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13 Attorneys for Plaintiffs

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

16 KAMAL ALI, an individual; and ZAINAB
17 ALI, an individual; JOHN TORPHY, an
18 individual, and ELIZABETH TORPHY, an
19 individual (as Trustees of the JOHN C.
TORPHY AND ELIZABETH M. TORPHY
TRUST DATED 5/5/2004); on behalf of
themselves and all others similarly situated,

20 Plaintiffs,

21 vs.

22 WARMINGTON RESIDENTIAL
23 CALIFORNIA, INC., a Corporation;
24 REBCO COMMUNITIES, INC. f/k/a
WARMINGTON HOMES CALIFORNIA,
INC., a Corporation; PLUMBING
CONCEPTS, INC., a Corporation;
MUELLER INDUSTRIES, INC., a
Corporation; and DOES 1-100,

25 Defendants.

CASE NO. 30-2013-00689593-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: 11/21/13

26
27 **AND RELATED CROSS-ACTION.**
28

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 have a reputation
4 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 Exh. A.

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

9 a. The Settlement Fund is \$1,537,500.00.

10 b. The 123 class members shall receive the Net Proceeds of the Settlement Fund on a
11 *pro rata* basis, after payment of Court approved attorneys' fees/costs, class
12 administration fees/costs and class representative enhancements.

13 c. The *pro rata* gross settlement for each class member is \$12,500.

14 • This is the largest *pro rata* cash settlement in these OC Copper Pipe
15 class actions.

16 • It also represents approximately 71.43% of the of the average cost for
17 replacing the pipes in 123 class members' homes with PEX, as bid by
18 AMA Repipe (*i.e.*, about \$17,500.00) – which is the contractor who
19 provided the replacement of PEX piping in two other class action
20 settlements.

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

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

23 f. Subject to Court approval of attorneys' fees/costs, class administrator
24 fees/costs and class representative enhancements, each class member will
25 receive more than \$7,660.00.

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

1 the settlement class.

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

3 11. The original plaintiffs filed this action on November 21, 2013 on behalf on
4 themselves and other similarly situated individuals who own homes in the class area (Ladera
5 Ranch) that (i) were constructed by Defendants, (ii) that contained copper pipes installed by the
6 Defendants, and (iii) had purchase agreements signed by Defendants on or after January 1, 2003.
7 The operative complaint alleges a cause of action against Defendants for violations of standards
8 of residential construction (Civ. Code § 895 *et seq.*, including § 896(a)(14) and (15)).

9 12. On January 14, 2014, a Declaration of Non-Involvement was filed by Defendant,
10 stating that Warmington Residential California, Inc. (“Warmington”) was not involved in the
11 building of homes in Ladera Ranch, and that the proper entity was REBCO Communities, Inc.
12 fka Warmington Homes of California. Based thereon, Plaintiffs dismissed Warmington without
13 prejudice; and Defendant REBCO was “Doe’d” into the Complaint. (ROA 28.) However, it was
14 stipulated that Plaintiffs could rename Warmington at their discretion, and that all statutes of
15 limitations were tolled. Plaintiffs subsequently learned facts regarding Warmington,
16 necessitating that it be brought back into the case – and said entity is a defendant along with
17 REBCO.

18 13. In 2014, defendant REBCO Communities, Inc. filed a Chapter 7 voluntary
19 petition in the United States Bankruptcy Court for the Central District of California (Case No.
20 8:14-bk-11049). On August 5, 2014, Plaintiffs obtained an Order granting relief from the
21 Automatic Bankruptcy Stay against REBCO Communities, Inc. provided that the relief sought
22 against the debtor was limited to its insurance proceeds..

23 14. The litigation then continued against REBCO (and later Warmington) along with
24 the other Orange County Copper Pipe cases – all of which have been heavily litigated over the
25 past 9 years.

26 **A. The Litigation of This Action and the Related Cases**

27 15. As this Court is well-aware, the Orange County Copper Pipe litigation cases have
28 been heavily litigated over the past 9 years. For all practical purposes, issues that are common to

1 all the cases have been litigated in the individual actions – while the remaining actions were
2 either stayed or held in abeyance while the underlying fundamental issues could be resolved
3 before the trial or appellate courts

4 16. This case was related to a number of the other similar pinhole leak cases early in
5 this action. Ultimately, a total of 15 Orange County Pipe Cases were deemed related before the
6 same judge in the Orange County Superior Court – of which 5 cases have previously settled.

7 17. The first area of major common litigation involved the developer defendants’
8 attacks on the complaint and their assertion that individual issues prevented class treatment. The
9 trial judge (Judge Steven L. Perk) issued rulings that dismissed the class allegations. Those
10 orders were appealed in two cases – *Brasch v. K. Hovnanian, et al.* (Case No. 30-2013-
11 00649417) and *Chiang v. D.R. Horton, et al.* (Case No. 30-2013-00649435) – and the Court of
12 Appeal ultimately reversed Judge Perk’s ruling that had dismissed the class allegations.

13 18. The second area of major common litigation involved the defendant developers’
14 contention that SB 800 did not permit litigation of class claims.

- 15 a. At first, Judge Thierry Patrick Colaw (who replaced Judge Perk in these
16 related cases), denied numerous motions to dismiss by the developer
17 defendants based upon their claim that the language of SB 800 prohibited
18 class actions.
- 19 b. Writs were filed by the developer defendants on these Orders – which were all
20 ultimately denied by the Court of Appeal.
- 21 c. Thereafter, similar motions to dismiss were filed by the developer defendants
22 (some of whom claimed that there was a change in law) and those motions
23 were denied by Judge Sanders (who had replaced Judge Colaw in these related
24 cases).
- 25 d. Writs again were filed (on Judge Sanders’ Orders) and – this time – the Court
26 of Appeal issued an Order to Show Cause re dismissal based upon the
27 subsequent ruling in the case entitled *Kohler Co. v. Superior Court* (2018) 29
28 Cal.App.5th 55.

- 1 e. The matter was remanded to Judge Sanders, who conducted extensive
2 hearings and briefings on the issue. Judge Sanders issued Orders on February
3 7, 2019 dismissing the class allegations based upon perceived constraints of
4 *Kohler* and the Court of Appeal’s Order to Show Cause.
- 5 f. Plaintiffs then appealed that Order. Following full briefing and argument
6 before the Court of Appeal on two of the related cases, the Court of Appeal
7 reversed Judge Sanders’ Order (largely consistent with Judge Sanders’ prior
8 orders denying the attempts to dismiss the class allegations), and ruled that
9 class actions are permitted under SB 800 based on the allegations in the
10 related cases.

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

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

1 **B. Settlement Discussions**

2 21. Subsequent to certification of this class action, the Parties engaged in arms-length
3 negotiations before Hon. Nancy Weiben-Stock (ret.) from JAMS ADR. As a result of this
4 mediation, the parties were able to reach agreement on settlement.

5 22. At the outset, the settlement negotiations were conducted under the backdrop of
6 the fact that the relief obtainable against REBCO (the primary defendant) was limited to
7 insurance proceeds pursuant to the August 5, 2014 Order granting relief from the Automatic
8 Bankruptcy Stay against REBCO Communities, Inc.

9 23. That limitation was significant for the Class because – unlike other proposed OC
10 Copper Pipe class actions – the only contributions toward the settlement would likely come from
11 insurance and any cross-defendants. Further, there was the potential for limitations on insurance
12 based upon customary self-insured retention provisions.

13 24. Notwithstanding such limitations, Plaintiffs were pleased to obtain a settlement
14 that – in gross *per rata* recovery – is larger than any other of the OC Copper Pipe cases.

15 25. The terms of that negotiated settlement are reflected in this Agreement, which
16 Plaintiffs and their counsel contend are fair and reasonable under the circumstances.

17 26. While we were conducting these settlement negotiations, we also sought an
18 updated price for the costs of replacing the copper pipes in the class home with PEX. In order to
19 get a reasonable and relatively accurate price, we decided to approach the company that actually
20 replaced the copper pipes in homes as part of two prior class settlements in these related actions
21 – AMA Repiping, LLC.

22 27. We provided AMA with the floor plans for the various home designs for the 1238
23 homes included in this class action. The range of replacement costs was \$16,688 to \$18,940
24 based upon the size of the homes. This averages approximately \$17,500.00 per home.

25 28. A true and correct copy of the AMA bid is attached hereto as Exhibit F.

26 29. While Plaintiffs’ counsel will not “recommend” that the Class employ AMA –
27 Class Counsel has secured a representation from AMA that the price for replacing the copper
28 pipes with PEX at the class homes will be honored for one year from the present date.

1 30. The proposed settlement provides for the establishment of a \$1,537,500.00
2 Settlement Fund, which represents on a *pro rata* basis a total of \$12,500.00 for each home. As a
3 result, the *pro rata* gross recovery of \$12,500 represents 71.428571% of the average AMA price
4 for replacing copper pipes in the class homes with PEX.

5 31. By any measure, this is an extremely good result for the class.

6 32. Once the size of the Settlement Fund and the settlement class definition was
7 agreed upon by the parties, negotiation were conducted regarding the amount of attorneys'
8 fees/costs, class administrator fees/costs and class representative enhancements for which
9 Defendants will not provide any objections.

10 33. Plaintiffs' counsel agreed to a 1/3 contingency fee calculation which – as will be
11 demonstrated in the motion for approval of attorneys' fees – represents less than any
12 apportionable lodestar for the work done that benefitted the settlement class.

13 34. The settlement is a “claims-paid” settlement – and the only reason that payment
14 would not be made from the Settlement Fund would be if a class member “opts-out” of the
15 settlement.

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

18 36. We have kept the class representatives fully advised of the settlement
19 negotiations, responded to any questions that they may have regarding the terms and obtained
20 their approval before verbally agreeing to any terms.

21 37. The class representatives fully support the settlement.

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

23 38. The structure of this Settlement is virtually identical to those that have been
24 preliminarily approved by Judge Glenda Sanders in the *Dye v. Richmond American* (Case No.
25 30-2013-00649460-CU-CD-CXS) and *Foti v. John Laing Homes (California), Inc.* (Case No.
26 30-2013-00649415-CU-CD-CXC) actions.

27 39. At true and correct copy of the executed Proposed Settlement is attached hereto as
28 Exhibit A, with all of its exhibits.

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

2 a. Within 30 days of preliminary approval of the proposed Settlement,
3 Defendants shall establish the Settlement Fund of \$1,537,500 million for the
4 benefit of the Settlement Class. (Exh A, § 3.1 and 3.1.0.)

5 b. The Settlement Class shall be defined as:

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

14 c. The Class Administrator shall serve by U.S. Mail the Class Notice, Opt-Out
15 Form and a Prior Owner Verification Form on all individuals within the chain
16 of title of the Class Homes listed on Exhibit “A” to the Settlement Agreement.

17 i. For a Prior Owner to be included as a Class Member, that Prior Owner
18 must submit by mail or electronic means a Prior Owner Verification
19 Form to the Class Administrator within sixty (60) days of mailing that
20 verifies that the Prior Owner replaced the copper pipes in the Class
21 Home with PEX or epoxy coating of the pipes.

22 1. 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 Verification stating
27 that the prior owner replaced the homes’ copper pipes with PEX
28 or epoxy coating; and (b) the present owner has 30 days within

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

13 ii. For a Present Owner to be included as a Class Member, the Present
14 Owner must not submit an Opt-Out Form and there must not be a Prior
15 Owner Verification Form submitted by a Prior Owner for the subject
16 Class Home.

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

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

27 f. Any member of the Settlement Class who desires to be excluded from the
28 Settlement Class, and therefore not be bound by the terms of the Settlement

1 Agreement, must submit to the Class Administrator, pursuant to the
2 instructions set forth in the Notice, a timely and valid written Request for
3 Exclusion (attached as Exhibit “D” to the Settlement Agreement and Exh “B”
4 to the Kellner Declaration).

- 5 g. Plaintiffs and Class Counsel shall separately file motions for approval by this
6 Court at the time of final approval of the following: (a) Attorneys’ fees not to
7 exceed one-third (1/3) of the Settlement Fund (\$512,500.00), plus costs not to
8 exceed \$35,000.00; (b) Class administrator costs for this settlement not to
9 exceed \$27,000.00; and (c) Class representative incentive payment totaling
10 \$20,000.00 (or \$10,000 per each of the 2 class representative households).
- 11 h. To the extent any class member opts-out of the Settlement, the *pro rata* net
12 settlement payment that would have otherwise been due to that opt-out class
13 member shall be paid back to Steadfast Insurance Company.
- 14 i. Settlement class members will release Defendants from claims **asserted in the**
15 **Action** (and expressly no other construction defect claims).

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

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

24 42. Because it would be cost-prohibitive to physically inspect each home to determine
25 the individual in the chain of title who has a right to redress, the parties have agreed to the
26 following process that can expeditiously determine the individual who has the right to redress:
27
28

- 1 a. First, the class administrator will determine and then mail the class notice and
2 other documents to the individuals in the chain of title for the homes in the
3 Class List.
- 4 b. Second, for the present owners on the Class List to receive any benefits from
5 this Settlement, **they do not have to do anything.**
- 6 c. Third, for prior owners who paid for a repipe/epoxy to receive the benefits
7 from this Settlement, they must fill out a simple Prior Owner Verification
8 Form (attached as Exh E to Kellner Decl.) that attests to their replacement of
9 the copper pipes in the home that is included in the Class. As noted above,
10 Class Counsel will also be making a public records search to determine the
11 issuance of permits for the re-piping of the homes – that will include the
12 date(s) when the permits were issued and the name of the homeowner at the
13 time the permit was issued.
- 14 i. In the event a prior owner submits a Prior Owner Verification Form
15 stating that the prior owner has replaced the homes’ copper pipes with
16 PEX or epoxy coating, then the Class Administrator shall provide the
17 present owner with written notice: (a) that a prior owner has submitted
18 a Prior Owner Verification stating that the prior owner replaced the
19 homes’ copper pipes with PEX or epoxy coating; and (b) the present
20 owner has 30 days within which to submit a written verification to the
21 Class Administrator that the home had copper pipes (without any
22 epoxy coating) at the time the present owner obtained title to the
23 home. In the event that there is a dispute between a prior and present
24 owner as to whether a prior owner had replaced the copper pipes with
25 PEX or epoxy coating, then the two homeowners shall submit proof
26 supporting their claims to the Class Administrator who will forward
27 such documentation to Hon. Nancy Weiben Stock (ret.) of JAMS who:
28 (a) shall serve as arbitrator of the dispute; and (b) whose determination

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

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

5 43. Pursuant to sections 3.1.6 and 7.1 of the Settlement Agreement, at the final
6 approval hearing Class Counsel will apply to the Court for an award of attorneys' fees not to
7 exceed one third (1/3) of the Settlement Fund (or \$512,500.00) and costs (not to exceed
8 \$35,000.00). This application will be supported with attorney declarations providing a cross-
9 check of the lodestar attributable to the legal work that benefitted the Settlement Class.
10 Defendants have agreed that they will not oppose such a request for fees and costs consistent
11 with these amounts, and anticipates filing a statement of non-opposition to Class Counsel's
12 application for attorneys' fee.

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

14 44. Pursuant to Section 3.1.7 of the Settlement Agreement, the Named Plaintiffs shall
15 apply for a total sum of \$10,000 per household (here, two payments, for a total of \$20,000.00) in
16 order to compensate them for their participation as class representatives for 9 years, subject to
17 approval from this Court. This sum shall be paid from the Settlement Fund.

18 **4. The Proposed Release**

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

24 **5. Class Notice**

25 46. In formulating the Class Notice, we endeavored to use language and processes
26 that have been previously approved by this Court in connection with both Class Settlements and
27 Class Certification Notices in these related OC Copper Pipe litigation cases.
28

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

5 48. Indeed, the Notice is modeled after the Federal Judicial Center’s forms, as
6 suggested by the Court on its website.

7 49. The Notice provides concise details regarding the underlying litigation and
8 explains to Class members the options they have in exercising their rights accordingly. The
9 Notice further explains the scope of their release of Defendant should they decide to participate
10 in the Settlement. The Proposed Notice also provides contact information for the Class
11 Administrator and Class Counsel should Class members have further questions about the
12 litigation or if they seek clarity of the information provided in the Notice, as well as an
13 interactive website.

14 50. We believe that the method of notice proposed for the class is the best notice
15 practicable under the circumstances, *i.e.*, mail. We anticipate that the proposed method of
16 providing notice information is the most reasonable method available.

17 51. With respect to the proposed Class Administrator, Plaintiffs and Plaintiffs’
18 counsel have no financial interest in ILYM or otherwise have a relationship with ILYM Group
19 Inc. that could create a conflict of interest. To further provide some certainty regarding the costs
20 of class administration, we have negotiated that ILYM have a cap of \$27,000 for its services –
21 which are extensive considering its need to determine chain of title information.

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

23 52. In our Settlement discussions, we not only considered the usual risks that attend
24 class action and potential trial, but also the fact that there could potentially be an “offset” of the
25 Self-Insured Retention due and owing by the Defendant against the jury award for all claims (a
26 net reduction in the jury award by the Self-Insured Retentions for each “project”, which issue
27 could be further litigated in the U.S. Bankruptcy Court).

28

EXHIBIT A

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20 Attorneys for Plaintiffs and Class Representatives KAMAL ALI and ZAINAB ALI,
21 JOHN TORPHY and ELIZABETH TORPHY (as Trustees
22 of the JOHN C. TORPHY AND ELIZABETH M. TORPHY
23 TRUST DATED 5/5/2004) on behalf of themselves and all others similarly situated
24 .

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **FOR THE COUNTY OF ORANGE**

27 J KAMAL ALI, an individual; and ZAINAB ALI,
28 an individual; JOHN TORPHY, an individual, and
ELIZABETH TORPHY, an individual (as Trustees
of the JOHN C. TORPHY AND ELIZABETH M.
TORPHY TRUST DATED 5/5/2004); on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

WARMINGTON RESIDENTIAL CALIFORNIA,
INC., a Corporation; REBCO COMMUNITIES,
INC. f/k/a WARMINGTON HOMES
CALIFORNIA, INC., a Corporation; PLUMBING
CONCEPTS, INC., a Corporation; MUELLER
INDUSTRIES, INC., a Corporation; and DOES 1-
100,

Defendants.

CASE NO. 30-2013-00689593-CU-CD-CXC

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

Judge: Hon. Glenda Sanders

Dept: CX-101

Complaint Filed: November 21, 2013

AND RELATED CROSS-CLAIMS.

1 **STIPULATION OF SETTLEMENT AND RELEASE**

2 Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John Torphy and Elizabeth
3 Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004 (“Plaintiffs”),
4 Defendants Warmington Residential California, Inc. and REBCO Communities, Inc. f/k/a Warmington
5 Homes California, Inc. (“Defendants”) collectively hereinafter referred to as the “Parties,” by and
6 through their respective counsel of record, agree to resolve the above-captioned case through this Class
7 Action Settlement and Release Agreement, dated November 3, 2022, which is being entered into by the
8 Parties for settlement purposes only.

9 **I. DEFINITIONS**

10 **1.1 Action.** “Action” shall mean the above-captioned lawsuit.

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

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

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

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

23 **1.6 Class.** “Class” shall mean:

24 *(1) All present owners of residential homes in the Class Area whose copper pipe*
25 *systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or*
26 *(2) prior owners of homes in the Class Area who replaced their copper pipe systems with*
27 *PEX or epoxy coating, provided that: (a) the homes were constructed by Warmington and*
28 *substantially completed within ten (10) years of the filing of the original complaint in this*
action, (b) the original purchase agreements were signed by the builder on or after January
1, 2003, and (c) their SB 800 claims were not released.

1.7 Class Administrator. “Class Administrator” shall mean ILYM Group, Inc., 14751

1 Plaza Dr., Suite J, Tustin CA 92780. The Class Administrator shall receive and administer the
2 Settlement Funds.

3 **1.8 Class Counsel.** “Class Counsel” shall mean: Bridgford, Gleason & Artinian, Kabateck
4 LLP, and McNicholas & McNicholas.

5 **1.9 Class Home List.** “Class Home List” shall mean the complete list of the addresses of
6 the homes that are covered by this Settlement and is comprised of those 123 homes developed by
7 Defendants in Ladera Ranch, California identified on Exhibit A hereto.

8 **1.10 Class Members.** “Class Members” shall mean each and all of the members of the
9 Class, estimated to be either the present or former homeowner of the 123 homes listed on Exhibit A.

10 **1.11 Class Notice.** “Class Notice” means the notice of this settlement contemplated by this
11 Agreement, substantially in the forms attached hereto collectively as Exhibit B, or as otherwise
12 approved by the Court.

13 **1.12 Class Representatives.** “Class Representatives” means named plaintiffs and duly
14 appointed class representatives Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy (as
15 Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004.

16 **1.13 Court.** “Court” means the Superior Court of California for the County of Orange,
17 Complex Division.

18 **1.14 Cross-Defendant.** “Cross-Defendant” shall mean Robbins Plumbing and Heating
19 Contractors, a dissolved California corporation.

20 **1.15 Defendants.** “Defendants” means Warmington Residential California, Inc. and
21 REBCO Communities, Inc. f/k/a Warmington Homes California, Inc.

22 **1.16 Defendants’ Counsel.** “Defendants’ Counsel” means Peter K. Pritchard and Corey M.
23 Timpson of Sellar Hazard & Lucia.

24 **1.17 Eligible Share.** “Eligible Share” shall mean each individual Class Member’s share of
25 the Net Settlement Fund, which will be determined by dividing the Net Settlement Fund by the 123
26 homes included in the Class.

27 **1.18 Final Approval Hearing.** “Final Approval Hearing” shall mean the hearing conducted
28 by the Court in connection with the determination of the fairness, adequacy and reasonableness of this

1 Agreement and the proposed settlement of the Action, including Plaintiff’s Counsel’s application for the
2 Attorney Fee Award and the Representative Plaintiff’s Award.

3 **1.19 Final Approval Order.** “Final Approval Order” means the Court’s Order approving
4 this Agreement, finding the settlement is fair, adequate and reasonable.

5 **1.20 Final Approval Order and Judgment.** “Final Approval Order and Judgment” shall
6 mean the Order pursuant to Rule of Court 3.769 that gives final approval of this Settlement Agreement
7 and provides for the orderly performance and enforcement of the terms and conditions of this Settlement
8 Agreement, as well as the Judgment rendered by the Court pursuant to Rule of Court 3.769(h). The
9 Order shall be in substantially the same form as is agreed by the Parties.

10 **1.21 Motion for Preliminary Approval.** “Motion for Preliminary Approval” shall mean
11 the Motion for Preliminary Approval of the Settlement to be filed in this Action pursuant to California
12 Rule of Court 3.769(c).

13 **1.22 Net Settlement Fund.** “Net Settlement Fund” means the Settlement Fund (including
14 accrued interest) minus (a) Administrative Fees and Costs, (b) the total attorneys’ fees and costs
15 awarded to Class Counsel by the Court; and (c) any incentive payments awarded to the Class
16 Representative by the Court.

17 **1.23 Notice Date.** “Notice Date” shall mean the date on which the Class Administrator shall
18 send the Class Notice. The Notice Date shall be no more than thirty (30) business days after entry of the
19 Preliminary Approval Order.

20 **1.24 Objection Deadline.** “Objection Deadline” means sixty (60) calendar days from the
21 Notice Date.

22 **1.25 Opt-Out.** “Opt-Out” means a Class Member (i) who timely submits a properly
23 completed and executed Request for Exclusion, and (ii) who does not rescind that Request for Exclusion
24 before the end of the Opt-Out Period.

25 **1.26 Opt-Out Period.** “Opt-Out Period” means the period commencing on the Notice Date
26 and ending sixty (60) calendar days thereafter during which Class Members may submit a timely
27 Request for Exclusion. The last day of the Opt-Out Period shall be specifically set forth in the Class
28 Notice.

1 **1.27 Participating Class Member.** “Participating Class Member” shall mean the Class
2 Member who was sent Notice that was not returned as undeliverable (after all reasonable attempts have
3 been made by the Class Administrator) who have not Opted Out.

4 **1.28 Parties.** “Parties” shall mean the Plaintiffs, the Class Members and Defendants.

5 **1.29 Plaintiffs.** “Plaintiffs” shall mean the Class Representatives and the Class Members.

6 **1.30 Plaintiffs’ Released Parties.** “Plaintiffs’ Released Parties” shall mean Defendants,
7 and each and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated
8 companies and corporations, and each and all of their respective past, present, and future directors,
9 officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,
10 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures,
11 assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal
12 representatives, and any subcontractors hired by Defendants to construct or work on the Class Members’
13 homes and each and all of their past, present, and future parents, subsidiaries, subcontractors, affiliated
14 companies and corporations, and each and all of their respective past, present, and future directors,
15 officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers,
16 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures,
17 assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal
18 representatives (including but not limited to Cross-Defendant Robbins Plumbing and Heating
19 Contractors), as well as any supplier manufacturer or distributor of copper pipe for potable water
20 systems in the Class Members’ homes and each and all of their past, present, and future parents,
21 subsidiaries, subcontractors, affiliated companies and corporations, and each and all of their respective
22 past, present, and future directors, officers, managers, employees, general partners, limited partners,
23 principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors,
24 successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective
25 executors, successors, assigns, and legal representatives.

26 **1.31 Preliminary Approval.** “Preliminary Approval” shall mean that the Court has entered
27 the Preliminary Approval Order.

28 **1.32 Preliminary Approval Date.** “Preliminary Approval Date” means the date on which

1 the Preliminary Approval Order is entered by the Court.

2 **1.33 Preliminary Approval Order.** “Preliminary Approval Order” shall mean the order
3 entered by the Court that grants Preliminary Approval of this Settlement including, among other things,
4 preliminary approval of the terms of the settlement, and approval of the form and method of Class
5 Notice. The Preliminary Approval Order shall be in substantially the form attached hereto as Exhibit C,
6 subject to non-material modifications made by the Court.

7 **1.34 Release.** “Release” means the release set forth in Paragraph 5.1 of this Agreement.

8 **1.35 Releasing Parties.** “Releasing Parties” shall mean the Class Representatives and all
9 Class Members who did not opt out during the Opt-Out Period.

10 **1.36 Representative Plaintiffs’ Award.** “Representative Plaintiffs’ Award” means the
11 amount, if any, that is approved by the Court for payment to Class Representatives for acting as class
12 representatives in the Action.

13 **1.37 Request for Exclusion.** “Request for Exclusion” means the submission by Class
14 Members to the Class Administrator requesting to opt out of the settlement. A form Request for
15 Exclusion is Exhibit D.

16 **1.38 Settled Class Claims.** “Settled Class Claims” means collectively any and all claims,
17 demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and causes of
18 action of every nature and description whatsoever, in law or equity, known or unknown, by the
19 Releasing Parties against Defendants and Cross-Defendant as well as any supplier, manufacturer or
20 distributor of copper pipe for potable water systems in the Class Members’ homes and their insurers,
21 including claims for penalties, attorneys’ fees and costs of such, that arise from the installation or use of
22 copper pipes in the Homes and any alleged violations of California Civil Code § 895 et seq. arising from
23 the installation of copper pipes. Without limiting the foregoing, and for clarification, excluded from the
24 Settled Class Claims are any *other* construction defects or *other* claims relating to the construction of the
25 homes identified in Exhibit A, against any parties, including Defendants, which are not alleged in the
26 Action.

27 **1.39 Settlement or Settlement Agreement.** “Settlement” or “Settlement Agreement” shall
28 mean the terms and conditions of this Class Action Settlement and Release Agreement, which is being

1 entered into by the Parties for settlement purposes only.

2 **1.40 Settlement Fund.** “Settlement Fund” shall mean the total amount of \$1,537,500.00
3 that shall be funded by Defendants (with contributions from Cross-Defendant’s Insurers, and also
4 Defendants’ Insurers [AIG Claims, Inc. and Lexington Insurance Company]), and wired to Class
5 Administrator’s account within 30 days of Preliminary Approval. The Settlement Fund shall be the
6 exclusive source for: (a) the benefits to the Class Members (*i.e.*, the Award); (b) the Attorney Fee
7 Award; (c) Class Administrative Costs; and (d) the Representative Plaintiffs’ Award.

8 **1.41 Settlement Effective Date.** “Settlement Effective Date” shall mean the first day
9 following the last of the following occurrences:

10 (a) The time to appeal or seek permission to appeal or seek other judicial
11 review of the Final Approval Order and Judgment has expired with no appeal or other judicial review
12 having been taken or sought; or

13 (b) If an appeal or other judicial review of the Final Approval Order and
14 Judgment has been taken or sought, the date the Final Approval Order and Judgment is finally affirmed
15 by an appellate court with no possibility of subsequent appeal or other judicial review therefrom, or the
16 date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of
17 subsequent appeal or other judicial review.

18 **II. RECITALS**

19 **2.1 Description of the Action.** Plaintiffs filed this Action on November 21, 2013 on
20 behalf of themselves and other allegedly similarly situated persons whose homes were built by
21 Defendants and contained copper plumbing and piping lines that purportedly were inadequate and
22 defective for the water conditions in Ladera Ranch, California.

23 **2.1.0 Litigation of the Action.** For close to nine (9) years, Class Counsel have
24 vigorously litigated this Action and the other related actions against other developers for the same claim
25 that the chemical interaction between the water supplied in Ladera Ranch and the copper pipes installed
26 by developers lessened the reasonably-expected useful life of the copper pipes and results in pinhole
27 leaks. This has included extensive motion practice on the issue of whether the cases can proceed as
28 class actions (which were litigated on two separate occasions before the Court of Appeal) and extensive

1 work with a common water chemist expert.

2 **2.1.1 Discovery in the Action.** The Parties have engaged in extensive discovery and
3 motion practice in connection with this action.

4 **2.1.2 Class Certification.** On July 26, 2022, the Court granted class certification in
5 this action and appointed Plaintiffs as class representatives.

6 **2.2 Settlement Efforts.** Subsequent to certification of this class action, the Parties have
7 engaged in arms-length negotiations before Hon. Nancy Wieben Stock (ret.) JAMS ADR. As a result of
8 this mediation, the parties were able to reach agreement on settlement. The terms of that negotiated
9 settlement are reflected in this Agreement.

10 **2.3 Plaintiffs' Reasons for Entering Into Settlement.** Class Counsel and Plaintiffs
11 believe that the claims asserted in this Action have merit. Class Counsel and Plaintiffs, however,
12 recognize the uncertain outcome and the risk of any litigation, especially in complex actions such as this,
13 as well as the difficulties and delays inherent in such litigation and in particular the limitations on
14 recovery given the primary defendant's bankruptcy and the potential limitation of recovery from their
15 insurers. Class Counsel and Plaintiffs are also mindful of the inherent problems of proof and defenses to
16 the claims asserted in this Action. In light of the above, Class Counsel and Plaintiffs believe that the
17 Settlement set forth in this Settlement Agreement confers substantial benefits upon the Class, and its and
18 each of the Class Members and is fair, just, equitable, reasonable, adequate and in the best interests of all
19 Class Members.

20 **2.4 Defendants' Reasons for Entering into Settlement.** Defendants have denied, and
21 continue to deny, liability for any of the claims asserted in this Action. Defendants, however, desire to
22 settle the Action, on the terms and conditions set forth in this Settlement Agreement, in order to:
23 (a) avoid the burden, expense, and uncertainty of continuing the Action; (b) avoid the diversion of its
24 resources and personnel required by continuing the Action; and (c) put to rest any and all claims that are,
25 or could have been, brought or asserted in this Action, or any similar litigation, in this or any other
26 court's jurisdiction, which are based upon any of the facts, circumstances or conduct alleged in the
27 Action. Defendants have therefore determined that it is desirable and beneficial that the Action be
28 settled upon the terms and conditions set forth in this Settlement Agreement. This Settlement

1 Agreement is based on the express understanding that nothing contained in this Settlement Agreement
2 shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
3 part of any of Defendants or any of Plaintiffs' Released Parties, all of whom deny liability therefor.

4 **2.5 Conditional Settlement.** Subject to Court approval as provided herein, the Parties
5 stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and
6 upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the
7 Action shall be fully settled and compromised as to the Class Members upon the terms and conditions
8 set forth below.

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

12 **III. TERMS OF SETTLEMENT**

13 **3.1 Contributions to the Settlement Fund.** Defendants shall pay the sum of
14 \$1,537,500.00 to fund the Settlement. Any Net Settlement Funds allocated to Class Homes that Opt-Out
15 of this Settlement shall revert back to Defendants.

16 **3.1.0 Funding of The Settlement Fund.** Within 30 days of the Court's entry of the
17 Preliminary Approval of the Settlement, Defendant shall wire to the Class Administrator's account to be
18 established the amounts listed in Section 3.1 to be used as the Settlement Fund, consistent with the terms
19 of this Settlement Agreement, and shall be maintained in the Class Administrator's account until
20 distributions are made.

21 **3.1.1 Calculation of Net Settlement Fund.** Within five (5) business days of the
22 Settlement Effective Date, the Class Administrator shall calculate the Net Settlement Fund by deducting
23 from the Settlement Fund the anticipated Administrative Costs for the Settlement, attorneys' fees and
24 costs awarded by the Court, any incentive payments awarded to the Class Representatives by the Court,
25 and any other payments agreed to by the Parties and approved by the Court.

26 **3.1.2 Calculation of Eligible Shares to each Class Member.** Within five (5) business
27 days of the Settlement Effective Date, the Class Administrator shall calculate the Eligible Share of the
28 Net Settlement Fund owed to each Class Member by dividing the Net Settlement Fund by 123 (*i.e.*, the

1 number of homes on the Class Homes List).

2 **3.1.3 Claims Paid.** This is a claims-paid settlement, and no Participating Class
3 Member shall be required to submit any claim form in order to obtain an Eligible Share. Every
4 Participating Class Member who does not file a valid Request for Exclusion shall automatically be
5 entitled to an Eligible Share.

6 **3.1.4 Payment of Claims to the Participating Class Members.** Within (30) days
7 after the Settlement Effective Date, the Class Administrator shall mail individual Settlement Checks to
8 each Participating Class Member who is not an Opt Out.

9 **3.1.5 Disposition of Uncashed Settlement Checks.** Each Settlement Check mailed by
10 the Class Administrator to Class Members shall be valid for 180 days from the date shown on the
11 Settlement Check. Any checks not cashed within that time shall be treated as uncashed checks under
12 California's Unclaimed Property Law and forwarded to the appropriate government authority.

13 **3.1.6 Attorneys' Fees, Costs and Expenses.** Defendants take no position as to the
14 proper amount of any attorneys' fee award to Class Counsel, and agree that they will not oppose an
15 application by Class Counsel for attorneys' fees. Class Counsel represent and warrant that they will not
16 seek an attorneys' fees award of more than one-third of the Settlement Fund, which equates to Five
17 Hundred and Twelve Thousand Five Hundred Dollars (\$512,500.00) and reimbursement of legal costs
18 up to \$35,000.00, and that these amounts are inclusive of all fees, costs, and expenses of Class Counsel,
19 past and future, in connection with the Action. The fees shall be divided amongst Class Counsel based
20 upon their agreement. The attorneys' fees and costs in the amount awarded by the Court shall be paid
21 directly to Class Counsel from the Settlement Fund within two court days after the Settlement Effective
22 Date. The effectiveness of this Settlement will not be conditioned upon or delayed by the Court's failure
23 to approve Class Counsel's request for attorneys' fees and costs, or the Court's award to Class Counsel
24 of attorneys' fees and costs in an amount less than that sought by Class Counsel. Defendants shall have
25 no obligation to pay any attorneys' fees or costs to Class Counsel, separate from any amount awarded by
26 the Court to Class Counsel from the Settlement Fund. Any fees not awarded shall be included within
27 the Net Settlement Fund for distribution to the Participating Class Members. The Class Representatives
28 have reviewed and approved the aforesaid division of attorneys' fees.

1 **4.3.0** The Notice shall be mailed to all potential Class Members by the Class
2 Administrator within thirty (30) days of Preliminary Approval, in envelopes marked “Personal and
3 Confidential.”

4 **4.3.1** Any Class Notices that are returned as non-deliverable with a forwarding address
5 shall promptly be re-mailed by the Class Administrator to such forwarding address. To the extent that
6 any Class Notices are returned as non-deliverable without a forwarding address, the Class Administrator
7 shall conduct a reasonable research to locate valid address information for the intended recipients of
8 such Class Notices, and shall promptly re-mail the Class Notice, as applicable, to any Potential Class
9 Members for whom new address information is identified.

10 **4.4 Prior Homeowners.** Under the terms of the Settlement, the current owner shall be
11 deemed to have the right to payment from the Net Settlement Fund, unless a prior owner had re-piped
12 the home with PEX or an epoxy coating. The Parties have determined that it is impracticable to inspect
13 every home in the class to determine whether there has been a replacement of the copper pipes by prior
14 owners with PEX or an epoxy coating. Accordingly, a term of this Settlement is that prior to the Final
15 Approval of the Settlement, a prior owner must submit a verification that the prior owner had re-piped
16 the home with PEX or an epoxy coating. A Prior Owner Re-Piping Form shall be served with the Class
17 Notice and be available on a Class Settlement website maintained by the Class Administrator, in the
18 form attached hereto as Exhibit E.

19 **4.4.1. Procedure Upon Prior Homeowner Submission of Prior Owners Verification**
20 **Form.** In the event a prior owner submits a Prior Owner Verification Form stating that the
21 prior owner has replaced the homes’ copper pipes with PEX or epoxy coating, then the Class
22 Administrator shall provide the present owner with written notice: (a) that a prior owner has
23 submitted a Prior Owner Verification stating that the prior owner replaced the homes’ copper
24 pipes with PEX or epoxy coating; and (b) the present owner has 30 days within which to
25 submit a written verification that the home had copper pipes (without any epoxy coating) at
26 the time the present owner obtained title to the home. In the event that there is a dispute
27 between a prior and present owner as to whether a prior owner had replaced the copper pipes
28 with PEX or epoxy coating, then the two homeowners shall submit proof supporting their

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

5 **4.5 Requests for Exclusion.** In order to request exclusion from the Class, the Class
6 Member must mail a written Request for Exclusion to the Class Administrator. The Request for
7 Exclusion must be signed by the Class Member, and postmarked no later than the deadline for filing a
8 Request for Exclusion set forth in the Preliminary Approval Order entered by the Court. The Parties
9 agree that they will propose to the Court that the deadline for filing a Request for Exclusion set forth in
10 the Preliminary Approval Order be sixty (60) days after the date Notice was mailed. All Class Members
11 who do not timely and properly file a Request for Exclusion from the Class shall be bound by all
12 proceedings, orders, and judgments in the Action, even if the Class Member has pending, or
13 subsequently initiates, litigation against any of the Defendants relating to the release of Settled Class
14 Claims. A Class Member who chooses to be excluded from the Class will be excluded entirely from the
15 Class and, therefore, from participation in the Settlement.

16 **4.6 Objections to Settlement.** Any member of the Class other than Opt Outs may object
17 to the Settlement, motions for attorneys' fees, costs and/or the proposed incentive awards, and/or the
18 proposed Final Approval Order and Judgment. Any member of the Class who is not an Opt Out and
19 who wishes to file such an objection shall, by the date set forth in the Preliminary Approval Order
20 approved by the Court, mail to the Class Administrator a writing containing a clear and specific
21 statement of the objection, as well as the specific reason(s), if any, for each objection, including any
22 legal support the Class Member wishes to bring to the Court's attention and any evidence the Class
23 Member wishes to introduce in support of the objection. Any member of the Class who is not an Opt
24 Out may file and serve a written objection either on his or her own or through an attorney hired at his or
25 her own expense. Any member of the Class who is not an Opt Out intending to make an appearance at
26 the Fairness Hearing must: (a) file a notice of appearance with the Court no later than the date set in the
27 Preliminary Approval Order approved by the Court or as the Court may otherwise direct; and (b) mail a
28 copy of the notice of appearance postmarked by the date set in the Preliminary Approval Order approved

1 Court in support of the Motion for Preliminary Approval and determination by the Court as to its
2 fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement, the Parties shall
3 apply to the Court for the entry of the Preliminary Approval Order, which shall:

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

5 (b) Approve as to form and content the proposed Notice substantially in the
6 form attached hereto as Exhibit B;

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

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

13 (e) Schedule the Fairness Hearing to be held by the Court to determine:

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

16 (2) Whether the Final Approval Order and Judgment should be
17 entered;

18 (3) Whether Class Counsel's application for an award of attorneys'
19 fees and costs should be approved; and

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

22 (f) Provide that the Fairness Hearing may be continued and adjourned by the
23 Court without further notice to the Class Members;

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

26 (h) Approve the procedure for Class Members to file Requests for Exclusion,
27 substantially in the manner set forth in Section 4.5 of this Settlement Agreement, and setting a deadline
28 for Class Members to exclude themselves from the Class;

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

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

6 VII. FINAL COURT APPROVAL OF THE SETTLEMENT

7 **7.1 Entry of Final Approval Order and Judgment.** At the Fairness Hearing, the Parties
8 will request that the Court, among other things, enter the Final Approval Order and Judgment, in which
9 the Court will: (a) approve the Settlement Agreement as fair, reasonable, adequate, and binding on all
10 members of the Class; (b) enter the Final Approval Order and Judgment in accordance with the terms of
11 this Settlement Agreement; (c) determine the amount and approve the payment of attorneys' fees and
12 costs; (d) determine the amount of any incentive payments to award to the Class Representative; and
13 (e) provide for the entry of judgment in the Action and for the Release of all Released Claims against the
14 Released Parties by the Class Representative and all Class Members who have not submitted valid and
15 timely Requests for Exclusion from the Class.

16 **7.1.0 Final Judgment.** The Final Approval Order and Judgment shall include a final
17 judgment, which shall:

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

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

22 (c) Approve the Class Representative incentive award, insofar as said
23 incentive awards have been granted by the Court;

24 (d) Certify the Class for settlement purposes only;

25 (e) Permanently bar all Class Members (other than Opt Outs) from
26 prosecuting against Plaintiffs' Released Parties any and all of Plaintiffs' Released Claims; and

27 (f) Permanently bar the Class Representative from prosecuting against
28 Plaintiffs' Released Parties any and all of Plaintiffs' Released Claims.

1 **VIII. MISCELLANEOUS PROVISIONS**

2 **8.1 Voiding the Agreement.** If the Court denies the Motion for Preliminary Approval or
3 does not enter the Final Approval Order and Judgment, or if the Court’s entry of the Final Approval
4 Order and Judgment is reversed on appeal, the Settlement and all related papers including the Motion for
5 Preliminary Approval shall not be used nor be admissible in any subsequent proceedings either in this
6 Court or in any other Court or forum, and the \$1,537,500 Settlement Fund shall be returned to
7 Defendants, minus fifty percent (50%) of any actual Class Administrative costs incurred to a limit of
8 \$13,500 from Defendants.

9 **8.2 Signatories’ Authority.** The signatories to the Settlement represent that they are
10 authorized to enter into this Settlement and bind their respective Parties to its terms and conditions.

11 **8.3 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
12 accomplish the terms of this Settlement, including, but not limited to, execution of such documents and
13 to take such other action as may reasonably be necessary to implement the terms of this Settlement. The
14 Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and
15 any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms
16 of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with
17 the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the
18 Court’s Final Judgment.

19 **8.4 No Prior Assignments.** The Parties represent, covenant, and warrant that they have
20 not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or
22 right released and discharged in this Settlement.

23 **8.5 Notices.** Unless otherwise provided herein, all notices, demands, or other
24 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
25 the third business day after emailing and mailing by U.S. registered or certified mail, return receipt
26 requested, addressed as follows:

- 27 (a) To the Class:
28 Richard K. Bridgford, Esq.
Michael H. Artinian, Esq.

1 Bridgford, Gleason & Artinian
2 26 Corporate Plaza, Suite 250
3 Newport Beach, CA 92660
4 mike.artinian@bridgfordlaw.com

5 Richard L. Kellner, Esq.
6 Kabateck LLP
7 633 West Fifth Street, Suite 3200
8 Los Angeles, CA 90017
9 rlk@kbklawyers.com

10 (b) To Defendants:

11 Peter K. Pritchard, Esq.
12 Corey M. Timpson, Esq.
13 Sellar Hazard & Lucia
14 2049 Century Park East, Suite 750
15 Los Angeles, CA 90067-3102
16 ppritchard@sellarlaw.com
17 ctimpson@sellarlaw.com

18 (c) To Cross-Defendant:

19 Daniel G. Pezold, Esq.
20 Murchison & Cummings
21 801 S. Grand
22 Los Angeles, CA 90017
23 dpezold@murchisonlaw.com

24 Nina D. Klawunder, Esq.
25 Grant & Associates
26 7455 Arroyo Crossing Parkway
27 Suite 220
28 Las Vegas, NV 89113
nina.klawunder@aig.com

20 **8.6 Construction.** The Parties agree that the terms and conditions of this Settlement are
21 the result of lengthy, intensive arm's-length negotiations between the Parties' counsel, and that the terms
22 of this Settlement shall not be construed in favor of or against any Party.

23 **8.7 Captions and Interpretations.** Section titles or captions contained in this Settlement
24 are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
25 of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

26 **8.8 Modification.** This Settlement may not be changed, altered, or modified, except in a
27 writing signed by the Parties and their counsel, and approved by the Court. This Settlement may not be
28 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

1 **8.9 Integration Clause.** This Settlement contains the entire agreement between the Parties
2 relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings,
3 representations, and statements, whether oral or written and whether by a Party or such Party’s legal
4 counsel, are merged in this Settlement. No rights under this Settlement may be waived except in a
5 writing signed by the Party making the waiver and its counsel. Notwithstanding the forgoing, it is
6 understood and agreed that Defendants and Cross-defendant will execute a separate settlement
7 agreement documenting the terms and conditions of the settlement of the claims and cross-complaint
8 against Cross-defendant.

9 **8.10 Binding on Assigns.** This Settlement shall be binding upon and inure to the benefit of
10 the Parties, Cross-defendant, Plaintiffs’ Released Parties and their respective heirs, trustees, executors,
11 administrators, successors, and assigns and, where applicable, all of their current or former parent
12 entities, corporations, subsidiaries, related and affiliated companies and entities, officers, directors,
13 agents, representatives, attorneys, insurers, predecessors, successors, assignees, employees, and all
14 individuals or entities acting by, through, under, or in concert with any of them.

15 **8.11 Class Counsel Signatories.** It is agreed that, because the Class Members are so
16 numerous, it is impossible or impractical to have each Class Member execute this Settlement. The
17 Notice will advise all Class Members of the binding nature of the Release. Excepting only the Class
18 Members who timely submit a Request for Exclusion, the Notice shall have the same force and effect as
19 if this Settlement were executed by each Class Member with regard to the Settled Class Claims.

20 **8.12 Counterparts.** This Settlement may be executed in counterparts, and when each Party
21 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
22 and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be
23 binding upon and effective as to all Parties.

24 **8.13 Governing Law.** This Settlement Agreement shall be governed by the laws of the
25 State of California, without regard to choice-of-law principles.

26 **8.14 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation
27 and implementation of this Settlement Agreement.
28

1 **8.15 Venue.** Any and all actions or disputes arising out of this Settlement Agreement,
2 including without limitation the enforcement, interpretation, breach, or attempted rescission of this
3 Settlement Agreement, shall be brought exclusively in this Court.

4 **8.16 Waiver.** Any failure by any Party to insist upon the strict performance by any other
5 Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the
6 provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the
7 right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement
8 Agreement.

9 **8.17 Conflicts.** In the event of conflict between this Settlement Agreement and any other
10 prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement Agreement
11 shall supersede and control. Notwithstanding the forgoing, it is understood and agreed that Defendants
12 and Cross-defendant will execute a separate settlement agreement documenting the terms and conditions
13 of the settlement of the claims and cross-complaint against Cross-defendant.

14 **8.18 Singular/Plural.** The plural of any defined term includes the singular, and the singular
15 of any defined term includes the plural, as the case may be.

16 **8.19 Reasonable Extensions of Time.** Without further order of the Court, the Parties may
17 agree to reasonable extensions of time to carry out any of the provisions of this Settlement.


18 **IT IS SO AGREED:**

19
20 Dated: 11-20-2022

By: 

Kamal Ali
Class Representative Plaintiff

21
22 Dated: 11-20-2022

By: 

Zainab Ali
Class Representative Plaintiff

23
24
25 Dated:

By: _____
John Torphy
Class Representative Plaintiff

1 **8.15 Venue.** Any and all actions or disputes arising out of this Settlement Agreement,
2 including without limitation the enforcement, interpretation, breach, or attempted rescission of this
3 Settlement Agreement, shall be brought exclusively in this Court.

4 **8.16 Waiver.** Any failure by any Party to insist upon the strict performance by any other
5 Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the
6 provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the
7 right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement
8 Agreement.

9 **8.17 Conflicts.** In the event of conflict between this Settlement Agreement and any other
10 prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement Agreement
11 shall supersede and control. Notwithstanding the forgoing, it is understood and agreed that Defendants
12 and Cross-defendant will execute a separate settlement agreement documenting the terms and conditions
13 of the settlement of the claims and cross-complaint against Cross-defendant.

14 **8.18 Singular/Plural.** The plural of any defined term includes the singular, and the singular
15 of any defined term includes the plural, as the case may be.

16 **8.19 Reasonable Extensions of Time.** Without further order of the Court, the Parties may
17 agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

18 **IT IS SO AGREED:**

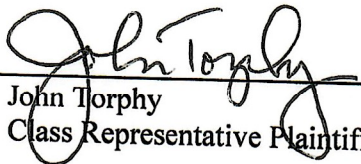
19
20 Dated:

By: _____
Kamal Ali
Class Representative Plaintiff

21
22 Dated:

By: _____
Zainab Ali
Class Representative Plaintiff

23
24
25 Dated: 11-17-2022

26 By: 
John Torphy
Class Representative Plaintiff

1 Dated: 11-17-2022

By: Elizabeth Torphy
Elizabeth Torphy
Class Representative Plaintiff

2
3 Dated:

By: _____

Defendant Warmington Residential
California, Inc. and REBCO Communities,
Inc. f/k/a Warmington Homes California,
Inc.

4
5
6
7 Dated:

By: _____

Cross-Defendant Robbins Plumbing and
Heating Contractors, Inc., a dissolved
California corporation

8
9
10
11 **APPROVED AS TO FORM AND CONTENT:**

12 By: _____
13 Michael H. Artinian, Esq.
14 Bridgford, Gleason & Artinian
15 *Counsel for Plaintiffs*

16 By: _____
17 Richard L. Kellner, Esq.
18 Kabateck LLP
19 *Counsel for Plaintiffs*

20 By: _____
21 Peter K. Pritchard, Esq.
22 Sellar Hazard & Lucia
23 *Counsel for Defendants*

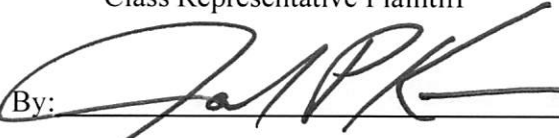
24 By: _____
25 Daniel G. Pezold, Esq
26 Murchison & Cummings LLP
27 *Counsel for Cross-Defendant*

28 By: _____
Nina D. Klawunder, Esq
Grant & Associates
Counsel for Cross-Defendant

1 Dated:

By: _____
Elizabeth Torphy
Class Representative Plaintiff

2
3 Dated: 11-17-2022

4 By:  _____
5 Defendant Warmington Residential
6 California, Inc. and REBCO Communities,
7 Inc. f/k/a Warmington Homes California,
8 Inc.

9 Dated:


10 By: _____
11 Cross-Defendant Robbins Plumbing and
12 Heating Contractors, Inc., a dissolved
13 California corporation

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

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

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

23 By: _____
24 Peter K. Pritchard, Esq.
25 Sellar Hazard & Lucia
26 *Counsel for Defendants*

27 
28 By: _____
29 Daniel G. Pezold, Esq.
30 Murchison & Cummings LLP
31 *Counsel for Cross-Defendant*

32 By: _____
33 Nina D. Klawunder, Esq.
34 Grant & Associates
35 *Counsel for Cross-Defendant*

1 Dated:

By: _____

Elizabeth Torphy
Class Representative Plaintiff

3 Dated:

By: _____

Defendant Warmington Residential
California, Inc. and REBCO Communities,
Inc. f/k/a Warmington Homes California,
Inc.

7 Dated: November 21, 2022

By: _____

Cross-Defendant Robbins Plumbing and
Heating Contractors, Inc., a dissolved
California corporation, executed on their
behalf pursuant to C.C.P. 664.7 by their
insurer retained Counsel of Record, Daniel G.
Pezold, Esq.

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

12 By: _____

13 Michael H. Artinian, Esq.
14 Bridgford, Gleason & Artinian
15 *Counsel for Plaintiffs*

16 By: _____

17 Richard L. Kellner, Esq.
18 Kabateck LLP
19 *Counsel for Plaintiffs*

19 By: _____ For Peter Pritchard

20 Peter K. Pritchard, Esq.
21 Sellar Hazard & Lucia
22 *Counsel for Defendants*

23 By: _____

24 Daniel G. Pezold, Esq
25 Murchison & Cummings LLP
26 *Counsel for Cross-Defendant*

26 By: Nina D. Klawunder

27 Nina D. Klawunder, Esq
28 Grant & Associates
Counsel for Cross-Defendant

1 Dated:

By: _____

Elizabeth Torphy
Class Representative Plaintiff

2
3 Dated:

By: _____

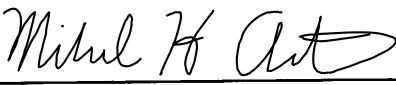
Defendant Warmington Residential
California, Inc. and REBCO Communities,
Inc. f/k/a Warmington Homes California,
Inc.

4
5
6
7 Dated:

By: _____

Cross-Defendant Robbins Plumbing and
Heating Contractors, Inc., a dissolved
California corporation


8
9
10 **APPROVED AS TO FORM AND CONTENT:**

11
12 By:  _____

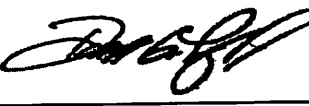
13 Michael H. Artinian, Esq.
14 Bridgford, Gleason & Artinian
15 Counsel for Plaintiffs

16 By:  _____

17 Richard L. Kellner, Esq.
18 Kabateck LLP
19 Counsel for Plaintiffs

20 By:  _____ For Peter Pritchard

21 Peter K. Pritchard, Esq.
22 Sellar Hazard & Lucia
23 Counsel for Defendants

24 By:  _____

25 Daniel G. Pezold, Esq
26 Murchison & Cummings LLP
27 Counsel for Cross-Defendant

28 By:  _____

Nina D. Klawunder, Esq
Grant & Associates
Counsel for Cross-Defendant

EXHIBIT A

<u>HOME ADDRESS</u>	<u>DEVELOPMENT</u>
1 25 Friar Lane, Ladera Ranch CA	Meriden/Covenant Place
2 21 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
3 19 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
4 23 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
5 11 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
6 9 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
7 3 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
8 4 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
9 5 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
10 7 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
11 2 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
12 15 Friar Lane, Ladera Ranch, CA	Meriden/Covenant Place
13 4 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
14 8 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
15 12 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
16 6 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
17 2 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
18 3 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
19 10 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
20 9 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
21 5 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
22 15 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
23 19 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
24 25 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
25 33 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
26 29 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
27 11 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
28 27 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
29 21 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
30 31 Basilica Place, Ladera Ranch, CA	Meriden/Covenant Place
31 31 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
32 17 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
33 27 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
34 21 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
35 25 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
36 29 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
37 26 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
38 19 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
39 23 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
40 7 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
41 15 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
42 6 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
43 2 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place

44	8 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
45	32 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
46	1 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
47	7 Harlequin Street, Ladera Ranch, CA	Meriden/Covenant Place
48	16 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
49	30 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
50	4 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
51	9 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
52	3 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
53	12 Harlequin Street, Ladera Ranch, CA	Meriden/Covenant Place
54	8 Harlequin Street, Ladera Ranch, CA	Meriden/Covenant Place
55	22 Tranquility Place, Ladera Ranch, CA	Meriden/Covenant Place
56	11 Tranquility Street, Ladera Ranch, CA	Meriden/Covenant Place
57	14 Harlequin Street, Ladera Ranch, CA	Meriden/Covenant Place
58	10 Harlequin Street, Ladera Ranch, CA	Meriden/Covenant Place
59	1 Harlequin Street, Ladera Ranch, CA	Meriden/Covenant Place
60	5 Tranquility Street, Ladera Ranch, CA	Meriden/Covenant Place
61	5 Harlequin Street, Ladera Ranch, CA	Meriden/Covenant Place
62	8 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
63	19 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
64	5 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
65	15 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
66	17 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
67	17 Anapmu Street, Ladera Ranch, CA	Arboledo/Covenant Place II
68	14 Brittlestar Road, Ladera Ranch, CA	Arboledo/Covenant Place II
69	4 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
70	2 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
71	17 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
72	9 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
73	1 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
74	23 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
75	11 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
76	11 Anapamu, Ladera Ranch, CA	Arboledo/Covenant Place II
77	21 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
78	15 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
79	21 Anapuma Street, Ladera Ranch, CA	Arboledo/Covenant Place II
80	23 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
81	25 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
82	2 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
83	5 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
84	11 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
85	5 Anapamu Street, Ladera Ranch, CA	Arboledo/Covenant Place II
86	27 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
87	3 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II

88	4 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
89	21 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
90	9 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
91	23 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
92	18 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
93	6 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
94	11 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
95	8 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
96	17 Sam Street Ladera Ranch, CA	Arboledo/Covenant Place II
97	22 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
98	9 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
99	6 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
100	21 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
101	9 Anapuma Street, Ladera Ranch, CA	Arboledo/Covenant Place II
102	3 Anapamu Street, Ladera Ranch, CA	Arboledo/Covenant Place II
103	15 Anapamu Street, Ladera Ranch, CA	Arboledo/Covenant Place II
104	5 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
105	19 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
106	3 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
107	7 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
108	1 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
109	15 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
110	17 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
111	19 Anapamu Street, Ladera Ranch, CA	Arboledo/Covenant Place II
112	8 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
113	19 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
114	7 Ali Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
115	21 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
116	1 Anapamu Street, Ladera Ranch, CA	Arboledo/Covenant Place II
117	7 Anapuma Street, Ladera Ranch, CA	Arboledo/Covenant Place II
118	15 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
119	19 Sam Street, Ladera Ranch, CA	Arboledo/Covenant Place II
120	25 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II
121	16 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
122	7 Brittlestar Rd., Ladera Ranch, CA	Arboledo/Covenant Place II
123	11 Anna Lane, Ladera Ranch, CA	Arboledo/Covenant Place II

EXHIBIT B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

Kamal Ali, et al. v. Warmington Residential California, Inc., et al.
Case No. 30-2013-00689593-CU-CD-CXC

**NOTICE OF PENDENCY OF CERTIFIED CLASS ACTION, PROPOSED
CLASS ACTION SETTLEMENT AND FAIRNESS HEARING DATE FOR
COURT APPROVAL**

**TO: A PRESENT OR FORMER OWNER OF [ADDRESS], A RESIDENTIAL HOME CONSTRUCTED BY
WARMINGTON RESIDENTIAL CALIFORNIA, INC. AND/OR REBCO COMMUNITIES, INC. F/K/A
WARMINGTON HOMES CALIFORNIA IN THE MARIDEN AND ARBOLEDO COMMUNITIES IN
LADERA RANCH, CALIFORNIA (THE “PROJECT”)**

**YOU MAY BE A MEMBER OF A CERTIFIED CALIFORNIA CLASS ACTION AND YOU MAY BE
ENTITLED TO RECEIVE COMPENSATION UNDER A PROPOSED CLASS ACTION SETTLEMENT**

A California State Court authorized this Notice. This is not a solicitation from a lawyer.

- Please read the information below carefully to learn more about the case and your options. Your legal rights may be affected.
- A lawsuit has been certified as a class action by the Hon. Glenda Sanders.
- In addition, after the lawsuit was certified as a class action, **a proposed settlement has been reached** between defendants Warmington Residential California, Inc. and/or REBCO Communities, Inc. f/k/a Warmington Homes California (“Warmington”) and the Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy [as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004] on behalf of a “Settlement Class”, as defined in this notice.
- The lawsuit alleges that the Defendants are liable for the costs of replacing the copper pipes that were originally installed in the homes. Plaintiffs contend that the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes.
- **The individuals who may be entitled to participate in this class action and the proposed Settlement are:**
 - All present owners of residential homes constructed in the Meriden and Arboledo Communities by Warmington Residential California, Inc. and/or REBCO Communities, Inc. f/k/a Warmington Homes California (“Warmington”) in Ladera Ranch whose copper pipes have not been replaced with PEX or epoxy coating by prior owners of the homes by prior owners of the homes; or

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

- Prior owners of residential homes constructed by Warmington in the Meriden and Arboledo Communities in Ladera Ranch who have already replaced their copper pipes with PEX or epoxy coating by prior owners of the homes,
- Provided that, for any class member
 - The homes were substantially completed within ten years of the filing of the original complaint in this action (or November 21, 2003)
 - The original purchase agreements were signed by the builder on or after 1/1/2003 and
 - Their claims to SB 800 relief have not been released.

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

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate to the Class, and falling within the range of possible final approval. The settlement may affect your legal rights and you have certain choices to make now.

The settlement will provide for a fund of \$1,537,500.00 to cover payments to approximately 123 Class members, settlement administration expenses, attorneys’ fees and litigation expenses, an incentive for the Class Representative, 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 incentive.

To be a member of the Class, you must be a present owner of a home listed on Exhibit A hereto whose copper pipes were not replaced by prior owners, or you must be a prior owner of a home listed on Exhibit A hereto 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 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 if you qualify as a class member, but you will be giving up any rights you may have to separately sue Defendants and the Released Parties 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

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

	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 fairness 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 in charge of this case 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. Are there exceptions to being included?
7. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Class?
8. 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

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

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORMPAGE 8

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

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 8

13. If I exclude myself, can I get anything from the settlement?
14. If I don't exclude myself, can I sue later?
15. How do I get out of the settlement?

THE LAWYERS REPRESENTING YOUPAGE 9

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

OBJECTING TO THE SETTLEMENTPAGE 10

18. How do I tell the Court if I don't agree with the settlement?
19. What's the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARINGPAGE 11

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

IF YOU DO NOTHINGPAGE 13

23. What happens if I do nothing at all?

GETTING MORE INFORMATIONPAGE 13

24. How do I get more information?

BASIC INFORMATION

1. Why was Class Notice Issued?

This lawsuit, entitled *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et al.*, Case No. 30-2013-00689593-CU-CD-CXC, was filed on November 21, 2013 and is presently pending in the Superior Court of the State of California, County of Orange.

You have received this notice because you may be a member of the Class. The Class is defined as follows:

(1) All present owners of residential homes in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Warmington and substantially completed within ten (10) years of the filing of the original complaint in this action, (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.

You have been potentially identified as a member of the Class because you are in the chain of title for the homes included within this Class.

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 to the Class members, 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 fairness hearing to consider final settlement approval, and your legal rights and options.

2. What is the lawsuit about?

The lawsuit that is being settled is entitled *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et al.*, Case No. 30-2013-00689593-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange. The case is a "class action." That means that the "Named Plaintiffs and Class Representatives," Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy [as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004], are acting on behalf of all persons who are part of the above-defined class (this group is called the "Class Members.") Class Members own Class Homes that contain copper pipes that purportedly are inadequate and defective for the water conditions in Ladera Ranch, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendants deny all allegations of wrongdoing and of liability, and deny that Plaintiff and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendants by any court.

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

On July 26, 2022, the Hon. Glenda Sanders issued a ruling that this case may proceed as a class action.

3. Why is this a class action?

In a class action, one or more Plaintiffs (in this case, Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy [as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004]) sue on behalf of people who have similar claims. In this case, Plaintiffs have sued Warmington based on the copper pipe allegations summarized above.

Through a class action, the Court resolves the relevant issues for all Class members, except for those who exclude themselves from the Class. The Court determined that this case could proceed as a class action case in an Order dated July 22, 2022. Through that Order, the Court defined the Class as follows: “(1) All present owners of residential homes in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Warmington and substantially completed within ten (10) years of the filing of the original complaint in this action, (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.”

SB 800 is a California statute governing claims for alleged construction defects.

The Court has not decided whether the Plaintiffs or Defendants are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Class will win or lose the case. The Class must prove their claims at trial.

4. Why is there a settlement?

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

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate to the Class members, 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 definition, which is:

(1) All present owners of residential homes in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Warmington and substantially completed within ten (10) years of the

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

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

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 the homes listed in Exhibit A.

Based upon the class definition:

- If the copper pipes in a home listed in Exhibit A were not replaced with PEX or epoxy coating by a prior owner, the present owner is a member of the class – and all prior owners are NOT members of the Class.
- If a prior owner replaced the copper pipes with PEX or epoxy coatings, that prior owner is a member of the class – and all other owners in the chain of title are NOT members of the Class.

6. Are there exceptions to being included?

Yes. The 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 14-16 below describe how to opt-out of the 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 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 home listed in Exhibit A and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a home listed in Exhibit A and replaced the copper pipes in the home with PEX or epoxy coatings.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

Defendants will establish a settlement fund totaling \$1,537,500. The settlement fund will provide payment for the following: (a) payments to the Class members who have not opted out of the settlement, (b) the expense of administration of the settlement incurred by the Settlement

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

Administrator, (c) any incentive awarded to the Class Representative, 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 who did not opt out, in equal shares. Any payments which are not negotiated by the Class members, after reasonable and diligent efforts by the settling parties and Settlement Administrator, will be treated as Unclaimed Property under California's Unclaimed Property Law and will be deposited with the California State Controller.

The parties will request Court approval for the payment of expenses actually incurred by the Settlement Administrator from the settlement fund, up to a maximum of \$27,000.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 collectively for the J. Kamal and Zainab Ali (\$10,000) and for John and Elizabeth Torphy (\$10,000) their efforts on behalf of the Class. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$512,500.00) and litigation expenses not to exceed \$35,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable to the Class, and will not exceed these maximum amounts.

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

The proposed settlement fund is \$1,537,500.00. There are 123 estimated Class members. If the Court approves the maximum permissible request for settlement administration expenses (\$27,000.00), the Class Representatives' incentives (\$20,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$547,500.00), the net settlement fund amount would be \$943,000. Each of the approximately 123 Class members would receive approximately \$7,666.66. The funds allocated to Class members who opt-out will be returned to Defendants.

These figures could change depending on the Court's approval of each portion 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 who did not opt out will be releasing Defendants and their insurers 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, by the Releasing Parties against Defendants and their insurers, including claims for penalties, attorneys' fees and costs of such, that arise from the installation or use of copper pipes in the Homes and any alleged violations of California Civil

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

Code § 895 et seq. arising from the installation of 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 homes identified in Exhibit A, against any parties, including Defendants, which are not alleged in the Action.

The precise terms of the settlement's "release," which defines the claims given up by the Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, www._____.com. 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 you do not opt out, 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.

12. When will I get my payment?

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

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 fairness 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.

If you wish to exclude yourself from the settlement, you are strongly advised to obtain the advice of counsel.

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.

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

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

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

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

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

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

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$547,500.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to exceed \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$27,000.00.

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 to the Class, and cannot exceed the foregoing maximum amounts. Class Counsels’ fees and expenses, the Class Representatives’ 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 and you did not opt out of the settlement, 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 *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et al.*, Case No. 30-2013-00689593-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 concerning the objection, 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 fairness 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?

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

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 Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a 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 Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a fairness 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 fairness hearing at 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 fairness hearing may be moved by the Court to a different date or time without additional notice. At the fairness 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 fairness 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 fairness hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendants will answer any questions the judge may have. If you submitted an objection, you do not have to come to the fairness 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 fairness 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 may ask the Court for permission to speak at the fairness hearing in support of the Settlement. Any Class member who does not request exclusion and who timely and properly submits an objection to the settlement may ask the Court for permission to speak at the fairness hearing in support of the objection.

To request to speak at the fairness 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 fairness hearing in the matter *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et. al.*, Case No. 30-2013-00689593-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name,

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. If the Class member wishes to present the testimony of any witness at the fairness hearing, the request must also identify each such witness. 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.

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

SETTLEMENT ADMINISTRATOR
ILYM

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

IF YOU DO NOTHING

23. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

24. How do I get more information?

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

To Visit the Settlement Website:

www.**_____**.com

To Contact the Claims Administrator:

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

Toll Free Number: [REDACTED]

Email: [REDACTED]

Contact the Attorneys for the Class:

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

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

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

Dated: _____, 2022

Honorable Peter Wilson
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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

J KAMAL ALI, an individual; and
ZAINAB ALI, an individual; JOHN
TORPHY, an individual, and ELIZABETH
TORPHY, an individual (as Trustees of the
JOHN C. TORPHY AND ELIZABETH M.
TORPHY TRUST DATED 5/5/2004); on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

WARMINGTON RESIDENTIAL
CALIFORNIA, INC., a Corporation;
REBCO COMMUNITIES, INC. f/k/a
WARMINGTON HOMES CALIFORNIA,
INC., a Corporation; PLUMBING
CONCEPTS, INC., a Corporation;
MUELLER INDUSTRIES, INC., a
Corporation; and DOES 1-100,
Defendants.

AND RELATED CROSS-CLAIMS.

CASE NO. 30-2013-00689593-CU-CD-CXC

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

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

Hearing Date: _____
Time: 1:30 p.m.
Dept.: CX-101

Complaint Filed: November 21, 2013

WHEREAS, Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004 (“Plaintiffs”) and Defendants Warmington Residential California, Inc. and REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. (“Defendants”), have reached a proposed settlement and compromise of the disputes between them in the above actions, which is embodied in the Settlement Agreement, as amended, filed with the Court;

1 WHEREAS, the Court by Hon. Glenda Sanders previously granted Plaintiff’s motion for
2 class certification on July 26, 2022, and duly appointed Bridgford, Gleason & Artinian, Kabateck
3 LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed Kamal Ali and Zainab
4 Ali, and John Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M.
5 Torphy Trust Dated 5/5/2004 as class representatives,

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

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

12 AND NOW, the Court, having read and considered the Settlement Agreement and
13 accompanying documents and the motion for preliminary settlement approval and supporting
14 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
15 Preliminary approval of the Settlement (as amended) on _____, IT IS HEREBY ORDERED
16 AS FOLLOWS:

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

19 2. The Court grants preliminary approval of the terms and conditions
20 contained in the Settlement Agreement, as amended (hereinafter referred to as “Settlement
21 Agreement”). The Court preliminarily finds that the terms of the Settlement Agreement are within
22 the range of possible approval at the Final Approval Hearing.

23 3. The Court preliminarily finds that the Settlement Agreement was the
24 product of serious, informed, non-collusive negotiations conducted at arms’ length by the parties.
25 In making this preliminary finding, the Court considered the nature of the claims, the amounts and
26 kinds of benefits paid in settlement, the allocation of settlement proceeds among the class
27 members, and the fact that a settlement represents a compromise of the Parties’ respective positions
28

1 rather than the result of a finding of liability at trial.

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

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

10 6. The parties have identified the homes included within the class definition
11 of the class that this Court certified on July 26, 2022 and thus, for purposes of the proposed
12 Settlement, and conditioned upon the Agreement receiving final approval following the fairness
13 hearing and that order becoming final, the certified class shall be further defined as follows:

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

22 7. Plaintiffs and Class Counsel are authorized to enter into the Settlement
23 Agreement on behalf of the Class, subject to final approval by this Court of the Settlement.
24 Plaintiffs and Class Counsel are authorized to act on behalf of the Class with respect to all acts
25 required by the Settlement Agreement or such other acts which are reasonably necessary to
26 consummate the proposed Settlement set forth in the Settlement Agreement.
27

28 8. The Court approves ILYM Group Inc. ("ILYM") as Class Administrator to

1 administer the notice and claims procedures of the Settlement for the purpose of administering the
2 proposed Settlement and performing all other duties and obligations of the Settlement
3 Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as may
4 otherwise be ordered by the Court, with the understanding that ILYM's compensation will be
5 capped at \$27,000.00.

6 9. The Court approves, as to form and content, the Full Notice (attached to the
7 Settlement Agreement as Exhibit "B"). The Court hereby instructs the Settling Parties to proceed
8 with Class Notice in the manner and on the schedule set forth in the Settlement Agreement as
9 follows:

- 10 a. The Class Administrator shall serve by U.S. Mail the Class Notice, Opt-
11 Out Form and Prior Owner Verification Form on all individuals within
12 the chain of title of the Class Homes listed on Exhibit "A" to the
13 Settlement Agreement;
- 14 b. For a Prior Owner of a home in the Class List to be included as a Class
15 Member, that Prior Owner must submit by mail or electronic means a
16 Prior Owner Verification Form to the Class Administrator by November
17 7, 2022 (Exhibit "E" to Settlement Agreement) that verifies that the
18 Prior Owner replaced the copper pipes in the Class Home with PEX or
19 epoxy coating of the pipes.
- 20 i. In the event a prior owner submits a Prior Owner Verification
21 Form stating that the prior owner has replaced the homes' copper
22 pipes with PEX or epoxy coating, then the Class Administrator
23 shall provide the present owner with written notice: (a) that a
24 prior owner has submitted a Prior Owner Verification stating
25 that the prior owner replaced the homes' copper pipes with PEX
26 or epoxy coating; and (b) the present owner has 30 days within
27 which to submit a written verification to the Class Administrator
28

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

- 12 c. For a Present Owner of a home in the Class List to be included as a Class
13 Member, the Present Owner must not submit an Opt-Out Form and there
14 must not be a Prior Owner Verification Form submitted by a Prior
15 Owner for the subject Class Home.
- 16 d. For all Notice papers returned as undeliverable or changed address, the
17 Class Administrator shall re-send the Notice documents after a skip-
18 trace.

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

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

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

1 Confidential.”

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

6 14. The Class Administrator must also create a dedicated website for this
7 Settlement, which will provide a portal for electronic submission of Opt-Out Forms, Prior Owner
8 Verification Forms and any Objections to the Settlement. The dedicated website shall also make
9 available the Settlement Agreement, the pleadings submitted in support of preliminary approval,
10 approval of attorneys’ fees, costs and class representative enhancements, and final approval. The
11 dedicated website shall also make available all Orders by this Court with respect to aforesaid
12 motions.

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

21 16. Any member of the Class who desires to be excluded from the Class, and
22 therefore not be bound by the terms of the Settlement Agreement, must submit to the Class
23 Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written
24 Request for Exclusion (attached as Exhibit “D” to the Settlement Agreement).

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

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

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

11 20. Any member of the Class who elects to be excluded shall not be entitled to
12 receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any
13 claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement
14 Agreement or appear at the Final Approval Hearing. The names of all persons timely submitting
15 valid Requests for Exclusion shall be provided to the Court.

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

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

24 23. A Final Approval Hearing shall be held before this Court at **1:30 p.m. on**
25 _____ in Dept. CX-101 of the Orange County Superior Court, to address: (a) whether
26 the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether
27 the Final Approval Order and Judgment should be entered; and (b) whether Class Counsel's
28 application for attorneys' fees, costs, expenses and incentive awards should be approved. The date

1 and time of the Fairness Hearing shall be set forth in the Class Notice. The Court retains
2 jurisdiction to consider all further applications arising out of or in connection with the Settlement
3 Agreement.

4 24. If the Settlement is finally approved by the Court, the Court shall retain
5 jurisdiction over the Settling Parties, the Class Members, and this Action, only with respect to
6 matters arising out of, or in connection with, the Settlement, and may issue such orders as
7 necessary to implement the terms of the Settlement. The Court may approve the Settlement, with
8 such modifications as may be agreed to by the Settling Parties, without further notice to the Class
9 Members.

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IT IS SO ORDERED.

Dated:

Hon. Peter Wilson

JUDGE OF THE ORANGE COUNTY SUPERIOR COURT

EXHIBIT D

REQUEST FOR EXCLUSION FROM CLASS ACTION

J. Kamal Ali, et al. v. Warmington Residential California, Inc., et al., Case No. 30-2013-00689593-CU-CD-CXC

To: Class Administrator

))))

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

_____, requests to be excluded from the class of plaintiffs 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

J. Kamal Ali, et al. v. Warmington Residential California, Inc., et. al., Case No. 30-2013-00689593-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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

Kamal Ali, et al. v. Warmington Residential California, Inc., et al.
Case No. 30-2013-00689593-CU-CD-CXC

**NOTICE OF PENDENCY OF CERTIFIED CLASS ACTION, PROPOSED
CLASS ACTION SETTLEMENT AND FAIRNESS HEARING DATE FOR
COURT APPROVAL**

**TO: A PRESENT OR FORMER OWNER OF [ADDRESS], A RESIDENTIAL HOME CONSTRUCTED BY
WARMINGTON RESIDENTIAL CALIFORNIA, INC. AND/OR REBCO COMMUNITIES, INC. F/K/A
WARMINGTON HOMES CALIFORNIA IN THE MARIDEN AND ARBOLEDO COMMUNITIES IN
LADERA RANCH, CALIFORNIA (THE “PROJECT”)**

**YOU MAY BE A MEMBER OF A CERTIFIED CALIFORNIA CLASS ACTION AND YOU MAY BE
ENTITLED TO RECEIVE COMPENSATION UNDER A PROPOSED CLASS ACTION SETTLEMENT**

A California State Court authorized this Notice. This is not a solicitation from a lawyer.

- Please read the information below carefully to learn more about the case and your options. Your legal rights may be affected.
- A lawsuit has been certified as a class action by the Hon. Glenda Sanders.
- In addition, after the lawsuit was certified as a class action, **a proposed settlement has been reached** between defendants Warmington Residential California, Inc. and/or REBCO Communities, Inc. f/k/a Warmington Homes California (“Warmington”) and the Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy [as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004] on behalf of a “Settlement Class”, as defined in this notice.
- The lawsuit alleges that the Defendants are liable for the costs of replacing the copper pipes that were originally installed in the homes. Plaintiffs contend that the pipes have corroded and will inevitably leak, so as to impede the useful life of the copper pipes.
- **The individuals who may be entitled to participate in this class action and the proposed Settlement are:**
 - All present owners of residential homes constructed in the Mariden and Arboledo Communities by Warmington Residential California, Inc. and/or REBCO Communities, Inc. f/k/a Warmington Homes California (“Warmington”) in Ladera Ranch whose copper pipes have not been replaced with PEX or epoxy coating by prior owners of the homes by prior owners of the homes; or

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- Prior owners of residential homes constructed by Warmington in the Mariden and Arboledo Communities in Ladera Ranch who have already replaced their copper pipes with PEX or epoxy coating by prior owners of the homes,
- Provided that, for any class member
 - The homes were substantially completed within ten years of the filing of the original complaint in this action (or November 21, 2003)
 - The original purchase agreements were signed by the builder on or after 1/1/2003 and
 - Their claims to SB 800 relief have not been released.
 - home’s copper pipes with PEX or epoxy coating.

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

The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate to the Class, and falling within the range of possible final approval. The settlement may affect your legal rights and you have certain choices to make now.

The settlement will provide for a fund of \$1,527,500.00 to cover payments to approximately 123 Class members, settlement administration expenses, attorneys’ fees and litigation expenses, an incentive for the Class Representative, 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 incentive.

To be a member of the Class, you must be a present owner of a home listed on Exhibit A hereto whose copper pipes were not replaced by prior owners, or you must be a prior owner of a home listed on Exhibit A hereto 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 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 if you qualify as a class member, but you will be giving up any rights you may have to separately sue Defendants and the Released Parties for any legal claims released by this Settlement. See Questions 8-9 and 22, <i>below</i> .

<p>EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE],</p>	<p>You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against 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>.</p>
<p>OBJECT BY [60 DAYS AFTER DATE OF NOTICE], 2022,</p>	<p>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 fairness hearing to present your disagreement to the Court. See Questions 18-20, <i>below</i>.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Settlement Administrator, ILYM, at (866) 826-2818, or [email address] or Class Counsel, **Bridgford Gleason & Artinian** at (949) 831-6611 or mike.artinian@bridgfordlaw.com.
- The Court in charge of this case still has to decide whether to provide final approval of the settlement. Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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3. Why is this a class action?
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BASIC INFORMATION

1. Why was Class Notice Issued?

This lawsuit, entitled *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et al.*, Case No. 30-2013-00689593-CU-CD-CXC, was filed on November 21, 2013 and is presently pending in the Superior Court of the State of California, County of Orange.

You have received this notice because you may be a member of the Class. The Class is defined as follows:

(1) All present owners of residential homes in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Warmington and substantially completed within ten (10) years of the filing of the original complaint in this action, (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.

You have been potentially identified as a member of the Class because you are in the chain of title for the homes included within this Class.

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 to the Class members, 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 fairness hearing to consider final settlement approval, and your legal rights and options.

2. What is the lawsuit about?

The lawsuit that is being settled is entitled *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et al.*, Case No. 30-2013-00689593-CU-CD-CXC is presently pending in the Superior Court of the State of California, County of Orange. The case is a "class action." That means that the "Named Plaintiffs and Class Representatives," Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy [as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004], are acting on behalf of all persons who are part of the above-defined class (this group is called the "Class Members.") Class Members own Class Homes that contain copper pipes that purportedly are inadequate and defective for the water conditions in Ladera Ranch, California. Class Members have claims for violations of standards of residential construction enumerated in California Civil Code § 895, et seq., and various other claims.

Defendants deny all allegations of wrongdoing and of liability, and deny that Plaintiff and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendants by any court.

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

On July 26, 2022, the Hon. Glenda Sanders issued a ruling that this case may proceed as a class action.

3. Why is this a class action?

In a class action, one or more Plaintiffs (in this case, Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy [as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004]) sue on behalf of people who have similar claims. In this case, Plaintiffs have sued Warmington based on the copper pipe allegations summarized above.

Through a class action, the Court resolves the relevant issues for all Class members, except for those who exclude themselves from the Class. The Court determined that this case could proceed as a class action case in an Order dated July 22, 2022. Through that Order, the Court defined the Class as follows: “(1) All present owners of residential homes in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Warmington and substantially completed within ten (10) years of the filing of the original complaint in this action, (b) the original purchase agreements were signed by the builder on or after January 1, 2003, and (c) their SB 800 claims were not released.”

SB 800 is a California statute governing claims for alleged construction defects.

The Court has not decided whether the Plaintiffs or Defendants are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Class will win or lose the case. The Class must prove their claims at trial.

4. Why is there a settlement?

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

The Class Representatives believe that a class-wide settlement is in the best interests of the Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate to the Class members, 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 definition, which is:

(1) All present owners of residential homes in the Class Area whose copper pipe systems have not been replaced with PEX or epoxy coating by prior owners of the homes, or (2) prior owners of homes in the Class Area who replaced their copper pipe systems with PEX or epoxy coating, provided that: (a) the homes were constructed by Warmington and substantially completed within ten (10) years of the

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

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 the homes listed in Exhibit A.

Based upon the class definition:

- If the copper pipes in a home listed in Exhibit A were not replaced with PEX or epoxy coating by a prior owner, the present owner is a member of the class – and all prior owners are NOT members of the Class.
- If a prior owner replaced the copper pipes with PEX or epoxy coatings, that prior owner is a member of the class – and all other owners in the chain of title are NOT members of the Class.

6. Are there exceptions to being included?

Yes. The 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 14-16 below describe how to opt-out of the 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 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 home listed in Exhibit A and whose copper pipes were not replaced with PEX or epoxy coating by a prior owner; or (b) previously owned a home listed in Exhibit A and replaced the copper pipes in the home with PEX or epoxy coatings.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

Defendants will establish a settlement fund totaling \$1,537,500. The settlement fund will provide payment for the following: (a) payments to the Class members who have not opted out of the settlement, (b) the expense of administration of the settlement incurred by the Settlement

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

Administrator, (c) any incentive awarded to the Class Representative, 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 who did not opt out, in equal shares. Any payments which are not negotiated by the Class members, after reasonable and diligent efforts by the settling parties and Settlement Administrator, will be treated as Unclaimed Property under California's Unclaimed Property Law and will be deposited with the California State Controller.

The parties will request Court approval for the payment of expenses actually incurred by the Settlement Administrator from the settlement fund, up to a maximum of \$27,000.00. An incentive award on behalf of the Class Representatives will be requested in an amount not to exceed \$20,000.00 collectively for the J. Kamal and Zainab Ali (\$10,000) and for John and Elizabeth Torphy (\$10,000) their efforts on behalf of the Class. Class Counsel will request an award of attorneys' fees not to exceed 33 1/3% of the Settlement Fund (i.e. \$512,500.00) and litigation expenses not to exceed \$35,000.00. Any such amounts to be paid from the settlement fund must first be approved by the Court as being fair and reasonable to the Class, and will not exceed these maximum amounts.

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

The proposed settlement fund is \$1,537,500.00. There are 123 estimated Class members. If the Court approves the maximum permissible request for settlement administration expenses (\$27,000.00), the Class Representatives' incentives (\$20,000.00), and Class Counsel's attorneys' fees and litigation expenses (\$547,500.00), the net settlement fund amount would be \$943,000. Each of the approximately 123 Class members would receive approximately \$7,666.66. The funds allocated to Class members who opt-out will be returned to Defendants.

These figures could change depending on the Court's approval of each portion 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 who did not opt out will be releasing Defendants and their insurers 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, by the Releasing Parties against Defendants and their insurers, including claims for penalties, attorneys' fees and costs of such, that arise from the installation or use of copper pipes in the Homes and any alleged violations of California Civil

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Code § 895 et seq. arising from the installation of 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 homes identified in Exhibit A, against any parties, including Defendants, which are not alleged in the Action.

The precise terms of the settlement’s “release,” which defines the claims given up by the Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator’s website, www._____.com. 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 you do not opt out, 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.

12. When will I get my payment?

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

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 fairness 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.

If you wish to exclude yourself from the settlement, you are strongly advised to obtain the advice of counsel.

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.

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

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

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

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

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

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

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$547,500.00, for their efforts and expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon their agreement.

Class Counsel will also make an application to the Court for an incentive award for the Class Representatives, in an amount not to exceed \$20,000.00, for their personal efforts and contributions on behalf of the class in litigating this action for nine years and obtaining the settlement.

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to ILYM for its work administering the settlement, up to a maximum amount of \$27,000.00.

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 to the Class, and cannot exceed the foregoing maximum amounts. Class Counsels’ fees and expenses, the Class Representatives’ 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 and you did not opt out of the settlement, 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 *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et al.*, Case No. 30-2013-00689593-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 concerning the objection, 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 fairness 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?

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

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 Class. If your objection is overruled and that ruling becomes final, you will still: (i) remain a 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 Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a fairness 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 fairness hearing at 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 fairness hearing may be moved by the Court to a different date or time without additional notice. At the fairness 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 fairness 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 fairness hearing for the Court to issue a ruling.

21. Do I have to come to the hearing?

No. Class Counsel and counsel for Defendants will answer any questions the judge may have. If you submitted an objection, you do not have to come to the fairness 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 fairness 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 may ask the Court for permission to speak at the fairness hearing in support of the Settlement. Any Class member who does not request exclusion and who timely and properly submits an objection to the settlement may ask the Court for permission to speak at the fairness hearing in support of the objection.

To request to speak at the fairness 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 fairness hearing in the matter *J. Kamal Ali, et al. v. Warmington Residential California, Inc., et. al.*, Case No. 30-2013-00689593-CU-CD-CXC, Superior Court of the State of California, County of Orange. You must also include your name,

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

address, telephone number, and your signature, and (if applicable) the name, address, telephone number, and signature of your attorney. If the Class member wishes to present the testimony of any witness at the fairness hearing, the request must also identify each such witness. 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.

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

SETTLEMENT ADMINISTRATOR
ILYM

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

IF YOU DO NOTHING

23. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

24. How do I get more information?

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

To Visit the Settlement Website:

www.**_____**.com

To Contact the Claims Administrator:

Questions? Visit www.WarmingtonCopperPipeClassAction.com or call toll-free at 1-877-_____

Toll Free Number: [REDACTED]

Email: [REDACTED]

Contact the Attorneys for the Class:

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

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

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

Dated: _____, 2022

Honorable Lon Hurwitz
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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

J KAMAL ALI, an individual; and
ZAINAB ALI, an individual; JOHN
TORPHY, an individual, and ELIZABETH
TORPHY, an individual (as Trustees of the
JOHN C. TORPHY AND ELIZABETH M.
TORPHY TRUST DATED 5/5/2004); on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

WARMINGTON RESIDENTIAL
CALIFORNIA, INC., a Corporation;
REBCO COMMUNITIES, INC. f/k/a
WARMINGTON HOMES CALIFORNIA,
INC., a Corporation; PLUMBING
CONCEPTS, INC., a Corporation;
MUELLER INDUSTRIES, INC., a
Corporation; and DOES 1-100,
Defendants.

AND RELATED CROSS-CLAIMS.

CASE NO. 30-2013-00689593-CU-CD-CXC

Assigned for all purposes to:
Hon. Lon Hurwitz
Dept: CX-101

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

Hearing Date: _____
Time: 1:30 p.m.
Dept.: CX-101

Complaint Filed: November 21, 2013

WHEREAS, Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004 (“Plaintiffs”) and Defendants Warmington Residential California, Inc. and REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. (“Defendants”), have reached a proposed settlement and compromise of the disputes between them in the above actions, which is embodied in the Settlement Agreement, as amended, filed with the Court;

1 WHEREAS, the Court by Hon. Glenda Sanders previously granted Plaintiff’s motion for
2 class certification on July 26, 2022, and duly appointed Bridgford, Gleason & Artinian, Kabateck
3 LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed Kamal Ali and Zainab
4 Ali, and John Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M.
5 Torphy Trust Dated 5/5/2004 as class representatives,

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

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

12 AND NOW, the Court, having read and considered the Settlement Agreement and
13 accompanying documents and the motion for preliminary settlement approval and supporting
14 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
15 Preliminary approval of the Settlement (as amended) on _____, IT IS HEREBY ORDERED
16 AS FOLLOWS:

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

19 2. The Court grants preliminary approval of the terms and conditions
20 contained in the Settlement Agreement, as amended (hereinafter referred to as “Settlement
21 Agreement”). The Court preliminarily finds that the terms of the Settlement Agreement are within
22 the range of possible approval at the Final Approval Hearing.

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

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

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

10 6. The parties have identified the homes included within the class definition
11 of the class that this Court certified on July 26, 2022 and thus, for purposes of the proposed
12 Settlement, and conditioned upon the Agreement receiving final approval following the fairness
13 hearing and that order becoming final, the certified class shall be further defined as follows:

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

22 7. Plaintiffs and Class Counsel are authorized to enter into the Settlement
23 Agreement on behalf of the Class, subject to final approval by this Court of the Settlement.
24 Plaintiffs and Class Counsel are authorized to act on behalf of the Class with respect to all acts
25 required by the Settlement Agreement or such other acts which are reasonably necessary to
26 consummate the proposed Settlement set forth in the Settlement Agreement.
27

28 8. The Court approves ILYM Group Inc. ("ILYM") as Class Administrator to

1 administer the notice and claims procedures of the Settlement for the purpose of administering the
2 proposed Settlement and performing all other duties and obligations of the Settlement
3 Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as may
4 otherwise be ordered by the Court, with the understanding that ILYM's compensation will be
5 capped at \$27,000.00.

6 9. The Court approves, as to form and content, the Full Notice (attached to the
7 Settlement Agreement as Exhibit "B"). The Court hereby instructs the Settling Parties to proceed
8 with Class Notice in the manner and on the schedule set forth in the Settlement Agreement as
9 follows:

- 10 a. The Class Administrator shall serve by U.S. Mail the Class Notice, Opt-
11 Out Form and Prior Owner Verification Form on all individuals within
12 the chain of title of the Class Homes listed on Exhibit "A" to the
13 Settlement Agreement;
- 14 b. For a Prior Owner of a home in the Class List to be included as a Class
15 Member, that Prior Owner must submit by mail or electronic means a
16 Prior Owner Verification Form to the Class Administrator by November
17 7, 2022 (Exhibit "E" to Settlement Agreement) that verifies that the
18 Prior Owner replaced the copper pipes in the Class Home with PEX or
19 epoxy coating of the pipes.
- 20 i. In the event a prior owner submits a Prior Owner Verification
21 Form stating that the prior owner has replaced the homes' copper
22 pipes with PEX or epoxy coating, then the Class Administrator
23 shall provide the present owner with written notice: (a) that a
24 prior owner has submitted a Prior Owner Verification stating
25 that the prior owner replaced the homes' copper pipes with PEX
26 or epoxy coating; and (b) the present owner has 30 days within
27 which to submit a written verification to the Class Administrator
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1 that the home had copper pipes (without any epoxy coating) at
2 the time the present owner obtained title to the home. In the
3 event that there is a dispute between a prior and present owner
4 as to whether a prior owner had replaced the copper pipes with
5 PEX or epoxy coating, then the two homeowners shall submit
6 proof supporting their claims to the Class Administrator who
7 will forward such documentation to Hon. Nancy Weiben Stock
8 (ret.) of JAMS who: (a) shall serve as arbitrator of the dispute;
9 and (b) whose determination of those competing claims shall be
10 binding. The costs for Judge Stock's services shall be deemed a
11 "cost" that shall be deductible from the Settlement Fund.

- 12 c. For a Present Owner of a home in the Class List to be included as a Class
13 Member, the Present Owner must not submit an Opt-Out Form and there
14 must not be a Prior Owner Verification Form submitted by a Prior
15 Owner for the subject Class Home.
- 16 d. For all Notice papers returned as undeliverable or changed address, the
17 Class Administrator shall re-send the Notice documents after a skip-
18 trace.

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

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

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

1 Confidential.”

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

6 14. The Class Administrator must also create a dedicated website for this
7 Settlement, which will provide a portal for electronic submission of Opt-Out Forms, Prior Owner
8 Verification Forms and any Objections to the Settlement. The dedicated website shall also make
9 available the Settlement Agreement, the pleadings submitted in support of preliminary approval,
10 approval of attorneys’ fees, costs and class representative enhancements, and final approval. The
11 dedicated website shall also make available all Orders by this Court with respect to aforesaid
12 motions.

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

21 16. Any member of the Class who desires to be excluded from the Class, and
22 therefore not be bound by the terms of the Settlement Agreement, must submit to the Class
23 Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written
24 Request for Exclusion (attached as Exhibit “D” to the Settlement Agreement).

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

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

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

11 20. Any member of the Class who elects to be excluded shall not be entitled to
12 receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any
13 claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement
14 Agreement or appear at the Final Approval Hearing. The names of all persons timely submitting
15 valid Requests for Exclusion shall be provided to the Court.

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

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

24 23. A Final Approval Hearing shall be held before this Court at **1:30 p.m. on**
25 _____ in Dept. CX-101 of the Orange County Superior Court, to address: (a) whether
26 the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether
27 the Final Approval Order and Judgment should be entered; and (b) whether Class Counsel's
28 application for attorneys' fees, costs, expenses and incentive awards should be approved. The date

1 and time of the Fairness Hearing shall be set forth in the Class Notice. The Court retains
2 jurisdiction to consider all further applications arising out of or in connection with the Settlement
3 Agreement.

4 24. If the Settlement is finally approved by the Court, the Court shall retain
5 jurisdiction over the Settling Parties, the Class Members, and this Action, only with respect to
6 matters arising out of, or in connection with, the Settlement, and may issue such orders as
7 necessary to implement the terms of the Settlement. The Court may approve the Settlement, with
8 such modifications as may be agreed to by the Settling Parties, without further notice to the Class
9 Members.

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IT IS SO ORDERED.

Dated:

Hon. Lon Hurwitz

JUDGE OF THE ORANGE COUNTY SUPERIOR COURT

EXHIBIT D

REQUEST FOR EXCLUSION FROM CLASS ACTION

J. Kamal Ali, et al. v. Warmington Residential California, Inc., et. al., Case No. 30-2013-00689593-CU-CD-CXC

To: Class Administrator

))))

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

_____, requests to be excluded from the class of plaintiffs 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

J. Kamal Ali, et al. v. Warmington Residential California, Inc., et. al., Case No. 30-2013-00689593-CU-CD-CXC

To: Class Administrator

[Address. Etc.]

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

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

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

Dated: _____

Print name

Signature

EXHIBIT F

Mike Artinian

From: Andy Peck <andy@amarepiping.com>
Sent: Wednesday, April 13, 2022 4:34 AM
To: Mike Artinian
Cc: richard kellner (rlk@kellnerlaw.com)
Subject: Re: Warmington - Ladera Ranch
Attachments: 123 Class Homes - Warmington.pdf; ATT00001.htm

Hi Mike,
These are larger homes! See below.

ARBL- A) = 16,668.00
ARBL- B) = 17,587.00
ARBL- C) = 18,940.00

MERIDIAN- A)= 16,668.00
MERIDIAN- C)= 18,940.00
MERIDIAN- E)= 18,940.00

Best Regards,

Andy Peck
CEO
AMA REPIPING LLC
480-980-5098 (cell)

On Apr 12, 2022, at 10:17 PM, Mike Artinian <mike.artinian@bridgfordlaw.com> wrote:

Thanks Andy. See attached list.

-Mike

From: Andy Peck <andy@amarepiping.com>
Sent: Tuesday, April 12, 2022 7:29 PM
To: Mike Artinian <mike.artinian@bridgfordlaw.com>
Cc: richard kellner (rlk@kellnerlaw.com) <rlk@kellnerlaw.com>
Subject: Re: Warmington - Ladera Ranch

Can I get the list of addresses for my file? I can input floor plans later. But I will price them for you.

Best Regards,

Andy Peck
CEO

AMA REPIPING LLC
480-980-5098 (cell)

On Apr 12, 2022, at 3:58 PM, Mike Artinian <mike.artinian@bridgfordlaw.com> wrote:

Hi Andy.

We are also discussing settlement of another matter involving two Warmington developments in Ladera Ranch:

- Arboledo
- Meriden

I've obtained the floor plans for these developments - attached.

I also have a list of the 123 homes at issue in these two developments (which I can provide you). But I don't yet have a list that includes the floor plan for each address.

Would you be able to provide the same quote for these 6 floor plan models that you did for the John Laing case?

Thanks, and please call me with any questions at 949-351-4983 (cell).

Best,
Mike

Michael H. Artinian, Esq.
BRIDGFORD, GLEASON & ARTINIAN
26 Corporate Plaza, Suite 250
Newport Beach, CA 92660
Office: (949) 831-6611
Fax: (949) 831-6622
Email: mike.artinian@bridgfordlaw.com

1 **PROOF OF SERVICE**

2 **Ali v. Warmington Residential California, Inc., et al.**
3 **Orange County Superior Court Case No.: 30-2013-00689593**

4 I, the undersigned, declare that:

5 I am over the age of 18 years and not a party to the within action. I am employed in the
6 County where the Proof of Service was prepared and my business address is Law Offices of
7 BRIDGFORD, GLEASON & ARTINIAN, 26 Corporate Plaza, Suite 250, Newport Beach, CA
8 92660.

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

13 **SEE ATTACHED SERVICE LIST**

14 by the following means:

- 15 () **BY MAIL:** By placing a true copy thereof, enclosed in a sealed envelope with
16 postage thereon fully prepaid. I am readily familiar with the business
17 practice for collecting and processing correspondence for mailing. On the
18 same day that correspondence is processed for collection and mailing it is
19 deposited in the ordinary course of business with the United States Postal
20 Service in Newport Beach, California to the address(es) shown herein.
- 21 () **BY PERSONAL SERVICE:** By placing a true copy thereof, enclosed in a
22 sealed envelope, I caused such envelope to be delivered by hand to the
23 recipients herein shown (as set forth on the service list).
- 24 () **BY OVERNIGHT DELIVERY:** I served the foregoing document by Overnight
25 Delivery as follows: I placed true copies of the foregoing document in
26 sealed envelopes or packages designated by the express service carrier,
27 addressed to recipients shown herein (as set forth on the service list), with
28 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: November 29, 2023

/s/Debbie Knipe

Debbie Knipe

SERVICE LIST

Ali v. Warmington Residential California, Inc., et al.
Orange County Superior Court Case No.: 30-2013-00689593

Christian P. Lucia, Esq. Britney Karim, Esq. Corey M. Timpson, Esq. SELLAR HAZARD & LUCIA 201 N. Civic Drive, Suite 145 Walnut Creek, CA 94596	Counsel for Defendant/Cross-Complainant REBCO COMMUNITIES, INC. fka WARMINGTON HOMES CALIFORNIA, INC. and WARMINGTON RESIDENTIAL CALIFORNIA, INC. Telephone: (925) 938-1430 Fax: (925) 256-7508 clucia@sellarlaw.com bkarim@sellarlaw.com ctimpson@sellarlaw.com ejackson@sellarlaw.com
Nina D. Klawunder, Esq. GRANT & ASSOCIATES <u>Mailing Address:</u> 7455 Arroyo Crossing Pkwy., Suite 220 Las Vegas, NV 89113 <u>Physical Address:</u> 17901 Von Karman, Suite 600 Irvine, CA 92614	Counsel for Cross-Defendant ROBBINS PLUMBING AND HEATING CONTRACTORS Telephone: (714) 436-3293 Facsimile: (855) 429-3413 Nina.klawunder@aig.com
Dan Pezold, Esq. MURCHISON & CUMMING LLP 801 S Grand Ave, 9th floor Los Angeles, CA 90017	Co-Counsel for Cross-Defendant ROBBINS PLUMBING AND HEATING CONTRACTORS Telephone: (213) 630-1091 Facsimile: (213) 623-6336 dpezold@murchisonlaw.com
Brian S. Kabateck, Esq. Richard L. Kellner, Esq. KABATECK LLP 633 West Fifth Street, Suite 3200 Los Angeles, CA 90017	Co-Counsel for Plaintiffs Telephone: (213) 217-5000 Facsimile: (213) 217-5010 bsk@kbklawyers.com rlk@kellnerlaw.com
John Patrick McNicholas, IV, Esq. Michael J. Kent, Esq. McNICHOLAS & McNICHOLAS, LLP 10866 Wilshire Blvd., Suite 1400 Los Angeles, CA 90024	Co-Counsel for Plaintiffs Telephone: (310) 474-1582 Facsimile: (310) 475-7871 pmc@mcnicholaslaw.com mjk@mcnicholaslaw.com