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

JAMES FOTI, an individual; MARC  
LEBLANC, an individual; PATRICIA  
LISCO, an individual; JEFF SWOBODA,  
an individual; LUCIANA SWOBODA, an  
individual, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

JOHN LAING HOMES (CALIFORNIA),  
INC., a Corporation; WL HOMES, LLC dba  
JOHN LAING HOMES, a Limited Liability  
Company; PLUMBING CONCEPTS, INC.,  
a Corporation; MUELLER INDUSTRIES,  
INC., a Corporation;

Defendants.

Case No. 30-2013-00649415-CU-CD-CXC

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

**ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT  
AND AWARDED ATTORNEYS’ FEES,  
LITIGATION COSTS AND CLASS  
REPRESENTATIVE SERVICE AWARD**

**Hearing Date: December 22, 2022**  
**Time: 2:00 p.m.**  
**Dept.: CX-101**

Complaint Filed: May 9, 2013

WHEREAS, on December 22, 2022, the Court held a hearing on the motion filed by  
Plaintiffs JAMES FOTI, JEFF SWOBODA AND LUCIANA SWOBODA (“Plaintiffs”) for final  
approval of the class action settlement with Defendants JOHN LAING HOMES  
(CALIFORNIA), INC. and WL HOMES, LLC dba JOHN LAING HOMES LLC (collectively  
hereinafter “Defendants”), embodied in the Parties’ Class Settlement and Release (as amended),

1 and also Plaintiffs' and Class Counsel's motion for final approval of the Class Counsel's award  
2 of attorneys' fees, litigation costs and class representative service award. Richard Kellner, Esq.  
3 of Kabateck LLP and Michael Artinian, Esq. of Bridgford Gleason & Artinian having appeared  
4 for Plaintiffs and Robert Titus of Lorber, Greenfield & Polito LLP having appeared for  
5 Defendants.

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

13 Having read and considered the Settlement and the papers filed in support of Plaintiffs'  
14 unopposed motion for final approval and Plaintiffs' and Class Counsel's papers requesting final  
15 approval of the Class Representative Service Award, the Class Counsel attorneys' fees, and the  
16 Class Counsel litigation costs (including the supporting declaration submitted by Makenna Snow  
17 of ILYM Group, Inc.), and the evidence and argument received by the Court on all of these  
18 motions, **the Court GRANTS final approval of the Settlement and ORDERS AND MAKES**  
19 **THE FOLLOWING FINDINGS AND DETERMINATIONS:**

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

24 2. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement  
25 Administrator, fully performed its duties in connection with the Settlement Notice including:  
26 (a) performing a title search on the 138 properties applicable to this settlement (b) printing and  
27 mailing the *Notice of Proposed Class Action Settlement and Final Hearing, Prior Owner*  
28 *Verification Form, and Opt- Out Form* to the homeowners in the chain of title to the 138

1 properties; (c) receiving and processing requests for exclusion; and (d) receiving and processing  
2 Prior Owner Verification Forms, and mailing a letter to the current owner. The forgoing  
3 comports with [California Rule of Court 3.766](#).

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

14 4. The Court determines that the notice provided in this Action was the best notice  
15 practicable, which satisfied the requirements of law and due process.

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

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

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

23 *(1) All present owners of residential homes in the St. Mays Road and*  
24 *Potters Bend projects constructed by John Laing Homes (California), Inc.*  
25 *and WL Homes, LLC dba John Laing Homes, LLC in Ladera Ranch,*  
26 *California as set forth in the Class Home List attached to the Settlement*  
27 *Agreement as Exhibit A (the “PROJECTS”) whose copper pipes have not*  
28 *been replaced with PEX or epoxy coating by prior owners of the homes; or*

1           (2) *prior owners of homes in the PROJECTS who replaced their copper*  
2           *pipes with PEX or epoxy coating.*

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

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

17          10.       The \$510,000.00 amount requested by Plaintiffs and Class Counsel for the Class  
18 Counsel Fees Payment is fair and reasonable. The Court grants final approval of, and orders, the  
19 Class Counsel attorneys' fees payment to be made in accordance with the Settlement.

20          11.       The Court finds that \$13,360.14 in Class Counsel's litigation expenses is fair and  
21 reasonable. The Court grants final approval of, and orders, the Class Counsel's litigation  
22 expenses in this amount to be made in accordance with the Settlement.

23          12.       The \$27,000 incurred by ILYM Group, Inc. (the Settlement Administrator) to  
24 date, which equals the cap on its Administrative Expenses, is fair and reasonable. The Court  
25 grants final approval of, and orders, the Settlement Administrator be paid this amount in  
26 accordance with the terms of the Settlement.

27          13.       The \$20,000.00 amount cumulatively requested by Plaintiffs for the Incentive  
28 Award is fair and reasonable given the amount of time and effort Plaintiffs expended, the

1 benefits conferred on the Class, and the risks undertaken by them. The Court grants final  
2 approval of, and orders the Class Representative service award of \$10,000.00 to James Foti, and  
3 \$10,000.00 to Jeff and Luciana Swoboda to be made in accordance with the Settlement.

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

13 15. Every Participating Settlement Class Member shall be bound by the Settlement  
14 and this Order. All Participating Settlement Class Members are bound to the Released Claims in  
15 favor of Defendants and the other Released Parties as set forth in the Settlement.

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

20 17. The Parties shall bear their own respective attorneys' fees and costs except as  
21 otherwise provided in the Settlement.

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

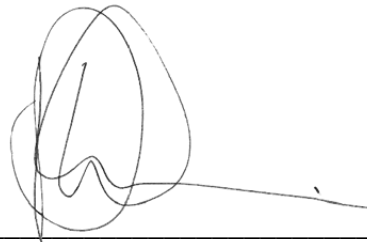
26 19. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely  
27 for purposes of enforcing the Settlement, addressing settlement administration matters, and  
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1 addressing such post-Judgment matters as may be appropriate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

3 20. The Court will hold a status conference for a final accounting on September 8,  
4 2023 at 9:00 a.m. Class Counsel shall submit a final report at least 10 days prior to that  
5 conference regarding the status of the settlement administration. The final report must include  
6 all information necessary for the Court to determine the total amount actually paid to class  
7 members and any amounts tendered to the State Controller's Office under Unclaimed Property  
8 law.

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10 **IT IS SO ORDERED.**

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13 Dated: December 23, 2022



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15 Hon. Peter Wilson  
16 JUDGE OF THE SUPERIOR COURT  
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