

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO
CIVIL DIVISION**

Peter Tassi, et al.,	:	Case No. 20 CVH 3361
	:	
Plaintiffs,	:	Judge Holbrook
	:	
v.	:	
	:	
Homewood Corporation, et al.,	:	
	:	
Defendants.	:	
	:	

Jacob P. Trinka, et al.,	:	Case No. 18 CVH 2023
	:	
Plaintiffs,	:	Judge Holbrook
	:	
v.	:	
	:	
Trinity Home Builders, LLC,	:	
	:	
Defendant.	:	
	:	

[PROPOSED] PRELIMINARY APPROVAL ORDER

This Court has reviewed the joint motion for preliminary approval of class action settlement, including the Class Action Settlement Agreement, (“Settlement Agreement”). Based on this review and the findings below, the Court finds good cause to grant the motion.

1. Unless otherwise noted, all capitalized terms in this Preliminary Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiffs Jacob P. and Kirsten M. Trinka and Peter and Jennifer Tassi (collectively, “Plaintiffs”) and Defendants Trinity Home Builders, LLC (“Trinity”), Defendants Homewood

Corporation and Homewood Building Company, LLC (“Homewood”) (Homewood collectively together with Trinity, “Defendants”) (all together, “the Parties”).

2. This Court has jurisdiction over the subject matters of the Tassi Action and the Trinkka Action (collectively the "Litigation") and personal jurisdiction over all parties to the Litigation, including everyone in the Trinkka Class and the Tassi Class.

3. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Settlement Agreement and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the proposed settlement as set forth in the Settlement Agreement.

4. The Notice and Claim Form attached to the Settlement Agreement and their manner of transmission, which shall consist of direct mail of the Notice only with reference to a website where the Claim Form and Opt-out Form and other information can be found, comply with Rule 23 and due process because the notices and forms are reasonably calculated to adequately apprise the Trinkka Class and the Tassi Class of (i) the pending lawsuits, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement.

5. The Court has read and considered the papers filed in support of the Motion for Preliminary Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

6. Based on the papers filed with the Court, the Court now gives preliminary approval to the Settlement and preliminarily finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Trinkka Class and the Tassi Class. The complex legal

and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, further support this finding.

7. The Court finds, for settlement purposes only, as to the Trinka Class: (a) the Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and those common questions predominate over any questions affecting only individual members; (c) Representative Plaintiffs and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Class; and (d) certification of the Class is an appropriate method for the fair and efficient adjudication of this controversy.

8. The Court finds, for settlement purposes only, as to the Tassi Class: (a) the Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and those common questions predominate over any questions affecting only individual members; (c) Representative Plaintiffs and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Class; and (d) certification of the Class is an appropriate method for the fair and efficient adjudication of this controversy

IT IS ORDERED THAT:

9. **Settlement Approval.** The Settlement Agreement, including the Notice and Claim Form attached to the Settlement Agreement are preliminarily approved, and shall be incorporated into any final order in this case.

10. **Appointment of Settlement Administrator and the Provision of Class Notice.** American Legal Claim Services is appointed as the Settlement Administrator. The Settlement Administrator will notify everyone on the Class Lists of the settlement in the manner specified in

the Settlement Agreement. The Court further finds that the notice plan described in the Settlement Agreement is the best practicable under the circumstances. The notice plan is reasonably calculated under the circumstances to inform both the Trinkka Class and the Tassi Class of the pendency of the Tassi Litigation and the Trinkka Litigation, certification of a Tassi Class and Trinkka Class, the terms of the settlement, Class Counsel's fee application, the claim process, and their rights to opt out of the Tassi Class and the Trinkka Class or object to the settlement. The Notices and notice plan constitute sufficient notice to all persons entitled to notice. The Notices and notice plan satisfy all applicable requirements of law, including but not limited to Ohio Civil Rule 23 and the Constitutional requirement of due process.

11. **Claim for a Settlement Award.** Class Members who want to receive an award under the Settlement Agreement must accurately complete and submit a Claim Form to the Settlement Administrator by 60 days after the Preliminary Approval Date.

12. **Objection to Settlement.** Any Class Member who has not submitted a timely written exclusion request pursuant to paragraph 14 below may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the Fee Award, or the payment to Representative Plaintiffs only by delivering written objections to the Court no later than the Objection Deadline Date. Written objections must be in writing, filed with the Court or mailed to the Clerk's Office of the Franklin County Court of Common Pleas, by no later than the Objection Deadline Date. Any objection regarding or related to the Settlement Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in "*Trinka v. Trinity Home Builders, LLC*, Franklin County, Ohio Case No. 18-CV-002023" or "*Tassi v. Homewood Corp*, Franklin County, Ohio Case No. 20-CV-003361" and shall also contain the following information: (i) the objector's name, address, and telephone number, (ii) the name, address, and telephone

number of any attorney for the objector with respect to the objection; (iii) the factual basis and legal grounds for the objection, including any document sufficient to establish the basis for his or her standing as a Class Member, and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and the objector's attorney (if applicable) has objected to a proposed class action settlement. If an objecting party chooses to appear at the hearing, no later than the Objection Deadline Date, a notice of intention to appear, either in person or through an attorney, must be filed with the Court and list the name, address, and telephone number of the person and attorney, if any, who will appear.

13. **Failure to Object to Settlement.** Class Members who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

14. **Requesting Exclusion.** Class Members may elect not to be part of the Classes and not to be bound by this Settlement Agreement. Individual requests for exclusion must be mailed to the Settlement Administrator at the address set forth in the Notice and postmarked, or submitted through the Settlement website, no later than the Objection Deadline Date. A request for exclusion must set forth the individual's name and address and must clearly state that the individual wishes to be excluded from the Litigation and the Agreement. Any person or entity who timely submits a request for exclusion shall no longer be considered a member of the Classes, and shall be entitled to none of the benefits, nor subject to any of the obligations of this Settlement Agreement.

a. **Provisional Certification.** The Court provisionally certifies, for settlement purposes only, the following Classes:

i) For the Trinkka Litigation, the current owners of the homes set forth by address in the Class List attached as Exhibit A, but excluding anyone on Exhibit A owning: (1) homes obtained by Trinity as part of its buy-back program that were built by a builder other than Trinity; (2) homes not built and sold by Trinity between January 1, 2009, through March 7, 2018; and (3) homes not located in the following Ohio Counties: Franklin, Licking, Delaware, Fairfield, and Union. Original homeowners who are not current homeowners are not included in this Class and the subclass certified in the Trinkka Litigation is to be decertified by Order of the Court, upon request of all Parties to the Trinkka Litigation as a condition of this Settlement Agreement.

ii) For the Tassi Litigation, the current owners of the homes set forth by address in the Class List attached as Exhibit B, but excluding anyone on Exhibit B owning: (1) homes that have had their original roof replaced; (2) homes that the chain of title reflects had previously been transferred through a foreclosure proceeding; (3) homes obtained by Homewood as part of its buy-back program that were built by a builder other than Homewood; (4) homes not built and sold by Homewood between January 1, 1999, through March 7, 2018; and (5) homes not located in the following Ohio Counties: Franklin, Licking, Delaware, Fairfield, and Union. Original homeowners who are not current homeowners are not included in this Class.

15. **Conditional Appointment of Class Representatives and Counsel.** For settlement purposes only, the Court conditionally appoints the Representative Plaintiffs as class representatives of the Tassi Class and Trinkka Class. For settlement purposes only, the Court conditionally appoints the following counsel as Class Counsel. Plaintiffs and Class Counsel must fairly and adequately protect the Tassi Class's and the Trinkka Class's interests:

Robert Huff Miller LLC, 100 East Broad Street, Suite 230, Columbus, OH 43215 as well as Robert Huff Miller, Esq., as a member of that law firm.

The Patmon Law Firm LLC, 4200 Regent Street, Suite 200, Columbus, OH 43219 as well as William Patmon III, as a member of that firm.

Murray Murphy Moul + Basil LLP, 1114 Dublin Road, Columbus, OH 43215 as well as Joseph Murray, Esq. and Geoffrey Moul, Esq., as members of that firm.

16. **Stay of Other Proceedings.** The Court hereby orders that any actions or proceedings in any court in the United States involving any Released Claims asserted by any Releasing Parties, except any matters necessary to implement, advance, or further the approval of the Settlement Agreement are stayed pending the Final Approval Hearing and issuance of any final order and judgment.

17. **Termination.** If the Settlement Agreement terminates for any reason, the following will occur: (a) class certification pursuant to this Order will be automatically vacated; (b) Plaintiffs and Class Counsel will stop functioning as the class representative and class counsel, respectively, except to the extent previously appointed by the Court; and (c) this Litigation will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, other than as to payments made to, or owed for work already incurred by, the Settlement Administrator. Neither the settlement nor this Order will waive or otherwise impact the Parties' rights or arguments.

18. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any party.

19. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

20. **Modifications.** Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement. The parties may further modify the Settlement Agreement prior to the Final Approval Hearing so long as such modifications do not materially change the terms of the settlement provided therein. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the parties, if appropriate, without further notice to Class Members.

21. **Final Approval Hearing.** On March 6, 2026, at 9:00AM, this Court will hold a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. Plaintiffs' and Class Counsel's motion for attorneys' fees and expenses for Class Counsel shall be filed thirty (30) days after the Notice Date. Plaintiffs' motion in support of Final Approval shall be filed fifteen (15) days before the Final Approval Hearing. Any brief Defendants may choose to file shall be filed on or before seven (7) calendar days before the Final Approval Hearing. This Court may order the Fairness Hearing to be postponed, adjourned, continued, or set for remote appearances. If that occurs, the updated hearing date or location shall be posted on the Settlement Website, but other than the website posting, the parties will not be required to provide any additional notice to Class Members.

22. **Summary Timeline.** The Settlement Agreement and this Order provide for the following timeline dates and deadlines related to the provision of notice and the Final Approval Hearing:

Last day for the Settlement Administrator to publish the Settlement Website and begin operating a toll-free telephone line, email address, and P.O. Box to accept inquiries from the Classes	On or before 15 days after entry of Preliminary Approval Order
Settlement Administrator provides Notice to the Classes	On or before 15 days after entry of Preliminary Approval Order
Last day for Class Counsel to file motion in support of Fees, Costs, and Expenses Award and apply for incentive award	On or before 60 days after entry of Preliminary Approval Order
Last day for Class Members to file Claim Forms, object and for persons in the Classes to request exclusion from the Classes	On or before 60 days after entry of Preliminary Approval Order
Deadline for filing Motion for Final Approval	15 days prior to Final Approval Hearing
Responses to Objections	7 days prior to Final Approval Hearing
Final Approval Hearing	March 6, 2026 at 9:00AM

IT IS SO ORDERED.

JUDGE MICHAEL HOLBROOK

Date

Approved:

/s/ Robert Huff Miller

Robert Huff Miller (0076939)
ROBERT HUFF MILLER LLC
100 East Broad Street
Columbus, OH 43215
Telephone: 614.384.5794
Facsimile: 614.441.9280
Email: rob@roberthuffmiller.com

William W. Patmon, III (0062204)
The Patmon Law Firm LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Phone: (614) 944-5786
Facsimile: (614) 448-4393
wpatmon@patmonlaw.com

Joseph F. Murray (0063373)
Geoffrey J. Moul (0070663)
Murray Murphy Moul + Basil LLP
1114 Dublin Road
Columbus, OH 43215
Telephone: 614.488.0400
Facsimile: 614.488.0401
E-mail: murray@mmmb.com
E-mail: moul@mmmb.com

*Attorneys for Plaintiffs and the
Proposed Classes*

/s/ Richard C.O. Rezie (per email auth.)

RICHARD C.O. REZIE (0071321)
KOHL SCHNEIDER (0059641)
MAIA E. JERIN (0092403)
THERESA A. RICHTHAMMER (0068778)
GALLAGHER SHARP LLP
1215 Superior Avenue, 7th Floor
Cleveland, OH 44114
(216) 241-5310 Telephone
(216) 241-1608 Facsimile
rrezie@gallaghersharp.com
mjerin@gallaghersharp.com
kschneider@gallaghersharp.com
trichthammer@gallaghersharp.com

TODD NEUMAN (0059819)
JEFFREY CORCORAN (88222)
ALLEN STOVALL NEUMAN & ASHTON LLP
10 West Broad Street, Suite 2400
Columbus, OH 43215
(614) 221-8500 Telephone
(614) 221-5988 Facsimile
E-Mail: neuman@aksnlaw.com
E-Mail: corcoran@asnalaw.com

Douglas J. Schockman (0063278)
Fishel, Downey, Albrecht & Riepenhoff, LLP
7775 Walton Parkway, Suite 200
New Albany, OH 43054
P: (614) 221-1216
F: (614) 221-8769
dschockman@fisheldowney.com

Attorneys for Defendants

Franklin County Court of Common Pleas

Date: 12-16-2025
Case Title: JACOB P TRINKA ET AL -VS- TRINITY HOME BUILDERS LLC
Case Number: 18CV002023
Type: ORDER

It Is So Ordered.

The image shows a handwritten signature in black ink that reads "Michael J. Holbrook". The signature is written over a blue circular seal. The seal contains the text "COMMON PLEAS" at the top, "FRANKLIN COUNTY, OHIO" in the middle, and "ALL THINGS ARE POSSIBLE" at the bottom.

/s/ Judge Michael J. Holbrook

Court Disposition

Case Number: 18CV002023

Case Style: JACOB P TRINKA ET AL -VS- TRINITY HOME BUILDERS LLC

Motion Tie Off Information:

1. Motion CMS Document Id: 18CV0020232025-11-2199970000
Document Title: 11-21-2025-MOTION - PLAINTIFF: JACOB P. TRINKA
Disposition: MOTION GRANTED