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Attorneys for 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, on behalf of themselves and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

DECLARATION OF RICHARD L. KELLNER REGARDING PLAINTIFFS' SUBMISSION OF A REVISED PROPOSED ORDER AND SETTLEMENT DOCUMENTS IN RESPONSE TO COURT'S MARCH 2, 2023 RULING ON PRELIMINARY APPROVAL MOTION

Judge: Hon. Peter Wilson
Dept: CX-101
Complaint Filed: 11/21/2013

Continued Hearing Date: March 30, 2023
Time: 2:00 p.m.
Dept.: CX-101

DECLARATION OF RICHARD L. KELLNER

I, Richard L. Kellner, declare as follows:

1. I am an attorney duly licensed to practice before all of the courts of the State of California and am one of the attorneys for the Plaintiffs and class in this action. All information set forth herein is of my own personal knowledge.

2. Attached hereto as **Exhibit 1** is the revised [Proposed] Order Granting Preliminary Approval – which will also be separately: (a) filed as a proposed Order; and (b) submitted to the Court’s Clerk in Word form. These changes are consistent with the Court’s ruling on March 2, 2023 and the hearing on Plaintiffs’ Motion for Preliminary approval on that same date.

3. Pursuant to the Court’s aforesated direction, the revised Proposed Order Granting Preliminary Approval (**Exhibit 1**) also has as Exhibits thereto: (a) the Settlement Agreement [**Exh A**]; (b) the Settlement Notice [**Exh B**]; (c) the Request for Exclusion Form [**Exh C**]; and (d) the Prior Owner Verification Form [**Exh D**].

- a. Please note that the Proposed Order Granting Preliminary Approval attaches the Settlement Agreement (as directed by the Court) which, itself, has exhibits thereto).
- b. Accordingly, to allow the Court to expeditiously locate **Exhibits B through Exhibits D of the Settlement (i.e., the Settlement Notices, Request for Exclusion and Prior Owner Verification Forms)**, we are also providing the PDF pages where those Exhibits are located in the Proposed Order Granting Preliminary Approval:
 - i. **Exhibit B – at pages 102-116.**
 - ii. **Exhibit C – at page 118.**
 - iii. **Exhibit D – at page 120.**

4. For the Court’s benefit, redlined versions of each of the changed documents are attached to this declaration to highlight the revisions made concerning the unresolved issues raised by the Court in the March 2nd ruling. It should be noted that the redline changes were the result of careful discussions and circulation of proposed changes between the parties in this action.

5. Attached hereto as **Exhibit 2** is the *redlined* version of the Settlement Notice. Specifically, the redlined changes address the Court’s requests for changes as follows:

- a. The Notices change the typical language that if the recipient does nothing, he or she will receive their full share of the settlement fund. The language was revised to the following:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| If you are a member of the Class your options are: | |
| WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT | <p>For Present Owners of a Class Home. If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced their home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p>For Prior Owners of a Class Home. If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE]} and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>Class Member See Questions 7-8 and 23, below.</p> |
| EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE], | <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, to the extent that you have any such claim. See Questions 13-15, below.</p> |
| OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023, | <p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. See Questions 18-20, below.</p> |

- b. Further, throughout these documents (and all others) there is a unified reference to ILYM as the "Settlement Administrator."

- 1 c. The Arbitrator for all disputes is specifically stated as Ross Feinberg of JAMS.
- 2 d. The Settlement Notices provide that an objection can be made either in writing or in
- 3 person at the Final Approval Hearing, and that any individual can attend the Final
- 4 Approval Hearing in person or through counsel.
- 5 i. All prior language that qualified any aspect of the following has been deleted.
- 6 e. The Settlement Notice advises that only one owner in the chain of title will qualify as
- 7 a Class Member.
- 8 f. The Settlement Notices also inform potential class members that certain pleadings are
- 9 available on the Settlement Administrator's website set up for this case, and provides
- 10 information on how case pleadings can be obtained from the Orange County Superior
- 11 Court website.
- 12 g. Finally, the Settlement Notice removes some redundant language that the Court
- 13 pointed out in its Order.

14 6. Attached hereto as **Exhibit 3** and **Exhibit 4** are the *redlines* to the Request for Exclusion

15 and Prior Owner Verification Forms (in redline form), respectively. The primary change is to provide

16 identification of the affected homes and dates required for return of the forms.

17 7. Attached hereto as **Exhibit 5** are the *redlines* to the Proposed Order Granting Preliminary

18 Approval. The primary changes are:

- 19 a. the attachment of the Settlement Agreement, Settlement Notices and Forms as
- 20 exhibits to the Proposed Order Granting Preliminary Approval;
- 21 b. the consistent reference to ILYM as "Settlement Administrator";
- 22 c. the explicit reference that the time to submit all of the forms is based upon the date of
- 23 mailing (which takes into account the Court's concern regarding the timing when
- 24 Notices are re-mailed), and the corresponding time frames will recommence upon re-
- 25 mailing.
- 26 d. the identification of Ross Feinberg as Arbitrator for unresolved disputes;
- 27 e. the requirement for the Settlement Administrator to have the operative complaint and
- 28 all approval submissions on the website dedicated for this settlement;

- 1 f. the date for the Final Approval hearing;
- 2 g. the allowance for any Class member to appear at the Final Approval hearing (which
- 3 includes deletion of prior terms that required notice prior to appearing at hearing);
- 4 h. the insertion of specific references to CCP provisions along with language regarding
- 5 the Court's retention of jurisdiction over the settlement and settling parties; and
- 6 i. the insertion of the name of Judge Wilson in the proposed Order.

7 8. Attached hereto as **Exhibit 6** is a stipulation by counsel regarding all of the aforestated

8 non-substantive changes to the settlement documents.

9 9. Finally, even though the issues were explicitly addressed at the March 2, 2023 hearing,

10 this declaration shall also confirm: (a) the use of one contact person in the settlement notice is

11 intentional because efficiency dictates only one counsel acting in that capacity; and (b) there is no need

12 for a translated version of the Settlement Notice packets to be sent since the class home are in an

13 English-speaking area.

14 10. Accordingly, the parties believe that they have addressed all of the Court's expressed

15 concerns and respectfully request that the Court enter the Proposed Order Granting Preliminary

16 Approval that is being separately submitted as per the Court's rules.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is

18 true and correct. Executed on March 20, 2023, at Los Angeles, California.

19 /s/Richard L. Kellner

20 Richard L. Kellner

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EXHIBIT 1

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10 J KAMAL ALI, an individual; and
11 ZAINAB ALI, an individual; JOHN
12 TORPHY, an individual, and ELIZABETH
13 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,

14 Plaintiffs,

15 vs.

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

21 AND RELATED CROSS-CLAIMS.

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

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

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

Hearing Date: March 30, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: November 21, 2013

22 WHEREAS, Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John
23 Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust
24 Dated 5/5/2004 ("Plaintiffs") and Defendants Warmington Residential California, Inc. and
25 REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. ("Defendants"), have
26 reached a proposed settlement and compromise of the disputes between them in the above actions,
27 which is embodied in the Settlement Agreement, filed with the Court, including modifications
28 thereto (collectively attached hereto as Exhibit A, and hereinafter referred to as the "Settlement

1 Agreement”);;

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

7 WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed
8 Settlement of the Action, the terms and conditions of which are set forth in the Settlement
9 Agreement,;

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

13 AND NOW, the Court, having read and considered the Settlement Agreement and
14 accompanying documents and the motion for preliminary settlement approval and supporting
15 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
16 Preliminary approval of the Settlement on March 30, 2023, IT IS HEREBY ORDERED AS
17 FOLLOWS:

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

20 2. The Court grants preliminary approval of the terms and conditions
21 contained in the Settlement Agreement,. The Court preliminarily finds that the terms of the
22 Settlement Agreement are within 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 rather than the result of a finding of liability at trial.

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

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

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

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

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

26 8. The Court approves ILYM Group Inc. ("ILYM") as Settlement
27 Administrator to administer the notice and claims procedures of the Settlement for the purpose of
28 administering the proposed Settlement and performing all other duties and obligations of the

1 Settlement Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as
2 may otherwise be ordered by the Court, with the understanding that ILYM's compensation will be
3 capped at \$27,000.00.

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

- 7 a. The Settlement Administrator shall serve by U.S. Mail the Class Notice,
8 Opt-Out Form and Prior Owner Verification Form on all individuals
9 within the chain of title of the Class Homes listed on Exhibit "A" to the
10 Settlement Agreement (attached as Exhibits "B", "C" and "D" hereto,
11 respectively);
- 12 b. For a Prior Owner of a home in the Class List to be included as a Class
13 Member, that Prior Owner must submit by mail or electronic means a
14 Prior Owner Verification Form to the Settlement Administrator by
15 within sixty (60) days of mailing by the Settlement Administrator
16 (Exhibit "D" hereto) that verifies that the Prior Owner replaced the
17 copper pipes in the Class Home with PEX or epoxy coating of the pipes.
- 18 i. In the event a prior owner submits a Prior Owner Verification
19 Form stating that the prior owner has replaced the homes' copper
20 pipes with PEX or epoxy coating, then the Settlement
21 Administrator shall provide the present owner with written
22 notice: (a) that a prior owner has submitted a Prior Owner
23 Verification stating that the prior owner replaced the homes'
24 copper pipes with PEX or epoxy coating; and (b) the present
25 owner has 30 days within which to submit a written verification
26 to the Settlement Administrator that the home had copper pipes
27 (without any epoxy coating) at the time the present owner
28 obtained title to the home. In the event that there is a dispute

1 between a prior and present owner as to whether a prior owner
2 had replaced the copper pipes with PEX or epoxy coating, then
3 the two homeowners shall submit proof supporting their claims
4 to the Settlement Administrator who will forward such
5 documentation to Ross Feinberg, Esq. (ret.) of JAMS who: (a)
6 shall serve as arbitrator of the dispute; and (b) whose
7 determination of those competing claims shall be binding. The
8 costs for Mr. Feinberg's services shall be deemed a "cost" that
9 shall be deductible from the Settlement Fund.

- 10 c. For a Present Owner of a home in the Class List to be included as a Class
11 Member, the Present Owner must not submit an Opt-Out Form and there
12 must not be a Prior Owner Verification Form submitted by a Prior
13 Owner for the subject Class Home unless that Prior Owner Verification
14 Form was withdrawn or determined by Mr. Feinberg to be invalid for
15 purposes of this settlement..
- 16 d. For all Notice papers returned as undeliverable or changed address, the
17 Settlement Administrator shall re-send the Notice documents after a
18 skip-trace, and the time frame for a potential class member to return any
19 forms shall re-commence from the date of that re-mailing.

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 Settlement Administrator with the addresses of all homes that are included within the
27 definition of the Class.

28 12. The Settlement Administrator must complete the notice mailing within

thirty (30) calendar days of preliminary approval being granted, in envelopes marked “Personal and Confidential.”

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

14. The Settlement Administrator must also create a dedicated website for this Settlement, which will provide a portal for electronic submission of Opt-Out Forms, Prior Owner Verification Forms and any Objections to the Settlement. The dedicated website shall also make available the Settlement Agreement, the operative complaint, the pleadings submitted in support of preliminary approval, approval of attorneys’ fees, costs and class representative enhancements, and final approval and all orders continuing or re-setting any hearing dates . The dedicated website shall also make available all Orders by this Court with respect to aforesaid motions.

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

16. Any member of the Class who desires to be excluded from the Class, and therefore not be bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written Opt-Out Form (attached as Exhibit “C” hereto).

17. Members of the Class shall have sixty (60) days from the Notice Date to submit objections and/or requests for exclusion. The Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, a final report stating the total number of

1 Class members who have submitted timely and valid Requests for Exclusion from the Class, and
2 the 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 **August 17, 2023**.

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 orally object to the settlement and,, to the extent allowed
18 by the Court, in support of or in opposition to, the fairness, reasonableness, and adequacy of the
19 Settlement, the application for an award of attorneys' fees, cost, and expenses to Class Counsel,
20 and any compensation to be awarded 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 **2:00 p.m. on**
25 **August 17, 2023** 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

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

24. If the Settlement is finally approved by the Court, the Court shall retain jurisdiction over the Settling Parties, the Class Members, and this Action in accordance with CCP § 664.6 and CRC Rule 3.769(h), with respect to matters arising out of, or in connection with, the Settlement, and may issue such orders as necessary to implement the terms of the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, without further notice to the Class Members.

IT IS SO ORDERED.

Dated:

Honorable Peter J. Wilson

JUDGE OF THE ORANGE COUNTY SUPERIOR COURT

Exhibit A

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Attorneys for Plaintiffs and Class Representatives KAMAL ALI and ZAINAB ALI,
JOHN TORPHY and ELIZABETH TORPHY (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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

**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

STIPULATION OF SETTLEMENT AND RELEASE

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”), Defendants Warmington Residential California, Inc. and REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. (“Defendants”) collectively hereinafter referred to as the “Parties,” by and through their respective counsel of record, agree to resolve the above-captioned case through this Class Action Settlement and Release Agreement, dated November 3, 2022, which is being entered into by the Parties for settlement purposes only.

I. DEFINITIONS

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

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

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

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

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

1.6 Class. “Class” shall mean:

(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.

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 **3.1.7 Incentive Payments to the Class Representatives.** Plaintiffs intend to apply to
2 the Court for two (2) incentive payments (one for each household of Class Representatives) of
3 \$10,000.00 each (i.e. a total of \$20,000.00). Defendants take no position as to the proper amount of any
4 Incentive Payments to the Class Representatives, and agree that they will not oppose an application by
5 Class Counsel for the Class Representatives' Incentive Payments. The effectiveness of this Settlement
6 will not be conditioned upon or delayed by the Court's failure to approve any incentive payments to
7 either Class Representatives, and/or the Court's award of incentive payments in an amount less than that
8 sought by either Class Representatives. Defendants shall have no obligation to pay any incentive
9 payments to the Class Representatives, separate from any amount awarded by the Court to the Class
10 Representatives from the Settlement Fund. Any fees not awarded shall be included within the Net
11 Settlement Fund for distribution to the Participating Class Members.

12 **3.1.8 Costs of Notice and Claims Administration.** Within ten (10) business days of
13 the Settlement Effective Date, the Class Administrator shall be reimbursed from the Settlement Fund
14 for its costs associated with the preparation and mailing of the Notice described in Section 4.2, and the
15 costs for distributing settlement checks to Class Members.

16 **IV. NOTICE TO THE CLASS**

17 **4.1 Contact Information of Potential Class Members.** Within ten (10) business days of
18 Preliminary Approval, the Parties shall provide the Class Administrator with the addresses of all homes
19 that are included within the definition of the Class. The Class Administrator shall then determine the
20 identity of all potential Class Members by conducting a "chain of title" search for the names and
21 addresses of all individuals who had an ownership interest in the subject homes from the date of
22 construction to the present date.

23 **4.2 Notice.** The Notice shall be substantially in the form attached as Exhibit B, subject to
24 approval by the Court.

25 **4.3 Notice by Mail is the Best, Most Fair and Most Reasonable Form of Notice**
26 **Practicable under the Circumstances.** The Parties agree that providing direct mailed notice to all
27 potential Class Members is the best, most fair and most reasonable form of notice practicable under the
28 circumstances.

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.

VIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

6 (b) To Defendants:

7 Peter K. Pritchard, Esq.
8 Corey M. Timpson, Esq.
Sellar Hazard & Lucia
9 2049 Century Park East, Suite 750
Los Angeles, CA 90067-3102
10 ppritchard@sellarlaw.com
ctimpson@sellarlaw.com

11 (c) To Cross-Defendant:

12 Daniel G. Pezold, Esq.
13 Murchison & Cummings
801 S. Grand
14 Los Angeles, CA 90017
dpezold@murchisonlaw.com

15 Nina D. Klawunder, Esq.
16 Grant & Associates
7455 Arroyo Crossing Parkway
17 Suite 220
Las Vegas, NV 89113
18 nina.klawunder@aig.com

19
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

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17 agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

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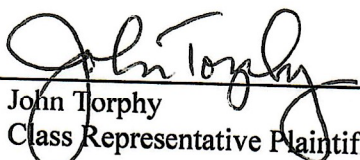
19
20 Dated:

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

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2 including without limitation the enforcement, interpretation, breach, or attempted rescission of this
3 Settlement Agreement, shall be brought exclusively in this Court.

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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
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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.

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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 Dated:

By: _____

John Torphy
Class Representative Plaintiff

1 Dated:

By: _____

Elizabeth Torphy
Class Representative Plaintiff

2
3 Dated: 11-17-2022

By: _____

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

7 Dated:

By: _____

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

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

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*

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

Nina D. Klawunder, Esq
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
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:  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 HEARING.....PAGE 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 NOTHING.....PAGE 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-_____

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]**, **_____**, 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,

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]**, **ILYM**, 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.**ILYM**.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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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10 J KAMAL ALI, an individual; and
11 ZAINAB ALI, an individual; JOHN
12 TORPHY, an individual, and ELIZABETH
13 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,

14 Plaintiffs,

15 vs.

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

21 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

22
23 WHEREAS, Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John
24 Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust
25 Dated 5/5/2004 ("Plaintiffs") and Defendants Warmington Residential California, Inc. and
26 REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. ("Defendants"), have
27 reached a proposed settlement and compromise of the disputes between them in the above actions,
28 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 8. The Court approves ILYM Group Inc. ("ILYM") as Class Administrator to
28

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.
19

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
28

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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11
12 **IT IS SO ORDERED.**

13
14 Dated:

15 _____
16 Hon. Peter Wilson

17 JUDGE OF THE ORANGE COUNTY SUPERIOR COURT
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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

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Attorneys for 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, on behalf of themselves and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

STIPULATION AND AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

Judge: Hon. Peter Wilson
Dept: CX-101
Complaint Filed: 11/21/2013

Continued Hearing Date: March 30, 2023
Time: 2:00 p.m.
Dept.: CX-101

1 WHEREAS, Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy (as Trustees of
2 the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004 (“Plaintiffs”) and Defendants
3 Warmington Residential California, Inc. and REBCO Communities, Inc. f/k/a Warmington Homes
4 California, Inc. (“Defendants”) have entered into the Class Action Settlement and Release Agreement
5 (the “Settlement Agreement”) to resolve this matter.

6 WHEREAS, the Court has directed the parties to make certain changes that do not alter the
7 material terms of the Settlement Agreement, but do provide some clarification of terms and additional
8 procedural rights to class members, some of which shall be memorialized in modified Settlement Notice
9 documents.

10 PLAINTIFFS AND DEFENDANT HEREBY STIPULATE TO THE FOLLOWING
11 AMENDMENTS TO THE SETTLEMENT AGREEMENT:

12 1. The following Exhibits (attached hereto) shall replace the ones that were originally
13 attached to the Settlement Agreement executed by the parties:

- 14 a. Exhibit B – Settlement Notice
- 15 b. Exhibit C – Proposed Order Granting Preliminary Approval
- 16 c. Exhibit D – Request for Exclusion
- 17 d. Exhibit E – Prior Owner Verification Form.

18 2. It is hereby clarified, stipulated and agreed that under Section 1.6 of the Settlement
19 Agreement, there is only one owner in the chain of title who will qualify as a Class Member.

20 3. It is hereby clarified, stipulated and agreed that under Section 4.3.1 of the Settlement
21 Agreement, if a Settlement Notice has to be re-mailed, the time within which a potential class member
22 has to respond shall recommence from the date of that mailing.

23 4. It is hereby stipulated and agreed that under Section 4.4.1 of the Settlement Agreement,
24 the Arbitrator of potential disputes shall be Ross Feinberg of JAMS in place of Hon. Nancy Wieben
25 Stock (ret.) of JAMS.

26 5. It is hereby stipulated, clarified and agreed that under Section 4.6, a class member may:
27 (a) lodge an objection by not only the processes set forth in Section 4.6, but also by orally making an
28 objection at the Final Approval hearing, consistent with the language in the modified Settlement Notices

1 and Proposed Order Granting Preliminary Approval; and (b) appear at the Final Approval hearing
2 without filing any requisite paperwork with the Court of Settlement Administrator.

3
4 Dated: March 19, 2023

BRIDGFORD, GLEASON & ARTINIAN
KABATECK LLP
McNICHOLAS & McNICHOLAS, LLP

6
7 By: /s Richard L. Kellner

8 Richard L. Kellner
9 Michael Artinian
Counsel for Plaintiffs

10
11 SELLAR HAZARD & LUCIA

12
13 By: /s Corey Timpson

14 Corey Timpson
15 Counsel for Defendants
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**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 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. Class Representatives 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;
OR

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

- 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,
- 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 Representatives, and any other related expenses which may be approved by the Court. Each Class Member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and 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. In other words, there is only one owner in the chain of title who will qualify as a Class Member.

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: | |
| WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT | <p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced their home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an</p> |

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

| | |
|--|---|
| | <p>arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE] and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>Class Member See Questions 7-8 and 23, <i>below</i>.</p> |
| EXCLUDE YOURSELF BY [60 DAYS AFTER DATE OF NOTICE], _____, | <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, to the extent that you have any such claim. See Questions 13-15, <i>below</i>.</p> |
| OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023, | <p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. 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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4. Why is there a settlement?

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7. If I am a prior owner who replaced the copper pipes in my home, how can I be included in the Class?
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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. There is only one owner in the chain of title who will qualify as a Class Member.

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 "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 Class Representatives 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, these plaintiffs (also referred to as Class Representatives) 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 Class 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 Class 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

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

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 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 Settlement 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. There is only one owner in the chain of title who will qualify as a Class Member.

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 Representatives, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class Representatives' incentives, and Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Class Members 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 Representatives 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 and all applicable pleadings and Notices can be viewed on the Settlement Administrator's website, www.warmingtoncopperpipeclassaction.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818 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 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 (866) 826-2818, 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 Settlement 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 Settlement Administrator who shall forward such writings to Ross Feinberg, Esq. 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 Mr. Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Class Members only after the Court grants “final approval” of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is _____, or ____ days after the date presently set for the 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 Settlement Administrator with a postmark no later than **[60-day date], 2022**, addressed to:

| |
|--------------------------|
| SETTLEMENT ADMINISTRATOR |
| ILYM |

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

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

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.

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

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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) 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. Your writing 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 personally provide them at the time of the Final Fairness Hearing, 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.

Your written objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, _____, addressed to:

| |
|--------------------------|
| SETTLEMENT ADMINISTRATOR |
| ILYM |

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

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney 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 and fail to appear at the Final Fairness Hearing to state your objection, your objection will be deemed waived, , and will not be considered by the Court.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the 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 **2:00 pm (PST)** on _____, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The 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. 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, but you have the right to do so.. 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 an objection to the Settlement. 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.

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 Settlement Administrator:

Toll Free Number: (866) 826-2818

Email: _____

Contact the Attorneys for the Class:

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

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-689593) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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

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

Dated: _____, 2023

Honorable Peter J. Wilson
JUDGE OF THE SUPERIOR COURT

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

10 J KAMAL ALI, an individual; and
11 ZAINAB ALI, an individual; JOHN
12 TORPHY, an individual, and ELIZABETH
13 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,

14 Plaintiffs,

15 vs.

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

21 AND RELATED CROSS-CLAIMS.

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

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

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

Hearing Date: March 30, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: November 21, 2013

22 WHEREAS, Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John
23 Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust
24 Dated 5/5/2004 ("Plaintiffs") and Defendants Warmington Residential California, Inc. and
25 REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. ("Defendants"), have
26 reached a proposed settlement and compromise of the disputes between them in the above actions,
27 which is embodied in the Settlement Agreement, filed with the Court, including modifications
28 thereto (collectively attached hereto as Exhibit A, and hereinafter referred to as the "Settlement

Agreement”);;

WHEREAS, the Court by Hon. Glenda Sanders previously granted Plaintiff’s motion for class certification on July 26, 2022, and duly appointed Bridgford, Gleason & Artinian, Kabateck LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed 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 as class representatives,

WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement,;

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

AND NOW, the Court, having read and considered the Settlement Agreement and accompanying documents and the motion for preliminary settlement approval and supporting papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on Preliminary approval of the Settlement on March 30, 2023, IT IS HEREBY ORDERED AS FOLLOWS:

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

2. The Court grants preliminary approval of the terms and conditions contained in the Settlement Agreement,. The Court preliminarily finds that the terms of the Settlement Agreement are within the range of possible approval at the Final Approval Hearing.

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

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

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

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

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

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

26 8. The Court approves ILYM Group Inc. ("ILYM") as Settlement
27 Administrator to administer the notice and claims procedures of the Settlement for the purpose of
28 administering the proposed Settlement and performing all other duties and obligations of the

1 Settlement Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as
2 may otherwise be ordered by the Court, with the understanding that ILYM's compensation will be
3 capped at \$27,000.00.

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

- 7 a. The Settlement Administrator shall serve by U.S. Mail the Class Notice,
8 Opt-Out Form and Prior Owner Verification Form on all individuals
9 within the chain of title of the Class Homes listed on Exhibit "A" to the
10 Settlement Agreement (attached as Exhibits "B", "C" and "D" hereto,
11 respectively);
- 12 b. For a Prior Owner of a home in the Class List to be included as a Class
13 Member, that Prior Owner must submit by mail or electronic means a
14 Prior Owner Verification Form to the Settlement Administrator by
15 within sixty (60) days of mailing by the Settlement Administrator
16 (Exhibit "D" hereto) that verifies that the Prior Owner replaced the
17 copper pipes in the Class Home with PEX or epoxy coating of the pipes.
- 18 i. In the event a prior owner submits a Prior Owner Verification
19 Form stating that the prior owner has replaced the homes' copper
20 pipes with PEX or epoxy coating, then the Settlement
21 Administrator shall provide the present owner with written
22 notice: (a) that a prior owner has submitted a Prior Owner
23 Verification stating that the prior owner replaced the homes'
24 copper pipes with PEX or epoxy coating; and (b) the present
25 owner has 30 days within which to submit a written verification
26 to the Settlement Administrator that the home had copper pipes
27 (without any epoxy coating) at the time the present owner
28 obtained title to the home. In the event that there is a dispute

1 between a prior and present owner as to whether a prior owner
2 had replaced the copper pipes with PEX or epoxy coating, then
3 the two homeowners shall submit proof supporting their claims
4 to the Settlement Administrator who will forward such
5 documentation to Ross Feinberg, Esq. (ret.) of JAMS who: (a)
6 shall serve as arbitrator of the dispute; and (b) whose
7 determination of those competing claims shall be binding. The
8 costs for Mr. Feinberg's services shall be deemed a "cost" that
9 shall be deductible from the Settlement Fund.

- 10 c. For a Present Owner of a home in the Class List to be included as a Class
11 Member, the Present Owner must not submit an Opt-Out Form and there
12 must not be a Prior Owner Verification Form submitted by a Prior
13 Owner for the subject Class Home unless that Prior Owner Verification
14 Form was withdrawn or determined by Mr. Feinberg to be invalid for
15 purposes of this settlement..
- 16 d. For all Notice papers returned as undeliverable or changed address, the
17 Settlement Administrator shall re-send the Notice documents after a
18 skip-trace, and the time frame for a potential class member to return any
19 forms shall re-commence from the date of that re-mailing.

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 Settlement Administrator with the addresses of all homes that are included within the
27 definition of the Class.

28 12. The Settlement Administrator must complete the notice mailing within

thirty (30) calendar days of preliminary approval being granted, in envelopes marked “Personal and Confidential.”

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

14. The Settlement Administrator must also create a dedicated website for this Settlement, which will provide a portal for electronic submission of Opt-Out Forms, Prior Owner Verification Forms and any Objections to the Settlement. The dedicated website shall also make available the Settlement Agreement, the operative complaint, the pleadings submitted in support of preliminary approval, approval of attorneys’ fees, costs and class representative enhancements, and final approval and all orders continuing or re-setting any hearing dates . The dedicated website shall also make available all Orders by this Court with respect to aforesaid motions.

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

16. Any member of the Class who desires to be excluded from the Class, and therefore not be bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written Opt-Out Form (attached as Exhibit “C” hereto).

17. Members of the Class shall have sixty (60) days from the Notice Date to submit objections and/or requests for exclusion. The Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, a final report stating the total number of

1 Class members who have submitted timely and valid Requests for Exclusion from the Class, and
2 the 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 **August 17, 2023**.

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 orally object to the settlement and,, to the extent allowed
18 by the Court, in support of or in opposition to, the fairness, reasonableness, and adequacy of the
19 Settlement, the application for an award of attorneys' fees, cost, and expenses to Class Counsel,
20 and any compensation to be awarded 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 **2:00 p.m. on**
25 **August 17, 2023** 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 in accordance with CCP
6 § 664.6 and CRC Rule 3.769(h), with respect to matters arising out of, or in connection with, the
7 Settlement, and may issue such orders as necessary to implement the terms of the Settlement. The
8 Court may approve the Settlement, with such modifications as may be agreed to by the Settling
9 Parties, without further notice to the Class Members.

10
11
12 **IT IS SO ORDERED.**

13
14 Dated:

15 _____
16 Honorable Peter J. Wilson

17 JUDGE OF THE ORANGE COUNTY SUPERIOR COURT
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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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement Administrator

))))

Re: [ADDRESS OF CLASS HOME]

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

PRIOR OWNER VERIFICATION FORM

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement 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 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. Class Representatives 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;
OR

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

- 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,
- 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 Representatives, and any other related expenses which may be approved by the Court. Each Class Member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and 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. In other words, there is only one owner in the chain of title who will qualify as a Class Member.

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: | |
| WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT | <p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced their home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an</p> |

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| | |
|---|---|
| | <p>arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE] and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>Class Member See Questions 7-8 and 23, <i>below</i>.</p> |
| <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, to the extent that you have any such claim. See Questions 13-15, <i>below</i>.</p> |
| <p>OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023,</p> | <p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. 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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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. There is only one owner in the chain of title who will qualify as a Class Member.

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 "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 Class Representatives 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, these plaintiffs (also referred to as Class Representatives) 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 Class 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 Class 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

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

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 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 Settlement 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. There is only one owner in the chain of title who will qualify as a Class Member.

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 Representatives, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class Representatives' incentives, and Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Class Members 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 Representatives 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 and all applicable pleadings and Notices can be viewed on the Settlement Administrator's website, www.warmingtoncopperpipe.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818 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 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 (866) 826-2818, 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 Settlement 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 Settlement Administrator who shall forward such writings to Ross Feinberg, Esq. 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 Mr. Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Class Members only after the Court grants “final approval” of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is _____, or ____ days after the date presently set for the 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 Settlement Administrator with a postmark no later than [60-day date], 2022, addressed to:

| |
|--------------------------|
| SETTLEMENT ADMINISTRATOR |
| ILYM |

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

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

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.

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

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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) 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. Your writing 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 personally provide them at the time of the Final Fairness Hearing, 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.

Your written objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, _____, addressed to:

| |
|--------------------------|
| SETTLEMENT ADMINISTRATOR |
| ILYM |

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

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney 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 and fail to appear at the Final Fairness Hearing to state your objection, your objection will be deemed waived, , and will not be considered by the Court.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the 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 **2:00 pm (PST)** on _____, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The 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, but you have the right to do so.. 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 an objection to the Settlement. 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.

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 Settlement Administrator:

Toll Free Number: (866) 826-2818

Email: _____

Contact the Attorneys for the Class:

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

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-689593) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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

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

Dated: _____, 2023

Honorable Peter J. Wilson
JUDGE OF THE SUPERIOR COURT

Exhibit C

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement Administrator

))))

Re: [ADDRESS OF CLASS HOME]

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 D

PRIOR OWNER VERIFICATION FORM

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement 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 2

**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. **Class Representatives** ~~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 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. In other words, there is only one owner in the chain of title who will qualify as a Class Member.

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 : | |
| WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT? DO NOTHING—AND—RECEIVE—A SETTLEMENT PAYMENT | <u>For Present Owners of a Class Home. If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced their home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund</u> |

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| | |
|---|--|
| | <p><u>ONLY IF you submit proof sufficient to convince an arbitrator that the home had copper pipe systems in place at the time you purchased it.</u></p> <p>For Prior Owners of a Class Home. If you are a prior owner of a class home, <u>THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER</u> and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE]} and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>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>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, <u>to the extent that you have any such claim.</u> See Questions 13-15, <i>below</i>.</p> |
| OBJECT <u>[WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023]</u> , | <p><u>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing.</u> 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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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. There is only one owner in the chain of title who will qualify as a Class Member.

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 Class Representatives ~~Plaintiff~~ and the Class are entitled to any recovery. There has been no finding of any violation or wrongdoing by Defendants by any court.

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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** **these plaintiffs (also referred to as Class Representatives)** 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** **Class** 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 **Class** **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

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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 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—Settlement 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. There is only one owner in the chain of title who will qualify as a Class Member.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

9. What does the settlement provide?

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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 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 and all applicable pleadings and Notices 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 (866) 826-2818, 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,

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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 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 [\(866\) 826-2818](tel:866-826-2818), toll-free, or by e-mail at [\[email address\]](mailto:_____).

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 Settlement 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 Settlement Class Administrator who shall forward such writings to ~~Hon. Nancy Wieben Stock (ret.)~~ Ross Feinberg, Esq. 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~~ Mr. Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Class Members only after the Court grants “final approval” of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is [redacted], or [redacted] 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~~-Settlement Administrator with a postmark no later than [60-day date], 2022, addressed to:

SETTLEMENT ADMINISTRATOR

ILYM

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

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

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.

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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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) 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. Your writing 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 personally provide them at the time of the Final Fairness Hearing, 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.

Your written ~~must mail your~~ objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, , addressed to:

| |
|--------------------------|
| SETTLEMENT ADMINISTRATOR |
| ILYM |

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

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney 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 and fail to appear at the Final Fairness Hearing to state your 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?

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 2:00 pm (PST) on , 2023, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The 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, but you have the right to do so. ~~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~~ an objection to 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, 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~~ Settlement Administrator:

Toll Free Number: (866) 826-2818

Email: _____

Contact the Attorneys for the Class:

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

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-689593) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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

Dated: _____, 2022

Honorable ~~Lon Hurwit~~ Peter J. Wilson
JUDGE OF THE SUPERIOR COURT

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

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

EXHIBIT 3

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

DEADLINE FOR POSTMARK OF RETURN FORM:

To: ~~Class~~ Settlement Administrator

))))

Re: [ADDRESS OF CLASS HOME]

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 4

PRIOR OWNER VERIFICATION FORM

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

DEADLINE FOR POSTMARK OF RETURN FORM:

To: **Class Settlement** 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 5

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

10 J KAMAL ALI, an individual; and
11 ZAINAB ALI, an individual; JOHN
12 TORPHY, an individual, and ELIZABETH
13 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,

14 Plaintiffs,

15 vs.

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

21 AND RELATED CROSS-CLAIMS.

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

Assigned for all purposes to:

Hon. ~~Lon Hurwitz~~ Peter J. Wilson

Dept: CX-101

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

Hearing Date: March 30, 2023

Time: 1:30:00 p.m.

Dept.: CX-101

Complaint Filed: November 21, 2013

22
23 WHEREAS, Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John
24 Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust
25 Dated 5/5/2004 ("Plaintiffs") and Defendants Warmington Residential California, Inc. and
26 REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. ("Defendants"), have
27 reached a proposed settlement and compromise of the disputes between them in the above actions,
28 which is embodied in the Settlement Agreement, ~~as amended,~~ filed with the Court, including

1 modifications thereto (collectively attached hereto as Exhibit A, and hereinafter referred to as the
2 "Settlement Agreement");

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

8 WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed
9 Settlement of the Action, the terms and conditions of which are set forth in the Settlement
10 Agreement, ~~as amended (the "Settlement Agreement")~~;

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

14 AND NOW, the Court, having read and considered the Settlement Agreement and
15 accompanying documents and the motion for preliminary settlement approval and supporting
16 papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on
17 Preliminary approval of the Settlement ~~(as amended)~~ on March 30, 2023, IT IS
18 HEREBY ORDERED AS FOLLOWS:

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

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

25 3. The Court preliminarily finds that the Settlement Agreement was the
26 product of serious, informed, non-collusive negotiations conducted at arms' length by the parties.
27 In making this preliminary finding, the Court considered the nature of the claims, the amounts and
28

1 kinds of benefits paid in settlement, the allocation of settlement proceeds among the class
2 members, and the fact that a settlement represents a compromise of the Parties' respective positions
3 rather than the result of a finding of liability at trial.

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

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

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

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

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

2 8. The Court approves ILYM Group Inc. ("ILYM") as ~~Class~~ Settlement
3 Administrator to administer the notice and claims procedures of the Settlement for the purpose of
4 administering the proposed Settlement and performing all other duties and obligations of the
5 Settlement Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as
6 may otherwise be ordered by the Court, with the understanding that ILYM's compensation will be
7 capped at \$27,000.00.

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

- 12 a. The Settlement ~~Class~~ Administrator shall serve by U.S. Mail the Class
13 Notice, Opt-Out Form and Prior Owner Verification Form on all
14 individuals within the chain of title of the Class Homes listed on Exhibit
15 "A" to the Settlement Agreement (attached as Exhibits "B", "C" and
16 "D" hereto, respectively);
- 17 b. For a Prior Owner of a home in the Class List to be included as a Class
18 Member, that Prior Owner must submit by mail or electronic means a
19 Prior Owner Verification Form to the Settlement ~~Class~~ Administrator by
20 within sixty (60) days of mailing by the Settlement Administrator
21 November 7, 2022 (Exhibit "DE" ~~hereto~~ to Settlement Agreement) that
22 verifies that the Prior Owner replaced the copper pipes in the Class
23 Home with PEX or epoxy coating of the pipes.
- 24 i. In the event a prior owner submits a Prior Owner Verification
25 Form stating that the prior owner has replaced the homes' copper
26 pipes with PEX or epoxy coating, then the Settlement ~~Class~~
27 Administrator shall provide the present owner with written
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1 notice: (a) that a prior owner has submitted a Prior Owner
2 Verification stating that the prior owner replaced the homes'
3 copper pipes with PEX or epoxy coating; and (b) the present
4 owner has 30 days within which to submit a written verification
5 to the SettlementClass Administrator that the home had copper
6 pipes (without any epoxy coating) at the time the present owner
7 obtained title to the home. In the event that there is a dispute
8 between a prior and present owner as to whether a prior owner
9 had replaced the copper pipes with PEX or epoxy coating, then
10 the two homeowners shall submit proof supporting their claims
11 to the SettlementClass Administrator who will forward such
12 documentation to ~~Hon. Nancy Weiben-Stock~~Ross Feinberg,
13 Esq. (ret.) of JAMS who: (a) shall serve as arbitrator of the
14 dispute; and (b) whose determination of those competing claims
15 shall be binding. The costs for ~~Judge-Stock~~Mr. Feinberg's
16 services shall be deemed a "cost" that shall be deductible from
17 the Settlement Fund.

- 18
- 19 c. For a Present Owner of a home in the Class List to be included as a Class
20 Member, the Present Owner must not submit an Opt-Out Form and there
21 must not be a Prior Owner Verification Form submitted by a Prior
22 Owner for the subject Class Home unless that Prior Owner Verification
23 Form was withdrawn or determined by Mr. Feinberg to be invalid for
24 purposes of this settlement.
- 25 d. For all Notice papers returned as undeliverable or changed address, the
26 SettlementClass Administrator shall re-send the Notice documents after
27 a skip-trace, and the time frame for a potential class member to return
28 any forms shall re-commence from the date of that re-mailing.

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

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

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

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

16 14. The SettlementClass Administrator must also create a dedicated website for
17 this Settlement, which will provide a portal for electronic submission of Opt-Out Forms, Prior
18 Owner Verification Forms and any Objections to the Settlement. The dedicated website shall also
19 make available the Settlement Agreement, the operative complaint, the pleadings submitted in
20 support of preliminary approval, approval of attorneys’ fees, costs and class representative
21 enhancements, and final approval and all orders continuing or re-setting any hearing dates. The
22 dedicated website shall also make available all Orders by this Court with respect to aforesaid
23 motions.

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

1 constitutes the best notice practicable under the circumstances and shall constitute due and
2 sufficient notice to the Class, the terms of the Settlement Agreement, and the Final Approval
3 Hearing.

4 16. Any member of the Class who desires to be excluded from the Class, and
5 therefore not be bound by the terms of the Settlement Agreement, must submit to the
6 SettlementClass Administrator, pursuant to the instructions set forth in the Notice, a timely and
7 valid written ~~Request for Exclusion~~Opt-Out Form (attached as Exhibit “DC” ~~to the Settlement~~
8 ~~hereto Agreement~~).

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

16 18. The deadline to file the motion for final approval of the Settlement and Class
17 Counsel’s fee application shall be twenty-four (24) calendar days prior to the Final Approval
18 Hearing date of August 17, 2023.

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

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

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

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

8 23. A Final Approval Hearing shall be held before this Court at 1:302:00 p.m.
9 on August 17, 2023 in Dept. CX-101 of the Orange County Superior Court, to
10 address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and
11 adequate, and whether the Final Approval Order and Judgment should be entered; and (b) whether
12 Class Counsel's application for attorneys' fees, costs, expenses and incentive awards should be
13 approved. The date and time of the Fairness Hearing shall be set forth in the Class Notice. The
14 Court retains jurisdiction to consider all further applications arising out of or in connection with
15 the Settlement Agreement.

16 24. If the Settlement is finally approved by the Court, the Court shall retain
17 jurisdiction over the Settling Parties, the Class Members, and this Action in accordance with CCP
18 § 664.6 and CRC Rule 3.769(h), ~~only~~ with respect to matters arising out of, or in connection with,
19 the Settlement, and may issue such orders as necessary to implement the terms of the Settlement.
20 The Court may approve the Settlement, with such modifications as may be agreed to by the Settling
21 Parties, without further notice to the Class Members.

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23
24 **IT IS SO ORDERED.**

25
26 Dated:

27 _____
28 Hon~~orable~~ Peter J. Wilson-~~Len~~ Hurwitz

JUDGE OF THE ORANGE COUNTY SUPERIOR COURT

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EXHIBIT 6

Richard K. Bridgford, Esq., SBN: 119554
Michael H. Artinian, Esq., SBN: 203443
BRIDGFORD, GLEASON & ARTINIAN
26 Corporate Plaza, Suite 250
Newport Beach, CA 92660
Telephone: (949) 831-6611
Facsimile: (949) 831-6622

Richard L. Kellner, Esq., SBN: 171416
KABATECK LLP
633 West Fifth Street, Suite 3200
Los Angeles, CA 90017
Telephone: (213) 217-5000
Facsimile: (213) 217-5010

John Patrick McNicholas, IV, Esq., SBN: 125868
McNICHOLAS & McNICHOLAS, LLP
10866 Wilshire Blvd., Suite 1400
Los Angeles, CA 90024
Telephone: (310) 474-1582
Facsimile: (310) 475-7871

Attorneys for 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, on behalf of themselves and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

STIPULATION AND AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

Judge: Hon. Peter Wilson
Dept: CX-101
Complaint Filed: 11/21/2013

Continued Hearing Date: March 30, 2023
Time: 2:00 p.m.
Dept.: CX-101

1 WHEREAS, Kamal Ali and Zainab Ali, and John Torphy and Elizabeth Torphy (as Trustees of
2 the John C. Torphy and Elizabeth M. Torphy Trust Dated 5/5/2004 (“Plaintiffs”) and Defendants
3 Warmington Residential California, Inc. and REBCO Communities, Inc. f/k/a Warmington Homes
4 California, Inc. (“Defendants”) have entered into the Class Action Settlement and Release Agreement
5 (the “Settlement Agreement”) to resolve this matter.

6 WHEREAS, the Court has directed the parties to make certain changes that do not alter the
7 material terms of the Settlement Agreement, but do provide some clarification of terms and additional
8 procedural rights to class members, some of which shall be memorialized in modified Settlement Notice
9 documents.

10 PLAINTIFFS AND DEFENDANT HEREBY STIPULATE TO THE FOLLOWING
11 AMENDMENTS TO THE SETTLEMENT AGREEMENT:

12 1. The following Exhibits (attached hereto) shall replace the ones that were originally
13 attached to the Settlement Agreement executed by the parties:

- 14 a. Exhibit B – Settlement Notice
- 15 b. Exhibit C – Proposed Order Granting Preliminary Approval
- 16 c. Exhibit D – Request for Exclusion
- 17 d. Exhibit E – Prior Owner Verification Form.

18 2. It is hereby clarified, stipulated and agreed that under Section 1.6 of the Settlement
19 Agreement, there is only one owner in the chain of title who will qualify as a Class Member.

20 3. It is hereby clarified, stipulated and agreed that under Section 4.3.1 of the Settlement
21 Agreement, if a Settlement Notice has to be re-mailed, the time within which a potential class member
22 has to respond shall recommence from the date of that mailing.

23 4. It is hereby stipulated and agreed that under Section 4.4.1 of the Settlement Agreement,
24 the Arbitrator of potential disputes shall be Ross Feinberg of JAMS in place of Hon. Nancy Wieben
25 Stock (ret.) of JAMS.

26 5. It is hereby stipulated, clarified and agreed that under Section 4.6, a class member may:
27 (a) lodge an objection by not only the processes set forth in Section 4.6, but also by orally making an
28 objection at the Final Approval hearing, consistent with the language in the modified Settlement Notices

1 and Proposed Order Granting Preliminary Approval; and (b) appear at the Final Approval hearing
2 without filing any requisite paperwork with the Court of Settlement Administrator.

3
4 Dated: March 19, 2023

BRIDGFORD, GLEASON & ARTINIAN
KABATECK LLP
McNICHOLAS & McNICHOLAS, LLP

7 By: /s Richard L. Kellner

8 Richard L. Kellner
9 Michael Artinian
Counsel for Plaintiffs

10
11 SELLAR HAZARD & LUCIA

12
13 By: /s Corey Timpson

14 Corey Timpson
15 Counsel for Defendants
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**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 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. Class Representatives 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;
OR

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

- 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,
- 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 Representatives, and any other related expenses which may be approved by the Court. Each Class Member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and 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. In other words, there is only one owner in the chain of title who will qualify as a Class Member.

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: | |
| WHAT DO I HAVE TO DO TO QUALIFY FOR A PAYMENT | <p><u>For Present Owners of a Class Home.</u> If you presently own a class home, YOU DO NOT HAVE TO DO ANYTHING to receive a share of the Settlement Fund UNLESS a prior owner asserts that they replaced their home's copper pipe systems. IF A PRIOR OWNER SUBMITS A PRIOR OWNER VERIFICATION FORM stating that they replaced the entire copper pipe systems in the home, you can receive a share of the Settlement Fund ONLY IF you submit proof sufficient to convince an</p> |

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

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| | <p>arbitrator that the home had copper pipe systems in place at the time you purchased it.</p> <p><u>For Prior Owners of a Class Home.</u> If you are a prior owner of a class home, THE ONLY WAY YOU CAN QUALIFY AS A CLASS MEMBER and obtain a share of the Settlement Fund is if you submit a Prior Owner Verification Form {NO LATER THAN [DATE] and demonstrate that you replaced the entire copper pipe system when you owned the home.</p> <p>Class Member See Questions 7-8 and 23, <i>below</i>.</p> |
| <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, to the extent that you have any such claim. See Questions 13-15, <i>below</i>.</p> |
| <p>OBJECT [WRITTEN OBJECTION DUE BY [60 DAYS AFTER DATE OF NOTICE], 2023,</p> | <p>You may write the Court to say why you do not agree with any aspect of the proposed settlement. You may also attend the final approval hearing to present your disagreement to the Court, whether or not you put your objection in writing. 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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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. There is only one owner in the chain of title who will qualify as a Class Member.

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 "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 Class Representatives 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, these plaintiffs (also referred to as Class Representatives) 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 Class 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 Class 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

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

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 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 Settlement 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. There is only one owner in the chain of title who will qualify as a Class Member.

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 Representatives, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class Representatives' incentives, and Class Counsel's attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Class Members 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 Representatives 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 and all applicable pleadings and Notices can be viewed on the Settlement Administrator's website, www.warmingtoncopperpipe.com. You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (866) 826-2818 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

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

installation or use of copper pipes in the Homes and any alleged violations of California Civil 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 (866) 826-2818, 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 Settlement 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 Settlement Administrator who shall forward such writings to Ross Feinberg, Esq. 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 Mr. Feinberg's services shall be deemed a "cost" that shall be deductible from the Settlement Fund.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address, or if you currently have any plans to move, to ensure that your current address is used.

12. When will I get my payment?

Settlement payment checks will be mailed to the Class Members only after the Court grants “final approval” of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The earliest possible date that settlement payment checks can be mailed is _____, or ____ days after the date presently set for the 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 Settlement Administrator with a postmark no later than **[60-day date], 2022**, addressed to:

| |
|--------------------------|
| SETTLEMENT ADMINISTRATOR |
| ILYM |

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

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

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.

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

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 either: (1) appear in person or through counsel at the Final Approval Hearing (the details of which are on page 10 of this Notice) and state in detail the basis for your objection; or (2) 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. Your writing 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 personally provide them at the time of the Final Fairness Hearing, 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.

Your written objection, and any supporting records, must be mailed to the Settlement Administrator, postmarked no later than **[60-day date]**, _____, addressed to:

| |
|--------------------------|
| SETTLEMENT ADMINISTRATOR |
| ILYM |

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

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney 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 and fail to appear at the Final Fairness Hearing to state your objection, your objection will be deemed waived, , and will not be considered by the Court.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the 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 **2:00 pm (PST)** on _____, **2023**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana California 92701. The 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. 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, but you have the right to do so.. 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 an objection to the Settlement. 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.

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 Settlement Administrator:

Toll Free Number: (866) 826-2818

Email: _____

Contact the Attorneys for the Class:

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

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

You may also visit the Court's website to obtain access to the documents that have been filed in this case at www.occourts.org/online-service and then enter the case number (30-2013-689593) and the year of filing (2013), and then select the document that you want to obtain. There is a fee to purchase a document for viewing.

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

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

Dated: _____, 2023

Honorable Peter J. Wilson
JUDGE OF THE SUPERIOR COURT

1
2
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10 J KAMAL ALI, an individual; and
11 ZAINAB ALI, an individual; JOHN
12 TORPHY, an individual, and ELIZABETH
13 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,

14 Plaintiffs,

15 vs.

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

21 AND RELATED CROSS-CLAIMS.

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

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

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

Hearing Date: March 30, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: November 21, 2013

22 WHEREAS, Plaintiffs and Class Representatives Kamal Ali and Zainab Ali, and John
23 Torphy and Elizabeth Torphy (as Trustees of the John C. Torphy and Elizabeth M. Torphy Trust
24 Dated 5/5/2004 (“Plaintiffs”) and Defendants Warmington Residential California, Inc. and
25 REBCO Communities, Inc. f/k/a Warmington Homes California, Inc. (“Defendants”), have
26 reached a proposed settlement and compromise of the disputes between them in the above actions,
27 which is embodied in the Settlement Agreement, filed with the Court, including modifications
28 thereto (collectively attached hereto as Exhibit A, and hereinafter referred to as the “Settlement

Agreement”);;

WHEREAS, the Court by Hon. Glenda Sanders previously granted Plaintiff’s motion for class certification on July 26, 2022, and duly appointed Bridgford, Gleason & Artinian, Kabateck LLP, and McNicholas & McNicholas as Class Counsel, and duly appointed 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 as class representatives,

WHEREAS, the Parties have applied to the Court for preliminary approval of a proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement,;

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

AND NOW, the Court, having read and considered the Settlement Agreement and accompanying documents and the motion for preliminary settlement approval and supporting papers, and the Parties to the Settlement Agreement having appeared in this Court for hearings on Preliminary approval of the Settlement on March 30, 2023, IT IS HEREBY ORDERED AS FOLLOWS:

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

2. The Court grants preliminary approval of the terms and conditions contained in the Settlement Agreement,. The Court preliminarily finds that the terms of the Settlement Agreement are within the range of possible approval at the Final Approval Hearing.

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

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

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

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

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

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

26 8. The Court approves ILYM Group Inc. ("ILYM") as Settlement
27 Administrator to administer the notice and claims procedures of the Settlement for the purpose of
28 administering the proposed Settlement and performing all other duties and obligations of the

1 Settlement Administrator as defined in the Settlement, this Preliminary Approval Order, and/or as
2 may otherwise be ordered by the Court, with the understanding that ILYM's compensation will be
3 capped at \$27,000.00.

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

- 7 a. The Settlement Administrator shall serve by U.S. Mail the Class Notice,
8 Opt-Out Form and Prior Owner Verification Form on all individuals
9 within the chain of title of the Class Homes listed on Exhibit "A" to the
10 Settlement Agreement (attached as Exhibits "B", "C" and "D" hereto,
11 respectively);
- 12 b. For a Prior Owner of a home in the Class List to be included as a Class
13 Member, that Prior Owner must submit by mail or electronic means a
14 Prior Owner Verification Form to the Settlement Administrator by
15 within sixty (60) days of mailing by the Settlement Administrator
16 (Exhibit "D" hereto) that verifies that the Prior Owner replaced the
17 copper pipes in the Class Home with PEX or epoxy coating of the pipes.
- 18 i. In the event a prior owner submits a Prior Owner Verification
19 Form stating that the prior owner has replaced the homes' copper
20 pipes with PEX or epoxy coating, then the Settlement
21 Administrator shall provide the present owner with written
22 notice: (a) that a prior owner has submitted a Prior Owner
23 Verification stating that the prior owner replaced the homes'
24 copper pipes with PEX or epoxy coating; and (b) the present
25 owner has 30 days within which to submit a written verification
26 to the Settlement Administrator that the home had copper pipes
27 (without any epoxy coating) at the time the present owner
28 obtained title to the home. In the event that there is a dispute

1 between a prior and present owner as to whether a prior owner
2 had replaced the copper pipes with PEX or epoxy coating, then
3 the two homeowners shall submit proof supporting their claims
4 to the Settlement Administrator who will forward such
5 documentation to Ross Feinberg, Esq. (ret.) of JAMS who: (a)
6 shall serve as arbitrator of the dispute; and (b) whose
7 determination of those competing claims shall be binding. The
8 costs for Mr. Feinberg's services shall be deemed a "cost" that
9 shall be deductible from the Settlement Fund.

- 10 c. For a Present Owner of a home in the Class List to be included as a Class
11 Member, the Present Owner must not submit an Opt-Out Form and there
12 must not be a Prior Owner Verification Form submitted by a Prior
13 Owner for the subject Class Home unless that Prior Owner Verification
14 Form was withdrawn or determined by Mr. Feinberg to be invalid for
15 purposes of this settlement..
- 16 d. For all Notice papers returned as undeliverable or changed address, the
17 Settlement Administrator shall re-send the Notice documents after a
18 skip-trace, and the time frame for a potential class member to return any
19 forms shall re-commence from the date of that re-mailing.

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 Settlement Administrator with the addresses of all homes that are included within the
27 definition of the Class.

28 12. The Settlement Administrator must complete the notice mailing within

thirty (30) calendar days of preliminary approval being granted, in envelopes marked “Personal and Confidential.”

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

14. The Settlement Administrator must also create a dedicated website for this Settlement, which will provide a portal for electronic submission of Opt-Out Forms, Prior Owner Verification Forms and any Objections to the Settlement. The dedicated website shall also make available the Settlement Agreement, the operative complaint, the pleadings submitted in support of preliminary approval, approval of attorneys’ fees, costs and class representative enhancements, and final approval and all orders continuing or re-setting any hearing dates . The dedicated website shall also make available all Orders by this Court with respect to aforesaid motions.

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

16. Any member of the Class who desires to be excluded from the Class, and therefore not be bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written Opt-Out Form (attached as Exhibit “C” hereto).

17. Members of the Class shall have sixty (60) days from the Notice Date to submit objections and/or requests for exclusion. The Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, a final report stating the total number of

1 Class members who have submitted timely and valid Requests for Exclusion from the Class, and
2 the 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 **August 17, 2023**.

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 orally object to the settlement and,, to the extent allowed
18 by the Court, in support of or in opposition to, the fairness, reasonableness, and adequacy of the
19 Settlement, the application for an award of attorneys' fees, cost, and expenses to Class Counsel,
20 and any compensation to be awarded 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 **2:00 p.m. on**
25 **August 17, 2023** 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

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

24. If the Settlement is finally approved by the Court, the Court shall retain jurisdiction over the Settling Parties, the Class Members, and this Action in accordance with CCP § 664.6 and CRC Rule 3.769(h), with respect to matters arising out of, or in connection with, the Settlement, and may issue such orders as necessary to implement the terms of the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, without further notice to the Class Members.

IT IS SO ORDERED.

Dated:

Honorable Peter J. Wilson

JUDGE OF THE ORANGE COUNTY SUPERIOR COURT

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement Administrator

))))

Re: [ADDRESS OF CLASS HOME]

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

Revised Exhibit E to Settlement [Prior Owner Verification]

PRIOR OWNER VERIFICATION FORM

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

DEADLINE FOR POSTMARK OF RETURN FORM: _____]

To: Settlement 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