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16 KELLY TRUJILLO, SANDRA SMITH, DAN O’HARA, EDEN O’HARA, TODD and
ELIZABETH PERRY (as Trustees of the Perry Living Trust) on behalf of themselves and
17 all others similarly situated

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

20 GLENN LINDGREN, an individual,
CALVIN DUONG, an individual; ROBERT
21 TRUJILLO, an individual; KELLY
TRUJILLO, an individual; SANDRA
22 SMITH, an individual; DAN O’HARA, an
individual; EDEN O’HARA, an individual;
23 TODD PERRY, an individual and
ELIZABETH PERRY, an individual (as
24 Trustees of the PERRY LIVING TRUST);
on behalf of themselves and all others
similarly situated,

25 Plaintiffs,

26 vs.

27 SHEA HOMES, INC., a Corporation; and
DOES 1-100,

28 Defendants.

CASE NO. 30-2013-00649466-CU-CD-CXC
Assigned for all purposes to:
Hon. Glenda Sanders
Dept. CX-101

FOURTH AMENDED COMPLAINT

JURY TRIAL DEMANDED

Complaint Filed: 5/9/13

1 AND RELATED CROSS-CLAIM.

2
3 Plaintiffs GLENN LINDGREN, CALVIN DUONG, ROBERT TRUJILLO, KELLY
4 TRUJILLO, SANDRA SMITH, DAN O’HARA, EDEN O’HARA and TODD PERRY and
5 ELIZABETH PERRY (as Trustees of the Perry Living Trust), on behalf of themselves and all
6 others similarly situated (“Plaintiffs”), are informed, believe and allege as follows¹:

7 **INTRODUCTION**

8 1. This is a class action addressing solely the incorporation of a single defective
9 component (copper pipe) into a residence, thus exempting Plaintiffs (and the named and unnamed
10 class members) pursuant to Civil Code section 931 from complying with the pre-litigation
11 procedures specified in Division 2, Part 2, Title 7, Chapter 4. Plaintiffs seek damages and other
12 relief on behalf of all similarly-situated homeowners in Ladera Ranch, California, whose homes
13 were built by Defendants SHEA HOMES, INC. (hereinafter “Shea”), who have suffered damage
14 because of owning homes with a defective component, to wit, copper pipe. The copper pipe at
15 issue is defective, and damages Plaintiffs’ and class members’ homes in violation of the standards
16 of residential construction set forth in California Civil Code §895, et seq.

17 2. The homes at issue are located in Ladera Ranch, Orange County, including but not
18 limited to, homes in the 92694 zip code (the “Class Area”). Plaintiffs are informed and believe,
19 and on that basis allege, that the copper pipe utilized was defective for the water conditions in the
20 Class Area.

21 3. The homes have in common a serious defect, namely the incorporation of defective
22 copper pipe instead of stronger resistive pipe.

23 4. Plaintiffs bring this action to seek redress on behalf of the following class:

24 (1) All present owners of residential homes constructed by SHEA
25 in the Class Area whose copper pipe systems have not been
26 replaced by prior owners of the homes, or (2) prior owners of
homes constructed by SHEA in the Class Area who replaced their
copper pipe systems, provided that: (a) the homes were constructed

27 ¹ This amended complaint is filed pursuant to the Court’s 8/6/21 order granting Plaintiffs’ motion
28 for leave to amend. Consistent with the motion for leave to amend granted by the Court, Plaintiffs
intend to expeditiously file requests for dismissals of certain plaintiffs and claims pursuant to the
requirements of Rules of Court, Rule 3.770.

1 and substantially completed within ten (10) years of the filing of
2 the original complaint in this action, (b) the original purchase
3 agreements were signed by SHEA on or after January 1, 2003, and
4 (c) their SB 800 claims were not released.

5 THE PARTIES

6 5. Plaintiff Glenn Lindgren is an individual and resident of Ladera Ranch, California,
7 whose principal residence is located at 7 Chardonnay Drive, Ladera Ranch, California 92694.

8 6. Plaintiffs Robert and Kelly Trujillo are individuals and residents of Ladera Ranch,
9 California, whose principal residence is located at 32 Downing Street, Ladera Ranch, California
10 92694.

11 7. Plaintiff Calvin Duong is an individual and resident of Ladera Ranch, California,
12 whose principal residence is located at 35 Downing Street, Ladera Ranch, California 92694.

13 8. Plaintiff Sandra Smith is an individual and resident of Ladera Ranch, California,
14 whose principal residence is located at 42 Downing Street, Ladera Ranch, California 92694.

15 9. Plaintiffs Dan and Eden O'Hara are individuals and residents of Ladera Ranch,
16 California, whose principal residence is located at 34 Abyssinian Way, Ladera Ranch, California
17 92694.

18 10. Plaintiffs Todd and Elizabeth Perry (as Trustees of the Perry Living Trust) are
19 individuals and residents of Ladera Ranch, California, whose principal residence is located at 36
20 Abyssinian Way, Ladera Ranch, California 92694.

21 11. Plaintiffs' and the class members' homes at issue in this action are all residences in
22 Ladera Ranch, California, including but not limited to, homes in the 92694 zip code, that contain
23 or contained copper pipe, were substantially completed within ten (10) years of the filing of the
24 original complaint in this action, and are collectively referred to herein as the "Subject Homes."

25 12. Plaintiffs are informed and believe and based thereon allege that at all times
26 relevant, defendant Shea Homes, Inc. was or is a business entity engaged in business in the State of
27 California.

28 13. The term "Shea" refers to defendants Shea Homes, Inc. Plaintiffs are informed and
believe, and on that basis allege, that defendant Shea constructed the Subject Homes, and supplied
and/or distributed the copper pipe at issue used in class members' homes.

1 14. As used herein, the term “defendants” refers collectively to all defendants named
2 herein.

3 15. Plaintiffs are informed, believe, and thereupon allege that defendants, including
4 DOES, are/were involved in the planning, development, design, construction, warranting, repair,
5 selection of materials, supply of materials, installation of materials and/or sale of the Subject
6 Homes, and/or were responsible for the design, development, testing, manufacture, distribution,
7 supply, marketing, sale, and warranting of the Subject Homes in Ladera Ranch, California that
8 contain the copper pipe at issue.

9 16. Plaintiffs are currently ignorant of the true names and capacities, whether
10 individual, corporate, associate, or otherwise, of the defendants sued herein under the fictitious
11 names Does 1 through 100, inclusive, and therefore, sue such defendants by such fictitious names.
12 Plaintiffs will seek leave to amend this complaint to allege the true names and capacities of said
13 fictitiously named defendants when their true names and capacities have been ascertained.
14 Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Doe
15 Defendants legally responsible in some manner for the events and occurrences alleged herein, and
16 for the damages suffered by the class.

17 17. Plaintiffs are informed and believe and thereon allege that all defendants, including
18 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
19 ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other
20 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
21 employment, partnership, alter ego relationship, and joint venture, conspiracy or enterprise, and
22 with the express and/or implied permission, knowledge, consent, authorization and ratification of
23 their co-defendants; however, each of these allegations are deemed "alternative" theories whenever
24 not doing so would result in a contradiction with other allegations.

25 18. Does 1-50, whose identities are presently unknown, are the subject of ongoing
26 discovery and therefore are sued under fictitious names. Does 1-50 were involved in the planning,
27 development, design, construction, warranting, repair, selection of materials, supply of materials,
28 installation of materials and/or sale of the Subject Homes, which contain the defective copper pipe

1 at issue, and proximately caused the injuries and damages herein alleged. Plaintiffs will seek leave
2 to amend this Complaint to allege their true names and capacities as they are ascertained.

3 19. Does 51-100, whose identities are presently unknown, are the subject of ongoing
4 discovery and therefore are sued under fictitious names. Does 51-100 were responsible for and
5 engaged in the design, development, testing, manufacture, distribution, supply, marketing, sale,
6 and warranting of the defective copper pipe at issue. Plaintiffs will seek leave to amend this
7 Complaint to allege their true names and capacities as they are ascertained.

8 20. All allegations in this complaint are based on information and belief and/or are
9 likely to have evidentiary support after a reasonable opportunity for further investigation or
10 discovery. Whenever allegations in this complaint are contrary or inconsistent, such allegations
11 shall be deemed alternative.

12 **JURISDICTION AND VENUE**

13 21. The contracts at issue in this case were entered into, approved and/or ratified within
14 the venue of this Court. Venue as to each defendant is proper in this judicial district pursuant to
15 Business & Professions Code section 17203, and Code of Civil Procedure sections 395(a) and
16 395.5.

17 22. Jurisdiction is proper in this Court. Federal jurisdiction over this action does not
18 exist. The amount in controversy as to the representative plaintiffs does not exceed \$75,000.00,
19 including interest and any pro rata award of attorneys' fees and costs. The damages, attorneys' fees
20 and costs of individual class members may not be aggregated to meet the federal jurisdictional
21 amount.

22 **GENERAL ALLEGATIONS**

23 23. Defendants installed and used defective copper pipe in the Subject Homes.
24 Defendants manufactured, designed, supplied, distributed, warranted, the copper pipe at issue,
25 and/or constructed numerous homes utilizing it.

26 24. These Subject Homes are located in a number of subdivisions throughout the
27 Ladera Ranch area of Orange County, including but not limited to, homes in the 92694 zip code
28 (the "Class Area"). Plaintiffs are informed and believe, and on that basis allege, that the copper

1 pipe utilized in the Subject Homes was defective for the water conditions in the Class Area, and
2 damages Plaintiffs' and class members' homes in violation of the standards of residential
3 construction set forth in California Civil Code §895, et seq.

4 25. The homes have in common a serious defect, namely the incorporation of defective
5 copper pipe instead of stronger resistive pipe.

6 26. Plaintiffs Glenn Lindgren, Robert and Kelly Trujillo, Calvin Duong, Sandra Smith,
7 Dan and Eden O'Hara, and Todd and Elizabeth Perry, purchased six of the Subject Homes,
8 containing the defective copper pipe, which has caused damage to their homes.

9 27. Plaintiffs are informed, believe, and thereupon allege that the above-referenced
10 defective condition violates the standards of residential construction set forth in California Civil
11 Code §895, et seq. and has proximately caused damage to homeowners who are members of the
12 class.

13 28. Plaintiffs are informed, believe and thereupon allege that the Builders' contractors
14 are agents of the builders. One such contractor has confirmed in sworn deposition testimony that it
15 has known about pinhole leaks in copper pipe in South Orange County for years prior to building
16 the Subject Homes. Despite this clear notice, they failed to warn the homeowners of possible
17 defects, neglected to select proper pipe for the water type, and incorporated a defective component
18 pipe into the residences.

19 29. Plaintiffs are informed, believe, and thereupon allege that the builders and/or their
20 contractors received reports of numerous complaints that gave them notice of the defect inherent in
21 the copper pipe incorporated into residences in the class area, including complaints of pinhole
22 leaks, for homes in Orange County, prior to building the subject homes.

23 30. Plaintiffs are informed, believe and based thereupon allege that the builder and/or
24 their contractors have tested the water and/or pipe installed in the homes prior to installing copper
25 pipe into the subject homes, and had information prior to incorporating the copper pipe into the
26 residences confirming that the copper pipe installed in the homes was defective.

27 31. Each of the named Plaintiffs and class members have a contract and/or are in privity
28 with defendants and/or are third party beneficiaries of contracts. Plaintiffs reserve the right to

1 amend their complaint to attach a copy of the contracts and warranties at issue after an appropriate
2 opportunity for discovery.

3 32. Plaintiffs and the class members' homes have an actionable defect which violates
4 the standards set forth in California Civil Code §895, et seq. Individual product manufacturers,
5 material suppliers, builders, general contractors, and subcontractors are subject to an action for
6 recovery of damages for the violation of the standards enumerated in California Civil Code section
7 895, et seq.

8 33. Plaintiffs and class members will be required to retain the services of experts and
9 consultants to investigate the nature and extent of the defect, and seek damages for those
10 investigative costs pursuant to California Civil Code section 944.

11 34. Plaintiffs have incurred, and will incur during the pendency of this action,
12 attorney's fees and costs, which are necessary for the prosecution of this action and will result in a
13 benefit to members of the class. This action will result in the enforcement of important rights
14 supported by a strong public policy affecting the public interest which will confer a significant
15 benefit on the general public and a large class of persons, where the necessity and burden of
16 private enforcement are such as to make an award appropriate pursuant to California Code of Civil
17 Procedure section 1021.5.

18 35. Plaintiffs allege and assert that its claims and this legal action have all been brought
19 in a timely manner and within the statute of limitations and repose periods, if applicable. The
20 defect in the copper pipe, as alleged herein, is latent in nature. Plaintiffs and class members did
21 not discover, and could not reasonably have discovered, its defective nature until a date within the
22 statute of limitations for each cause of action alleged.

23 36. To the fullest extent of the law, Plaintiffs seek recovery for injuries and/or damages
24 to property.

25 **CLASS ALLEGATIONS**

26 37. The class consists of:

- 27 (1) All present owners of residential homes constructed by SHEA
28 in the Class Area whose copper pipe systems have not been
replaced by prior owners of the homes, or (2) prior owners of
homes constructed by SHEA in the Class Area who replaced their

1 copper pipe systems, provided that: (a) the homes were constructed
2 and substantially completed within ten (10) years of the filing of
3 the original complaint in this action, (b) the original purchase
4 agreements were signed by SHEA on or after January 1, 2003, and
5 (c) their SB 800 claims were not released.

6 38. The class is so numerous that joinder would be impractical and disposition of the
7 class members' claims in a class action is in the best interests of the parties and judicial economy.

8 39. This action involves questions of law and fact common to each member of the class,
9 in that all members of the proposed class have suffered damages as a result of the installation of
10 defective copper pipe in their homes. The common questions of law and fact include, but are not
11 limited to, the following:

- 12 a. Whether the copper pipe was defective for the water conditions in the Class
13 Area;
- 14 b. Whether Defendants had notice, and the degree of notice that they had, of the
15 water conditions in the Class Area;
- 16 c. Whether California Civil Code sections 896(a)(14) and/or (15) were violated by
17 the incorporation, selection, design, manufacture, supply and/or utilization of
18 the pipe at issue herein.
- 19 d. Whether defendants breached any warranties to Plaintiffs and class members;
- 20 e. Whether defendants were negligent;
- 21 f. Whether the Shea defendants are alter egos, or otherwise jointly liable;
- 22 g. Whether any defenses raised are meritorious;
- 23 h. Whether the copper pipe at issue has corroded; and
- 24 i. Whether the copper pipe at issue needs to be removed and replaced.

25 40. The claims of the Plaintiffs and relief herein sought are typical of the claims and
26 relief that could generally be sought by each member of this proposed class.

27 41. Plaintiffs can fairly and adequately protect the interests of all members of the
28 proposed class. The Subject Homes all contain defective copper pipe at issue herein.

42. Prosecution of separate actions by individual members of the proposed class would
create a risk of inconsistent or varying adjudications with respect to individual members of the

1 class and thus establish incompatible standards of conduct for the party or parties opposing the
2 class. Further, the relatively small amounts of the individual claims mean that class treatment is the
3 superior manner to address the defect at issue herein.

4 43. Plaintiffs' attorneys have the experience, knowledge, and resources to adequately
5 and properly represent the interests of the proposed class.

6 **FIRST CAUSE OF ACTION**

7 **(Violation of Standards of Residential Construction)**

8 **(By Plaintiffs Dan and Eden O'Hara, and Todd and Elizabeth Perry Against All**
9 **Defendants)**

10 44. Plaintiffs re-allege and incorporate herein by reference the allegations contained in
11 the preceding paragraphs of this complaint, as though fully set forth herein.

12 45. Individual product manufacturers, material suppliers, builders, general contractors,
13 and subcontractors are subject to an action for recovery of damages for the violation of the
14 standards enumerated in California Civil Code §895, et seq.

15 46. Defendants are liable for damages arising out of and related to the incorporation, at
16 the time of original construction, of the incorporation of defective copper pipe into Plaintiffs' and
17 class members' residences, which is corroding.

18 47. As a direct and proximate result of defendants' violations of standards for
19 residential construction, Plaintiffs and class members have been damaged and are entitled to
20 recover the cost of remedying the incorporation of the defective copper pipe in addition to all other
21 damages that the court deems just and proper.

22 **SECOND CAUSE OF ACTION**

23 **(Breach of Implied Warranties)**

24 **(By Plaintiffs Against All Defendants)**

25 48. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this
26 Complaint as though fully set forth herein.

27 49. Plaintiffs are informed, believe, and thereupon allege that Defendants were engaged
28 in and are responsible for the design, development, testing, manufacture, distribution, supply,

1 marketing, sale, and warranting of defective copper pipe installed and used in the Subject Homes
2 and/or were involved in the planning, development, design, construction, warranting, repair,
3 selection of materials, supply of materials, installation of materials, and/or sale of the Subject
4 Homes, which contain defective copper pipe.

5 50. Plaintiffs and their members had contracts with defendants and/or were in privity
6 with defendants and/or were the intended third-party beneficiaries of each and every such act
7 and/or warranty.

8 51. By designing, manufacturing, marketing, supplying, selecting, installing, and/or
9 causing the copper pipe to be installed in the Subject Homes, Defendants impliedly warranted that
10 said component was free of defects, was of merchantable quality, was suitable and fit for the
11 ordinary purpose for which said component was intended, was safe, was proper, and that the
12 Subject Homes were constructed in a workmanlike manner and were habitable.

13 52. Defendants impliedly warranted that the copper pipe was fit for the particular
14 purpose for which it was intended, and that said component would perform in a defect-free
15 manner.

16 53. Plaintiffs are informed, believe, and thereupon allege that Defendants breached
17 their implied warranties by designing, manufacturing, assembling, distributing, marketing, selling
18 and warranting residences with defective copper pipe incorporated into them.

19 54. As a direct and proximate result of the breaches of the implied warranties by
20 Defendants, Plaintiffs and their members have been, and will continue to be, caused damage.

21 55. As a further direct and proximate result of the breaches of the implied warranties by
22 Defendants, Plaintiffs and their members have suffered damages in an amount not fully known but
23 believed to be within the jurisdiction of this Court. Plaintiffs and their members will establish the
24 amount of their damages at the time of trial according to proof.

25 **THIRD CAUSE OF ACTION**

26 **(Breach of Express Warranties)**

27 **(By Plaintiffs Against Defendant SHEA and Does 1-50)**

28 56. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this

1 Complaint as though fully set forth herein.

2 57. Plaintiffs and their members had a contract and/or were privity with defendants
3 and/or were the intended third-party beneficiaries of each and every such act and/or warranty.

4 58. Plaintiffs and class members have performed all conditions to be performed by
5 them pursuant to their real estate purchase and sale agreements, or were excused from such
6 performance as a result of Defendants' conduct.

7 59. The Shea Defendants and Does 1-50 did prepare, distribute, and provide express
8 written warranties as part of the sale of the Subject Homes and the installation of the copper pipe
9 in the Subject Homes. These warranties provide coverage for certain defects in the residences and
10 were intended for use by the owners of the Subject Homes, including Plaintiffs' members.

11 60. Plaintiffs reserve the right to amend this complaint to attach copies of the written
12 warranties made and/or to more clearly allege the express warranties made, after a reasonable
13 opportunity for discovery.

14 61. Plaintiffs are informed, believe, and thereupon allege that Defendants breached the
15 express warranties by using defective copper pipe.

16 62. As a direct and proximate result of the breaches of the express warranties by the
17 defendants, plaintiffs and their members have been, and will continue to be, caused damage as
18 more fully described herein.

19 63. As a further direct and proximate result of the breaches of the express warranties by
20 defendants as herein alleged, Plaintiffs and their members have suffered damages in an amount not
21 fully known but believed to be within the jurisdiction of this Court. Plaintiffs and their members
22 will establish the amount of their damages at the time of trial according to proof.

23 **FOURTH CAUSE OF ACTION**

24 **(Breach of Express Warranties)**

25 **(By Plaintiffs Against Does 51-100)**

26 64. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this
27 Complaint as though fully set forth herein.

28 65. Plaintiffs and their members had a contract and/or were privity with defendants

1 and/or were the intended third-party beneficiaries of each and every such act and/or warranty.

2 66. Plaintiffs and class members have performed all conditions to be performed by
3 them pursuant to their real estate purchase and sale agreements, or were excused from such
4 performance as a result of Defendants' conduct.

5 67. Does 51-100 did prepare, distribute, and provide express warranties regarding the
6 copper pipe installed at the Subject Homes. These warranties provide coverage for certain defects
7 in this copper pipe. These warranties were intended for use by customers and end-users of the
8 copper pipe, including Plaintiffs and the class members.

9 68. Does 51-100 expressly warranted in writing to Plaintiffs and the class members that
10 the copper pipe used in the Subject Homes was adequate and proper for the Class Area.

11 69. Plaintiffs reserve the right to amend this complaint to attach copies of the written
12 warranties made and/or to more clearly allege the express warranties made, after a reasonable
13 opportunity for discovery.

14 70. Plaintiffs are informed, believe, and thereupon allege that Does 51-100 breached the
15 express warranties made by incorporating defective copper pipe into the Subject Residences.

16 71. As a direct and proximate result of the breaches of the express warranties by
17 defendants as herein alleged, Plaintiffs and their members have been, and will continue to be,
18 caused damage as more fully described herein.

19 72. As a further direct and proximate result of the breaches of the express warranties by
20 defendants as herein alleged, Plaintiffs and their members have suffered injuries and/or damages to
21 property in an amount not fully known but believed to be within the jurisdiction of this Court.
22 Plaintiffs and their members will establish the amount of their damages at the time of trial
23 according to proof.

24 **FIFTH CAUSE OF ACTION**

25 **(Negligence)**

26 **(By Plaintiffs Against All Defendants)**

27 73. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this
28 Complaint as though fully set forth herein.

1 74. Defendants knew or should have known that the copper pipe was inadequate for the
2 water conditions of the class area, and not properly or adequately designed, tested, engineered,
3 marketed, distributed, marked, labeled, represented (including instructions and warnings), selected,
4 or installed. Defendants knew or should have known that the Subject Homes, which contain
5 defective copper pipe, are defective because they are not and were not developed, designed,
6 manufactured, assembled, constructed, plumbed, distributed, marketed, sold, and/or warranted in
7 accordance with applicable laws, codes, and/or standards of care.

8 75. Plaintiffs have been substantially damaged or injured by Defendants' negligent
9 selection of defective copper pipe.

10 76. Defendants were under a duty to exercise ordinary care to avoid reasonably
11 foreseeable harm to Plaintiffs and their members, and knew or should have foreseen with
12 reasonable certainty that Plaintiffs and/or their members would suffer injury and/or monetary
13 damages as set forth herein by using, specifying for use, and/or installing the copper pipe in the
14 Subject Homes.

15 77. Plaintiffs are informed, believe, and thereupon allege that Defendants breached said
16 duty by negligently designing, developing, manufacturing, distributing, marketing, and/or selling
17 unreasonably unsafe and defective copper pipe, which was installed and used in the Subject
18 Homes, and/or by selecting and/or installing said component in the Subject Homes, or causing the
19 same to be installed, in a manner inconsistent with manufacturer's specifications, local, state and
20 national codes, and/or standards of performance within the industry, as well as failing to select
21 and/or use materials that are capable of performing in a defect-free manner.

22 78. Defendants' negligence includes the failure to provide adequate information to local
23 building code authorities. Plaintiffs, their members, and/or their predecessors-in-interest are
24 members of the class of persons that the building codes and ordinances were designed to protect.
25 Such violations are negligence per se on the part of Defendants.

26 79. As a direct and proximate result of the Defendants' negligence, Plaintiffs and their
27 members have been, and will continue to be, caused damage.

28 80. As a further direct and proximate result of Defendants' negligence, Plaintiffs and

1 their members have suffered injuries and/or damages in an amount not fully known but believed to
2 be within the jurisdiction of this Court in that they have been and will hereafter be required to
3 perform works of repair, restoration, and construction to all or portions of the Subject Homes to
4 prevent further damage and to restore the Subject Homes to their proper habitable condition.
5 Plaintiffs and their members have also been compelled to resort to litigation against Defendants to
6 judicially resolve their differences.

7 81. As a direct and proximate result of the Defendants' negligence, Plaintiffs' have
8 been damaged in, with no limitation to the damages to be proved at trial, the following ways: pin
9 hole leaks, corrosion, leaking, reduced water flow and/or pressure, loss of function, loss of
10 structural integrity, cracks, weeps, leaks, and damage to other property, appliances, and
11 components, including the quality of the water delivered. Plaintiffs are informed and believe that
12 these damages are pervasive and exist in the Subject Homes.

13 82. Plaintiffs and the class members will establish the amount of their damages at the
14 time of trial according to proof.

15 83. The damages suffered by Plaintiffs and the class members, are of the kind that
16 ordinarily do not occur in the absence of negligence, negligence per se, carelessness, and/or as a
17 result of un-workmanlike conduct.

18 84. The damages and/or injuries suffered by Plaintiffs and the class members were
19 caused by an agency or instrumentality over which Defendants had the exclusive right or control,
20 and which was not mishandled or otherwise changed after Defendants relinquished control.

21 85. The damages and/or injuries suffered by Plaintiffs and/or the class members were
22 not due to any voluntary action on the part of Plaintiffs and/or their members.

23 86. Defendants have superior knowledge and/or are in a better position to explain the
24 damages and/or injuries suffered by Plaintiffs and the class members.

25 **SIXTH CAUSE OF ACTION**

26 **(Strict Products Liability)**

27 **(By Plaintiffs Against All Defendants)**

28 87. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this

1 Complaint as though fully set forth herein.

2 88. Plaintiffs are informed, believe, and thereon allege that Defendants and at all times
3 mentioned herein, were, engaged in the mass production of single family homes and/or
4 condominiums for sale and use by the general public, and that Defendants participated in the
5 development, construction, design, planning and/or sale of the Subject Homes. Defendants, as
6 developers, sellers, and/or builders of the Subject Homes, knew that the Subject Homes would be
7 sold to members of the general public for the residential purposes. Further, the Defendants knew
8 or reasonably should have known that the persons who would purchase the Subject Homes would
9 do so without inspection for the incorporation of defective pipe, as set forth herein.

10 89. Defendants, as developers, mass-developers, mass-contractors and mass-producers
11 of the Subject Homes are strictly liable to Plaintiffs for all damages suffered as a result of the
12 defect complained of herein.

13 90. As set forth above, as a direct and proximate result of defendants' conduct,
14 Plaintiffs and class members have been damaged in an amount to be proven at trial. Plaintiffs have
15 been damaged, including but not limited to the fact that their copper pipe is corroding, the cost of
16 removing, replacing, and correcting these defective component parts, the related costs for
17 relocation and alternative housing, and investigative costs, among other damages.

18 91. As a direct and proximate result of the Defendants' conduct, Plaintiffs' have been
19 damaged in, with no limitation to the damages to be proved at trial, the following ways: pin hole
20 leaks, corrosion, leaking, reduced water flow and/or pressure, loss of function, loss of structural
21 integrity, cracks, weeps, leaks, and damage to other property, appliances, and components,
22 including the quality of the water delivered. Plaintiffs are informed and believe that these damages
23 are pervasive and exist in the Subject Homes.

24
25

PRAYER

26 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 27 1. For general, special, and consequential damages;
28 2. For the cost to repair and/or replace the defective copper pipe;

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- 3. For costs and expenditures to correct, cure, or mitigate damages caused or that will be caused by the defects and/or deficiencies as set forth herein;
- 4. Economic losses associated with the defects and/or deficiencies, including loss of use, diminution in value, relocation, and alternative housing;
- 5. For equitable entitlement to attorney’s fees and costs from the common fund;
- 6. For attorney’s fees and costs pursuant to California Code of Civil Procedure section 1021.5;
- 7. For investigative costs and other damages recoverable pursuant to California Civil Code section 944;
- 8. For a preliminary and permanent injunction prohibiting defendants from engaging in the unlawful or fraudulent conduct, or unfair methods of competition, alleged herein;
- 10. For an award of pre-judgment interest on all monetary damages, fees, and costs awarded in this action;
- 11. For a declaratory judgment adjudicating the relative rights and duties of the parties;
- 12. For such other and further relief as the Court deems just and proper.

DATED: August 16, 2021

BRIDGFORD, GLEASON & ARTINIAN
KABATECK BROWN KELLNER LLP
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury of all claims and causes of action in this lawsuit.

DATED: August 16, 2021

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

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