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20 Attorneys for Plaintiffs JEFF SMITH and JULIE SMITH,
21 on behalf of themselves and all others similarly situated

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

24 JEFF SMITH, an individual; JULIE
25 SMITH, an individual; on behalf of
26 themselves and all others similarly situated,

27 Plaintiffs,

28 vs.

PULTE HOME CORPORATION; and
DOES 1-100,

Defendants.

AND RELATED CROSS-CLAIM.

CASE NO. 30-2015-00808112-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: 09/14/2015

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 are as follows:

9 a. The Settlement Fund is \$375,200.00.

10 b. The 56 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 \$6,700.00, representing a
14 significant percentage of the damages that they could receive *if* they were to
15 prevail at trial:

16 i. The *pro rata* gross settlement amount constitutes approximately
17 41.36% of the average costs for future replacements of the copper pipe
18 systems with PEX (approximately \$16,200.00 per home) based upon a
19 bid provided by AMA Repiping – the contractor who provided the
20 replacement of PEX piping in two other class actions settlements.

21 ii. The proposed settlement is a “claims paid” settlement.

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

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

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

2 11. Plaintiffs filed this action on September 4, 2015 on behalf on themselves and
3 other similarly situated individuals who own homes in the class area (Talega) that (i) were
4 constructed by Defendants, (ii) contained copper pipes installed by the Defendants, and (iii) had
5 purchase agreements signed by Defendants on or after January 1, 2003. The operative complaint
6 alleges a cause of action against Defendants for violations of standards of residential
7 construction (Civ. Code § 895 *et seq.*, including § 896(a)(14) and (15)).

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

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

16 14. On August 19, 2021, the Hon. Glenda Sanders (now retired) granted class
17 certification of this case. This determination culminated numerous favorable decisions for the
18 Plaintiffs that prompted Centex/Pulte and other developer defendants to engage in meaningful
19 settlement discussions.

20 15. The first area of major common litigation involved the developer defendants’
21 attacks on the complaint and their assertion that individual issues prevented class treatment. The
22 trial judge (Judge Steven L. Perk) issued rulings that dismissed the class allegations. Those
23 orders were appealed in two cases – *Brasch v. K. Hovnanian, et al.* (Case No. 30-2013-
24 00649417) and *Chiang v. D.R. Horton, et al.* (Case No. 30-2013-00649435) – and the Court of
25 Appeal ultimately reversed Judge Perk’s ruling that had dismissed the class allegations.

26 16. The second area of major common litigation involved the defendant developers’
27 contention that SB 800 did not permit litigation of class claims.

28 a. At first, Judge Thierry Patrick Colaw (who replaced Judge Perk in these

1 related cases), denied numerous motions to dismiss by the developer
2 defendants based upon their claim that the language of SB 800 prohibited
3 class actions.

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

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

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

14 e. The matter was remanded to Judge Sanders, who conducted extensive
15 hearings and briefings on the issue. Judge Sanders issued Orders on February
16 7, 2019 dismissing the class allegations based upon perceived constraints of
17 *Kohler* and the Court of Appeal’s Order to Show Cause.

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

24 17. The third major area of litigation involved motions relating to expert testimony.
25 Plaintiffs’ cases in each of the related class actions were largely predicated upon the same
26 underlying expert opinion – *i.e.*, that the combination of the common water in this area supplied
27 by the Water District and the copper pipes resulted in a common chemical reaction that resulted
28 in corrosion that lessens the useful life of the pipes. As a result, tremendous discovery and

1 motion practice revolved around this expert testimony. Multiple defendants filed motions to
2 strike Plaintiffs’ expert’s opinions based upon *Sargon Enterprises, Inc. v. University of Southern*
3 *California* (2012) 55 Cal.4th 747 and its progeny. Ultimately, plaintiffs’ counsel prevailed in
4 such motions before BOTH Judge Colaw and Judge Sanders.

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

12 **A. Settlement Discussions**

13 19. In late 2022, subsequent to the certification of this class action, the Parties
14 engaged in arms-length negotiations before Hon. Stephen Sundvold (ret.) from JAMS ADR.

15 20. The negotiations – albeit separate – were conducted at the same time for the two
16 other related Centex/Pulte class actions - *Shah, et. al. v. Pulte Home Corporation*, Orange
17 County Superior Court Case No. 30-2014-00731604 and *Del Rivero, et al. v. Centex Homes of*
18 *California LLC*, Orange County Superior Court Case No. 30-2013-00649338.

19 21. As a result of this mediation, the parties were able to reach agreement on
20 settlement..

21 22. The proposed settlement provides for the establishment of a \$375,200.00
22 Settlement Fund, which equates on a *pro rata* basis to a total of \$6,700.00 for each home.

23 23. This represents more than 41.36% of the gross damages that the class members
24 could likely obtain at trial, based upon the following.

25 24. Prior to engaging in settlement negotiations, Class Counsel engaged in substantial
26 “due diligence” to determine the actual damages that could be obtained at trial by:

- 27 a. obtaining a bid from AMA Repiping – the company that engaged in the actual
28 repiping of homes in classes that were settled in these related actions – for the

1 prospective costs for replacing the copper pipe systems. The per home “bid”
2 for such PEX repiping was \$16,200.00 and based upon the model/size of the
3 homes.

4 b. reviewing the responses to Questionnaire surveys from homeowners regarding
5 any repiping of the copper pipe systems with PEX.

6 25. Notably, this class action is substantively different than the *Shah* and *Del Rivero*
7 actions in two material respects: (a) the class homes are located in Talega (as opposed to Ladera
8 Ranch); and (b) the Class Questionnaire responses included only one homeowner who replaced
9 their copper pipe systems with PEX due to leaks by the responding class members.

10 26. As a result, from an evidentiary perspective, this case was materially more
11 challenging than the *Shah* and *Del Rivero* cases – reflecting the lower settlement recovery for
12 class members. Nonetheless, we were able to negotiate substantial relief for the Class of
13 approximately 41.36% of the gross damages the class members could likely obtain at trial.

14 27. Once the size of the Settlement Fund and the settlement class definition was
15 agreed upon by the parties, negotiations 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 28. Class Counsel agreed to a 1/3 contingency fee calculation which – as will be
19 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 29. 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. The only potential “reversion” will be the net class member portion that would have
25 been due to any opt-outs.

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

1 31. The Plaintiffs and Class Representatives participated in the settlement
2 negotiations, and fully support the settlement.

3 **B. Unique Opt-Out Situation For Settlement Notice.**

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

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

14 **C. Homeowners Compelled to “Arbitration.”**

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

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

22 36. Because the defendant (and its insurers) wanted a full settlement of all claims, this
23 proposed settlement is conditioned on all of the other settlements being final. Again, the
24 individual arbitration settlement agreements with those who have filed for arbitration have also
25 been fully executed by the plaintiffs in this action and the *Del Rivero* action (*i.e.*, the only ones in
26 which there are individual arbitration settlements) – so this will not be an issue.

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

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

2 38. The structure of this Settlement is virtually identical to those that have been
3 preliminarily approved by Judge Glenda Sanders in the *Dye v. Richmond American* (Case No.
4 30-2013-00649460-CU-CD-CXS) and finally approved by this Court in *Foti v. John Laing*
5 *Homes (California), Inc.* (Case No. 30-2013-00649415-CU-CD-CXC) actions.

6 39. A true and correct copy of the executed Proposed Settlement is attached hereto as
7 **Exhibit A**, with all of its exhibits.

8 40. The material terms of the proposed Settlement are as follows:

9 a. Defendants shall establish the Settlement Fund of \$375,200.00 for the benefit
10 of the Settlement Class.

11 b. The Settlement Class shall be defined as:

12 *(1) All present owners of residential homes in Talega whose copper*
13 *pipe systems have not been replaced with PEX or epoxy coating by*
14 *prior owners of the homes, or (2) prior owners of homes in Talega,*
15 *California who replaced their copper pipe systems with PEX or epoxy*
16 *coating, provided that: (a) the homes were constructed by Pulte Home*
17 *Corporation and substantially completed within ten (10) years of the*
18 *filing of the original complaint in this action (or September 14, 2005),*
19 *(b) the original purchase agreements were signed by the builder on or*
20 *after January 1, 2003, and (c) their SB 800 claims were not released.*

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

25 i. The primary difference between the two Settlement Notice packets is:

26 (a) the Settlement Notice for the homeowners who were previously
27 sent Class Notice are not provided with opt-out instructions **and** the
28 packet **does not** contain a Request for Exclusion Form; and (b) the

1 Settlement Notice for the homeowners who had not been sent Class
2 Notice are provided with instructions on opting-out of the action *and*
3 the packet contains a Request for Exclusion Form.

4 d. For a homeowner who did not previously receive Class Notice (and thus now
5 has an option to opt-out), such homeowner may exclude him or herself from
6 the Settlement Class (and therefore not be bound by the terms of the
7 Settlement Agreement) by submitting to the Class Administrator a timely and
8 valid written Request for Exclusion, pursuant to the instructions set forth in
9 the Notice (attached as Exhibit D to the Settlement Agreement).

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

18 42. In the motion for Final Approval, Class Counsel and Plaintiffs shall report to the
19 Court the specifics of any objections or requests for exclusion.

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

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

28 44. Because it would be cost-prohibitive to physically inspect each home to determine

1 the individual in the chain of title who has a right to redress, the parties have agreed to the
2 following process that can expeditiously determine the individual who has the right to redress.

3 45. All current homeowners will be deemed a Participating Class Member unless a
4 prior owner had re-piped the home with PEX or an epoxy coating. This is because it is
5 impracticable to inspect every home in the class to determine whether there has been a
6 replacement of the copper pipes by prior owners with PEX or an epoxy coating. As a result, in
7 order for a prior owner to be a participating settlement class member, that prior owner must
8 submit a verification that the prior owner had re-piped the home with PEX or an epoxy coating.
9 The agreed-upon procedures under the proposed settlement agreement are as follows:

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

- 12 a. This process will be less expensive than usual since the class administrator
13 will only have to update the chain of title information for those *after* the Class
14 Questionnaires were previously sent.
- 15 b. The class administrator will also have to determine the individuals who were
16 mailed the Class Notice in 2021 – since they no longer have a right to opt-out.
- 17 i. Accordingly, two separate Settlement Notice packets will be sent to
18 the homeowners who had previously been mailed Class Notice – and
19 those who had not.

20 47. Second, for the present owners on the Class List to receive any benefits from this
21 Settlement, they do not have to do anything.

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

25 49. In the event a prior owner submits a Prior Owner Verification Form stating that
26 the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the Class
27 Administrator shall provide the present owner with written notice: (a) that a prior owner has
28 submitted a Prior Owner Verification stating that the prior owner replaced the homes' copper

1 pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to submit
2 a written verification to the Class Administrator disputing the prior owner's claim, and state that
3 the home had copper pipes (without any epoxy coating) at the time the present owner obtained
4 title to the home.

5 50. In the event that there is a dispute between a prior and present owner as to
6 whether a prior owner had replaced the copper pipes with PEX or epoxy coating, then the two
7 homeowners shall submit proof supporting their claims to the Class Administrator who will
8 forward such documentation to Hon. Nancy Wieben-Stock (Ret.) of JAMS who: (a) shall serve
9 as arbitrator of the dispute; and (b) whose determination of those competing claims shall be
10 binding. The costs for Judge Stock's services shall be deemed a "cost" that shall be deductible
11 from the Settlement Fund.

12 2. Attorneys' Fees and Costs.

13 51. The proposed Settlement provides that Plaintiffs and Class Counsel shall
14 separately file motions for approval by this Court at the time of final approval of the following:
15 (a) Attorneys' fees not to exceed one-third (1/3) of the Settlement Fund (\$125,066.66), plus costs
16 not to exceed \$25,000.00; (b) Class administrator costs for this settlement not to exceed
17 \$13,550.00; and (c) Class representative incentive payment totaling \$10,000 cumulatively for
18 their household. To the extent any class member opts-out of the Settlement, the *pro rata* net
19 settlement payment that would have otherwise been due to that opt-out class member shall be
20 paid back to Defendant.

21 52. It should be noted that Class Counsel's costs include the administrative costs
22 previously incurred for Class Notice and the Questionnaire, and that the Class Administrator
23 costs are relatively lower because its tasks will be lessened by the prior determination of the
24 chain of title ownership of class homes through the date of Class Notice and the Questionnaire..

25 53. At the Final Approval Hearing, Class Counsel will be seeking reimbursement of
26 pre-settlement costs on a *pro rata* basis from all class members and arbitration plaintiffs (since
27 they all experienced a common benefit from such costs), and the reimbursement of class
28 administration and approval motion costs on a *pro rata* basis for only class members (since only

1 they benefitted from such costs). In addition to customarily incurred costs (such as deposition
2 transcripts and expert payments), a large portion of the costs incurred will include the payments
3 to class administrators for previously disseminated notice and the Questionnaire.

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

5 54. Pursuant to Section 3.1.7 of the Settlement Agreement, the Named Plaintiffs shall
6 apply for a total sum of \$10,000 for their collective household in order to compensate them for
7 their participation as class representatives, subject to approval from this Court. This sum shall be
8 paid from the Settlement Fund.

9 **4. The Proposed Release.**

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

15 **5. Class Notice.**

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

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

23 58. Indeed, the Notice is modeled after the Federal Judicial Center's forms, as
24 suggested by the Court on its website.

25 59. The Notice provides concise details regarding the underlying litigation and
26 explains to Class members the options they have in exercising their rights accordingly. The
27 Notice further explains the scope of their release of Defendant should they decide to participate
28 in the Settlement. The Proposed Notice also provides contact information for the Class

1 Administrator and Class Counsel should Class members have further questions about the
2 litigation or if they seek clarity of the information provided in the Notice, as well as an
3 interactive website.

4 60. We believe that the method of notice proposed for the class is the best notice
5 practicable under the circumstances, *i.e.*, mail. We anticipate that the proposed method of
6 providing notice information is the most reasonable method available.

7 61. With respect to the proposed Class Administrator, Plaintiffs and Plaintiffs'
8 counsel have no financial interest in ILYM or otherwise have a relationship with ILYM Group
9 Inc. that could create a conflict of interest. To further provide some certainty regarding the costs
10 of class administration, we have negotiated that ILYM have a cap of \$13,550.00 for its services –
11 which are extensive considering its need to determine chain of title information.

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

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

22 63. The proposed settlement provides for the establishment of a \$372,500.00
23 Settlement Fund, which represents on a *pro rata* basis a total of \$6,700.00 for each home.

24 a. This represents approximately 41.36a% of the higher damage model that only
25 considers the AMA Repiping bid (and not the lower amounts actually paid by
26 class members who repiped their homes).

27 64. By any measure, this is a good result for the class – given the risks that: (a)
28 normally attend any class trial; (b) the possibility that the jury will not credit Plaintiffs' experts'

1 opinions regarding general and individual causation; (c) the potential evidentiary issues relating
2 to class damages set forth above; and (d) the possibility of a change in the law.

3 65. Here, the case is particularly subject to risk because it is based upon conflicting
4 expert opinions by individuals with established credentials. The parties further acknowledge that
5 further discovery and trial preparation will be time consuming and expensive, and a trial would
6 be protracted and costly. Indeed, there are further potential issues relating to the damage models
7 that the jury would accept at trial.

8 66. For these reasons, Class Counsel and Plaintiffs recognize the risks involved in
9 further litigation. In light of the foregoing, Class Counsel maintain that the gross recovery of
10 approximately 41.36% of the Class's potential trial damages is fair, reasonable, and adequate,
11 and in the best interest of the Class in light of all known facts and circumstances.

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

15 68. In the event that this Court approves the maximum application for attorneys' fees,
16 costs, class representative enhancements and class administration costs, the *pro rata* net
17 payments to each of the 145 class members will be \$3,599.70, calculated as follows:

Gross Settlement Fund	\$375,200.00
Attorneys' Fees (Max)	- \$125,066.66
Attorney Costs (Max)	- \$25,000.00
Class Representative Enhancement	- \$10,000.00
Class Administration Costs	- <u>\$13,550.00</u>
Subtotal for Distribution	\$201,583.34
Per Class Member (÷ 56)	\$3,599.70

23 69. It is anticipated that even though this Court will separately consider this motion
24 for preliminary approval (while also separately considering the motion for preliminary approval
25 in the *Shah* and *Del Rivero* class actions), the question that could be asked is why this *Smith*
26 settlement represents a slightly larger discount than the other class settlements under
27 consideration. Specifically, this settlement constitutes approximately 41.36% of the AMA
28

1 Repiping bid – while the other settlements constitute approximately 56% of the AMA Repiping
2 bid.

3 70. There are two primary obstacles that differentiate this case from the others. The
4 first is that the homes are located in Talega. The second (and more important reason) is that in
5 Questionnaire responses received in connection with this case, *only one homeowner stated that*
6 *they had repiped their homes with PEX.*

7 71. While not necessarily representative of the entire class, it did represent a
8 significant data point in case evaluation that Plaintiffs needed to consider.

9 72. Class Counsel and Plaintiffs further recognize the other risks involved in further
10 litigation. If this matter were to proceed to trial, Class Counsel would be well-within its right to:
11 (a) incur additional expert and trial-related costs; and (b) a 40% contingency fee – all of which
12 would further dilute the net recovery to the Class.

13 73. Based upon the foregoing, Plaintiffs and Class Counsel maintain that the
14 settlement that represents approximately 41.36% of the AMA Repiping bid is well within the
15 range of a class settlement that is fair, adequate and reasonable under the circumstances.

16 74. For the Court’s convenience, we are separately attaching the key documents that
17 are also attached to the Settlement Agreement – a true and correct copy of which is attached
18 hereto as **Exhibit A**.

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

20 76. Attached hereto as **Exhibit D** is the proposed Opt-Out Form.

21 77. Attached hereto as **Exhibit E** is the proposed Prior Owner Verification Form.

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed on February 3, 2023, at Los Angeles, California.

25
26 /s/Richard L. Kellner
27 Richard L. Kellner, Esq.

EXHIBIT A

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20 Attorneys for Plaintiffs JEFF SMITH and JULIE SMITH,
21 on behalf of themselves and all others similarly situated

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

24 JEFF SMITH, an individual; JULIE SMITH, an
25 individual; on behalf of themselves and all others
26 similarly situated,

27 Plaintiffs,

28 vs.

PULTE HOME CORPORATION; and DOES 1-
100,

Defendants.

AND RELATED CROSS-CLAIM.

CASE NO. 30-2015-00808112-CU-CD-CXC

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

Judge: Hon. Peter Wilson
Dept: CX-101
Complaint Filed: 9/14/15

1 **STIPULATION OF SETTLEMENT AND RELEASE**

2 Plaintiffs and Class Representatives Jeff and Julie Smith (“Plaintiffs”), Defendant Pulte Home
3 Corporation (“Defendant”) collectively hereinafter referred to as the “Parties,” by and through their
4 respective counsel of record, agree to resolve the above-captioned case through this Class Action
5 Settlement and Release Agreement, dated December 14, 2022, which is being entered into by the Parties
6 for settlement purposes only.

7 **I. DEFINITIONS**

8 **1.1 Action.** “Action” shall mean the above-captioned lawsuit.

9 **1.2 Administrative Costs.** “Administrative Costs” means the costs of administering
10 the settlement by the Class Administrator, including, but not limited to, the costs of mailing the
11 Settlement Class Notice and related documents to Settlement Class Members, and the Class
12 Administrator’s costs in administering the portion of the Settlement Fund to be distributed to Settlement
13 Class Members.

14 **1.3 Agreement.** “Agreement” means this Class Settlement Agreement and Release,
15 including all exhibits hereto.

16 **1.4 Attorney Fee Award.** “Attorney Fee Award” means the amount awarded by the
17 Court to Plaintiffs’ Counsel as attorneys’ fees, costs, expenses, disbursements or other compensation,
18 such amount to be in full and complete satisfaction of Plaintiffs’ Counsel’s claim or request (and any
19 claim or request made by any other attorneys) for payment of attorneys’ fees, costs, disbursements and
20 compensation in the Action.

21 **1.5 Award.** “Award” means the *pro rata* benefit to be paid on behalf of each
22 Settlement Class Member from the “Net Settlement Fund.”

23 **1.6 Class.** “Class” shall mean:

24 *(1) All present owners of residential homes in Talega whose copper pipe systems*
25 *have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2)*
26 *prior owners of homes in Talega, California who replaced their copper pipe systems with*
27 *PEX or epoxy coating, provided that: (a) the homes were constructed by Pulte Home*
28 *Corporation and substantially completed within ten (10) years of the filing of the original*
complaint in this action (or September 14, 2005), (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.

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 56 homes
8 developed by Defendant in Talega, California identified on Exhibit A hereto.

9 **1.10 Class Representatives.** “Class Representatives” means named plaintiffs and duly
10 appointed class representatives Jeff and Julie Smith.

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 Ace American Insurance
14 Company and Arch Specialty Insurance, Intervenor for RCR Plumbing; Copper & Brass International
15 Corp., and Nacobre USA, LLC, formerly known as Copper & Brass International Corp.

16 **1.13 Defendant.** “Defendant” means Pulte Home Corporation.

17 **1.14 Defendant’s Counsel.** “Defendant’s Counsel” means Joseph A. Ferrentino and
18 Jeffrey R. Brower of Newmeyer & Dillion LLP and Anna S. McLean of Sheppard Mullin Richter &
19 Hampton LLP.

20 **1.15 Eligible Share.** “Eligible Share” shall mean each individual Settlement Class
21 Member’s share of the Net Settlement Fund, which will be determined by dividing the Net Settlement
22 Fund by the 56 homes included in the Settlement Class.

23 **1.16 Final Approval Hearing.** “Final Approval Hearing” shall mean the hearing
24 conducted by the Court to determine the fairness, adequacy and reasonableness of this Agreement and
25 the settlement of the Action, including Plaintiff’s Counsel’s application for the Attorney Fee Award and
26 the Representative Plaintiff’s Award, and to enter the Final Approval Order and Judgment.

27 **1.17 Final Approval Order and Judgment.** “Final Approval Order and Judgment”
28 shall mean the Court’s Order pursuant to Rule of Court 3.769 granting final approval of this Settlement

1 Agreement and providing for the orderly performance and enforcement of the terms and conditions of
2 this Settlement Agreement, as well as the Judgment rendered by the Court pursuant to Rule of Court
3 3.769(h).

4 **1.18 Motion for Preliminary Approval.** “Motion for Preliminary Approval” shall
5 mean the Motion for Preliminary Approval of the Settlement to be filed in this Action pursuant to
6 California Rule of Court 3.769(c).

7 **1.19 Net Settlement Fund.** “Net Settlement Fund” means the Settlement Fund
8 (including accrued interest) minus (a) Administrative Fees and Costs, (b) the total attorneys’ fees and
9 costs awarded to Settlement Class Counsel by the Court; and (c) any incentive payments awarded to the
10 Class Representatives by the Court.

11 **1.20 Notice Date.** “Notice Date” shall mean the date on which the Class
12 Administrator shall send the Settlement Class Notice to all members of the Settlement Class who are not
13 Original Class Members. The Notice Date shall be no more than ten (10) business days after entry of
14 the Preliminary Approval Order.

15 **1.21 Objection Deadline.** “Objection Deadline” means sixty (60) calendar days from
16 the Settlement Class Notice Date.

17 **1.22 Opt-Out.** “Opt-Out” means a Settlement Class Member who timely submits a
18 properly completed and executed Request for Exclusion.

19 **1.23 Opt-Out Period.** “Opt-Out Period” means the period commencing on the
20 Settlement Class Notice Date and ending sixty (60) calendar days thereafter during which Settlement
21 Class Members may submit a timely Request for Exclusion. The last day of the Opt-Out Period shall be
22 specifically set forth in the Settlement Class Notice.

23 **1.24 Original Class Members.** All members of the Class to whom Class Notice was
24 sent not later than July 21, 2022.

25 **1.25 Participating Settlement Class Member.** “Participating Settlement Class
26 Member” shall mean the Settlement Class Member who is the current owner(s) of each home on the
27 Class Home List, unless (a) a prior owner re-piped the home with PEX or an epoxy coating and submits
28 a Prior Owner Re-Piping Form as provided in Section 4.4 of this Settlement Agreement; or (b) the

1 Settlement Class Member Opted Out.

2 **1.26 Parties.** “Parties” shall mean the Class Representatives, the Settlement Class
3 Members, and Defendant.

4 **1.27 Plaintiffs.** “Plaintiffs” shall mean the Class Representatives and the Settlement
5 Class Members.

6 **1.28 Plaintiffs’ Released Parties.** “Plaintiffs’ Released Parties” shall mean
7 Defendant-Defendants, and each and all of their past, present, and future parents, subsidiaries,
8 subcontractors, affiliated companies and corporations, and each and all of its respective past, present,
9 and future directors, officers, managers, employees, general partners, limited partners, principals, agents,
10 insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors,
11 divisions, joint ventures, assigns, or related entities, and each and all of its respective executors,
12 successors, assigns, and legal representatives, and any subcontractors hired by Defendant to construct or
13 work on the homes listed on the Class Home List and each and all of its past, present, and future parents,
14 subsidiaries, subcontractors, affiliated companies and corporations, and each and all of its respective
15 past, present, and future directors, officers, managers, employees, general partners, limited partners,
16 principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors,
17 successors, divisions, joint ventures, assigns, or related entities, and each and all of its respective
18 executors, successors, assigns, and legal representatives, as well as any supplier, manufacturer or
19 distributor of copper pipe for potable water systems in the Settlement Class Members’ homes and each
20 and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated companies and
21 corporations, and each and all of its respective past, present, and future directors, officers, managers,
22 employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders,
23 attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or
24 related entities, and each and all of its respective executors, successors, assigns, and legal
25 representatives.

26 **1.29 Preliminary Approval.** “Preliminary Approval” shall mean that the Court has
27 entered the Preliminary Approval Order.

28 **1.30 Preliminary Approval Date.** “Preliminary Approval Date” means the date on

1 which the Preliminary Approval Order is entered by the Court.

2 **1.31 Preliminary Approval Order.** “Preliminary Approval Order” shall mean the
3 order entered by the Court that grants Preliminary Approval of this Settlement including, among other
4 things, preliminary approval of the terms of the settlement, provisional certification of the Settlement
5 Class, and approval of the form and method of Settlement Class Notice. The Preliminary Approval
6 Order shall be in substantially the form attached hereto as Exhibit D, subject to non-material
7 modifications made by the Court.

8 **1.32 Release by Class Representatives.** “Release by Class Representatives” means
9 the release set forth in Paragraph 5.1 of this Agreement.

10 **1.33 Release by Settlement Class Members.** “Release by Settlement Class
11 Members” means the release set forth in Paragraph 5.2 of this Agreement.

12 **1.34 Related Actions.** "Related Actions" means *Del Rivero, et al. v. Centex Homes of*
13 *California, LLC, et al.* Orange County Superior Court Case No. 30-2013-00649338; *Shah, et. al. v. Pulte*
14 *Home Corporation*, Orange County Superior Court Case No. 30-2014-00731604; the claims pending
15 with the American Arbitration Association filed by the owners of the homes that were the subject of the
16 Court's July 9, 2021 order granting Defendants' motion to compel arbitration in the *Del Rivero v. Centex*
17 action; and the claims pending with the American Arbitration Association filed by the owners of the
18 homes that were the subject of the Court's November 15, 2021 order requiring certain homeowners to
19 arbitration in this action.

20 **1.35 Representative Plaintiffs’ Award.** “Representative Plaintiffs’ Award” means
21 the amount, if any, that is approved by the Court for payment to the Class Representatives for acting as
22 class representatives in the Action.

23 **1.36 Request for Exclusion.** “Request for Exclusion” means the submission by
24 Settlement Class Members to the Class Administrator requesting to opt out of the settlement. A form
25 Request for Exclusion is Exhibit E.

26 **1.37 Settled Claims of the Class Representatives.** “Settled Claims of the Class
27 Representatives” means collectively any and all claims, demands, rights, liabilities, suits, matters,
28 obligations, damages, losses, costs, actions and causes of action of every nature and description

1 whatsoever, in law or equity, known or unknown, that the Class Representatives ever had against
2 Defendant, Cross-Defendants, as well as any other supplier, manufacturer, distributor, or installer of
3 copper plumbing lines or systems in the Class Representatives' homes and their insurers, including
4 claims for penalties, attorneys' fees and costs of such, that arise from the design, installation, repair, or
5 use of copper plumbing lines and systems in the homes and any alleged violations of California Civil
6 Code § 895 et seq. arising from the design, installation, repair, or use of copper plumbing lines and
7 systems. The Settled Claims of the Class Representatives specifically extend to claims that the Class
8 Representatives do not know or suspect to exist in their favor at the time of settlement. The foregoing
9 releases constitute a waiver of, without limitation, section 1542 of the California Civil Code, which
10 provides:

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

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

23 **1.38 Settled Class Claims.** "Settled Class Claims" means collectively any and all
24 claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes
25 of action of every nature and description whatsoever, in law or equity, known or unknown, that the
26 Settlement Class Members ever had against Defendant, Cross-Defendants, or any other supplier,
27 manufacturer, distributor, or installer of copper plumbing lines or systems in the Settlement Class
28 Members' homes and their insurers, including claims for penalties, attorneys' fees and costs of such, that

1 arise from or in any way relate to the design, installation, repair, or use of copper plumbing lines and
2 systems in the homes and any alleged violations of California Civil Code § 895 et seq. arising from or in
3 any way relating to the design, installation, repair, or use of copper plumbing lines and systems.

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

7 **1.39 Settlement or Settlement Agreement.** “Settlement” or “Settlement Agreement”
8 shall mean the terms and conditions of this Class Action Settlement and Release Agreement, which is
9 being entered into by the Parties for settlement purposes only.

10 **1.40 Settlement Class Members.** “Settlement Class Members” shall mean (1) the
11 Original Class Members, and (2) either the present homeowner(s) of the 56 homes listed on Exhibit A,
12 or the former owners of such homes who have provided information acceptable to the Parties that they
13 repiped the home with PEX or an epoxy coating before selling. Settlement Class Members shall exclude
14 Opt-Outs. The Settlement Class Members comprise the “Settlement Class.”

15 **1.41 Settlement Class Notices.** “Settlement Class Notices” means the notices of
16 provisional certification of a Settlement Class and proposed settlement contemplated by this Agreement,
17 substantially in the forms attached hereto collectively as Exhibit B and Exhibit C, more fully described
18 in Section IV of this Agreement..

19 **1.42 Settlement Fund.** “Settlement Fund” shall mean the total amount of \$375,200.00
20 that shall be funded by Defendant and wired to Class Administrator’s account within 30 days of Final
21 Approval. The Settlement Fund shall be the exclusive source for: (a) the benefits to the Settlement Class
22 Members (*i.e.*, the Award); (b) the Attorney Fee Award; (c) Class Administrator’s Costs; and (d) the
23 Class Representatives’ Awards.

24 **1.43 Settlement Effective Date.** “Settlement Effective Date” shall mean the first day
25 following the last of the following occurrences:

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

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

7 II. RECITALS

8 **2.1 Description of the Action.** Plaintiffs filed this Action on May 9, 2013 on behalf
9 of themselves and other allegedly similarly situated persons whose homes were built by Defendant and
10 contained copper plumbing lines and systems that purportedly were inadequate and defective for the
11 water conditions in Talega, California.

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

19 **2.1.1 Discovery in the Action.** The Parties have engaged in extensive
20 discovery and motion practice in connection with this action.

21 **2.2 Class Certification.** On August 19, 2021, the Court certified the Class as defined
22 in Section 1.6 of this Settlement Agreement.

23 **2.3 Settlement Efforts.** Subsequent to certification of this class action and extensive
24 litigation of this case, the Parties have engaged in arms-length negotiations before Hon. Stephen J.
25 Sundvold (ret.) JAMS ADR. As a result of this mediation, the parties were able to reach agreement on
26 settlement. The terms of that negotiated settlement are reflected in this Agreement.

27 **2.4 Plaintiffs' Reasons for Entering Into Settlement.** Class Counsel and Plaintiffs
28 believe that the claims asserted in this Action have merit. Class Counsel and Plaintiffs, however,

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

7 **2.5 Defendant's Reasons for Entering into Settlement.** Defendant has denied, and
8 continues to deny, liability for any of the claims asserted in this Action. Defendant, however, desires to
9 settle the Action, on the terms and conditions set forth in this Settlement Agreement, in order to:
10 (a) avoid the burden, expense, and uncertainty of continuing the Action; (b) avoid the diversion of its
11 resources and personnel required by continuing the Action; and (c) put to rest any and all claims that are,
12 or could have been, brought or asserted in this Action, or any similar litigation, in this or any other
13 court's jurisdiction, which are based upon any of the facts, circumstances or conduct alleged in the
14 Action. Defendant has therefore determined that it is desirable and beneficial that the Action be settled
15 upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is
16 based on the express understanding that nothing contained in this Settlement Agreement shall be
17 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
18 Defendant or any of Plaintiffs' Released Parties, all of whom deny any liability.

19 **2.6 Conditional Settlement.** Subject to Court approval as provided herein, the
20 Parties stipulate and agree that, in consideration of the promises and covenants set forth in this
21 Agreement and upon the entry by the Court of a Final Approval Order and the occurrence of the
22 Effective Date, the Action shall be fully settled and compromised as to the Settlement Class Members
23 upon the terms and conditions set forth below. Further, this Settlement has been entered into in concert
24 with settlements reached in the Related Actions and is conditioned upon final execution and final Court
25 approvals of the settlements in the Related Actions.

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

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III. TERMS OF SETTLEMENT

3.1 Contributions to the Settlement Fund. Defendant and Cross-Defendants shall pay the total sum of \$375,200.00 to fund the Settlement Fund. Allocation of the payment of this sum among Defendant and Cross-Defendants is set forth separate settlement agreements between them. Defendant and Cross-Defendants shall be responsible only for their agreed-upon shares of the total Settlement Fund. Any Net Settlement Funds allocated to homes on the Class Home List whose eligible Settlement Class Member Opt-Out of this Settlement shall revert back to Defendant and Cross-Defendants according to their agreements.

3.1.0 Funding of the Settlement Fund. Within 30 days of the Court's entry of the Final Approval of the Settlement, Defendant shall wire to the Class Administrator's account to be established the amounts listed in Section 3.1 to be used as the Settlement Fund, consistent with the terms of this Settlement Agreement, and shall be maintained in the Class Administrator's account until distributions are made.

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

3.1.2 Calculation of Eligible Shares to each Class Member. Within five (5) business days of the Settlement Effective Date, the Class Administrator shall calculate the Eligible Share of the Net Settlement Fund attributable to each Settlement Class Member by dividing the Net Settlement Fund by 56 (*i.e.*, the number of homes on the Class Homes List).

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

1 **3.1.4 Payment of Claims to the Participating Settlement Class Members.**

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

4 **3.1.5 Disposition of Uncashed Settlement Checks.** Each Settlement Check

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

9 **3.1.6 Attorneys’ Fees, Costs and Expenses.** Defendant takes no position as to

10 the proper amount of any attorneys’ fee award to Class Counsel, and agree that they will not oppose an
11 application by Class Counsel for attorneys’ fees. Class Counsel represent and warrant that they will not
12 seek an attorneys’ fees award of more than one-third of the Settlement Fund, which equates to One
13 Hundred Twenty-Five Thousand Sixty-Six Dollars (\$125,066.00) and reimbursement of legal costs up to
14 \$25,000.00, and that these amounts are inclusive of all fees, costs, and expenses of Class Counsel, past
15 and future, in connection with the Action. The fees shall be divided among Class Counsel based upon
16 their agreement. The attorneys’ fees and costs in the amount awarded by the Court shall be paid directly
17 to Class Counsel from the Settlement Fund within two court days after the Settlement Effective Date.
18 The effectiveness of this Settlement is not conditioned upon nor will it be delayed in the event that the
19 Court fails to approve Class Counsel’s request for attorneys’ fees and costs in whole or in part.
20 Defendant shall have no obligation to pay any attorneys’ fees or costs to Class Counsel other than such
21 amount awarded by the Court to Class Counsel from the Settlement Fund. Any fees not awarded shall
22 be included within the Net Settlement Fund for distribution to the Participating Settlement Class
23 Members. The Class Representatives have reviewed and approved the aforesaid division of attorneys’
24 fees.

25 **3.1.7 Incentive Payments to the Class Representatives.** Plaintiffs intend to

26 apply to the Court for one incentive payments collectively for the Class Representatives of \$10,000.00.
27 Defendant takes no position as to the proper amount of any incentive payments to the Class
28 Representatives and agree that they will not oppose an application by Class Counsel for the Class

1 Representatives' Incentive Payments. The effectiveness of this Settlement will not be conditioned upon
2 or delayed by the Court's failure to approve any incentive payments to either Class Representatives,
3 and/or the Court's award of incentive payments in an amount less than that sought by either Class
4 Representatives. Defendant shall have no obligation to pay any incentive payments to the Class
5 Representatives, separate from any amount awarded by the Court to the Class Representatives from the
6 Settlement Fund. Any fees not awarded shall be included within the Net Settlement Fund for
7 distribution to the Participating Settlement Class Members.

8 **3.1.8 Costs of Notice and Claims Administration.** Within ten (10) business
9 days of the Settlement Effective Date, the Class Administrator shall be reimbursed from the Settlement
10 Fund for its costs associated with the preparation and mailing of the Notice described in Section 4.2, and
11 the costs for distributing settlement checks to Class Members.

12 **IV. NOTICE TO THE CLASS**

13 **4.1 Contact Information of Potential Class Members.** Within ten (10) business
14 days of Preliminary Approval, Class Counsel shall provide the Class Administrator with the Class
15 Home List. The Class Administrator shall then determine the identity of all potential Settlement Class
16 Members by conducting a "chain of title" search for the names and addresses of all individuals who had
17 an ownership interest in the subject homes from the date of construction to the present date. The "chain
18 of title" search shall be supplemented with other information as set forth in Sections 4.3 and 4.4, below,
19 to arrive at address lists for the Settlement Class Members defined in Section 1.40 of this Settlement
20 Agreement.

21 **4.2 Notice to the Settlement Class.**

22 **4.2.0** Notice to the potential Settlement Class Members who were not Original
23 Class Members shall be substantially in the form attached hereto as Exhibit C.

24 **4.2.1** Notice to the Original Class Members shall be substantially in the form
25 attached hereto as Exhibit B.

26 **4.3 Notice by Mail is the Best, Most Fair and Most Reasonable Form of Notice**
27 **Practicable under the Circumstances.** The Parties agree that providing direct mailed notice to all
28 potential Settlement Class Members is the best, most fair and most reasonable form of notice practicable

1 under the circumstances.

2 **4.3.0** The Notices shall be mailed to all Settlement Class Members by the Class
3 Administrator within thirty (30) days of Preliminary Approval, in envelopes marked “Personal and
4 Confidential.”

5 **4.3.1** Any Notices that are returned as non-deliverable with a forwarding
6 address shall promptly be re-mailed by the Class Administrator to such forwarding address. To the
7 extent that any Settlement Class Notices are returned as non-deliverable without a forwarding address,
8 the Class Administrator shall conduct a reasonable research to locate valid address information for the
9 intended recipients of such Settlement Class Notices, and shall promptly re-mail the Settlement Class
10 Notice, as applicable, to any Settlement Class Members for whom new address information is identified.

11 **4.4 Prior Homeowners.** Under the terms of the Settlement, the current owner shall
12 be deemed to have the right to payment from the Net Settlement Fund, unless a prior owner had re-piped
13 the home with PEX or an epoxy coating. Class Counsel have determined that it is impracticable to
14 inspect every home in the class to determine whether there has been a replacement of the copper pipes
15 by prior owners with PEX or an epoxy coating. Accordingly, a term of this Settlement is that prior to
16 the Final Approval of the Settlement, a prior owner must submit a verification that the prior owner had
17 re-piped the home with PEX or an epoxy coating. A Prior Owner Re-Piping Form shall be served with
18 the Settlement Class Notices and be available on a Class Settlement website maintained by the Class
19 Administrator, in the form attached hereto as Exhibit F.

20 **4.4.1. Procedure upon Prior Homeowner Submission of Prior Owners Verification**
21 **Form.** In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner
22 has replaced the home’s copper pipes with PEX or epoxy coating, then the Class Administrator shall
23 provide the present owner with written notice: (a) that a prior owner has submitted a Prior Owner
24 Verification stating that the prior owner replaced the home’s copper pipes with PEX or epoxy coating;
25 and (b) the present owner has 30 days within which to submit a written verification that the home had
26 copper pipes (without any epoxy coating) at the time the present owner obtained title to the home. In the
27 event that there is a dispute between a prior and present owner as to whether a prior owner had replaced
28 the copper pipes with PEX or epoxy coating, then the two homeowners shall submit proof supporting

1 their claims to Hon. Nancy Wieben Stock (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute;
2 and (b) whose determination of those competing claims shall be binding. The costs for Judge Stock's
3 services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

4 **4.5 Requests for Exclusion.** The Notice attached as Exhibit B shall provide
5 Settlement Class Members who were not Original Class Members an opportunity to Opt Out. In order
6 to request exclusion, such Settlement Class Members must mail a written Request for Exclusion to the
7 Class Administrator (Exh E). The Request for Exclusion must be signed by the Settlement Class
8 Member, and postmarked no later than the deadline for filing a Request for Exclusion set forth in the
9 Preliminary Approval Order entered by the Court. The Parties agree that they will propose to the Court
10 that the deadline for submitting a Request for Exclusion set forth in the Preliminary Approval Order be
11 sixty (60) days after the date Notice was last mailed. All Settlement Class Members who do not timely
12 and properly file a Request for Exclusion from the Settlement Class shall be bound by all proceedings,
13 orders, and judgments in the Action, even if the Settlement Class Member has pending, or subsequently
14 initiates, litigation against the Defendant relating to the release of Settled Class Claims. A Settlement
15 Class Member who chooses to be excluded from the Settlement Class will be excluded entirely
16 therefrom and, therefore, from participation in the Settlement. The Class Administrator shall timely
17 provide the Parties with copies of all Requests for Exclusion within seven days after receipt of said
18 Requests. In the event that in excess of 10% of the Participating Settlement Class Members opt out,
19 Defendant, at its sole discretion, may terminate this Settlement, but Defendant must give notice of its
20 intent to terminate the Settlement within 15 days after the deadline to submit a Request for Exclusion.

21 **4.6 Objections to Settlement.** Any Settlement Class Member other than Opt Outs
22 may object to the Settlement, motions for attorneys' fees, costs and/or the proposed incentive awards,
23 and/or the proposed Final Approval Order and Judgment. Any Settlement Class Member who is not an
24 Opt Out and who wishes to file such an objection shall, by the date set forth in the Preliminary Approval
25 Order approved by the Court, mail to the Class Administrator a writing containing a clear and specific
26 statement of the objection, as well as the specific reason(s), if any, for each objection, including any
27 legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the
28 Settlement Class Member wishes to introduce in support of the objection. Any Settlement Class

1 Member who is not an Opt Out may file and serve a written objection either on his or her own or
2 through an attorney hired at his or her own expense. Any Settlement Class Member who is not an Opt
3 Out intending to make an appearance at the Final Approval Hearing must: (a) file a notice of
4 appearance with the Court no later than the date set in the Preliminary Approval Order approved by the
5 Court or as the Court may otherwise direct; and (b) mail a copy of the notice of appearance postmarked
6 by the date set forth in the Preliminary Approval Order to the Class Administrator.

7 **4.6.1** Opt Outs shall have no standing to object to the Settlement, motions for
8 attorneys' fees, costs and/or the proposed incentive awards, and/or the proposed Final Approval Order
9 and Judgment. As soon as possible after receipt of an objection, the Class Administrator shall provide a
10 copy of the objection and supporting papers (and the accompanying envelope or other packaging) to
11 Class Counsel and Defense Counsel. Any Settlement Class Member who fails to comply with the
12 provisions of this Section shall waive and forfeit any and all rights to object to the Settlement, motions
13 for attorneys' fees, costs and/or the proposed incentive awards, and/or the proposed Final Approval
14 Order and Judgment and shall be bound by all the terms of the Settlement Agreement and by all
15 proceedings, orders, and judgments in the Action.

16 **4.7 Proof of Payment.** Within ninety (90) days after the Settlement Effective Date,
17 the Class Administrator will certify to the Court that checks have been mailed to the Participating
18 Settlement Class Members. The certification required by this Section shall be by declaration(s), based
19 on the personal knowledge of the declarant(s), filed with the Court and served on Class Counsel and
20 Counsel for Defendant.

21 **V. RELEASE OF CLAIMS**

22 **5.1 Release by Class Representatives.** Upon the Settlement Effective Date, Class
23 Representatives and all of their respective heirs, executors, administrators, predecessors, successors and
24 assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties from the Settled
25 Claims of the Class Representatives.

26 **5.2 Release by Settlement Class Members.** Upon the Settlement Effective Date,
27 Settlement Class Members and all of their respective heirs, executors, administrators, predecessors,
28 successors and assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties

1 from the Settled Class Claims.

2 **5.3 Complete Defense.** The Parties shall be deemed to have agreed that the Releases
3 set forth in Sections 5.1 and 5.2 will be and may be raised by the Parties and Plaintiffs' Released Parties
4 as a complete defense to, and will preclude any action or proceeding based on the claims set forth
5 therein.

6 **5.4 Effectuation of Settlement.** None of the releases set forth herein includes
7 releases of claims to enforce the terms of the Settlement.

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

9 **6.1 Motion for Preliminary Approval.** The Parties shall submit this Settlement to
10 the Court in support of the Motion for Preliminary Approval and shall request a determination by the
11 Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement,
12 Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order, which shall:

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

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

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

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

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

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

26 (2) Whether the Final Approval Order and Judgment should be
27 entered;

28 (3) Whether Class Counsel's application for an award of attorneys'

1 fees and costs should be approved; and

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

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

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

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

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

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

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

18 **7.1 Entry of Final Approval Order and Judgment.** At the Final Approval Hearing,
19 the Parties will request that the Court, among other things, enter the Final Approval Order and
20 Judgment, in which the Court will: (a) approve the Settlement Agreement as fair, reasonable, adequate,
21 and binding on all Settlement Class Members who do not Opt Out; (b) enter the Final Approval Order
22 and Judgment in accordance with the terms of this Settlement Agreement; (c) determine the amount and
23 approve the payment of attorneys' fees and costs; (d) determine the amount of any incentive payments to
24 award to the Class Representatives; and (e) provide for the entry of judgment in the Action and for the
25 Release of all Settled Class Claims against the Plaintiffs' Released Parties by the Class Representatives
26 and all Settlement Class Members who have not submitted valid and timely Requests for Exclusion.

27 **7.1.0 Final Judgment.** The Final Approval Order and Judgment shall include a
28 final judgment, which shall:

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

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

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

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

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

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

12 VIII. MISCELLANEOUS PROVISIONS

13 **8.1 Voiding the Agreement.** If the Court denies the Motion for Preliminary
14 Approval or does not enter the Final Approval Order and Judgment, or if the Court's entry of the Final
15 Approval Order and Judgment is reversed on appeal, the Settlement and all related papers including the
16 Motion for Preliminary Approval shall not be used nor be admissible in any subsequent proceedings
17 either in this Court or in any other Court or forum, and the \$375,200 Settlement Fund shall be returned
18 to Defendant, minus fifty percent (50%) of any actual Class Administrative costs incurred to a limit of
19 \$8,000 from Defendant.

20 **8.2 Signatories' Authority.** The signatories to the Settlement represent that they are
21 authorized to enter into this Settlement and bind their respective Parties to its terms and conditions.

22 **8.3 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other
23 to accomplish the terms of this Settlement, including, but not limited to, execution of such documents
24 and to take such other action as may reasonably be necessary to implement the terms of this Settlement.
25 The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement
26 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the
27 terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall,
28 with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the

1 Court's Final Judgment.

2 **8.4 No Prior Assignments.** The Parties represent, covenant, and warrant that they
3 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
4 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or
5 right released and discharged in this Settlement.

6 **8.5 Notices.** Unless otherwise provided herein, all legal notices, demands, or other
7 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
8 the third business day after emailing and mailing by U.S. registered or certified mail, return receipt
9 requested, addressed as follows:

10 (a) To the Class:

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

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

17 (b) To Defendant:

18 Joseph A. Ferrentino, Esq.
19 Jeffrey R. Brower, Esq.
Newmeyer & Dillion LLP
20 895 Dover Street, 5th Floor
Newport Beach, CA 92660
21 Joe.ferrentino@ndlf.com
Jeffrey.browner@ndlf.com

22 Anna S. McLean, Esq.
23 Sheppard Mullin Richter & Hampton LLP
24 4 Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
25 amclean@sheppardmullin.com

26 **8.6 Construction.** The Parties agree that the terms and conditions of this Settlement
27 are the result of lengthy, intensive arm's-length negotiations between the Parties' counsel, and that the
28

1 terms of this Settlement shall not be construed in favor of or against any Party.

2 **8.7 Captions and Interpretations.** Section titles or captions contained in this
3 Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or
4 describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and
5 not merely a recital.

6 **8.8 Modification.** This Settlement may not be changed, altered, or modified, except
7 in a writing signed by the Parties and their counsel, and approved by the Court. This Settlement may not
8 be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

9 **8.9 Integration Clause.** Except for the settlement agreements between Defendant
10 and Cross-Defendants, this Settlement contains the entire agreement between the Parties relating to the
11 resolution of the Action, and all prior or contemporaneous agreements, understandings, representations,
12 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged
13 in this Settlement. No rights under this Settlement may be waived except in a writing signed by the
14 Party making the waiver and its counsel. Notwithstanding the forgoing, it is understood and agreed that
15 Defendant and Cross-Defendants will execute a separate settlement agreement documenting the terms
16 and conditions of the settlement of the claims and cross-complaint against Cross-Defendants.

17 **8.10 Binding on Assigns.** This Settlement shall be binding upon and inure to the
18 benefit of the Parties, Cross-defendants, Plaintiffs' Released Parties and their respective heirs, trustees,
19 executors, administrators, successors, and assigns and, where applicable, all of their current or former
20 parent entities, corporations, subsidiaries, related and affiliated companies and entities, officers,
21 directors, agents, representatives, attorneys, insurers, predecessors, successors, assignees, employees,
22 and all individuals or entities acting by, through, under, or in concert with any of them.

23 **8.11 Class Counsel Signatories.** It is agreed that, because the Settlement Class
24 Members are so numerous, it is impossible or impractical to have each one execute this Settlement. The
25 Notice will advise all Settlement Class Members of the binding nature of the Release. Excepting only
26 the eligible Settlement Class Members who timely submit a Request for Exclusion, the Notice shall have
27 the same force and effect as if this Settlement were executed by each Settlement Class Member with
28 regard to the Settled Class Claims.

1 **8.12 Counterparts.** This Settlement may be executed in counterparts, and when each
2 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
3 original, and, when taken together with other signed counterparts, shall constitute one Settlement, which
4 shall be binding upon and effective as to all Parties.

5 **8.13 Governing Law.** This Settlement Agreement shall be governed by the laws of
6 the State of California, without regard to choice-of-law principles.

7 **8.14 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
8 interpretation and implementation of this Settlement Agreement.

9 **8.15 Venue.** Any and all actions or disputes arising out of this Settlement Agreement,
10 including without limitation the enforcement, interpretation, breach, or attempted rescission of this
11 Settlement Agreement, shall be brought exclusively in this Court.

12 **8.16 Waiver.** Any failure by any Party to insist upon the strict performance by any
13 other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of
14 the provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the
15 right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement
16 Agreement.

17 **8.17 Conflicts.** In the event of conflict between this Settlement Agreement and any
18 other prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement
19 Agreement shall supersede and control. Notwithstanding the forgoing, it is understood and agreed that
20 Defendant and Cross-defendants will execute a separate settlement agreement documenting the terms
21 and conditions of the settlement of the claims and cross-complaint against Cross-defendants.

22 **8.18 Singular/Plural.** The plural of any defined term includes the singular, and the
23 singular of any defined term includes the plural, as the case may be.

24 **8.19 Reasonable Extensions of Time.** Without further order of the Court, the Parties
25 may agree to reasonable extensions of time to carry out any of the provisions of this Settlement.
26
27
28

1 **IT IS SO AGREED:**

2 Dated: 12/20/2022

DocuSigned by:
Julie Smith
DE5FC40F3E22457
By: _____
Julie Smith
Class Representative Plaintiff


4 Dated: 12/19/2022

DocuSigned by:
Jeff Smith
87F8950A08F9400...
By: _____
Jeff Smith
Class Representative Plaintiff


8 Dated:

By: _____
Defendant Pulte Home Corporation

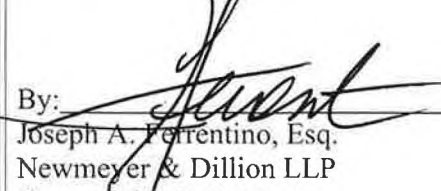
11 Dated:

By: _____
Insurer AIG Claims, Inc. 

15 **APPROVED AS TO FORM AND CONTENT:**

16
17 By: 
18 Michael H. Artinian, Esq.
19 Bridgford, Gleason & Artinian
Counsel for Plaintiffs

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

24
25 By: 
26 Joseph A. Ferrentino, Esq.
27 Newmeyer & Dillion LLP
Counsel for Defendant

1 **IT IS SO AGREED:**

2 Dated:

By: _____
Julie Smith
Class Representative Plaintiff

4 Dated:

By: _____
Jeff Smith
Class Representative Plaintiff

8 Dated: 12/23/2022

By: _____

Defendant Pulte Home Corporation

11 ~~xxxx~~

~~By:XX~~

~~XXXXXXXXXXXXXXXXXXXX~~

14 **APPROVED AS TO FORM AND CONTENT:**

17 By: _____
Michael H. Artinian, Esq.
18 Bridgford, Gleason & Artinian
19 *Counsel for Plaintiffs*

21 By: _____
Richard L. Kellner, Esq.
22 Kabateck LLP
23 *Counsel for Plaintiffs*

25 By: _____
Joseph A. Ferrentino, Esq.
26 Newmeyer & Dillion LLP
27 *Counsel for Defendant*

EXHIBIT A

EXHIBIT A

	<u>Address</u>
1.	24 Paseo Canos
2.	11 Paseo Canos
3.	16 Via Cuenta Nueva
4.	23 Via Cuenta Nueva
5.	28 Via Cristobal
6.	14 Calle Akelia
7.	41 Calle Akelia
8.	11 Via Cuenta Nueva
9.	25 Via Cristobal
10.	14 Via Cuenta Nueva
11.	20 Calle Akelia
12.	47 Calle Akelia
13.	20 Via Cristobal
14.	49 Calle Akelia
15.	37 Calle Akelia
16.	28 Calle Akelia
17.	18 Calle Akelia
18.	38 Calle Akelia
19.	21 Via Cuenta Nueva
20.	19 Paseo Canos
21.	32 Calle Akelia

	<u>Address</u>
22.	13 Via Cuenta Nueva
23.	22 Via Cristobal
24.	18 Via Cuenta Nueva
25.	57 Calle Akelia
26.	20 Via Cuenta Nueva
27.	17 Via Cuenta Nueva
28.	12 Paseo Canos
29.	53 Calle Akelia
30.	23 Via Cristobal
31.	43 Calle Akelia
32.	16 Calle Akelia
33.	26 Via Cristobal
34.	14 Paseo Canos
35.	13 Paseo Canos
36.	30 Via Cristobal
37.	15 Paseo Canos
38.	42 Calle Akelia
39.	21 Paseo Canos
40.	17 Via Cristobal
41.	13 Via Cristobal
42.	39 Calle Akelia
43.	12 Calle Akelia
44.	22 Calle Akelia

	<u>Address</u>
45.	55 Calle Akelia
46.	21 Via Cristobal
47.	22 Paseo Canos
48.	22 Via Cuenta Nueva
49.	33 Via Cristobal
50.	32 Via Cristobal
51.	11 Via Cristobal
52.	36 Calle Akelia
53.	15 Via Cristobal
54.	31 Via Cristobal
55.	19 Via Cuenta Nueva
56.	17 Paseo Canos

EXHIBIT B

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

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-CU-CD-CXC

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

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

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Jeff and Julie Smith (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

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

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

YOU ARE SUBJECT TO THIS SETTLEMENT AND POTENTIALLY ENTITLED TO RELIEF IN THIS SETTLEMENT BECAUSE YOU DID NOT OPT OUT OF THE ACTION FOLLOWING SERVICE OF THE CLASS NOTICE IN OR AROUND JULY 2022.

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 Talega 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 Talega, California who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or September 14, 2005), (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 **\$375,200.00** to cover payments to approximately 56 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.

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

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 Defendant 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 .
- 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?

WHO IS IN THE SETTLEMENT?PAGE 5

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6. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Class?
7. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

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

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THE LAWYERS REPRESENTING YOUPAGE 9

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THE COURT'S FINAL APPROVAL HEARING.....PAGE 11

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GETTING MORE INFORMATIONPAGE 13

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BASIC INFORMATION

1. Why did I get this notice?

This lawsuit, entitled *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC, was filed on September 14, 2015 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 July 2022.

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 *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Jeff and Julie Smith, 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 Talega, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

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

WHO IS IN THE SETTLEMENT?

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

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

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

6. 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?

Defendant will establish a settlement fund totaling \$375,200.00. 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 \$13,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively for Jeff and Julie Smith) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$125,066.66) and litigation expenses not to exceed \$25,000.00. 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 \$375,200.00. There are 56 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$13,550.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$150,066.66), the net settlement fund amount would be \$201,583.34. Each of the 56 Class members would receive approximately \$3,599.70.

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

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

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

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

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

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

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

HOW TO GET A PAYMENT

10. How can I receive my settlement payment?

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

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

In the event a prior owner submits a Prior Owner Verification Form stating that the prior owner has replaced the homes' copper pipes with PEX or epoxy coating, then the 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 [redacted], or [redacted] days after the date presently set for the final approval hearing.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

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

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

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$150,066.66, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

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

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$13,550.00.

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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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:

SETTLEMENT ADMINISTRATOR
ILYM

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

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

If you do not properly submit a timely written objection, 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 hearing at 2:00 **pm** (PST) on _____, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 18-19, below). After the hearing, the Court will decide whether to

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

16. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. 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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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 Defendant about the claims in this case.

GETTING MORE INFORMATION

19. How do I get more information?

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

To Visit the Settlement Website:

www. [REDACTED].com

To Contact the 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 DEFENDANT 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**

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-CU-CD-CXC

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

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

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Jeff and Julie Smith (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

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

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

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 Talega, California 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 Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or September 4, 2005), (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 **\$375,200.00** to cover payments to approximately 56 Class members, settlement administration expenses, attorneys’ fees and litigation expenses, incentives for the Class Representatives, and any other related expenses which may be approved by the Court. Each Class member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and incentives.

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

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

- **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 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 Defendant 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.
- 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 *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC, was filed on September 14, 2015 and is presently pending in the Superior Court of the State of California, County of Orange.

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 the homes included within the homes covered by 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 *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Jeff and Julie Smith, 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 Talega, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

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

WHO IS IN THE SETTLEMENT?

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

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

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

6. Are there exceptions to being included?

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

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

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

Defendant will establish a settlement fund totaling \$375,200.00. 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 \$13,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively for Jeff and Julie Smith) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$125,066.66) and litigation expenses not to exceed \$25,000.00. 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 \$375,200.00. There are 56 Class Members. If the Court approves the maximum permissible request for settlement administration expenses (\$13,550.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$150,066.66), the net settlement fund amount would be \$201,583.34. Each of the 56 Class members would receive approximately \$3,599.70.

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

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

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

If the settlement becomes final, each Class member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper

pipes in the Class Homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the Class Homes, against any parties, including Defendant, which are not alleged in the Action.

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

Unless you exclude yourself, 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.

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 \$150,066.66, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

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

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$13,550.00.

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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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:

SETTLEMENT ADMINISTRATOR
ILYM

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

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

If you do not properly submit a timely written objection, 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 s hearing at 2:00 **pm** (PST) on , **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 21-22, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. 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 Class member who does not request exclusion and 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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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

24. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

24. How do I get more information?

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

To Visit the Settlement Website:

www._____.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 DEFENDANT 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**

JEFF SMITH, an individual; JULIE SMITH, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

PULTE HOME CORPORATION; and DOES 1-100,

Defendants.

AND RELATED CROSS-CLAIM.

CASE NO. 30-2015-00808112-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: September 14, 2015

WHEREAS, Plaintiffs and Class Representatives Jeff and Julie Smith (“Plaintiffs”), Defendant Pulte Home Corporation (“Defendant”) 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. Glenda Sanders previously granted Plaintiff’s motion for class certification on August 19, 2021, and duly appointed Bridgford, Gleason & Artinian, Kabateck LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed Jeff and Julie Smith as class representatives,

WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed

1 Settlement of the Action, the terms and conditions of which are set forth in the Settlement
2 Agreement (the “Settlement Agreement”);

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

6 AND NOW, the Court, having read and considered the Settlement Agreement and
7 accompanying documents and the motion for preliminary settlement approval and supporting
8 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
9 Preliminary approval of the Settlement on _____, IT IS HEREBY ORDERED AS FOLLOWS:

10 1. The Court has jurisdiction over the subject matter of the Action, the Settling
11 Parties, and all Class Members.

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

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

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

25 5. Subject to further consideration by the Court at the time of the Final
26 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and
27 adequate to the Class, as falling within the range of possible final approval, as being the product
28

1 of informed, arm's length negotiation by counsel, as meriting submission to the Class for its
2 consideration.

3 6. The parties have identified the homes included within the class definition
4 of the class that this Court certified on August 7, 2017 and thus, for purposes of the proposed
5 Settlement, and conditioned upon the Agreement receiving final approval following the Final
6 Approval hearing and that order becoming final, the certified class shall be further defined as
7 follows:

8 *(1) All present owners of residential homes in Talega whose copper pipe systems*
9 *have not been replaced with PEX or epoxy coating by prior owners of the homes,*
10 *or (2) prior owners of homes in Talega, California Class Area who replaced their*
11 *copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were*
12 *constructed by Pulte Home Corporation and substantially completed within ten*
13 *(10) years of the filing of the original complaint in this action (or September 4,*
14 *2005), (b) the original purchase agreements were signed by the builder on or after*
15 *January 1, 2003, and (c) their SB 800 claims were not released.*

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

21 8. The Court approves ILYM Group Inc. ("ILYM") as Class Administrator to
22 administer the notice and claims procedures of the Settlement for the purpose of administering the
23 proposed Settlement and performing all other duties and obligations of the Settlement
24 Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as may
25 otherwise be ordered by the Court, with the understanding that ILYM's compensation will be
26 capped at \$13,550.00.

27 9. The Court approves, as to form and content, of two different Settlement
28 Notices: (a) the first for the Original Class Members who were served with the Class Notice in
July 2022 (attached as Exhibit "B" to the Settlement Agreement); and (b) the second for all
subsequent purchasers of the homes listed on Exhibit A to the Settlement Agreement who were

1 not sent Class Notice in July 2022 (attached to the Settlement Agreement as Exhibit “C”). The
2 Court hereby instructs the Settling Parties to proceed with Class Notice in the manner and on the
3 schedule set forth in the Settlement Agreement as follows:

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

5 i. To those individuals who were mailed Class Notice in July 2022:

- 6 1. The Settlement Notice version attached as Exhibit “B”
7 to the Settlement Agreement; and
8 2. The Prior Owner Re-Piping Form;

9 ii. To those individuals in the chain of title for the class homes
10 listed in Exhibit “A” to the Settlement Agreement who were
11 NOT mailed Class Notice in July 2022:

- 12 1. The Settlement Notice version attached as Exhibit “C”
13 to the Settlement Agreement;
14 2. The Request for Exclusion Form; and
15 3. The Prior Owner Re-Piping Form.

16 b. For a Prior Owner of a home in the Class List to be included as a Class
17 Member, that Prior Owner must submit by mail or electronic means a
18 Prior Owner Verification Form to the Class Administrator by November
19 7, 2022 (Exhibit “F” to Settlement Agreement) that verifies that the
20 Prior Owner replaced the copper pipes in the Class Home with PEX or
21 epoxy coating of the pipes.

22 i. In the event a prior owner submits a Prior Owner Verification
23 Form stating that the prior owner has replaced the homes’ copper
24 pipes with PEX or epoxy coating, then the Class Administrator
25 shall provide the present owner with written notice: (a) that a
26 prior owner has submitted a Prior Owner Re-Piping Form stating
27 that the prior owner replaced the homes’ copper pipes with PEX
28

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

- 14 c. For a Present Owner of a home in the Class List to be included as a Class
15 Member:
- 16 i. With respect to those individuals who were served with Class
17 Notice in July 2022, there must not be a Prior Owner Re-Piping
18 Form submitted by a Prior Owner for the subject Class Home.
 - 19 ii. With respect to those individuals who were NOT served with
20 Class Notice in July 2022, that individual must not submit a
21 Request for Exclusion Form and there must not be a Prior Owner
22 Re-Piping Form submitted by a Prior Owner for the subject
23 Class Home.
- 24 d. For all Notice papers returned as undeliverable or changed address, the
25 Class Administrator shall re-send the Notice documents after a skip-
26 trace.
27
28

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

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

9 12. The Class Administrator must complete the notice mailing within thirty (30)
10 calendar days of preliminary approval being granted, in envelopes marked “Personal and
11 Confidential.”

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

16 14. The Class Administrator must also create a dedicated website for this
17 Settlement, which will provide a portal for electronic submission of Request for Exclusion Forms,
18 Prior Owner Re-Piping Forms and any Objections to the Settlement. The dedicated website shall
19 also make available the Settlement Agreement, the pleadings submitted in support of preliminary
20 approval, approval of attorneys’ fees, costs and class representative enhancements, and final
21 approval. The dedicated website shall also make available all Orders by this Court with respect to
22 aforesaid motions.

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

1 sufficient notice to the Class, the terms of the Settlement Agreement, and the Final Approval
2 Hearing.

3 16. All potential members of the Class who were sent Class Notice in July 2022
4 shall not have the right to be excluded from the Class because the time for such right to be excluded
5 has expired. With respect to any potential member of the Class who was NOT sent Class Notice
6 in July 2022 AND who desires to be excluded from the Class and therefore not be bound by the
7 terms of the Settlement Agreement, he/she must submit to the Class Administrator, pursuant to the
8 instructions set forth in the Notice, a timely and valid written Request for Exclusion (attached as
9 Exhibit “E” to the Settlement Agreement).

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

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

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

23 20. Any member of the Class who is eligible to (and so chooses) to be excluded
24 shall not be entitled to receive any of the benefits of the Settlement Agreement, shall not be bound
25 by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to
26 object to the Settlement Agreement or appear at the Final Approval Hearing. The names of all
27 persons timely submitting valid Requests for Exclusion shall be provided to the Court.
28

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

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

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

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

22 25. If the Settlement is finally approved by the Court, the Court shall retain
23 jurisdiction over the Settling Parties, the Class Members, and this Action, only with respect to
24 matters arising out of, or in connection with, the Settlement, and may issue such orders as
25 necessary to implement the terms of the Settlement. The Court may approve the Settlement, with
26 such modifications as may be agreed to by the Class Representatives, Class Counsel, and
27 Defendants, without further notice to the Class Members.

28 26.

1 **IT IS SO ORDERED.**

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Dated:

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JUDGE OF THE ORANGE COUNTY SUPERIOR COURT

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EXHIBIT E

REQUEST FOR EXCLUSION FROM CLASS ACTION

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-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

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-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**

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-CU-CD-CXC

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

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

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Jeff and Julie Smith (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

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

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

YOU ARE SUBJECT TO THIS SETTLEMENT AND POTENTIALLY ENTITLED TO RELIEF IN THIS SETTLEMENT BECAUSE YOU DID NOT OPT OUT OF THE ACTION FOLLOWING SERVICE OF THE CLASS NOTICE IN OR AROUND JULY 2022.

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 Talega 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 Talega, California who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or September 14, 2005), (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 **\$375,200.00** to cover payments to approximately 56 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.

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

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 Defendant 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 .
- 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.

BASIC INFORMATION..... PAGE 4

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

WHO IS IN THE SETTLEMENT?PAGE 5

5. How do I know if I am part of the settlement?
6. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Class?
7. If I am a prior owner who did NOT replace the copper pipes in my home, am I included in the Settlement?

THE SETTLEMENT BENEFITS—WHAT DO I GET?.....PAGE 6

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

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORMPAGE 8

10. How can I receive my settlement payment?
11. When will I get my payment?

THE LAWYERS REPRESENTING YOUPAGE 9

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

OBJECTING TO THE SETTLEMENTPAGE 10

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

THE COURT'S FINAL APPROVAL HEARING.....PAGE 11

15. When and where will the Court decide whether to approve the settlement?
16. Do I have to come to the hearing?
17. May I speak at the hearing?

IF YOU DO NOTHING.....PAGE 13

18. What happens if I do nothing at all?

GETTING MORE INFORMATIONPAGE 13

19. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice?

This lawsuit, entitled *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC, was filed on September 14, 2015 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 July 2022.

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 *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Jeff and Julie Smith, 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 Talega, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

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

WHO IS IN THE SETTLEMENT?

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

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

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

6. 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?

Defendant will establish a settlement fund totaling \$375,200.00. 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 \$13,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively for Jeff and Julie Smith) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$125,066.66) and litigation expenses not to exceed \$25,000.00. 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 \$375,200.00. There are 56 Class Homes. If the Court approves the maximum permissible request for settlement administration expenses (\$13,550.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$150,066.66), the net settlement fund amount would be \$201,583.34. Each of the 56 Class members would receive approximately \$3,599.70.

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

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

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

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

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

You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at _____, 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 \$150,066.66, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

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

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$13,550.00.

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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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:

SETTLEMENT ADMINISTRATOR
ILYM

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

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

If you do not properly submit a timely written objection, 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 hearing at 2:00 **pm** (PST) on **[redacted]**, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 18-19, below). After the hearing, the Court will decide whether to

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

16. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. 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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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 Defendant about the claims in this case.

GETTING MORE INFORMATION

19. How do I get more information?

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

To Visit the Settlement Website:

www. [REDACTED].com

To Contact the 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 DEFENDANT 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**

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-CU-CD-CXC

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

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

A proposed settlement has been reached between Defendant Pulte Home Corporation (“Defendant”) and plaintiffs Jeff and Julie Smith (“Plaintiffs”), on their own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange (“Court”) before Hon. Peter J. Wilson in Dept. CX-101.

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

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

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 Talega, California 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 Pulte Home Corporation and substantially completed within ten (10) years of the filing of the original complaint in this action (or September 4, 2005), (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 **\$375,200.00** to cover payments to approximately 56 Class members, settlement administration expenses, attorneys’ fees and litigation expenses, incentives for the Class Representatives, and any other related expenses which may be approved by the Court. Each Class member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and incentives.

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

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

- **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 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 Defendant 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.
- 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 *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC, was filed on September 14, 2015 and is presently pending in the Superior Court of the State of California, County of Orange.

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 the homes included within the homes covered by 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 *Jeff Smith, et al. v. Pulte Home Corporation*, Case No. 30-2015-00808112-CU-CD-CXC. The case is a "class action." That means that the "Named Plaintiffs," Jeff and Julie Smith, 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 Talega, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

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

WHO IS IN THE SETTLEMENT?

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

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

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

6. Are there exceptions to being included?

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

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

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

Defendant will establish a settlement fund totaling \$375,200.00. 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 \$13,550.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$10,000.00 (collectively for Jeff and Julie Smith) for their efforts. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (*i.e.*, \$125,066.66) and litigation expenses not to exceed \$25,000.00. 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 \$375,200.00. There are 56 Class Members. If the Court approves the maximum permissible request for settlement administration expenses (\$13,550.00), the Class Representatives' incentives (\$10,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$150,066.66), the net settlement fund amount would be \$201,583.34. Each of the 56 Class members would receive approximately \$3,599.70.

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

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

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

If the settlement becomes final, each Class member will be releasing Defendant from all claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of action of every nature and description whatsoever, in law or equity, known or unknown, against Defendant and Plaintiffs' Released Parties that arise from the installation or use of copper

pipes in the Class Homes and any alleged violations of California Civil Code § 895 et seq. arising from the copper pipes. Without limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the Class Homes, against any parties, including Defendant, which are not alleged in the Action.

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

Unless you exclude yourself, 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.

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 \$150,066.66, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

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

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$13,550.00.

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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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:

SETTLEMENT ADMINISTRATOR
ILYM

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

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

If you do not properly submit a timely written objection, 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 s hearing at 2:00 **pm** (PST) on , 2023, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The hearing may be moved by the Court to a different date or time without additional notice. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection, and timely and properly requested to speak at the final approval hearing (*see* Questions 21-22, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendant will answer any questions the judge may have. If you submitted an objection, you do not have to come to the final approval hearing to talk about it. 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 Class member who does not request exclusion and 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 *Jeff Smith, et al. v. Pulte Home Corporation, et al.*, Case No. 30-2015-00808112-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

24. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

24. How do I get more information?

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

To Visit the Settlement Website:

www._____.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 DEFENDANT OR THE COURT WITH ANY
QUESTIONS.**

Dated: _____, 2023

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

REQUEST FOR EXCLUSION FROM CLASS ACTION

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-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

Jeff Smith, et al. v. Pulte Home Corporation, et al.
Case No. 30-2015-00808112-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

PROOF OF SERVICE
Smith v. Pulte Homes, et al.
Orange County Superior Court Case No.: 30-2015-00808112

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
Smith v. Pulte Homes, et al.
Orange County Superior Court Case No.: 30-2015-00808112

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Adrienne D. Cohen, Esq. Temre L. Fischer, Esq. LAW OFFICES OF ADRIENNE D. COHEN 18300 Von Karman Ave., Suite 410 Irvine, CA 92612	Counsel for Intervenor ACE AMERICAN INSURANCE COMPANY for RCR PLUMBING & MECHANICAL, INC. Telephone: (714) 954-0790 Fax: (714) 954-0791 adc@adcohen.com ckw@adcohen.com tlf@adcohen.com
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Tracey A. Kennedy, Esq. SHEPPARD MULLIN RICHTER & HAMPTON 333 South Hope St., 43 rd Floor Los Angeles, CA 90071-1422	Counsel for Defendant/Cross-Complainant PULTE HOME CORPORATION Telephone: (213) 620-1780 Facsimile: (213) 620-1398 tkennedy@sheppardmullin.com