

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

JACOB P. TRINKA, et al.)	CASE NO. 18 CV 002023
)	
Plaintiffs,)	JUDGE MICHAEL HOLBROOK
)	
v.)	
)	
TRINITY HOME BUILDERS, LLC,)	
)	
Defendant,)	
)	
)	
-AND-)	
)	
PETER AND JENNIFER TASSI,)	CASE NO. 20 CV 003361
)	
Plaintiffs,)	JUDGE MICHAEL HOLBROOK
)	
v.)	
)	
HOMEWOOD CORP., et al.,)	
)	
Defendants.)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter the “Settlement Agreement”) is entered into by the Parties as defined in Section I.B.22 of this Settlement Agreement. The Parties enter into this Settlement Agreement to resolve fully and finally all Released Claims of Class Representatives and the Class Members. Therefore, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged by the Parties, it is hereby stipulated and agreed, by, between and among the Parties, that the Trinka Litigation and Tassi Litigation are hereby deemed to be settled and compromised,

and the Released Claims dismissed with prejudice on the following terms and conditions, subject to the approval of the Court:

I. DEFINITIONS

A. Rules of Definitions

Unless otherwise indicated, defined terms include the plural as well as the singular. Any term herein defined by this Settlement Agreement shall have such meaning as set forth in this Settlement Agreement and, unless such meaning is expressly amended subsequently, such meaning shall remain in effect. Unless the context otherwise requires, a reference to any law or governmental regulation includes any amendment, modification or successor thereto; a reference to any person includes his or her successors, employees, agents, attorneys, representatives, insurers, reinsurers, administrators, executors, successors, heirs, guardians, representatives, and assigns; the words “include,” “includes,” and “including” are not limiting and shall be deemed to be followed by the words “without limitation” whether or not in fact followed by such words or words of like import; and the terms “hereof,” “herein,” “hereunder” and comparable terms refer to this entire Settlement Agreement with respect to which such terms are used and not to any particular article, section, subsection, or subdivision thereof.

References to Parties, Plaintiffs, the Class Members, and/or the Class Representatives shall each read most broadly whether capitalized or not, whether used singularly, or together, within this Settlement Agreement.

B. Defined Terms

As used in this Settlement Agreement, the following terms have the meanings specified below:

1. “Authorized Claimant” means Class Members who have timely submitted a fully completed Claim Form confirming that they are Class Members.
2. “Settlement Fund” means the amount to be collectively paid by Trinity and Homewood as further defined in Section III.B.1.
3. “Claim” means any claim, count, or allegation set forth in the Trinka Complaint or Tassi Complaint (or any amendments thereto) or advanced in the Trinka Litigation or Tassi Litigation arising from or in any way relating to any alleged under ventilation of a roof and/or attic in any home constructed by the Defendants.
4. “Claims Administrator” means an entity selected by the Parties, and/or Trinity and/or Homewood, and any successors designated by the Parties, to effectuate the processing and distribution of the Notice and Settlement Payments contemplated under this Settlement Agreement.
5. “Claim Form” means the form provided to the Classes by the Claims Administrator.
6. “Classes” means the following :
 - a. For the Trinka 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 Trinka Litigation is to be decertified by Order of the Court, upon request of all Parties to the Trinka Litigation as a condition of this Settlement Agreement. The Class identified in this subsection may be referred to as the “Trinka Class.”

b. 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. The Class identified in this subsection may be referred to as the “Tassi Class.”

7. “Class Counsel” means collectively:

a. 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.

b. 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.

c. 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.

8. “Class Counsel’s Fees” means the amount awarded to “Class Counsel” by the Court for prosecuting the Trinkka Litigation and Tassi Litigation and implementing this Settlement Agreement to be paid out of the Settlement Fund, but not including costs and expenses.

9. “Class Members” means the Class Representatives and, unless they timely opt out, all persons who are included in the definitions of the Classes. The members of the Trinkka Class may be referred to as the “Trinka Class Members” and the members of the Tassi Class may be referred to as the “Tassi Class Members.”

10. “Class Representatives” means Plaintiffs Jacob and Kirsten Trinka acting on behalf of themselves, and each of them, and on behalf of the Trinka Class in the Trinka Litigation as defined in Section I.B.6.a. and Peter and Jennifer Tassi acting on behalf of themselves, and each of them, and on behalf of and the Tassi Class in the Tassi Litigation as defined in Section I.B.6.b.

11. “Class Lists” means Exhibits A and B.

12. “Trinity” shall mean Defendant Trinity Home Builders, LLC and its present and former officers, directors, partners, associates, owners, principals, successors, directors, employees, agents, attorneys, insurers, reinsurers, stockholders, members, representatives, heirs, administrators, executors, successors and assigns, and any other person or entity acting on its behalf.

13. “Homewood” shall mean Defendants Homewood Corporation and Homewood Building Company, LLC, including Homewood Homes, Inc. and Ambassador Homes, and their present and former officers, directors, partners, associates, owners, principals, successors, directors, employees, agents, attorneys, insurers, reinsurers, stockholders, shareholders, members, representatives, heirs, administrators, executors, successors and assigns, and any other person or entity acting on their behalf.

14. “Defendants” means Trinity and Homewood jointly.

15. “Costs of Administration” means all those costs actually incurred for the services of the Claims Administrator, as set forth in this Settlement Agreement, and for which the Claims Administrator shall be paid from the Settlement Fund, including but not limited to the cost of Notice, the cost of determining Authorized Claimants, and the cost of preparing, printing, and transmitting Settlement Payments to Authorized Claimants, and any related service, all of which

shall be paid out of or reimbursed from the Settlement Fund before payments are made *pro rata* to any Authorized Claimant.

16. “Court” means the Franklin County, Ohio Court of Common Pleas.

17. “Final Judgment” means the order(s) finally approving, among other things, the Settlement Agreement, the Classes, Class Counsel’s Fees, and dismissing the Released Claims in the Trinkka Litigation and Tassi Litigation with prejudice in the form of the Final Judgment, without any substantive change to the terms of this Settlement Agreement in the reasonable judgment of any Party.

18. “Final Settlement Date” means the date on which the Final Judgment approving this Settlement Agreement becomes final. For purposes of this definition, the Final Judgment shall become final on the latest of the following dates:

- a. if no appeal is taken, on the day after the date on which the time to appeal has expired;
- b. if any appeal is taken, on the day after the date on which all appeals, including petitions for rehearing or re-argument, petitions for review and petitions for *certiorari* or any other form of review, have been finally disposed of in a manner resulting in affirmance of all the material provisions of the Final Judgment; or
- c. on a date after entry of the Final Judgment, which date counsel for the Parties agree to in writing.

19. “Final Settlement Hearing” means the hearing before the Court at which the Court determines, among other things: (1) the merits of any objections to the Settlement Agreement; (2) whether to approve this Settlement Agreement pursuant to Rule 23 of the Ohio Rules of Civil Procedure as fair, reasonable, adequate and in the best interests of the Class Members, and

authorize all acts necessary to consummate and effectuate the terms and conditions of this Settlement Agreement; (3) whether the Court should enter a Final Judgment approving the Classes and the Settlement Agreement in full and dismissing the Released Claims in the Trinka Litigation and Tassi Litigation with prejudice; (4) the compensation of Class Counsel for attorney's fees, Court costs, and litigation expense; (5) the amount of the incentive award, if any, to the four named Class Representatives; and (6) such other matters as the Court may deem necessary and appropriate.

20. "Notice" means the Notice of Class Action Settlement attached as Exhibit 2, the short form of which shall be mailed and the long form will be published on the settlement website.

21. "Objection Deadline Date" means the date sixty (60) days after the Preliminary Approval Date. It is the date by which persons in the Classes must file and serve a written statement objecting to the Settlement Agreement, or to the Class Counsel's fees, or the incentive award to the Class Representatives, or the Plaintiffs' expenses, or Claims Administration expenses, and a written notice of intention to appear if they wish to present objections at the Final Settlement Hearing. It is also the date by which persons in the Classes wishing to opt out of the Classes must have mailed and postmarked or submitted electronically through the settlement website their opt out request to the Claims Administrator and Class Members wishing to receive a class Settlement Payment must have mailed and postmarked or submitted electronically through the settlement website their completed Claim Form.

22. "Parties" means the Class Representatives and Trinity and Homewood.

23. "Preliminary Approval Date" means the date of entry of the Court's order granting the Joint Motion for Preliminary Approval (attached to this Settlement Agreement as Exhibit 1) of the Settlement Agreement in the form of the Preliminary Approval Order also attached to this

Settlement Agreement as part of Exhibit 1, without any substantive change in the reasonable judgment of any Party.

24. “Released Parties” means Defendants Trinity Home Builders LLC, Homewood Corporation, separately or “dba Homewood Homes, Inc.” or “dba Ambassador Homes,” and Homewood Building Company, LLC, separately or “dba Ambassador Homes,” together with their parent companies (including intermediate parents and ultimate parents) and their subsidiaries, sister corporations, affiliates, predecessors, successors, and assigns, and each of their respective present and former officers, partners, associates, directors, owners, principals, successors, directors, employees, agents, attorneys, insurers, reinsurers, stockholders, shareholders, members, representatives, heirs, administrators, executors, successors and assigns, and any other person or entity acting on their behalf.

25. “Released Claims” means the claims released by the Class Members pursuant to this Settlement Agreement as to any of the Released Parties and means all claims, known or unknown, in law, equity, or otherwise, arising from or in any way relating to any alleged under ventilation of a roof and/or attic in any home constructed by the Defendants, including but not limited to, as asserted in the cause(s) of action alleged in the Complaints, including as amended, in the Trinkka Litigation and Tassi Litigation. In addition, “Released Claims” include all rights, claims, demands, and/or causes of action of Class Representative Plaintiffs Jacob and Kirsten Trinkka and Peter and Jennifer Tassi, individually, may have against the Defendants as of the date of this Settlement Agreement, regardless of whether pled or unpled, whether known or unknown, accrued or not accrued, in law, equity, or otherwise, and each of them assumes all risks of lack of knowledge attendant thereto. The release and the term “Released Claims” does not apply to persons who are

not Class Members because those persons are not participating in the Settlement and are not providing a release pursuant to this Settlement Agreement.

26. “Settlement Agreement” means the agreement of the Parties to resolve the Trinkka Litigation and Tassi Litigation, including the terms set forth in this Settlement Agreement, *en toto*, with all attachments, which is intended to be comprehensive to include the complete full finalized settlement terms and to effectuate the complete resolution of the Trinkka Litigation and Tassi Litigation against Defendants on the terms as set forth herein.

27. “Settlement Payment” means a payment by check to an Authorized Claimant made pursuant to Section III.B.2.e of this Settlement Agreement.

28. “Tassi Litigation” means the action filed by Plaintiffs Peter and Jennifer Tassi individually and on behalf of all others similarly situated against Homewood Corporation or “dba Homewood Homes, Inc.” or “dba Ambassador Homes” and Homewood Building Company, LLC or “dba Ambassador Homes” in the Franklin County Court of Common Pleas, captioned *Tassi v. Homewood Corporation, et al.*, Case No. 20CV003361.

29. “Trinka Litigation” means the action filed by Plaintiffs Jacob and Kirsten Trinkka individually and on behalf of all others similarly situated against Trinity Home Builders, LLC in the Franklin County Court of Common Pleas, captioned *Trinka v. Trinity Home Builders, LLC*, Case No. 18CV002023.

II. THE LITIGATION

A. Trinkka Class Action

1. On March 7, 2018, Plaintiffs Jacob and Kirsten Trinkka (the “Trinkas”) individually and on behalf of all others similarly situated filed the “Trinka Litigation.”

2. In the Trinkka Litigation, the Trinkas generally allege that Trinity constructed homes with under ventilated attics, and as a result the homes suffered damages. Claims for breach of contract/express warranty, negligence/breach of duty to construct in a workmanlike manner, breach of home construction service suppliers act, and breach of purchase contract were alleged.

3. Trinity denies these allegations and denies that it was or is liable for the Claims asserted in the Trinkka Litigation. In addition, Trinity contends that the Trinkka's Claims are unsuitable for class treatment, and that the class previously certified the Trinkka Litigation should be decertified but for Trinity's agreement to withdraw its defenses and objections to class certification, which it does for purposes of this Settlement Agreement only.

B. Tassi Class Action

1. On May 25, 2020, Plaintiffs Peter and Jennifer Tassi (the "Tassis") individually and on behalf of all others similarly situated filed the "Tassi Litigation."

2. In the Tassi Litigation, the Tassis generally allege that Homewood constructed homes with under ventilated attics, and as a result the homes suffered damages. Claims for breach of contract/express warranty, negligence/breach of duty to construct in a workmanlike manner, breach of the home construction service suppliers act, breach of purchase contract, successor liability/alter ego, and fraud were alleged.

3. Homewood denies these allegations and denies that it was or is liable for the Claims asserted in the Tassi Litigation, including, among the others previously identified, breach of warranty and fraud. In addition, Homewood contends that the Tassis' Claims are unsuitable for class treatment, and that a class could not be properly certified in the Tassi Litigation but for Homewood's agreement to withdraw its defenses and objections to class certification, which it does for purposes of this Settlement Agreement only.

C. Discovery, Mediation, & Settlement

1. The Parties have engaged in substantial discovery, including interrogatories, document requests, depositions of some Party employees/agents/representatives/experts, as well as of the Trinkas.

2. Beginning on August 2, 2024, and continuing through February 3, 2025, the Parties participated in Court sponsored mediation moderated by Judge Holbrook and further engaged in extensive additional settlement discussions (collectively, the “Mediation”).

3. The Class Representatives and Class Counsel believe that this Settlement Agreement, including its class notification procedures, is fair, reasonable, and adequate, and agree to settle the Trinkka Litigation and Tassi Litigation, pursuant to the provisions of this Settlement Agreement, after considering such factors as the substantial benefits to the Class Representatives and the Class Members under the terms of this Settlement Agreement and the attendant risks and uncertainties of the Trinkka Litigation and Tassi Litigation, especially in complex actions such as these, as well as the difficulties and delays inherent in such litigation, including (a) the uncertainty inherent in establishing any liability of Defendants, (b) the uncertainty in proving damages, even if the Class Representatives prevailed in establishing the liability of Defendants, (c) the uncertainty of obtaining/retaining class certification, and (d) the desirability of consummating this Settlement Agreement promptly in order to provide effective relief to the Class Representatives and the Class Members.

4. The Parties and their respective attorneys, taking into account the risks, uncertainties, delay and expense involved in the Trinkka Litigation and Tassi Litigation, as well as other relevant considerations, have concluded that it is in the best interest of all Parties and the Class Members to compromise and fully and finally settle the Trinkka Litigation and Tassi

Litigation in the manner and upon the terms and conditions hereinafter set forth. The Parties intend that this Settlement Agreement will end and encompass all pending, threatened, or possible litigation between or among the Class Members and Trinity and Homewood as to the Released Claims, and that this Settlement Agreement contains all the terms of the settlement reached.

5. The Parties specifically agree that Trinity's and Homewood's execution of this Settlement Agreement is not, and shall not be construed as, an admission by Trinity or Homewood, or deemed to be evidence: (1) of the validity in any way of any of the Trinkka's or Tassis' Claims in the Trinkka Litigation or Tassi Litigation, (2) that Trinity or Homewood was negligent, breached any warranty, contract, violated any building code or other law, or committed fraud, or (3) that the Trinkka Litigation and Tassi Litigation (or any other litigation) could properly be certified or maintained as a class action. The Parties further agree that any document produced during the course of the Tassi Litigation shall remain subject to the Stipulated Protective Order entered into by the Parties and signed by Judge Holbrook on October 20, 2023. The Tassis acknowledge documents marked "Confidential – Subject to Protective Order" remain subject to the October 20, 2023 Stipulated Protective Order. In addition, the Parties agree that the Mediation is subject to R.C. § 2710.03, except to seek approval of and/or enforce compliance with the Settlement Agreement, or to support Class Counsel's qualifications as class counsel in such proceeding.

6. As a result of their negotiations and the Mediation, the Parties now enter into this Settlement Agreement to document an agreed-upon resolution of the Trinkka Litigation and Tassi Litigation.

III. SETTLEMENT TERMS

A. Certification of Settlement Classes

Defendants will stipulate to the certification of classes in the Trinka Litigation and Tassi Litigation for settlement purposes only, and the Parties will file a Joint Motion for Preliminary Approval and will include the following representation to the Court: “The Class Lists attached as Exhibits A and B are derived from each Defendant’s best available data supplemented as needed with public records of same and are based on each Defendants’ current information and belief based on their reasonable efforts and review of presently available records: (a) as to Exhibit A, it lists by address all homes built and sold by Trinity from January 1, 2009, through March 7, 2018 set forth by address in the following Ohio Counties: Franklin, Licking, Delaware, Fairfield, and Union, but excluding homes obtained by Trinity as part of its buy-back program that were built by a builder other than Trinity; and (b) as to Exhibit B, it lists by address all homes built and sold by Homewood from January 1, 1999, through March 7, 2018, in the following Ohio Counties: Franklin, Licking, Delaware, Fairfield, and Union, but excluding: (i) homes that had their original roof replaced; (ii) homes with a foreclosure (i.e. a financial institution or other mortgage lender) in the chain of title; and (iii) homes obtained by Homewood as part of their buy-back program that were built by a builder other than Homewood. Based on the efforts and review described above, Defendants represent that: (a) all or substantially all of the homes relevant to the Claims made in the Trinka Litigation were built in Franklin, Licking, Delaware, Fairfield, and Union Counties from January 1, 2009 through March 7, 2018, and (b) all or substantially all of the homes relevant to the Claims made in the Tassi Litigation were built in Franklin, Licking, Delaware, Fairfield, and Union Counties from January 1, 1999 through March 7, 2018.”

B. The Settlement Fund

1. **Creation of the Settlement Fund.** On or before 10 days after the Final Settlement Date, Defendants (or their insurers on their behalf) shall deposit with the Claims

Administrator the amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the “Settlement Fund”). This amount shall be the maximum all-inclusive amount that the Defendants (or their insurers on their behalf) shall deposit and/or pay under the Settlement Agreement. All payments shall be made by check.

2. **The Order and Timing of Distribution of the Settlement Fund.**

Payments to be made pursuant to this Settlement Agreement from the Settlement Fund shall be as follows:

a. **Class Counsel’s Fees.** Subject to the approval of the Court, Class Counsel intends to seek an award of up to Four Hundred Thousand Dollars (\$400,000.00) in attorneys’ fees to Class Counsel which shall be paid by the Claims Administrator from the Settlement Fund (up to one-third of the total Settlement Fund). The approved award shall be distributed by the Claims Administrator on the twentieth (20th) day after the Final Settlement Date. Such payment shall be in the amount approved by the Court only.

b. **Litigation Costs and Expenses Other Than Class Administration Fees.** Subject to the approval of the Court, Class Counsel intends to request with supporting documentation an award of up to Thirty Thousand Dollars (\$30,000.00) in litigation costs and expenses incurred by Class Counsel through the Final Settlement Hearing, which shall be paid by the Claims Administrator from the Settlement Fund. The approved award shall be distributed by the Claims Administrator on the twentieth (20th) day after the Final Settlement Date. Such payment shall be in the amount approved by the Court only, and shall be in addition to amounts to be reimbursed to Class Counsel for all funds advanced to provide Class Notice (Notice, Opt-out, and Claim Forms).

c. **Incentive Award to the Class Representatives.** Subject to the approval of the Court, Class Counsel intends to request an incentive award of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) to each named Plaintiff in the Trinka Litigation and Tassi Litigation (Jacob and Kirsten Trinka and Peter and Jennifer Tassi) (total of Twenty-Five Thousand Dollars (\$25,000.00) per couple) which shall be paid by the Claims Administrator from the Settlement Fund. The approved award shall be distributed by the Claims Administrator on the twentieth (20th) day after the Final Settlement Date. Such payment shall be in the amount approved by the Court only.

d. **Costs of Administration, Cost of Class Notice, and Court Costs.** Class Counsel also intends to request reimbursement for advancing the costs of Class Notice. Subject to the approval of the Court, on the twentieth (20th) day after the Final Settlement Date, the Claims Administrator shall first reimburse Class Counsel for any and all funds advanced to provide the Class Notice (Notice, Opt-out, and Claim Forms) and then deduct the remaining Costs of Administration to be incurred through the Claims Administrator's final report as described in Section III.G.4, and then pay Court Costs for the Tassi Litigation, the Trinka Litigation, and the Appeal of the Trinka Litigation Franklin (10th Dist.) App. No. 21AP-703.

e. **Settlement Payments to Authorized Claimants.** The Claims Administrator shall divide the Settlement Fund remaining after the payment of Costs of Administration, Cost of Class Notices, Class Counsel's Fees, Litigation Costs and Expenses, and the Incentive Awards to the Class Representatives by the number of Authorized Claimants and then, within forty-five (45) days after the Final Settlement Date, distribute those *pro rata* shares (capped at \$25,000 each which, should this cap be reached, the remainder in a cy pres award to a charity agreed to by the Parties and approved by the presiding Judge) to each Authorized

Claimant's most recently known address. The awards to Authorized Claimants shall be by check which shall remain valid for 180 days from the date of issuance, shall state "void 180 days after issuance" or words of similar import, and shall be mailed to each Authorized Claimant's most recently known address.

3. If, seven (7) months after the last check (if any) is issued to an Authorized Claimant, there are funds remaining in the Settlement Fund due to un-cashed checks issued to Authorized Claimants, those checks shall be submitted to the State of Ohio, unclaimed funds section, in the name(s) of the payee(s) of said check(s).

4. The Costs of Administration incurred relative to the retention of the services of the Claims Administrator shall be paid from the Settlement Fund prior to the settlement payments to the Authorized Claimants. The Claims Administrator selected by the Parties is American Legal Claim Services.

C. Release of Claims

1. For and in consideration of the Settlement Fund created herein and the mutual promises contained in this Settlement Agreement, the Class Representatives and Class Members, on behalf of themselves and their respective successors, employees, agents, attorneys, representatives, insurers, reinsurers, administrators, executors, successors, heirs, guardians, representatives, and assigns, do hereby fully, finally, and forever release, as of the Final Settlement Date and thereafter, Trinity, Homewood, and the Released Parties from any and all Released Claims as set forth in Sections I.B.24. and I.B.25 of this Settlement Agreement.

2. Class Counsel (a) covenant not to seek from Trinity, Homewood, or any of the Released Parties or make a claim for any attorneys' fees, costs, consultant's fees, expert witness fees, interest, or any other expenses incurred or to be incurred by Class Representatives, Class

Members or Class Counsel in connection with the Trinkka Litigation or the Tassi Litigation; and (b) represent that they are not aware of any other lawyer or law firm that has any claim for any attorneys' fees, costs, consultant's fees, expert witness fees, interest, or any other expenses incurred by Class Representatives, Class Members or Class Counsel in connection with the Trinkka Litigation or the Tassi Litigation. Class Counsel's Fees as awarded by the Court will be paid only from the Settlement Fund.

3. Without limiting the generality of any provision herein, the Class Members hereby expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue or assert in any action or proceeding, in a court of law, administratively, or otherwise, against Trinity, Homewood, or any other Released Party to pursue any of the Released Claims.

4. It is the purpose and intent of this Settlement Agreement that the Released Claims shall forever be barred. The doctrines of res judicata and collateral estoppel shall apply to the Released Claims only. The Settlement Agreement, and the dismissals of the Trinkka Litigation and/or Tassi Litigation, will not have res judicata or collateral estoppel effect against the Class Members beyond the scope of the Released Claims, and Defendants waive those defenses as to the Class Members except as to the Released Claims; provided that Defendants expressly preserve any and all res judicata and collateral estoppel defenses against the Class Members arising out of any proceedings other than the Settlement Agreement, the Trinkka Litigation and/or the Tassi Litigation.

D. Dismissal

1. Upon the date the Final Judgment is entered, the Parties agree that the Court shall vacate the class certification order dated December 3, 2021, and sanctions order dated June 14, 2023, and the motion for further sanctions filed November 15, 2023 shall be deemed withdrawn.

The Final Judgment shall include a dismissal with prejudice of all Released Claims then pending in the Trinka Litigation and Tassi Litigation. Further, the Parties to that appeal agree to sign and file with the clerk of the court of appeals a joint motion to remand Trinity's December 30, 2021 appeal, docketed as Franklin (10th Dist.) App. No. 21AP-703, 10 days after this Settlement Agreement is signed by all parties and a joint motion to dismiss Trinity's December 30, 2021 appeal, pursuant to App.R. 28, costs in excess of deposit, if any, to be paid by the Claims Administrator pursuant to Section III.B.2.d., five (5) business days after the Final Settlement Date.

E. Approval of Settlement

1. Within five (5) business days after this Agreement is fully executed, the Parties shall file the Joint Motion for Preliminary Approval, attached hereto as Exhibit 1, seeking the Court's entry of the Preliminary Approval Order, attached hereto as part of Exhibit 1, of this Settlement Agreement, conditionally approving the Settlement Agreement, conditionally certifying the Classes, providing for Notice to the Classes by the Claims Administrator, and setting the Final Settlement Hearing date.

2. The Parties understand, acknowledge and agree that Class Counsels' application for an award of attorney fees and costs and expenses out of the Settlement Fund shall be handled through a separate motion.

3. At the Final Settlement Hearing, subject to the terms, conditions, and conditions precedent of the Settlement Agreement, the Parties agree to request that the Court incorporate this Settlement Agreement as part of its Final Judgment.

4. This Settlement Agreement was entered into only for purposes of resolving disputed claims/issues and ending the ongoing Trinka Litigation and Tassi Litigation. In the event that Final Judgment as contemplated by this Settlement Agreement does not occur for any reason,

no term or condition of this Settlement Agreement, or any draft thereof, or the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Trinka Litigation or Tassi Litigation or in any other proceeding.

F. Notice to the Classes

1. **Form of Notice.** The Notice shall inform the Classes of the terms of the Settlement Agreement, the amount requested for Class Counsel's Fees, Costs and Expenses, the amount requested as an incentive award for the Class Representatives, the right to opt out or object, the requirement to submit a Claim Form, that persons in the Classes will be Class Members who will be bound if they do not take affirmative action, and that any persons in the Classes who desire to pursue individual claims and not participate in this Settlement must opt out or have their Released Claims forever barred. The Notice, Claim Form, and Opt-out Form in the form attached hereto as Exhibit 2 and as approved by the Court shall be provided to the Classes using the following procedures. The Notice shall inform the Classes of their rights to opt out, object to the Settlement Agreement, and to submit the Claim Form as follows:

a. Any person or entity fitting the Class definitions, who wishes to be excluded from the Classes shall, in a writing postmarked or submitted electronically through the Settlement website by the Objection Deadline Date, so notify the Claims Administrator. To be valid, a request for exclusion must set forth the individual's name and address. Any person or entity who timely submits a request for exclusion satisfying the requirements of this subsection shall not be considered a member of their respective Classes, and shall be entitled to none of the benefits, nor subject to any of the obligations of this Settlement Agreement.

b. The Notice shall also provide that any person in the Classes who objects to the approval of this Settlement Agreement may appear at the Final Settlement Hearing and show cause why all terms of the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate and why the Final Judgment should not be entered, provided, however, that any such objection or any petition to intervene in the Trinkka Litigation or Tassi Litigation by any person in the Classes must be in writing, and must include (a) a detailed statement of each objection being made; (b) a list of witnesses who may be called to testify at the Final Settlement Hearing, if any; and (c) a list of exhibits, along with copies of the exhibits, that the objector may offer during the Final Settlement Hearing, if any. All of these documents must be both filed with the Court and delivered to the Parties, no later than the Objection Deadline Date.

c. The Notice shall also provide that any Class Member(s) who wish to receive a Settlement Payment must submit a fully completed Claim Form by the Objection Deadline Date. To receive a Settlement Payment, each Tassi Class Member must attest on the Claim Form : (1) that to the Class Member's knowledge the home has not had the original roof replaced; (2) that they are the current owner of the home; and (3) that, to the best of their knowledge, their home was built by Homewood; and each Trinkka Class Member must confirm on the Claim Form that: (1) that they are the current owner of the home, and (2) that, to the best of their knowledge, their home was built by Trinity.

d. The Notice shall state that any Notice received by a current resident of the home who is not the current owner should either forward the Notice to the current owner or inform the Claims Administrator of the name and address of the current owner;

e. The Notice shall also provide that a deceased Class Member's estate will be included only if it notifies the Claims Administrator before the Final Settlement Hearing and obtains appropriate probate court approval to participate as a Class Member.

2. **Direct Mail Notice.** The Claims Administrator shall provide direct First Class U.S. Mail Notice to the Classes, using the following procedures:

a. A list of persons in the Trinka Class is attached hereto as Exhibit A. A list of persons in the Tassi Class is attached hereto as Exhibit B. Said addresses consist of publicly available addresses for homes falling within the definitions set forth in Section III(A).

b. The Claims Administrator shall, within 15 days after the Preliminary Approval Date, mail the Notice, Claim Form, and Opt-out Form to the Classes, addressed to the legal current owner of the applicable home, if such name can be determined by the Claims Administrator by reference to the public records, or to "Current Owner or Current Resident," if such name cannot be so determined. If returned as undeliverable, the Claims Administrator shall perform an address update through the best reasonably available commercial means and re-send the Notice one additional time either by mail or by courier.

c. The Claims Administrator shall also create and maintain a website for the Trinka Class and the Tassi Class where all class settlement documents and blank copies of all forms shall be posted.

3. **Waiver of Objections.** No person shall be entitled in any way to contest the approval of the terms and conditions of this Settlement Agreement or the Final Judgment to be entered thereon, except by filing and serving written objections in accordance with the provision of Section III.F.1 of this Settlement Agreement, and any Class Member who fails to opt out or object in the manner prescribed in this Settlement Agreement shall be deemed to have waived, and

shall be foreclosed forever from raising any objection to this Settlement Agreement, including by appeal, or from asserting any Released Claims.

G. Administration

1. The Claims Administrator shall administer the terms of this Settlement Agreement. All costs associated with the administration of the Settlement Agreement, i.e., the Costs of Administration, shall be paid out of the Settlement Fund. To the extent necessary, Class Counsel will advance costs associated with the administration of the Settlement Agreement, such as Notice, to the Claims Administrator prior to Final Approval, however, such advances shall be reimbursed to Class Counsel and the reimbursements deducted from the Settlement Fund. Amounts advanced for administration, shall not exceed the total Settlement Fund amount as specified herein.

2. No later than seven (7) days after the close of the opt-out period and the Objection Deadline Date, the Claims Administrator shall prepare and distribute to Class Counsel and counsel for the Defendants its report containing the following information:

a. The number and identity of persons in the Classes who have opted out of the Settlement Agreement.

b. The number and identify of persons in the Classes whose Notices were not deliverable by the United States Postal Service.

c. Copies of any objections or other communications received by the Claims Administrator from any persons in the Classes.

d. Copies of all timely returned Claim Forms with a summary report of same.

3. No later than seven (7) days after the Settlement Administrator distributes the report described in the immediately preceding Section of this Settlement Agreement, Class Counsel shall file with the Court, either separately or as part of a motion for final approval, the information set

forth in the immediately preceding Section of this Settlement Agreement as part of the documentation for the Final Settlement Hearing.

4. Within forty-five (45) days after the Final Settlement Date, the Claims Administrator shall mail Settlement Payment checks to Authorized Claimants, i.e., Class Members who have returned a completed Claim Form and who have neither opted out, nor had Notice returned as undeliverable. The Claims Administrator shall prepare a final report seven (7) months after the conclusion of said mailings containing the following information:

- a. The number, identity of Authorized Claimants, and the value of the checks sent to the Authorized Claimants.
- b. The total value of checks returned as not delivered.
- c. The number, identity of Authorized Claimants, and value of checks that were delivered to an Authorized Claimant but remained uncashed one hundred and eighty (180) days after issuance.
- d. The number, identity of Authorized Claimants, and the value of each check cashed by each Authorized Claimants.
- e. The amount paid, if anything, to State of Ohio unclaimed funds section pursuant to the Court's order.

H. Attorneys' Fees And Incentive Awards

1. Class Counsel may request Court approval to receive an award of reasonable attorneys' fees not to exceed \$400,000 (or one-third of the approved Settlement Fund amount). The Parties agree that any and all such claims for reasonable attorneys' fees will be paid only from the \$1,200,000 Settlement Fund, regardless of whether the fees are to compensate Class Counsel for work already performed before or during the litigation, or for any remaining work to be performed, including without limitation, in documenting the Settlement Agreement, securing Court approval of the Settlement Agreement, making sure the Settlement Agreement is fairly

administered and implemented, obtaining the Final Judgment, and responding to any objections or appeals.

2. Each named Plaintiff may request an incentive award in an amount not to exceed Twelve Thousand Five Hundred dollars (\$12,500) to be payable from the \$1,200,000 Settlement Fund for each of the four Class Representatives (not to exceed \$25,000 per couple), subject to Court approval. Defendants will make no objection to such request.

3. Plaintiffs and other Class Members shall not seek payment of attorneys' fees or reimbursement of any costs or expenses from Defendants.

4. It is expressly agreed by the Parties that no Party to this Settlement Agreement intends that this Section or any other part of this Settlement Agreement establishes or acknowledges that anyone is entitled to or has the right to any attorney's fees, cost, expenses, or damages of any kind other than as part of this Settlement Agreement and as specifically stated in this Settlement Agreement, and that neither this Section, nor this Settlement Agreement, create any entitlement to any attorney's fees, cost, expenses, or damages of any kind other than as specifically stated herein.

IV. ADDITIONAL TERMS

A. Defendants, or any of them, shall have the right to set aside or rescind this Settlement Agreement, in each of their sole discretion, if any of the following events occur:

- a. Ten percent (10%) or more of the persons in the Classes (collectively) opt out of this Settlement Agreement;
- b. Any material objections to the proposed Settlement Agreement are sustained; or,
- c. The Court makes any material modifications to the terms of this Settlement Agreement.

B. The Parties shall cooperate fully with each other and shall use their best efforts to obtain Court approval of this Settlement Agreement and all of its terms.

C. Plaintiffs shall be primarily responsible for addressing any objections to the proposed Settlement Agreement.

D. Plaintiffs will draft the motion to approve the settlement, including this Settlement Agreement, and will be responsible for taking the lead in arguing the motions at any hearings.

E. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone for the Claims asserted in the Trinka Litigation or Tassi Litigation. The Parties expressly acknowledge that this Settlement Agreement is entered into for the sole purpose of compromise of highly disputed Claims and that nothing herein is an admission that any class should or could have been certified in the Trinka Litigation or Tassi Litigation or of liability or wrongdoing by any Defendant. Neither this Settlement Agreement nor any document prepared in connection with the Trinka Litigation or Tassi Litigation or Settlement Agreement may be admitted in any proceeding as an admission by any of the Parties, or any person within the definitions of the Classes. However, this paragraph and all other provisions of this Settlement Agreement notwithstanding, any and all provisions of this Settlement Agreement may only be admitted in evidence or otherwise used in any and all future proceedings to enforce any or all terms of this Settlement Agreement, or in the resolution of any defense of any claims released or barred by this Settlement Agreement.

F. Confidentiality and Non-Disparagement. Except to the extent appropriate to address any issues relating to the Court's approval of the Settlement, the Parties agree to keep confidential (a) the amount of any settlement ever demanded by Class Representatives; (b) the amount of any settlement ever offered by Trinity or Homewood; and (c) the contents of any

settlement negotiations that form the basis of this Settlement Agreement. Unless approved by the Court to do so or except as otherwise provided in this Agreement, the Parties agree that they will not use or refer to this Settlement Agreement in any press release or social media posts, or publications of any kind. The Parties agree that they shall not with reference to the Litigation disparage, demean, or otherwise comment negatively about another party and/or his/her/its profession, business, conduct or actions, or in any other manner. For the avoidance of doubt, nothing in this Section shall restrict any Party from acknowledging the existence of the Litigation or from directing any inquirer to the Settlement Agreement or anything else in the public record.

G. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be addressed as follows:

To the Trinka Class, Tassi Class, or Class Representatives:

Robert Huff Miller, Esq.
Robert Huff Miller, LLC
100 East Broad Street, Suite 230
Columbus, Ohio 43215
rob@roberthuffmiller.com

William Patmon, Esq.
The Patmon Law Firm LLC
4200 Regent Street, Ste 200
Columbus, Ohio 43219
wpatmon@patmonlaw.com

Joseph Murray, Esq.
Geoffrey Moul, Esq.
Murray Murphy Moul + Basil LLP
1114 Dublin Road
Columbus, Ohio 43215
murray@mmb.com
moul@mmb.com

To the Defendants:

Todd Neuman, Esq.
Allen Stovall Neuman & Ashton LLP

17 South High Street, Suite 1220
Columbus, Ohio 43215
neuman@aksnlaw.com

With a copy to:

Richard C.O. Rezie, Esq.
Theresa Richthammer, Esq.
Maia E. Jerin, Esq.
GALLAGHER SHARP LLP
1215 Superior Ave., 7th Floor
Cleveland, Ohio 44114
rrezie@gallaghersharp.com
trichthammer@gallaghersharp.com
mjerin@gallaghersharp.com

Douglas J. Schockman, Esq.
Fishel, Downey, Albrecht & Riepenhoff, LLP
7775 Walton Parkway, Suite 200
New Albany, OH 43054
dschockman@fisheldowney.com

H. After this Settlement Agreement is fully executed by all Parties and their attorneys of record, this Settlement Agreement and its attached Exhibits shall constitute the entire agreement relating to Settlement Agreement of the Trinka Litigation and Tassi Litigation, the causes of action and defenses asserted therein, and the release of all Released Claims, and it shall then be deemed that no oral representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants expressly stated in this Settlement Agreement and its Exhibits.

I. Class Counsel represent that they are authorized by Plaintiffs for whom they are attorneys of record, and the attorneys of record for Defendants represent that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will

cooperate with each other and use their best efforts to effect the implementation of the Settlement Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties agree to seek the assistance of the Court, and in all cases all such documents, supplemental provisions, and assistance shall be consistent with this Settlement Agreement. The Parties consent to the jurisdiction of the Court of Common Pleas, Franklin County as the proper venue for resolving any dispute and waive personal jurisdiction as a defense in that forum.

J. No opinion concerning the tax consequences of the Settlement Agreement to Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. Defendants, Plaintiffs, and Class Members must consult their own tax advisors regarding the tax consequences of the Settlement Agreement, including any payments provided hereunder, and any tax reporting obligations they may have with respect thereto. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. The Parties and their respective counsel in the Trinkka Litigation and Tassi Litigation consent to the jurisdiction and venue of Judge Holbrook, Franklin County Court of Common Pleas, for purposes of the Preliminary Approval Order, the Final Settlement Hearing, and the Final Judgment.

L. This Settlement Agreement, and any and all part of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties.

M. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, heirs and executors of each of the Parties.

N. All terms of this Settlement Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of Ohio, without giving effect to any conflict of law principles or choice of law principles.

O. The Parties have cooperated in the drafting and preparation of this Settlement Agreement. This Settlement Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

P. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. Facsimile signatures will be deemed to be valid as an original signature. A copy of this Settlement Agreement fully executed in counterparts with facsimile signature(s) shall be admissible in evidence to prove the existence and contents of this Settlement Agreement.

Q. The Parties believe that this is a fair, reasonable, and adequate Settlement Agreement and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant present, future, and potential issues and risks.

R. The descriptive headings of any paragraph or sections of this Settlement Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

S. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement, and such Party, notwithstanding such

failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

T. This Settlement Agreement, and the settlement contemplated herein, shall inure to the benefit of the Released Parties and the Class Members as well as the Parties. The Parties each acknowledge that this Settlement Agreement is being entered into for the benefit, among others, of the other above-referenced Released Parties and the Class Members, and agree that the provisions of this Settlement Agreement may be enforced and relied on by the Released Parties and the Class Members in their own right without the aid or participation of any other signatory to this Settlement Agreement. The Released Parties and the Class Members are intended third-party beneficiaries of this Settlement Agreement.

U. Except as set forth in the immediately preceding Section, this Settlement Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation, or undertaking established herein to any third party as a beneficiary to this Settlement Agreement.

V. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of Court, the day of the act, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day in which weather or other conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out

any of the provisions of this Settlement Agreement, and to modify or supplement any Notice contemplated hereunder.

W. The Trinkas, Tassis, and Defendants have fully discussed the terms of and meaning of the signing of this Settlement Agreement with their respective attorneys and fully understand all of the provisions and effects of this Settlement Agreement.

X. No Party shall be responsible for any delay or failure in performing any part of this Settlement Agreement when it is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (collectively called "Condition"). If any such Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

Y. If any portion of this Settlement Agreement is found to be illegal or unenforceable for any reason, such provision shall be construed and amended in a manner that would permit its enforcement, but in no event shall such a finding affect, impair, or invalidate any other provision hereof. The exhibits hereto and thereby incorporated into this Settlement are as follows:

SCHEDULE OF ATTACHED EXHIBITS

- (Exhibit 1) Joint Motion for Preliminary Approval & Preliminary Approval Order
- (Exhibit 2) Notice of Class Action Settlement
- (Exhibit A) Trinkas Class list
- (Exhibit B) Tassis Class list

Approved and Agreed to as to form and substance:

ON BEHALF OF THE CLASSES, THE CLASS MEMBERS, THEMSELVES, AND CLASS COUNSEL'S LAW FIRM:

Jacob Trinkas

Dated _____

Dated _____

Kirsten Trinka

Peter Tassi

Dated _____

Jennifer Tassi

Dated _____

Counsel for Plaintiffs and the Classes

Dated _____

Robert Huff Miller, Esq.
Robert Huff Miller, LLC
100 East Broad Street, 16th Floor
Columbus, Ohio 43215
rob@roberthuffmiller.com

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The Patmon Law Firm LLC
4200 Regent Street, Ste 200
Columbus, Ohio 43219
wpatmon@patmonlaw.com

Joseph Murray, Esq.
Geoffrey Moul, Esq.
Murray Murphy Moul + Basil LLP
1114 Dublin Road
Columbus, Ohio 43215
murray@mmb.com
moul@mmb.com

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ON BEHALF OF THE DEFENDANTS:

Trinity Homebuilders, LLC,

By: _____

Dated _____

Its: _____

Homewood Corporation (dba Homewood Homes, Inc. and Ambassador Homes), Homewood Building Company, LLC (dba Ambassador Homes)

By: _____

Dated _____

Its: _____

Dated _____

Counsel for Defendants

Todd Neuman, Esq.
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