197 properties applicable to this settlement (b) printing and mailing
27 the *Notice of Proposed Class Action Settlement and Final Hearing, Prior Owner Verification Form,*
28 *and Request for Exclusion Form* to the homeowners in the chain of title to the 197 properties; (c)

1 receiving and processing any requests for exclusion; and (d) receiving and processing Prior Owner
2 Verification Forms, and mailing a letter to the current owner of those properties. The foregoing
3 comports with California Rule of Court 3.766.

4 a. ILYM shall also conduct an address skip trace on any returned settlement checks,
5 with such returned checks re-mailed at least once. Any of the settlement checks
6 that are not cashed (unless substituted) within 180 days shall be deposited to the
7 California State Controller's Office under Unclaimed Property Law.

8 3. The Class Notice informed the Class Members of the Settlement terms, their rights to
9 participate in the settlement, their right to challenge their estimated Settlement Amount, their rights to
10 exclude themselves from the Settlement, their rights to comment on or object to the Settlement, and
11 their rights to appear at the "Final Approval Hearing", and be heard regarding approval of the
12 Settlement. Adequate periods of time to respond to the Class Notice were provided. The Settlement
13 Administrator reports there are no objections, and no Class Members filed a written statement of
14 intention to appear at the Final Approval Hearing. In addition, the Settlement Administrator confirms
15 that one prior owner of 2 Dennis Lane, Ladera Ranch requested to exclude themselves from the
16 Settlement – but represents that the prior owner did not qualify as a Class Member, and so is not a
17 proper opt out. Accordingly, the Court recognizes that the participation rate in this Settlement is
18 100%.

19 a. There is only one (1) reported potential dispute concerning the proper class
20 member to receive payment – for 29 Abyssinian Way. The arbitration shall occur
21 no later than January 31, 2024, and the arbitrator's decision shall be issued no
22 later than February 6, 2024, to ensure the settlement disbursement for this home is
23 made at the same time as the other class disbursements.

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

28 5. The Court grants final approval of the Settlement and the Settlement Class based upon

1 the terms set forth in the Stipulation of Class Action Settlement and Release. All terms used herein
2 shall have the same meaning as defined in the Settlement Agreement, and final judgment under the
3 terms therewith.

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

6 7. The Court finally certifies, for settlement purposes only, the following Settlement
7 Class consistent with the Court's ruling granting preliminary approval on July 5, 2023:

8 *(1) All present owners of residential homes constructed in the Sherborne,*
9 *Lexington, and Sedona communities by Shea Homes, Inc. ("Shea") in Ladera Ranch*
10 *whose copper pipes have not been replaced with PEX or epoxy coated by prior owners*
11 *of the homes; or (2) Prior owners of residential homes constructed by Shea in the*
12 *Sherborne, Lexington, and Sedona communities in Ladera Ranch who have already*
13 *replaced their copper pipes with PEX or had the pipes epoxy coated, provided that, for*
14 *any class member: (a) the home was substantially completed within ten years of the*
filing of the original complaint in this action (or May 9, 2003); (b) the original
purchase agreements for the first buyer was signed by the builder on or after 1/1/2003
and (c) their claims to SB 800 relief have not been released. SB 800 is set forth in
California Civil Code, Section 895 through 945.

15 8. With respect to the Settlement Class, this Court finds that: (a) the members of the
16 Settlement Class are so numerous their joinder is impracticable; (b) there are questions of law and fact
17 common to the Settlement Class which predominate over any individual questions; (c) the claims of
18 the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have
19 fairly and adequately represented and protected the interests of the Settlement Class; and (e) a class
20 action is superior to other available methods for the fair and efficient adjudication of the controversy.

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

27 10. The \$709,200.00 amount requested by Plaintiffs and Class Counsel for the Class
28 Counsel Fees Payment is fair and reasonable. The Court grants final approval of, and orders, the

1 Class Counsel attorneys' fees payment to be made in accordance with the Settlement.

2 11. The Court finds that \$59,985.70 in Class Counsel's litigation expenses is fair and
3 reasonable. The Court grants final approval of, and orders, the Class Counsel's litigation expenses in
4 this amount to be made in accordance with the Settlement.

5 12. The \$24,381.21 incurred by ILYM Group, Inc. (the Settlement Administrator) to date,
6 which equals the cap on its Administrative Expenses, is fair and reasonable. The Court grants final
7 approval of, and orders, the Settlement Administrator be paid this amount in accordance with the
8 terms of the Settlement.

9 13. The \$10,000.00 amount requested by Plaintiffs for the Incentive Award is fair and
10 reasonable given the amount of time and effort Plaintiffs expended, the benefits conferred on the
11 Class, and the risks undertaken by them. The Court grants final approval of, and orders the Class
12 Representative service award of \$10,000.00 to Todd and Elizabeth Perry (collectively), to be made in
13 accordance with the Settlement.

14 14. Upon entry of this Final Judgment, and in accordance with Section 5.2 of the
15 Settlement Agreement, all Participating Settlement Class Members fully release Defendant, and each
16 and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated companies and
17 corporations, and each and all of their respective past, present, and future directors, officers,
18 managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,
19 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures,
20 assigns, or related entities, and each and all of their respective executors, successors, assigns, and
21 legal representatives (collectively "Related Persons and Entities"), and any subcontractors,
22 contractors, design professionals, engineers, or other persons or entities who constructed or performed
23 work on behalf of or for the benefit, whether directly or indirectly, for Defendant or any of
24 Defendant's Related Persons and Entities on the homes listed on the Class Home List and each and all
25 of their past, present, and future parents, subsidiaries, subcontractors, affiliated companies and
26 corporations, and each and all of their respective past, present, and future directors, officers,
27 managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,
28 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures,

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

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

28 16. Every Participating Settlement Class Member shall be bound by and only take from

1 their Complaint the relief set forth in the Settlement, this Order Granting Final Approval and this
2 Final Judgment. All Participating Settlement Class Members are bound to the Release by Settlement
3 Class Members in favor of Defendants and the other Plaintiffs' Released Parties as set forth in the
4 Settlement, and are permanently barred from prosecuting against Defendants and the other Plaintiffs'
5 Released Parties any and all of Settlement Class Members' Settled Class Claims as defined in the
6 Settlement.

7 17. A copy of this Order Granting Final Approval of Class Settlement and Final Judgment
8 shall, in addition to being available on the Register of Actions [docket] of this action, shall also be
9 posted on the website established for the Settlement and shall remain on the website for a period of
10 180 days.

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

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

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

20 21. The Court will hold a status conference for a final accounting on **October 3, 2024 at**
21 **9:00 a.m.** in Department CX104. Class Counsel shall submit a final report at least nine (9) court days
22 prior to that conference regarding the status of the settlement administration. The final report must
23 include all information necessary for the Court to determine the total amount actually paid to class
24 members and any amounts tendered to the State Controller's Office under Unclaimed Property law.

25 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

26 Dated: December 8, 2023

27 

Melissa R. McCormick
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **Lindgren v. Shea Homes, Inc., et al.**

3 **Orange County Superior Court Case No.: 30-2013-00649466**

4 I, the undersigned, declare that:

5 I am over the age of 18 years and not a party to the within action. I am employed in the
6 County where the Proof of Service was prepared and my business address is Law Offices of
7 BRIDGFORD, GLEASON & ARTINIAN, 26 Corporate Plaza, Suite 250, Newport Beach, CA
8 92660.

9 On the date set forth below, I served the following document(s): **[REVISED PROPOSED]**
10 **FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT AND**
11 **AWARDING ATTORNEYS' FEES, LITIGATION COSTS AND CLASS REPRESENTATIVE**
12 **SERVICE AWARD** on the interested party(s):

13 **SEE ATTACHED SERVICE LIST**

14 by the following means:

- 15 () **BY MAIL:** By placing a true copy thereof, enclosed in a sealed envelope with
16 postage thereon fully prepaid. I am readily familiar with the business practice
17 for collecting and processing correspondence for mailing. On the same day that
18 correspondence is processed for collection and mailing it is deposited in the
19 ordinary course of business with the United States Postal Service in Newport
20 Beach, California to the address(es) shown herein.
- 21 () **BY PERSONAL SERVICE:** By placing a true copy thereof, enclosed in a sealed
22 envelope, I caused such envelope to be delivered by hand to the recipients herein
23 shown (as set forth on the service list).
- 24 () **BY OVERNIGHT DELIVERY:** I served the foregoing document by Overnight
25 Delivery as follows: I placed true copies of the foregoing document in sealed
26 envelopes or packages designated by the express service carrier, addressed to
27 recipients shown herein (as set forth on the service list), with fees for overnight
28 delivery paid or provided for.
- (X) **BY ELECTRONIC MAIL (EMAIL):** I caused a true copy thereof sent via email to
the address(s) shown herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

Dated: December 7, 2023

/s/Debbie Knipe

Debbie Knipe

SERVICE LIST
Lindgren v. Shea Homes, Inc., et al.
Orange County Superior Court Case No.: 30-2013-006494606

<p>Julia L. Bergstrom, Esq. Fort A. Zackary, Jr., Esq. KOELLER, NEBEKER, CARLSON & HALUCK 225 Broadway, 21st Floor San Diego, CA 92101</p>	<p>Counsel for Defendant SHEA HOMES, INC. Telephone: (619) 233-1600 Julia.bergstrom@knchlaw.com Fort.zackary@knchlaw.com Shaun.george@knchlaw.com Viktor.iarushin@knchlaw.com</p>
<p>Brian S. Kabateck, Esq. Richard L. Kellner, Esq. KABATECK LLP 633 West Fifth Street, Suite 3200 Los Angeles, CA 90017</p>	<p>Co-Counsel for Plaintiffs Telephone: (213) 217-5000 Facsimile: (213) 217-5010 bsk@kbklawyers.com rlk@kellnerlaw.com</p>
<p>John Patrick McNicholas, IV, Esq. McNICHOLAS & McNICHOLAS, LLP 10866 Wilshire Blvd., Suite 1400 Los Angeles, CA 90024</p>	<p>Co-Counsel for Plaintiffs Telephone: (310) 474-1582 Facsimile: (310) 475-7871 pmc@mcnicholaslaw.com</p>
<p>Shon Morgan, Esq. QUINN EMANUEL URQUHART & SULLIVAN LLP 865 S. Figueroa St., 10th Floor Los Angeles, CA 90017</p>	<p>Co-Counsel for Defendant SHEA HOMES, INC. Telephone: (213) 443-3252 Fax: (213) 443-3100 shonmorgan@quinnemanuel.com</p>