

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

Were you a public housing tenant of the Housing Authority of the City of Hartford between July 20, 2020 and July 8, 2024 and during that time was your rent calculated using the Housing Authority of the City of Hartford's Zero Income Form or using non-wage Cash Deposits reflected on your families' account statements? During that time, did you receive a Notice to Quit and/or go to court for an eviction for nonpayment or failure to recertify without notice that you could request a grievance hearing? If so, you may be entitled to a monetary award or other relief from a proposed class action settlement in a lawsuit called *William Wright, et al. v. Housing Authority of the City of Hartford, et al.*, Civil Action No. 3:23cv1285 (SRU) (D. Conn.).

This notice was approved by a federal court, affects your legal rights if you are a member of the Settlement Class, and is given pursuant to Rule 23 of the Federal Rules of Civil Procedure. This Notice is only a summary and the terms of the Settlement Agreement and Release (the "Settlement Agreement") control. The purpose of this notice is to describe the lawsuit, inform you of the terms of the settlement, and inform you of your rights and options in connection with the settlement. IF YOU ARE A MEMBER OF THE CLASSES OF PERSONS IDENTIFIED IN THIS NOTICE, YOU SHOULD READ THIS NOTICE AND THE SETTLEMENT AGREEMENT CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. If the settlement is finally approved it will resolve the claims in the lawsuit and the claims that could have been brought in the lawsuit. **For more information or to review the proposed Settlement Agreement, visit www.ghla.org, or www.hartfordhousing.org, or contact Greater Hartford Legal Aid (GHLA) by calling 860-541-5040 or 860-541-5043 or by coming to the office at 999 Asylum Ave. 3rd Floor, Hartford, CT. You can also review the proposed Settlement Agreement at the HACH Main Office located at 180 John D. Wardlaw Way, Hartford, CT 06106**

What is this notice about? On October 2, 2023, three low-income public housing tenants of the Housing Authority of the City of Hartford filed a lawsuit on behalf of themselves and all others similarly situated titled *Wright, et al. v. The Housing Authority of the City of Hartford, et al.*, Case No. 3:23-cv-01285-SRU, in the United States District Court for the District of Connecticut. The lawsuit alleges, among other things, that during the period of July 20, 2020 through July 8, 2024, HACH may have improperly calculated the rent for certain low-income public housing families in violation of federal law and their lease agreements and may have violated the Constitutional due process rights of certain HACH-low-income public housing tenant families. This notice is to tell you about a proposed settlement of the *Wright* lawsuit. As described below, this settlement has been granted preliminary court approval.

The filing of the lawsuit, the settlement, and this notice do not mean that Defendants did anything wrong, does not mean that they admit to any wrong-doing, and does not mean that anyone "won" or "lost" the lawsuit. Defendants deny any and all liability or wrongdoing and/or liability to Representative Plaintiffs and to the Settlement Class and further deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the Action. The settlement simply means that the parties agreed to resolve the lawsuit in order to provide benefits to class members and to save the costs, expense, and delay of a lawsuit. If approved by the Court, the Settlement Agreement resolves the case and provides a process under which members of the Settlement Class who do not "opt-out" can make a Claim and potentially receive a monetary award or other relief.

Who is included? As part of the settlement, the Representative Plaintiffs asked the court to certify the case as a class action on behalf of three groups, meaning that the Representative Plaintiffs represent individuals who are similarly situated to them:

Current and former Tenant Families of HACH-owned, operated or controlled low-income public housing units, who, during the Class Period consisting of July 20, 2020 through July 8, 2024: (i) had rent calculated in whole or in part by HACH on the HACH Zero Income Form (the "Zero Income Subclass"); (ii) had rent calculated in whole or in part by HACH based on non-wage Cash Deposits (the "Cash Deposit Subclass"); and/or (iii) were evicted and/or were served with a notice to quit by HACH without being afforded an opportunity for a grievance hearing (except for those to whom the HACH administrative grievance procedures do not apply pursuant to then controlling law or regulation (the "Eviction Subclass").

What if I qualify as a potential Settlement Class Member? The Representative Plaintiffs and Defendants, with the assistance of counsel and the Court, have reached an agreement on how to settle the case for the Settlement Class and each Subclass. The primary components of the settlement are:

1. **Updated HACH Grievance Policies and Procedures**

As part of the settlement, HACH updated its policies and procedures as they relate to HACH low-income public housing Families

who have a grievance and its training for HACH employees on its grievance policies and procedures. The updated policies and procedures were agreed to by Class Counsel, have already been implemented by HACH, and will remain in place unless and until changes in federal law and regulation require their modification.

2. Zero Income Subclass

The Zero Income Subclass consists of HACH public housing Tenant Families those whose rent between July 20, 2020 through July 8, 2024 was based in whole or in part on the Zero Income or Income Insufficient to Support Lifestyle form used by HACH to calculate income of Families claiming to have \$200 or less of adjusted income per month (the "Zero Income Form"). For Settlement Class Members in the Zero Income Subclass who are current HACH LIPH tenants that make a Claim, HACH shall offer individualized reassessment of the rent calculations to review and/or correct any rent miscalculations that may have been caused by the Zero Income Form for that part of the Class Period that the Settlement Class Member's rent was based in whole or in part on the Zero Income Form. The Settlement Class Member shall receive a credit on their ledger if the reassessment shows the rent calculation needs to be corrected. The Settlement Class Member has the right to be represented for free by Class Counsel during their reassessment or may hire counsel of their own choosing at their own expense. Additionally, each Settlement Class Member in the Zero Income Subclass that makes a Claim shall also receive a monetary payment of \$825 (only one payment per Settlement Class Member Family payable to the Head of Household). Settlement Class Members who are no longer HACH LIPH tenants will receive payment only but no reassessment.

3. Cash Deposit Subclass

The Cash Deposit Subclass consists of HACH public housing Tenant Families whose rent between July 20, 2020 through July 8, 2024 was calculated based on non-wage Cash Deposits, meaning those deposits reflected on a HACH LIPH Families' account statements that were treated by HACH as non-wage income (i.e. unearned and/or unverified) and considered in calculating the rental amount due for the Family. Pursuant to HACH practice, a pattern of three or more non-wage deposits are included in calculating the annual income as recurring and/or non-sporadic non-wage deposits ("Cash Deposits"). Settlement Class Members in the Cash Deposit Subclass who are current HACH LIPH Tenants that make a Claim will be offered a choice of **either (not both)**: a monetary payment of \$825 (only one payment per Settlement Class Member Family payable to the Head of Household); **or** an individualized reassessment to review and/or correct any rent miscalculations that may have been caused by the inclusion of cash deposits that should not have been counted as income for that part of the Class Period that the Settlement Class Member's rent was based in whole or in part on non-wage Cash Deposits. The Family shall receive a credit on their ledger if the reassessment shows the rent calculation needs to be corrected. The Settlement Class Member has the right to be represented for free by Class Counsel during their reassessment or may hire counsel of their own choosing at their own expense. Once the election of payment *or* individualized reassessment is made, the Settlement Class Member waives the option not elected. Settlement Class Members who are no longer HACH LIPH Tenants will receive payment only but no option for reassessment. ***Settlement Class Members in both the Zero Income Subclass and the Cash Deposit Subclass who are current HACH LIPH tenants will receive a single monetary payment of \$825 (which they may choose to receive as a check or a credit to their tenant ledger) in addition to an individualized reassessment (so long as they are current HACH LIPH Tenants) to review and/or correct any rent miscalculations that may have been caused by the Zero Income Form and the inclusion of cash deposits that should not have been counted as income for that part of the Class Period that the Settlement Class Member's rent was based in whole or in part on non-wage Cash Deposits and the Zero Income Form. If you fall within both subclasses, the Claim Form that will subsequently be mailed to you will explain your options.*

4. Eviction Subclass

The Eviction Subclass consists of HACH public housing Tenant Families who between July 20, 2020 through July 8, 2024 were evicted and/or were served with a notice to quit without being afforded an opportunity for a grievance hearing, if applicable. The Eviction Subclass *does not* include any HACH LIPH Families for whom the HACH administrative grievance procedures were not available to at the time pursuant to the then controlling law or regulation including, but not limited to, Families being evicted for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or HACH employees, Families being evicted for any violent or drug-related criminal activity on or off the premises, Families being evicted for criminal activity that results in a felony conviction of a household member, and/or household members who did not sign a lease. Settlement Class Members in the Eviction Subclass who are current HACH LIPH Tenants and who make a Claim shall receive a monetary payment of \$75 (or \$300 if the court filing fee and marshal's fee were not previously credited or refunded) payable to the Head of Household. Settlement Class Members in the Eviction Subclass who are no longer HACH public housing Tenants shall have the court filing fee and marshal's fees credited to their ledger but will not receive an additional monetary payment.

5. Release of Claims

The Settlement Agreement describes the claims you are releasing with specific descriptions, so read it carefully. If you have any questions you can talk to Class Counsel identified below for free or you can talk to your own lawyer at your own cost if you have questions about what this means.

6. Final Settlement

The settlement becomes effective after the court finally approves the terms of the actual settlement agreement, which is only outlined in this notice. The date and time of the final approval hearing is set forth below. If the court provides final approval, members of the Settlement Class will be required to submit Claim Forms in order to receive the relief provided in the Settlement Agreement. Claim Forms will be mailed to identified class members and available through the Housing Authority of the City of Hartford and Greater Hartford Legal Aid.

What are your options?

1. You can opt out and be excluded from the Settlement. To opt-out and be excluded from the Settlement, an Opt-out Form must be returned to the Settlement Administrator and postmarked by **May 17, 2026**. **You will receive no monetary award or other relief.** The Opt-out Form is available at www.hartfordhousing.org and www.ghla.org. This is the only option that allows you to ever be part of any other lawsuit against Defendants and related parties about the legal claims in this case. If you exclude yourself, you must do so with respect to all claims covered by this Settlement Agreement. You may not exclude yourself with respect to some but not all of these claims. If you do not exclude yourself, and the Court approves the Settlement Agreement, you will be bound by the terms of the Settlement Agreement, the Court's orders and judgment, and will release your claims against Defendants (including any that you have already initiated in any proceeding), even if you do not file a Claim Form.

2. You can object to the Court approving this Settlement Agreement. To object to the Settlement you must submit a written letter that includes: (a) your name, address, and telephone number; (b) a statement saying that you object to the settlement in *Wright, et al. v. Housing Authority of the City of Hartford, et al.*, Case No. 3:23-cv-01285-SRU (D. Conn.); (c) the reasons you object to the settlement; (d) documents establishing or providing information sufficient to allow the parties to confirm that the objector is a class member; and (e) any documents you desire the court to consider. You must also indicate whether you intend to appear at the final approval hearing that is scheduled on June 26, 2026 at 10:00 a.m. EST at Courtroom One at the United States Courthouse, 915 Lafayette Boulevard, Bridgeport, CT 06604. The deadline to file and serve an objection is **May 17, 2026**. If you object, you must also serve your objection, including all papers or evidence in support thereof, by mail or hand delivery, upon the Settlement Administrator at Wright v. HACH Settlement Administrator, Attn: Objections, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, Class Counsel at Greater Hartford Legal Aid, 999 Asylum Ave, 3rd Floor, Hartford, CT 06105 and Day Pitney LLP, Goodwin Square, 225 Asylum St., Hartford, CT 06103, and Defense Counsel at Gordon & Rees Scully Mansukhani, LLP, 755 Main Street, Suite 1700, Hartford, CT 06103.

3. You can take no action at this time and as a result you will be included in the Settlement Class and bound by the Settlement Agreement. After the Settlement is approved by the Court at the Final Approval Hearing, a Claim Form will be mailed to you and will also be made available electronically at the following websites: www.ghla.org or www.hartfordhousing.org. You must return the Claim Form by mail within the time allowed in order to get payment or individualized reassessment if you qualify. Additional instructions for returning the Claim Form will be provided to you. By not "opting out", you are agreeing to broadly release Defendants and related parties from any and all claims alleged in or that could have been alleged in the lawsuit. The Settlement Agreement describes the claims you are releasing with specific descriptions, so read it carefully. If you have any questions you can talk to Class Counsel identified below for free or you can talk to your own lawyer at your own cost if you have questions.

What happens next? The Court will hold a Final Approval Hearing on **June 26, 2026**, to consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check with the Wright v. HACH Settlement Administrator at 1-(888) 844-4160 for updates.

Who represents me? The court has appointed Greater Hartford Legal Aid, 999 Asylum Avenue, 3rd Floor, Hartford, CT 06105 (860) 541-5043 or (860) 541-5040 and Day Pitney LLP ("Class Counsel"), as the lawyer for the Plaintiffs, Settlement Class, and each Subclass. You will *not* be charged for these lawyers, but you may hire a lawyer of your choice at your own expense. If you make a Claim pursuant to the Settlement Agreement, you are consenting to representation by Class Counsel and your personal identifying information will be shared with Class Counsel but you may still hire counsel of your own choice and at your own expense.

How do I get more information? For questions or for more information call Class Counsel, Greater Hartford Legal Aid, at 860-541-5040, stop by GHLA at 999 Asylum Ave. 3rd Floor, or call the Wright v. HACH Settlement Administrator at 1-(888) 844-4160. To review the Settlement Agreement, notice forms, Opt-Out Form, and Claim Form, visit www.hartfordhousing.org or www.ghla.org.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE HOUSING AUTHORITY, OR THE HOUSING AUTHORITY'S ATTORNEYS WITH QUESTIONS REGARDING THIS MATTER.