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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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;

Defendants.

Case No. 30-2013-00649338-CU-CD-CXC

**FINAL ORDER AND JUDGMENT
APPROVING CLASS ACTION
SETTLEMENT AND AWARDED
ATTORNEYS' FEES, LITIGATION COSTS
AND CLASS REPRESENTATIVE SERVICE
AWARD**

Hearing Date: August 17, 2023

Time: 2:00 p.m.

Dept.: CX-101

AND RELATED CROSS-CLAIMS

WHEREAS, on August 17, 2023, the Court held a hearing on the motion filed by Plaintiffs ENRIQUE DEL RIVERO, ANA DEL RIVERO, GREG ESTES, and CHERIE ESTES (“Plaintiffs”) for final approval of the class action settlement with Defendants Centex Homes of California, LLC, Centex Homes Realty Company, and Pulte Home Corporation (collectively hereinafter “Defendants”), embodied in the Parties’ Class Settlement and Release (as amended), and also Plaintiffs’ and Class Counsel’s motion for final approval of the Class Counsel’s award of attorneys’ fees, litigation costs and class representative service award. Richard Kellner, Esq. of Kabateck LLP and Michael Artinian, Esq.

1 of Bridgford Gleason & Artinian having appeared for Plaintiffs and Joseph Ferrentino, Esq. of
2 Newmeyer Dillion LLP and Anna McLean, Esq. of Sheppard Mullin Richter & Hampton LLP having
3 appeared for Defendants.

4 The Court has reviewed the final (and preliminary) approval motion papers, including the class
5 notice and related forms, and is satisfied that the class notice procedures ordered by the Court were
6 properly implemented. It appears to the Court that Class Members have been given notice of the
7 Settlement and how to participate and receive their settlement shares by doing nothing, the opportunity
8 to challenge their settlement amount, the election to exclude themselves from the Settlement, and the
9 opportunity to comment on or object to the Settlement or any of its terms.

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

15 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
16 **THAT:**

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

21 2. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
22 Administrator, fully performed its duties in connection with the Settlement Notice including: (a)
23 performing a title search on the 145 properties applicable to this settlement (b) printing and mailing the
24 *Notice of Proposed Class Action Settlement and Final Hearing, Prior Owner Verification Form, and*
25 *Request for Exclusion Form* to the homeowners in the chain of title to the 145 properties; (c) receiving
26 and processing requests for exclusion; and (d) receiving and processing Prior Owner Verification Forms,
27 and mailing a letter to the current owner. The forgoing comports with [California Rule of Court 3.766](#).
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1 a. ILYM shall also conduct an address skip trace on any returned settlement checks,
2 with such returned checks re-mailed at least once.

3 3. The Class Notice informed the Class Members of the Settlement terms, their rights to
4 participate in the settlement, their right to challenge their estimated Settlement Amount, their rights to
5 exclude themselves from the Settlement, their rights to comment on or object to the Settlement, and their
6 rights to appear at the “Final Approval Hearing”, and be heard regarding approval of the Settlement.
7 Adequate periods of time to respond to the Class Notice were provided. The Settlement Administrator
8 reports that no Class Members filed written objections to the Settlement as part of this notice process,
9 and no Class Members filed a written statement of intention to appear at the Final Approval Hearing. In
10 addition, the Settlement Administrator confirms that no one requested to exclude themselves from the
11 Settlement. Accordingly, the Court recognizes that the participation rate in this Settlement is 100%.

12 a. There remains one reported potential dispute concerning the proper class member to
13 receive payment for 16 Michael Road.

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

18 5. The Court grants final approval of the Settlement and the Settlement Class based upon
19 the terms set forth in the Stipulation of Class Action Settlement and Release, as amended. All terms
20 used herein shall have the same meaning as defined in the Settlement Agreement, and final judgment
21 under the terms therewith.

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

23 7. The Court finally certifies, for settlement purposes only, the following Settlement Class
24 consistent with the Court’s ruling granting preliminary approval on August 19, 2022:

25 *(1) All present owners of residential homes in the Class Area whose copper pipe*
26 *systems have not been replaced with PEX or epoxy coating by prior owners of the homes,*
27 *or (2) prior owners of homes in the Ladera Ranch, California Class Area who replaced*
28 *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

1 *the original complaint in this action, (b) the original purchase agreements were signed*
2 *by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.*

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

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

15 10. The \$457,116.00 amount requested by Plaintiffs and Class Counsel for the Class Counsel
16 Fees Payment is fair and reasonable. The Court grants final approval of, and orders, the Class Counsel
17 attorneys' fees payment to be made in accordance with the Settlement.

18 11. The Court finds that \$75,000.00 in Class Counsel's litigation expenses is fair and
19 reasonable. The Court grants final approval of, and orders, the Class Counsel's litigation expenses in
20 this amount to be made in accordance with the Settlement.

21 12. The \$19,122.60 incurred by ILYM Group, Inc. (the Settlement Administrator) to date,
22 which equals the cap on its Administrative Expenses, is fair and reasonable. The Court grants final
23 approval of, and orders, the Settlement Administrator be paid this amount in accordance with the terms
24 of the Settlement.

25 13. The \$20,000.00 amount cumulatively requested by Plaintiffs for the Incentive Award is
26 fair and reasonable given the amount of time and effort Plaintiffs expended, the benefits conferred on
27 the Class, and the risks undertaken by them. The Court grants final approval of, and orders the Class
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1 Representative service awards of \$10,000.00 collectively to Enrique and Ana Del Rivero, and
2 \$10,000.00 collectively to Greg and Cheri Estes, to be made in accordance with the Settlement.

3 14. Upon entry of this Final Judgment, and in accordance with Section 5.1 of the Settlement
4 Agreement, as amended, all Participating Settlement Class Members fully release Defendants, Cross-
5 Defendants, and each and all of their past, present, and future parents, subsidiaries, subcontractors,
6 affiliated companies and corporations, and each and all of their respective past, present, and future
7 directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers,
8 reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint
9 ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns,
10 and legal representatives, and any subcontractors hired by Defendants to construct or work on the homes
11 listed on the Class Home List and each and all of their past, present, and future parents, subsidiaries,
12 subcontractors, affiliated companies and corporations, and each and all of their respective past, present,
13 and future directors, officers, managers, employees, general partners, limited partners, principals, agents,
14 insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors,
15 divisions, joint ventures, assigns, or related entities, and each and all of their respective executors,
16 successors, assigns, and legal representatives, as well as any supplier, manufacturer or distributor of
17 copper pipe for potable water systems in the Settlement Class Members' homes and each and all of their
18 past, present, and future parents, subsidiaries, subcontractors, affiliated companies and corporations, and
19 each and all of their respective past, present, and future directors, officers, managers, employees, general
20 partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors,
21 representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each
22 and all of their respective executors, successors, assigns, and legal representatives, from any and all
23 claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes
24 of action of every nature and description whatsoever, in law or equity, known or unknown, that the
25 Settlement Class Members ever had against Defendants, Cross-Defendants, or any other supplier,
26 manufacturer, distributor, or installer of copper plumbing lines or systems in the Settlement Class
27 Members' homes and their insurers, including claims for penalties, attorneys' fees and costs of such, that
28 arise from or in any way relate to the design, installation, repair, or use of copper plumbing lines and

1 systems in the homes and any alleged violations of California Civil Code § 895 et seq. arising from or in
2 any way relating to the design, installation, repair, or use of copper plumbing lines and systems. Without
3 limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other*
4 construction defects or *other* claims relating to the construction of the homes identified in Exhibit A to
5 the Settlement Agreement, against any parties, including Defendants, which are not alleged in the
6 Action.

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

15 16. Every Participating Settlement Class Member shall be bound by and only take from their
16 Complaint the relief set forth in the Settlement, this Order Granting Final Approval and this Final
17 Judgment. All Participating Settlement Class Members are bound to the Released Claims in favor of
18 Defendants and the other Released Parties as set forth in the Settlement, and are permanently barred
19 from prosecuting against Defendants and the other Released Parties any and all of Class Members'
20 Released Claims as defined in the Settlement.

21 17. A copy of this Order Granting Final Approval of Class Settlement and Final Judgment
22 shall, in addition to being available on the Register of Actions [docket] of this action, shall also be
23 posted on the website established for the Settlement and shall remain on the website for a period of 6
24 months.

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

27 19. Upon the Settlement Effective Date, as defined in the Settlement Agreement, the
28 Settlement Administrator shall calculate within five (5) business days the Net Settlement Fund and shall

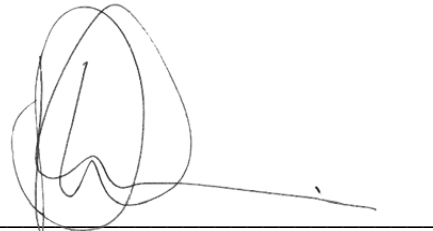
1 thereafter distribute the Settlement benefits to Participating Settlement Class Members from the
2 Settlement Fund in accordance with this Order and the Settlement Agreement.

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

6 21. The Court will hold a status conference for a final accounting on **May 24, 2024 at 9:00**
7 **a.m.** Class Counsel shall submit a final report at least 10 court days prior to that conference regarding
8 the status of the settlement administration. The final report must include all information necessary for
9 the Court to determine the total amount actually paid to class members and any amounts tendered to the
10 State Controller's Office under Unclaimed Property law.

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

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16 Dated: August 21, 2023



17 Hon. Peter Wilson
18 Judge of the Superior Court
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