

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

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

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

20 Attorneys for Plaintiffs TODD PERRY (Individually and as Trustee of PERRY LIVING TRUST), and
21 ELIZABETH PERRY (Individually and as Trustee of PERRY LIVING TRUST)
22 on behalf of themselves and all others similarly situated

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

25 GLENN LINDGREN, an individual,
26 CALVIN DUONG, an individual; ROBERT
27 TRUJILLO, an individual; KELLY
28 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.

AND RELATED CROSS-CLAIM.

CASE NO. 30-2013-00649466-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: 5/9/13

STIPULATION OF SETTLEMENT AND RELEASE

1
2 Plaintiffs and Class Representatives Todd Perry (individually and as Trustee of the Perry Living
3 Trust) and Elizabeth Perry (individually and as Trustee of the Perry Living Trust) (“Plaintiffs”), and
4 Defendant Shea Homes, Inc. (“Defendant”), all collectively referred to as the “Parties,” by and through
5 their respective counsel of record, agree to resolve the above-captioned case through this Class Action
6 Settlement and Release Agreement, dated February __, 2023, which is being entered into by the Parties
7 for settlement purposes only.

8 **I. DEFINITIONS**

9 **1.1 Action.** “Action” shall mean the above-captioned lawsuit.

10 **1.2 Agreement.** “Agreement” means this Class Settlement Agreement and Release,
11 including all exhibits hereto.

12 **1.3 Attorney Fee Award.** “Attorney Fee Award” means the amount awarded by the Court
13 to Plaintiffs’ Counsel as attorneys’ fees, costs, expenses, disbursements or other compensation, such
14 amount to be in full and complete satisfaction of Class Counsel’s claim or request (and any request
15 made by any other attorneys) for payment of attorneys’ fees, costs, disbursements and compensation in
16 the Action.

17 **1.4 Award.** “Award” means the *pro rata* benefit to be paid on behalf of each Settlement
18 Class Member from the “Net Settlement Fund.”

19 **1.5 Class.** “Class” shall mean for purposes of this Settlement:

20 *(1) All present owners of residential homes constructed in the Sherborne, Lexington, and*
21 *Sedona communities by Shea Homes, Inc. (“Shea”) in Ladera Ranch whose copper pipes*
22 *have not been replaced with PEX or epoxy coated by prior owners of the homes; or (2)*
23 *Prior owners of residential homes constructed by Shea in the Sherborne, Lexington, and*
24 *Sedona communities in Ladera Ranch who have already replaced their copper pipes with*
25 *PEX or had the pipes epoxy coated, provided that, for 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.

26 **1.6 Class Administrator.** “Class Administrator” shall mean ILYM Group, Inc., 14751
27 Plaza Dr., Suite J, Tustin CA 92780. The Class Administrator shall receive and administer the
28 Settlement Funds.

1 **1.7 Class Counsel.** “Class Counsel” shall mean: Bridgford, Gleason & Artinian, Kabateck
2 LLP, and McNicholas & McNicholas.

3 **1.8 Class Home List.** “Class Home List” shall mean the complete list of the addresses of
4 the homes that are covered by this Settlement and is comprised of those 197 homes developed by
5 Defendant in Ladera Ranch, California identified on Exhibit A hereto.

6 **1.9 Class Representatives.** “Class Representatives” means named plaintiffs and duly
7 appointed class representatives Todd Perry (individually and as Trustee of the Perry Living Trust) and
8 Elizabeth Perry (individually and as Trustee of the Perry Living Trust).

9 **1.10 Court.** “Court” means the Superior Court of California for the County of Orange,
10 Complex Division.

11 **1.11 Defendant.** “Defendant” means Shea Homes, Inc.

12 **1.12 Defendant’s Counsel.** “Defendant’s Counsel” means Julia Bergstrom and Fort
13 Zackary of Koeller, Nebeker, Carlson & Haluck LLP.

14 **1.13 Eligible Share.** “Eligible Share” shall mean each individual Settlement Class
15 Member’s share of the Net Settlement Fund, which will be determined by dividing the Net Settlement
16 Fund by the 197 homes included in the Class.

17 **1.14 Final Approval Hearing.** “Final Approval Hearing” shall mean the hearing conducted
18 by the Court in connection with the determination of the fairness, adequacy and reasonableness of this
19 Agreement and the proposed settlement of the Action, including Class Counsel’s application for the
20 Attorney Fee Award and the Representative Plaintiffs’ Award.

21 **1.15 Final Approval Order and Judgment.** “Final Approval Order and Judgment” shall
22 mean the Court’s Order pursuant to Rule of Court 3.769 that gives final approval of this Agreement and
23 provides for the orderly performance and enforcement of the terms and conditions of this Agreement, as
24 well as the Judgment rendered by the Court pursuant to Rule of Court 3.769(h). The Order shall be in
25 substantially the same form as is agreed by the Parties.

26 **1.16 Motion for Preliminary Approval.** “Motion for Preliminary Approval” shall mean
27 the Motion for Preliminary Approval of the Settlement to be filed in this Action pursuant to California
28 Rule of Court 3.769(c).

1 **1.17 Net Settlement Fund.** “Net Settlement Fund” means the Settlement Fund (including
2 accrued interest) minus (a) Settlement Administrative Costs, (b) the total attorneys’ fees and costs
3 awarded to Class Counsel by the Court; and (c) any incentive payments awarded to the Class
4 Representative by the Court.

5 **1.18 Notice Date.** “Notice Date” shall mean the date on which the Class Administrator shall
6 send the Settlement Class Notices to all Settlement Class Members. The Notice Date shall be no more
7 than ten (10) business days after entry of the Preliminary Approval Order.

8 **1.19 Objection Deadline.** “Objection Deadline” means sixty (60) calendar days from the
9 Notice Date.

10 **1.20 Opt-Out.** “Opt-Out” means a Settlement Class Member (i) who timely submits a
11 properly completed and executed Request for Exclusion, and (ii) who does not rescind that Request for
12 Exclusion before the end of the Opt-Out Period.

13 **1.21 Opt-Out Period.** “Opt-Out Period” means the period commencing on the Notice Date
14 and ending sixty (60) calendar days thereafter during which Settlement Class Members may submit a
15 timely Request for Exclusion. The last day of the Opt-Out Period shall be specifically set forth in the
16 Settlement Class Notices.

17 **1.22 Original Class Members.** All members of the Class to whom a class notice was sent
18 on or about December 2022.

19 **1.23 Participating Settlement Class Member.** “Participating Settlement Class Member”
20 shall mean the Settlement Class Member who is the current owner(s) of each home on the Class Home
21 List, unless (a) a prior owner re-piped the home with PEX or an epoxy coating and submits a Prior
22 Owner Verification Form as provided in Section 4.4 of this Agreement; or (b) the Settlement Class
23 Member Opted Out.

24 **1.24 Parties.** “Parties” shall mean the Class Representatives, the Settlement Class
25 Members, and Defendant.

26 **1.25 Plaintiffs.** “Plaintiffs” shall mean the Class Representatives and the Settlement Class
27 Members.

28 **1.26 Plaintiffs’ Released Parties.** “Plaintiffs’ Released Parties” shall mean Defendant, and

1 each and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated companies
2 and corporations, and each and all of their respective past, present, and future directors, officers,
3 managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,
4 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures,
5 assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal
6 representatives (collectively "Related Persons and Entities"), and any subcontractors, contractors, design
7 professionals, engineers, or other persons or entities who constructed or performed work on behalf of or
8 for the benefit, whether directly or indirectly, for Defendant or any of Defendant's Related Persons and
9 Entities on the homes listed on the Class Home List and each and all of their past, present, and future
10 parents, subsidiaries, subcontractors, affiliated companies and corporations, and each and all of their
11 respective past, present, and future directors, officers, managers, employees, general partners, limited
12 partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives,
13 predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their
14 respective executors, successors, assigns, and legal representatives, as well as any supplier manufacturer
15 or distributor of copper pipe for potable water systems in the Settlement Class Members' homes and
16 each and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated companies
17 and 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 legal
21 representatives.

22 **1.27 Preliminary Approval.** "Preliminary Approval" shall mean that the Court has entered
23 the Preliminary Approval Order.

24 **1.28 Preliminary Approval Date.** "Preliminary Approval Date" means the date on which
25 the Preliminary Approval Order is entered by the Court.

26 **1.29 Preliminary Approval Order.** "Preliminary Approval Order" shall mean the order
27 entered by the Court that grants Preliminary Approval of this Settlement including, among other things,
28 preliminary approval of the terms of the settlement and approval of the form and method of Settlement

1 Class Notices. The Preliminary Approval Order shall be in substantially the form attached hereto as
2 Exhibit D, subject to non-material modifications made by the Court.

3 **1.30 Release by Class Representatives.** "Release by Class Representatives" means the
4 release set forth in Paragraph 5.1 of this Agreement.

5 **1.31 Release by Settlement Class Members.** "Release by Settlement Class Members"
6 means the release set forth in Paragraph 5.2 of this Agreement.

7 **1.32 Releasing Parties.** "Releasing Parties" shall mean the Class Representatives and all
8 Settlement Class Members who did not opt out during the Opt-Out Period.

9 **1.33 Representative Plaintiffs' Award.** "Representative Plaintiffs' Award" means the
10 amount, if any, that is approved by the Court for payment to Class Representatives for acting as class
11 representatives in the Action.

12 **1.34 Request for Exclusion.** "Request for Exclusion" means the submission by Class
13 Members to the Class Administrator requesting to opt out of the settlement. A form Request for
14 Exclusion is attached hereto as Exhibit E.

15 **1.35 Settled Claims of the Class Representatives.** "Settled Claims of the Class
16 Representatives" means collectively any and all claims, demands, rights, liabilities, suits, matters,
17 obligations, damages, losses, costs, actions and causes of action of every nature and description
18 whatsoever, in law or equity, known or unknown, that the Class Representatives ever had against
19 Plaintiffs' Released Parties, as well as any other supplier, manufacturer, distributor, or installer of
20 copper plumbing lines or systems in the Class Representatives' homes and their insurers, including
21 claims for penalties, attorneys' fees and costs of such, that arise from the design, installation, repair, or
22 use of copper plumbing lines and systems in the homes and any alleged violations of California Civil
23 Code § 895 et seq. arising from or in any way relate to the design, installation, repair, or use of copper
24 plumbing lines or systems. The Settled Claims of the Class Representatives specifically extend to
25 claims that the Class Representatives do not know or suspect to exist in their favor at the time of
26 settlement. The foregoing releases constitute a waiver of, without limitation, section 1542 of the
27 California Civil Code, which provides:

28 A general release does not extend to claims that the creditor or releasing party does not

1 know or suspect to exist in his or her favor at the time of executing the release and that, if
2 known by him or her, would have materially affected his or her settlement with the
3 debtor or released party.

4 The Class Representatives understand and acknowledge the significance of these waivers of Civil Code
5 section 1542 and/or of any other applicable law relating to limitations on releases. In connection with
6 such waivers and relinquishments, the Class Representatives acknowledge that they are aware that they
7 may hereafter discover facts in addition to, or different from, those facts they now know or believe to be
8 true with respect to the subject matter of the settlement, but that it is their intention to release finally,
9 fully, and forever, all Settled Claims of the Class Representatives, and in furtherance of such intention,
10 the release of the Settled Claims of the Class Representatives will be and remain in effect
11 notwithstanding the discovery or existence of any such additional or different facts.

12 **1.36 Settled Class Claims.** "Settled Class Claims" means collectively any and all claims,
13 demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of
14 action of every nature and description whatsoever, in law or equity, known or unknown, that the
15 Releasing Parties ever had against Plaintiffs' Released Parties as well as any supplier, manufacturer,
16 distributor, or installer of copper plumbing lines or systems in the Settlement Class Members' homes
17 and their insurers, including claims for penalties, attorneys' fees and costs of such, that arise from or in
18 any way relate to the design, installation, repair, or use of copper plumbing lines or systems in the
19 homes and any alleged violations of California Civil Code § 895 et seq. arising from or in any way
20 related to the design, installation, repair, or use of copper plumbing lines or systems. Without limiting
21 the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* alleged
22 construction defects or *other* claims relating to the construction of the homes identified in Exhibit A,
23 against any parties, including Defendant, which are not alleged in the Action nor otherwise included
24 within the Release by Class Representatives or the Release by Settlement Class Members herein.

25 **1.37 Settlement or Settlement Agreement.** "Settlement" or "Settlement Agreement" shall
26 mean the terms and conditions of this Class Action Settlement and Release Agreement, which is being
27 entered into by the Parties for settlement purposes only.
28

1 **1.38 Settlement Administrative Costs.** “Settlement Administrative Costs” means the costs
2 of administering the settlement by the Class Administrator, including, but not limited to, the costs of
3 mailing the Settlement Class Notices and related documents to Settlement Class Members, and the Class
4 Administrator's costs of administering the portion of the Settlement Fund to be distributed to Settlement
5 Class Members.

6 **1.39 Settlement Class Members.** “Settlement Class Members” shall mean each and all of
7 the members of the Class, estimated to be either a present or a former homeowner for each of the 197
8 homes listed on Exhibit A.

9 **1.40 Settlement Class Notices.** “Settlement Class Notices” means the notices of
10 provisional certification of a Settlement Class and proposed settlement contemplated by this Agreement,
11 substantially in the forms attached hereto collectively as Exhibit B and Exhibit C, more fully described
12 in Section IV of this Agreement.

13 **1.41 Settlement Fund.** “Settlement Fund” shall mean the total amount of \$2,127,600.00
14 that shall be funded by Defendant and wired to Class Administrator’s account within 30 days of Final
15 Approval. The Settlement Fund shall be the exclusive source for all consideration owed pursuant to the
16 Agreement including but not limited to: (a) the benefits to the Settlement Class Members (*i.e.*, the
17 Award); (b) the Attorney Fee Award; (c) Settlement Administrative Costs; and (d) the Representative
18 Plaintiffs’ Award.

19 **1.42 Settlement Effective Date.** “Settlement Effective Date” shall mean the first day
20 following the last of the following occurrences:

21 (a) The time to appeal or seek permission to appeal or seek other judicial
22 review of the Final Approval Order and Judgment has expired with no appeal or other judicial review
23 having been taken or sought; or

24 (b) If an appeal or other judicial review of the Final Approval Order and
25 Judgment has been taken or sought, the date the Final Approval Order and Judgment is finally affirmed
26 by an appellate court with no possibility of subsequent appeal or other judicial review therefrom, or the
27 date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of
28 subsequent appeal or other judicial review.

1 **II. RECITALS**

2 **2.1 Description of the Action.** The original plaintiffs filed this Action on May 9, 2013
3 2013 on behalf of themselves and other allegedly similarly situated persons whose homes were built by
4 Defendant and contained copper plumbing lines and systems that purportedly were inadequate and
5 defective for the water conditions in Ladera Ranch, California.

6 **2.1.0 Litigation of the Action.** Class Counsel assert that they have, for over nine (9)
7 years, vigorously litigated this Action and the other related actions against other developers for the same
8 claim that the chemical interaction between the water supplied in Ladera Ranch and the copper pipes
9 installed by developers lessened the reasonably-expected useful life of the copper pipes and resulted or
10 would result in pinhole leaks. This has included extensive motion practice on the issue of whether the
11 cases can proceed as class actions (which were litigated on two separate occasions before the Court of
12 Appeal) and extensive work with a common water chemist expert.

13 **2.1.1 Discovery in the Action.** The Parties have engaged in extensive discovery and
14 motion practice in connection with this action.

15 **2.1.2 Class Certification.** On August 3, 2022, the Court granted class certification in
16 this action and appointed Todd Perry (individually and as Trustee of the Perry Living Trust) and
17 Elizabeth Perry (individually and as Trustee of the Perry Living Trust) as class representatives.

18 **2.2 Settlement Efforts.** Both prior and subsequent to certification of this class action, the
19 Parties engaged in arms-length negotiations before an experienced private mediator. The mediation that
20 occurred subsequent to class certification was before Ross Hart of Arbitration Mediation Conciliation
21 Center (AMCC). As a result of this mediation, the parties were able to reach agreement on settlement.
22 The terms of that negotiated settlement are reflected in this Agreement.

23 **2.3 Plaintiffs' Reasons for Entering Into Settlement.** Class Counsel and Plaintiffs
24 believe that the claims asserted in this Action have merit. Class Counsel and Plaintiffs, however,
25 recognize the uncertain outcome and the risk of any litigation, especially in complex actions such as this,
26 as well as the difficulties and delays inherent in such litigation. Class Counsel and Plaintiffs are also
27 mindful of the inherent problems of proof and defenses to the claims asserted in this Action. In light of
28 the above, Class Counsel and Plaintiffs believe that the Settlement set forth in this Agreement confers

1 substantial benefits upon the Class, and is fair, just, equitable, reasonable, adequate and in the best
2 interests of all Settlement Class Members.

3 **2.4 Defendant's Reasons for Entering into Settlement.** Defendant has denied, and
4 continues to deny, liability for any of the claims asserted in this Action. Defendant, however, desires to
5 settle the Action, on the terms and conditions set forth in this Agreement, in order to: (a) avoid the
6 burden, expense, and uncertainty of continuing the Action; (b) avoid the diversion of its resources and
7 personnel required by continuing the Action; and (c) put to rest any and all claims that are, or could have
8 been, brought or asserted in this Action, or any similar litigation, in this or any other court's jurisdiction,
9 which are based upon any of the facts, circumstances or conduct alleged in the Action. Defendant has
10 therefore determined that it is desirable and beneficial that the Action be settled upon the terms and
11 conditions set forth in this Agreement. This Agreement is based on the express understanding that
12 nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability,
13 negligence, or wrongdoing on the part of any of Defendant or any of Plaintiffs' Released Parties, all of
14 whom deny liability therefor.

15 **2.5 Conditional Settlement.** Subject to Court approval as provided herein, the Parties
16 stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and
17 upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the
18 Action shall be fully settled and compromised as to the Settlement Class Members upon the terms and
19 conditions set forth below.

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

23 **III. TERMS OF SETTLEMENT**

24 **3.1 Contributions to the Settlement Fund.** Defendant shall pay the sum of \$2,127,600.00
25 to fund the Settlement Fund. Any Settlement Funds allocated to the homes on the Class Homes List
26 whose eligible Settlement Class Member Opt-Out of this Settlement shall revert back to Defendant.

27 **3.1.0 Funding of The Settlement Fund.** Within 30 days of the Court's entry of the
28 Final Approval Order and Judgment of the Settlement, Defendant shall wire to the Class Administrator's

1 account to be established the amount listed in Section 3.1 to be used as the Settlement Fund, consistent
2 with the terms of this Settlement Agreement, and shall be maintained in the Class Administrator's
3 account until distributions are made.

4 **3.1.1 Calculation of Net Settlement Fund.** Within five (5) business days of the
5 Settlement Effective Date, the Class Administrator shall calculate the Net Settlement Fund by deducting
6 from the Settlement Fund the anticipated Settlement Administrative Costs for the Settlement, attorneys'
7 fees and costs awarded by the Court, any incentive payments awarded to the Class Representatives by
8 the Court, and any other payments agreed to by the Parties and approved by the Court.

9 **3.1.2 Calculation of Eligible Shares to each Settlement Class Member.** Within five
10 (5) business days of the Settlement Effective Date, the Class Administrator shall calculate the Eligible
11 Share of the Net Settlement Fund owed to each Settlement Class Member by dividing the Net Settlement
12 Fund by 197 (*i.e.*, the number of homes on the Class Homes List).

13 **3.1.3 Claims Paid.** This is a claims-paid settlement, and, except for prior owners as
14 provided in Section 4.4 of this Agreement, no Participating Settlement Class Member shall be required
15 to submit any claim form in order to obtain an Eligible Share. Every Participating Settlement Class
16 Member who does not file a valid Request for Exclusion shall automatically be entitled to an Eligible
17 Share.

18 **3.1.4 Payment of Claims to the Participating Settlement Class Members.** Within
19 (30) days after the Settlement Effective Date, the Class Administrator shall mail individual settlement
20 checks to each Participating Settlement Class Member.

21 **3.1.5 Disposition of Uncashed Settlement Checks.** Each settlement check mailed by
22 the Class Administrator to Participating Settlement Class Members shall be valid for 180 days from the
23 date shown on the settlement check. Any checks not cashed within that time shall be treated as
24 uncashed checks under California's Unclaimed Property Law and forwarded to the appropriate
25 government authority.

26 **3.1.6 Attorneys' Fees, Costs and Expenses.** Defendant takes no position as to the
27 proper amount of any attorneys' fee award to Class Counsel, and agrees that it will not oppose an
28 application by Class Counsel for attorneys' fees. Class Counsel represent and warrant that they will not

1 seek an attorneys' fees award of more than one-third of the Settlement Fund, which equates to Seven
2 Hundred Nine Thousand Two Hundred Dollars (\$709,200.00) and reimbursement of legal costs up to
3 \$85,000.00, and that these amounts are inclusive of all fees, costs, and expenses of Class Counsel, past
4 and future, in connection with the Action. The fees shall be divided amongst Class Counsel based upon
5 their agreement. The attorneys' fees and costs in the amount awarded by the Court shall be paid directly
6 to Class Counsel from the Settlement Fund within two court days after the Settlement Effective Date.
7 The effectiveness of this Settlement will not be conditioned upon or nor will it be delayed in the event
8 the Court fails to approve Class Counsel's request for attorneys' fees and costs in whole or in part.
9 Defendant shall have no obligation to pay any attorneys' fees or costs to Class Counsel other than such
10 amount awarded by the Court to Class Counsel from the Settlement Fund. Any fees not awarded shall
11 be included within the Net Settlement Fund for distribution to the Participating Settlement Class
12 Members. The Class Representatives have reviewed and approved the aforesaid division of attorneys'
13 fees.

14 **3.1.7 Incentive Payments to the Class Representatives.** Plaintiffs intend to apply to
15 the Court for one (1) incentive payment (collectively for their household) of \$10,000.00 (i.e. a total of
16 \$10,000.00). Defendant takes no position as to the proper amount of any incentive payments to the
17 Class Representatives, and agrees that it will not oppose an application by Class Counsel for the Class
18 Representatives' incentive payments. The effectiveness of this Settlement will not be conditioned upon
19 or delayed by the Court's failure to approve any incentive payments to Class Representatives, and/or the
20 Court's award of incentive payments in an amount less than that sought by Class
21 Representatives. Defendant shall have no obligation to pay any incentive payments to the Class
22 Representatives other than such amount awarded by the Court to the Class Representatives from the
23 Settlement Fund. Any incentive payments not awarded shall be included within the Net Settlement
24 Fund for distribution to the Participating Settlement Class Members.

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

1 **IV. NOTICE TO THE CLASS**

2 **4.1 Contact Information of Potential Class Members.** The Class Administrator has
3 already been provided with the addresses of all homes that are included within the definition of the
4 Class. The Class Administrator has determined in connection with the initial Class Notice and First
5 Questionnaire the identity of all potential Settlement Class Members through the dates of such mailings
6 by conducting a “chain of title” search for the names and addresses of all individuals who had an
7 ownership interest in the subject homes from the date of construction to the present date. Class
8 Administrator shall conduct an updated “chain of title” search to verify the accuracy of the prior title
9 search and identify any subsequent owners in the chain of title since the date of the prior mailings.

10 **4.2 Notice.**

11 **4.2.0** Notice to the potential Settlement Class Members who were not Original Class
12 Members shall be substantially in the form attached hereto as Exhibit B.

13 **4.2.1** Notice to the Original Class Members shall be substantially in the form attached
14 hereto as Exhibit C.

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

19 **4.3.0** The Notices shall be mailed to all potential Settlement Class Members by the
20 Class Administrator within thirty (30) days of Preliminary Approval, in envelopes marked “Personal and
21 Confidential.”

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

28 **4.4 Prior Homeowners.** Under the terms of the Settlement, the current owner shall be

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

9 **4.4.1. Procedure Upon Prior Homeowner Submission of Prior Owners Verification**

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

21 **4.5 Requests for Exclusion.** The Notice attached as Exhibit B shall provide Settlement
22 Class Members who were not Original Class Members an opportunity to Opt Out. In order to request
23 exclusion, such Settlement Class Members must mail a written Request for Exclusion to the Class
24 Administrator. The Request for Exclusion must be signed by the Settlement Class Member, and
25 postmarked no later than the deadline for filing a Request for Exclusion set forth in the Preliminary
26 Approval Order entered by the Court. The Parties agree that they will propose to the Court that the
27 deadline for submitting a Request for Exclusion set forth in the Preliminary Approval Order be sixty
28 (60) days after the date Notice was last mailed. All Settlement Class Members who do not timely and

1 properly file a Request for Exclusion shall be bound by all proceedings, orders, and judgments in the
2 Action, even if the Settlement Class Member has pending, or subsequently initiates, litigation against
3 Defendant relating to the release of Settled Class Claims. A Settlement Class Member who chooses to
4 be excluded from the Settlement Class will be excluded entirely therefrom and, therefore, from
5 participation in the Settlement. The Class Administrator shall timely provide the Parties with copies of
6 all Requests for Exclusion within seven days after receipt of said Requests.

7 **4.6 Objections to Settlement.** Any Settlement Class Member other than Opt Outs may
8 object to the Settlement, motions for attorneys' fees, costs and/or the proposed incentive awards, and/or
9 the proposed Final Approval Order and Judgment. Any Settlement Class Member who is not an Opt
10 Out and who wishes to file such an objection shall, by the date set forth in the Preliminary Approval
11 Order approved by the Court, mail to the Class Administrator a writing containing a clear and specific
12 statement of the objection, as well as the specific reason(s), if any, for each objection, including any
13 legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the
14 Settlement Class Member wishes to introduce in support of the objection. Any Settlement Class
15 Member who is not an Opt Out may file and serve a written objection either on his or her own or
16 through an attorney hired at his or her own expense. Any Settlement Class Member who is not an Opt
17 Out intending to make an appearance at the Final Approval Hearing must: (a) file a notice of
18 appearance with the Court no later than the date set in the Preliminary Approval Order approved by the
19 Court or as the Court may otherwise direct; and (b) mail a copy of the notice of appearance postmarked
20 by the date set forth in the Preliminary Approval Order to the Class Administrator.

21 **4.6.0** Opt Outs shall have no standing to object to the Settlement, motions for attorneys'
22 fees, costs and/or the proposed incentive awards, and/or the proposed Final Approval Order and
23 Judgment. As soon as possible after receipt of an objection, the Class Administrator shall provide a
24 copy of the objection and supporting papers (and the accompanying envelope or other packaging) to
25 Class Counsel and Defendant's Counsel. Any Settlement Class Member who fails to comply with the
26 provisions of this Section shall waive and forfeit any and all rights to object to the Settlement, motions
27 for attorneys' fees, costs and/or the proposed incentive awards, and/or the proposed Final Approval
28 Order and Judgment, and shall be bound by all the terms of the Agreement and by all proceedings,

1 orders, and judgments in the Action.

2 **4.7 Proof of Payment.** Within ninety (90) days after the Settlement Effective Date, the
3 Class Administrator will certify to the Court that settlement checks have been mailed to the applicable
4 Class Members. The certification required by this Section shall be by declaration(s), based on the
5 personal knowledge of the declarant(s), filed with the Court and served on Class Counsel and
6 Defendant's Counsel.

7 **V. RELEASE OF CLAIMS**

8 **5.1 Plaintiffs' Release of Released Parties.** Upon the Settlement Effective Date, Plaintiffs
9 on their own behalves, and on behalf of the Releasing Parties, and all of their respective heirs, executors,
10 administrators, predecessors, successors and assigns, shall and hereby do release and forever discharge
11 Plaintiffs' Released Parties from the Settled Class Claims.

12 **5.2 Release by Settlement Class Members.** Upon the Settlement Effective Date,
13 Settlement Class Members and all of their respective heirs, executors, administrators, predecessors,
14 successors and assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties
15 from the Settled Class Claims.

16 **5.3 Complete Defense.** The Parties shall be deemed to have agreed that the releases set
17 forth in Sections 5.1 and 5.2 will be and may be raised by the Parties and Plaintiffs' Released Parties as
18 a complete defense to, and will preclude any action or proceeding based on the claims set forth therein.

19 **5.4 Effectuation of Settlement.** None of the release set forth herein includes releases of
20 claims to enforce the terms of the Settlement.

21 **VI. PRELIMINARY COURT APPROVAL OF THE SETTLEMENT**

22 **6.1 Motion for Preliminary Approval.** The Parties shall submit this Settlement to the
23 Court in support of the Motion for Preliminary Approval and shall request a determination by the Court
24 as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement, Class
25 Counsel shall apply to the Court for the entry of the Preliminary Approval Order, which shall:

26 (a) Preliminarily approve the Settlement as fair, reasonable, and adequate;

27 (b) Approve as to form and content the proposed Notice substantially in the
28 form attached hereto as Exhibits B and C;

1 (c) Approve the manner of providing Notice to the Settlement Class Members
2 as described in Section IV of this Agreement and find that this manner of notice constitutes the best
3 notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all
4 Settlement Class Members in accordance with California and federal laws and the Constitution of the
5 U.S.;

6 (d) Approve ILYM Group, Inc. as the Class Administrator, or another
7 administrator mutually agreed to by the Parties;

8 (e) Schedule the Final Approval Hearing to be held by the Court to determine:

9 (1) Whether the proposed Settlement should be finally approved as
10 fair, reasonable, and adequate;

11 (2) Whether the Final Approval Order and Judgment should be
12 entered;

13 (3) Whether Class Counsel’s application for an award of attorneys’
14 fees and costs should be approved; and

15 (4) Whether the incentive awards to Plaintiffs as Class
16 Representatives should be approved.

17 (f) Provide that the Final Approval Hearing may be continued and adjourned
18 by the Court without further notice to the Settlement Class Members;

19 (g) Order that Notice to the Settlement Class Members, in the manner
20 described in Section IV of this Settlement Agreement, be disseminated;

21 (h) Approve the procedure for Settlement Class Members who are not
22 Original Class Members to file Requests for Exclusion, substantially in the manner set forth in
23 Section 4.5 of this Agreement, and setting a deadline for Settlement Class Members to exclude
24 themselves from the Class;

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

28 (j) Declare the date on which the Court preliminarily approves the Settlement

1 as the date that the Settlement is deemed filed.

2 **VII. FINAL COURT APPROVAL OF THE SETTLEMENT**

3 **7.1 Entry of Final Approval Order and Judgment.** At the Final Approval Hearing, the
4 Parties will request that the Court, among other things, enter the Final Approval Order and Judgment, in
5 which the Court will: (a) approve the Settlement Agreement as fair, reasonable, adequate, and binding
6 on all Settlement Class Members who do not Opt Out; (b) enter the Final Approval Order and Judgment
7 in accordance with the terms of this Agreement; (c) determine the amount and approve the payment of
8 attorneys' fees and costs; (d) determine the amount of any incentive payments to award to the Class
9 Representative; and (e) provide for the entry of judgment in the Action and for the release of all Settled
10 Class Claims against the Plaintiff's Released Parties by the Class Representatives and all Settlement
11 Class Members who have not submitted valid and timely Requests for Exclusion.

12 **7.1.0 Final Judgment.** The Final Approval Order and Judgment shall include a final
13 judgment, which shall:

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

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

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

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

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

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

25 **VIII. MISCELLANEOUS PROVISIONS**

26 **8.1 Voiding the Agreement.** If the Court denies the Motion for Preliminary Approval or
27 does not enter the Final Approval Order and Judgment, or if the Court's entry of the Final Approval
28 Order and Judgment is reversed on appeal, the Settlement and all related papers including the Motion for

1 Preliminary Approval shall not be used nor be admissible in any subsequent proceedings either in this
2 Court or in any other Court or forum, and the \$2,127,600.00 Settlement Fund shall be returned to
3 Defendant, minus fifty percent (50%) of any actual Settlement Administrative Costs incurred post
4 settlement administration to a limit of \$15,000 from Defendant.

5 **8.2 Signatories' Authority.** The signatories to the Settlement represent that they are
6 authorized to enter into this Agreement and bind their respective Parties to its terms and conditions.

7 **8.3 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
8 accomplish the terms of this Settlement, including, but not limited to, execution of such documents and
9 to take such other action as may reasonably be necessary to implement the terms of this Settlement. The
10 Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other
11 efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this
12 Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
13 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's
14 Final Judgment.

15 **8.4 No Prior Assignments.** The Parties represent, covenant, and warrant that they have
16 not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or
18 right released and discharged in this Settlement.

19 **8.5 Notices.** Unless otherwise provided herein, all notices, demands, or other
20 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
21 the third business day after emailing and mailing by U.S. registered or certified mail, return receipt
22 requested, addressed as follows:

- 23 (a) To the Class:
- 24 Richard K. Bridgford, Esq.
- 25 Michael H. Artinian, Esq.
- 26 Bridgford, Gleason & Artinian
- 27 26 Corporate Plaza, Suite 250
- 28 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

(b) To Defendant:
Julia Bergstrom, Esq.
Fort Zackary, Jr. Esq.
Koeller, Nebeker, Carlson & Haluck LLP
225 Broadway, 21st Floor
San Diego CA 92101
julia.bergstrom@knchlaw.com
fort.zackary@knchlaw.com

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

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

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

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8.9 Integration Clause. This Settlement contains the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged in this Settlement. No rights under this Settlement may be waived except in a writing signed by the Party making the waiver and its counsel.

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

1 **8.11 Class Counsel Signatories.** It is agreed that, because the Settlement Class Members
2 are so numerous, it is impossible or impractical to have each one execute this Settlement. The Notice
3 will advise all Settlement Class Members of the binding nature of the Release. Excepting only the
4 eligible Settlement Class Members who timely submit a Request for Exclusion, the Notice shall have the
5 same force and effect as if this Agreement were executed by each Settlement Class Member with regard
6 to the Settled Class Claims.

7 **8.12 Counterparts.** This Agreement may be executed in counterparts, and when each Party
8 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
9 and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be
10 binding upon and effective as to all Parties.

11 **8.13 Copy as Original.** In any action or proceeding relating to this Agreement, the Parties
12 stipulate that a copy of this Agreement may be admissible to the same extent as the original Agreement.
13 True photocopies, pdf, and/or facsimile copies of signatures hereof shall be deemed as effective as
14 original signatures. In furtherance, and not in limitation, of the preceding sentence, the Parties agree that
15 electronic signatures, including those delivered by pdf or signed through the electronic signature system
16 known as "DocuSign", shall have the same effect as original signatures. The Parties to this Agreement
17 waive any and all rights to object to the enforceability of this Agreement based on the form or delivery
18 of the signatures.

19 **8.14 Governing Law.** This Settlement Agreement shall be governed by the laws of the
20 State of California, without regard to choice-of-law principles.

21 **8.15 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation
22 and implementation of this Settlement Agreement.

23 **8.16 Venue.** Any and all actions or disputes arising out of this Settlement Agreement,
24 including without limitation the enforcement, interpretation, breach, or attempted rescission of this
25 Settlement Agreement, shall be brought exclusively in this Court.

26 **8.17 Waiver.** Any failure by any Party to insist upon the strict performance by any other
27 Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the
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1 provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the
2 right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement
3 Agreement.

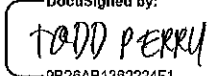
4 **8.18 Conflicts.** In the event of conflict between this Settlement Agreement and any other
5 prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement Agreement
6 shall supersede and control.

7 **8.19 Singular/Plural.** The plural of any defined term includes the singular, and the singular
8 of any defined term includes the plural, as the case may be.


9 **8.20 Reasonable Extensions of Time.** Without further order of the Court, the Parties may
10 agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

11 **IT IS SO AGREED:**

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13 Dated: 3/21/2023

DocuSigned by:

By: _____
Todd Perry
Class Representative Plaintiff

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16 Dated: 4/3/2023


By: _____
Elizabeth Perry
Class Representative Plaintiff

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19 Dated:

By: _____
Defendant Shea Homes, Inc.

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21 Dated:

By: _____
Defendant Shea Homes, Inc.

1 provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the
2 right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement
3 Agreement.

4 **8.18 Conflicts.** In the event of conflict between this Settlement Agreement and any other
5 prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement Agreement
6 shall supersede and control.

7 **8.19 Singular/Plural.** The plural of any defined term includes the singular, and the singular
8 of any defined term includes the plural, as the case may be.

9 **8.20 Reasonable Extensions of Time.** Without further order of the Court, the Parties may
10 agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

11 **IT IS SO AGREED:**

12
13 Dated: By: _____
14 Todd Perry
15 Class Representative Plaintiff

16 Dated: By: _____
17 Elizabeth Perry
18 Class Representative Plaintiff

19 Dated: 3/1/2023 | 11:59:02 AM PST By: DocuSigned by:
20 *Mike Ciauri*
DC1774101800485
Michael Ciauri, Assistant Secretary
21 Defendant Shea Homes, Inc.

22 Dated: 3/1/2023 | 12:59:25 PM PST By: DocuSigned by:
Allison Krensky
CP9E58972304486
Allison Krensky, Assistant Secretary
23 Defendant Shea Homes, Inc.

APPROVED AS TO FORM:

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By: /s/Michael H. Artinian
Michael H. Artinian, Esq.
Bridgford, Gleason & Artinian
Counsel for Plaintiffs

By: /s/Richard L. Kellner
Richard L. Kellner, Esq.
Kabateck LLP
Counsel for Plaintiffs

By: /s/Julia Bergstrom
Julia Bergstrom, Esq.
Koeller, Nebeker, Carlson & Haluck LLP
Counsel for Defendant

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

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

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

20 Attorneys for Plaintiffs TODD PERRY (Individually and as Trustee of PERRY LIVING TRUST), and
21 ELIZABETH PERRY (Individually and as Trustee of PERRY LIVING TRUST) on behalf of
22 themselves and all others similarly situated.

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

25 GLENN LINDGREN, an individual; CALVIN
26 DUONG, an individual; ROBERT TRUJILLO, an
27 individual; KELLY TRUJILLO, an individual;
28 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.

AND RELATED CROSS-CLAIM.

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

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

Judge: Hon. Peter Wilson
Dept: CX-101
Complaint Filed: 5/09/2013

1 WHEREAS, Plaintiffs and Class Representatives Todd and Elizabeth Perry (individually and as
2 Trustees of Perry Living Trust) and Defendant Shea Homes, Inc. have entered into the Class Action
Settlement and Release Agreement, finally executed by all parties as of April 3, 2023 (the "Settlement
3 Agreement") to resolve this matter.

4 WHEREAS, the Court has directed the parties in the related actions to make certain changes to
5 settlements that are identical in form to this Settlement, and those 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. It is hereby clarified, stipulated and agreed that under Section 1.40 of the Settlement
11 Agreement, there is only one owner or set of owners in the chain of title who will qualify as a Class
12 Member.

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

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

1 Dated: April 4, 2023

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

2
3 By: /s/Richard L. Kellner
 /s/Michael H. Artinian
4 Richard L. Kellner
5 Michael Artinian
6 Counsel for Plaintiffs

7 Dated: April 4, 2023

KOELLER NEBEKER CARLSON HALUCK LLP

8
9 By: /s/Julia L. Bergstrom
10 Julia L. Bergstrom
11 Fort A. Zackary
12 Attorneys for Defendant
13 SHEA HOMES, INC.