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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

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;

Defendants.

CASE NO. 30-2013-00689593-CU-CD-CXC
Assigned for all purposes to:
Judge Peter Wilson

FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT AND AWARDING ATTORNEYS’ FEES, LITIGATION COSTS AND CLASS REPRESENTATIVE SERVICE AWARD

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

AND RELATED CROSS-ACTION

WHEREAS, on August 17, 2023, the Court held a hearing on the motion filed by Plaintiffs 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”) for final approval of the class action settlement with Defendants Warmington Residential California, Inc. and REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. (collectively hereinafter “Defendants”), embodied in the Parties’ Class Settlement and Release (as amended), and also Plaintiffs’ and Class Counsel’s motion for

1 final approval of the Class Counsel’s award of attorneys’ fees, litigation costs and class representative
2 service award. Richard Kellner, Esq. of Kabateck LLP and Michael Artinian, Esq. of Bridgford
3 Gleason & Artinian having appeared for Plaintiffs and Corey Timpson, Esq. of Sellar Hazard & Lucia
4 LLP having appeared for Defendants.

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

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

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

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

23 2. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
24 Administrator, fully performed its duties in connection with the Settlement Notice including: (a)
25 performing a title search on the 123 properties applicable to this settlement (b) printing and mailing the
26 *Notice of Proposed Class Action Settlement and Final Hearing, Prior Owner Verification Form, and*
27 *Request for Exclusion Form* to the homeowners in the chain of title to the 123 properties; (c) receiving
28 and processing requests for exclusion; and (d) receiving and processing Prior Owner Verification

1 Forms, and mailing a letter to the current owner. The forgoing comports with [California Rule of Court](#)
2 [3.766](#).

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

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

15 a. The one reported potential dispute concerning 19 Tranquility Place has been
16 withdrawn, so there are no remaining potential disputes concerning proper class
17 members to receive payment.

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

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

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

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

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

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

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

22 10. The \$512,500.00 amount requested by Plaintiffs and Class Counsel for the Class
23 Counsel Fees Payment is fair and reasonable. The Court grants final approval of, and orders, the Class
24 Counsel attorneys' fees payment to be made in accordance with the Settlement.

25 11. The Court finds that \$18,016.15 in Class Counsel's litigation expenses is fair and
26 reasonable. The Court grants final approval of, and orders, the Class Counsel's litigation expenses in
27 this amount to be made in accordance with the Settlement.

28 12. The \$24,539.04 incurred by ILYM Group, Inc. (the Settlement Administrator) to date,
which equals the cap on its Administrative Expenses, is fair and reasonable. The Court grants final

1 approval of, and orders, the Settlement Administrator be paid this amount in accordance with the terms
2 of the Settlement.

3 13. The \$20,000.00 amount cumulatively requested by Plaintiffs for the Incentive Award is
4 fair and reasonable given the amount of time and effort Plaintiffs expended, the benefits conferred on
5 the Class, and the risks undertaken by them. The Court grants final approval of, and orders the Class
6 Representative service awards of \$10,000.00 collectively to Kamal and Zainab Ali, and \$10,000.00
7 collectively to John and Elizabeth Torphy, to be made in accordance with the Settlement.

8 14. Upon entry of this Final Judgment, and in accordance with Section 5.1 of the Settlement
9 Agreement, as amended, all Participating Settlement Class Members fully release Defendants, Cross-
10 Defendants, and each and all of their past, present, and future parents, subsidiaries, subcontractors,
11 affiliated companies and corporations, and each and all of their respective past, present, and future
12 directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers,
13 reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint
14 ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns,
15 and legal representatives, and any subcontractors hired by Defendants to construct or work on the Class
16 Members' homes and each and all of their past, present, and future parents, subsidiaries,
17 subcontractors, affiliated companies and corporations, and each and all of their respective past, present,
18 and future directors, officers, managers, employees, general partners, limited partners, principals,
19 agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors,
20 divisions, joint ventures, assigns, or related entities, and each and all of their respective executors,
21 successors, assigns, and legal representatives (including but not limited to Cross-Defendant Robbins
22 Plumbing and Heating Contractors), as well as any supplier manufacturer or distributor of copper pipe
23 for potable water systems in the Class Members' homes and each and all of their past, present, and
24 future parents, subsidiaries, subcontractors, affiliated companies and corporations, and each and all of
25 their respective past, present, and future directors, officers, managers, employees, general partners,
26 limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors,
27 representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each
28 and all of their respective executors, successors, assigns, and legal representatives, from any and all

1 claims, demands, rights, liabilities, suits, matters, obligations, damages, losses, costs, actions and
2 causes of action of every nature and description whatsoever, in law or equity, known or unknown, by
3 the Releasing Parties against Defendants and Cross-Defendant as well as any supplier, manufacturer or
4 distributor of copper pipe for potable water systems in the Class Members' homes and their insurers,
5 including claims for penalties, attorneys' fees and costs of such, that arise from the installation or use of
6 copper pipes in the Homes and any alleged violations of California Civil Code § 895 et seq. arising
7 from the installation of copper pipes. Without limiting the foregoing, and for clarification, excluded
8 from the Settled Class Claims are any *other* construction defects or *other* claims relating to the
9 construction of the homes identified in Exhibit A to the Settlement Agreement, against any parties,
10 including Defendants, which are not alleged in the Action.

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

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

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

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

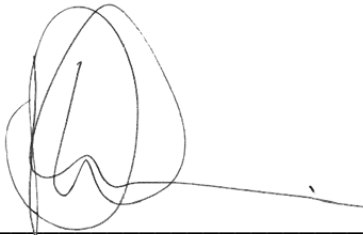
3 19. Upon the Settlement Effective Date, as defined in the Settlement Agreement, the
4 Settlement Administrator shall calculate within five (5) business days the Net Settlement Fund and
5 shall thereafter distribute the Settlement benefits to Participating Settlement Class Members from the
6 Settlement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

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

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

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

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20 Dated: August 18, 2023



Hon. Peter Wilson
Judge of the Superior Court