

NORTH CAROLINA GENERAL COURT OF JUSTICE, SUPERIOR COURT DIVISION

If you owned a home constructed by KB HOME in the Twin Lakes Homes or Wynbrooke Homes developments in Cary, North Carolina as of March 15, 2012, then you may be eligible to receive benefits from a class action settlement

The Business Court Division of the Superior Court of Wake County, North Carolina authorized this notice.

This is not a solicitation from a lawyer.

- This notice informs you of a proposed settlement in a class action lawsuit about whether KB Home Raleigh-Durham Inc. (“KB Home”) violated North Carolina law by constructing certain homes in the Twin Lakes and Wynbrooke subdivisions of Cary, North Carolina, without a weather-resistant barrier (“WRB”) underneath the exterior HardiePlank siding. The settlement resolves the lawsuit. KB Home denies that it did anything wrong or unlawful and denies any liability to Plaintiffs and to the members of the Settlement Classes.
- If this Notice was addressed to you, then as of March 15, 2012, according to the Parties’ records, you owned a home constructed by KB Home in either the Twin Lakes Homes or Wynbrooke Homes developments that was constructed without a weather resistant barrier underneath its HardiePlank siding, and your rights may be affected by the Settlement.
- You will need to file a Claim Form in order to qualify for benefits under the Settlement.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY 120 DAYS FROM THE EFFECTIVE DATE	This is the only way to receive benefits. The Effective Date is the date after the Court enters the Final Order and Judgment and the time for appellate review has expired. Once the Effective Date is established, the exact submission deadline will be available on www.twinlakesclassaction.com .
EXCLUDE YOURSELF BY MARCH 13, 2017	Request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against KB Home for any claims you might have that would otherwise be subject to the Release contained in the Settlement. KB will not have waived any defense it may have to any such lawsuit.
OBJECT BY MARCH 13, 2017	Remain in the Class and remain subject to the Settlement if the Court approves it, but write to the Court about why you do not like the Settlement or why you think the Settlement is unfair, inadequate or unreasonable or should not be approved.
GO TO A HEARING	Ask to speak in Court about the Settlement and whether it should be approved.
DO NOTHING	Get no benefits. Give up any rights you might have to ever sue KB Home about the legal claims in this case and resolved by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the settlement website at www.twinlakesclassaction.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will be provided to eligible participants only if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

	<u>Page</u>
BASIC INFORMATION	
1. Why is there a notice?.....	4
2. What is this lawsuit about?	4
3. Why is this a class action?	4
4. Why is there a settlement?	4
WHO IS IN THE SETTLEMENT?	
5. How do I know if I am in the settlement?.....	5
6. What if I am still not sure if I am included in the settlement?.....	5
SETTLEMENT BENEFITS	
7. What does the settlement provide?	5
8. What am I giving up to stay in the class?	6
HOW TO GET BENEFITS	
9. How can I get benefits?.....	6
10. When will I get my benefits?	7
EXCLUDING YOURSELF FROM THE SETTLEMENT	
11. How do I get out of the settlement?	7
12. If I don't exclude myself, can I sue KB Home for the same thing later?	8
13. If I exclude myself, can I still receive benefits?	8
OBJECTING TO THE SETTLEMENT	
14. How can I tell the Court if I do not like the settlement?.....	8
15. What is the difference between objecting and excluding?.....	9
THE LAWYERS REPRESENTING YOU	
16. Do I have a lawyer in this case?.....	9
17. How will the lawyers be paid?.....	9
THE COURT'S FAIRNESS HEARING	
18. When and where will the Court decide whether to approve the settlement?.....	9
19. Do I have to come to the hearing?.....	10
20. May I speak at the hearing?.....	10
IF YOU DO NOTHING	
21. What happens if I do nothing at all?.....	10
GETTING MORE INFORMATION	
22. How do I get more information?.....	10
APPENDIX A	11

BASIC INFORMATION

1. Why is there a notice?

If this Notice was addressed to you, then according to KB Home's records you own or owned a home in either the Twin Lakes Homes or Wynbrooke Homes developments on March 15, 2012, and that home was not constructed with a WRB underneath its HardiePlank exterior siding. The Court sent you this Notice because you have a right to know about a proposed Settlement of a class action lawsuit involving the homes, and about your options under the Settlement. This Notice summarizes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, how those benefits will be provided, and other important information.

However, this Notice is only a summary of the Settlement. The full Settlement Agreement, titled "Stipulation of Settlement and Release," is available for review at www.twinlakesclassaction.com. If there is any conflict between this Notice and the Settlement, the Settlement Agreement governs. You should review the full Settlement Agreement before deciding what to do.

2. What is this lawsuit about?

Special Superior Court Judge for Complex Business Cases Gregory P. McGuire is in charge of this case, and the case is called *Elliott et al. v. KB Home Raleigh-Durham, Inc.*, Case No. 08-CVS-21190. The people who sued are called the Plaintiffs, and the company they sued, KB Home, is called the Defendant.

The lawsuit claims that KB Home constructed homes in the Twin Lakes and Wynbrooke subdivisions in Cary, North Carolina without a WRB underneath the exterior siding, in violation of the North Carolina Building Code. The Plaintiffs' Complaint, Settlement Agreement, and other case-related documents are posted on the website, www.twinlakesclassaction.com. The Settlement resolves the lawsuit.

KB Home denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Classes. KB Home maintains that it properly constructed the homes and maintains that it complied with all applicable laws and regulations. The lawsuit does not allege that KB Home has caused anyone to suffer any personal injuries to date, and the Settlement does not include or release any personal injury claims or any unexpired express warranty claims under the terms of the KB New Home Limited Warranty Agreement.

3. Why is this a class action?

In a class action, one or more people, called "Class Representatives" (in this case Mark Elliott, Tor and Michelle Gabrielson, Michihiro and Yoko Kashima, and Fairway 13 Properties LLC) sue on behalf of people who have similar claims. Together, all these people with similar claims (except for those who exclude themselves) are members of Settlement Class A and Settlement Class B.

4. Why is there a settlement?

Both Plaintiffs and KB Home agreed to a settlement to avoid the costs and risks of further litigation and provide benefits to Settlement Class members. The Settlement Class representatives and the lawyers representing them (called "Class Counsel") believe that the Settlement is in the best interests of all Settlement Class Members.

QUESTIONS? VISIT WWW.TWINLAKESCLASSACTION.COM

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am in the settlement?

There are two Settlement Classes: Settlement Class A and Settlement Class B. A complete list of all Settlement Class A and Settlement Class B members is available online at www.twinlakesclassaction.com, and is attached to the Settlement Agreement as Exhibit C.

You are in either Settlement Class if you meet the class definition. Please review Exhibit C of the Settlement Agreement for an exhaustive list of homeowners who are class members.

Settlement Class A is defined as all persons in the State of North Carolina who owned a home on March 15, 2012 and still owned the home as of November 10, 2016, in the Twin Lakes Homes or Wynbrooke Homes developments in Cary, North Carolina constructed by Defendant KB Home without a weather-restrictive barrier behind the exterior veneer of HardiePlank cement fiber lap siding and are listed in Exhibit C of the Settlement Agreement. Excluded from the Class are: (a) any judge or magistrate presiding over this action and members of their families; (b) any Defendant and/or Third-Party Defendant and any entity in which any Defendant and/or Third-Party Defendant have a controlling interest or which has a controlling interest in any Defendant and/or Third-Party Defendant and its legal representatives, assigns and successors of any Defendant and/or Third-Party Defendant; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

Settlement Class B is defined as all persons in the State of North Carolina who owned a home on March 15, 2012, in the Twin Lakes Homes or Wynbrooke Homes developments in Cary, North Carolina constructed by Defendant KB Home without a weather-restrictive barrier behind the exterior veneer of HardiePlank cement fiber lap siding but who sold or otherwise transferred their ownership interest in the home after March 15, 2012, do not qualify as a Class A member and are listed in Exhibit C of the Settlement Agreement. Excluded from the Class are: (a) any judge or magistrate presiding over this action and members of their families; (b) any Defendant and/or Third-Party Defendant and any entity in which any Defendant and/or Third-Party Defendant have a controlling interest or which has a controlling interest in any Defendant and/or Third-Party Defendant and its legal representatives, assigns and successors of any Defendant and/or Third-Party Defendant; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

6. What if I am still not sure if I am included in the settlement?

If you are not sure whether you are a Settlement Class member, or have any other questions about the Settlement Agreement, visit the website at www.twinlakesclassaction.com, or contact the Settlement Administrator. You also may send questions to the Settlement Administrator at Twin Lakes Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

SETTLEMENT BENEFITS

7. What does the settlement provide?

If the Settlement is approved, KB Home will provide one of two benefits to Settlement Class A members and one of two benefits to Settlement Class B members.

What Settlement Class A members can get: Settlement Class A members may either choose a one-time lump sum cash payment or choose instead to apply for repairs to their homes. Settlement Class A members who select the one-time lump sum cash payment will receive an amount based on the original square footage of their home. Payments will range from \$6,500 to \$17,000. The full schedule of payments is available at www.twinlakesclassaction.com and is attached as Exhibit C to the Settlement Agreement. Alternatively, Settlement Class A members may apply for repairs to their homes. Under the repair option, a neutral company will scientifically test the moisture content level in certain parts of the home's structure, pursuant to a specific protocol set forth in a document called the Neutral Testing Protocol, which is part of the Settlement. If the moisture content level average is above 30%, that Settlement Class A member will receive repairs to their home consisting of 1) the removal of all the existing HardiePlank siding on a home that meets the requirements as outlined in the Neutral Testing Protocol; (2) the installation of a WRB; (3) the re-installation and painting of new HardiePlank siding; and (4) the reinstallation and painting of any trim board or other accessories which had to be removed in the process of removing the original HardiePlank siding. The nails and screws necessary to perform the reinstallation shall be furnished by those performing the Repairs. If you select the repair option but the moisture content level average for your home is below 30%, you will receive the same cash payment you would have received if you had not chosen the repair option with a deduction of \$2,000 for the anticipated average cost of the testing protocol.

What Settlement Class B members can get: Settlement Class B members may either choose a one-time lump sum cash payment or apply to receive a portion of actual decrease in sale price that resulted from actual disclosure to the buyer of the lack of WRB beneath the home's exterior siding. Settlement Class B members who select the one-time lump sum cash payment will receive \$3,250, and Settlement Class B members have the option of directing payment of their lump sum cash payment to the current owner of their home. Alternatively, Settlement Class B members may apply to receive the actual WRB-related decrease in sale price for the property up \$12,000.00. Settlement Class B members who select the actual decrease in sale price option must provide verifiable writings or other documents that were prepared at or before the time the house was sold that reflect the following information: (1) an actual disclosure of the lack of a WRB by the Settlement Class B member to the buyer at or before the time of sale; (2) a price reduction sought and obtained by the buyer due to the lack of a WRB; and (3) the specific amount of the sale price reduction credited or given. Opinion testimony, documents created post-sale, or mere reduction in sales price will not be accepted as proof of an actual sale price reduction due to the absence of WRB.

8. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you can't sue KB Home, continue to sue, or be part of any other lawsuit against KB Home about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The claims you will release are the Released Claims which are described in Appendix 1 and are more fully described in the Settlement Agreement. The Settlement Agreement is available at www.twinlakesclassaction.com.

HOW TO GET BENEFITS

9. How can I receive benefits?

To receive benefits, each Settlement Class Member must complete the Claim Form. Each Claim Form must bear the personal signature of all Settlement Class members. A Claim Form should have been mailed to you. You can also get a Claim Form at www.twinlakesclassaction.com, or by writing to the address below:

QUESTIONS? VISIT WWW.TWINLAKESCLASSACTION.COM

Twin Lakes Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

Please read the Claim Form instructions carefully. Fill out the Claim Form, have all of the owners of the home sign it, get it notarized, and mail it to the Settlement Administrator at the address listed above, postmarked no later than 120 days after the Effective Date. The Effective Date is the date after the Court enters the Final Order and Judgment and the time for appellate review has expired. Once the Effective Date has been established, the submission deadline will be updated on the website www.twinlakesclassaction.com.

There is a limit of one recovery of a settlement benefit per house.

If you do not submit a valid Claim Form by the deadline, you will not receive any settlement benefit.

10. When will I get my benefits?

Settlement Class members who submit timely, complete, and valid claim forms will receive the benefits for which they qualify after the Court grants “final approval” to the Settlement and after any appeals are resolved. If the Court approves the Settlement after a hearing on April 11, 2017, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the settlement?

If you want to keep the right to sue KB Home over the legal issues in this case, then you must take steps to get out of this Settlement and give up your right to benefits under this Settlement. This is called asking to be excluded from—or sometimes “opting out” of—the settlement class. To exclude yourself from the Settlement, you must complete and mail to the Claims Administrator a letter that includes the following:

- A caption or title that identifies it as “Request for Exclusion in *Mark Elliott, et.al. v. KB Home Raleigh Durham Inc., et al.*, No. 08-CV-21190 (Business Court for the Superior Court Division of Wake County, North Carolina);”
- Your name and address;
- A statement that you wish to be excluded from Settlement Class A or Settlement Class B (whichever applies); and,
- A personal and notarized signature by all owners of the property.

You must mail your exclusion request, postmarked no later than March 13, 2017 to the following addresses:

Settlement Administrator

Twin Lakes Settlement Administrator
Attn: Exclusions
1801 Market Street, Suite 660
Philadelphia, PA 19103

Class Counsel

Daniel K. Bryson
Scott C. Harris
WHITFIELD BRYSON & MASON
LLP
900 W. Morgan St.
Raleigh, NC 27603

KB Home’s Counsel

Michael W. Knapp
BRADLEY ARANT BOULT
CUMMINGS LLP
Hearst Tower
214 North Tryon, Suite 3700
Charlotte, NC 28202

QUESTIONS? VISIT WWW.TWINLAKESCLASSACTION.COM

If you don't submit your request for exclusion on time or if it is incomplete, you will remain a Settlement Class Member and will not be able to sue KB Home about the claims in this lawsuit. You may opt out of the Settlement Class only for yourself, and all owners of the relevant home must opt-out in order for an opt out by any owner of that home to be effective. So-called "mass" or "class" opt outs, whether filed by third parties on behalf of a "mass" or "class" of Settlement Class members or multiple Settlement Class members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed.

12. If I don't exclude myself, can I sue KB Home for the same thing later?

No. Unless you exclude yourself, you give up any right to sue KB Home for the claims that this Settlement resolves. The claims that this Settlement resolves are explained in Appendix 1 to this Notice. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

13. If I exclude myself, can I still get benefits?

No. You will not receive any benefits from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

14. How can I tell the Court if I do not like the settlement?

If you are a settlement Class Member, you can object to the Settlement or to Class Counsel's request for attorneys' fees and expenses. To object, you must send a notarized letter that includes the following:

- A caption or title that identifies it as "Objection to Class Settlement in *Mark Elliott, et.al. v. KB Home Raleigh Durham Inc., et al.*, No. 08-CV-21190 (Business Court for the Superior Court Division of Wake County, North Carolina);"
- An identification whether the objection is to either Settlement Class A or Settlement Class B;
- Set forth the specific reason(s), if any, for each objection, including all legal support the Settlement Class Member wishes to bring to the Court's attention and all factual evidence the Settlement Class Member wishes to introduce in support of the objection;
- Include all owners' name and addresses;
- Include all owners' personal signatures;
- Include an identification, by case style and number, of any other class settlements the objector or the objector's attorney(s) have asserted an objection; and
- Include an identification of all attorneys having a financial interest or stake in the objection.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to the Settlement Administrator, Class Counsel, and KB Home’s Counsel postmarked no later than **March 13, 2017** at the following addresses:

Settlement Administrator

Twin Lakes Settlement Administrator
Attn: Objections
1801 Market Street, Suite 660
Philadelphia, PA 19103

Class Counsel

Daniel K. Bryson
Scott C. Harris
WHITFIELD BRYSON & MASON
LLP
900 W. Morgan St.
Raleigh, NC 27603

KB Home’s Counsel

Michael W. Knapp
BRADLEY ARANT BOULT
CUMMINGS LLP
Hearst Tower
214 North Tryon, Suite 3700
Charlotte, North Carolina 28202

North Carolina Business Court

North Carolina Business Court
Chambers of Hon. Gregory P.
McGuire
Post Office Box 989
Raleigh, NC 27602

Clerk of Superior Court

Clerk of Superior Court
Wake County Superior Court
316 Fayetteville Street
Raleigh, North Carolina 27601

15. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers, called “Class Counsel,” to represent all Class Members: Daniel K. Bryson, Scott C. Harris, and Gary E. Mason of Whitfield Bryson & Mason LLP. You will not be personally charged for these lawyers. They will be paid under the terms of the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys’ fees and reimbursement of expenses not to exceed \$1,925,000. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that \$8,000 be paid to the Class Representatives (up to a maximum of \$32,000) who helped the lawyers on behalf of the whole Class. The fees and expenses and service payments awarded by the Court will be paid by KB Home separately from the settlement benefits to Settlement Class members.

THE COURT’S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

QUESTIONS? VISIT WWW.TWINLAKESCLASSACTION.COM

The Court will hold a Final Approval Hearing on April 11, 2017 at 2:00 p.m. at the Wake County Civil Courthouse, before the Honorable Gregory P. McGuire, 316 Fayetteville Street, Suite 1035, Courtroom 3B, Raleigh, North Carolina 27601.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.twinlakesclassaction.com for updates. At the Final Approval Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Settlement Class representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Also, Class Counsel is willing to answer any questions that the Court may have. But, you may come to the hearing at your own expense if you wish. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it's not required that you or your own attorney attend.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. If you are represented by an attorney, the attorney must file a notice of appearance 30 days before the originally scheduled date of the Final Approval Hearing, and serve a copy of the notice to Class Counsel and KB Home's Counsel. The Settlement Agreement and Preliminary Approval Order found at www.twinlakesclassaction.com contain the requirements for notices of appearance by attorneys.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will not get any benefits from the settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against KB Home about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a complete copy of the Settlement Agreement and other information at www.twinlakesclassaction.com. If you have additional questions or want to request a Claim Form, you can visit the settlement website at www.twinlakesclassaction.com; or write to Twin Lakes Settlement Administrator, 1801 Market Street, Suite 660 Philadelphia, PA 19103.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

QUESTIONS? VISIT WWW.TWINLAKESCLASSACTION.COM

Appendix A - Release and Waiver of Claims

1. The following Release will take effect upon the Final Settlement Date (the “Released Claims”).

In consideration for the Settlement benefits described in this Agreement, Plaintiffs and the other members of the Settlement Classes who do not timely and validly exclude themselves in accordance with the procedures set forth in the Settlement Notice, on behalf of themselves and on behalf of their heirs, guardians, executors, administrators, predecessors, successors and assigns, as well as any person accepting benefits under this Agreement, will, by virtue of this Agreement and by virtue of the Court’s Final Order and Judgment, be deemed to have fully, finally and forever released, remised, relinquished, acquitted, and forever discharged each and all of the Released Parties of and from, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Settlement Class or on behalf of any other person or entity, any claims, actions, causes of action, suits, rights, debts, obligations, reckonings, contracts, agreements, executions, promises, damages, liens, judgments and demands of whatever kind, type or nature whatsoever, both at law and in equity, whether past, present or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, whether based on federal, state or local law, statute, ordinance, regulation, code (including but not limited to building code), contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members had, or may have had against the Released Parties that were or reasonably could have been alleged by them or on their behalf in the Action or in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising out of or relating to the failure to install a weather-resistant barrier behind the exterior cladding during the construction of Class members’ homes by the Released parties from 2005 through 2007 or any other issues with their home that were or reasonably could have been discovered and/or alleged in the Action, including, but without in any way limiting the generality of the foregoing, the claims alleged in the Action, and any claims for breach of contract, breach of express or implied warranty, tort, or statutory violations arising from, or directly or indirectly, or in any way whatsoever, pertaining to or relating to the construction of Plaintiffs’ homes by the Released Parties from 2005, through 2007. Provided, however, that the Released Claims do not include personal injury claims, claims against those performing Repairs, claims arising out of or relating to the Repairs, and any claims that have not yet expired under the terms of the KB Home New Home Limited Warranty Agreement, if any, as of the Effective Date.

2. “Released Parties” means “KB HOME Raleigh-Durham Inc.”, and each and all of its current or former parent corporations, subsidiaries, divisions, related and affiliated companies and entities, principals, stockholders, directors, officers, employees, attorneys, representatives and agents, and all individuals or entities acting by, through, under or in concert with any of them.
3. Plaintiffs have acknowledged, and all Settlement Class Members will be deemed by the Final Order and Judgment to acknowledge, that certain principles of law, including, but not limited to, **Section 1542 of the Civil Code of the State of California, provide that “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”** To the extent that anyone might argue that these principles of

law are applicable, Plaintiffs have agreed that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished and released by them and all Settlement Class Members.

4. Plaintiffs have acknowledged, and all Settlement Class Members will be deemed by the Final Order and Judgment to acknowledge, that they are aware that they could conceivably hereafter discover claims that were existing in the past or present, that may be presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true with respect to the allegations or subject matters in the Action or with respect to the Released Claims but, nevertheless, intend to fully, finally and forever settle and release such matters, and all claims relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently **asserted in any action or proceeding**) **related in any way to the facts, transactions, and claims asserted in the Action or with respect to the Released Claims. Provided, however, that Settlement Class Members do not intend to settle or release any claims for personal injury or claims arising out of or relating to the repair work described in Section 4 of this Agreement, whether performed by the Released Parties as well as their agents, employees, independent contractors, subcontractors, or other representatives.**
5. **Nothing in the Release will preclude any filing in the Action seeking to have the Court enforce the terms of the Agreement, including participation in any of the processes detailed therein.**