

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PETER LEONE, on his own behalf and on behalf
of all others similarly situated, and as private
attorney general on behalf of the general public,

Plaintiff,

vs.

D.R. HORTON, INC., a Delaware corporation;
WESTERN PACIFIC HOUSING, INC., a
Delaware corporation; and DOES 1 through 100
inclusive,

Defendants.

Case No. BC354426

Honorable Carolyn B. Kuhl, Dept. 323

NOTICE OF CLASS ACTION

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

**TO: ALL PERSONS WHO ARE ORIGINAL PURCHASERS OF CONDOMINIUM
UNITS AT THE "PROMENADE," LOCATED AT 13044 PACIFIC PROMENADE,
PLAYA VISTA, CALIFORNIA**

PLEASE TAKE NOTICE that a Class Action lawsuit is pending in the Superior Court of the State of California for the County of Los Angeles. This Class Action lawsuit is being brought by plaintiff PETER LEONE ("Plaintiff") against defendants D.R. HORTON, INC. and WESTERN PACIFIC HOUSING, INC. ("Defendants").

On November 13, 2009, the Court granted Plaintiff's Motion for Class Certification and certified a Class defined as follows: All persons who are original purchasers of condominium units at the "Promenade," located at 13044 Pacific Promenade, Playa Vista, California.

The purpose of this Notice is to inform you of the existence of this class action, the manner in which this class action may affect your rights, and what steps you may take in relation to this class action. This Notice is being sent to you because the records of Defendants indicate that you may be a member of the Class.

I. Nature of the Class Action Lawsuit

Plaintiff alleges that, Defendants misrepresented that there would be secured parking at the “Promenade,” located at 13044 Pacific Promenade, Playa Vista, California. Plaintiff alleges that Defendants used a sales brochure with false and misleading information regarding the “secured” nature of the parking. Plaintiff alleges that the parking at the Promenade has never been, secured. Plaintiff further alleges that the conduct of Defendants was unfair, unlawful and/or fraudulent, in violation California Unfair Competition Law.

In addition, Plaintiff alleges that since the Promenade did not have secured parking, as represented, the market value of the Promenade condominium units at the time originally purchased was lower than those comparable condominium units sold with secured parking. In this regard, Plaintiff seeks restitution of money in this Class Action lawsuit.

Defendants contend that Plaintiff incorrectly interprets the sales brochure reference to “secured parking” for the Promenade. Defendants also allege that purchasers were made aware prior to concluding purchases of their units that Defendants would not provide security at the Promenade. Defendants also contend that no purchaser suffered damages or other recoverable loss based on Plaintiff’s allegations.

The Court has not made any determination on the merits of this case. The Court has simply determined that this matter shall be resolved in a class action rather than in separate lawsuits. The case will proceed to arbitration before a single arbitrator to be selected by the parties at a date not yet scheduled.

II. Class Certification And Class Definition

On November 13, 2009, the Court granted Plaintiff’s Motion for Class Certification. The Court certified a Class defined as follows: All persons who are original purchasers of condominium units at the “Promenade,” located at 13044 Pacific Promenade, Playa Vista, California.

III. Likelihood of Recovery and Relief Sought

Plaintiff seeks recovery of money on behalf of the Class based on the damages theory that the market value of the Promenade units would be higher if the Promenade had secured parking. The likelihood and amount of any monetary recovery by class members is not known at this time. The amount, if any, which any individual member of the Class may recover by means of a judgment or settlement in this Class Action lawsuit will also depend on a variety of factors. These factors include future rulings, evidentiary issues and the ultimate result of the class arbitration in this matter.

IV. Class Representative And Class Counsel

The Court has appointed Peter Leone as the Class Representative in this Class Action lawsuit. The Court has appointed the law firm of Arias Ozzello & Gignac LLP as Class Counsel.

V. Effect of Class Certification

If you are a member of the Class described above and wish to remain a member of the Class, you need not respond to this Notice or take any action with respect to it at this time. Your interests will be represented by Plaintiff, as the representative of the Class, and by his attorneys, as Class Counsel. Class members will be entitled to participate in the proceeds of any judgment or settlement which may be obtained on behalf of the Class. **Under the legal doctrine of *res judicata*, the judgment entered in this class action, whether favorable or not, will include and bind all members of the Class who do not request exclusion.**

VI. Right to Be Excluded from the Class

Any class member who wishes to exclude himself or herself from the Class may do so by exercising his or her right to be excluded from the Class as instructed below. If you request exclusion, then: (1) you will not be entitled to share in any recovery obtained for the benefit of the Class; (2) you will not be bound by any judgment, whether favorable or not, entered for or against the Class; and (3) you will be free to pursue or not pursue any legal rights you may have against Defendants.

If you do not request exclusion, this action will be maintained on your behalf by Class Counsel and you will be bound by the judgment entered in this Class Action, whether favorable or not, under the legal doctrine of *res judicata*.

All requests for exclusion must be made in writing and must be mailed or faxed to:

D.R. Horton Class Action
c/o Desmond, Marcello & Amster
P.O. Box 451999
Los Angeles, California 90045
Facsimile #: 310-216-0800

If you wish to be excluded you must mail or fax your request indicating your desire to be excluded no later than **February 25, 2010**, and must include your name, address, telephone number and signature. Any request for exclusion made on behalf of a Class member by a representative of that Class member must state the capacity in which the representative is acting.

VII. Attorneys' Fees And Costs

You will not be required to pay any attorneys' fees or costs in this matter. In class actions, the attorneys that generate a monetary recovery or other benefits for the Class are typically awarded attorney's fees and costs by the Court, if the Class prevails. These fees can represent a reasonable percentage of the recovery in recognition of their efforts, expenses, risks, and performance or the fees are paid separately by the defendants. In any event, Class Counsel will apply to the Court for an award of attorneys' fees and for reimbursement of their actual out-of-pocket costs, if the Class prevails.

VIII. Additional Information

The information contained in this Notice is only a summary of the litigation. For more detailed information, you may review the complete court files in this case at the office of the Clerk of the Los Angeles County Superior Court, Department 323, 600 South Commonwealth Avenue, Los Angeles, California, 90005, during its regular business hours.

If you have any questions regarding this matter or wish to obtain more information about this litigation and how it may affect your rights, you may contact Class Counsel:

COUNSEL FOR THE CLASS

Mike Arias, Esq.

Arnold C. Wang, Esq.

ARIAS OZZELLO & GIGNAC, LLP

6701 Center Drive West, 14th Floor

Los Angeles, California 90045

(310) 670-1600

Email: marias@aogllp.com

Email: acwang@aogllp.com

DO NOT CONTACT THE COURT REGARDING SUCH QUESTIONS.

DATED: December 23, 2009

Judge Carolyn B. Kuhl
Superior Court of the County of Los Angeles