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21 TRUST), and 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**

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
Assigned for all purposes to:
Judge Peter Wilson
Dept. CX-101

**DECLARATION OF RICHARD L.
KELLNER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: June 29, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: 05/09/2013

1 **DECLARATION OF RICHARD L. KELLNER**

2 I, Richard L. Kellner, declare as follows:

3 1. I am an attorney at law duly licensed to practice before all of the courts of the State of
4 California and am a founder of Kabateck LLP (“KBK”) and presently of-counsel to the firm. KBK is
5 co-counsel of record for Plaintiffs in this action. I have personal knowledge of the proceedings in this
6 matter, including those facts and circumstances stated herein. If called upon to do so, I could and
7 would competently testify under oath as to those matters set forth in this Declaration.

8 2. I have been involved in all aspects of this litigation. KBK, along with its co-counsel
9 Bridgford Gleason & Artinian and McNicholas & McNicholas have been jointly prosecuting this class
10 action and other pinhole leak class actions before this Court.

11 3. KBK was brought into these cases because of our expertise and reputation in handling
12 class actions. KBK is one of the leading plaintiff-only law firms in the United States, having
13 recovered over \$1 billion for its clients. My partner (Brian Kabateck) and I have established a strong
14 reputation throughout the nation for our litigation skills.

15 4. Brian Kabateck is the former President of the Consumer Attorneys of California and the
16 Beverly Hills Bar Association. He has been recognized by the Daily Journal as among the Top 100
17 attorneys in California every year since 2010, and in 2010 shared the NAACP’s Champion of Civil
18 Rights award with me in connection with our representation of the organization in historic predatory
19 lending litigation. Mr. Kabateck has been practicing law for over 28 years.

20 5. I have been practicing law for over 36 years. I have been lead or co-lead plaintiffs’
21 counsel on some of the largest class action in this country and – along with Mr. Kabateck – have
22 recovered more than \$1 billion for our clients. I have tried more than 20 cases to verdict, and handled
23 more than 100 appeals throughout this nation. For more than five years, I served as chair of the
24 Complex Court Committee for the Los Angeles County Bar Association. I have also served as a
25 Trustee for the Los Angeles County Bar Association, and have been a member on the Executive
26 Committee of Bet Tzedek and the National Trial Lawyers. I have been named one of the top 100 trial
27 lawyers in the United States by the National Trial Lawyers Association for the past 9 years.

28 6. Our law firm is staffed by excellent attorneys with a tremendous amount of experience

1 handling class actions.

2 7. We are honored to have prosecuted this class action with other excellent attorneys from
3 Bridgford Gleason & Artinian and McNicholas & McNicholas LLP. Both of these firms have a
4 reputation of being amongst the elite plaintiff attorneys in California.

5 8. I respectfully submit this declaration in support of Plaintiffs' motion for preliminary
6 approval of class action settlement. A true and correct copy of the executed settlement agreement is
7 attached hereto as **Exhibit A**, including minor modifications that were made to conform with this
8 Court's suggestions in connection with substantively identical proposed settlements in the *Ali v.*
9 *Warmington Residential California, Inc., Del Rivero v. Centex Homes of California LLC, Shah v. Pulte*
10 *Home Corporation* and *Smith v. Pulte Home Corporation* related cases..

11 9. The key terms of the proposed settlement provides as follows:

12 a. The Settlement Fund is \$2,127,600.00.

13 b. The 197 class members shall receive the Net Proceeds of the Settlement Fund
14 on a *pro rata* basis, after payment of Court approved attorneys' fees/costs,
15 settlement class administration fees/costs and class representative
16 enhancements.

17 c. The *pro rata* gross settlement for each class home is \$10,800.00.

18 i. This represents 59.18% of the of the average costs for replacing the
19 197 class member homes with PEX by AMA – the contractor who
20 provided the replacement of PEX piping in two other class actions
21 settlements.

22 d. It is a “claims paid” settlement.

23 e. Subject to Court approval of attorneys' fees/costs, class administrator
24 fees/costs and class representative enhancements, each class member will
25 receive more than \$6,580.00.

26 10. In fact, the average *pro rata* damages at trial would likely be less than \$18,249.98
27 per home that was prospectively bid by AMA, since it is likely that the jury would consider the
28 **actual** amount paid by some class members who had replaced their copper pipes with PEX at a

1 lower cost prior to trial. That is because in responses to questionnaires in this case, a number of
2 class members stated that: (a) they have already paid for the replacement of their copper pipe
3 systems; and (b) the individual costs for such PEX repiping was approximately \$13,300.00 per
4 home – which is significantly less than the present \$18,249.98 per home average bid provided by
5 AMA Repiping.

6 11. Accordingly, the *pro rata* gross settlement amount likely constitutes more than
7 59.18% of the damages that could be obtained at trial.

8 12. As will be explained in more detail below, based on my years of experience and the
9 plaintiff attorneys' independent investigation and evaluation, Plaintiffs and Plaintiffs' counsel are of
10 the opinion that the proposed settlement is fair, reasonable and adequate, and is in the best interest of
11 the settlement class.

12 **FACTUAL AND PROCEDURAL BACKGROUND OF THIS CASE**

13 13. The original plaintiffs filed this action on May 9, 2013 on behalf on themselves
14 and other similarly situated individuals who own homes in the class area (Ladera Ranch) that (i)
15 were constructed by Defendants, (ii) that contained copper pipes installed by the Defendants, and
16 (iii) had purchase agreements signed by Defendant on or after January 1, 2003. Plaintiffs'
17 operative complaint alleges a cause of action against Defendants for violations of standards of
18 residential construction (Civ. Code § 895 *et seq.*, including § 896(a)(14) and (15)).

19 14. On August 3, 2022, the Hon. Glenda Sanders (now retired) granted class
20 certification of this case.

21 15. As this Court is well-aware, the Orange County Copper Pipe litigation cases have
22 been heavily litigated for almost ten years. For all practical purposes, issues that are common to
23 all the cases have been litigated in the individual actions – while the remaining actions were
24 either stayed or held in abeyance while the underlying fundamental issues could be resolved
25 before the trial or appellate courts.

26 16. This case was related to a number of the other similar pinhole leak cases early in
27 this action. Ultimately, a total of 15 Orange County Pipe Cases were deemed related before the
28 same judge in the Orange County Superior Court – of which now 10 cases have settled.

1 17. Even though related cases were “technically” litigated separately, the overlap of
2 legal issues in all of the related cases resulted in common rulings that were eventually duplicated
3 in all the actions. Further, during the times when key legal issues were being adjudicated in the
4 related cases on appeal, the litigation of this matter was stayed.

5 18. The first area of major common litigation involved the developer defendants’
6 attacks on the complaint and their assertion that individual issues prevented class treatment. The
7 trial judge (Judge Steven L. Perk) issued rulings that dismissed the class allegations. Those
8 orders were appealed in two cases – *Brasch v. K. Hovnanian, et al.* (Case No. 30-2013-
9 00649417) and *Chiang v. D.R. Horton, et al.* (Case No. 30-2013-00649435) – and the Court of
10 Appeal ultimately reversed Judge Perk’s ruling that had dismissed the class allegations.

11 19. The second area of major common litigation involved the defendant developers’
12 contention that SB 800 did not permit litigation of class claims.

13 a. At first, Judge Thierry Patrick Colaw (who replaced Judge Perk in these
14 related cases), denied numerous motions to dismiss by the developer
15 defendants based upon their claim that the language of SB 800 prohibited
16 class actions.

17 b. Writs were filed by the developer defendants on these Orders – which were all
18 ultimately denied by the Court of Appeal.

19 c. Thereafter, similar motions to dismiss were filed by the developer defendants
20 (some of whom claimed that there was a change in law) and those motions
21 were denied by Judge Sanders (who had replaced Judge Colaw in these related
22 cases).

23 d. Writs again were filed (on Judge Sanders’ Orders) and – this time – the Court
24 of Appeal issued an Order to Show Cause re dismissal based upon the
25 subsequent ruling in the case entitled *Kohler Co. v. Superior Court* (2018) 29
26 Cal.App.5th 55.

27 e. The matter was remanded to Judge Sanders, who conducted extensive
28 hearings and briefings on the issue. Judge Sanders issued Orders on February

1 7, 2019 dismissing the class allegations based upon perceived constraints of
2 *Kohler* and the Court of Appeal’s Order to Show Cause.

3 f. Plaintiffs then appealed that Order. Following full briefing and argument
4 before the Court of Appeal on two of the related cases, the Court of Appeal
5 reversed Judge Sanders’ Order (largely consistent with Judge Sanders’ prior
6 orders denying the attempts to dismiss the class allegations), and ruled that
7 class actions are permitted under SB 800 based on the allegations in the
8 related cases.

9 20. The third major area of litigation involved motions relating to expert testimony.
10 Plaintiffs’ cases in each of the related class actions were largely predicated upon the same
11 underlying expert opinion – *i.e.*, that the combination of the common water in this area supplied
12 by the Water District and the copper pipes resulted in a common chemical reaction that resulted
13 in corrosion that lessens the useful life of the pipes. As a result, tremendous discovery and
14 motion practice revolved around this expert testimony. Multiple defendants filed motions to
15 strike Plaintiffs’ expert’s opinions based upon *Sargon Enterprises, Inc. v. University of Southern*
16 *California* (2012) 55 Cal.4th 747 and its progeny. Ultimately, plaintiffs’ counsel prevailed in
17 such motions before BOTH Judge Colaw and Judge Sanders.

18 21. The fourth major area of litigation involved substantive determination of motions
19 for class certification. Again, there was extensive discovery and motion practice involving class
20 certification – which was largely identical in each of the related Orange County Copper Pipe
21 actions. Following extensive rounds of briefing on multiple cases – as well as multiple hearings
22 – Judge Colaw first granted class certification in the lead related class action (*Del Rivero v.*
23 *Centex*). Thereafter, this Court (Sanders, J.) granted class certification in this action and eight
24 additional related class actions.

25 **A. Settlement Discussions**

26 22. As noted above, Judge Sanders granted Plaintiffs’ motion for class certification on
27 August 3, 2022. However, prior to that ruling (and numerous others that affected this case), the
28 parties attempted to resolve this case through mediation before Ross Feinberg of JAMS in 2021.

1 Unfortunately, the parties were unable to reach a resolution at that time.

2 23. Following the Court’s granting of the motion for class certification – and with the
3 prospects of a potential class trial months away – the parties agreed to a new mediation before a
4 different mediator, Ross Hart of JAMS.

5 24. As a result of this mediation, the parties were able to reach agreement on
6 settlement.

7 25. While we were conducting these settlement negotiations, we engaged in
8 substantial “due diligence” to determine the actual costs for replacing the Class copper pipe
9 systems with PEX by obtaining a bid from AMA Repiping – the company that engaged in the
10 actual repiping of homes in classes that were settled in these related actions. In order to get an
11 accurate price, we provided the floor plans for the various models of homes included in the class.

12 26. While not recommending that any class member utilize AMA Repiping, Class
13 Counsel was able to obtain a bid from AMA Repiping for each home in the class based upon the
14 floor plans for those homes (by address). The per home “bid” for such PEX repiping was
15 between \$15,750.00 to \$20,250.00 per home – or an average of \$18,248.98 per home. The
16 difference in bids was based upon the size of the homes. Class Counsel also obtained AMA
17 Repiping’s contractual commitment to keep these prices for one year.

18 27. As part of our due diligence, we also reviewed the responses to Questionnaire
19 surveys from homeowners regarding the actual costs already incurred by homeowners in this
20 case for replacement of class home copper pipe systems with PEX in the related actions (relative
21 to the AMA Repiping bids). That average cost of replacement was about \$13,300.00 per home.

22 28. Further, we obtained an excel spreadsheet from the applicable government entity
23 for the homes in Ladera Ranch that contain: (a) the plumbing permit history for each home in
24 Ladera Ranch by address; and (b) the details of the plumbing work that was being permitted.
25 From this date (as well as the Questionnaire responses), Class Counsel then determined that
26 approximately 50% of the homes in the Class Area had obtained permits for the replacement of
27 copper pipes.

28 29. As a result, there were two damage models that Class Counsel considered in

1 connection with the settlement negotiations. If only the AMA Repiping bid for all class homes
2 was considered, the average actual “bid” for prospective repiping averaged approximately
3 \$18,249.98 per home. The *pro rata* gross settlement of \$10,800.00 for each home equates to
4 59.18% of the upper-end damages under this damage model.

5 30. The second damage model (which is probably more realistic) incorporates the
6 additional fact that jury’s determination of class damages would also have to consider the costs
7 ***actual incurred*** by class members who have already paid for PEX pipe replacements. From the
8 responses to Class Questionnaires from a portion of the class members, Class Counsel
9 determined that the average cost for the replacement of copper pipes was substantially less than
10 AMA Repiping’s prospective \$18,248.98 per home bid (*i.e.*, at about \$13,300.00 per home).

11 This makes sense, of course, based upon the general increase of construction costs of the years.

12 31. Thus, if damages are calculated at trial by totaling: (a) the amount actually paid
13 by class members for PEX pipe replacements; and (b) the AMA Repiping costs for PEX pipe
14 replacement for those class homes that still have original copper pipes – the total class damages
15 would be less than the first damage model based only on the \$18,248.98 per home AMA
16 Repiping bid.

17 32. As a result, the *pro rata* gross settlement of \$10,800.00 for each home equates to
18 substantially more than 59.18% of the upper-end damages under this second damage model.

19 33. Thus, by any measure, the gross *pro rata* monetary relief is a good result for the
20 class.

21 34. Once the size of the Settlement Fund and the settlement class definition was
22 agreed upon by the parties, negotiation were conducted regarding the amount of attorneys’
23 fees/costs, class administrator fees/costs and class representative enhancements for which
24 Defendants will not provide any objections.

25 35. Plaintiffs’ counsel agreed to a reduced 33 1/3% contingency fee provision which
26 – as will be demonstrated in the motion for approval of attorneys’ fees – represents less than any
27 apportionable lodestar for the actual legal work performed over 9+ years that benefitted the
28 settlement class..

1 36. The settlement is a “claims-paid” settlement – and the only reason that payment
2 would not be made from the Settlement Fund would be if a class member “opts-out” of the
3 settlement.

4 37. The only potential “reversion” will be the net class member portion that would
5 have been due to any opt-outs.

6 38. The Plaintiffs and Class Representatives participated in the settlement
7 negotiations, and fully support the settlement.

8 **B. Class Notice and the Issue Relating to Opt-Outs.**

9 39. This is a certified class action.

10 40. The Settlement Notice for this case addresses the fact that the proposed settlement
11 was negotiated *after* the cases had been certified and class notice was previously provided to the
12 putative class in December 2022.

13 41. This is significant because the putative class members have already been provided
14 with the opportunity to “opt-out” of this case or be bound by the results of the class action.

15 42. As a result, two different sets of Settlement Notice were negotiated – the first for
16 individuals who were provided with Class Notice and the opportunity to opt-out of the class; and
17 the second for subsequent owners who necessarily did not receive the initial Class Notice and the
18 opportunity to opt-out. For the latter, the Settlement Notice provides the distinct opportunity to
19 opt-out.

20 **C. The Terms of the Proposed Settlement.**

21 43. The structure of this Settlement is virtually identical to those that have been
22 preliminarily approved by Judge Glenda Sanders in the *Dye v. Richmond American* (Case No.
23 30-2013-00649460-CU-CD-CXS) and finally approved by this Court in *Foti v. John Laing*
24 *Homes (California), Inc.* (Case No. 30-2013-00649415-CU-CD-CXC) actions.

25 44. At true and correct copy of the executed Proposed Settlement is attached hereto as
26 **Exhibit A**, with all of its exhibits.

27 45. The material terms of the proposed Settlement are as follows:

28 a. Defendants shall establish the Settlement Fund of \$2,127,600.00 for the

1 benefit of the Settlement Class.

2 b. The Settlement Class shall be defined as:

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

17 c. The Class Administrator shall serve by U.S. Mail the notice packets
18 applicable to the prior homeowners who already received Class Notice
19 **(Exhibit C)** and the subsequent homeowners who had not received Class
20 Notice **(Exhibit B)**.

21 i. The primary difference between the two Settlement Notice packets is:
22 (a) the Settlement Notice for the homeowners who were previously
23 sent Class Notice are not provided with opt-out instructions **and** the
24 packet **does not** contain a Request for Exclusion Form; and (b) the
25 Settlement Notice for the homeowners who had not been sent Class
26 Notice are provided with instructions on opting-out of the action **and**
27 the packet contains a Request for Exclusion Form.

28 d. For a homeowner who did not previously receive Class Notice (and thus now

1 has an option to opt-out), such homeowner may exclude him or herself from
2 the Settlement Class (and therefore not be bound by the terms of the
3 Settlement Agreement) by submitting to the Class Administrator a timely and
4 valid written Request for Exclusion, pursuant to the instructions set forth in
5 the Notice (attached as **Exhibit E** to the Settlement Agreement).

6 46. For all Notice papers returned as undeliverable or changed address, the Class
7 Administrator shall re-send the Notice documents after a skip-trace. The Class Administrator
8 must also create a dedicated website for this Settlement, which will make available the
9 Settlement Agreement, the operative Complaint, the pleadings submitted in support of
10 preliminary approval, approval of attorneys' fees, costs and class representative enhancements,
11 and final approval. The dedicated website shall also make available all Orders by this Court with
12 respect to the aforesaid motions.

13 47. In the motion for Final Approval, Class Counsel and Plaintiffs shall report to the
14 Court the specifics of any objections or requests for exclusion

15 **1. The Determination of Class Members Entitled to Payment.**

16 48. The proposed Settlement Agreement provides for the most cost-effective
17 administration of the settlement, which imposes minimal burdens on the Class. Under SB 800,
18 the relief sought in this class action is the cost of replacing the copper pipes that fail to conform
19 with the standards of Civil Code § 896(a)(14) and (15) – *i.e.*, copper pipes that leak and/or
20 corrode so as to lessen their useful life. As a result, in the chain of title for each home, the
21 individual who has a right to redress will be either: (a) a homeowner who replaced the copper
22 pipes; or (b) the present homeowner.

23 49. Because it would be cost-prohibitive to physically inspect each home to determine
24 the individual in the chain of title who has a right to redress, the parties have agreed to the
25 following process that can expeditiously determine the individual who has the right to redress.

26 50. All current homeowners will be deemed a Participating Class Member unless a
27 prior owner had re-piped the home with PEX or an epoxy coating. This is because it is
28 impracticable to inspect every home in the class to determine whether there has been a

1 replacement of the copper pipes by prior owners with PEX or an epoxy coating. As a result, in
2 order for a prior owner to be a participating settlement class member, that prior owner must
3 submit a verification that the prior owner had re-piped the home with PEX or an epoxy coating.

4 The agreed-upon procedures under the proposed settlement agreement are as follows:

5 51. First, the class administrator will determine and then mail the class notice and
6 other documents to the individuals in the chain of title for the homes in the Class List.

7 a. This process will be less expensive than usual since the class administrator
8 will only have to update the chain of title information for those *after* the Class
9 Questionnaires were previously sent.

10 b. The class administrator will also have to determine the individuals who were
11 mailed the Class Notice in 2022 – since they no longer have a right to opt-out.

12 i. Accordingly, two separate Settlement Notice packets will be sent to
13 the homeowners who had previously been mailed Class Notice – and
14 those who had not.

15 52. Second, for the present owners on the Class List to receive any benefits from this
16 Settlement, they do not have to do anything.

17 53. Third, for prior owners who paid for a repipe/epoxy to receive the benefits from
18 this Settlement, they must fill out a simple Prior Owner Verification Form (**Exhibit F**) that
19 attests to their replacement of the copper pipes in the home that is included in the Class..

20 54. In the event a prior owner submits a Prior Owner Verification Form stating that
21 the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Class
22 Administrator shall provide the present owner with written notice: (a) that a prior owner has
23 submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper
24 pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit
25 a written verification to the Class Administrator disputing the prior owner's claim, and state that
26 the home had copper pipes (without any epoxy coating) at the time the present owner obtained
27 title to the home.
28

1 55. In the event that there is a dispute between a prior and present owner as to
2 whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two
3 homeowners shall submit proof supporting their claims to the Class Administrator who will
4 forward such documentation to Ross Feinberg of JAMS who: (a) shall serve as arbitrator of the
5 dispute; and (b) whose determination of those competing claims shall be binding. The costs for
6 Mr. Steinberg's services shall be deemed a "cost" that shall be deductible from the Settlement
7 Fund.

8 **2. Attorneys' Fees and Costs.**

9 56. The proposed Settlement provides that Plaintiffs and Class Counsel shall
10 separately file motions for approval by this Court at the time of final approval of the following:
11 (a) Attorneys' fees not to exceed one-third (1/3) of the Settlement Fund (\$709,200.00), plus costs
12 not to exceed \$85,000.00. It should be noted that Class Counsel's application for reimbursement
13 of costs at the Final Approval Hearing will include those for Class Notice and the Initial
14 Questionnaires that were provided in this case, pursuant to the Court's Orders (provided by
15 ILYM pursuant to the Order granting preliminary approval).

16 57. These administrative costs will be separate and apart from ILYM's settlement
17 administration costs, which will be directly sought for ILYM as a separate line item (capped at
18 \$27,050.00.)

19 **3. Incentive Payments to Named Plaintiffs**

20 58. Pursuant to Section 3.1.7 of the Settlement Agreement, the Named Plaintiffs shall
21 apply for a total sum of \$10,000.00 (collectively) for Mr. and Mrs. Perry, in order to compensate
22 them for their participation as class representatives, subject to approval from this Court. This
23 sum shall be paid from the Settlement Fund.

24 **4. The Proposed Release**

25 59. The release proposed by the Settlement is specifically limited to claims of
26 participating Settlement Class members (who do not choose to opt out); and is further limited to
27 only the claims actually asserted in this action related to any alleged violations of California
28 Civil Code § 895 et seq. arising from the installation of copper pipes. The release expressly

1 excludes any *other* construction defects or *other* claims relating to the construction of the homes.

2 **5. Class Notice**

3 60. In formulating the Class Notice, we endeavored to use language and processes
4 that have been previously approved by this Court in connection with both Class Settlements and
5 Class Certification Notices in these related OC Copper Pipe litigation cases.

6 61. The Notice describes in plain language the background of the litigation, the
7 benefits that Defendant will be providing to the Class Members, the meaning and effect of opting
8 out, the right to object and the procedure to do so, the legal effect of not objecting, and the timing
9 of other important events during the settlement process.

10 62. Indeed, the Notice is modeled after the Federal Judicial Center's forms, as
11 suggested by the Court on its website. It is also substantively identical to the Class Notice that
12 Judge Sanders has approved in other related actions.

13 63. The Notice provides concise details regarding the underlying litigation and
14 explains to Class members the options they have in exercising their rights accordingly. The
15 Notice further explains the scope of their release of Defendant should they decide to participate
16 in the Settlement. The Proposed Notice also provides contact information for the Class
17 Administrator and Class Counsel should Class members have further questions about the
18 litigation or if they seek clarity of the information provided in the Notice, as well as an
19 interactive website.

20 64. We believe that the method of notice proposed for the class is the best notice
21 practicable under the circumstances, *i.e.*, mail. We anticipate that the proposed method of
22 providing notice information is the most reasonable method available.

23 65. With respect to the proposed Class Administrator, Plaintiffs and Plaintiffs'
24 counsel have no financial interest in ILYM or otherwise have a relationship with ILYM Group
25 Inc. that could create a conflict of interest. To further provide some certainty regarding the costs
26 of settlement administration, we have negotiated that ILYM have a cap of \$27,050.00 for its
27 services – which are extensive considering its need to confirm/determine chain of title
28 information and prior owner contact information.

1 **6. The Settlement is Fair and Reasonable**

2 66. With respect to the *pro rata* relief provided, it compares favorably with the
3 potential relief that the class members could receive at trial if they prevail. As noted above,
4 Class Counsel engaged in substantial “due diligence” before settlement negotiations to determine
5 the actual costs for replacing the Class copper pipe systems with PEX by: (1) reviewing the
6 responses to Questionnaire surveys from homeowners regarding the actual costs incurred by
7 those owners who replaced the class home copper pipe systems with PEX; and (2) obtaining a
8 bid from AMA Repiping – the company that engaged in the actual repiping of homes in classes
9 that were settled in these related actions – for the prospective costs for replacing the copper pipe
10 systems..

11 67. Further, Class Counsel obtained an excel spreadsheet from the applicable
12 government entity for the homes in Ladera Ranch that contain: (a) the plumbing permit history
13 for each home in Ladera Ranch by address; and (b) the details of the plumbing work that was
14 being permitted. Class Counsel then determined that approximately 50% of the homes in the
15 Class Area had obtained permits for the replacement of copper pipes.

16 68. The proposed settlement provides for the establishment of a \$2,127,600.00
17 Settlement Fund, which represents on a *pro rata* basis a total of \$10,800.00 for each home.

- 18 a. This represents approximately 59.18% of the higher damage model that only
19 considers the AMA Repiping bid (and not the lower amounts actually paid by
20 some class members who repiped their homes).

21 69. By any measure, this is an extremely good result for the class – given the risks
22 that: (a) normally attend any class trial; (b) the possibility that the jury will not credit Plaintiffs’
23 experts’ opinions regarding general and individual causation; (c) the potential evidentiary issues
24 relating to class damages set forth above; and (d) the possibility of a change in the law.

25 70. Here, the case is particularly subject to risk because it is based upon conflicting
26 expert opinions by individuals with established credentials. The parties further acknowledge that
27 further discovery and trial preparation will be time consuming and expensive, and a trial would
28

1 be protracted and costly. Indeed, there are further potential issues relating to the damage models
2 that the jury would accept at trial.

3 71. For these reasons, Class Counsel and Plaintiffs recognize the risks involved in
4 further litigation. In light of the foregoing, Class Counsel maintain that the gross recovery of
5 approximately 59.18% of the Class’s potential trial damages is fair, reasonable, and adequate,
6 and in the best interest of the Class in light of all known facts and circumstances.

7 72. Indeed, if this matter were to proceed to trial, Class Counsel would be well-within
8 its right to: (a) incur additional expert and trial-related costs; and (b) a 40% contingency fee – all
9 of which would further dilute the net recovery to the Class.

10 73. In the event that this Court approves the maximum application for attorneys’ fees,
11 costs, class representative enhancements and class settlement administration costs, the *pro rata*
12 net payments to each of the 197 class members will be \$6,580.45, calculated as follows:

Gross Settlement Fund	\$2,127,600.00
Attorneys’ Fees (Max)	- \$709,200.00
Attorney Costs (Max)	- \$85,000.00
Class Representative Enhancement	- \$10,000.00
Class Settlement Administration Costs	- <u>\$27,050.00</u>
Subtotal for Distribution	\$1,326,350.00
Per Class Member (÷ 197)	\$6,580.45

18 74. For the Court’s convenience, we are separately attaching the key documents that
19 are also attached to the Settlement Agreement – a true and correct copy of which is attached
20 hereto as **Exhibit A**. This includes a modification that the parties agreed to in a Stipulation to
21 conform with the Court’s suggested changes in connection with the preliminary approval in *Ali*
22 *v. Warmington Residential California, Inc., Del Rivero v. Centex Homes of California LLC, Shah*
23 *v. Pulte Home Corporation* and *Smith v. Pulte Home Corporation*.

24 75. Attached hereto as **Exhibits B** and **C** are the proposed Settlement Notices.

25 76. Attached hereto as **Exhibit D** is the form of the Proposed Order Granting
26 Preliminary Approval (without attaching the referenced exhibits). The complete Proposed Order
27 with Exhibits will be submitted separately.

28 77. Attached hereto as **Exhibit E** is the proposed Request for Exclusion Form.

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78. Attached hereto as **Exhibit F** is the proposed Prior Owner Verification Form.

79. Attached hereto as **Exhibit G** is a true and correct spreadsheet of the Homeowner Questionnaire responses (prepared by defendants) and verified by Class Counsel with respect to the replacement costs already incurred by these homeowners.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 10, 2023, at Los Angeles, California.

/s/Richard L. Kellner
Richard L. Kellner, Esq.

EXHIBIT A

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
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10 633 West Fifth Street, Suite 3200
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12 Telephone: (213) 217-5000
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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*
26 *substantially completed within ten years of the filing of the original complaint in this action*
27 *(or May 9, 2003); (b) the original purchase agreements for the first buyer was signed by*
28 *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 Re-Piping 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.

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 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.

IV. NOTICE TO THE CLASS

1
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 Re-Piping Form shall be served with
7 the Settlement Class Notices and be available on a Class Settlement website maintained by the Class
8 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,

orders, and judgments in the Action.

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

V. RELEASE OF CLAIMS

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

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

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

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

VI. PRELIMINARY COURT APPROVAL OF THE SETTLEMENT

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

- (a) Preliminarily approve the Settlement as fair, reasonable, and adequate;
- (b) Approve as to form and content the proposed Notice substantially in the 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

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.

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.

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.

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.

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
28

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: 3/21/2023

DocuSigned by:

By: _____
Todd Perry
Class Representative Plaintiff

14
15
16 Dated: 4/3/2023


By: _____
Elizabeth Perry
Class Representative Plaintiff

17
18
19 Dated:

By: _____
Defendant Shea Homes, Inc.

20
21
22 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*
DC177A1648DC4B5
Michael Ciauri, Assistant Secretary
21 Defendant Shea Homes, Inc.

22 Dated: 3/1/2023 | 12:59:25 PM PST By: DocuSigned by:
Allison Krensky
C88E56972384468
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

EXHIBIT A

#	Community	Lot Number	Address
1	3251230000 - Lexington	001A - 325123001A	1 CHARDONNAY DRIVE
2	3251230000 - Lexington	001C - 325123001C	2 CLYDESDALE DRIVE
3	3251230000 - Lexington	002C - 325123002C	4 CLYDESDALE DRIVE
4	3251230000 - Lexington	003B - 325123003B	26 FALABELLA DRIVE
5	3251230000 - Lexington	003C - 325123003C	6 CLYDESDALE DRIVE
6	3251230000 - Lexington	004C - 325123004C	8 CLYDESDALE DRIVE
7	3251230000 - Lexington	005B - 325123005B	22 FALABELLA DRIVE
8	3251230000 - Lexington	005C - 325123005C	10 CLYDESDALE DRIVE
9	3251230000 - Lexington	006B - 325123006B	20 FALABELLA DRIVE
10	3251230000 - Lexington	006C - 325123006C	37 ABYSSINIAN WAY
11	3251230000 - Lexington	007C - 325123007C	35 ABYSSINIAN WAY
12	3251230000 - Lexington	008C - 325123008C	33 ABYSSINIAN WAY
13	3251230000 - Lexington	009C - 325123009C	29 ABYSSINIAN WAY
14	3251230000 - Lexington	010B - 325123010B	12 FALABELLA DRIVE
15	3251230000 - Lexington	011B - 325123011B	10 FALABELLA DRIVE
16	3251230000 - Lexington	011C - 325123011C	23 ABYSSINIAN WAY
17	3251230000 - Lexington	012B - 325123012B	8 FALABELLA DRIVE
18	3251230000 - Lexington	013A - 325123013A	40 DOWNING STREET
19	3251230000 - Lexington	013B - 325123013B	6 FALABELLA DRIVE
20	3251230000 - Lexington	014C - 325123014C	9 ABYSSINIAN WAY
21	3251230000 - Lexington	015C - 325123015C	7 ABYSSINIAN WAY
22	3251230000 - Lexington	016A - 325123016A	46 DOWNING STREET
23	3251230000 - Lexington	016B - 325123016B	29 ARDENNES DRIVE
24	3251230000 - Lexington	016C - 325123016C	5 ABYSSINIAN WAY
25	3251230000 - Lexington	017B - 325123017B	27 ARDENNES DRIVE
26	3251230000 - Lexington	017C - 325123017C	1 ABYSSINIAN WAY
27	3251230000 - Lexington	018A - 325123018A	50 DOWNING STREET

28	3251230000 - Lexington	018B - 325123018B	25 ARDENNES DRIVE
29	3251230000 - Lexington	018C - 325123018C	2 ABYSSINIAN WAY
30	3251230000 - Lexington	019A - 325123019A	52 DOWNING STREET
31	3251230000 - Lexington	019B - 325123019B	23 ARDENNES DRIVE
32	3251230000 - Lexington	019C - 325123019C	4 ABYSSINIAN WAY
33	3251230000 - Lexington	020A - 325123020A	54 DOWNING STREET
34	3251230000 - Lexington	020C - 325123020C	6 ABYSSINIAN WAY
35	3251230000 - Lexington	021A - 325123021A	56 DOWNING STREET
36	3251230000 - Lexington	021B - 325123021B	19 ARDENNES DRIVE
37	3251230000 - Lexington	021C - 325123021C	8 ABYSSINIAN WAY
38	3251230000 - Lexington	022C - 325123022C	10 ABYSSINIAN WAY
39	3251230000 - Lexington	023B - 325123023B	15 ARDENNES DRIVE
40	3251230000 - Lexington	023C - 325123023C	12 ABYSSINIAN WAY
41	3251230000 - Lexington	024A - 325123024A	51 DOWNING STREET
42	3251230000 - Lexington	024B - 325123024B	11 ARDENNES DRIVE
43	3251230000 - Lexington	024C - 325123024C	16 ABYSSINIAN WAY
44	3251230000 - Lexington	025B - 325123025B	9 ARDENNES DRIVE
45	3251230000 - Lexington	025C - 325123025C	18 ABYSSINIAN WAY
46	3251230000 - Lexington	026B - 325123026B	7 ARDENNES DRIVE
47	3251230000 - Lexington	026C - 325123026C	20 ABYSSINIAN WAY
48	3251230000 - Lexington	027A - 325123027A	45 DOWNING STREET
49	3251230000 - Lexington	027B - 325123027B	5 ARDENNES DRIVE
50	3251230000 - Lexington	027C - 325123027C	22 ABYSSINIAN WAY
51	3251230000 - Lexington	028B - 325123028B	1 ARDENNES DRIVE
52	3251230000 - Lexington	028C - 325123028C	24 ABYSSINIAN WAY
53	3251230000 - Lexington	030B - 325123030B	7 HANOVERIAN WAY
54	3251230000 - Lexington	030C - 325123030C	28 ABYSSINIAN WAY
55	3251230000 - Lexington	031B - 325123031B	9 HANOVERIAN WAY

56	3251230000 - Lexington	032B - 325123032B	11 HANOVERIAN WAY
57	3251230000 - Lexington	032C - 325123032C	32 ABYSSINIAN WAY
58	3251230000 - Lexington	033B - 325123033B	25 FALABELLA DRIVE
59	3251230000 - Lexington	033C - 325123033C	34 ABYSSINIAN WAY
60	3251230000 - Lexington	034B - 325123034B	23 FALABELLA DRIVE
61	3251230000 - Lexington	034C - 325123034C	36 ABYSSINIAN WAY
62	3251230000 - Lexington	035B - 325123035B	19 FALABELLA DRIVE
63	3251230000 - Lexington	036B - 325123036B	15 FALABELLA DRIVE
64	3251230000 - Lexington	037B - 325123037B	20 ARDENNES DRIVE
65	3251230000 - Lexington	038B - 325123038B	18 ARDENNES DRIVE
66	3251230000 - Lexington	041B - 325123041B	10 ARDENNES DRIVE
67	3251230000 - Lexington	043B - 325123043B	6 ARDENNES DRIVE
68	3251430000 - Sedona	001A - 325143001A	34 FOLIATE WAY
69	3251430000 - Sedona	001B - 325143001B	1 COPIOUS LANE
70	3251430000 - Sedona	002A - 325143002A	32 FOLIATE WAY
71	3251430000 - Sedona	002B - 325143002B	3 COPIOUS LANE
72	3251430000 - Sedona	003A - 325143003A	30 FOLIATE WAY
73	3251430000 - Sedona	003B - 325143003B	5 COPIOUS LANE
74	3251430000 - Sedona	004A - 325143004A	28 FOLIATE WAY
75	3251430000 - Sedona	004B - 325143004B	7 COPIOUS LANE
76	3251430000 - Sedona	005A - 325143005A	26 FOLIATE WAY
77	3251430000 - Sedona	005B - 325143005B	9 COPIOUS LANE
78	3251430000 - Sedona	006A - 325143006A	24 FOLIATE WAY
79	3251430000 - Sedona	006B - 325143006B	11 COPIOUS LANE
80	3251430000 - Sedona	007A - 325143007A	22 FOLIATE WAY
81	3251430000 - Sedona	007B - 325143007B	15 COPIOUS LANE
82	3251430000 - Sedona	008A - 325143008A	20 FOLIATE WAY
83	3251430000 - Sedona	008B - 325143008B	16 COPIOUS LANE

84	3251430000 - Sedona	009A - 325143009A	18 FOLIATE WAY
85	3251430000 - Sedona	009B - 325143009B	12 COPIOUS LANE
86	3251430000 - Sedona	010A - 325143010A	12 FOLIATE WAY
87	3251430000 - Sedona	010B - 325143010B	10 COPIOUS LANE
88	3251430000 - Sedona	011A - 325143011A	10 FOLIATE WAY
89	3251430000 - Sedona	011B - 325143011B	8 COPIOUS LANE
90	3251430000 - Sedona	012A - 325143012A	1 FOLIATE WAY
91	3251430000 - Sedona	012B - 325143012B	6 COPIOUS LANE
92	3251430000 - Sedona	013A - 325143013A	3 FOLIATE WAY
93	3251430000 - Sedona	013B - 325143013B	4 COPIOUS LANE
94	3251430000 - Sedona	014A - 325143014A	5 FOLIATE WAY
95	3251430000 - Sedona	014B - 325143014B	1 GALORA LANE
96	3251430000 - Sedona	015A - 325143015A	7 FOLIATE WAY
97	3251430000 - Sedona	015B - 325143015B	3 GALORA LANE
98	3251430000 - Sedona	016A - 325143016A	9 FOLIATE WAY
99	3251430000 - Sedona	016B - 325143016B	5 GALORA LANE
100	3251430000 - Sedona	017A - 325143017A	11 FOLIATE WAY
101	3251430000 - Sedona	017B - 325143017B	7 GALORA LANE
102	3251430000 - Sedona	018A - 325143018A	15 FOLIATE WAY
103	3251430000 - Sedona	018B - 325143018B	9 GALORA LANE
104	3251430000 - Sedona	019A - 325143019A	17 FOLIATE WAY
105	3251430000 - Sedona	019B - 325143019B	11 GALORA LANE
106	3251430000 - Sedona	020A - 325143020A	19 FOLIATE WAY
107	3251430000 - Sedona	020B - 325143020B	12 GALORA LANE
108	3251430000 - Sedona	021A - 325143021A	21 FOLIATE WAY
109	3251430000 - Sedona	021B - 325143021B	10 GALORA LANE
110	3251430000 - Sedona	022B - 325143022B	8 GALORA LANE
111	3251430000 - Sedona	023A - 325143023A	39 FOLIATE WAY

112	3251430000 - Sedona	023B - 325143023B	6 GALORA LANE
113	3251430000 - Sedona	024A - 325143024A	41 FOLIATE WAY
114	3251430000 - Sedona	024B - 325143024B	4 GALORA LANE
115	3251430000 - Sedona	025A - 325143025A	43 FOLIATE WAY
116	3251430000 - Sedona	025B - 325143025B	1 ILLUMINATA LANE
117	3251430000 - Sedona	026A - 325143026A	44 FOLIATE WAY
118	3251430000 - Sedona	026B - 325143026B	3 ILLUMINATA LANE
119	3251430000 - Sedona	027A - 325143027A	42 FOLIATE WAY
120	3251430000 - Sedona	027B - 325143027B	5 ILLUMINATA LANE
121	3251430000 - Sedona	028A - 325143028A	40 FOLIATE WAY
122	3251430000 - Sedona	028B - 325143028B	7 ILLUMINATA LANE
123	3251430000 - Sedona	029A - 325143029A	38 FOLIATE WAY
124	3251430000 - Sedona	029B - 325143029B	9 ILLUMINATA LANE
125	3251430000 - Sedona	030A - 325143030A	36 FOLIATE WAY
126	3251430000 - Sedona	030B - 325143030B	8 ILLUMINATA LANE
127	3251430000 - Sedona	031A - 325143031A	4 FALLOW LANE
128	3251430000 - Sedona	031B - 325143031B	6 ILLUMINATA LANE
129	3251430000 - Sedona	032A - 325143032A	6 FALLOW LANE
130	3251430000 - Sedona	032B - 325143032B	4 ILLUMINATA LANE
131	3251430000 - Sedona	033A - 325143033A	7 FALLOW LANE
132	3251430000 - Sedona	033B - 325143033B	2 ILLUMINATA LANE
133	3251430000 - Sedona	034A - 325143034A	5 FALLOW LANE
134	3251430000 - Sedona	034B - 325143034B	2 EPONA WAY
135	3251430000 - Sedona	035A - 325143035A	3 FALLOW LANE
136	3251430000 - Sedona	035B - 325143035B	4 EPONA WAY
137	3251430000 - Sedona	036A - 325143036A	1 FALLOW LANE
138	3251430000 - Sedona	036B - 325143036B	6 EPONA WAY
139	3251430000 - Sedona	0037 - 3251430037	8 EPONA WAY

140	3251430000 - Sedona	0038 - 3251430038	11 EPONA WAY
141	3251430000 - Sedona	0039 - 3251430039	9 EPONA WAY
142	3251430000 - Sedona	0040 - 3251430040	7 EPONA WAY
143	3251430000 - Sedona	0041 - 3251430041	5 EPONA WAY
144	3251430000 - Sedona	0042 - 3251430042	3 EPONA WAY
145	3251430000 - Sedona	0043 - 3251430043	1 EPONA WAY
146	3251240000 - Sherborne	001A - 325124001A	23 DENNIS LANE
147	3251240000 - Sherborne	001B - 3251240001B	8 JEREMIAH LANE
148	3251240000 - Sherborne	002A - 325124002A	21 DENNIS LANE
149	3251240000 - Sherborne	002B - 3251240002B	6 JEREMIAH LANE
150	3251240000 - Sherborne	003A - 325124003A	19 DENNIS LANE
151	3251240000 - Sherborne	003B - 3251240003B	4 JEREMIAH LANE
152	3251240000 - Sherborne	004A - 325124004A	17 DENNIS LANE
153	3251240000 - Sherborne	004B - 3251240004B	2 JEREMIAH LANE
154	3251240000 - Sherborne	005A - 325124005A	15 DENNIS LANE
155	3251240000 - Sherborne	005B - 3251240005B	1 JEREMIAH LANE
156	3251240000 - Sherborne	006A - 325124006A	11 DENNIS LANE
157	3251240000 - Sherborne	006B - 3251240006B	3 JEREMIAH LANE
158	3251240000 - Sherborne	007A - 325124007A	9 DENNIS LANE
159	3251240000 - Sherborne	007B - 3251240007B	5 JEREMIAH LANE
160	3251240000 - Sherborne	008A - 325124008A	5 DENNIS LANE
161	3251240000 - Sherborne	008B - 3251240008B	7 JEREMIAH LANE
162	3251240000 - Sherborne	009A - 325124009A	1 DENNIS LANE
163	3251240000 - Sherborne	009B - 3251240009B	9 JEREMIAH LANE
164	3251240000 - Sherborne	010A - 325124010A	2 DENNIS LANE
165	3251240000 - Sherborne	010B - 3251240010B	17 ROSHELLE LANE
166	3251240000 - Sherborne	011A - 325124011A	4 DENNIS LANE
167	3251240000 - Sherborne	011B - 3251240011B	15 ROSHELLE LANE

168	3251240000 - Sherborne	012A - 325124012A	6 DENNIS LANE
169	3251240000 - Sherborne	012B - 3251240012B	11 ROSHELLE LANE
170	3251240000 - Sherborne	013A - 325124013A	8 DENNIS LANE
171	3251240000 - Sherborne	013B - 3251240013B	9 ROSHELLE LANE
172	3251240000 - Sherborne	014B - 3251240014B	7 ROSHELLE LANE
173	3251240000 - Sherborne	015A - 325124015A	4 ELISSA LANE
174	3251240000 - Sherborne	015B - 3251240015B	2 ROSHELLE LANE
175	3251240000 - Sherborne	016A - 325124016A	6 ELISSA LANE
176	3251240000 - Sherborne	016B - 3251240016B	4 ROSHELLE LANE
177	3251240000 - Sherborne	017A - 325124017A	8 ELISSA LANE
178	3251240000 - Sherborne	017B - 3251240017B	6 ROSHELLE LANE
179	3251240000 - Sherborne	018A - 325124018A	10 ELISSA LANE
180	3251240000 - Sherborne	018B - 3251240018B	8 ROSHELLE LANE
181	3251240000 - Sherborne	019A - 325124019A	12 ELISSA LANE
182	3251240000 - Sherborne	019B - 3251240019B	10 ROSHELLE LANE
183	3251240000 - Sherborne	020A - 325124020A	16 ELISSA LANE
184	3251240000 - Sherborne	020B - 3251240020B	12 ROSHELLE LANE
185	3251240000 - Sherborne	021A - 325124021A	18 ELISSA LANE
186	3251240000 - Sherborne	021B - 3251240021B	18 ROSHELLE LANE
187	3251240000 - Sherborne	022A - 325124022A	20 ELISSA LANE
188	3251240000 - Sherborne	022B - 3251240022B	20 ROSHELLE LANE
189	3251240000 - Sherborne	023B - 3251240023B	22 ROSHELLE LANE
190	3251240000 - Sherborne	024A - 325124024A	19 ELISSA LANE
191	3251240000 - Sherborne	024B - 3251240024B	24 ROSHELLE LANE
192	3251240000 - Sherborne	025A - 325124025A	17 ELISSA LANE
193	3251240000 - Sherborne	025B - 3251240025B	26 ROSHELLE LANE
194	3251240000 - Sherborne	026A - 325124026A	15 ELISSA LANE
195	3251240000 - Sherborne	026B - 3251240026B	28 ROSHELLE LANE

196	3251240000 - Sherborne	027A - 325124027A	11 ELISSA LANE
197	3251240000 - Sherborne	028A - 325124028A	9 ELISSA LANE

EXHIBIT B

**Notice of Proposed Class Action Settlement
And Final Approval Hearing Date for Court Approval**

Glenn Lindgren, et al. v. Shea Homes, Inc., Case No. 30-2013-00649446-CU-CD-CXC -CU-CD-CXC

THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT CAREFULLY.

You May be Entitled to Receive Compensation Under a Proposed
Class Action Settlement.

A proposed settlement has been reached between Defendant Shea Homes, Inc. and plaintiffs Todd Perry (individually and as Trustee of the Perry Living Trust) and Elizabeth Perry (individually and as Trustee of the Perry Living Trust) (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Hon. Glenda Sanders (Ret.) has previously certified this case as class action, based upon Plaintiffs’ allegation that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes.

Defendant has denied, and continue to deny, liability for any of the claims asserted in this Action.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval.

The individuals who may be entitled to participate in this class action are:

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

The settlement will provide for a fund of **\$2,127,600.00** to cover payments to approximately 197 Class members, settlement administration expenses, attorneys’ fees and litigation expenses, incentives for the Class Representatives, and any other related expenses which may be approved by the Court. Each Class member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and incentives.

To be a member of the Class, you must be a present owner of a home listed on Exhibit A hereto (“Class Home”) whose copper pipes were not replaced by prior owners, **or** you must be a prior owner of a Class Home who replaced the copper pipes in the home with PEX or epoxy coating.

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

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

- **If you are a member of the Settlement Class, your legal rights are affected whether you act or don't act. Please read this entire notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
If you are a member of the Settlement Class your options are to:	
WHAT TO I HAVE TO DO TO QUALIFY FOR A PAYMENT	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced the home's copper pipe systems. IF A PRIOR OWNERS SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form and demonstrate that you replaced the entire copper pipe system when you owned the home. See Questions 8-9 and 24, <i>below</i>.</p>
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE], _____,	<p>You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against Defendant based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 13-15, <i>below</i>.</p>
WRITTEN OBJECTION BY [60 DAYS AFTER DATE OF NOTICE], 2023	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. See Questions 18-22, <i>below</i>.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Settlement Administrator, ILYM, at (866) 826-2818, or [email address] or Class Counsel, **Bridgford Gleason & Artinian** at (949) 831-6611 or mike.artinian@bridgfordlaw.com.

- The Court still has to decide whether to provide final approval of the settlement. Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice?

This lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC, was filed on May 9, 2013 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Class because you are in the chain of title for one of the homes included within the class and Settlement.

This Court granted class certification in this action. Thereafter, the parties engaged in settlement negotiations that resulted in this proposed settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Toddy Perry and Elizabeth Perry are acting on behalf of all are Class Members. Class Members own Class Homes that contain copper pipes that allegedly are inadequate and defective for the water conditions in Ladera Ranch, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and deny that Plaintiffs and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has determined that this action may proceed as a class action.

3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Todd Perry and Elizabeth Perry) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiff or Defendant. Instead, both sides agreed to the settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

If you have received this notice, you may fall within the Class defined on the first page of this Notice.

You have been preliminarily identified as a potential member of the Class, based upon the fact that you are in the chain of title for one of the Class Homes listed in Exhibit A.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include persons who opt-out or exclude themselves from the settlement in a timely and correct manner by submitting a written request for exclusion. Questions 13-15 below describe how to opt-out of the Settlement Class and settlement.

7. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Settlement?

If you are a prior owner of a Class Home listed in Exhibit A and you replaced your copper pipes with PEX or epoxy coatings, you must fill out and submit a Prior Owner Verification Form attached hereto and submit it to the Settlement Administrator on or before _____.

8. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

No. The Class Members are only those individuals who: (a) presently own a Class Home and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a Class Home and replaced the copper pipes in the home with PEX or epoxy coatings. There is only one owner in the chain of title who will qualify as a Class Member.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

Defendant will establish a settlement fund totaling \$2,127,600.00. The settlement fund will provide payment for the following: (a) payments to the Class members, (b) the expense of administration of the settlement incurred by the Settlement Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class

Representatives' incentives, and Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Class members, in equal shares.

The parties will request Court approval for the payment of expenses actually incurred by the Settlement Administrator from the settlement fund, up to a maximum of \$27,050. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$709,200.00) and litigation expenses not to exceed \$85,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

The following example is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

The proposed settlement fund is \$2,127,600.00. There are 197 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$27,050.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$794,200.00), the net settlement fund amount would be \$1,296,350.00. Each of the 197 Class members would receive approximately \$6,580.45.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at █, toll-free, or by e-mail at [email address].

10. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Class member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the Class Homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the Class Homes, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at █, toll-free, or by e-mail at [email address].

Unless you exclude yourself, as a member of the Class, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

HOW TO GET A PAYMENT

11. How can I receive my settlement payment?

If you are a prior owner who has replaced the copper pipes with PEX or epoxy coatings, you must submit the Prior Owner Verification Form to the Settlement Administrator by _____.

If you are a present owner and no prior owner submits a Prior Owner Verification Form, you do not need to do anything to participate in the settlement. You will then receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final.

In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Settlement Administrator shall provide you with written notice: (a) that a prior owner has submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit a written verification that the home had copper pipes (without any epoxy coating) at the time the present owner obtained title to the home.

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Settlement Administrator who shall forward such writings to Ross Feinberg of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Ross Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Class members only after the Court grants "final approval" of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is _____, or _____ days after the date presently set for the final approval hearing.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant over the legal issues in this case, or if you do not wish to participate in the settlement for any other reason, you must take steps to exclude yourself from the settlement. This is sometimes called "opting-out" of the settlement.

13. If I exclude myself, can I get anything from the settlement?

No. If you opt out of the settlement you will not receive any settlement payment and you cannot object to the settlement or appear at the fairness hearing. By opting out of the settlement, you will not release any claims which otherwise would be released by the settlement and you will not be bound by any judgment or orders of the Court in approving the settlement. You will retain whatever rights or claims you may have, if any, against Defendant, and you will be free to continue or pursue your own lawsuit against Defendant, if you choose to do so.

14. If I don't exclude myself, can I sue later?

No. Unless you timely and validly exclude yourself from the settlement by the deadline of [60-day deadline], 2023, you will give up the right to sue Defendant for the claims that this Settlement releases and resolves.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Settlement Administrator with a postmark no later than [60-day date], 2023, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

You cannot exclude yourself from the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. If you submitted a timely yet insufficient request for exclusion, the Settlement Administrator will contact you. We ask that you cooperate with the Settlement Administrator to achieve your desired result in connection with this settlement.

Class members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the settlement and any final judgment and orders of the Court entered in this lawsuit if the settlement is approved, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Class as “Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

17. How will the costs of the lawsuit and settlement be paid?

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$794,200.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$10,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$27,050.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Class Counsels’ fees and expenses, the Class Representative’s incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

OBJECTING TO THE SETTLEMENT

If you do not request to be excluded (opt out), you can tell the Court if you don’t agree with the settlement or any part of it.

18. How do I tell the Court if I don’t agree with the settlement?

If you are a Class member, you can object to the settlement if you don’t agree with any part of it and don’t think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. Your writing must also include: (a) your name, address, and telephone

number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection or personally provide them at the time of the Final Fairness Hearing, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

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

SETTLEMENT ADMINISTRATOR
ILYM

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Settlement Administrator.

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

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the Settlement Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a Settlement Class member; (ii) be subject to the orders and judgment of the Court; and (iii) will still participate in the settlement if it is approved by the Court. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing at **2:00 pm (PST)** on **[redacted]**, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa

Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 21-22, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it, but you have the right to do so.. Although no Class member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

22. May I speak at the hearing?

Any Settlement Class member may ask the Court for permission to speak at the final approval hearing in support of the objection.

Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Class member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

GETTING MORE INFORMATION

24. How do I get more information?

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Settlement Administrator, or contact Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www. [redacted] .com

To Contact the Settlement Administrator:

Toll Free Number: [redacted]

Email: [REDACTED]

Contact the Attorneys for the Class:

Richard K. Bridgford, Esq.
Michael H. Artinian, Esq.
Bridgford, Gleason & Artinian
26 Corporate Plaza, Suite 250
Newport Beach, CA 92660
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.
Kabateck LLP
633 West Fifth Street, Suite 3200
Los Angeles, CA 90017
rlk@kbklawyers.com

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-00649466) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

Dated: _____, 2023

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

**Notice of Proposed Class Action Settlement
And Final Approval Hearing Date for Court Approval**

Glenn Lindgren, et al. v. Shea Homes, Inc., et al.
Case No. 30-2013-00649466-CU-CD-CXC

THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT CAREFULLY.

You May be Entitled to Receive Compensation Under a Proposed
Class Action Settlement.

A proposed settlement has been reached between Defendant Shea Homes, Inc. (“Defendant”) and plaintiffs Todd Perry (individually and as Trustee of the Perry Living Trust) and Elizabeth Perry (individually and as Trustee of the Perry Living Trust) (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649466-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Hon. Glenda Sanders has previously certified this case as class action, based upon Plaintiffs’ allegation that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes.

Defendant has denied, and continues to deny, liability for any of the claims asserted in this Action.

YOU ARE SUBJECT TO THIS SETTLEMENT AND POTENTIALLY ENTITLED TO RELIEF IN THIS SETTLEMENT BECAUSE YOU DID NOT OPT OUT OF THE ACTION FOLLOWING SERVICE OF THE CLASS NOTICE IN OR AROUND FEBRUARY 2018.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval.

The individuals who may be entitled to participate in this class action are:

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

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

The settlement will provide for a fund of **\$2,127,600.00** to cover payments to approximately 197 Class members, settlement administration expenses, attorneys' fees and litigation expenses, incentives for the Class Representatives, and any other related expenses which may be approved by the Court. Each Class member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and incentives.

To be a member of the Class, you must be a present owner of a home listed on Exhibit A hereto ("Class Home") whose copper pipes were not replaced by prior owners, **or** you must be a prior owner of a Class Home who replaced the copper pipes in the home with PEX or epoxy coating. All other individuals in the chain of title for the homes listed on Exhibit A are NOT members of the Class. In other words, there is only one owner in the chain of title who will qualify as a Class Member

- **If you are a member of the Class, your legal rights are affected whether you act or don't act. Please read this entire notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
If you are a member of the Settlement Class your options are to:	
WHAT TO I HAVE TO DO TO QUALIFY FOR A PAYMENT	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced the home's copper pipe systems. IF A PRIOR OWNERS SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>See Questions 7-8 and 19, <i>below</i>.</p>
WRITTEN OBJECTIONS BY [60 DAYS AFTER DATE OF NOTICE], 2023	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. See Questions 16-18, <i>below</i>.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Settlement Administrator,

ILYM, at (866) 826-2818, or [email address] or Class Counsel, Bridgford Gleason & Artinian at (949) 831-6611 or mike.artinian@bridgfordlaw.com .

- The Court still has to decide whether to provide final approval of the settlement. Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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3. Why is this a class action?
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BASIC INFORMATION

1. Why did I get this notice?

This lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC, was filed on May 9, 2013 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Class because you are in the chain of title for one of the homes included within the class and Settlement. You are potentially subject to the terms of the Settlement because you did not opt-out of the case when notice was sent to the Class in or around December 2022.

This Court granted class certification in this action. Thereafter, the parties engaged in settlement negotiations that resulted in this proposed settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Todd Perry and Elizabeth Perry are acting on behalf of all are Class Members. Class Members own Class Homes that contain copper pipes that allegedly are inadequate and defective for the water conditions in Ladera Ranch, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and deny that Plaintiff and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has determined that this action may proceed as a class action.

3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Todd Perry and Elizabeth Perry) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

If you have received this notice, you may fall within the Class defined on the first page of this Notice.

You have been preliminarily identified as a potential member of the Class, based upon the fact that you are in the chain of title for one of the Class Homes listed in Exhibit A.

6. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Settlement?

If you are a prior owner of a Class Home listed in Exhibit A and you replaced your copper pipes with PEX or epoxy coatings, you must fill out and submit a Prior Owner Verification Form attached hereto and submit it to the Settlement Administrator on or before _____.

7. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

No. The Class Members are only those individuals who: (a) presently own a Class Home and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a Class Home and replaced the copper pipes in the home with PEX or epoxy coatings. There is only one owner in the chain of title who will qualify as a Class Member.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

8. What does the settlement provide?

Defendant will establish a settlement fund totaling \$2,127,600.00. The settlement fund will provide payment for the following: (a) payments to the Class members, (b) the expense of administration of the settlement incurred by the Settlement Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class

Representatives' incentives, and Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Class members, in equal shares.

The parties will request Court approval for the payment of expenses actually incurred by the Settlement Administrator from the settlement fund, up to a maximum of \$27,050.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively for Todd and Elizabeth Perry) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$709,200.00) and litigation expenses not to exceed \$85,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

The following example is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

The proposed settlement fund is \$2,127,600.00. There are 197 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$27,050.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$709,200.00), the net settlement fund amount would be \$1,296,350.00. Each of the 197 Class members would receive approximately \$6,580.45.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at █, toll-free, or by e-mail at [email address].

9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Class member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the Class Homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the Class Homes, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com.

You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at [redacted], toll-free, or by e-mail at [email address].

As a member of the Class, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

HOW TO GET A PAYMENT

10. How can I receive my settlement payment?

If you are a prior owner who has replaced the copper pipes with PEX or epoxy coatings, you must submit the Prior Owner Verification Form to the Settlement Administrator by [redacted].

If you are a present owner and no prior owner submits a Prior Owner Verification Form, you do not need to do anything to participate in the settlement. You will then receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final.

In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Settlement Administrator shall provide you with written notice: (a) that a prior owner has submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit a written verification that the home had copper pipes (without any epoxy coating) at the time the present owner obtained title to the home.

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Settlement Administrator who shall forward such writings to Ross Feinberg of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Ross Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

11. When will I get my payment?

Settlement payment checks will be mailed to the Class members only after the Court grants "final approval" of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is [redacted], or [redacted] days after the date presently set for the final approval hearing.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Class as “Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

13. How will the costs of the lawsuit and settlement be paid?

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$794,200.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$10,000.00 (collectively), for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$27,050.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Class Counsels’ fees and expenses, the Class Representative’s incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court if I don’t agree with the settlement?

If you are a Class member, you can object to the settlement if you don’t agree with any part of it and don’t think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Glenn Lindgren, et al. v. Shea*

Homes, Inc., Case No. 30-2013-00649446-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. Your writing must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection, or personally provide them at the time of the Final Fairness Hearing, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

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

SETTLEMENT ADMINISTRATOR
ILYM

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Settlement Administrator.

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

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval s hearing at 2:00 **pm** (PST) on **[redacted]**, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 18-19, below). After the hearing, the Court will decide whether to

approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

16. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it, but you have the right to do so. Although no Class member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

17. May I speak at the hearing?

Any Class member may ask the Court for permission to speak at the final approval hearing in support of the objection.

Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court.
<https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you are a Class member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

GETTING MORE INFORMATION

19. How do I get more information?

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Settlement Administrator, or contact Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www. [redacted].com

To Contact the Settlement Administrator:

Toll Free Number: [redacted]

Email: [redacted]

Contact the Attorneys for the Class:

Richard K. Bridgford, Esq.
Michael H. Artinian, Esq.
Bridgford, Gleason & Artinian
26 Corporate Plaza, Suite 250
Newport Beach, CA 92660
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.
Kabateck LLP
633 West Fifth Street, Suite 3200
Los Angeles, CA 90017
rlk@kbklawyers.com

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-00649466) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

Dated: _____, 2023

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

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
21 TRUST), and 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**

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
Assigned for all purposes to:
Judge Peter Wilson
Dept. CX-101

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: June 29, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: 05/09/2013

1 WHEREAS, Plaintiffs and Class Representatives Todd and Elizabeth Perry (individually
2 and as Trustees of the Perry Living Trust) (“Plaintiffs”), and Defendant Shea Homes, Inc.
3 (“Defendant”) have reached a proposed settlement and compromise of the disputes between them
4 in the above actions, which is embodied in the Settlement Agreement filed with the Court,
5 including modifications thereto (collectively attached hereto as **Exhibit “A”**, and hereinafter
6 referred to as the “Settlement Agreement”);

7 WHEREAS, the Court by Hon. Glenda Sanders previously granted Plaintiff’s motion for
8 class certification on September 6, 2022, and duly appointed Bridgford, Gleason & Artinian,
9 Kabateck LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed Todd and
10 Elizabeth Perry as class representatives,

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

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

17 AND NOW, the Court, having read and considered the Settlement Agreement and
18 accompanying documents and the motion for preliminary settlement approval and supporting
19 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
20 Preliminary approval of the Settlement (as amended) on **June 29, 2023**, IT IS HEREBY
21 ORDERED AS FOLLOWS:

22 1. The Court has jurisdiction over the subject matter of the Action, the Class
23 Representatives, Defendants, and all Class Members.

24 2. The Court grants preliminary approval of the terms and conditions contained in
25 the Settlement Agreement (hereinafter referred to as “Settlement Agreement”). The Court
26 preliminarily finds that the terms of the Settlement Agreement are within the range of possible
27 approval at the Final Approval Hearing.
28

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

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

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

14 6. The parties have identified the homes included within the class definition
15 certified by this Court on September 6, 2022, which are listed on Exhibit A to the Settlement
16 Agreement (the "Class Area"). For purposes of the proposed Settlement, and conditioned upon
17 the Agreement receiving final approval following the Final Approval hearing and that order
18 becoming final, the certified class shall be further defined as follows:

19 *(1) All present owners of residential homes constructed in the Sherborne,*
20 *Lexington, and Sedona communities by Shea Homes, Inc. ("Shea") in Ladera*
21 *Ranch whose copper pipes have not been replaced with PEX or epoxy coated by*
22 *prior owners of the homes; or (2) Prior owners of residential homes constructed by*
23 *Shea in the Sherborne, Lexington, and Sedona communities in Ladera Ranch who*
24 *have already replaced their copper pipes with PEX or had the pipes epoxy coated,*
25 *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 7. Plaintiffs and Class Counsel are authorized to enter into the Settlement
27 Agreement on behalf of the Class, subject to final approval by this Court of the Settlement.
28 Plaintiffs and Class Counsel are authorized to act on behalf of the Class with respect to all acts

1 required by the Settlement Agreement or such other acts which are reasonably necessary to
2 consummate the proposed Settlement set forth in the Settlement Agreement.

3 8. The Court approves ILYM Group Inc. (“ILYM”) as Settlement Administrator
4 to administer the notice and claims procedures of the Settlement for the purpose of administering
5 the proposed Settlement and performing all other duties and obligations of the Settlement
6 Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as may
7 otherwise be ordered by the Court, with the understanding that ILYM’s compensation will be
8 capped at \$27,050.00.

9 9. The Court approves, as to form and content, of two different Settlement
10 Notices: (a) the first for the Original Class Members who were served with the Class Notice in
11 December 2022 (attached hereto as **Exhibit “C”**); and (b) the second for all subsequent purchasers
12 of the homes listed on Exhibit A to the Settlement Agreement who were not sent Class Notice in
13 December 2022 (attached hereto as **Exhibit “B”**). The Court hereby instructs the Parties to
14 proceed with Settlement Notice in the manner and on the schedule set forth in the Settlement
15 Agreement as follows:

16 a. The Settlement Administrator shall serve by U.S. Mail:

17 i. To those individuals who were mailed Class Notice in December
18 2022:

19 1. The Settlement Notice version attached as **Exhibit “C”**
20 hereto; and

21 2. The Prior Owner Verification Form (**Exhibit “E”**
22 hereto);

23 ii. To those individuals in the chain of title for the class homes
24 listed in Exhibit “A” to the Settlement Agreement who were
25 NOT mailed Class Notice in December 2022:

26 1. The Settlement Notice version attached as **Exhibit “B”**
27 hereto;
28

1 of those competing claims shall be binding. The costs for Mr.
2 Feinberg's services shall be deemed a "cost" that shall be
3 deductible from the Settlement Fund.

4 c. For a Present Owner of a home in the Class List to be included as a Class
5 Member:

6 i. With respect to those individuals who were served with Class
7 Notice in December 2022, there must not be a Prior Owner
8 Verification Form submitted by a Prior Owner for the subject
9 Class Home unless that Prior Owner Verification Form was
10 withdrawn or determined by Mr. Feinberg to be invalid for
11 purposes of this settlement.

12 ii. With respect to those individuals who were NOT served with
13 Class Notice in December 2022, that individual must not submit
14 a Request for Exclusion Form and there must not be a Prior
15 Owner Verification Form submitted by a Prior Owner for the
16 subject Class Home unless that Prior Owner Verification Form
17 was withdrawn or determined by Mr. Feinberg to be invalid for
18 purposes of this settlement.

19 d. For all Notice papers returned as undeliverable or changed address, the
20 Settlement Administrator shall re-send the Notice documents after a
21 skip-trace, and the time frame for a potential class member to return any
22 forms shall re-commence from the date of that re-mailing.

23
24 10. In order to facilitate printing and dissemination of the Settlement Notice,
25 the Settlement Administrator and Parties may change the format, but not the content, of the
26 Settlement Notice, without further Court order, so long as the legibility is not adversely
27 impacted. The Settlement Administrator and Parties may also, without further Court order,
28 insert the information specified in the blank places provided in the Settlement Notice.

1 11. Within ten (10) business days of Preliminary Approval, the Parties shall provide
2 the Settlement Administrator with the addresses of all homes that are included within the definition
3 of the Class.

4 12. The Settlement Administrator must complete the notice mailing within thirty
5 (30) calendar days of preliminary approval being granted, in envelopes marked “Personal and
6 Confidential.”

7 13. By the time of filing of the final settlement approval motion, the Settlement
8 Administrator shall provide, and Plaintiff shall file proof, by affidavit or declaration, of the mailing
9 of the Settlement Notice in the form and manner provided in the Agreement and in this Preliminary
10 Approval Order.

11 14. The Settlement Administrator must also create a dedicated website for this
12 Settlement, which will make available the Settlement Agreement, the operative complaint, the
13 pleadings submitted in support of preliminary approval, approval of attorneys’ fees, costs and class
14 representative enhancements, and final approval and all orders continuing or re-setting any hearing
15 dates. The dedicated website shall also make available all Orders by this Court with respect to
16 aforesaid motions.

17 15. The Court finds that the Parties’ plan for providing notice to the Settlement
18 Class described in the Settlement Agreement complies fully with the requirements of due process
19 and all other applicable provisions of law, including *California Code of Civil Procedure* §382,
20 *California Civil Code* §1781, *California Rules of Court*, Rules 3.766 and 3.769, the California and
21 United States Constitutions, and all other applicable law., and any other applicable law and
22 constitutes the best notice practicable under the circumstances and shall constitute due and
23 sufficient notice to the Settlement Class, the terms of the Settlement Agreement, and the Final
24 Approval Hearing.
25

26 16. All potential members of the Class who were sent Class Notice in December
27 2022 shall not have the right to be excluded from the Class because the time for such right to be
28 excluded has expired. With respect to any potential member of the Class who was NOT sent Class

1 Notice in December 2022 AND who desires to be excluded from the Class and therefore not be
2 bound by the terms of the Settlement Agreement, he/she must submit to the Settlement
3 Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written
4 Request for Exclusion (attached as **Exhibit “D”** hereto).

5 17. Members of the Settlement Class shall have sixty (60) days from the Notice
6 Date to submit objections and/or requests for exclusion. The Settlement Administrator shall
7 prepare and deliver to Class Counsel, who shall file with the Court, a final report stating the total
8 number of Class members who have submitted timely and valid Requests for Exclusion from the
9 Class, and the names of such individuals. The final report regarding the Claims Period shall be
10 filed with the Court within seven (7) business days of the expiration of the deadline to submit
11 objections and/or requests for exclusion.

12 18. The deadline to file the motion for final approval of the Settlement and Class
13 Counsel’s fee application shall be twenty-four (24) calendar days prior to the Final Approval
14 Hearing date of .

15 19. Responses to any objections received shall be filed with the Court no later than
16 twenty-four (24) calendar days prior to the Final Approval Hearing, and Plaintiffs’ responses may
17 be included in their motion for final approval.

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

23 21. Any member of the Settlement Class may appear at the Final Approval Hearing,
24 in person or by counsel, and may be heard to orally object to the settlement and, to the extent
25 allowed by the Court, in support of or in opposition to, the fairness, reasonableness, and adequacy
26 of the Settlement, the application for an award of attorneys’ fees, costs, and expenses to Class
27 Counsel, and any compensation to be awarded to the Class Representatives.
28

EXHIBIT E

REQUEST FOR EXCLUSION FROM CLASS ACTION

Glenn Lindgren, et al. v. Shea Homes, Inc., et al.

Case No. 30-2013-00649466-CU-CD-CXC

To: Class Administrator

))))

Re: [ADDRESS OF CLASS HOME]

The undersigned, _____, of _____, _____,
(Member Name) (Mailing Address) (City)

_____, requests to be excluded from the class in the above-entitled
(State)

matter, as permitted by notice of the court to class members dated _____.

Dated: _____

Print name of member

Signature

EXHIBIT F

PRIOR OWNER VERIFICATION FORM

Glenn Lindgren, et al. v. Shea Homes, Inc., et al.

Case No. 30-2013-00649466-CU-CD-CXC

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Class Administrator

[Address. Etc.]

The undersigned, _____, of _____, _____,
(Member Name) (Mailing Address) (City)

do hereby certify that I was a prior owner of _____ and I had paid
(address of home in class)

for the replacement of the copper pipes of that home with PEX/Epoxy Coating. Attached is proof of payment for replacement. In the event that there is need for more information regarding the foregoing, I can be contacted at _____ or _____.
(telephone number) (email address)

Dated: _____

Print name

Signature

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2 Michael H. Artinian, Esq., SBN: 203443
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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
3 Settlement and Release Agreement, finally executed by all parties as of April 3, 2023 (the “Settlement
4 Agreement”) to resolve this matter.

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

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

11 1. It is hereby clarified, stipulated and agreed that under Section 1.40 of the Settlement
12 Agreement, there is only one owner or set of owners in the chain of title who will qualify as a Class
13 Member.

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

17 3. It is hereby stipulated, clarified and agreed that under Section 4.6, a Settlement Class
18 Member may: (a) lodge an objection by not only the processes set forth in Section 4.6, but also by orally
19 making an objection at the Final Approval hearing, consistent with the language in the modified
20 Settlement Notices and Proposed Order Granting Preliminary Approval; and (b) appear at the Final
21 Approval hearing without filing any paperwork with the Court or the Settlement Administrator.
22
23
24
25
26
27
28

1 Dated: April 4, 2023

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

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

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

EXHIBIT B

**Notice of Proposed Class Action Settlement
And Final Approval Hearing Date for Court Approval**

Glenn Lindgren, et al. v. Shea Homes, Inc., Case No. 30-2013-00649446-CU-CD-CXC -CU-CD-CXC

THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT CAREFULLY.

You May be Entitled to Receive Compensation Under a Proposed
Class Action Settlement.

A proposed settlement has been reached between Defendant Shea Homes, Inc. and plaintiffs Todd Perry (individually and as Trustee of the Perry Living Trust) and Elizabeth Perry (individually and as Trustee of the Perry Living Trust) (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Hon. Glenda Sanders (Ret.) has previously certified this case as class action, based upon Plaintiffs’ allegation that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes.

Defendant has denied, and continue to deny, liability for any of the claims asserted in this Action.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval.

The individuals who may be entitled to participate in this class action are:

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

The settlement will provide for a fund of **\$2,127,600.00** to cover payments to approximately 197 Class members, settlement administration expenses, attorneys’ fees and litigation expenses, incentives for the Class Representatives, and any other related expenses which may be approved by the Court. Each Class member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and incentives.

To be a member of the Class, you must be a present owner of a home listed on Exhibit A hereto (“Class Home”) whose copper pipes were not replaced by prior owners, **or** you must be a prior owner of a Class Home who replaced the copper pipes in the home with PEX or epoxy coating.

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

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

- **If you are a member of the Settlement Class, your legal rights are affected whether you act or don't act. Please read this entire notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
If you are a member of the Settlement Class your options are to:	
WHAT TO I HAVE TO DO TO QUALIFY FOR A PAYMENT	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced the home's copper pipe systems. IF A PRIOR OWNERS SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form and demonstrate that you replaced the entire copper pipe system when you owned the home. See Questions 8-9 and 24, <i>below</i>.</p>
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE], _____,	You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against Defendant based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 13-15, <i>below</i> .
WRITTEN OBJECTION BY [60 DAYS AFTER DATE OF NOTICE], 2023	You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. See Questions 18-22, <i>below</i> .

- These rights and options—and the deadlines to exercise them—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Settlement Administrator, ILYM, at (866) 826-2818, or [email address] or Class Counsel, **Bridgford Gleason & Artinian** at (949) 831-6611 or mike.artinian@bridgfordlaw.com.

- The Court still has to decide whether to provide final approval of the settlement. Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

WHAT THIS NOTICE CONTAINS

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3. Why is this a class action?
4. Why is there a settlement?

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9. What does the settlement provide?
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EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 7

13. If I exclude myself, can I get anything from the settlement?
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15. How do I get out of the settlement?

THE LAWYERS REPRESENTING YOUPAGE 9

16. Do I have a lawyer in the case?
17. How will the costs of the lawsuit and settlement be paid?

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18. How do I tell the Court if I don't agree with the settlement?
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20. When and where will the Court decide whether to approve the settlement?
21. Do I have to come to the hearing?
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IF YOU DO NOTHING.....PAGE 13

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GETTING MORE INFORMATIONPAGE 13

24. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice?

This lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC, was filed on May 9, 2013 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Class because you are in the chain of title for one of the homes included within the class and Settlement.

This Court granted class certification in this action. Thereafter, the parties engaged in settlement negotiations that resulted in this proposed settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Toddy Perry and Elizabeth Perry are acting on behalf of all are Class Members. Class Members own Class Homes that contain copper pipes that allegedly are inadequate and defective for the water conditions in Ladera Ranch, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and deny that Plaintiffs and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has determined that this action may proceed as a class action.

3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Todd Perry and Elizabeth Perry) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiff or Defendant. Instead, both sides agreed to the settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

If you have received this notice, you may fall within the Class defined on the first page of this Notice.

You have been preliminarily identified as a potential member of the Class, based upon the fact that you are in the chain of title for one of the Class Homes listed in Exhibit A.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include persons who opt-out or exclude themselves from the settlement in a timely and correct manner by submitting a written request for exclusion. Questions 13-15 below describe how to opt-out of the Settlement Class and settlement.

7. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Settlement?

If you are a prior owner of a Class Home listed in Exhibit A and you replaced your copper pipes with PEX or epoxy coatings, you must fill out and submit a Prior Owner Verification Form attached hereto and submit it to the Settlement Administrator on or before _____.

8. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

No. The Class Members are only those individuals who: (a) presently own a Class Home and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a Class Home and replaced the copper pipes in the home with PEX or epoxy coatings. There is only one owner in the chain of title who will qualify as a Class Member.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

Defendant will establish a settlement fund totaling \$2,127,600.00. The settlement fund will provide payment for the following: (a) payments to the Class members, (b) the expense of administration of the settlement incurred by the Settlement Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class

Representatives' incentives, and Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Class members, in equal shares.

The parties will request Court approval for the payment of expenses actually incurred by the Settlement Administrator from the settlement fund, up to a maximum of \$27,050. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$709,200.00) and litigation expenses not to exceed \$85,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

The following example is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

The proposed settlement fund is \$2,127,600.00. There are 197 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$27,050.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$794,200.00), the net settlement fund amount would be \$1,296,350.00. Each of the 197 Class members would receive approximately \$6,580.45.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at █, toll-free, or by e-mail at [email address].

10. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Class member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the Class Homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the Class Homes, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at █, toll-free, or by e-mail at [email address].

Unless you exclude yourself, as a member of the Class, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

HOW TO GET A PAYMENT

11. How can I receive my settlement payment?

If you are a prior owner who has replaced the copper pipes with PEX or epoxy coatings, you must submit the Prior Owner Verification Form to the Settlement Administrator by _____.

If you are a present owner and no prior owner submits a Prior Owner Verification Form, you do not need to do anything to participate in the settlement. You will then receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final.

In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Settlement Administrator shall provide you with written notice: (a) that a prior owner has submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit a written verification that the home had copper pipes (without any epoxy coating) at the time the present owner obtained title to the home.

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Settlement Administrator who shall forward such writings to Ross Feinberg of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Ross Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Class members only after the Court grants "final approval" of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is _____, or _____ days after the date presently set for the final approval hearing.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant over the legal issues in this case, or if you do not wish to participate in the settlement for any other reason, you must take steps to exclude yourself from the settlement. This is sometimes called "opting-out" of the settlement.

13. If I exclude myself, can I get anything from the settlement?

No. If you opt out of the settlement you will not receive any settlement payment and you cannot object to the settlement or appear at the fairness hearing. By opting out of the settlement, you will not release any claims which otherwise would be released by the settlement and you will not be bound by any judgment or orders of the Court in approving the settlement. You will retain whatever rights or claims you may have, if any, against Defendant, and you will be free to continue or pursue your own lawsuit against Defendant, if you choose to do so.

14. If I don't exclude myself, can I sue later?

No. Unless you timely and validly exclude yourself from the settlement by the deadline of [60-day deadline], 2023, you will give up the right to sue Defendant for the claims that this Settlement releases and resolves.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Settlement Administrator with a postmark no later than [60-day date], 2023, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

You cannot exclude yourself from the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. If you submitted a timely yet insufficient request for exclusion, the Settlement Administrator will contact you. We ask that you cooperate with the Settlement Administrator to achieve your desired result in connection with this settlement.

Class members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the settlement and any final judgment and orders of the Court entered in this lawsuit if the settlement is approved, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Class as “Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

17. How will the costs of the lawsuit and settlement be paid?

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$794,200.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$10,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$27,050.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Class Counsels’ fees and expenses, the Class Representative’s incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

OBJECTING TO THE SETTLEMENT

If you do not request to be excluded (opt out), you can tell the Court if you don’t agree with the settlement or any part of it.

18. How do I tell the Court if I don’t agree with the settlement?

If you are a Class member, you can object to the settlement if you don’t agree with any part of it and don’t think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. Your writing must also include: (a) your name, address, and telephone

number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection or personally provide them at the time of the Final Fairness Hearing, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

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

SETTLEMENT ADMINISTRATOR
ILYM

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Settlement Administrator.

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

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the Settlement Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a Settlement Class member; (ii) be subject to the orders and judgment of the Court; and (iii) will still participate in the settlement if it is approved by the Court. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing at **2:00 pm (PST)** on **[redacted]**, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa

Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 21-22, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it, but you have the right to do so.. Although no Class member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

22. May I speak at the hearing?

Any Settlement Class member may ask the Court for permission to speak at the final approval hearing in support of the objection.

Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Class member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

GETTING MORE INFORMATION

24. How do I get more information?

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Settlement Administrator, or contact Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www. [redacted] .com

To Contact the Settlement Administrator:

Toll Free Number: [redacted]

Email: [REDACTED]

Contact the Attorneys for the Class:

Richard K. Bridgford, Esq.
Michael H. Artinian, Esq.
Bridgford, Gleason & Artinian
26 Corporate Plaza, Suite 250
Newport Beach, CA 92660
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.
Kabateck LLP
633 West Fifth Street, Suite 3200
Los Angeles, CA 90017
rlk@kbklawyers.com

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-00649466) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

Dated: _____, 2023

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

**Notice of Proposed Class Action Settlement
And Final Approval Hearing Date for Court Approval**

Glenn Lindgren, et al. v. Shea Homes, Inc., et al.
Case No. 30-2013-00649466-CU-CD-CXC

THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT CAREFULLY.

You May be Entitled to Receive Compensation Under a Proposed
Class Action Settlement.

A proposed settlement has been reached between Defendant Shea Homes, Inc. (“Defendant”) and plaintiffs Todd Perry (individually and as Trustee of the Perry Living Trust) and Elizabeth Perry (individually and as Trustee of the Perry Living Trust) (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649466-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

Hon. Glenda Sanders has previously certified this case as class action, based upon Plaintiffs’ allegation that Defendant is liable for monetary damages and/or the costs of replacing the copper pipes that were originally installed in certain homes because the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes.

Defendant has denied, and continues to deny, liability for any of the claims asserted in this Action.

YOU ARE SUBJECT TO THIS SETTLEMENT AND POTENTIALLY ENTITLED TO RELIEF IN THIS SETTLEMENT BECAUSE YOU DID NOT OPT OUT OF THE ACTION FOLLOWING SERVICE OF THE CLASS NOTICE IN OR AROUND FEBRUARY 2018.

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate, and falling within the range of possible final approval.

The individuals who may be entitled to participate in this class action are:

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

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

The settlement will provide for a fund of **\$2,127,600.00** to cover payments to approximately 197 Class members, settlement administration expenses, attorneys’ fees and litigation expenses, incentives for the Class Representatives, and any other related expenses which may be approved by the Court. Each Class member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and incentives.

To be a member of the Class, you must be a present owner of a home listed on Exhibit A hereto (“Class Home”) whose copper pipes were not replaced by prior owners, **or** you must be a prior owner of a Class Home who replaced the copper pipes in the home with PEX or epoxy coating. All other individuals in the chain of title for the homes listed on Exhibit A are NOT members of the Class. In other words, there is only one owner in the chain of title who will qualify as a Class Member

- **If you are a member of the Class, your legal rights are affected whether you act or don’t act. Please read this entire notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
If you are a member of the Settlement Class your options are to:	
WHAT TO I HAVE TO DO TO QUALIFY FOR A PAYMENT	<p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced the home’s copper pipe systems. IF A PRIOR OWNERS SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>See Questions 7-8 and 19, <i>below</i>.</p>
WRITTEN OBJECTIONS BY [60 DAYS AFTER DATE OF NOTICE], 2023	<p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. See Questions 16-18, <i>below</i>.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Settlement Administrator,

ILYM, at (866) 826-2818, or [email address] or Class Counsel, Bridgford Gleason & Artinian at (949) 831-6611 or mike.artinian@bridgfordlaw.com .

- The Court still has to decide whether to provide final approval of the settlement. Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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3. Why is this a class action?
4. Why is there a settlement?

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BASIC INFORMATION

1. Why did I get this notice?

This lawsuit, entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC, was filed on May 9, 2013 and is presently pending in the Court.

You have received this notice because you have been identified as a potential member of the Class because you are in the chain of title for one of the homes included within the class and Settlement. You are potentially subject to the terms of the Settlement because you did not opt-out of the case when notice was sent to the Class in or around December 2022.

This Court granted class certification in this action. Thereafter, the parties engaged in settlement negotiations that resulted in this proposed settlement.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Class members, to inform you about the lawsuit, the proposed settlement, the Court's final approval hearing, and your legal rights and options.

2. What is the lawsuit about?

The lawsuit that is being settled is entitled *Glenn Lindgren, et al. v. Shea Homes, Inc.*, Case No. 30-2013-00649446-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Todd Perry and Elizabeth Perry are acting on behalf of all are Class Members. Class Members own Class Homes that contain copper pipes that allegedly are inadequate and defective for the water conditions in Ladera Ranch, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendant denies all allegations of wrongdoing and of liability, and deny that Plaintiff and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendant by any court. The Court has determined that this action may proceed as a class action.

3. Why is this a class action?

In a class action, "Class Representatives" (in this case, Todd Perry and Elizabeth Perry) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the settlement. That way, they avoid the cost and risk of further litigation and the people claimed to have been affected will get prompt and certain compensation.

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate, and falls within the range of possible final approval.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

If you have received this notice, you may fall within the Class defined on the first page of this Notice.

You have been preliminarily identified as a potential member of the Class, based upon the fact that you are in the chain of title for one of the Class Homes listed in Exhibit A.

6. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Settlement?

If you are a prior owner of a Class Home listed in Exhibit A and you replaced your copper pipes with PEX or epoxy coatings, you must fill out and submit a Prior Owner Verification Form attached hereto and submit it to the Settlement Administrator on or before _____.

7. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

No. The Class Members are only those individuals who: (a) presently own a Class Home and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a Class Home and replaced the copper pipes in the home with PEX or epoxy coatings. There is only one owner in the chain of title who will qualify as a Class Member.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

8. What does the settlement provide?

Defendant will establish a settlement fund totaling \$2,127,600.00. The settlement fund will provide payment for the following: (a) payments to the Class members, (b) the expense of administration of the settlement incurred by the Settlement Administrator, (c) any incentive awarded to the Class Representatives, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class

Representatives' incentives, and Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Class members, in equal shares.

The parties will request Court approval for the payment of expenses actually incurred by the Settlement Administrator from the settlement fund, up to a maximum of \$27,050.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively for Todd and Elizabeth Perry) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$709,200.00) and litigation expenses not to exceed \$85,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable, and will not exceed these maximum amounts.

The following example is provided for demonstration purposes, based upon the maximum requested amounts for settlement administration expenses, the Class Representative incentives, and Class Counsel's attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

The proposed settlement fund is \$2,127,600.00. There are 197 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$27,050.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$709,200.00), the net settlement fund amount would be \$1,296,350.00. Each of the 197 Class members would receive approximately \$6,580.45.

These figures could change depending on the Court's order granting final approval of the Settlement.

The complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at █, toll-free, or by e-mail at [email address].

9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, each Class member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper pipes in the Class Homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the Class Homes, against any parties, including Defendant, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www.█.com.

You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at [redacted], toll-free, or by e-mail at [email address].

As a member of the Class, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

HOW TO GET A PAYMENT

10. How can I receive my settlement payment?

If you are a prior owner who has replaced the copper pipes with PEX or epoxy coatings, you must submit the Prior Owner Verification Form to the Settlement Administrator by [redacted].

If you are a present owner and no prior owner submits a Prior Owner Verification Form, you do not need to do anything to participate in the settlement. You will then receive your settlement payment if the Court grants final approval of the settlement, and that approval becomes final.

In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Settlement Administrator shall provide you with written notice: (a) that a prior owner has submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit a written verification that the home had copper pipes (without any epoxy coating) at the time the present owner obtained title to the home.

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Settlement Administrator who shall forward such writings to Ross Feinberg of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Ross Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

11. When will I get my payment?

Settlement payment checks will be mailed to the Class members only after the Court grants "final approval" of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is [redacted], or [redacted] days after the date presently set for the final approval hearing.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Yes. The Court has designated the law firms of Bridgford, Gleason & Artinian, Kabateck LLP and McNicholas & McNicholas LLP to represent the Class as “Class Counsel.” Except for any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

13. How will the costs of the lawsuit and settlement be paid?

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$794,200.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to cumulatively exceed \$10,000.00 (collectively), for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$27,050.00.

The actual amount of any such fees, expenses, and incentives, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The Court must approve the amounts as being fair and reasonable, and cannot exceed the foregoing maximum amounts. Class Counsels’ fees and expenses, the Class Representative’s incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court if I don’t agree with the settlement?

If you are a Class member, you can object to the settlement if you don’t agree with any part of it and don’t think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Glenn Lindgren, et al. v. Shea*

Homes, Inc., Case No. 30-2013-00649446-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. Your writing must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection, or personally provide them at the time of the Final Fairness Hearing, or if the subject records are not in your possession, custody, or control you must identify those records, and the person(s) whom you believe has possession of them.

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

SETTLEMENT ADMINISTRATOR
ILYM

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, a copy of which is available without charge from the Settlement Administrator.

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

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to give final approval to the settlement, and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval s hearing at 2:00 **pm** (PST) on **[redacted]**, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 18-19, below). After the hearing, the Court will decide whether to

approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

16. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it, but you have the right to do so. Although no Class member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

17. May I speak at the hearing?

Any Class member may ask the Court for permission to speak at the final approval hearing in support of the objection.

Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court.
<https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you are a Class member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

GETTING MORE INFORMATION

19. How do I get more information?

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Settlement Administrator, or contact Class Counsel, all at no charge to you.

To Visit the Settlement Website:

www. [redacted].com

To Contact the Settlement Administrator:

Toll Free Number: [redacted]

Email: [redacted]

Contact the Attorneys for the Class:

Richard K. Bridgford, Esq.
Michael H. Artinian, Esq.
Bridgford, Gleason & Artinian
26 Corporate Plaza, Suite 250
Newport Beach, CA 92660
mike.artinian@bridgfordlaw.com

Richard L. Kellner, Esq.
Kabateck LLP
633 West Fifth Street, Suite 3200
Los Angeles, CA 90017
rlk@kbklawyers.com

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-00649466) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

Dated: _____, 2023

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

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20 Attorneys for Plaintiffs TODD PERRY (Individually and as Trustee of PERRY LIVING
21 TRUST), and 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**

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
Assigned for all purposes to:
Judge Peter Wilson
Dept. CX-101

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: June 29, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: 05/09/2013

1 WHEREAS, Plaintiffs and Class Representatives Todd and Elizabeth Perry (individually
2 and as Trustees of the Perry Living Trust) (“Plaintiffs”), and Defendant Shea Homes, Inc.
3 (“Defendant”) have reached a proposed settlement and compromise of the disputes between them
4 in the above actions, which is embodied in the Settlement Agreement filed with the Court,
5 including modifications thereto (collectively attached hereto as **Exhibit “A”**, and hereinafter
6 referred to as the “Settlement Agreement”);

7 WHEREAS, the Court by Hon. Glenda Sanders previously granted Plaintiff’s motion for
8 class certification on September 6, 2022, and duly appointed Bridgford, Gleason & Artinian,
9 Kabateck LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed Todd and
10 Elizabeth Perry as class representatives,

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

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

17 AND NOW, the Court, having read and considered the Settlement Agreement and
18 accompanying documents and the motion for preliminary settlement approval and supporting
19 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
20 Preliminary approval of the Settlement (as amended) on **June 29, 2023**, IT IS HEREBY
21 ORDERED AS FOLLOWS:

22 1. The Court has jurisdiction over the subject matter of the Action, the Class
23 Representatives, Defendants, and all Class Members.

24 2. The Court grants preliminary approval of the terms and conditions contained in
25 the Settlement Agreement (hereinafter referred to as “Settlement Agreement”). The Court
26 preliminarily finds that the terms of the Settlement Agreement are within the range of possible
27 approval at the Final Approval Hearing.
28

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

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

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

14 6. The parties have identified the homes included within the class definition
15 certified by this Court on September 6, 2022, which are listed on Exhibit A to the Settlement
16 Agreement (the "Class Area"). For purposes of the proposed Settlement, and conditioned upon
17 the Agreement receiving final approval following the Final Approval hearing and that order
18 becoming final, the certified class shall be further defined as follows:

19 *(1) All present owners of residential homes constructed in the Sherborne,*
20 *Lexington, and Sedona communities by Shea Homes, Inc. ("Shea") in Ladera*
21 *Ranch whose copper pipes have not been replaced with PEX or epoxy coated by*
22 *prior owners of the homes; or (2) Prior owners of residential homes constructed by*
23 *Shea in the Sherborne, Lexington, and Sedona communities in Ladera Ranch who*
24 *have already replaced their copper pipes with PEX or had the pipes epoxy coated,*
25 *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 7. Plaintiffs and Class Counsel are authorized to enter into the Settlement
27 Agreement on behalf of the Class, subject to final approval by this Court of the Settlement.
28 Plaintiffs and Class Counsel are authorized to act on behalf of the Class with respect to all acts

1 required by the Settlement Agreement or such other acts which are reasonably necessary to
2 consummate the proposed Settlement set forth in the Settlement Agreement.

3 8. The Court approves ILYM Group Inc. (“ILYM”) as Settlement Administrator
4 to administer the notice and claims procedures of the Settlement for the purpose of administering
5 the proposed Settlement and performing all other duties and obligations of the Settlement
6 Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as may
7 otherwise be ordered by the Court, with the understanding that ILYM’s compensation will be
8 capped at \$27,050.00.

9 9. The Court approves, as to form and content, of two different Settlement
10 Notices: (a) the first for the Original Class Members who were served with the Class Notice in
11 December 2022 (attached hereto as **Exhibit “C”**); and (b) the second for all subsequent purchasers
12 of the homes listed on Exhibit A to the Settlement Agreement who were not sent Class Notice in
13 December 2022 (attached hereto as **Exhibit “B”**). The Court hereby instructs the Parties to
14 proceed with Settlement Notice in the manner and on the schedule set forth in the Settlement
15 Agreement as follows:

16 a. The Settlement Administrator shall serve by U.S. Mail:

17 i. To those individuals who were mailed Class Notice in December
18 2022:

19 1. The Settlement Notice version attached as **Exhibit “C”**
20 hereto; and

21 2. The Prior Owner Verification Form (**Exhibit “E”**
22 hereto);

23 ii. To those individuals in the chain of title for the class homes
24 listed in Exhibit “A” to the Settlement Agreement who were
25 NOT mailed Class Notice in December 2022:

26 1. The Settlement Notice version attached as **Exhibit “B”**
27 hereto;
28

1 of those competing claims shall be binding. The costs for Mr.
2 Feinberg's services shall be deemed a "cost" that shall be
3 deductible from the Settlement Fund.

4 c. For a Present Owner of a home in the Class List to be included as a Class
5 Member:

6 i. With respect to those individuals who were served with Class
7 Notice in December 2022, there must not be a Prior Owner
8 Verification Form submitted by a Prior Owner for the subject
9 Class Home unless that Prior Owner Verification Form was
10 withdrawn or determined by Mr. Feinberg to be invalid for
11 purposes of this settlement.

12 ii. With respect to those individuals who were NOT served with
13 Class Notice in December 2022, that individual must not submit
14 a Request for Exclusion Form and there must not be a Prior
15 Owner Verification Form submitted by a Prior Owner for the
16 subject Class Home unless that Prior Owner Verification Form
17 was withdrawn or determined by Mr. Feinberg to be invalid for
18 purposes of this settlement.

19 d. For all Notice papers returned as undeliverable or changed address, the
20 Settlement Administrator shall re-send the Notice documents after a
21 skip-trace, and the time frame for a potential class member to return any
22 forms shall re-commence from the date of that re-mailing.

23
24 10. In order to facilitate printing and dissemination of the Settlement Notice,
25 the Settlement Administrator and Parties may change the format, but not the content, of the
26 Settlement Notice, without further Court order, so long as the legibility is not adversely
27 impacted. The Settlement Administrator and Parties may also, without further Court order,
28 insert the information specified in the blank places provided in the Settlement Notice.

1 11. Within ten (10) business days of Preliminary Approval, the Parties shall provide
2 the Settlement Administrator with the addresses of all homes that are included within the definition
3 of the Class.

4 12. The Settlement Administrator must complete the notice mailing within thirty
5 (30) calendar days of preliminary approval being granted, in envelopes marked “Personal and
6 Confidential.”

7 13. By the time of filing of the final settlement approval motion, the Settlement
8 Administrator shall provide, and Plaintiff shall file proof, by affidavit or declaration, of the mailing
9 of the Settlement Notice in the form and manner provided in the Agreement and in this Preliminary
10 Approval Order.

11 14. The Settlement Administrator must also create a dedicated website for this
12 Settlement, which will make available the Settlement Agreement, the operative complaint, the
13 pleadings submitted in support of preliminary approval, approval of attorneys’ fees, costs and class
14 representative enhancements, and final approval and all orders continuing or re-setting any hearing
15 dates. The dedicated website shall also make available all Orders by this Court with respect to
16 aforesaid motions.

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

25 16. All potential members of the Class who were sent Class Notice in December
26 2022 shall not have the right to be excluded from the Class because the time for such right to be
27 excluded has expired. With respect to any potential member of the Class who was NOT sent Class
28

1 Notice in December 2022 AND who desires to be excluded from the Class and therefore not be
2 bound by the terms of the Settlement Agreement, he/she must submit to the Settlement
3 Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written
4 Request for Exclusion (attached as **Exhibit “D”** hereto).

5 17. Members of the Settlement Class shall have sixty (60) days from the Notice
6 Date to submit objections and/or requests for exclusion. The Settlement Administrator shall
7 prepare and deliver to Class Counsel, who shall file with the Court, a final report stating the total
8 number of Class members who have submitted timely and valid Requests for Exclusion from the
9 Class, and the names of such individuals. The final report regarding the Claims Period shall be
10 filed with the Court within seven (7) business days of the expiration of the deadline to submit
11 objections and/or requests for exclusion.

12 18. The deadline to file the motion for final approval of the Settlement and Class
13 Counsel’s fee application shall be twenty-four (24) calendar days prior to the Final Approval
14 Hearing date of .

15 19. Responses to any objections received shall be filed with the Court no later than
16 twenty-four (24) calendar days prior to the Final Approval Hearing, and Plaintiffs’ responses may
17 be included in their motion for final approval.

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

23 21. Any member of the Settlement Class may appear at the Final Approval Hearing,
24 in person or by counsel, and may be heard to orally object to the settlement and, to the extent
25 allowed by the Court, in support of or in opposition to, the fairness, reasonableness, and adequacy
26 of the Settlement, the application for an award of attorneys’ fees, costs, and expenses to Class
27 Counsel, and any compensation to be awarded to the Class Representatives.
28

EXHIBIT E

REQUEST FOR EXCLUSION FROM CLASS ACTION

Glenn Lindgren, et al. v. Shea Homes, Inc., et al.

Case No. 30-2013-00649466-CU-CD-CXC

To: Class Administrator

))))

Re: [ADDRESS OF CLASS HOME]

The undersigned, _____, of _____, _____,
(Member Name) (Mailing Address) (City)

_____, requests to be excluded from the class in the above-entitled
(State)

matter, as permitted by notice of the court to class members dated _____.

Dated: _____

Print name of member

Signature

EXHIBIT F

PRIOR OWNER VERIFICATION FORM

Glenn Lindgren, et al. v. Shea Homes, Inc., et al.

Case No. 30-2013-00649466-CU-CD-CXC

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Class Administrator

[Address. Etc.]

The undersigned, _____, of _____, _____,
(Member Name) (Mailing Address) (City)

do hereby certify that I was a prior owner of _____ and I had paid
(address of home in class)

for the replacement of the copper pipes of that home with PEX/Epoxy Coating. Attached is proof of payment for replacement. In the event that there is need for more information regarding the foregoing, I can be contacted at _____ or _____.
(telephone number) (email address)

Dated: _____

Print name

Signature

EXHIBIT G

SERVICE LIST

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

Orange County Superior Court Case No.: 30-2013-006494606

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11 12	John Patrick McNicholas, IV, Esq. McNICHOLAS & McNICHOLAS, LLP 10866 Wilshire Blvd., Suite 1400 Los Angeles, CA 90024	Co-Counsel for Plaintiffs Telephone: (310) 474-1582 Facsimile: (310) 475-7871 pmc@mcnicholaslaw.com
13 14 15	Shon Morgan, Esq. QUINN EMANUEL URQUHART & SULLIVAN LLP 865 S. Figueroa St., 10 th Floor Los Angeles, CA 90017	Co-Counsel for Defendant SHEA HOMES, INC. Telephone: (213) 443-3252 Fax: (213) 443-3100 shonmorgan@quinnemanuel.com