

1 Richard K. Bridgford, Esq., SBN: 119554
2 Michael H. Artinian, Esq., SBN: 203443
3 **BRIDGFORD, GLEASON & ARTINIAN**
4 26 Corporate Plaza, Suite 250
5 Newport Beach, CA 92660
6 Telephone: (949) 831-6611
7 Facsimile: (949) 831-6622

8 Richard L. Kellner, Esq., SBN: 171416
9 **KABATECK LLP**
10 633 West Fifth Street, Suite 3200
11 Los Angeles, CA 90017
12 Telephone: (213) 217-5000
13 Facsimile: (213) 217-5010

14 John Patrick McNicholas, IV, Esq., SBN: 125868
15 **McNICHOLAS & McNICHOLAS, LLP**
16 10866 Wilshire Blvd., Suite 1400
17 Los Angeles, CA 90024
18 Telephone: (310) 474-1582
19 Facsimile: (310) 475-7871

20 Attorneys for Plaintiffs GRANT CAIN and DEBORAH CAIN,
21 on behalf of themselves and all others similarly situated

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

24 MADLEN DYE, an individual; GRANT
25 CAIN, an individual; DEBORAH CAIN, an
26 individual, on behalf of themselves and all
27 others similarly situated,

28 Plaintiffs,

vs.

29 RICHMOND AMERICAN HOMES OF
30 CALIFORNIA, INC., a Corporation;
31 M.D.C. HOLDINGS, INC., a Corporation;
32 PLUMBING CONCEPTS, INC., a
33 Corporation; MUELLER INDUSTRIES,
34 INC., a Corporation; and DOES 1-100,

35 Defendants.

36 AND RELATED
37 CROSS-CLAIMS.

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

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

**DECLARATION OF MICHAEL H.
ARTINIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS FEES &
COSTS, AND INCENTIVE AWARD**

Hearing Date: February 23, 2023

Time: 2:00 p.m.

Dept.: CX-101

Complaint Filed: 05/09/201

[Notice of Motion, Memoranda of Points and
Authorities in Support of Final Approval and
Attorneys' Fees, Declarations of Richard
Kellner, Patrick McNicholas, Grant Cain,
Deborah Cain, and Makenna Snow filed
concurrently herewith.]

1
2 **DECLARATION OF MICHAEL H. ARTINIAN**

3 I, Michael H. Artinian, declare as follows:

4 1. I am an attorney at law duly licensed to practice before all of the courts of the State of
5 California and am an attorney at Bridgford, Gleason & Artinian, co-counsel of record for Plaintiffs
6 Grant and Deborah Cain (“Named Plaintiffs”) – as well as all other plaintiffs in the related OC
7 Copper Pipe cases. I have personal knowledge of the proceedings in this matter, including those facts
8 and circumstances stated herein. If called upon to do so, I could and would competently testify under
9 oath as to those matters set forth in this Declaration.

10 **DISCOVERY, INVESTIGATION & SETTLEMENT NEGOTIATIONS**

11 2. Prior to the commencement of this action, my firm along with co-counsel spent
12 substantial time investigating this action and has since devoted significant resources to the
13 prosecution of this action.

14 3. The parties participated in a mediation with Ross Feinberg, and engaged in subsequent
15 arm’s-length negotiations with defense counsel. As a result of the negotiations, the parties reached
16 agreement on settlement, the terms of which are reflected in the Settlement Agreement.

17 4. My firm and my co-counsel at McNicholas & McNicholas LLP and Kabateck LLP
18 (hereinafter collectively referred to as “Class Counsel”) have thoroughly investigated, reviewed and
19 researched the facts and law relating to this lawsuit and the related cases. Class Counsel is of the
20 opinion that the settlement documented in the Settlement Agreement is fair, reasonable, and
21 adequate, and in the best interest of the Class in light of all known facts and circumstances, including
22 the risk of significant delay, defenses asserted to the merits, insurance limitations as a result of the
23 bankruptcy issues associated with the builder-defendant, and the numerous potential appellate issues
24 that may arise.

25 5. Over the course of the litigation, Class Counsel has engaged in extensive legal
26 research, and has gathered additional information from the Named Plaintiffs. These efforts include
27 researching general theories of pinhole leaks, including applicability of SB 800 and other laws to the
28

1 facts of this case under several theories of liability; collecting pipe samples from homeowners that
2 contained the pinhole leaks, retaining and conferring with experts, and providing bids for repairs;
3 obtaining detailed information about various contractors used by builders on 70 separate
4 developments in Ladera Ranch, Yorba Linda, Irvine and San Clemente; researching the Santa
5 Margarita Water District; and obtaining extensive information from homeowners in the area
6 complaining of pinhole leaks, including the time and place of pinhole leaks experienced, which
7 companies made repairs, and the builder's responses to each report of a leak. Class Counsel has also
8 thoroughly reviewed the relevant facts and documents supporting the various claims made as alleged
9 in the litigation. I am informed and believe Defense counsel has engaged in a similar analysis and
10 has manually reviewed volumes of documents related to these claims.

11 6. Based on our substantial investigations and evaluations we are of the opinion that the
12 settlement with Defendant, is fair, reasonable, and adequate in light of all known facts and
13 circumstances, and is in the best interests of the Named Plaintiffs as well as each Class member –
14 including regarding the issues of disputed liability, the inherent risk of litigation and trial, the
15 potential for change in law, the nature and extent of damages, and the expense and risks of
16 maintaining and pursuing class action litigation through trial. Moreover, Class Counsel is cognizant
17 of the fact that the issues presented by this case are complex. The expense of continued litigation
18 would be enormous especially given the uncertainty of continued litigation, hence Class Counsel
19 believes that the Settlement Agreement reached benefits the Class and is in the best interest of each
20 Class Member.

21 7. The Settlement was reached only after the parties had an opportunity to diligently
22 investigate the factual and legal aspects of the matter via an extensive exchange of information and
23 data. Counsel for the parties are in agreement that the proposed Settlement Agreement is in the best
24 interests of the Named Plaintiffs and all individual Class Members.

25 8. Subject to the Court's final approval and pursuant to Section 382 of the California
26 Code of Civil Procedure and Rule 3.769, *et seq.* of the California Rules of Court, Plaintiffs and
27 Defendant have agreed to settle this Action by agreement upon the terms and conditions and for the
28

1 consideration set forth in the Settlement Agreement including, but not limited to, Defendant paying a
2 gross settlement amount of \$1,932,000.00.

3 9. The attorneys' fees and incentive awards were negotiated after the parties completed
4 negotiations and agreed upon all other material terms of relief for the Class.

5 10. Pursuant to the terms of the Settlement, Class Counsel request an award of **\$54,569.04**
6 in recoverable incurred costs, and **\$644,000.00** in attorneys' fees (which represents thirty-three and
7 one-third percent (33 1/3%) of the Gross Settlement Amount of \$1,932,000.00). Class Counsel has a
8 written agreement to distribute the awarded attorneys' fees between themselves as follows: (1)
9 Bridgford, Gleason & Artinian (41.8%); (2) Kabateck LLP (28.2%); (3) McNicholas & McNicholas
10 LLP (30%).
11

12 **EXPERIENCE OF BRIDGFORD, GLEASON & ARTINIAN**

13 11. My firm originated 15 of the 17 related OC Copper Pipe cases in Ladera Ranch, San
14 Clemente, Yorba Linda, and Irvine, which stemmed from prior multi-plaintiff complex construction
15 defect litigation my firm was counsel on. Those prior multi-plaintiff complex cases included pinhole
16 leak issues in Ladera Ranch. The cases were captioned *Flynn et al. v. Standard Pacific, et al.* –
17 Orange County Superior Court Case No.: 30-2010-00371011; and *Rubin et al. v. Standard Pacific, et*
18 *al.* – Orange County Superior Court Case No.: 30-2011-00471183.
19

20 12. At the outset of the instant pinhole leak class action cases, my firm sought to associate
21 with other experienced class action counsel. We ultimately chose to jointly prosecute these pinhole
22 class cases with the law firms of Kabateck, LLP, and McNicholas & McNicholas LLP.

23 13. Richard K Bridgford and I also have prior experience litigating copper pipe leak cases.
24 In addition to the above-referenced multi-plaintiff cases my firm handled that involved pinhole leak
25 issues (Richard Bridgford and I jointly litigated those cases), Richard Bridgford also litigated copper
26 leak construction defect cases representing a defendant developer (Ahmanson Developments, Inc.) in
27 the late 1990's and early 2000's.
28

1 14. My firm was also co-counsel on the related cases of *Constabileo v. MBK Builders,*
2 *Inc.*, Orange County Case No. 30-2013-00649426, *Cheung v. William Lyon Homes, et al.*, Orange
3 County Case No. 30-2013-00649548, and *Wang v. Woodbridge Pacific Group, LLC*, Orange County
4 Case No.: 30-2014-00740780 – in which this Court approved pinhole leak class settlements in August
5 2015, December 2015 and October 2017, respectively.

6 15. Examples of the numerous construction defect cases my firm has handled over the
7 years are:

- 8 a. *Farshchian v. Ahmanson Developments, Inc.*, LASC/Central, BC205655 (1999)
- 9 b. *Torrance-Windemere HOA v. Ahmanson Developments*, LASC/Southwest,
10 YC017528 (1993)
- 11 c. *Agagas v. Ahmanson Developments*, SBSC/Rancho Cuc., RCV054011 (2001)
- 12 d. *Claffey v. Ahmanson Developments*, SBSC/Rancho Cuc., RCV052360 (2001)
- 13 e. *Plunkett v. Ahmanson Developments*, OCSC/Central, 01CC02572 (2001)
- 14 f. *Garcia v. Ahmanson Developments*, Alameda/Oakland, H208572-0 (1999)
- 15 g. *Riddle v. Forecast Homes, Inc.*, LASC/Central, BC224332 (2001)
- 16 h. *New Summer Place v. Rockfield Development*, SBSC, SCV36843 (1997)
- 17 i. *Bloom v. D.T. Smith*, OCSC, 748117 (1995)
- 18 j. *The Vista Monte-Niguel Ranch HOA v. D.T. Smith*, OCSC, 748116 (1995)
- 19 k. *Wade v. JCC Homes*, LASC/South, NC018244 (1996)
- 20 l. *Cox v. J.C.C. Enterprises*, SBSC, SCV50465 (1998)
- 21 m. *Steiger v. J.C.C. Enterprises*, LASC, KC028271 (1998)
- 22 n. *Archbold v. D.T. Smith*, OCSC, 791323 (1998)
- 23 o. *Silverman v. Villa Serena*, Riverside Superior Court/Indio, INC018636 (2000)
- 24 p. *Stern v. EPAC Dos Vientos Partners*, Ventura Superior Court/East, SC032195
25 (2003)
- 26 q. *Olson v. Coldwell Banker*, OCSC/Complex, 05CC08332 (2005)
- 27 r. *Wilshire-Sieroty v. Lennar Homes*, LASC, BC379721 (2007)
- 28

- s. *Kofdarali v. Adams*, OCSC/Complex, 07CC09969 (2009)
- t. *Rubin v. Standard Pacific*, OCSC/Complex, 30-2011-00471183 (2011)
- u. *Flynn v. Standard Pacific*, OCSC/Complex, 30-2010-00371011 (2011)
- v. *The instant 17 Related OC Copper Pipe/Pinhole Leak Cases*

16. I have been practicing law for 23 years and have been associated with Bridgford, Gleason & Artinian since 2008. I received my Juris Doctorate from the University of San Francisco School of Law in 1999, where I was an editor on the Law Review, as well as a Moot Court member. I have extensive experience litigating cases in federal and state courts throughout California, including complex and class-action matters including the area of construction defect litigation. All of my time and professional skills were reasonable and necessary to the successful resolution of this case. My reasonable and appropriate hourly rate is \$850.00, based on my skill and experience.

I have been actively involved in the instant case (and all the related OC Copper Pipe cases) since inception; and have experience litigating class action matters. Prior to joining Bridgford, Gleason & Artinian in 2008, I litigated class action cases on the defense side involving wage and hour issues, and fuel measuring. Examples of those cases are:

- a. *Wendell v. Circle K Stores, Inc.*, SBSC/Western, SCVSS 089464 (2002)
- b. *Wehe v. Philips 66 Co.*, OCSC, 089464 (2002)
- c. *Rushing v. Ambest, Inc., et al.* (No. 2:07-cv-02300-KHV-JPO) N.D. Cal. No. 3:06-cv-07621-PJH (*In RE Motor Fuel Temperature Sales Parties litigation*, MDL, US District Court - District of Kansas) (2005).
- d. *West v. Circle K Stores, Inc.*, USDC/E.D. Cal., CIV.S-04-0438 WBS GGH (2005).

17. Since joining Bridgford Gleason & Artinian in 2008, I have also litigated a number of other class action cases on the plaintiffs' side, mostly in the wage and hour context.

18. Richard Bridgford has been practicing law for 37 years and founded BGA in 1990. He received his Juris Doctorate from Stanford University Law School in 1985. During law school, he externed on a full-time basis for the White House Legal Counsel, Washington D.C. in 1984. He has also been awarded a BV Peer Review Rating by LexisNexis Martindale-Hubbell. The BV Peer

1 Review Rating identifies a lawyer with high to very high legal ability. Richard and BGA are also
2 recognized by Best Lawyers for 2022 and 2023.

3 19. Richard has extensive experience with construction defect and delay claims litigation
4 representing numerous developers and contractors in litigation concerning both residential multi-unit
5 condominium and tract developments. These cases have included projects ranging from one unit to
6 over 1,000 units and commercial projects. Although primarily involved in representing developers,
7 owners, and general contractors, he has represented subcontractors as well.

8 20. In addition, our firm's experience includes (1) ongoing representation of 6,500
9 wildfire victims with over \$1 billion in claims; and (2) representing nearly 200 clients in the 2017
10 Vegas Shooting Cases, that included four wrongful death cases and numerous serious injury cases,
11 with a combined total of over \$40 million in settled claims. Richard also serves as president of the
12 UCI Law Dean's Advisory Board.

13 21. In the instant case, Richard and I competently performed necessary work in
14 preparation for hearings, motions, discovery, and participated in meetings and strategy toward
15 resolution of this matter.

16 22. All of the work undertaken and performed by Richard on this and the related cases
17 was necessary and reasonable.

18 23. To date, neither my firm nor any of the other three firms associated with Plaintiffs'
19 counsel have received any compensation for work related to the instant action.

20 24. Richard's reasonable hourly billing rate is \$925.00. This is a reasonable rate based
21 upon 37 years of experience as an attorney, Stanford law education, experience as a trial lawyer, the
22 results obtained in jury trials, and his expertise in the area of construction defect actions.

23 25. His experience is commensurate with that of a partner at any "blue-chip" law firm
24 such as Gibson, Dunn & Crutcher, Paul, Hastings, Janofsky & Walker, O'Melveny & Meyers, or
25 Latham & Watkins. In fact, he likely has more trial experience than most senior litigators in any of
26 those firms, as evidenced by his extensive trial record. He also started his career at Paul Hastings,
27 where he worked for two years.
28

1 26. We were also assisted in this matter by our associate, Brian P. Donoghue, Esq. Mr.
2 Donoghue has been practicing law for 14 years and has been associated with Bridgford, Gleason &
3 Artinian since 2012. Mr. Donoghue received his Juris Doctorate from the Chapman University
4 School of Law in 2008. Prior to joining Bridgford, Gleason & Artinian in 2012, Mr. Donoghue
5 worked for a firm specializing in construction defect and real estate litigation. All of Mr.
6 Donoghue’s time and professional skills were reasonable and necessary to the successful resolution
7 of this case. Mr. Donoghue’s hourly rate is \$495.00, and based on Mr. Donoghue’s skill and
8 experience, this rate is appropriate. Mr. Donoghue was been intricately involved in all aspects of this
9 and each of the related OC Copper Pipe cases since before their inception in 2013.

10 27. Attached to the Compendium of Exhibits as “**Exhibit H**” is a copy of the curriculum
11 vitae for Bridgford, Gleason & Artinian, indicating the background and accomplishments of the firm.
12

13 **BGA’S WORK FOR 9.5 YEARS ON THIS AND THE RELATED CASES RE: COSTS**
14 **AND ATTORNEYS’ FEES REQUESTED**

15 28. My firm, Kabateck LLP and McNicholas & McNicholas LLP were jointly involved in
16 the prosecution and settlement negotiations in this matter – but that joint approach was necessary
17 because of the firms’ relative roles in dealing with clients, class action issues, insurance issues, and
18 the substance of the case – not to mention having to allocate work between the firms given the sheer
19 number of related cases.
20

21 29. **First Phase: Pre-Filing through First Appeals:** Prior to filing the complaint in this
22 action in May 2013 (and the other OC Pipe cases), my firm expended significant time to research the
23 potentially novel litigation approach of applying SB 800 to a class action seeking recovery for copper
24 pipes that its experts had opined were corroding as a result of the combination of unique water
25 supplied to the homes and the copper pipes. Throughout the initial litigation period, my firm and my
26 co-counsel spent significant time gathering and assembling client documents, propounding and
27 responding to discovery, and maintaining ongoing client contact. There were also numerous status
28 conferences, pleading challenges, hearings, conferences with the various defense counsel regarding

1 motions and discovery issues, and also some preliminary settlement discussions in some cases.
2 During this initial phase, we had to communicate with literally hundreds of homeowners in various
3 areas of Orange County as part of our due diligence prior to (and subsequent to) the filing of these
4 class actions. Once the class actions were filed, there was publicity which resulted in an avalanche of
5 calls and other communications with putative class members. We also approached and evaluated
6 potential experts who could credibly evaluate the potential cause of the prolific corrosion and leaking
7 of copper pipes in Ladera Ranch. Once the expert consultants were identified and retained, the work
8 began for them to provide an initial evaluation of the potential causes of the prolific corrosion and
9 leaks and whether the causes would support SB 800 violations. Substantial time was also expended
10 to develop legal theories since there had not previously been a successful class litigation of SB 800
11 claims in California. At the same time, we had to investigate the facts and law regarding potential
12 arguments that certain putative class members' claims might be subject to binding arbitration clauses
13 and/or the prelitigation procedures of SB 800.

14 30. Following the filing of the initial wave of complaints, the defendants initiated their
15 first wave of motions as part of an apparent strategy to strike the class allegations in the complaints –
16 since they undoubtedly knew that it was not economically feasible for homeowners to litigate this
17 expert-driven case on an individual basis. This first round of motions to strike class allegations were
18 based upon the assertion that “construction defect actions are not suited for class actions.” My firm
19 and my co-counsel spent significant time opposing these motions – including legal research
20 performed by partners and associates, research of Legislative materials relating to the enactment of
21 SB 800, and the drafting of papers opposing the motions to strike. All of the legal arguments that
22 Class Counsel made in opposition to the initial wave of motions to strike class allegations were
23 largely identical for all OC Pipe cases because they were in response to substantively similar
24 defendant developers' motions – but still required individualized oppositions for each case,
25 consuming additional time and resources.
26

1 31. At the same time, the defendant developers sought pre-litigation site inspections and
2 other SB 800 remedies that we and the plaintiffs did not believe were required for SB 800 class
3 actions. All of this was extremely time-consuming for the Class Counsel team.

4 32. After Judge Perk granted developers' motions to strike class allegations, we then
5 turned our attention to the appeals. Two cases were selected to proceed on the appeals (*Brasch v. K.*
6 *Hovnanian* and *Chiang v. D.R. Horton*), with all the other OC Pipe cases (including this action) being
7 stayed during the pendency of the appeals. We researched and drafted the appellate briefs, and
8 argued the appeals, which resulted in reversals by unpublished opinions from the Fourth District on
9 August 19, 2015 in *Brasch v. K. Hovnanian Enterprises, Inc.* (Cal. App., 4th Dist., August 19, 2015)
10 2015 WL 4940632 and *Chiang v. D.R. Horton Los Angeles Holding Company, Inc.* (Cal. App., 4th
11 Dist., August 19, 2015) 2015 WL 4940630.

12 33. For this initial period of approximately 2.5 years of the litigation, my firm's lodestar
13 for the legal services described above and in the motion, supported by the declaration of Richard
14 Kellner which I have reviewed, were as follows:

Name	Position	Years Practice	Hours	Rate	Total
Richard Bridgford	Partner	37	423.25	\$925	\$391,506.25
Michael Artinian	Partner	23	985.45	\$850	\$837,632.50
Brian Donoghue	Associate	14	2,777.40	\$495	\$1,374,813.00
		Subtotal	4,186.10 Hrs		\$2,603,951.75

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19 34. **Second Phase: Post-First-Appeals through First Class Certification Order:**
20 During this next phase of the litigation, Judge Colaw agreed to have three of the OC Pipe litigation
21 cases take the lead for class certification purposes – with *Del Rivero v. Centex* class certification
22 motion being heard first on April 28, 2017, *Brasch v. K. Hovnanian* to be heard second and *Williams*
23 *v. Shea* to be heard third. (Kellner Decl., ¶ 82.) During this time period, there was extensive work
24 done by the law firms, including:

- 25 a. Continued contact with putative class members and the Plaintiffs.
26 b. Extensive interactions with defense counsel on the coordination of these related
27 actions, including status conferences and other proceedings.
28

- 1 c. The preparation of discovery requests and responses to discovery with respect to
2 individual class members. This included extensive individual inquiries regarding
3 completion dates for the construction of homes (for statute of limitations and
4 repose purposes), the history of leaks and the construction materials (and
5 subcontractors) at each of the projects.
- 6 d. The preparation and defense of dozens of plaintiffs for their individual depositions.
- 7 e. The preparation for and conduct of corporate representative depositions.
- 8 f. The development of the primary expert opinion of Dr. Brian Dempsey – whose
9 opinion has been used in every OC Pipe case by the Plaintiffs.
- 10 i. This included not only his opinion, but all of the support materials –
11 including those from the various water districts.
- 12 ii. Research regarding other experts used by the developers – including
13 those in an unsuccessful action that certain developers brought against the
14 water districts on claims that were similar to those raised by the plaintiffs
15 in these actions.
- 16 g. Development of other common experts, including a plumbing expert and a
17 damages/cost of repair expert.
- 18 h. The critical preparation for and taking of the deposition of defendants’ experts.
- 19 i. This included the critical deposition of David Howitt and Steven Reiber –
20 the defendants’ water chemist experts. The admissions adduced during
21 cross-examination of Dr. Howitt and Mr. Reiber were critical to
22 plaintiffs’ victories in all of the class certification motions.
- 23 ii. There were also statistics experts and other key defense witnesses that were
24 deposed by Class Counsel

25 35. The defendant developers also continued to file various motions attacking the
26 plaintiffs’ rights to bring SB 800 class actions – repeatedly seeking reargument whenever a new
27 appellate opinion was issued that conceivably affected their arguments. We spent significant time
28

1 drafting the Oppositions to these motions, as well as responses to repeated (and unsuccessful) writs
 2 that were filed by the developer defendants to the Court of Appeal (and the California Supreme
 3 Court). We also defended Dr. Dempsey at the numerous depositions noticed by the builder
 4 defendants in several of the related cases – which included spending time preparing Dr. Dempsey for
 5 his depositions and written expert opinions. Further, we prepared and defended the class
 6 representatives at their various depositions in this and the related cases. Class Counsel worked to
 7 prepare for these expert depositions – which role was similarly critical. We also worked extensively
 8 on the oppositions to the defendants’ motions to strike Dr. Dempsey’s expert opinions based upon
 9 *Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal.4th 747 and its progeny.
 10 The motions also entailed various attacks from the defendants as to whether SB 800 claims could be
 11 litigated as class actions.

12 36. Defendants also filed multiple motions to strike the class allegations – often repeatedly
 13 arguing in related cases that there were changes in the law that warranted reconsideration. Class
 14 Counsel spent significant time drafting the Oppositions to these motions, as well as responses to
 15 repeated (and unsuccessful) writs that were filed by the developer defendants to the Court of Appeal
 16 (and the California Supreme Court). Thereafter, the defendants continued to file motions contending
 17 that class actions are not permitted under SB 800, including their arguments that the Court of Appeal
 18 in *Acqua Vista Homeowners Assn. v. MWI, Inc.* (2017) Cal.App.5th 1129 and *McMillin Albany LLC*
 19 *v. Superior Court* (2018) 4 Cal.5th 241 constituted new law. Those motions were denied repeatedly
 20 at the trial court level, as well as on writs. Nonetheless, the legal work opposing such motions, and
 21 appearing for oral arguments in several cases given defendants’ repeated attacks, was extremely time
 22 consuming.

23
 24 37. For this 19-month phase of the litigation, my firm’s lodestar for the legal services
 25 described above were as follows:

Name	Position	Years Practice	Hours	Rate	Total
Richard Bridgford	Partner	37	411.00	\$925	\$380,175.00
Michael Artinian	Partner	23	1,155.40	\$850	\$928,090.00
Brian Donoghue	Associate	14	2,006.60	\$495	\$993,267.00
		Subtotal	3,573 Hrs		\$2,301,532.00

1 38. **Third Phase: Judge Sanders' Assignment, Second Appeal, Through the Present:**

2 Upon reassignment to Judge Sanders in early 2018, Class Counsel also prepared detailed
3 PowerPoints and prepared to present the various scientific, statutory, legal and procedural aspects of
4 the related class cases – including certification and expert issues. Needless to say, this was extremely
5 time consuming – yet essential since Judge Sanders requested to be “brought up to speed”, and would
6 be presiding over all of the OC Pipe class actions.

7 39. Meanwhile, the parties continued to conduct discovery, take/defend expert depositions
8 and prepare/oppose class certification motions and motions to strike Dr. Dempsey’s expert opinions.
9 Class Counsel worked together to accomplish the following ongoing litigation activities: (a) the class
10 action/expert related legal activities; (b) the construction defect and statutory legal activities; and (c)
11 litigation support consisting of research, document management, discovery work, and maintaining
12 ongoing client communications. Further, Class Counsel reviewed and revised drafts of legal briefs –
13 which required significant coordination and discussion among Class Counsel concerning legal issues,
14 strategy and procedure. It must be stressed that all of this legal work was against approximately eight
15 well-funded and motivated defense firms representing multiple developers.

16 40. On July 18, 2018, Judge Sanders denied – ostensibly for the final time – multiple
17 defendants’ motions to strike the class allegations based upon their argument that RORA prohibits
18 class actions. In her Order, Judge Sanders also certified her decision under Code of Civil Procedure §
19 166.1 for immediate writ or appeal. Judge Sanders’ intent was to have this matter finally resolved so
20 that all of the OC Pipe litigations could proceed. Further, Judge Sanders stayed the litigation of all of
21 the OC Pipe cases until the writ was determined by the Court of Appeal. Defendants filed their writs
22 in the *K. Hovnanian* and *Del Rivero* actions in September 2018.

23 41. While the writs were pending, the Court of Appeal, Second Appellate District, issued
24 an opinion in *Kohler Co. v. Superior Court* (2018) 29 Cal.App.5th 55 which held that the class action
25 device was not permitted for that particular SB 800 case. In November 2018, the Court of Appeal
26 invited the parties to submit letter briefs regarding the impact of *Kohler* on the appeal. On December
27 13, 2018, the Court of Appeal issued an Alternative Writ and Order to Show Cause to the trial court
28

1 in these matters (Sanders, J.) to either dismiss the class allegations or set forth the ground upon which
2 such dismissal would not be granted.

3 42. Upon remand, Judge Sanders ordered the parties to provide Supplemental Briefing on
4 the issue and held a hearing on the matter on January 19, 2019. Class Counsel drafted the briefs and
5 all responsive papers – again coordinating their efforts as they have throughout the 9.5 years of
6 litigating these 15 related cases. Class Counsel also argued at the January 2019 hearing. Needless to
7 say, this was critical to all of the OC Pipe cases because, if the defendants prevailed, the class
8 members’ ability to recover anything from the defendants would be severely compromised – if not
9 eliminated altogether. On February 7, 2019, Judge Sanders issued her opinion granting the motion to
10 strike class allegations under *Kohler*, while setting forth her analysis of why class actions are
11 permitted under RORA.

12 43. Class Counsel was then required to prepare the appeal from Judge Sanders’ February
13 7, 2019 Order, which included critical review and authorship on the complex and unprecedented
14 statutory issues. Plaintiffs’ highly detailed brief was 48 pages in length – and the Court is invited to
15 review the high quality of the submissions. (Compendium of Exhibits, **Exh. E.**) Again, Class
16 Counsel was extremely careful to avoid duplication of work and have their primary attorneys with
17 knowledge work on this critical part of the litigation.

18 44. For this 5+ year phase of the litigation, Class Counsel’s efforts were largely performed
19 by fewer billing attorneys – because the nature of this work was the higher-level appeals, class
20 certification motions and settlement discussions. The lodestar for the legal services of my firm
21 described above were as follows:

Name	Position	Years Practice	Hours	Rate	Total
Richard Bridgford	Partner	37	723.65	\$925	\$669,376.25
Michael Artinian	Partner	23	2,651.50	\$850	\$2,253,775.00
Brian Donoghue	Associate	14	3,537.20	\$495	\$1,750,914.00
		Subtotal	6,912.35 Hrs		\$4,674,065.25

26
27 45. Given the number of related cases involved, all time expended by the attorneys
28 working on this and the related cases was necessary and reasonable due to the multi-pronged attacks

1 by numerous builders' counsel, and the timeline for discovery, class certification and other motions,
2 and trial preparation.

3 **BGA's TIME AND COSTS INCURRED**

4 46. I compiled a list of all the time and expenses incurred by Bridgford, Gleason &
5 Artinian prosecuting this case and the related cases, which I reviewed with my staff for accuracy. My
6 firm (along with my co-counsel) has incurred expenses prosecuting this case. This sum does not
7 include the costs we will incur in filing the papers related to the final approval of this settlement.

8 47. I have gone through and reviewed for accuracy the extensive time records kept by the
9 attorneys from BGA that have work on this case and the related cases, and/or spoken with them
10 personally to confirm the number of hours they spent on this and the related cases, as well as costs
11 associated with this case. For this case, as well as all other related cases, time records are kept
12 contemporaneously when the billing event occurs, with few exceptions.

13 48. The time spent by members of my firm described above is accurately summarized in
14 the following table:

15 **This Case – "Case-Specific" Time**

16

Name	Status	Hours	Rate	Lodestar
Richard K. Bridgford	Partner	119.9	\$925.00	\$110,907.50
Michael H. Artinian	Partner	227.7	\$850.00	\$193,545.00
Brian P. Donoghue	14 th Year Associate	369.5	\$495.00	\$182,902.50
TOTALS		717.1		\$487,355.00

17
18
19
20
21

22 49. My firm was the primary contact for client intake for the instant action, as well as
23 sixteen (16) other related OC Copper Pipe class litigation cases in Ladera Ranch, San Clemente,
24 Irvine and Yorba Linda. The other cases are: *Warren v. Brookfield Homes, et al.* – Orange County
25 Superior Court Case No.: 30-2013-00648934; *Del Rivero v. Centex Homes, et al.* – Orange County
26 Superior Court Case No.: 30-2013-00649338; *Chiang v. D.R. Horton, Inc., et al.* – Orange County
27 Superior Court Case No.: 30-2013-00649345; *Brasch v. K. Hovnanian, et al.* – Orange County
28 Superior Court Case No.: 30-2013-00649417; *Constabileo v. MBK Homes, et al.* – Orange County

1 Superior Court Case No.: 30-2013-00649426.; *Cheung v. William Lyon Homes, et al.* – Orange
2 County Superior Court Case No. 30-2013-00649548; *Foti v. John Laing Homes, et al.* – Orange
3 County Superior Court Case No.: 30-2013-00649415; *Williams v. Shea Homes, Inc., et al.* – Orange
4 County Superior Court Case No.: 30-2013-00649466, *Ali v. Warmington Residential California, Inc.,*
5 *et al.* – Orange County Superior Court Case No.: 30-2013-00689593; *Shah v. Pulte Homes, et al.* –
6 Orange County Superior Court Case No.: 30-2014-00731604; *Smith v. Pulte Homes, et al.* – Orange
7 County Superior Court Case No.: 30-2015-00808112; *Fish v. Standard Pacific, et al.* – Orange
8 County Superior Court Case No.: 30-2015-00806712; *Specter v. Standard Pacific Corporation, et al.*
9 – Orange County Superior Court Case No.: 30-2015-00826840; *Sun v. Pardee Homes* – Orange
10 County Superior Court Case No.: 30-2016-00841111; *Thaiyananthan v. Pardee Homes* – Orange
11 County Superior Court Case No.: 30-2016-00842017; *Meifen Wang, et al. v. Kerrigan Yorba Linda*
12 *Estates, LLC, et al.*; and *Chow v. WL Homes, LLC, et al.* – Orange County Superior Court Case No.:
13 30-2016-00847536.

14
15 50. There was also significant “general” work done by my office, for the benefit of all the
16 related cases. As such, many hours were billed to a general case number (PIN249.001) that included
17 work for, and on behalf of, all seventeen (17) pinhole leak class litigation cases. The activities
18 included intake calls/emails for class representatives and members, research on topics applicable to
19 all pinhole cases, administrative/organizational duties, and other such activities.

20 51. Additionally, there was significant discovery work, expert work, motion work and
21 related tasks done across many of the related cases. And because of the related nature of the cases,
22 the Court attempted to coordinate the proceedings and motion practice via joint status conferences
23 and scheduling orders – in an attempt to avoid duplicative motion practice. As a result, the work
24 Class Counsel did in various cases throughout the 9.5 years of litigation provided for a common
25 benefit to the class members in each case, including the instant case.

26 52. I have gone through and reviewed for accuracy the extensive time records kept by the
27 attorneys in my office and/or spoken with them personally to confirm the number of hours they spent
28 on all the related cases, as well as costs associated with the general case number. For this case, as

1 well as all other cases, time records are kept contemporaneously when the billing event occurs, with
2 few exceptions.

3 53. As such, all hours my firm spent conducting “general” work, as well as time spent
4 conducting work across all the related OC Copper Pipe cases, have been totaled.

5 54. The time spent by members of my firm through October 2022 described above is
6 accurately summarized in the following tables:

7 **Pinhole Cases – All Related Cases Time**

8

9 Attorney	Status	Rate	Total Hours	Total Amount
10 Richard K. Bridgford	Partner	\$925.00	1,767.5	\$1,634,937.50
11 Michael H. Artinian	Partner	\$850.00	5,234.0	\$4,448,900.00
12 Brian P. Donoghue	14 th Year Associate	\$495.00	9,759.25	\$4,830,828.75
13			16,760.75	\$10,914,666.25

14 55. My firm and McNicholas & McNicholas have advanced/incurred costs of **\$26,361.98**
15 exclusively for the instant action. My firm requested and obtained McNicholas & McNicholas’s
16 costs from their billing department. A true and correct copy of my firm’s cost report (totaling
17 \$19,250.80), and McNicholas & McNicholas’s cost report (totaling \$7,224.89) itemizing the costs
18 advanced by our firms to date exclusively for the instant action are attached to the Compendium of
19 Exhibits as “**Exhibit I**”. However, to arrive at the cost number above: (a) On the McNicholas
20 **invoice, I subtracted the \$32.00 hotel parking charge, and the \$22.14 meal charge; and (b) on**
21 **my firm’s invoice, I subtracted the \$59.57 meal at depo charge)**. In addition to the \$26,361.98 in
22 advanced costs, my firm and my co-counsel have incurred an additional litigation cost (due and
23 owing) in this matter from class administrator **JND Legal** for the class notice and class
24 questionnaires that went out after the case was certified. A true and correct copy of the *discounted*
25 JND Legal invoice totaling \$25,000.00 is attached to the Compendium of Exhibits as **Exhibit “C”**.
26 Thus, the total **case-specific costs** for which Class Counsel seek reimbursement totals **\$51,361.98**,
27 summarized in the following table:
28

Case Specific COSTS

Source	Costs
<i>BGA & MM Cost Reports</i>	\$26,361.98
JND Legal Invoice – Class Notice and Questionnaire handling	\$25,000.00
SUM	\$51,361.98

56. My firm and McNicholas & McNicholas have incurred recoverable costs of **\$44,898.87** that were billed to a **general** case number that included work for the instant action, and on behalf of, all seventeen (17) related Ladera Ranch, Yorba Linda, Irvine and San Clemente pinhole leak class litigation cases. My firm requested and obtained McNicholas & McNicholas’s costs from their billing department. A true and correct copy of my firm’s (and McNicholas & McNicholas’s) detailed billing records itemizing the costs advanced to date in the General case numbers for the firms is attached the Compendium of Exhibits as “**Exhibit J**”. We have deducted the amounts previously awarded in cost reimbursements from the 3 settled cases. We have also **deducted** from the attached invoices the following costs the Court took issue with in our prior final approval application in the related case *Foti v. John Laing, et al.*: FOR BGA: \$372.59 for mileage; FOR M&M: \$196.97 for mileage, \$103.65 for transportation/ubers, \$5,753.41 for meals, and \$23,432.92 in hotels/lodging. The remaining **recoverable** general costs of **\$44,898.87** have been allocated among the 14 OC Copper Pipe cases by assigning each case 1/14 of the general case costs incurred. Therefore, **\$3,207.06** of general case costs have been allocated to this case.

57. The costs described above are accurately summarized in the following table:

General Pinhole Case Costs

Category of Cost	Total Costs	Allocated Costs (Divided by 14)
Costs Billed to General Case	\$44,898.87	\$3,207.06

58. In sum, the case-specific costs incurred by class counsel in this action, and those allocated from the General case to the instant action, for which Class Counsel request reimbursement total **\$54,569.04** as summarized below:

TOTAL COST REIMBURSEMENT REQUESTED

Source	Costs
<i>Dye v. Richmond American, et al.</i>	\$51,361.98
General Case Number (Allocated)	\$3,207.06
SUM	\$54,569.04

59. The billing rates of our firm are comparable to the rates requested by—and awarded to—these attorneys in other class actions successfully prosecuted by class counsel.

60. The rates for Bridgford, Gleason & Artinian listed above are comparable to the rates charged in the Southern California area by attorneys with similar skills and experience. Richard Bridgford has 37 years of experience as an attorney, and I have 23 years of experience as an attorney. BGA has an extensive background in complex litigation and have served as class counsel on other actions concerning similar actions. The above-listed rates for BGA associates are also reasonable rates in the Southern California market for attorneys with each of their respective qualifications and levels of experience.

61. My firm’s hourly rates are consistent with work performed by other attorneys with similar experience and expertise. According to The National Law Journal’s Nationwide Sampling of Law Firm Billing Rates, billing rates for senior partners and associates at the following firms based in Southern California were, at the end of 2014, as follows:

<u>Firm</u>	<u>Range of Billing Rate for Partners / Associates</u>
Irell & Manella	\$975 - \$800 / \$750 - \$395
Knobbe, Martens, Olsen & Bear	\$810 - \$450 / \$455 - \$305
Manatt, Phelps & Phillips	\$795 - \$640.00 /
O’Melveny & Myers	\$950 - \$615 /

1 Rutan & Tucker \$675 - \$345 / \$500 - \$230

2 Shepard, Mullin, Richter & Hampton \$875 - \$490 / \$535 - \$275

3 62. The 2015 National Law Journal Billing Rate Survey reports the following hourly rates
4 for California-based attorneys and staff: \$200-\$1,080 for partners; \$300-\$950 for associates; \$175-
5 \$595 for Of Counsel attorneys; and \$25-\$325 for paralegals.

6 63. The hourly rates listed above for my firm compare favorably with the 2014 and 2015
7 rates listed above, which are clearly lower than the rates now billed by those firms in 2022. Based on
8 the above and from the conversations with other lawyers in Orange County and Los Angeles, I am
9 aware that the billing rates for my firm are comparable and at times even lower than the billing rates
10 charged by many lawyers, including those with far less experience, who work at large defense
11 oriented law firms in Los Angeles, including many of the prominent firms against whom we typically
12 litigate our class action cases against.

13 64. Attached to the Compendium of Exhibits as **Exhibit "F"** are true and correct copies of
14 the 2014 and 2015 surveys discussed above.

15 65. Litigating this action from the initial filing of the complaint through reaching a
16 resolution with Defendant has required the expenditure of considerable time and expense by Class
17 Counsel. In fact, the requirements of litigating this action were so significant, that it precluded Class
18 Counsel and their attorneys from pursuing other cases of similar complexity.

19 66. Class counsel have a written fee-splitting agreement that states the division of the
20 requested attorney's fees of **\$644,000.00** amongst the following groups of class counsel as follows:
21 (1) Bridgford, Gleason & Artinian (41.8%); (2) Kabateck LLP (28.2%); (3) McNicholas &
22 McNicholas LLP (30%). Attached the Compendium of Exhibits as "**Exhibit K**" is a true and correct
23 copy of the Joint Prosecution Agreement between Bridgford, Gleason & Artinian; Kabateck, LLP;
24 and McNicholas & McNicholas LLP. Named Plaintiffs agreed to the fee split agreement between co-
25 counsel in this litigation, pursuant to California Rules of Professional Conduct 1.5.1.
26

27 67. Attached the Compendium of Exhibits as "**Exhibit L**" is a true and correct copy of a
28 combined Court docket printout for each of the related Copper Pipe cases, which reflects the

1 substantial volume of pleadings and motion work I and my co-counsel spent considerable time on
2 during the last 9.5 years of litigation.

3
4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed on the 27th day of January, 2023, at Newport Beach, California.
6

7 /s/Michael H. Artinian
8 Michael H. Artinian, Esq.

PROOF OF SERVICE
Dye v. Richmond American Homes, et al.
Orange County Superior Court Case No.: 30-2013-00649460

I, the undersigned, declare that:

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

On the date set forth below, I served the following document(s): **DECLARATION OF MICHAEL H. ARTINIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS FEES & COSTS, AND INCENTIVE AWARD** on the interested party(s):

SEE ATTACHED SERVICE LIST

by the following means:

- BY MAIL:** By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid. I am readily familiar with the business practice for collecting and processing correspondence for mailing. On the same day that correspondence is processed for collection and mailing it is deposited in the ordinary course of business with the United States Postal Service in Newport Beach, California to the address(es) shown herein.
- BY PERSONAL SERVICE:** By placing a true copy thereof, enclosed in a sealed envelope, I caused such envelope to be delivered by hand to the recipients herein shown (as set forth on the service list).
- BY OVERNIGHT DELIVERY:** I served the foregoing document by Overnight Delivery as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to recipients shown herein (as set forth on the service list), with fees for overnight delivery paid or provided for.
- BY ELECTRONIC MAIL (EMAIL):** I caused a true copy thereof sent via email to the address(s) shown herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: January 30, 2023

/s/Debbie Knipe
Debbie Knipe

SERVICE LIST
Dye v. Richmond American Homes, et al.
Orange County Superior Court Case No.: 30-2013-00649460

Keith E. Smith, Esq. Courtney Jakofsky, Esq. Jonathan J. Grisham, Esq. WOOD SMITH, ET AL. 21804 Cactus Avenue, Suite 200 Riverside, CA 92518	Counsel for Defendants RICHMOND AMERICAN HOMES and M.D.C. HOLDINGS, INC. Telephone: (951) 779-5000 Facsimile: (951) 755-1650 kesmith@wshblaw.com cjakofsky@wshblaw.com jgrisham@wshblaw.com jcarlin@wshblaw.com aphelpscharles@wshblaw.com twhitaker@wshblaw.com
Brian S. Kabateck, Esq. Richard L. Kellner, Esq. KABATECK LLP 633 West Fifth Street, Suite 3200 Los Angeles, CA 90017	Co-Counsel for Plaintiffs Telephone: (213) 217-5000 Facsimile: (213) 217-5010 bsk@kbklawyers.com rlk@kellnerlaw.com
John Patrick McNicholas, IV, Esq. Michael J. Kent, Esq. McNICHOLAS & McNICHOLAS, LLP 10866 Wilshire Blvd., Suite 1400 Los Angeles, CA 90024	Co-Counsel for Plaintiffs Telephone: (310) 474-1582 Facsimile: (310) 475-7871 pmc@mcnicholaslaw.com mjk@mcnicholaslaw.com