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

Defendant.

\_\_\_\_\_  
AND RELATED CROSS-CLAIM.

**Case No. 30-2015-00808112-CU-CD-CXC**

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

Hearing Date: August 17, 2023  
Time: 2:00 p.m.  
Dept.: CX-101

**WHEREAS**, on August 17, 2023, the Court held a hearing on the motion filed by Plaintiffs JEFF SMITH and JULIE SMITH (“Plaintiffs”) for final approval of the class action settlement with Defendant Pulte Home Corporation (“Defendants”), embodied in the Parties’ Class Settlement and Release (as amended), and also Plaintiffs’ and Class Counsel’s motion for final approval of the Class Counsel’s award of attorneys’ fees, litigation costs and class representative service award. Richard Kellner, Esq. of Kabateck LLP and Michael Artinian, Esq. of Bridgford Gleason & Artinian having

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

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

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

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

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

20 2. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement  
21 Administrator, fully performed its duties in connection with the Settlement Notice including: (a)  
22 performing a title search on the 56 properties applicable to this settlement (b) printing and mailing the  
23 *Notice of Proposed Class Action Settlement and Final Hearing, Prior Owner Verification Form, and*  
24 *Request for Exclusion Form* to the homeowners in the chain of title to the 56 properties; (c) receiving  
25 and processing requests for exclusion; and (d) receiving and processing Prior Owner Verification Forms,  
26 and mailing a letter to the current owner. The forgoing comports with [California Rule of Court 3.766](#).

1 a. ILYM shall also conduct an address skip trace on any returned settlement checks,  
2 with such returned checks re-mailed at least once.

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

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

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

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

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

23 *(1) All present owners of residential homes in Talega whose copper pipe systems*  
24 *have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2)*  
25 *prior owners of homes in Talega, California who replaced their copper pipe systems with*  
26 *PEX or epoxy coating, provided that: (a) the homes were constructed by Pulte Home*  
27 *Corporation and substantially completed within ten (10) years of the filing of the original*  
28 *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           8.       With respect to the Settlement Class, this Court finds that: (a) the members of the  
2 Settlement Class are so numerous their joinder is impracticable; (b) there are questions of law and fact  
3 common to the Settlement Class which predominate over any individual questions; (c) the claims of the  
4 Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have fairly  
5 and adequately represented and protected the interests of the Settlement Class; and (e) a class action is  
6 superior to other available methods for the fair and efficient adjudication of the controversy.

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

13           10.      The \$125,066.66 amount requested by Plaintiffs and Class Counsel for the Class Counsel  
14 Fees Payment is fair and reasonable. The Court grants final approval of, and orders, the Class Counsel  
15 attorneys' fees payment to be made in accordance with the Settlement.

16           11.      The Court finds that \$25,000.00 in Class Counsel's litigation expenses is fair and  
17 reasonable. The Court grants final approval of, and orders, the Class Counsel's litigation expenses in  
18 this amount to be made in accordance with the Settlement.

19           12.      The \$12,449.68 incurred and to be incurred by ILYM Group, Inc. (the Settlement  
20 Administrator), which is less than the cap on its Administrative Expenses, is fair and reasonable. The  
21 Court grants final approval of, and orders, the Settlement Administrator be paid this amount in  
22 accordance with the terms of the Settlement.

23           13.      The \$10,000.00 amount cumulatively requested by Plaintiffs for the Incentive Award is  
24 fair and reasonable given the amount of time and effort Plaintiffs expended, the benefits conferred on  
25 the Class, and the risks undertaken by them. The Court grants final approval of, and orders the Class  
26 Representative service award of \$10,000.00 collectively to Jeff and Julie Smith, to be made in  
27 accordance with the Settlement.

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1           14.     Upon entry of this Final Judgment, and in accordance with Section 5.1 of the Settlement  
2 Agreement, as amended, all Participating Settlement Class Members fully release Defendants, Cross-  
3 Defendants, and each and all of their past, present, and future parents, subsidiaries, subcontractors,  
4 affiliated companies and corporations, and each and all of its respective past, present, and future  
5 directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers,  
6 reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint  
7 ventures, assigns, or related entities, and each and all of its respective executors, successors, assigns, and  
8 legal representatives, and any subcontractors hired by Defendant to construct or work on the homes  
9 listed on the Class Home List and each and all of its past, present, and future parents, subsidiaries,  
10 subcontractors, affiliated companies and corporations, and each and all of its respective past, present,  
11 and future directors, officers, managers, employees, general partners, limited partners, principals, agents,  
12 insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors,  
13 divisions, joint ventures, assigns, or related entities, and each and all of its respective executors,  
14 successors, assigns, and legal representatives, as well as any supplier, manufacturer or distributor of  
15 copper pipe for potable water systems in the Settlement Class Members' homes and each and all of their  
16 past, present, and future parents, subsidiaries, subcontractors, affiliated companies and corporations, and  
17 each and all of its respective past, present, and future directors, officers, managers, employees, general  
18 partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors,  
19 representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each  
20 and all of its respective executors, successors, assigns, and legal representatives, from any and all  
21 claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes  
22 of action of every nature and description whatsoever, in law or equity, known or unknown, that the  
23 Settlement Class Members ever had against Defendant, Cross-Defendants, or any other supplier,  
24 manufacturer, distributor, or installer of copper plumbing lines or systems in the Settlement Class  
25 Members' homes and their insurers, including claims for penalties, attorneys' fees and costs of such, that  
26 arise from or in any way relate to the design, installation, repair, or use of copper plumbing lines and  
27 systems in the homes and any alleged violations of California Civil Code § 895 et seq. arising from or in  
28 any way relating to the design, installation, repair, or use of copper plumbing lines and systems. Without

1 limiting the foregoing, and for clarification, excluded from the Settled Class Claims are any *other*  
2 construction defects or *other* claims relating to the construction of the homes identified in Exhibit A to  
3 the Settlement Agreement, against any parties, including Defendants, which are not alleged in the  
4 Action.

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

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

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

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

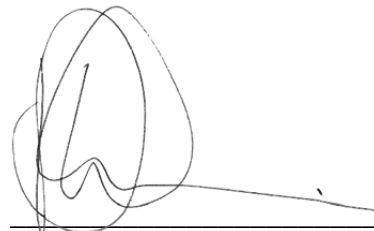
25 19. Upon the Settlement Effective Date, as defined in the Settlement Agreement, the  
26 Settlement Administrator shall calculate within five (5) business days the Net Settlement Fund and shall  
27 thereafter distribute the Settlement benefits to Participating Settlement Class Members from the  
28 Settlement Fund in accordance with this Order and the Settlement Agreement.

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

4           21. The Court will hold a status conference for a final accounting on **May 19, 2024 at 9:00**  
5 **a.m.** Class Counsel shall submit a final report at least 10 court days prior to that conference regarding  
6 the status of the settlement administration. The final report must include all information necessary for  
7 the Court to determine the total amount actually paid to class members and any amounts tendered to the  
8 State Controller's Office under Unclaimed Property law.

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

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13 Dated: August 21, 2023



14 Hon. Peter Wilson  
15 Judge of the Superior Court  
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