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13 Attorneys for Plaintiffs ENRIQUE DEL RIVERO, ANA  
DEL RIVERO, GREG ESTES, and CHERIE ESTES,  
14 on behalf of themselves and all others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF ORANGE**

17 ENRIQUE DEL RIVERO, an individual;  
18 ANA DEL RIVERO, an individual; GREG  
ESTES, an individual; CHERIE ESTES, an  
19 individual; on behalf of themselves and all  
others similarly situated,

20 Plaintiffs,

21 vs.

22 CENTEX HOMES OF CALIFORNIA,  
23 LLC., a Limited Liability Company;  
CENTEX HOMES REALTY COMPANY,  
24 a Corporation; PULTE HOME  
CORPORATION, a Corporation;  
25 MUELLER INDUSTRIES, INC., a  
26 Corporation; and DOES 1-100,

27 Defendants.

28 AND RELATED CROSS-CLAIMS.

CASE NO. 30-2013-00649338-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: March 2, 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**.

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

9 a. The Settlement Fund is \$1,371,348.00.

10 b. The 145 class members shall receive the Net Proceeds of the Settlement Fund  
11 on a *pro rata* basis, after payment of Court approved attorneys' fees/costs,  
12 class administration fees/costs and class representative enhancements.

13 c. The *pro rata* gross settlement for each class home is \$9,457.57.

14 i. This represents 56.3% of the of the average costs for replacing the 145  
15 class member homes with PEX by AMA – the contractor who  
16 provided the replacement of PEX piping in two other class actions  
17 settlements.

18 d. It is a "claims paid" settlement.

19 e. Subject to Court approval of attorneys' fees/costs, class administrator  
20 fees/costs and class representative enhancements, each class member will  
21 receive more than \$5,500.00.

22 10. In fact, the average *pro rata* damages at trial would likely be less than \$16,800.00  
23 per home, since it is likely that the jury would consider the **actual** amount paid by class members  
24 who had replaced their copper pipes with PEX prior to trial. That is because in responses to  
25 questionnaires in this case, a number of class members stated that: (a) they have already paid for  
26 the replacement of their copper pipe systems; and (b) the individual costs for such PEX repiping  
27 was less than the present \$16,800.00 per home average bid provided by AMA Repiping.  
28

1           11.     Accordingly, the *pro rata* gross settlement amount likely constitutes more than  
2 56.3% of the damages that could be obtained at trial.

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

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

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

14           14.     On August 7, 2017, the Hon. Thierry Patrick Colaw (now retired) granted class  
15 certification of this case.

16           15.     As this Court is well-aware, the Orange County Copper Pipe litigation cases have  
17 been heavily litigated over the past 9 years. For all practical purposes, issues that are common to  
18 all the cases have been litigated in the individual actions – while the remaining actions were  
19 either stayed or held in abeyance while the underlying fundamental issues could be resolved  
20 before the trial or appellate courts

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

24           17.     Even though class certification was granted in this case over five years ago on  
25 August 7, 2017 by Judge Thierry Patrick Colaw (now retired), the litigation ensued in these  
26 related class actions. It was only upon the most recent rulings by Judge Sanders and the Court of  
27 Appeal that the remaining OC Pipe cases were ripe for meaningful settlement discussion

28           18.     The first area of major common litigation involved the developer defendants'

1 attacks on the complaint and their assertion that individual issues prevented class treatment. The  
2 trial judge (Judge Steven L. Perk) issued rulings that dismissed the class allegations. Those  
3 orders were appealed in two cases – *Brasch v. K. Hovnanian, et al.* (Case No. 30-2013-  
4 00649417) and *Chiang v. D.R. Horton, et al.* (Case No. 30-2013-00649435) – and the Court of  
5 Appeal ultimately reversed Judge Perk’s ruling that had dismissed the class allegations.

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

- 8 a. At first, Judge Thierry Patrick Colaw (who replaced Judge Perk in these  
9 related cases), denied numerous motions to dismiss by the developer  
10 defendants based upon their claim that the language of SB 800 prohibited  
11 class actions.
- 12 b. Writs were filed by the developer defendants on these Orders – which were all  
13 ultimately denied by the Court of Appeal.
- 14 c. Thereafter, similar motions to dismiss were filed by the developer defendants  
15 (some of whom claimed that there was a change in law) and those motions  
16 were denied by Judge Sanders (who had replaced Judge Colaw in these related  
17 cases).
- 18 d. Writs again were filed (on Judge Sanders’ Orders) and – this time – the Court  
19 of Appeal issued an Order to Show Cause re dismissal based upon the  
20 subsequent ruling in the case entitled *Kohler Co. v. Superior Court* (2018) 29  
21 Cal.App.5th 55.
- 22 e. The matter was remanded to Judge Sanders, who conducted extensive  
23 hearings and briefings on the issue. Judge Sanders issued Orders on February  
24 7, 2019 dismissing the class allegations based upon perceived constraints of  
25 *Kohler* and the Court of Appeal’s Order to Show Cause.
- 26 f. Plaintiffs then appealed that Order. Following full briefing and argument  
27 before the Court of Appeal on two of the related cases, the Court of Appeal  
28 reversed Judge Sanders’ Order (largely consistent with Judge Sanders’ prior

1 orders denying the attempts to dismiss the class allegations), and ruled that  
2 class actions are permitted under SB 800 based on the allegations in the  
3 related cases.

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

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

20 **A. Settlement Discussions**

21 22. In late 2022, the Parties engaged in arms-length negotiations before Hon. Stephen  
22 Sundvold (ret.) from JAMS ADR.

23 23. The negotiations – albeit separate – were conducted at the same time for the two  
24 other related Centex/Pulte class actions - *Shah, et. al. v. Pulte Home Corporation*, Orange  
25 County Superior Court Case No. 30-2014-00731604; *Smith v. Pulte Home Corporation*, Orange  
26 County Superior Court Case No. 30-2015-0080812.

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

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

6           26.     While not recommending that any class member utilize AMA Repiping, Class  
7 Counsel was able to obtain a bid from AMA Repiping for each home in the class based upon the  
8 floor plans for those homes (by address). The average per home “bid” for such PEX repiping  
9 was \$16,800.00 and based upon the size of the homes. Class Counsel also obtained AMA  
10 Repiping’s contractual commitment to keep these prices for one year.

11           27.     As part of our due diligence, we also reviewed the responses to Questionnaire  
12 surveys from homeowners regarding the actual costs already incurred by many in replacing the  
13 class home copper pipe systems with PEX. A true and correct copy of JND Legal’s summary of  
14 Homeowner Questionnaire responses that includes a summary of the replacement costs already  
15 incurred by these homeowners is attached hereto as **Exhibit F**.

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

22           29.     As a result, there were two damage models that Class Counsel considered in  
23 connection with the settlement negotiations. If only the AMA Repiping bid for all class homes  
24 was considered, the average actual “bid” for prospective repiping averaged approximately  
25 \$16,800.00 per home. The *pro rata* gross settlement of \$9,457.57 for each home equates to  
26 56.3% of the upper-end damages under this damage model.

27           30.     The second damage model (which is probably more realistic) incorporates the  
28 additional fact that jury’s determination of class damages would also have to consider the costs

1 **actual incurred** by class members who have already paid for PEX pipe replacements. From the  
2 responses to Class Questionnaires from a portion of the class members, Class Counsel  
3 determined that the average cost for the replacement of copper pipes was substantially less than  
4 AMA Repiping’s prospective \$16,800.00 per home bid.

5 31. Thus, if damages are calculated at trial by totaling: (a) the amount actually paid  
6 by class members for PEX pipe replacements; and (b) the AMA Repiping costs for PEX pipe  
7 replacement for those class homes that still have original copper pipes – the total class damages  
8 would be less than the first damage model based only on the \$16,800.00 per home AMA  
9 Repiping bid.

10 32. As a result, the *pro rata* gross settlement of \$9,457.57 for each home equates to  
11 substantially more than 56.3% of the upper-end damages under this second damage model.

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

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

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

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

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

27 38. Finally, the Settlement is conditioned on all of the related OC Pipe class actions  
28 being “final” – which should be concurrently determined by the concurrent filing (and hearing)

1 of the motions for preliminary and final approval.

2 39. The Plaintiffs and Class Representatives participated in the settlement  
3 negotiations, and fully support the settlement.

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

5 40. This is a certified class action.

6 41. The Settlement Notice for this case (as well as for the *Smith* case) deals with a  
7 relatively unique situation in which the proposed settlement was negotiated *after* the cases had  
8 been certified and class notice was previously provided to the putative class. This is significant  
9 because the putative class members have already been provided with the opportunity to “opt-out”  
10 of this case or be bound by the results of the class action.

11 42. As a result, two different sets of Settlement Notice were negotiated – the first for  
12 individuals who were provided with Class Notice and the opportunity to opt-out of the class; and  
13 the second for subsequent owners who necessarily did not receive the initial Class Notice 5 years  
14 ago and the opportunity to opt-out. For the latter, the Settlement Notice provides the distinct  
15 opportunity to opt-out.

16 **C. The Arbitration Issues**

17 43. Structurally, the negotiations in the Centex/Pulte cases were unusual because: (1)  
18 the defendant/developer wanted all of its pending matters in these related cases to be resolved;  
19 and (2) a number of original owners who were initially part of this certified class action were  
20 subject to an Order by Judge Sanders compelling them to arbitration.

21 44. As a result, there were concurrent negotiations with the developer regarding the  
22 arbitration and non-arbitration claims in this case – all under the general belief that the defendant  
23 developer wanted a global resolution.

24 45. In these discussions, Class Counsel and Plaintiffs recognized that the cases  
25 compelled to arbitration had less settlement value than the ones that remained in this certified  
26 class action for the following reasons: (1) the homeowners in arbitration will not necessarily be  
27 able to take advantage of all of the favorable rulings that the class members obtained in the  
28

1 Orange County Superior Court actions; (2) the homeowners litigating in arbitration will not have  
2 the same protections of appellate review from an adverse ruling made by an Arbitrator; and (3)  
3 the arbitrations cannot be litigated as a class action and there are individual expenses that the  
4 homeowner in arbitration may have to incur that would otherwise be distributed amongst  
5 members of the class.

6 46. As a result, the negotiated *pro rata* gross recovery in the arbitration cases is 75%  
7 of the amount in *pro rata* gross recovery for the class members in this proposed Settlement. In  
8 other words, a 25% discount was applied to the arbitration plaintiffs' recovery.

9 47. We have approached the homeowners who would be subject to separate  
10 agreements to settle their arbitration claims – and they have all agreed to the settlement based  
11 upon the aforesaid discount compared to the class.

12 48. Finally, because the defendant (and its insurers) wanted a full settlement of all  
13 claims, this proposed settlement is conditioned on all of the other settlements being final. Again,  
14 the individual arbitration settlements have been fully executed by the plaintiffs in this action and  
15 the *Smith* action (*i.e.*, the only ones in which there are individual arbitration settlements) – so this  
16 will not be an issue.

17 49. With respect to the class settlements in the *Shah* and *Smith* cases, Plaintiffs intend  
18 to notice the same hearing date for all three cases – and the terms are substantively similar.

19 **D. The Terms of the Proposed Settlement.**

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

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

26 52. The material terms of the proposed Settlement are as follows:

27 a. Defendants shall establish the Settlement Fund of \$1,371,348.00 for the  
28

1 benefit of the Settlement Class.

2 b. The Settlement Class shall be defined as:

3 *(1) All present owners of residential homes in the Class Area whose*  
4 *copper pipe systems have not been replaced with PEX or epoxy*  
5 *coating by prior owners of the homes, or (2) prior owners of homes*  
6 *in the Ladera Ranch, California Class Area who replaced their*  
7 *copper pipe systems with PEX or epoxy coating, provided that: (a)*  
8 *the homes were constructed by Centex Homes of California, LLC,*  
9 *Centex Homes Realty Company, and Pulte Home Corporation and*  
10 *substantially completed within ten (10) years of the filing of the*  
11 *original complaint in this action, (b) the original purchase*  
12 *agreements were signed by the builder on or after January 1, 2003,*  
13 *and (c) their SB 800 claims were not released.*

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

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

25 d. For a homeowner who did not previously receive Class Notice (and thus now  
26 has an option to opt-out), such homeowner may exclude him or herself from  
27 the Settlement Class (and therefore not be bound by the terms of the  
28 Settlement Agreement) by submitting to the Class Administrator a timely and

1 valid written Request for Exclusion, pursuant to the instructions set forth in  
2 the Notice (attached as **Exhibit D** to the Settlement Agreement).

3 53. For all Notice papers returned as undeliverable or changed address, the Class  
4 Administrator shall re-send the Notice documents after a skip-trace. The Class Administrator  
5 must also create a dedicated website for this Settlement, which will provide a portal for  
6 electronic submission of Opt-Out Forms, Prior Owner Verification Forms and any Objections to  
7 the Settlement. The dedicated website shall also make available the Settlement Agreement, the  
8 pleadings submitted in support of preliminary approval, approval of attorneys' fees, costs and  
9 class representative enhancements, and final approval. The dedicated website shall also make  
10 available all Orders by this Court with respect to the aforesaid motions.

11 54. In the motion for Final Approval, Class Counsel and Plaintiffs shall report to the  
12 Court the specifics of any objections or requests for exclusion

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

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

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

24 57. All current homeowners will be deemed a Participating Class Member unless a  
25 prior owner had re-piped the home with PEX or an epoxy coating. This is because it is  
26 impracticable to inspect every home in the class to determine whether there has been a  
27 replacement of the copper pipes by prior owners with PEX or an epoxy coating. As a result, in  
28 order for a prior owner to be a participating settlement class member, that prior owner must

1 submit a verification that the prior owner had re-piped the home with PEX or an epoxy coating.

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

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

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

8 b. The class administrator will also have to determine the individuals who were mailed  
9 the Class Notice in 2017 – since they no longer have a right to opt-out.

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

13 59. Second, for the present owners on the Class List to receive any benefits from this  
14 Settlement, they do not have to do anything.

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

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

26 62. In the event that there is a dispute between a prior and present owner as to  
27 whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two  
28

1 homeowners shall submit proof supporting their claims to the Class Administrator who will  
2 forward such documentation to Hon. Nancy Wieben-Stock (Ret.) of JAMS who: (a) shall serve  
3 as arbitrator of the dispute; and (b) whose determination of those competing claims shall be  
4 binding. The costs for Judge Stock’s services shall be deemed a “cost” that shall be deductible  
5 from the Settlement Fund.

6 **2. Attorneys’ Fees and Costs.**

7 63. The proposed Settlement provides that Plaintiffs and Class Counsel shall  
8 separately file motions for approval by this Court at the time of final approval of the following:  
9 (a) Attorneys’ fees not to exceed one-third (1/3) of the Settlement Fund (\$457,116.00), plus costs  
10 not to exceed \$75,000.00. It should be noted that Class Counsel’s costs include the  
11 administrative costs previously incurred for Class Notice and the Questionnaire, and that the  
12 Class Administrator costs are relatively lower because its tasks will be lessened by the prior  
13 determination of the chain of title ownership of class homes through the date of Class Notice and  
14 the Questionnaire.

15 64. At the Final Approval Hearing, Class Counsel will be seeking reimbursement of  
16 pre-settlement costs on a *pro rata* basis from all class members and arbitration plaintiffs (since  
17 they all experienced a common benefit from such costs), and the reimbursement of class  
18 administration and approval motion costs on a *pro rata* basis for only class members (since only  
19 they benefitted from such costs). In addition to customarily incurred costs (such as deposition  
20 transcripts and expert payments), a large portion of the costs incurred will include the payments  
21 to class administrators for previously disseminated notice and the Questionnaire.

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

23 65. Pursuant to Section 3.1.7 of the Settlement Agreement, the Named Plaintiffs shall  
24 apply for a total sum of \$20,000.00 (or \$10,000 per class representative household) in order to  
25 compensate them for their participation as class representatives, subject to approval from this  
26 Court. This sum shall be paid from the Settlement Fund.

27 **4. The Proposed Release**

28 66. The release proposed by the Settlement is specifically limited to claims of

1 participating Settlement Class members (who do not choose to opt out); and is further limited to  
2 only the claims actually asserted in this action related to any alleged violations of California  
3 Civil Code § 895 et seq. arising from the installation of copper pipes. The release expressly  
4 excludes any *other* construction defects or *other* claims relating to the construction of the homes.

#### 5 **5. Class Notice**

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

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

13 69. Indeed, the Notice is modeled after the Federal Judicial Center's forms, as  
14 suggested by the Court on its website.

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

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

25 72. With respect to the proposed Class Administrator, Plaintiffs and Plaintiffs'  
26 counsel have no financial interest in ILYM or otherwise have a relationship with ILYM Group  
27 Inc. that could create a conflict of interest. To further provide some certainty regarding the costs  
28 of class administration, we have negotiated that ILYM have a cap of \$19,500.00 for its services –

1 which are extensive considering its need to determine chain of title information.

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

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

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

17 75. The proposed settlement provides for the establishment of a \$1,371,348.00  
18 Settlement Fund, which represents on a *pro rata* basis a total of \$9,457.57 for each home.

19 a. This represents approximately 56.3% of the higher damage model that only  
20 considers the AMA Repiping bid (and not the lower amounts actually paid by  
21 class members who repiped their homes).

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

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

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 78. 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 56.3% of the Class’s potential trial damages is fair, reasonable, and adequate, and  
6 in the best interest of the Class in light of all known facts and circumstances.

7 79. 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 80. In the event that this Court approves the maximum application for attorneys’ fees,  
11 costs, class representative enhancements and class administration costs, the *pro rata* net  
12 payments to each of the 145 class members will be \$5,515.04, calculated as follows:

Gross Settlement Fund	\$1,371,348.00
Attorneys’ Fees (Max)	- \$457,116.00
Attorney Costs (Max)	- \$75,000.00
Class Representative Enhancement	- \$20,000.00
Class Administration Costs	- <u>\$19,550.00</u>
Subtotal for Distribution	\$799,682.00
<b>Per Class Member (÷ 145)</b>	<b>\$5,515.04</b>

18 81. 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**.

21 82. Attached hereto as **Exhibits B** and **C** are the proposed Settlement Notices.

22 83. Attached hereto as **Exhibit D** is the proposed Opt-Out Form.

23 84. Attached hereto as **Exhibit E** is the proposed Prior Owner Verification Form.

24 85. Attached hereto as **Exhibit F** is a true and correct copy of JND Legal’s summary of  
25 Homeowner Questionnaire responses that includes a summary of the replacement costs already incurred  
26 by these homeowners.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
2 true and correct. Executed on February 3, 2023, at Los Angeles, California.

3  
4 /s/Richard L. Kellner  
5 Richard L. Kellner, Esq.  
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# EXHIBIT A

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20 Attorneys for Plaintiffs ENRIQUE DEL RIVERO, ANA  
21 DEL RIVERO, GREG ESTES, and CHERIE ESTES,  
22 on behalf of themselves and all others similarly situated

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

25 ENRIQUE DEL RIVERO, an individual; ANA  
26 DEL RIVERO, an individual; GREG ESTES, an  
27 individual; CHERIE ESTES, an individual; on  
28 behalf of themselves and all others similarly  
situated,

Plaintiffs,

vs.

CENTEX HOMES OF CALIFORNIA, LLC., a  
Limited Liability Company; CENTEX HOMES  
REALTY COMPANY, a Corporation; PULTE  
HOME CORPORATION, a Corporation;  
MUELLER INDUSTRIES, INC., a Corporation;  
and DOES 1-100,

Defendants.

AND RELATED CROSS-CLAIMS.

CASE NO. 30-2013-00649338-CU-CD-CXC

**CLASS ACTION SETTLEMENT AND  
RELEASE BETWEEN PLAINTIFFS AND  
DEFENDANTS FOR SETTLEMENT  
PURPOSES ONLY**

Judge: Hon. Peter Wilson

Dept: CX-101

Complaint Filed: 5/9/13



1                   **1.7 Class Administrator.** “Class Administrator” shall mean ILYM Group, Inc.,  
2 14751 Plaza Dr., Suite J, Tustin CA 92780. The Class Administrator shall receive and administer the  
3 Settlement Funds.

4                   **1.8 Class Counsel.** “Class Counsel” shall mean: Bridgford, Gleason & Artinian,  
5 Kabateck LLP, and McNicholas & McNicholas.

6                   **1.9 Class Home List.** “Class Home List” shall mean the complete list of the  
7 addresses of the homes that are covered by this Settlement and is comprised of those 145 homes  
8 developed by Defendants in Ladera Ranch, California identified on Exhibit A hereto.

9                   **1.10 Class Representatives.** “Class Representatives” means named plaintiffs and duly  
10 appointed class representatives Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes.

11                   **1.11 Court.** “Court” means the Superior Court of California for the County of Orange,  
12 Complex Division.

13                   **1.12 Cross-Defendants.** "Cross-Defendants" means Orange Pacific Plumbing, Inc.;  
14 Ace American Insurance Company and Arch Specialty Insurance, Intervenor for RCR Plumbing; TIG  
15 Insurance Company, successor by merger to American Safety Indemnity Company, as insurer of and  
16 Intervenor for Viking Plumbing, Inc., a suspended corporation; Nacobre USA, LLC, formerly known as  
17 Copper & Brass International Corp.; Cambridge-Lee Industries, LLC.; and Cerro Flow Products, LLC.

18                   **1.13 Defendants.** “Defendants” means Centex Homes, a Nevada general partnership,  
19 and Pulte Home Corporation.

20                   **1.14 Defendants’ Counsel.** “Defendants’ Counsel” means Joseph A. Ferrentino and  
21 Jeffrey R. Brower of Newmeyer & Dillion LLP and Anna S. McLean of Sheppard Mullin Richter &  
22 Hampton LLP.

23                   **1.15 Eligible Share.** “Eligible Share” shall mean each individual Settlement Class  
24 Member’s share of the Net Settlement Fund, which will be determined by dividing the Net Settlement  
25 Fund by the 145 homes included in the Settlement Class.

26                   **1.16 Final Approval Hearing.** “Final Approval Hearing” shall mean the hearing  
27 conducted by the Court to determine the fairness, adequacy and reasonableness of this Agreement and  
28 the settlement of the Action, including Plaintiff’s Counsel’s application for the Attorney Fee Award and

1 the Representative Plaintiff's Award, and to enter the Final Approval Order and Judgment.

2 **1.17 Final Approval Order and Judgment.** "Final Approval Order and Judgment"  
3 shall mean the Court's Order pursuant to Rule of Court 3.769 granting final approval of this Settlement  
4 Agreement and providing for the orderly performance and enforcement of the terms and conditions of  
5 this Settlement Agreement, as well as the Judgment rendered by the Court pursuant to Rule of Court  
6 3.769(h).

7 **1.18 Motion for Preliminary Approval.** "Motion for Preliminary Approval" shall  
8 mean the Motion for Preliminary Approval of the Settlement to be filed in this Action pursuant to  
9 California Rule of Court 3.769(c).

10 **1.19 Net Settlement Fund.** "Net Settlement Fund" means the Settlement Fund  
11 (including accrued interest) minus (a) Administrative Fees and Costs, (b) the total attorneys' fees and  
12 costs awarded to Settlement Class Counsel by the Court; and (c) any incentive payments awarded to the  
13 Class Representatives by the Court.

14 **1.20 Notice Date.** "Notice Date" shall mean the date on which the Class  
15 Administrator shall send the Settlement Class Notice to all members of the Settlement Class who are not  
16 Original Class Members. The Notice Date shall be no more than ten (10) business days after entry of  
17 the Preliminary Approval Order.

18 **1.21 Objection Deadline.** "Objection Deadline" means sixty (60) calendar days from  
19 the Settlement Class Notice Date.

20 **1.22 Opt-Out.** "Opt-Out" means a Settlement Class Member who timely submits a  
21 properly completed and executed Request for Exclusion.

22 **1.23 Opt-Out Period.** "Opt-Out Period" means the period commencing on the  
23 Settlement Class Notice Date and ending sixty (60) calendar days thereafter during which Settlement  
24 Class Members may submit a timely Request for Exclusion. The last day of the Opt-Out Period shall be  
25 specifically set forth in the Settlement Class Notice.

26 **1.24 Original Class Members.** All members of the Class to whom Class Notice was  
27 sent on or about February 2018.

28 **1.25 Participating Settlement Class Member.** "Participating Settlement Class

1 Member” shall mean the Settlement Class Member who is the current owner(s) of each home on the  
2 Class Home List, unless (a) a prior owner re-piped the home with PEX or an epoxy coating and submits  
3 a Prior Owner Re-Piping Form as provided in Section 4.4 of this Settlement Agreement; or (b) the  
4 Settlement Class Member Opted Out.

5 **1.26 Parties.** “Parties” shall mean the Class Representatives, the Settlement Class  
6 Members, and Defendants.

7 **1.27 Plaintiffs.** “Plaintiffs” shall mean the Class Representatives and the Settlement  
8 Class Members.

9 **1.28 Plaintiffs’ Released Parties.** “Plaintiffs’ Released Parties” shall mean  
10 Defendants, Cross-Defendants, and each and all of their past, present, and future parents, subsidiaries,  
11 subcontractors, affiliated companies and corporations, and each and all of their respective past, present,  
12 and future directors, officers, managers, employees, general partners, limited partners, principals, agents,  
13 insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors,  
14 divisions, joint ventures, assigns, or related entities, and each and all of their respective executors,  
15 successors, assigns, and legal representatives, and any subcontractors hired by Defendants to construct  
16 or work on the homes listed on the Class Home List and each and all of their past, present, and future  
17 parents, subsidiaries, subcontractors, affiliated companies and corporations, and each and all of their  
18 respective past, present, and future directors, officers, managers, employees, general partners, limited  
19 partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives,  
20 predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their  
21 respective executors, successors, assigns, and legal representatives, as well as any supplier,  
22 manufacturer or distributor of copper pipe for potable water systems in the Settlement Class Members’  
23 homes and each and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated  
24 companies and corporations, and each and all of their respective past, present, and future directors,  
25 officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,  
26 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures,  
27 assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal  
28 representatives.

1           **1.29 Preliminary Approval.** “Preliminary Approval” shall mean that the Court has  
2 entered the Preliminary Approval Order.

3           **1.30 Preliminary Approval Date.** “Preliminary Approval Date” means the date on  
4 which the Preliminary Approval Order is entered by the Court.

5           **1.31 Preliminary Approval Order.** “Preliminary Approval Order” shall mean the  
6 order entered by the Court that grants Preliminary Approval of this Settlement including, among other  
7 things, preliminary approval of the terms of the settlement, provisional certification of the Settlement  
8 Class, and approval of the form and method of Settlement Class Notice. The Preliminary Approval  
9 Order shall be in substantially the form attached hereto as Exhibit D, subject to non-material  
10 modifications made by the Court.

11           **1.32 Release by Class Representatives.** “Release by Class Representatives” means  
12 the release set forth in Paragraph 5.1 of this Agreement.

13           **1.33 Release by Settlement Class Members.** “Release by Settlement Class  
14 Members” means the release set forth in Paragraph 5.2 of this Agreement.

15           **1.34 Related Actions.** "Related Actions" means *Shah, et. al. v. Pulte Home*  
16 *Corporation*, Orange County Superior Court Case No. 30-2014-00731604; *Smith v. Pulte Home*  
17 *Corporation*, Orange County Superior Court Case No. 30-2015-0080812; the claims pending with the  
18 American Arbitration Association filed by the owners of the homes that were the subject of the Court's  
19 July 9, 2021 order granting Defendants' motion to compel arbitration in this action; and the claims  
20 pending with the American Arbitration Association filed by the owners of the homes that were the  
21 subject of the Court's November 15, 2021 order requiring certain homeowners to arbitration in the *Smith*  
22 *v. Pulte Home Corporation* action.

23           **1.35 Representative Plaintiffs’ Award.** “Representative Plaintiffs’ Award” means  
24 the amount, if any, that is approved by the Court for payment to the Class Representatives for acting as  
25 class representatives in the Action.

26           **1.36 Request for Exclusion.** “Request for Exclusion” means the submission by  
27 Settlement Class Members to the Class Administrator requesting to opt out of the settlement. A form  
28 Request for Exclusion is Exhibit E.

1                   **1.37 Settled Claims of the Class Representatives.** “Settled Claims of the Class  
2 Representatives” means collectively any and all claims, demands, rights, liabilities, suits, matters,  
3 obligations, damages, losses, costs, actions and causes of action of every nature and description  
4 whatsoever, in law or equity, known or unknown, that the Class Representatives ever had against  
5 Defendants, Cross-Defendants, as well as any other supplier, manufacturer, distributor, or installer of  
6 copper plumbing lines or systems in the Class Representatives’ homes and their insurers, including  
7 claims for penalties, attorneys’ fees and costs of such, that arise from the design, installation, repair, or  
8 use of copper plumbing lines and systems in the homes and any alleged violations of California Civil  
9 Code § 895 et seq. arising from the design, installation, repair, or use of copper plumbing lines and  
10 systems. The Settled Claims of the Class Representatives specifically extend to claims that the Class  
11 Representatives do not know or suspect to exist in their favor at the time of settlement. The foregoing  
12 releases constitute a waiver of, without limitation, section 1542 of the California Civil Code, which  
13 provides:

14                   A general release does not extend to claims that the creditor or releasing party does not  
15 know or suspect to exist in his or her favor at the time of executing the release and that, if  
16 known by him or her, would have materially affected his or her settlement with the  
17 debtor or released party.

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

26                   **1.38 Settled Class Claims.** “Settled Class Claims” means collectively any and all  
27 claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes  
28 of action of every nature and description whatsoever, in law or equity, known or unknown, that the

1 Settlement Class Members ever had against Defendants, Cross-Defendants, or any other supplier,  
2 manufacturer, distributor, or installer of copper plumbing lines or systems in the Settlement Class  
3 Members' homes and their insurers, including claims for penalties, attorneys' fees and costs of such, that  
4 arise from or in any way relate to the design, installation, repair, or use of copper plumbing lines and  
5 systems in the homes and any alleged violations of California Civil Code § 895 et seq. arising from or in  
6 any way relating to the design, installation, repair, or use of copper plumbing lines and systems.

7 Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are  
8 any *other* alleged construction defects or *other* claims relating to the construction of the homes identified  
9 in Exhibit A, against any parties, including Defendants, which are not alleged in the Action.

10 **1.39 Settlement or Settlement Agreement.** "Settlement" or "Settlement Agreement"  
11 shall mean the terms and conditions of this Class Action Settlement and Release Agreement, which is  
12 being entered into by the Parties for settlement purposes only.

13 **1.40 Settlement Class Members.** "Settlement Class Members" shall mean (1) the  
14 Original Class Members, and (2) either the present homeowner(s) of the 145 homes listed on Exhibit A,  
15 or the former owners of such homes who have provided information acceptable to the Parties that they  
16 repiped the home with PEX or an epoxy coating before selling. Settlement Class Members shall exclude  
17 Opt-Outs. The Settlement Class Members comprise the "Settlement Class."

18 **1.41 Settlement Class Notices.** "Settlement Class Notices" means the notices of  
19 provisional certification of a Settlement Class and proposed settlement contemplated by this Agreement,  
20 substantially in the forms attached hereto collectively as Exhibit B and Exhibit C, more fully described  
21 in Section IV of this Agreement..

22 **1.42 Settlement Fund.** "Settlement Fund" shall mean the total amount of  
23 \$1,371,348.00 that shall be funded by Defendants and wired to Class Administrator's account within 30  
24 days of Final Approval. The Settlement Fund shall be the exclusive source for: (a) the benefits to the  
25 Settlement Class Members (*i.e.*, the Award); (b) the Attorney Fee Award; (c) Class Administrator's  
26 Costs; and (d) the Class Representatives' Awards.

27 **1.43 Settlement Effective Date.** "Settlement Effective Date" shall mean the first day  
28 following the last of the following occurrences:

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

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

## 10 II. RECITALS

11 **2.1 Description of the Action.** Plaintiffs filed this Action on May 9, 2013 on behalf  
12 of themselves and other allegedly similarly situated persons whose homes were built by Defendants and  
13 contained copper plumbing lines and systems that purportedly were inadequate and defective for the  
14 water conditions in Ladera Ranch, California.

15 **2.1.0 Litigation of the Action.** Class Counsel assert that they have, for close to  
16 nine years, vigorously litigated this Action and the other related actions against other developers for the  
17 same claim that the chemical interaction between the water supplied in Ladera Ranch and the copper  
18 pipes installed by developers lessened the reasonably-expected useful life of the copper pipes and  
19 resulted or would result in pinhole leaks. This has included extensive motion practice on the issue of  
20 whether the cases can proceed as class actions (which were litigated on two separate occasions before  
21 the Court of Appeal) and extensive work with a common water chemist expert.

22 **2.1.1 Discovery in the Action.** The Parties have engaged in extensive  
23 discovery and motion practice in connection with this action.

24 **2.2 Class Certification.** On August 7, 2017, the Court certified the Class as defined  
25 in Section 1.6 of this Settlement Agreement.

26 **2.3 Settlement Efforts.** Subsequent to certification of this class action and extensive  
27 litigation of this case, the Parties have engaged in arms-length negotiations before Hon. Stephen J.  
28 Sundvold (ret.) JAMS ADR. As a result of this mediation, the parties were able to reach agreement on

1 settlement. The terms of that negotiated settlement are reflected in this Agreement.

2           **2.4 Plaintiffs' Reasons for Entering Into Settlement.** Class Counsel and Plaintiffs  
3 believe that the claims asserted in this Action have merit. Class Counsel and Plaintiffs, however,  
4 recognize the uncertain outcome and the risk of any litigation, especially in complex actions such as this,  
5 as well as the difficulties and delays inherent in such litigation. Class Counsel and Plaintiffs are also  
6 mindful of the inherent problems of proof and defenses to the claims asserted in this Action. In light of  
7 the above, Class Counsel and Plaintiffs believe that the Settlement set forth in this Settlement  
8 Agreement confers substantial benefits upon the Settlement Class and each of the Class Members and is  
9 fair, just, equitable, reasonable, adequate and in the best interests of all Settlement Class Members.

10           **2.5 Defendants' Reasons for Entering into Settlement.** Defendants have denied,  
11 and continue to deny, liability for any of the claims asserted in this Action. Defendants, however, desire  
12 to settle the Action, on the terms and conditions set forth in this Settlement Agreement, in order to:  
13 (a) avoid the burden, expense, and uncertainty of continuing the Action; (b) avoid the diversion of their  
14 resources and personnel required by continuing the Action; and (c) put to rest any and all claims that are,  
15 or could have been, brought or asserted in this Action, or any similar litigation, in this or any other  
16 court's jurisdiction, which are based upon any of the facts, circumstances or conduct alleged in the  
17 Action. Defendants have therefore determined that it is desirable and beneficial that the Action be  
18 settled upon the terms and conditions set forth in this Settlement Agreement. This Settlement  
19 Agreement is based on the express understanding that nothing contained in this Settlement Agreement  
20 shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the  
21 part of any of Defendants or any of Plaintiffs' Released Parties, all of whom deny any liability.

22           **2.6 Conditional Settlement.** Subject to Court approval as provided herein, the  
23 Parties stipulate and agree that, in consideration of the promises and covenants set forth in this  
24 Agreement and upon the entry by the Court of a Final Approval Order and the occurrence of the  
25 Effective Date, the Action shall be fully settled and compromised as to the Settlement Class Members  
26 upon the terms and conditions set forth below. Further, this Settlement has been entered into in concert  
27 with settlements reached in the Related Actions and is conditioned upon final execution and final Court  
28 approvals of the settlements in the Related Actions.



1 Settlement Class Member who does not file a valid Request for Exclusion shall automatically be eligible  
2 for to an Eligible Share.

3 **3.1.4 Payment of Claims to the Participating Settlement Class Members.**

4 Within (30) days after the Settlement Effective Date, the Class Administrator shall mail individual  
5 Settlement Checks to each Participating Settlement Class Member.

6 **3.1.5 Disposition of Uncashed Settlement Checks.** Each Settlement Check

7 mailed by the Class Administrator to Participating Settlement Class Members shall be valid for 180 days  
8 from the date shown on the Settlement Check. Any checks not cashed within that time shall be treated  
9 as uncashed checks under California's Unclaimed Property Law and forwarded to the appropriate  
10 government authority.

11 **3.1.6 Attorneys' Fees, Costs and Expenses.** Defendants take no position as to

12 the proper amount of any attorneys' fee award to Class Counsel, and agree that they will not oppose an  
13 application by Class Counsel for attorneys' fees. Class Counsel represent and warrant that they will not  
14 seek an attorneys' fees award of more than one-third of the Settlement Fund, which equates to Four  
15 Hundred Fifty-Seven One Hundred Sixteen Dollars (\$457,116.00) and reimbursement of legal costs up  
16 to \$75,000.00, and that these amounts are inclusive of all fees, costs, and expenses of Class Counsel,  
17 past and future, in connection with the Action. The fees shall be divided among Class Counsel based  
18 upon their agreement. The attorneys' fees and costs in the amount awarded by the Court shall be paid  
19 directly to Class Counsel from the Settlement Fund within two court days after the Settlement Effective  
20 Date. The effectiveness of this Settlement is not conditioned upon nor will it be delayed in the event  
21 that the Court fails to approve Class Counsel's request for attorneys' fees and costs in whole or in part.  
22 Defendants shall have no obligation to pay any attorneys' fees or costs to Class Counsel other than such  
23 amount awarded by the Court to Class Counsel from the Settlement Fund. Any fees not awarded shall  
24 be included within the Net Settlement Fund for distribution to the Participating Settlement Class  
25 Members. The Class Representatives have reviewed and approved the aforesaid division of attorneys'  
26 fees.

27 **3.1.7 Incentive Payments to the Class Representatives.** Plaintiffs intend to

28 apply to the Court for two (2) incentive payments (one for each household of Class Representatives) of

1 \$10,000.00 each (i.e. a total of \$20,000.00). Defendants take no position as to the proper amount of any  
2 incentive payments to the Class Representatives and agree that they will not oppose an application by  
3 Class Counsel for the Class Representatives' incentive payments. The effectiveness of this Settlement  
4 will not be conditioned upon or delayed by the Court's failure to approve any incentive payments to  
5 either Class Representatives, and/or the Court's award of incentive payments in an amount less than that  
6 sought by either Class Representatives. Defendants shall have no obligation to pay any incentive  
7 payments to the Class Representatives, separate from any amount awarded by the Court to the Class  
8 Representatives from the Settlement Fund. Any fees not awarded shall be included within the Net  
9 Settlement Fund for distribution to the Participating Settlement Class Members.

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

#### 14 **IV. NOTICE TO THE CLASS**

15 **4.1 Contact Information of Potential Class Members.** Within ten (10) business  
16 days of Preliminary Approval, Class Counsel shall provide the Class Administrator with the Class Home  
17 List. The Class Administrator shall then determine the identity of all potential Settlement Class  
18 Members by conducting a "chain of title" search for the names and addresses of all individuals who had  
19 an ownership interest in the subject homes from the date of construction to the present date. The "chain  
20 of title" search shall be supplemented with other information as set forth in Sections 4.3 and 4.4, below,  
21 to arrive at address lists for the Settlement Class Members defined in Section 1.40 of this Settlement  
22 Agreement.

#### 23 **4.2 Notice to the Settlement Class.**

24 **4.2.0** Notice to the potential Settlement Class Members who were not Original  
25 Class Members shall be substantially in the form attached hereto as Exhibit B.

26 **4.2.1** Notice to the Original Class Members shall be substantially in the form  
27 attached hereto as Exhibit C.

#### 28 **4.3 Notice by Mail is the Best, Most Fair and Most Reasonable Form of Notice**

1 **Practicable under the Circumstances.** The Parties agree that providing direct mailed notice to all  
2 potential Settlement Class Members is the best, most fair and most reasonable form of notice practicable  
3 under the circumstances.

4 **4.3.0** The Notices shall be mailed to all Settlement Class Members by the Class  
5 Administrator within thirty (30) days of Preliminary Approval, in envelopes marked “Personal and  
6 Confidential.”

7 **4.3.1** Any Notices that are returned as non-deliverable with a forwarding  
8 address shall promptly be re-mailed by the Class Administrator to such forwarding address. To the  
9 extent that any Settlement Class Notices are returned as non-deliverable without a forwarding address,  
10 the Class Administrator shall conduct a reasonable research to locate valid address information for the  
11 intended recipients of such Settlement Class Notices, and shall promptly re-mail the Settlement Class  
12 Notice, as applicable, to any Settlement Class Members for whom new address information is identified.

13 **4.4 Prior Homeowners.** Under the terms of the Settlement, the current owner shall  
14 be deemed to have the right to payment from the Net Settlement Fund, unless a prior owner had re-piped  
15 the home with PEX or an epoxy coating. Class Counsel have determined that it is impracticable to  
16 inspect every home in the class to determine whether there has been a replacement of the copper pipes  
17 by prior owners with PEX or an epoxy coating. Accordingly, a term of this Settlement is that prior to  
18 the Final Approval of the Settlement, a prior owner must submit a verification that the prior owner had  
19 re-piped the home with PEX or an epoxy coating. A Prior Owner Re-Piping Form shall be served with  
20 the Settlement Class Notices and be available on a Class Settlement website maintained by the Class  
21 Administrator, in the form attached hereto as Exhibit F.

22 **4.4.1. Procedure upon Prior Homeowner Submission of Prior Owners Verification**  
23 **Form.** In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner  
24 has replaced the home’s copper pipes with PEX or epoxy coating, then the Class Administrator shall  
25 provide the present owner with written notice: (a) that a prior owner has submitted a Prior Owner  
26 Verification stating that the prior owner replaced the home’s copper pipes with PEX or epoxy coating;  
27 and (b) the present owner has 30 days within which to submit a written verification that the home had  
28 copper pipes (without any epoxy coating) at the time the present owner obtained title to the home. In the

1 event that there is a dispute between a prior and present owner as to whether a prior owner had replaced  
2 the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting  
3 their claims to Hon. Nancy Wieben Stock (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute;  
4 and (b) whose determination of those competing claims shall be binding. The costs for Judge Stock's  
5 services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

6 **4.5 Requests for Exclusion.** The Notice attached as Exhibit B shall provide  
7 Settlement Class Members who were not Original Class Members an opportunity to Opt Out. In order  
8 to request exclusion, such Settlement Class Members must mail a written Request for Exclusion to the  
9 Class Administrator. The Request for Exclusion must be signed by the Settlement Class Member, and  
10 postmarked no later than the deadline for filing a Request for Exclusion set forth in the Preliminary  
11 Approval Order entered by the Court. The Parties agree that they will propose to the Court that the  
12 deadline for submitting a Request for Exclusion set forth in the Preliminary Approval Order be sixty  
13 (60) days after the date Notice was last mailed. All Settlement Class Members who do not timely and  
14 properly file a Request for Exclusion from the Settlement Class shall be bound by all proceedings,  
15 orders, and judgments in the Action, even if the Settlement Class Member has pending, or subsequently  
16 initiates, litigation against any of the Defendants relating to the release of Settled Class Claims. A  
17 Settlement Class Member who chooses to be excluded from the Settlement Class will be excluded  
18 entirely therefrom and, therefore, from participation in the Settlement. The Class Administrator shall  
19 timely provide the Parties with copies of all Requests for Exclusion within seven days after receipt of  
20 said Requests. In the event that in excess of 10% of the Participating Settlement Class Members opt out,  
21 Defendants, at their sole discretion, may terminate this Settlement, but Defendants must give notice of  
22 their intent to terminate the Settlement within 15 days after the deadline to submit a Request for  
23 Exclusion.

24 **4.6 Objections to Settlement.** Any Settlement Class Member other than Opt Outs  
25 may object to the Settlement, motions for attorneys' fees, costs and/or the proposed incentive awards,  
26 and/or the proposed Final Approval Order and Judgment. Any Settlement Class Member who is not an  
27 Opt Out and who wishes to file such an objection shall, by the date set forth in the Preliminary Approval  
28 Order approved by the Court, mail to the Class Administrator a writing containing a clear and specific

1 statement of the objection, as well as the specific reason(s), if any, for each objection, including any  
2 legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the  
3 Settlement Class Member wishes to introduce in support of the objection. Any Settlement Class  
4 Member who is not an Opt Out may file and serve a written objection either on his or her own or  
5 through an attorney hired at his or her own expense. Any Settlement Class Member who is not an Opt  
6 Out intending to make an appearance at the Final Approval Hearing must: (a) file a notice of  
7 appearance with the Court no later than the date set in the Preliminary Approval Order approved by the  
8 Court or as the Court may otherwise direct; and (b) mail a copy of the notice of appearance postmarked  
9 by the date set forth in the Preliminary Approval Order to the Class Administrator.

10 **4.6.1** Opt Outs shall have no standing to object to the Settlement, motions for  
11 attorneys' fees, costs and/or the proposed incentive awards, and/or the proposed Final Approval Order  
12 and Judgment. As soon as possible after receipt of an objection, the Class Administrator shall provide a  
13 copy of the objection and supporting papers (and the accompanying envelope or other packaging) to  
14 Class Counsel and Defense Counsel. Any Settlement Class Member who fails to comply with the  
15 provisions of this Section shall waive and forfeit any and all rights to object to the Settlement, motions  
16 for attorneys' fees, costs and/or the proposed incentive awards, and/or the proposed Final Approval  
17 Order and Judgment and shall be bound by all the terms of the Settlement Agreement and by all  
18 proceedings, orders, and judgments in the Action.

19 **4.7 Proof of Payment.** Within ninety (90) days after the Settlement Effective Date,  
20 the Class Administrator will certify to the Court that checks have been mailed to the Participating  
21 Settlement Class Members. The certification required by this Section shall be by declaration(s), based  
22 on the personal knowledge of the declarant(s), filed with the Court and served on Class Counsel and  
23 Counsel for Defendants.

## 24 **V. RELEASE OF CLAIMS**

25 **5.1 Release by Class Representatives.** Upon the Settlement Effective Date, Class  
26 Representatives and all of their respective heirs, executors, administrators, predecessors, successors and  
27 assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties from the Settled  
28 Claims of the Class Representatives.

1                   **5.2 Release by Settlement Class Members.** Upon the Settlement Effective Date,  
2 Settlement Class Members and all of their respective heirs, executors, administrators, predecessors,  
3 successors and assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties  
4 from the Settled Class Claims.

5                   **5.3 Complete Defense.** The Parties shall be deemed to have agreed that the Releases  
6 set forth in Sections 5.1 and 5.2 will be and may be raised by the Parties and Plaintiffs' Released Parties  
7 as a complete defense to, and will preclude any action or proceeding based on the claims set forth  
8 therein.

9                   **5.4 Effectuation of Settlement.** None of the releases set forth herein includes  
10 releases of claims to enforce the terms of the Settlement.

## 11                   **VI. PRELIMINARY COURT APPROVAL OF THE SETTLEMENT**

12                   **6.1 Motion for Preliminary Approval.** The Parties shall submit this Settlement to  
13 the Court in support of the Motion for Preliminary Approval and shall request a determination by the  
14 Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement,  
15 Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order, which shall:

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

17                               (b) Approve as to form and content the proposed Notices substantially in the  
18 forms attached hereto as Exhibits B and C;

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

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

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

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

- 1 (2) Whether the Final Approval Order and Judgment should be  
2 entered;
- 3 (3) Whether Class Counsel’s application for an award of attorneys’  
4 fees and costs should be approved; and
- 5 (4) Whether the incentive awards to Plaintiffs as Class  
6 Representatives should be approved.

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

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

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

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

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

## 20 **VII. FINAL COURT APPROVAL OF THE SETTLEMENT**

21 **7.1 Entry of Final Approval Order and Judgment.** At the Final Approval Hearing,  
22 the Parties will request that the Court, among other things, enter the Final Approval Order and  
23 Judgment, in which the Court will: (a) approve the Settlement Agreement as fair, reasonable, adequate,  
24 and binding on all Settlement Class Members who do not Opt Out; (b) enter the Final Approval Order  
25 and Judgment in accordance with the terms of this Settlement Agreement; (c) determine the amount and  
26 approve the payment of attorneys’ fees and costs; (d) determine the amount of any incentive payments to  
27 award to the Class Representatives; and (e) provide for the entry of judgment in the Action and for the  
28 Release of all Settled Class Claims against the Plaintiffs’ Released Parties by the Class Representatives

1 and all Settlement Class Members who have not submitted valid and timely Requests for Exclusion.

2                   **7.1.0 Final Judgment.** The Final Approval Order and Judgment shall include a  
3 final judgment, which shall:

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

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

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

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

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

13                   (f) Permanently bar the Class Representatives from prosecuting against  
14 Plaintiffs’ Released Parties any and all of the Settled Class Claims.

15                   **VIII. MISCELLANEOUS PROVISIONS**

16                   **8.1 Voiding the Agreement.** If the Court denies the Motion for Preliminary  
17 Approval or does not enter the Final Approval Order and Judgment, or if the Court’s entry of the Final  
18 Approval Order and Judgment is reversed on appeal, the Settlement and all related papers including the  
19 Motion for Preliminary Approval shall not be used nor be admissible in any subsequent proceedings  
20 either in this Court or in any other Court or forum, and the \$1,371,348.00 Settlement Fund shall be  
21 returned to Defendants, minus fifty percent (50%) of any actual Class Administrative costs incurred to a  
22 limit of \$13,500 from Defendants.

23                   **8.2 Signatories’ Authority.** The signatories to the Settlement represent that they are  
24 authorized to enter into this Settlement and bind their respective Parties to its terms and conditions.

25                   **8.3 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other  
26 to accomplish the terms of this Settlement, including, but not limited to, execution of such documents  
27 and to take such other action as may reasonably be necessary to implement the terms of this Settlement.  
28 The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement

1 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the  
2 terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall,  
3 with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure  
4 the Court's Final Judgment.

5 **8.4 No Prior Assignments.** The Parties represent, covenant, and warrant that they  
6 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or  
7 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or  
8 right released and discharged in this Settlement.

9 **8.5 Notices.** Unless otherwise provided herein, all legal notices, demands, or other  
10 communications given hereunder shall be in writing and shall be deemed to have been duly given as of  
11 the third business day after emailing and mailing by U.S. registered or certified mail, return receipt  
12 requested, addressed as follows:

13 (a) To the Class:

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

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

19 (b) To Defendants:

20 Joseph A. Ferrentino, Esq.  
21 Jeffrey R. Brower, Esq.  
22 Newmeyer & Dillion LLP  
895 Dover Street, 5<sup>th</sup> Floor  
23 Newport Beach, CA 92660  
Joe.ferrentino@ndlf.com  
24 Jeffrey.browner@ndlf.com

25 Anna S. McLean, Esq.  
26 Sheppard Mullin Richter & Hampton LLP  
4 Embarcadero Center, 17<sup>th</sup> Floor  
27 San Francisco, CA 94111-4109  
28 amclean@sheppardmullin.com

1           **8.6 Construction.** The Parties agree that the terms and conditions of this Settlement  
2 are the result of lengthy, intensive arm's-length negotiations between the Parties' counsel, and that the  
3 terms of this Settlement shall not be construed in favor of or against any Party.

4           **8.7 Captions and Interpretations.** Section titles or captions contained in this  
5 Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or  
6 describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and  
7 not merely a recital.

8           **8.8 Modification.** This Settlement may not be changed, altered, or modified, except  
9 in a writing signed by the Parties and their counsel, and approved by the Court. This Settlement may not  
10 be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

11           **8.9 Integration Clause.** Except for the settlement agreements between Defendants  
12 and Cross-Defendants, this Settlement contains the entire agreement between the Parties relating to the  
13 resolution of the Action, and all prior or contemporaneous agreements, understandings, representations,  
14 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged  
15 in this Settlement. No rights under this Settlement may be waived except in a writing signed by the  
16 Party making the waiver and its counsel. Notwithstanding the forgoing, it is understood and agreed that  
17 Defendants and Cross-Defendants will execute a separate settlement agreement documenting the terms  
18 and conditions of the settlement of the claims and cross-complaint against Cross-Defendants.

19           **8.10 Binding on Assigns.** This Settlement shall be binding upon and inure to the  
20 benefit of the Parties, Cross-Defendants, Plaintiffs' Released Parties and their respective heirs, trustees,  
21 executors, administrators, successors, and assigns and, where applicable, all of their current or former  
22 parent entities, corporations, subsidiaries, related and affiliated companies and entities, officers,  
23 directors, agents, representatives, attorneys, insurers, predecessors, successors, assignees, employees,  
24 and all individuals or entities acting by, through, under, or in concert with any of them.

25           **8.11 Class Counsel Signatories.** It is agreed that, because the Settlement Class  
26 Members are so numerous, it is impossible or impractical to have each one execute this Settlement. The  
27 Notice will advise all Settlement Class Members of the binding nature of the Release. Excepting only  
28 the eligible Settlement Class Members who timely submit a Request for Exclusion, the Notice shall have

1 the same force and effect as if this Settlement were executed by each Settlement Class Member with  
2 regard to the Settled Class Claims.

3 **8.12 Counterparts.** This Settlement may be executed in counterparts, and when each  
4 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
5 original, and, when taken together with other signed counterparts, shall constitute one Settlement, which  
6 shall be binding upon and effective as to all Parties.

7 **8.13 Governing Law.** This Settlement Agreement shall be governed by the laws of  
8 the State of California, without regard to choice-of-law principles.

9 **8.14 Continuing Jurisdiction.** The Court shall retain jurisdiction over the  
10 interpretation and implementation of this Settlement Agreement.

11 **8.15 Venue.** Any and all actions or disputes arising out of this Settlement Agreement,  
12 including without limitation the enforcement, interpretation, breach, or attempted rescission of this  
13 Settlement Agreement, shall be brought exclusively in this Court.

14 **8.16 Waiver.** Any failure by any Party to insist upon the strict performance by any  
15 other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of  
16 the provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the  
17 right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement  
18 Agreement.

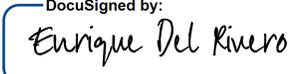
19 **8.17 Conflicts.** In the event of conflict between this Settlement Agreement and any  
20 other prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement  
21 Agreement shall supersede and control. Notwithstanding the forgoing, it is understood and agreed that  
22 Defendants and Cross-Defendants will execute a separate settlement agreement documenting the terms  
23 and conditions of the settlement of the claims and cross-complaint against Cross-Defendants.

24 **8.18 Singular/Plural.** The plural of any defined term includes the singular, and the  
25 singular of any defined term includes the plural, as the case may be.

26 **8.19 Reasonable Extensions of Time.** Without further order of the Court, the Parties  
27 may agree to reasonable extensions of time to carry out any of the provisions of this Settlement.  
28

1 **IT IS SO AGREED:**

2 Dated: 12/21/2022

By:   
BD8479E86E7E48C...  
Enrique Del Rivero  
Class Representative Plaintiff

4 Dated: 12/21/2022

By:   
BF8565CB2F2B4C9...  
Ana Del Rivero  
Class Representative Plaintiff

7 Dated:

By: \_\_\_\_\_  
Greg Estes  
Class Representative Plaintiff

10 Dated:

By: \_\_\_\_\_  
Cherie Estes  
Class Representative Plaintiff

12 Dated: \_\_\_\_\_

CENTEX HOMES, a Nevada general partnership  
and CENTEX REAL ESTATE CORPORATION, a  
Nevada corporation

By: CENTEX REAL ESTATE COMPANY, LLC,  
a Nevada limited liability company, as sole  
Managing Partner, successor by conversion of  
Centex Real Estate Corporation, a Nevada  
Corporation

18 By: \_\_\_\_\_  
19 Its: \_\_\_\_\_

20 Dated: \_\_\_\_\_

PULTE HOME CORPORATION

22 By: \_\_\_\_\_

23 Its: \_\_\_\_\_

25

26

27

28

1 **IT IS SO AGREED:**

2 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
3 Enrique Del Rivero  
4 Class Representative Plaintiff

5 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
6 Ana Del Rivero  
7 Class Representative Plaintiff

8 Dated: 12/19/2022 By: \_\_\_\_\_  
9 DocuSigned by:  
10 Greg Estes  
11 7874D01AD9DC483...  
12 Greg Estes  
13 Class Representative Plaintiff

14 Dated: 12/19/2022 By: \_\_\_\_\_  
15 DocuSigned by:  
16 Cherie Estes  
17 87CE4D9FD84D4F3...  
18 Cherie Estes  
19 Class Representative Plaintiff

20 Dated: \_\_\_\_\_ CENTEX HOMES, a Nevada general partnership  
21 and CENTEX REAL ESTATE CORPORATION, a  
22 Nevada corporation  
23 By: CENTEX REAL ESTATE COMPANY, LLC,  
24 a Nevada limited liability company, as sole  
25 Managing Partner, successor by conversion of  
26 Centex Real Estate Corporation, a Nevada  
27 Corporation

28 By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ PULTE HOME CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

1 **IT IS SO AGREED:**

2 Dated:

By: \_\_\_\_\_  
Enrique Del Rivero  
Class Representative Plaintiff

4 Dated:

By: \_\_\_\_\_  
Ana Del Rivero  
Class Representative Plaintiff

7 Dated:

By: \_\_\_\_\_  
Greg Estes  
Class Representative Plaintiff

10 Dated:

By: \_\_\_\_\_  
Cherie Estes  
Class Representative Plaintiff

12 Dated: 12-23-22

CENTEX HOMES, a Nevada general partnership  
and CENTEX REAL ESTATE CORPORATION, a  
Nevada corporation  
By: CENTEX REAL ESTATE COMPANY, LLC,  
a Nevada limited liability company, as sole  
Managing Partner, successor by conversion of  
Centex Real Estate Corporation, a Nevada  
Corporation

18 By: \_\_\_\_\_  
Its: \_\_\_\_\_  
*Cherie Estes*  
*President*

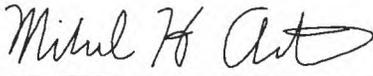
20 Dated: 12-23-22

PULTE HOME CORPORATION

22 By: \_\_\_\_\_  
Its: \_\_\_\_\_  
*Cherie Estes*  
*P.R.S. USA*

**APPROVED AS TO FORM AND CONTENT:**

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By:   
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:   
Joseph A. Ferrentino, Esq.  
Newmeyer & Dillion LLP  
*Counsel for Defendants*

# EXHIBIT A

## EXHIBIT A

	<u>Address</u>
1.	37 Lewiston Court
2.	24 Michael Road
3.	5 Loden Pass
4.	43 St. Just Avenue
5.	61 Bedstraw Loop
6.	36 Caltrop Way
7.	1 David Street
8.	5 Jenny Lane
9.	1 Lewiston Court
10.	27 Bedstraw Loop
11.	16 St. Just Avenue
12.	1 Parliament Place
13.	6 St. Giles Court
14.	17 Twinflower Street
15.	26 Bower Lane
16.	6 Jenny Lane
17.	28 Bedstraw Loop
18.	2 Eric Street
19.	3 Cambridge Road
20.	12 Caltrop Way
21.	56 Bedstraw Loop
22.	2 Loden Pass
23.	32 Caltrop Way
24.	4 Jenny Lane
25.	2 St. Steven Court
26.	1 Loden Pass
27.	63 Bedstraw Loop
28.	41 Bedstraw Loop
29.	45 Bedstraw Loop
30.	37 Bedstraw Loop
31.	20 Bower Lane
32.	4 Emmy Lane
33.	6 Emmy Lane
34.	9 Eric Street
35.	2 Emmy Lane
36.	20 St. Just Avenue
37.	67 Bedstraw Loop
38.	5 St. Steven Court
39.	8 St. Steven Court
40.	1 Tudor Way

	<b><u>Address</u></b>
41.	40 Lewiston Court
42.	22 Bower Lane
43.	27 Bower Lane
44.	8 Michael Road
45.	1 Emmy Lane
46.	8 Eric Street
47.	10 Eric Street
48.	65 Bedstraw Loop
49.	17 Regents Park
50.	10 St. Giles Court
51.	52 Bedstraw Loop
52.	71 Bedstraw Loop
53.	78 Bedstraw Loop
54.	31 St. Just Avenue
55.	42 St. Just Avenue
56.	8 Caltrop Way
57.	6 Michael Road
58.	35 St. Just Avenue
59.	18 St. Just Avenue
60.	1 St. Ives Way
61.	7 St. Giles Court
62.	59 Bedstraw Loop
63.	34 Lewiston Court
64.	35 Bedstraw Loop
65.	14 Bower Lane
66.	18 Parliament Place
67.	39 Bedstraw Loop
68.	5 Cambridge Road
69.	74 Bedstraw Loop
70.	2 Jenny Lane
71.	57 Bedstraw Loop
72.	3 David Street
73.	34 Bower Lane
74.	5 St. Ives Way
75.	7 Jenny Lane
76.	22 Michael Road
77.	23 Twinflower Street
78.	16 Michael Road
79.	8 Jenny Lane
80.	8 Bedstraw Loop
81.	7 Emmy Lane
82.	7 Bower Lane

	<b><u>Address</u></b>
83.	8 Parliament Place
84.	37 St. Just Avenue
85.	25 Bedstraw Loop
86.	43 Bedstraw Loop
87.	30 St. Just Avenue
88.	14 St. Just Avenue
89.	4 Eric Street
90.	2 Tudor Way
91.	2 Parliament Place
92.	21 Regents Park
93.	32 Michael Road
94.	16 St. Giles Court
95.	10 Michael Road
96.	20 Michael Road
97.	19 Regents Park
98.	7 Regents Park
99.	9 Parliament Place
100.	18 Bower Lane
101.	12 Michael Road
102.	15 St. Giles Court
103.	28 Bower Lane
104.	15 Parliament Place
105.	28 Michael Road
106.	47 Bedstraw Loop
107.	30 Bower Lane
108.	12 Parliament Place
109.	3 St. Giles Court
110.	30 Bedstraw Loop
111.	16 Parliament Place
112.	8 St. Giles Court
113.	3 Bower Lane
114.	14 Michael Road
115.	7 Cambridge Road
116.	15 Regents Park
117.	54 Bedstraw Loop
118.	16 St. Steven Court
119.	5 Bower Lane
120.	4 Loden Pass
121.	19 Bedstraw Loop
122.	76 Bedstraw Loop
123.	22 Parliament Place
124.	2 St. Giles Court

	<b><u>Address</u></b>
125.	19 Twinflower St
126.	14 St. Steven Court
127.	10 Jenny Lane
128.	2 David Street
129.	10 Bedstraw Loop
130.	1 Cambridge Road
131.	9 Emmy Lane
132.	3 St. Steven Court
133.	6 Bedstraw Loop
134.	23 Regents Park
135.	39 Lewiston Court
136.	6 David Street
137.	4 Parliament Place
138.	2 St. Just Avenue
139.	10 Bower Lane
140.	50 Bedstraw Loop
141.	49 Bedstraw Loop
142.	26 St. Just Avenue
143.	4 Michael Road
144.	5 Eric Street
145.	7 St. Steven Court

# EXHIBIT B

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

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*  
Case No. 30-2013-0064338-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 defendants, Defendants Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation (collectively, "Defendants") and plaintiffs Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes ("Plaintiffs"), on their own behalf and on behalf of the "Settlement Class," as defined in this notice. The underlying lawsuit, entitled *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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. Thierry Patrick Colaw has previously certified this case as class action, based upon Plaintiffs' allegation that Defendants are 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.

Defendants have denied, and continue 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 in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Ladera Ranch, California who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or May 9, 2003), (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.*

The settlement will provide for a fund of **\$1,371,348.00** to cover payments to approximately 145 Class members, settlement administration expenses, attorneys' fees and litigation expenses,

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

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.

- **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:	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendants and Plaintiffs’ Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 7-8 and 19, <i>below</i> .
OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 16-18, <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](mailto: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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4. Why is there a settlement?

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## BASIC INFORMATION

### 1. Why did I get this notice?

This lawsuit, entitled *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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 2018.

This Court granted class certification in this action. Thereafter, the parties engaged in settlement negotiations that have 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 *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes 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.

Defendants deny 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 Defendants 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, Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes) 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 Defendants. 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 Class 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.

**THE SETTLEMENT BENEFITS—WHAT DO I GET?**

8. What does the settlement provide?

Defendants will establish a settlement fund totaling \$1,372,348.00. 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 \$19,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$10,000.00 collectively for Enrique Del Rivero and Ana Del Rivero, and \$10,000.00 collectively for Greg Estes and Cherie Estes) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$457,449.33) and litigation expenses not to exceed \$75,000.00. 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 \$1,372,348.00. There are 145 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$19,550.00), the Class Representatives' incentives (\$20,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$532,449.33), the net settlement fund amount would be \$800,348.67. Each of the 145 Class members would receive approximately \$5,519.64.

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. \[redacted\].com](http://www. [redacted].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].

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

If the settlement becomes final, each Class member will be releasing Defendants 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 Defendants 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 Defendants, 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](http://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].

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 \_\_\_\_\_.

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

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

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Class Administrator who shall forward such writings to Hon. Nancy Wieben Stock (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for 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 \_\_\_\_\_, or \_\_\_\_\_ 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 \$532,449.33, 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 \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

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 \$19,550.00.

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 submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and

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

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

You must mail your objection, and any supporting records, to the Settlement Administrator, postmarked no later than **[60-day date]**, **[redacted]**, addressed to:

<b>SETTLEMENT ADMINISTRATOR</b>
<b>ILYM</b>

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, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the fairness hearing.

#### **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]**, **2022**, 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 Defendants will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no 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 who timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the final approval hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Settlement Administrator, postmarked no later than [60-day date], \_\_\_\_\_, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

You cannot request to speak at the fairness hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

**IF YOU DO NOTHING**

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 Defendants 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 Class 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 DEFENDANTS OR THE COURT WITH ANY QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT C

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

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*  
Case No. 30-2013-0064338-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 defendants, Defendants Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation (collectively, "Defendants") and plaintiffs Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes ("Plaintiffs"), on their own behalf and on behalf of the "Settlement Class," as defined in this notice. The underlying lawsuit, entitled *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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. Thierry Patrick Colaw has previously certified this case as class action, based upon Plaintiffs' allegation that Defendants are 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.

Defendants have 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 in the Ladera Ranch, California Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or May 9, 2003), (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.*

The settlement will provide for a fund of **\$1,371,348.00** to cover payments to approximately 145 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

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

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.

- **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:	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendants and Plaintiffs' Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 8-9 and 22, <i>below</i> .
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE],	You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against Defendants based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 13-15, <i>below</i> .
OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 18-20, <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](mailto: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 *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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 have 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 *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes 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.

Defendants deny 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 Defendants 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, Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes) 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 Defendants. 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 Class Administrator on or before \_\_\_\_\_.

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

No. The 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.

## THE SETTLEMENT BENEFITS—WHAT DO I GET?

### 9. What does the settlement provide?

Defendants will establish a settlement fund totaling \$1,372,348.00. 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 \$19,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$10,000.00 collectively for Enrique Del Rivero and Ana Del Rivero, and \$10,000.00 collectively for Greg Estes and Cherie Estes) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$457,449.33) and litigation expenses not to exceed \$75,000.00. 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 \$1,372,348.00. There are 145 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$19,550.00), the Class Representatives' incentives (\$20,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$532,449.33), the net settlement fund amount would be \$800,348.67. Each of the 145 Class members would receive approximately \$5,519.64.

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](http://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 Defendants 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 Defendants 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 Defendants, 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](http://www._____.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at \_\_\_\_\_, toll-free, or by e-mail at [email address].

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

### HOW TO GET A PAYMENT

#### 11. How can I receive my settlement payment?

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

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Class Administrator who shall forward such writings to Hon. Nancy Wieben Stock 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 Defendants 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 Defendants, and you will be free to continue or pursue your own lawsuit against Defendants, 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], 2022, you will give up the right to sue Defendants for the claims that this Settlement releases and resolves.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Class Administrator with a postmark no later than [60-day date], 2022, addressed to:

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 \$532,449.33, 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 \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

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 \$19,550.00.

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 submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

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

You must mail your objection, and any supporting records, to the Settlement Administrator, postmarked no later than **[60-day date]**, **[redacted]**, addressed to:

<b>SETTLEMENT ADMINISTRATOR</b>
<b>ILYM</b>

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, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the fairness hearing.

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], 2022, 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 Defendants will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no Class member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

22. May I speak at the hearing?

Any Settlement Class member who does not request exclusion and who timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the final approval hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must

also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Settlement Administrator, postmarked no later than **[60-day date], \_\_\_\_\_**, addressed to:

SETTLEMENT ADMINISTRATOR
<b>ILYM</b>

You cannot request to speak at the fairness hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

### IF YOU DO NOTHING

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 Defendants 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.\_\_\_\_\_.com

#### To Contact the Class Administrator:

Toll Free Number: \_\_\_\_\_

Email: \_\_\_\_\_

#### 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 DEFENDANTS OR THE COURT WITH ANY  
QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT D

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

ENRIQUE DEL RIVERO, an individual;  
ANA DEL RIVERO, an individual; GREG  
ESTES, an individual; CHERIE ESTES, an  
individual; on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

CENTEX HOMES OF CALIFORNIA,  
LLC., a Limited Liability Company;  
CENTEX HOMES REALTY COMPANY, a  
Corporation; PULTE HOME  
CORPORATION, a Corporation;  
MUELLER INDUSTRIES, INC., a  
Corporation; and DOES 1-100,

Defendants.

CASE NO. 30-2013-00649338-CU-CD-CXC

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

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

**Hearing Date: \_\_\_\_\_, 2023  
Time: 2:00 p.m.  
Dept.: CX-101**

Complaint Filed: May 9, 2013

**AND RELATED CROSS-CLAIMS.**

WHEREAS, Plaintiffs and Class Representatives Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes (“Plaintiffs”), Defendants Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation (“Defendants”) have reached a proposed settlement and compromise of the disputes between them in the above actions, which is embodied in the Settlement Agreement filed with the Court;

WHEREAS, the Court by Hon. Thierry Patrick Colaw previously granted Plaintiff’s motion for class certification on August 7, 2017, and duly appointed Bridgford, Gleason & Artinian, Kabateck LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed

1 Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes as class representatives,

2 WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed  
3 Settlement of the Action, the terms and conditions of which are set forth in the Settlement  
4 Agreement, as amended (the “Settlement Agreement”);

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

8 AND NOW, the Court, having read and considered the Settlement Agreement and  
9 accompanying documents and the motion for preliminary settlement approval and supporting  
10 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on  
11 Preliminary approval of the Settlement (as amended) on \_\_\_\_\_, IT IS HEREBY ORDERED  
12 AS FOLLOWS:

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

15 2. The Court grants preliminary approval of the terms and conditions  
16 contained in the Settlement Agreement (hereinafter referred to as “Settlement Agreement”). The  
17 Court preliminarily finds that the terms of the Settlement Agreement are within the range of  
18 possible approval at the Final Approval Hearing.

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

25 4. The Court further preliminarily finds that the terms of the Settlement  
26 Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any  
27 individual class member.  
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1           5.       Subject to further consideration by the Court at the time of the Final  
2 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and  
3 adequate to the Class, as falling within the range of possible final approval, as being the product  
4 of informed, arm’s length negotiation by counsel, as meriting submission to the Class for its  
5 consideration.

6           6.       The parties have identified the homes included within the class definition  
7 certified by this Court on August 7, 2017, which are listed on Exhibit A to the Settlement  
8 Agreement (the “Class Area”). For purposes of the proposed Settlement, and conditioned upon  
9 the Agreement receiving final approval following the Final Approval hearing and that order  
10 becoming final, the certified class shall be further defined as follows:

11                   *(1) All present owners of residential homes in the Class Area whose copper pipe*  
12 *systems have not been replaced with PEX or epoxy coating by prior owners of the*  
13 *homes, or (2) prior owners of homes in the Ladera Ranch, California Class Area*  
14 *who replaced their copper pipe systems with PEX or epoxy coating, provided that:*  
15 *(a) the homes were constructed by Centex Homes of California, LLC, Centex*  
16 *Homes Realty Company, and Pulte Home Corporation and substantially completed*  
*within ten (10) years of the filing of the original complaint in this action, (b) the*  
*original purchase agreements were signed by the builder on or after January 1,*  
*2003, and (c) their SB 800 claims were not released.*

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

22           8.       The Court approves ILYM Group Inc. (“ILYM”) as Class Administrator to  
23 administer the notice and claims procedures of the Settlement for the purpose of administering the  
24 proposed Settlement and performing all other duties and obligations of the Settlement  
25 Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as may  
26 otherwise be ordered by the Court, with the understanding that ILYM’s compensation will be  
27 capped at \$19,550.00.

28           9.       The Court approves, as to form and content, the two different Settlement

1 Notices: (a) the first for the Original Class Members who were served with the Class Notice in  
2 February 2018 (attached as Exhibit “B” to the Settlement Agreement); and (b) the second for all  
3 subsequent purchasers of the homes listed on Exhibit A to the Settlement Agreement who were  
4 not sent Class Notice in February 2018 (attached to the Settlement Agreement as Exhibit “C”).  
5 The Court hereby instructs the Settling Parties to proceed with Class Notice in the manner and on  
6 the schedule set forth in the Settlement Agreement as follows:

7 a. The Class Administrator shall serve by U.S. Mail:

8 i. To those individuals who were mailed Class Notice in February  
9 2018:

10 1. The Settlement Notice version attached as Exhibit “B”  
11 to the Settlement Agreement; and

12 2. The Prior Owner Verification Form;

13 ii. To those individuals in the chain of title for the class homes  
14 listed in Exhibit “A” to the Settlement Agreement who were  
15 NOT mailed Class Notice in February 2018:

16 1. The Settlement Notice version attached as Exhibit “C”  
17 to the Settlement Agreement;

18 2. The Opt-Out Form; and

19 3. The Prior Owner Verification Form.

20  
21 b. For a Prior Owner of a home in the Class List to be included as a Class  
22 Member, that Prior Owner must submit by mail or electronic means a  
23 Prior Owner Verification Form to the Class Administrator by November  
24 7, 2022 (Exhibit “F” to Settlement Agreement) that verifies that the  
25 Prior Owner replaced the copper pipes in the Class Home with PEX or  
26 epoxy coating of the pipes.

27 i. In the event a prior owner submits a Prior Owner Verification  
28 Form stating that the prior owner has replaced the homes’ copper

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

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

- 21 i. With respect to those individuals who were served with Class  
22 Notice in February 2018, there must not be a Prior Owner  
23 Verification Form submitted by a Prior Owner for the subject  
24 Class Home.
- 25 ii. With respect to those individuals who were NOT served with  
26 Class Notice in February 2018, that individual must not submit  
27 an Opt-Out Form and there must not be a Prior Owner  
28 Verification Form submitted by a Prior Owner for the subject

1 Class Home.

2 d. For all Notice papers returned as undeliverable or changed address, the  
3 Class Administrator shall re-send the Notice documents after a skip-  
4 trace.

5 10. In order to facilitate printing and dissemination of the Settlement Notice,  
6 the Settlement Administrator and Parties may change the format, but not the content, of the  
7 Settlement Notice, without further Court order, so long as the legibility is not adversely  
8 impacted. The Settlement Administrator and Parties may also, without further Court order,  
9 insert the information specified in the blank places provided in the Settlement Notice.

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

13 12. The Class Administrator must complete the notice mailing within thirty (30)  
14 calendar days of preliminary approval being granted, in envelopes marked "Personal and  
15 Confidential."

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

20 14. The Class Administrator must also create a dedicated website for this  
21 Settlement, which will provide a portal for electronic submission of Opt-Out Forms, Prior Owner  
22 Verification Forms and any Objections to the Settlement. The dedicated website shall also make  
23 available the Settlement Agreement, the pleadings submitted in support of preliminary approval,  
24 approval of attorneys' fees, costs and class representative enhancements, and final approval. The  
25 dedicated website shall also make available all Orders by this Court with respect to aforesaid  
26 motions.

27 15. The Court finds that the Parties' plan for providing notice to the Class  
28 described in the Settlement Agreement complies fully with the requirements of due process and

1 all other applicable provisions of law, including *California Code of Civil Procedure* §382,  
2 *California Civil Code* §1781, *California Rules of Court*, Rules 3.766 and 3.769, the California and  
3 United States Constitutions, and all other applicable law., and any other applicable law and  
4 constitutes the best notice practicable under the circumstances and shall constitute due and  
5 sufficient notice to the Class, the terms of the Settlement Agreement, and the Final Approval  
6 Hearing.

7           16. All potential members of the Class who were sent Class Notice in February  
8 2018 shall not have the right to be excluded from the Class because the time for such right to be  
9 excluded has expired. With respect to any potential member of the Class who was NOT sent Class  
10 Notice in February 2018 AND who desires to be excluded from the Class and therefore not be  
11 bound by the terms of the Settlement Agreement, he/she must submit to the Class Administrator,  
12 pursuant to the instructions set forth in the Notice, a timely and valid written Request for Exclusion  
13 (attached as Exhibit “E” to the Settlement Agreement).

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

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

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

27           20. Any member of the Class who is eligible to (and so chooses) to be excluded  
28

1 shall not be entitled to receive any of the benefits of the Settlement Agreement, shall not be bound  
2 by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to  
3 object to the Settlement Agreement or appear at the Final Approval Hearing. The names of all  
4 persons timely submitting valid Requests for Exclusion shall be provided to the Court.

5           21. Any member of the Class may appear at the Final Approval Hearing, in  
6 person or by counsel, and may be heard, to the extent allowed by the Court, in support of or in  
7 opposition to, the fairness, reasonableness, and adequacy of the Settlement, the application for an  
8 award of attorneys' fees, cost, and expenses to Class Counsel, and any compensation to be awarded  
9 to the Class Representatives.

10           22. Any Settlement Class Member who does not make an objection in the time  
11 and manner provided shall be deemed to have waived such objection and forever shall be  
12 foreclosed from making any objection to the fairness or adequacy of the proposed settlement as  
13 incorporated in the Settlement Agreement, the payment of attorneys' fees and costs, or the Final  
14 Approval Order and Judgment.

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

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

26           25. If the Settlement is finally approved by the Court, the Court shall retain  
27 jurisdiction over the Settling Parties, the Class Members, and this Action, only with respect to  
28 matters arising out of, or in connection with, the Settlement, and may issue such orders as

1 necessary to implement the terms of the Settlement. The Court may approve the Settlement, with  
2 such modifications as may be agreed to by the Class Representatives, Class Counsel, and  
3 Defendants, without further notice to the Class Members.

4 **IT IS SO ORDERED.**

5  
6 Dated:

7 \_\_\_\_\_

8 JUDGE OF THE ORANGE COUNTY SUPERIOR COURT  
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# EXHIBIT E

**REQUEST FOR EXCLUSION FROM CLASS ACTION**

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*  
*Case No. 30-2013-0064338-CU-CD-CXC*

To: Class Administrator

))))

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

\_\_\_\_\_, requests to be excluded from the class in the above-entitled  
*(State)*

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name of member*

\_\_\_\_\_  
*Signature*

# EXHIBIT F

**PRIOR OWNER VERIFICATION FORM**

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*  
*Case No. 30-2013-0064338-CU-CD-CXC*

To: Class Administrator

[Address. Etc.]

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Signature*

# EXHIBIT B

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

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*  
Case No. 30-2013-0064338-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 defendants, Defendants Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation (collectively, "Defendants") and plaintiffs Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes ("Plaintiffs"), on their own behalf and on behalf of the "Settlement Class," as defined in this notice. The underlying lawsuit, entitled *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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. Thierry Patrick Colaw has previously certified this case as class action, based upon Plaintiffs' allegation that Defendants are 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.

Defendants have denied, and continue 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 in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Ladera Ranch, California who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or May 9, 2003), (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.*

The settlement will provide for a fund of **\$1,371,348.00** to cover payments to approximately 145 Class members, settlement administration expenses, attorneys' fees and litigation expenses,

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

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.

- **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:	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendants and Plaintiffs’ Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 7-8 and 19, <i>below</i> .
OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 16-18, <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](mailto: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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2. What is this lawsuit about?
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 *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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 2018.

This Court granted class certification in this action. Thereafter, the parties engaged in settlement negotiations that have 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 *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes 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.

Defendants deny 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 Defendants 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, Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes) 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 Defendants. 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 Class 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.

**THE SETTLEMENT BENEFITS—WHAT DO I GET?**

8. What does the settlement provide?

Defendants will establish a settlement fund totaling \$1,372,348.00. 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 \$19,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$10,000.00 collectively for Enrique Del Rivero and Ana Del Rivero, and \$10,000.00 collectively for Greg Estes and Cherie Estes) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$457,449.33) and litigation expenses not to exceed \$75,000.00. 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 \$1,372,348.00. There are 145 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$19,550.00), the Class Representatives' incentives (\$20,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$532,449.33), the net settlement fund amount would be \$800,348.67. Each of the 145 Class members would receive approximately \$5,519.64.

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. \[redacted\].com](http://www. [redacted].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].

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

If the settlement becomes final, each Class member will be releasing Defendants 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 Defendants 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 Defendants, 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](http://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].

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 \_\_\_\_\_.

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

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

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Class Administrator who shall forward such writings to Hon. Nancy Wieben Stock (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Judge Stock'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 \_\_\_\_\_, or \_\_\_\_\_ 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 \$532,449.33, 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 \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

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 \$19,550.00.

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 submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and

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

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

You must mail your objection, and any supporting records, to the Settlement Administrator, postmarked no later than **[60-day date]**, **[redacted]**, addressed to:

<b>SETTLEMENT ADMINISTRATOR</b>
<b>ILYM</b>

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, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the fairness hearing.

#### **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]**, **2022**, 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 Defendants will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no 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 who timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the final approval hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Settlement Administrator, postmarked no later than [60-day date], \_\_\_\_\_, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

You cannot request to speak at the fairness hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

**IF YOU DO NOTHING**

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 Defendants 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 Class 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 DEFENDANTS OR THE COURT WITH ANY QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT C

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

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*  
Case No. 30-2013-0064338-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 defendants, Defendants Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation (collectively, "Defendants") and plaintiffs Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes ("Plaintiffs"), on their own behalf and on behalf of the "Settlement Class," as defined in this notice. The underlying lawsuit, entitled *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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. Thierry Patrick Colaw has previously certified this case as class action, based upon Plaintiffs' allegation that Defendants are 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.

Defendants have 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 in the Ladera Ranch, California Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or May 9, 2003), (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.*

The settlement will provide for a fund of **\$1,371,348.00** to cover payments to approximately 145 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.

- **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:	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendants and Plaintiffs' Released Parties as defined in the Settlement Agreement for any legal claims released by this Settlement. See Questions 8-9 and 22, <i>below</i> .
EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE],	You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against Defendants based on the same alleged violation of certain statutory standards relating to the copper pipes installed in certain homes. See Questions 13-15, <i>below</i> .
OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the final approval hearing to present your disagreement to the Court. See Questions 18-20, <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](mailto: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 *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-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 have 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 *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes 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.

Defendants deny 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 Defendants 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, Enrique Del Rivero, Ana Del Rivero, Greg Estes and Cherie Estes) 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 Defendants. 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 Class Administrator on or before \_\_\_\_\_.

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

No. The 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.

### THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

Defendants will establish a settlement fund totaling \$1,372,348.00. 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 \$19,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 (\$10,000.00 collectively for Enrique Del Rivero and Ana Del Rivero, and \$10,000.00 collectively for Greg Estes and Cherie Estes) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$457,449.33) and litigation expenses not to exceed \$75,000.00. 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 \$1,372,348.00. There are 145 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$19,550.00), the Class Representatives' incentives (\$20,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$532,449.33), the net settlement fund amount would be \$800,348.67. Each of the 145 Class members would receive approximately \$5,519.64.

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](http://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 Defendants 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 Defendants 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 Defendants, 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](http://www.█.com).

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

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

## HOW TO GET A PAYMENT

### 11. How can I receive my settlement payment?

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

In the event that there is a dispute between the prior and present owner as to whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting their claims to the Class Administrator who shall forward such writings to Hon. Nancy Wieben Stock of JAMS who: (a) shall serve as arbitrator of the dispute; and (b) whose determination of those competing claims shall be binding. The costs for Judge Stock'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 Defendants 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 Defendants, and you will be free to continue or pursue your own lawsuit against Defendants, 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], 2022, you will give up the right to sue Defendants for the claims that this Settlement releases and resolves.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must fill out and sign the attached Request For Exclusion From Class Action form and mail it to the Class Administrator with a postmark no later than [60-day date], 2022, addressed to:

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 \$532,449.33, 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 \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

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 \$19,550.00.

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 submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, and telephone number and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

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

You must mail your objection, and any supporting records, to the Settlement Administrator, postmarked no later than **[60-day date]**, \_\_\_\_\_, addressed to:

<b>SETTLEMENT ADMINISTRATOR</b>
<b>ILYM</b>

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, your objection will be deemed waived, you will not be permitted to assert your objection at the final approval hearing, and it will not be considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the fairness hearing.

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], 2022, 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 Defendants will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no Class member is required to attend the hearing, it is open to the public and anyone who wishes is free to attend at their own expense.

#### 22. May I speak at the hearing?

Any Settlement Class member who does not request exclusion and who timely and properly submits an objection to the settlement may ask the Court for permission to speak at the final approval hearing in support of the objection.

To request to speak at the final approval hearing, either by yourself or through your own attorney, at your own expense, you must send a letter by mail, postmarked by the deadline below, stating that you are requesting leave to appear at the final approval hearing in the matter *Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*, Case No. 30-2013-0064338-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name, address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. Pursuant to the Court rules that are then in effect, there might be an option to appear by Zoom or other electronic means authorized by the Court. <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

You must mail your request to speak at the final approval hearing to the Settlement Administrator, postmarked no later than [60-day date], \_\_\_\_\_, addressed to:

SETTLEMENT ADMINISTRATOR
ILYM

You cannot request to speak at the fairness hearing by telephone, electronic mail, or any other method of communication except by mail, in the manner described in this notice.

### IF YOU DO NOTHING

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 Defendants 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.\_\_\_\_\_.com

#### To Contact the Class Administrator:

Toll Free Number: \_\_\_\_\_

Email: \_\_\_\_\_

#### 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 DEFENDANTS OR THE COURT WITH ANY  
QUESTIONS.**

Dated: \_\_\_\_\_, 2023

Honorable Peter Wilson  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT D

**REQUEST FOR EXCLUSION FROM CLASS ACTION**

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC, et al.*  
*Case No. 30-2013-0064338-CU-CD-CXC*

To: Class Administrator

))))

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

\_\_\_\_\_, requests to be excluded from the class in the above-entitled  
*(State)*

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name of member*

\_\_\_\_\_  
*Signature*

# EXHIBIT E

**PRIOR OWNER VERIFICATION FORM**

*Enrique Del Rivero, et al. v. Centex Homes of California, LLC , et al.*  
*Case No. 30-2013-0064338-CU-CD-CXC*

To: Class Administrator

[Address. Etc.]

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
*(Member Name) (Mailing Address) (City)*

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Signature*

# EXHIBIT F

## *Del Rivero Copper Pipe Class Action (as of August 5, 2022)*

### NOTICE – Initial Mailing: December 15, 2021; Second Mailing: April 29, 2022

Initial Questionnaires Sent:	485
Undeliverable Questionnaires:	44
Forwarded Questionnaires:	4
Remailed Questionnaires:	20
Undeliverable Remails:	1
Second Questionnaires Sent:	417
Undeliverable Questionnaires:	39
Forwarded Questionnaires:	0
Remailed Questionnaires:	27
Undeliverable Remails:	3

### HOMEOWNER INITIAL QUESTIONNAIRES

Paper Forms:	35
Electronic Forms:	42
<b>Total Forms Received:</b>	<b>77</b>

### HOMEOWNER INITIAL QUESTIONNAIRE RESPONSES

Total Unique Homes:	69
Present Owner:	59
Present Owner Replaced Pipes or Epoxy-Coated:	35
Present Owner Cost of Replacement (total for all respondents):	\$382,255.16
Prior Owner:	18
Prior Owner Replaced Pipes or Epoxy-Coated:	6
Prior Owner Cost of Replacement (total for all respondents):	\$64,080.00

### HOMEOWNER SECOND QUESTIONNAIRES

Paper Forms:	37
Electronic Forms:	26
<b>Total Forms Received:</b>	<b>63</b>

### HOMEOWNER SECOND QUESTIONNAIRE RESPONSES

Total Unique Homes:	59
Present Owner:	46
Prior Owner:	17

**CASE WEBSITE – [www.DelRiveroCopperPipeClassAction.com](http://www.DelRiveroCopperPipeClassAction.com)**

Total Unique Visitors:	951
Total Page Views:	5,049

**CLASS MEMBER CONTACTS**

Total Calls Received:	5
Total Emails Received:	41

**PROOF OF SERVICE**  
**Del Rivero v. Centex Homes, et al.**  
**Orange County Superior Court Case No.: 30-2013-00649338**

I, the undersigned, declare that:

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

On the date set forth below, I served the following document(s): **DECLARATION OF RICHARD L. KELLNER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested party(s):

**SEE ATTACHED SERVICE LIST**

by the following means:

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

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

Dated: February 3, 2023

\_\_\_\_\_  
/s/Debbie Knipe

Debbie Knipe

**SERVICE LIST**  
**Del Rivero v. Centex Homes, et al.**  
**Orange County Superior Court Case No.: 30-2013-00649338**

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