

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

WILLIAM WRIGHT, JOHNESHA  
HARRISON, and JUDITH TIRADO TORRES  
on behalf of themselves and all others similarly  
situated,

Civil Action No. 3:23-cv-01285 (SRU)

Plaintiffs,

v.

The HOUSING AUTHORITY OF THE CITY  
OF HARTFORD, and ANNETTE  
SANDERSON, in her official capacity as  
Executive Director of the HOUSING  
AUTHORITY OF THE CITY OF HARTFORD,

Defendants.

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement” or “Agreement”) is entered into by and between plaintiffs William Wright, Johnesha Harrison, and Judith Tirado Torres (“Plaintiffs” or “Class Representatives”) on behalf of themselves and all of the members of the Settlement Class as defined herein, and defendants the Housing Authority of the City of Hartford (“HACH”) and Annette Sanderson in her official capacity as Executive Director of HACH (“Sanderson” and together with HACH “Defendants”) to resolve the claims and allegations in the above-captioned matter. Plaintiffs and Defendants are referred to collectively throughout this Agreement as the “Parties.”

WHEREAS, Plaintiffs, as low-income public housing families of HACH, commenced this action on their own behalf and also on behalf of all other persons similarly situated against Sanderson and HACH. HACH, which along with the United States Department of Housing and Urban Development (“HUD”) is charged with administering low-income housing to eligible recipients; and

WHEREAS, on October 2, 2023, Plaintiffs filed a complaint, which was subsequently amended on October 26, 2023, on behalf of themselves and on behalf of a putative class of all other persons similarly situated against Defendants in the lawsuit styled *William Wright, et al. v. Housing Authority of the City of Hartford, et al.*, Civil Action No. 3:23-cv-01285 (SRU) (D. Conn.) (the “Action”), which alleges, among other things, that HACH may have improperly calculated the rental portion due for certain low-income public housing families in violation of federal law and their leases and violated the rights under the Due Process Clause of the Fourteenth Amendment for certain low-income public housing families; and

WHEREAS, on December 27, 2023, Defendants filed a Motion to Dismiss the Complaint in the Action; and

WHEREAS, the Parties have been engaged in extensive arms-length negotiations and participated in numerous court-annexed settlement conferences before the Honorable Donna F. Martinez to resolve the Action with a view toward resolving Plaintiffs' claims on behalf of themselves and the Settlement Class (defined herein), and also with a view toward improving low-income housing administration for the Settlement Class, while avoiding the cost, delay, and uncertainty of further litigation, trial and subsequent appellate proceedings; and

WHEREAS, this Agreement is subject to the approval of the Court in accordance with Rule 23(e) of the Federal Rules of Civil Procedure; and

WHEREAS, this Agreement embodies the entire agreement and understanding of the Parties with respect to the settlement of this Action; and

WHEREAS, Plaintiffs and Class Counsel, as defined herein, have considered the terms and conditions of this Agreement and concluded that they are fair, reasonable, and adequate to the Settlement Class and in the best interests of the Settlement Class; and

WHEREAS, Defendants maintain that they have substantial factual and legal defenses to all claims, allegations, and Settlement Class claims in the Action. Defendants deny any and all liability or wrongdoing and/or liability to Plaintiffs and to the Settlement Class and as alleged in the Action, and further deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the Action, and further deny that the claims in the Action would be appropriate for class certification if the Action were to proceed. Nonetheless, Defendants have concluded that further litigation would be protracted and expensive, have taken into account the uncertainty and risks inherent in this Action, and have determined that it is desirable that the Action be fully, completely, and finally settled in the manner and upon the terms set forth in this Agreement. Without admitting liability or wrongdoing whatsoever, all of which is expressly denied, Defendants agree to the terms of this Agreement in order to resolve all issues relating to the allegations and subject matter of the Action including the Released Claims, defined below, in the Action; and

WHEREAS, Plaintiffs, on behalf of themselves and as the representatives of the Settlement Class, and Defendants' desire to resolve the Action and enter this Agreement to compromise and settle protracted, complicated, and expensive litigation; and

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

**I. DEFINITIONS**

Capitalized terms shall have the meaning ascribed herein and/or as defined as follows:

“ACOP” means HACH’s Admissions and Continued Occupancy Plan. Since the ACOP is amended from time to time, ACOP as used herein shall mean the controlling ACOP at the time as is relevant to the use of the term in this Agreement.

“Action” means this lawsuit styled *William Wright et al. v. Housing Authority of the City of Hartford*, Civil Action No. 3:23-cv-01285 (SRU) filed in the United States District Court for the District of Connecticut.

“Agreement” or “Settlement” means this settlement agreement of the Action by and between Plaintiffs, on behalf of themselves and all of the members of the Settlement Class, and Defendants to fully and finally resolve the Action on the terms set forth herein.

“Annual Income” has the meaning ascribed in 24 C.F.R. § 5.609 during the Class Period.

“Cash Deposits” means 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 annual income as recurring and/or non-sporadic non-wage deposits.

“Cash Deposit Subclass” means HACH LIPH Families whose rent during the Class Period was based in whole or in part on Cash Deposits.

“Cash Deposit Itemization Form” means a document substantially in the form attached as Exhibit B to the So-Ordered Stipulated Agreement entered as an Order of this Court on July 8, 2024 (ECF # 71).

“Class Counsel” means:

Greater Hartford Legal Aid  
999 Asylum Ave. 3<sup>rd</sup> Floor  
Hartford, CT 06105

Day Pitney LLP  
Goodwin Square, 225 Asylum St  
Hartford, CT 06103

“Claim” means that a Settlement Class Member has returned the Mailed Claim Form (Exhibits G-1 through G-7 to this Agreement) or the Posted Claim Form (Exhibit H to this Agreement) within the Claims Period and, if applicable, elected their form of relief.

“Claim Form” as used herein means the Mailed Claim Form (Exhibits G-1 through G-7 to this Agreement) or the Posted Claim Form (Exhibit H to this Agreement).

“Claims Period” means the 30-day period within which Settlement Class Members shall make a Claim beginning when the Settlement Administrator mails the Mailed Claim Form to the Settlement Class.

“Class Period” means the period beginning July 20, 2020 through and including July 8, 2024.

“Court” means the United States District Court for the District of Connecticut.

“Days” refers to calendar days unless otherwise specified.

“Defense Counsel” means:

Gordon & Rees Scully Mansukhani LLP  
One Financial Plaza,  
755 Main Street, Ste. 1700  
Hartford, CT 06103

“Effective Date” means the fifth (5<sup>th</sup>) business day after which all of the following events have occurred: execution of this Agreement by or on behalf of Plaintiffs, on behalf of themselves and all of the members of the Settlement Class, and Defendants; and the Court has entered without material change the Final Approval Order.

“Eviction Subclass” means HACH LIPH Families who during the Class Period were evicted and/or 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 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.

“Families” or “Family” has the meaning ascribed in 42 U.S.C. § 1437a(b)(3) during the Class Period. Irrespective of whether a Family has one or more members, a Family shall constitute a single Settlement Class Member and only one Claim may be made and only one Claim Form may be submitted per Settlement Class Member Family. In the event of a dispute among Family members concerning this Agreement, including but not limited to, objecting to the Agreement, opting-out of the Settlement or Settlement Class, and/or electing a form of relief if an election is available, the election of the Head of Household shall control.

“Final” with respect to the Final Approval Order, defined below, and the Judgment, defined below, means entry of the Final Approval Order and Judgment. If the Final Approval Order and/or Judgment is set aside, modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and/or Judgment shall not become Final.

“Final Approval” means the date that the Court enters an order and judgment granting final approval of the settlement. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

“Final Approval Hearing” means the Final Approval Hearing set forth in Section V.6 of this Agreement.

“Final Approval Order” means the order and final judgment in the attached form of Exhibit A that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.

“HACH” means the Housing Authority of the City of Hartford.

“Head of Household” means the adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

“Judgment” means the judgment to be entered by the Court pursuant to the Final Approval Order.

“LIPH” means low-income public housing.

“Mailed Claim Form” means the form sent by the Settlement Administrator following Final Approval of this Agreement to Settlement Class Members to make a Claim and/or, if applicable, elect the form of relief in the form attached as Exhibit G-1 through G-7 to this Agreement.

“Mailed Class Notice” means the mailed notice of the pendency of the Action and proposed settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the settlement. The Mailed Class Notice will be prepared in English and in Spanish. The Mailed Class Notice will be mailed by the Settlement Administrator to all members of the Settlement Class at the time provided in this Agreement, which commences the Opt-out/Objection Period, and is attached to this Agreement as Exhibit B.

“Objection” means an objection filed with the Court by a member of the Settlement Class objecting to any aspect of the Settlement.

“Opt-out Form” means the form to be submitted by a HACH LIPH Family in order to be excluded from the Settlement Class. The Opt-out Form will be substantially in the form attached hereto as Exhibit C.

“Opt-out/Objection Deadline” means the date by which Objections must be filed and postmarked and mailed to Class Counsel and Defense Counsel, and by which an Opt-out Form must be postmarked and mailed to the Settlement Administrator, Class Counsel and Defense Counsel. The Opt-out/Objection Deadline will be at 11:59 p.m. Eastern Time (EST) on the last day of the Opt-out/Objection Period.

“Opt-out/Objection Period” means the period commencing upon the date of the mailing of the Mailed Class Notice, which will occur within 30 days after the Preliminary Approval

Date (defined below) (or such other time as the Court orders), and concluding at 11:59 p.m. Eastern Time (EST) on the thirtieth (30) day thereafter.

“Policy and Programmatic Changes” means the policy and programmatic changes described and reflected in the So-Ordered Stipulation and attachments approved by the Court on July 8, 2024 (Docket Entry Nos. 71 and 74), which is attached to this Agreement as Exhibit D.

“Posted Claim Form” means the publicly posted Notice of Commencement of Wright Settlement Claim Period and Claim Form that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the settlement. The Posted Claim Form will be posted electronically on the GHLA website and HACH website and physically at the locations identified in this Agreement for the duration of the Claims Period in accordance with Section VI (2), in the form attached as Exhibit H to this Agreement.

“Posted Class Notice” means the publicly posted notice of the pendency of the Action and proposed settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the settlement. The Posted Class Notice will be prepared in English and in Spanish. The Posted Class Notice will be posted at the locations identified herein at and for the time provided in this Agreement in accordance with Section V (3) and is attached to this Agreement as Exhibit E.

“Preliminary Approval Date” means the date that the Court enters, without material change, an order preliminarily approving the settlement in the form jointly agreed upon by the Parties.

“Preliminary Approval Order” means the order of the Court in the form of Exhibit F hereto that preliminarily approves the settlement, certifies the classes identified herein for the purposes set forth in this Agreement, and approves the Posted Class Notice and Mailed Class Notice.

“Released Claims” means and includes any and all claims, rights, actions, cause or causes of action, suits, demands, liability matters, controversies, disputes, grievances, and issues, whether for non-monetary, equitable, injunctive, and/or declaratory relief, monetary, damages, costs, compensatory damages, punitive damages, exemplary damages, attorneys’ fees, expenses, losses, and remedies of any nature whatsoever, that result from, are based upon, arise from, concern, or relate to the conduct, action, inaction, omission, or duties of Released Parties from the beginning of time through the last date that the Agreement is in effect, whether based on any federal law, state law, common law, territorial law, tribal law, foreign law, contract, rule, regulation, statute, any regulator promulgation (including but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, asserted or unasserted, foreseen or unforeseen, actual or contingent, existing

or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, of every nature and description that has, have been, and/or could have been asserted in or as arising out of, concerning or relating to the conduct and allegations that are the subject of the Action by Plaintiffs on behalf of themselves or on behalf of the Settlement Class. For the avoidance of doubt, "Released Claims" includes, but is not limited to: all monetary damages asserted in the Action whether in the form of actual monetary damages and/or claims that rent was improperly calculated at any time during the Class Period; all claims for injunctive, declaratory, programmatic, and/or equitable relief, including those concerning HACH's policies and procedures that are challenged in the Action as set forth in the then controlling ACOP, Tenant lease(s), and/or grievance procedures; all claims for monetary damages, personal and/or other injury arising from the allegations in the Complaint, the Amended Complaint, and the Motion for Preliminary Injunction; and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs and/or disbursements incurred by Class Counsel, Plaintiffs, or any Plaintiff or Released Party in connection with or related in any manner to this Settlement, the administration of this Settlement, and/or the Released Claims.

"Released Parties" means: (a) HACH and each of its respective present and former divisions, subsidiaries, predecessors, investors, parent companies, successors, assigns, and affiliates, instrumentalities, any direct or indirect subsidiary of HACH and each of their respective present and former divisions, subsidiaries, predecessors, investors, parent companies, successors, assigns, and affiliates, and all of the present and former officers, directors, members, managers, principals, board members, employees (including Sanderson), agents, representatives, insurers, reinsurers, brokers, distributors, representatives, advisors, consultants, partners, joint venturers, independent contractors, shareholders, heirs, beneficiaries, administrators, estates, executors, successors, assigns and attorneys of all such entities and persons; (b) Sanderson individually and in her official capacity as Executive Director of HACH, together with her agents, employees, heirs, beneficiaries, administrators, estates, executors, representatives, agents, advisors, successors, assigns, insurers, reinsurers and attorneys of all such entities and persons; (c) HUD, including any successor agency, and any present, past, former, or future officers, administrators, staff, employees, agents and assigns of the United States of America or any of its agencies, including HUD; and/or (d) any person or entity providing services to Settlement Class on behalf of HACH and/or HUD, including the Settlement Administrator, and all of the present and former officers, directors, members, managers, employees, agents, insurers, brokers, distributors, representatives, advisors, consultants, partners, joint venturers, agencies, independent contractors, shareholders, and attorneys of all such entities and persons.

"Releasing Parties" means the named Plaintiffs and all members of the Settlement Class, each on behalf of himself or herself and on behalf of anyone claiming through them or on their behalf such as and each of their respective executors, estates, representatives, Families, heirs, administrators, affiliates, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents and attorneys.

**“Settlement Administrator”** subject to Court approval, means Angeion Group, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court. The Settlement Administrator will be charged with mailing the Mailed Class Notice to the Settlement Class, re-mailing (one time only) returned and/or undelivered Mailed Class Notice, as well as receiving timely and properly completed Claim Forms, Opt-out Forms and Objections from members of the Settlement Class, disbursing payments if applicable, and reporting to Defense counsel. The Settlement Administrator will be compensated by or on behalf of Defendants.

**“Settlement Class”** means the Settlement Class defined in Section II of this Agreement together with any subclass described herein.

**“Settlement Class Member”** any Family/Families who is/are a member of the Settlement Class as set forth in the Settlement Class definition in Section II of this Agreement and who does not timely and validly request exclusion from the Settlement Class through the Opt-out Form or by Objection. A Family shall constitute a single Settlement Class Member irrespective of how many members it has and only one Claim may be made and only one Claim Form may be submitted by a Settlement Class Member.

**“Tenant”** means the person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**“Zero Income Form”** means 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 during the Class Period.

**“Zero Income Subclass”** means HACH LIPH Tenant Families those whose rent during the Class Period was based in whole or in part on the Zero Income Form.

## **II. CERTIFICATION OF THE SETTLEMENT CLASS**

1. For purposes of this Agreement only, and without Defendants conceding that Plaintiffs have satisfied the requirements to certify a class and/or subclass, Plaintiffs will ask the Court to certify the following Settlement Class inclusive of each settlement sub-class pursuant to Fed. R. Civ. P. 23(b)(2), 23(b)(3) and 23(e) and to appoint the named Plaintiffs in this Action as Class Representatives:

**Settlement Class:** 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 the then controlling law or regulation) (the “Eviction Subclass”).

2. For the purpose of obtaining the Court’s approval of this Agreement, Defendants will not oppose the certification of this Settlement Class which does not constitute an admission of any liability, fault, wrongdoing and/or any other admission or concession by Defendants that Plaintiffs have satisfied the requirements to certify a class or any sub-class, all of which are expressly denied.

3. For purposes of this Agreement and Settlement, only one Claim may be made and only one Claim Form may be submitted per Settlement Class Member irrespective of the number of Family members and the number of subclasses to which they belong. Each Settlement Class Member will receive a Mailed Claim Form designating one or more subclass to which they may belong according to HACH records which will explain the corresponding relief available.

4. The following persons are excluded from the Settlement Class: (1) any judge or magistrate judge of the United States or their spouses, and persons within the third degree of relationship to either of them; (2) HACH, as well as any parent, subsidiary, affiliate, or control person of HACH, and the officers, directors, agents, servants, or employees of HACH; (3) any of the Released Parties; (4) Class Counsel and their employees; and (5) the immediate family of any such person(s) in (1)-(4).

5. This Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth herein.

### **III. BENEFITS OF SETTLEMENT**

1. Arm’s-length settlement negotiations took place between the Parties, both pre-suit and post-filing of the Action, to resolve the Parties’ dispute, including but not limited to an exchange of information and documents, and a series of virtual settlement conferences with the Honorable Donna F. Martinez on January 16, 2024; March 21, 2024; August 7, 2024; and January 8, 2025. After each meeting, the Parties continued the negotiation process through communication, the exchange of information, and the discussion of settlement terms. During that time, the Parties simultaneously negotiated and agreed to Policy and Programmatic Changes which were already approved by the Court pursuant to the So-Ordered Stipulation and have already been implemented and adopted by HACH (*see, e.g.*, ECF # 71 and 74).

2. This Agreement will provide significant, immediate procedural changes to benefit the Settlement Class. In addition, this Agreement provides substantial relief to the Settlement Class in the form of, *inter alia*, monetary payments or credits if applicable. Plaintiffs and Class Counsel recognize the expense and length of the proceedings necessary to litigate against Defendants through trial and any appeals. Plaintiffs and Class Counsel have taken into account the uncertainty and risks of litigation, as well as the inherent difficulties and delays. As a result, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Class.

3. HACH's mission is to provide decent, safe, and affordable housing. Defendants have determined that in furtherance of HACH's mission, it is best to resolve this matter in an amicable manner. Therefore, without admitting any wrongdoing or liability, to avoid the inconvenience, expense, and uncertainty of litigation, and in exchange for the mutual promises and covenants in this Agreement, including, without limitation, the releases set forth herein, and the dismissal of the Action with prejudice upon Final Approval, Defendants have agreed to settle in this manner and upon the terms set forth in this Agreement.

4. The Parties believe the Agreement is the best way to resolve the Action between them. It is the intent of the Parties that this Agreement shall constitute a full and complete settlement and release of all claims asserted or that could have been asserted in the Action against Defendants, whether asserted individually by any Settlement Class member or on behalf of the Settlement Class.

5. The Parties agree to cooperate and take all necessary and appropriate steps to effectuate the terms of this Agreement.

#### **IV. SETTLEMENT CONSIDERATION**

1. The Settlement consideration consists of monetary payments and/or reassessments with ledger adjustments where applicable for Settlement Class Members depending on the subclass to which they belong, as well as non-monetary Policy and Programmatic Changes to HACH's LIPH program implemented as set forth herein, as well as dismissal of this Action as provided in this Agreement.

##### **A. Policy Changes**

The Parties shall make a joint request that the Court enter the Policy and Programmatic Changes as described and reflected in the So-Ordered Stipulation approved by the Court on July 8, 2024 (Docket Entry Nos. 71 and 74) as a final Order of the Court. HACH has already implemented the Policy and Programmatic Changes and it is the intention of the Parties that these Policy and Programmatic Changes will remain in place unless and until changes in federal law and regulation require their modification.

##### **B. Settlement Administrator**

Within (fifteen) 15 days of the entry of the Preliminary Approval Order, HACH shall retain the Settlement Administrator at no expense to Plaintiffs. The Settlement Administrator shall issue the Mailed Class Notice, Opt-out Form, and Claim Forms as set forth herein, report to Defense Counsel concerning Opt-outs, Objections, and Claims, and disburse payments as outlined in this Agreement.

##### **C. Individualized Reassessment, Monetary Payments and/or Credits Depending on Subclass**

1. **Zero Income Subclass**. For the Settlement Class Members in the "Zero Income Subclass" of the Settlement Class, meaning whose rent during the Class Period

was based in whole or in part on the Zero Income Form, who make a Claim following the procedure set forth in Section IV of this Agreement:

- a. HACH shall offer individualized reassessment of the rent calculations 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.
  - i. Standards and procedures to be applied are those set out in the "So Ordered Stipulation" and its attachments (ECF # 71) (**Exhibit D**).
  - ii. The Parties shall cooperate in arriving at a process concerning the timing with which reassessments are to be conducted to ensure HACH resources and personnel are not overwhelmed and can continue to conduct day-to-day business. The order of reassessments shall be conducted one building at a time as determined by HACH, except that HACH shall first conduct the individualized reassessment for any of the three named Plaintiffs who are eligible for and elect an individualized reassessment. HACH shall communicate the schedule of individualized reassessments to class counsel GHLA one week prior to commencing reassessments and notify GHLA one week after individualized reassessments for each building have been completed. Settlement Class Members who have the opportunity to receive a housing choice voucher, who request reassessment and who request priority in writing, will be given priority in the individual reassessment process.
  - iii. Changes to be made to a Settlement Class Member's rent calculations during the Class Period as the result of the reassessment, if any, shall only be made as a credit on the Families' ledger. Families' rent shall not be raised retrospectively as a result of this individualized reassessment.
  - iv. There is no cap on the amount of the possible credit, if a credit is determined to be due as a result of the reassessment.
  - v. Individualized reassessment shall be conducted in the form of an "informal meeting" and the Settlement Class Member must provide verification regarding what information the Settlement Class Member contends was improperly considered in calculating rent consistent with the verification hierarchy under HUD guidance and the policies and procedures required by the current ACOP. Settlement Class Members may request a grievance hearing if they disagree with the result of the individualized reassessment. Settlement Class Members will be notified that they have the right to be represented by legal counsel during the reassessment and may hire counsel of their own choosing at their own expense or may be eligible for free legal representation through Class Counsel (Greater Hartford Legal Aid ("GHLA")) and may apply for individual representation by contacting GHLA at (860) 541-5043 or (860)541-5040.

**AND**

- b. Each Settlement Class Member in the Zero Income Subclass that makes a Claim also receives a monetary payment of \$825 per Settlement Class Member, which the Settlement Class Member can receive via check or as a credit on their ledger at the Settlement Class Member's discretion. If a Family elects to receive a check, the check shall be made payable to the Head of Household as designated on the Family lease.
2. **Cash Deposit Subclass.** Settlement Class Members who are current HACH Families in the "Cash Deposit Subclass", whose rent during the Class Period was based in whole or in part on non-wage Cash Deposits, and who make a Claim following the procedure set forth in Section IV of this Agreement, will be offered a choice of *either* (**not both**), at their sole discretion:
    - a. Individualized reassessment of the Settlement Class Member's rent calculations during the Class Period which were based in whole or in part on Cash Deposits as described in ¶ 1(a) of this Section;

**OR**

- b. A monetary payment of \$825 per Settlement Class Member, which the Settlement Class Member can choose to receive via check or as a credit on their ledger at the Family's discretion. If a Family elects to receive a check, the check shall be made payable to the Head of Household as designated on the Family lease.

By electing a. or b. above, the Settlement Class Member waives the option not elected.

3. **Eviction Subclass.** Settlement Class Members who faced eviction without a grievance hearing, and who make a Claim following the procedure set forth in Section IV of this Agreement, may Claim a monetary payment of either \$75 or \$300 depending on whether the court filing fee and marshal's fee was credited or refunded. If the court filing fee and marshal's fee were assessed and HACH credited or refunded the Family for the court filing fee and marshal's fees already, the Settlement Class Member receives \$75. If the court filing fee and marshal's fee were assessed but were not credited or refunded, the Settlement Class Member receives \$300, which at their sole discretion they can choose to receive as a check or credit on their ledger. If a Family elects to receive a check, the check shall be made payable to the Head of Household as designated on the Family lease. Settlement Class Members who moved out while facing eviction and make a Claim

will have the court filing fee and marshal's fees credited on their ledgers but will not receive an additional monetary payment.

4. Settlement Class Members who make a Claim and who have moved out of their HACH units cannot opt for the individualized reassessment and can only elect monetary payment, which they can at their sole discretion choose to apply as a credit against any balance owed HACH when they moved out.
5. Settlement Class Members who fall within more than one subclass constitute a single Claim and will be furnished a Mailed Claim Form designating one or more sub-class to which they belong based on HACH records. Settlement Class Members who are current HACH LIPH Tenants and in both the Zero Income Subclass and the Cash Deposit Subclass that make a Claim, may, at their sole discretion, seek individualized reassessment of rents calculated in whole or in part based on Cash Deposits during the Class period as part of the review of their ledgers described in ¶ 1(a) of this Section, which shall not foreclose them also receiving the monetary payment of \$825 as provided in ¶ 1(b) of this Section, provided there is a limit of one \$825 payment per qualifying Settlement Class Member. A Settlement Class Member who is a current HACH LIPH Tenant and belongs to both the Zero Income Subclass and the Eviction Subclass will constitute a single Claim entitled to a single payment of \$825 (or as a credit on their ledger at the Settlement Class Member's discretion) in addition to an individualized reassessment of their rent calculation for the applicable period and the payment associated with their eviction fee status as provided in ¶ 3. A Settlement Class Member who is a current HACH LIPH Tenant who belongs to both the Cash Deposit Subclass and the Eviction Subclass will constitute a single Claim entitled to either a single payment of \$825 (or as a credit on their ledger at the Settlement Class Member's discretion) or individualized reassessment of rents calculated in whole or in part based on Cash Deposits during the Class Period, as provided in ¶ 2, in addition to the payment associated with their eviction fee status as provided in ¶ 3.
6. Any Settlement Class Member not making a Claim within the Claims Period will not be eligible for any payment or reassessment described in these terms.
7. HACH agrees to cooperate with rental assistance applications to third party payors for any remaining balance following individualized reassessment and/or credits in Paragraphs ¶¶ 1 and 2 of this Section.
8. HACH shall timely report to the Enterprise Income Verification ("EIV") system any reduction in arrearages that result for class members.

9. The Parties agree that the entry of the So-Ordered Stipulation lifted the stay of evictions for HACH LIPH Families who fall within the Settlement Class. Should HACH commence eviction proceedings against a HACH LIPH Family who is a member of the Settlement Class prior to entry of Judgment, HACH will offer an individualized reassessment of the rent calculations for that part of the Class Period that the rent was based in whole or in part on the Zero Income Form or Cash Deposits. Individualized reassessment shall be conducted in the form of an “informal meeting” and the Family must provide verification regarding what information the Settlement Class Member contends was improperly considered in calculating rent, with the verification hierarchy under HUD guidance and the policies and procedures required by the current ACOP. A Family within the Settlement Class may request a grievance hearing if they disagree with the result of the individualized reassessment. A Family within the Settlement Class against whom eviction proceedings are commenced will be notified that they have the right to be represented by legal counsel during the reassessment and may hire counsel of their own choosing at their own expense or may be eligible for free legal representation through Class Counsel GHLA and may apply for individual representation by contacting GHLA at (860) 541-5043 or (860) 541-5040.
10. If a Family elects to receive a check, HACH shall not count the payment as Annual Income for the purpose of any rental calculation.
11. If a Family elects to receive a check, the check shall be made payable to the Head of Household as designated on the Family lease.
12. In the event of a dispute among Family members concerning electing a form of relief if an election is available, the election of the Head of Household shall control.
13. The Settlement Administrator and HACH shall honor good faith attempts to comply with the Claims procedures set out in Section IV of this Agreement provided the Claim Form is returned timely. The Settlement Administrator will refer questions regarding the Claim Form to Class Counsel.

**V. TIMELINE FOR SETTLEMENT APPROVAL**

1. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an Order granting Preliminary Approval of this Settlement in accordance with the Preliminary Approval Order. The Motion for Preliminary Approval shall request that the Court: (A) issue preliminary approval of this Agreement as fair, adequate and reasonable pending delivery of the Settlement Class Notice and Final Approval Hearing; (B) provisionally certify the proposed Settlement Class, including each subclass, pursuant to Federal Rule of Civil Procedure 23(b)(2)-(3) and (e) for settlement purposes only; (C) appoint Class Counsel and approve the proposed Settlement Administrator upon preliminary approval of this Agreement; (D) authorize disclosure of

personal identifying information concerning the members of the Settlement Class to the Settlement Administrator; (E) approve the Mailed Class Notice, Opt-Out Form, Posted Class Notice, Mailed Claim Forms and Posted Claim Form that accompanies the Motion for Preliminary Approval filed concurrently with this Agreement as **Exhibits B, C, E, G-1 through G-7 and H**; and (F) schedule a final approval hearing date no less than ninety (90) days following issuance of its Preliminary Approval Order of this Settlement at a time and date mutually convenient for the Court, Class Counsel and Defense Counsel, at which the Court will hear Objections and conduct an inquiry into the fairness of the Settlement, and determine whether it was made in good faith ("**Final Approval Hearing**").

2. **Mailed Class Notice**: Within (thirty) 30 days of the Preliminary Approval Order Date, HACH shall direct the Settlement Administrator to mail by U.S. Postal Service the Mailed Class Notice to the Settlement Class. The Mailed Class Notice shall state each member of the Settlement Class has the right to object or opt-out of the Settlement. The date of the mailing of the Mailed Class Notice will commence the Opt-out/Objection Period, and any Objection must be filed, postmarked, and mailed to Class Counsel and Defense Counsel, and any Opt-out Form must be postmarked and mailed to the Settlement Administrator, Class Counsel, and Defense Counsel by the Opt-out/Objection Deadline.

- i. Mailed Class Notice shall be delivered to current HACH LIPH Families within the Settlement Class by U.S. Mail to their current address.
- ii. Mailed Class Notice shall be delivered to former HACH LIPH Families within the Settlement Class using the most current mailing address in HACH's records. The Settlement Administrator shall promptly conduct a second mailing to any former HACH LIPH Family within the Settlement Class if the Mailed Class Notice is returned as undelivered by mailing the Mailed Class Notice to any forwarding address provided by the U.S. Postal Service. Should no forwarding address be available from the U.S. Postal Service, the Settlement Administrator is relieved from the second mailing requirement.

3. On or before 30 days after the Preliminary Approval Order Date, HACH and GHLA shall cause the Posted Class Notice to be posted on their respective web sites for a period of thirty (30) days and, at the conclusion of the 30<sup>th</sup> day, shall be removed. HACH shall post copies of the Posted Class Notice in the lobby of its six buildings with lobbies for a period of thirty (30) days from the date the Settlement Administrator delivers the Mailed Class Notice and, at the conclusion of the 30<sup>th</sup> day, shall be removed. A copy of the entire Settlement Agreement and Opt-out Form will be available at the foregoing websites, at the HACH Main Office located at 180 John D. Wardlaw Way, Hartford, CT 06106 and at the GHLA Main Office located at 999 Asylum Avenue, 3<sup>rd</sup> Floor, Hartford, CT 06105 for the duration of the Opt-out/Objection Period.

4. **Procedure for Objecting to the Settlement**: Any member of the Settlement Class wishing to object to the Court's approval of this Settlement shall be required to follow the

procedures set forth in the Mailed Class Notice, including filing and postmarking and mailing to Class Counsel and Defense Counsel no later than the Opt-out/Objection Deadline. Any member of the Settlement Class who fails to file a timely written Objection shall be foreclosed from objecting to this Settlement unless otherwise ordered by the Court. Counsel for the Parties may file a response to Objections at any time prior to the Final Approval Hearing as part of or contemporaneous with the Parties' application for final settlement approval. Class Counsel may communicate with any member of the Settlement Class regarding their Objections and may advise the Court of any member of the Settlement Class who has communicated that they wish to withdraw their Objections. In the event of a dispute among Family members concerning objecting to the Settlement or this Agreement, the election of the Head of Household shall control.

5. **Procedure for "Opting Out" of the Settlement:** Any Family, other than the named Plaintiffs, may elect to be excluded from the Settlement by properly filling out and timely returning an Opt-out Form to the Settlement Administrator. The Opt-out Form must be postmarked and mailed to the Settlement Administrator by the Opt-out/Objection Deadline. Any Family that opts-out is not bound by the terms of this Agreement, including any releases contained herein, and will not receive any benefit as a result of this Agreement. The Mailed Class Notice shall provide that members of the Settlement Class who wish to exclude themselves from the Settlement Class must submit a written statement requesting exclusion from the Settlement Class on the form attached to the Mailed Class Notice. Such Opt-out Forms as a written request for exclusion must: (i) be signed by the Head of Household who is requesting exclusion for the Family; (ii) contain the full name, address, telephone number, date of birth, and, last four digits of the person's social security number, and dates of residence at HACH LIPH; and (iii) include the following statement: "I request to opt-out from the settlement in the Wright v. HACH class action." No Opt-out Form will be valid unless all of the information described above is included. No potential member of the Settlement Class, or any person acting on behalf of or in concert or participation with any other person, may exclude any other potential member of any classes identified herein. In the event of a dispute among Family members concerning opting-out of the Settlement or Settlement Class, the election of the Head of Household shall control. Any member of the Settlement Class who opts-out of the Settlement Class will not be entitled to any relief under the Settlement and they will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Neither Plaintiffs, Class Counsel, Defendants or Defense Counsel will encourage any person to opt-out of the Settlement.

6. **Final Settlement Approval Hearing and Entry of Judgment:** Class Counsel shall file their Motion for Final Approval of the Settlement and Motion for Dismissal of the Action no later than ten (10) days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's Motion for Final Approval of the Settlement. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any members of the Settlement Class (or their counsel) who object to the Settlement, provided the objectors submitted timely objections that meet all of the requirements listed in the Preliminary Approval Order. At the Final Approval Hearing, the Court will determine whether to enter the Final Approval

Order granting Final Approval of the Settlement and entering final judgment thereon. Such proposed Final Approval Order shall, among other things:

- i. Determine that the Settlement is fair, adequate and reasonable;
- ii. Finally certify the Settlement Class for settlement purposes only;
- iii. Determine that the Mailed Class Notice, Posted Class Notice, Mailed Claim Form, Posted Claim Form, Opt-out Form and opt-out procedures satisfies Due Process requirements;
- iv. Authorize the Settlement Administrator to disclose the personal identifying information of each Settlement Class Member who has returned a Claim Form to Class Counsel;
- v. Enter Judgment dismissing the Action with prejudice;
- vi. Bar and enjoin all Releasing Parties from asserting, as applicable, any of the Released Claims, including during any appeal from the Final Approval Order; and
- vii. Release Defendants and the Released Parties from the Released Claims; and
- viii. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, all members of the Settlement Class, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

## **VI. CLAIMS**

1. Within forty-five (45) days of Final Approval of this Agreement, HACH shall direct the Settlement Administrator to deliver the Mailed Claim Form to each Settlement Class Member by regular U.S. Postal Service to the last known address of the Settlement Class Member. The Mailed Claim Form shall contain the following:

A. Notice of which subclass(es) the Settlement Class Member belongs to according to HACH records.

B. Notice that the Settlement Class Members must return the Claim Form during the 30-day Claims Period in order to make a Claim to receive relief and, if entitled to an election under Section IV.C of this Agreement, elect the form of relief that they choose.

C. Notice that receipt of a cash payment could affect public benefits such as SSI and HUSKY C and Settlement Class Members should seek legal advice prior to electing receipt of a cash payment.

D. Notice that Settlement Class Members making a Claim have consented to representation by Class Counsel and that their personal identifying information will be shared with Class Counsel and the Settlement Administrator.

E. A space for the Settlement Class Member to elect their form of relief.

2. Within thirty (30) days of Final Approval of this Agreement, Class Counsel at GHLA and HACH shall post the Posted Claim Form on their respective websites and in their main office lobbies for the duration of the Claims Period after which it shall be removed. HACH shall post a copy of the Posted Claim Notice in the lobby of each of its six public housing buildings that have lobbies for the duration of the Claims Period after which it shall be removed.

3. If the Mailed Claim Form is returned, the Settlement Administrator shall promptly conduct a second mailing to any forwarding address provided by the U.S. Postal Service. Should no forwarding address be available from the U.S. Postal Service, the Settlement Administrator is relieved from the second mailing requirement.

4. The Claims Period shall continue for thirty (30) days from the mailing of the Mailed Claim Form. The Settlement Administrator shall receive Claim Forms, refer Settlement Class Members who have questions about possible implications for benefits with GHLA Class Counsel, and maintain a record of Settlement Class Members entitled to individualized reassessments and/or checks, and Settlement Class Members requesting credits on their HACH ledgers rather than checks.

5. The Settlement Administrator shall provide to Defense Counsel and Class Counsel the names of Tenant Families making claims throughout the thirty (30) day Claims Period, on at least a weekly basis each Friday.

6. HACH shall provide an opportunity for HACH LIPH Families who believe they are members of the Settlement Class, but who are not on the list of Settlement Class Members developed by HACH, with an opportunity to inspect their files and/or ledgers at HACH and to present proof which cannot be self-certification, including documentation if necessary, to HACH in support of their contention that they are a Settlement Class Member. HACH does not have the burden of demonstrating that a Family is not a Settlement Class Member. HACH shall provide a space on the Posted Claim Form for individuals to check if they did not receive a Mailed Claim Form but otherwise believe they are a Settlement Class Member. Such Claims shall be considered timely upon receipt by the Settlement Administrator within the Claims Period. Persons contending they are a Settlement Class Member using the Posted Claim Form during the thirty (30) day Claims Period will be considered timely even if the documentation process exceeds the Claims Period, but which shall not exceed the Claim Period by greater than thirty (30) days. The Posted Claim Form shall notify Families making claims pursuant to this paragraph that they have the right to be represented by legal counsel and may hire counsel of their own choosing at their own expense or

may be eligible for free legal representation through class counsel GHLA and may apply for individual representation by contacting GHLA at (860) 541-5043 or (860) 541-5040. The Posted Claim Form shall also notify Families making claims pursuant to this paragraph that they are bound by the terms of the Settlement Agreement if their review determines they are a Settlement Class Member. The Settlement Administrator shall share names of Tenant Families making claims pursuant to this paragraph in accordance with ¶ 5 provided the Family provides written authorization to do so.

7. Within sixty (60) days of the conclusion of the Claims Period, the Settlement Administrator shall provide an accounting of which Settlement Class Members are entitled to individualized reassessment, which are entitled to monetary payments, and of those entitled to monetary payments, which have requested credits on their HACH ledger in lieu of a check (the "Initial Accounting").

8. Within sixty (60) days of the Initial Accounting, funds shall be transferred to the Settlement Administrator by or on behalf of HACH in order for the Settlement Administrator to send out the checks to the Settlement Class Members who have requested checks and HACH shall provide to the Settlement Administrator and Class Counsel documentation of ledger credits and a schedule for individualized reassessments.

9. Within thirty (30) days of the receipt of funds by the Settlement Administrator, the Settlement Administrator shall mail checks to Settlement Class Members eligible for and requesting checks by U.S. Postal Service to their last known address made payable to the Head of Household as designated on the Family lease. Checks shall be void ninety (90) days from the date indicated on the check. If a check is returned, the Settlement Administrator shall mail the check to any forwarding address provided to the U.S. Postal Service by the Settlement Class Member. Should no forwarding address be available from the U.S. Postal Service, the Settlement Administrator is relieved from the second mailing requirement.

10. Any unclaimed funds shall be returned to HACH along with a final accounting of payments made (the "Final Accounting").

## **VII. RELEASES**

1. Upon Final Approval by the Court, Plaintiff and Releasing Parties, by operation of Judgment, shall automatically be deemed to have fully, conclusively, finally, forever and irrevocably released, discharged, and relinquished, with prejudice, the Defendant and Released Parties of and from Released Claims as of the date of the Final Approval.

2. Upon Final Approval, Plaintiffs and Releasing Parties, each on behalf of himself or herself and on behalf of anyone claiming through them or on their behalf such as and each of their respective executors, estates, representatives, heirs, Families, administrators, affiliates, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents and attorneys, by operation of Judgment, shall automatically be deemed to have fully, conclusively, finally, forever and irrevocably released,

discharged, and relinquished Released Parties of and from Released Claims as of the date of the Final Approval.

3. Without in any way limiting their scope, the Released Claims cover by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs and/or disbursements incurred by Class Counsel, Plaintiffs, or any Plaintiff or Released Party or Released Parties in connection with or related in any manner to this Settlement, the administration of this Settlement, and/or the Released Claims.

4. Plaintiffs and Releasing Parties recognize or will be deemed to recognize that, even if they may later discover facts in addition to or different than those which they now know or believe to be true, they fully, finally, and forever settle and release any and all claims covered by these releases upon entry of the Judgment. Plaintiffs and Releasing Parties acknowledge that the foregoing releases were bargained for and are a material element of this Agreement.

5. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the Releases contained in the Agreement. The Court shall retain jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement, notwithstanding that no claim of noncompliance on the part of any of the Parties shall be filed with the Court until the Parties have complied with Section IX and XIV.10.

6. Upon entry of the Final Approval Order and Judgment: (i) the Agreement shall be the exclusive remedy for any and all members of the Settlement Class; (ii) the Defendant and Released Parties shall not be subject to liability or expense for any of the Released Claims or Released Claims to, as applicable, any Plaintiff or Releasing Party; (iii) Releasing Parties who have not opted-out or objected shall, as applicable, be permanently barred from filing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

7. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein. The releases set forth herein are not intended to include the release of any rights or duties of the Parties arising out of the Agreement, including the express warranties and covenants contained herein.

## **VIII. REPORTING AND MONITORING**

1. Until all the relief provided in this Agreement has been completed, HACH shall inform Class Counsel of all proposed changes to the Zero Income Form and the Cash Deposit Itemization Form and the Grievance Procedure identified in this Agreement.

**IX. JURISDICTION OF THE COURT AND ENFORCEMENT OF SETTLEMENT**

1. This Court shall retain jurisdiction, subject to the Final Approval Order, over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement.

2. Notwithstanding any provision of this Agreement to the contrary, the provisions of the Agreement shall not be deemed breached if Defendant is in substantial compliance with the terms and conditions.

3. Neither Plaintiffs nor Class Counsel, or any person on their behalf, shall bring any motion seeking enforcement or contempt with respect to whether Defendant have complied with the obligations under this Agreement unless Plaintiffs have first provided to the Defendant and Defense Counsel thirty (30) days advance written notice specifically detailing the factual basis for the claimed non-compliance. Plaintiffs shall thereafter meet and confer with Defendants to discuss and to attempt to resolve in good faith any claimed non-compliance no fewer than 20 days after the provision of the written notice required by this paragraph before filing any such motion for contempt, enforcement or modification of this Agreement.

**X. TERMINATION OF SETTLEMENT**

1. This Settlement may be terminated by either Plaintiffs or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within thirty (30) days (or such longer time as may be agreed in writing between Class Counsel and Defendant) after any one or more of the following occurrences:

- A. HUD fails to approve the Agreement or the Settlement;
- B. The Court fails to preliminarily approve the Settlement, or fails to finally approve the Settlement;
- C. An appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- D. Any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, Settlement Class Notice, Opt-out Form, or the Objection or Opt-out process or the Settlement in a way that the Party seeking to terminate the Settlement reasonably considers material;

E. If: (1) the Court rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that is material, including without limitation, the terms of relief, the finding or conclusions of the Court, the provisions relating to class notice, the definitions of the Settlement Class and/or terms of the releases; (2) the Court does not enter or completely affirm, or alters, or restricts, or expands, any portion of the Final Approval Order or Judgment, or any of the Court's findings of fact or conclusions of law, that is material; or (3) if all of the conditions required to be met before the Final Approval Date do not occur; or

F. The Effective Date does not occur.

2. If this Settlement is terminated as provided herein, either automatically or by any Party, the Settlement shall be null and void from its inception and the Parties will be restored to their respective positions in the Action as of the day prior to the date of the Preliminary Approval Order. In such event, the terms and provisions of this Agreement will have no further force or effect with respect to the Parties and will not be used in the Action or any other matter or proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

3. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

4. In the event the Settlement is terminated, any discussions, offers, or negotiations associated with this Settlement, including any written documents related to or concerning this Settlement (including but not limited to the Settlement Term Sheet), shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. All documents provided to or between the Parties and Magistrate Judge Donna Martinez (together with her staff) or Settlement Administrator shall be confidential and not subject to discovery. This Section shall supersede any prior agreements between the Parties.

#### **XI. EFFECTIVE DATE AND DISMISSAL**

1. The Settlement shall become effective on the Effective Date.

2. Class Counsel shall move for dismissal of this Action with prejudice at the time provided in Section V.6 of this Settlement Agreement.

3. Either party may object to dismissal of this Action if there is material noncompliance with its provisions.

## **XII. NO ADMISSION OF LIABILITY**

1. Defendants deny all liability, wrongdoing and fault for the claims alleged in the Action, and maintain that they complied, at all times, with all applicable laws, statutes, regulations, rules and policies. Defendants deny all wrongdoing. Defendants do not by this Agreement or otherwise admit any liability, fault or wrongdoing of any kind. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

2. Class Counsel believes that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, time-consuming litigation. Class Counsel fully investigated the facts and law relevant to the merits of the claims.

3. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

4. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

5. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by any Plaintiff or any member of the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

6. In addition to any other defenses Defendants may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the releases contained herein.

## **XIII. REPRESENTATIONS AND WARRANTIES**

1. Plaintiffs represent and warrant that they are the sole and exclusive owners of all of their Released Claims and that they have not assigned or otherwise transferred any interest in any of their Released Claims against any of the Released Parties, and further covenant that they will

not assign or otherwise transfer any interest in any of their Released Claims. Plaintiffs represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

#### **XIV. MISCELLANEOUS PROVISIONS**

1. **Amendment or Modification.** This Agreement may not be amended or modified, except by a written instrument signed by Plaintiffs, Class Counsel, Defense Counsel, and HACH (with HUD and HACH Board of Directors approval) and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

2. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings, whether written or oral, of the Parties with respect to such subject matter. This Agreement may not be modified or canceled in any manner except as described in this Agreement.

3. **Construction.** This Agreement is a fully negotiated agreement and therefore shall not be construed or interpreted for or against either Party, and any rule or maxim of construction to such effect shall not apply to this Agreement.

4. **Authorization to Enter Into Settlement Agreement.** Each Party warrants and represents that all necessary actions have been taken to approve this Agreement and authorize its execution. Each Party warrants and represents that the persons executing this Agreement on each Party's behalf is fully authorized to do so, and that such person has the authority to bind the Party and to settle and release the released claims on behalf of such Party and its releasing parties, and each Party hereby waives any claim that its signatory was not so authorized.

5. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, heirs, beneficiaries, Families, assigns, and successors in interest of the Plaintiffs, members of the Settlement Class, Releasing Parties, and the Released Parties. Except as otherwise stated above, each Party, including Plaintiffs, on behalf of themselves and the members of the Settlement Class, expressly accept and assume the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

6. **Choice of Law.** Issues and/or disputes regarding this Agreement that are not governed by federal law shall be governed by Connecticut law.

7. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute originals of the Agreement, and may be executed by electronic signature, including by exchanging PDF copies of signatures via e-mail, and such signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the

original signatures. Electronic copies of the fully-executed Agreement shall constitute an original of the Agreement.

8. **Invalidity of Any Provision.** If any provision of this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

9. **Cooperation of the Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect regardless of events that may occur. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

10. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred.

11. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

12. **Jurisdiction.** The Court shall retain jurisdiction, subject to the Final Approval Order, over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement.

13. **HUD Approval.** HUD must approve the Agreement before it may be agreed to and executed by the Parties and before the Court's Final Approval Order, and HUD must approve any amendments to or modifications of the Agreement.

14. **Notices to Counsel.** All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Giovanna Shay  
Kelsey Bannon  
Greater Hartford Legal Aid  
999 Asylum Ave. 3<sup>rd</sup> Floor  
Hartford, CT 06105  
gshay@ghla.org

Erick Sandler  
Emily Ferriter Russo  
Caitlin Barrett  
Lauren Pipenbacher  
Day Pitney LLP  
Goodwin Square, 225 Asylum St  
Hartford, CT 06103  
emsandler@daypitney.com

All notices to HACH provided for herein shall be sent by email with a hard copy sent by overnight mail to:

Thomas C. Blatchley  
Aubrey E. Blatchley  
Gordon & Rees Scully Mansukhani, LLP  
One Financial Plaza  
755 Main Street, Suite 1700  
Hartford, CT 06103  
Email: tblatchley@grsm.com  
Email: ablatchley@grsm.com

Housing Authority City of Hartford  
c/o Annette Sanderson  
80 John D. Wardlaw Way  
Hartford, CT 06106

The notice recipients and addresses designated above may be changed by written notice. The Parties agree to provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program as provided herein.

15. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

16. **Authority.** Class Counsel and HACH (subject to Board and HUD approval) represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and HACH to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

17. **Agreement Mutually Prepared.** Neither Plaintiff or HACH, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The language in all parts of this Agreement will be interpreted according to its fair meaning and will not be interpreted for or against any Party as the drafter thereof.

18. **Receipt of Advice of Counsel.** Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the releases, received independent legal advice with respect to the advisability of entering into this Agreement and the releases and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the release.

19. **No Collateral Attacks.** The Agreement shall not be subject to collateral attack by any member of the Settlement Class or any recipient of the class notices after the Final Approval Order and Judgment are entered.

20. **Destruction of Documents; Confidentiality.** Class Counsel and Plaintiffs, and their experts, agents and/or consultants, shall use commercially reasonable efforts to return or destroy all copies of designated confidential materials obtained in this litigation from HACH or

third parties when the Claims Period closes. Notwithstanding the forgoing, Class Counsel may retain a complete copy of their work files. All agreements made and orders entered during the course of the Action relating to confidentiality of information shall survive this Agreement.

21. **Press Statements/Publications.** The Parties and their counsel agree that no materials, including oral or written media or website announcements, concerning the Settlement and claims related to the Action shall be published without written consent of the other Party. The Parties consent to posting of the Settlement Agreement as provided herein insofar as is necessary for Class Notice. This provision does not prohibit GHLA or HACH from reporting the outcome of this case to their respective Boards and funders, including HUD, nor does it prohibit Day Pitney from reporting that it co-counseled a proposed class action on behalf of a putative class of public housing tenants, resulting in a satisfactory resolution, or GRSM from reporting that it represented a public housing authority and its Executive Director in a putative class action that resolved by agreement of the parties without any finding or admission of liability, and on terms that allow all parties to focus on the future.

22. **Non-Disparagement.** The Class Representatives, together with their Family, agents, and/or representatives, including those acting on their behalf, agree that they will not individually, nor will they direct, cause, or otherwise encourage any other person, including but not limited to, their Family, friends, associates, agents, and/or representatives, to denigrate, disparage, and/or otherwise impugn the personal or business reputation, practices, or conduct of the Released Parties in any way related to the Action, whether verbally or in writing (including, without limitation, on the internet and on social-media platforms). Defendants' officers and directors agree that they will not, nor will they direct, cause, or otherwise encourage any other person, to denigrate, disparage, and/or otherwise impugn the personal reputation of the Class Representatives in any way related to the Action, whether verbally or in writing (including, without limitation, on the internet and on social-media platforms).

23. **Waiver of Attorney's Fees and Legal Costs.** All parties shall bear their own attorney's fees and costs. Class Counsel and/or any counsel for Plaintiffs or the Settlement Class expressly waive any claim for attorneys' fees and costs.

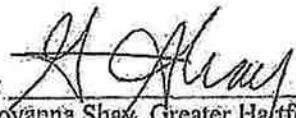
24. **No Bonus/Incentive Payments.** Plaintiffs do not seek any bonus/incentive award for named Plaintiffs.

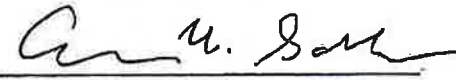
**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE  
FOLLOWS]**

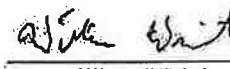
The Parties have executed this Agreement as of the dates under each of the Parties' signatures below.


**WILLIAM WRIGHT, JHONESHA HARRISON, AND JUDITH TIRADO TORRES, ON BEHALF OF THEMSELVES AND ALL MEMBERS OF THE SETTLEMENT CLASS**


**BY THEIR COUNSEL**

Signature:   
Giovanna Shay, Greater Hartford Legal Aid  
Date: 2/11/2026


Signature:   
Erick Sandler, Day Pitney LLP  
Date: 2/11/2026

Signature:   
Mr. William Wright  
Date: 2/10/26

Signature:   
Ms. Johnesha Harrison  
Date: Feb 10, 2026

Signature:   
Ms. Judith Tirado Torres  
Date: 2/11/2026

**THE HOUSING AUTHORITY OF THE CITY  
OF HARTFORD**

Signature: 

By: Annette Sanderson

Its: Executive Director

Date: 2/26/2026

**ANNETTE SANDERSON, EXECUTIVE  
DIRECTOR OF HACH**

Signature: 

Date: 2/26/2026

# Exhibit A

**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

WILLIAM WRIGHT, JOHNESHA  
HARRISON, and JUDITH TIRADO  
TORRES, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

The HOUSING AUTHORITY OF THE  
CITY OF HARTFORD, and ANNETTE  
SANDERSON, in her official capacity as  
Executive Director of the HOUSING  
AUTHORITY OF THE CITY OF  
HARTFORD,

Defendants.

Civil Action No.  
3:23-CV-1285

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT OF DISMISSAL**

This matter is before the Court on Plaintiffs' Motion for Final Approval of the settlement. Due and adequate notice having been given to the Settlement Class and each Settlement Subclass, and the Court having considered the Settlement Agreement and Release ("Settlement Agreement"), all papers filed and proceedings had herein, and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. For purposes of this Final Approval Order and Judgment of Dismissal (the "Final Approval Order"), the Court adopts all defined terms as set forth in the Settlement Agreement filed in this case to the extent not otherwise defined herein.

2. The Court has jurisdiction over the subject matter of the litigation, the Plaintiffs, members of the Settlement Class, the Defendants, the Releasing Parties and the Released Parties (“Settling Parties”).

3. By way of its Preliminary Approval Order [ECF ], on [ ] the Court conditionally certified, for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(2)-(3), a Settlement Class defined as:

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 the then controlling law or regulation) (the “Eviction Subclass”).

Excluded from the Settlement Class and Settlement Subclass are: (1) any judge or magistrate judge of the United States or their spouses, and persons within the third degree of relationship to either of them; (2) HACH, as well as any parent, subsidiary, affiliate, or control person of HACH, and the officers, directors, agents, servants, or employees of HACH; (3) any of the Released Parties; (4) Class Counsel and their employees; and (5) the immediate family of any such person(s) in (1)-(4).

4. The Court now finally certifies the Settlement Class and each Subclass for settlement purposes only.

5. The Settling Parties have reached an agreement to settle all issues remaining outstanding in the Action, subject to approval of the Court pursuant to Rule 23(e). The Court has read and considered the Settlement Agreement [ECF ] signed by or on behalf of the Settling Parties and setting forth the terms and conditions of the proposed settlement, the Court

preliminarily approved the Settlement Agreement on [ ] [ECF ] and directed notice to the Settlement Class and each Subclass as provided in the Settlement Agreement and Exhibits B, C, E, G-1 through G-7 and H to the Settlement Agreement, the Court held a hearing to evaluate the fairness of the proposed settlement [**IF APPLICABLE**: and hear Objections] on [ ], and the Settling Parties have consented to the entry of this Final Approval Order.

6. Based on evidence and other material submitted in conjunction with the Final Approval Hearing, the Court specifically finds:

- a. The Settlement Agreement was the result of protracted, arms-length negotiations by and amongst Class Counsel, named Plaintiffs, representatives of Defendants, and Defense Counsel;
- b. The case was referred to the Honorable Donna Martinez on December 15, 2023, for settlement purposes [ECF No. 42];
- c. Over the course of more than a year, Class Counsel, named Plaintiffs, key representatives of Defendants, and Defense Counsel met and conferred numerous times and attended remote video settlement negotiation sessions on at least four occasions with Magistrate Judge Martinez on January 16, 2024, March 21, 2024, August 7, 2024, and January 8, 2025;
- d. During and between negotiation sessions the Settling Parties exchanged information and documentation regarding the Plaintiffs' claims, Defendants' practices and procedures regarding the subject matter of the claims, and, with the assistance of Magistrate Judge Martinez, negotiated resolution of numerous monetary and non-monetary terms;

- e. The Settling Parties exchanged multiple drafts of the Settlement Agreement as well as the notices and other forms appended thereto, including with the assistance of Judge Martinez to resolve issues that arose during the course of drafting, resulting in the Settlement Agreement now before the Court for approval; and
- f. The Settlement Agreement reflects and is the result of the specific information exchanged regarding Plaintiffs' allegations and the institutional knowledge regarding the subject matter of Plaintiffs' claims obtained by Class Counsel during the course of these negotiations.

7. The Court finds and concludes that due and sufficient notice has been given in a reasonable manner to all class members who would be bound by the Settlement Agreement.

8. The Court further finds and concludes that the Posted Class Notice was posted in accordance with the Settlement Agreement and the Court's Preliminary Approval Order, fully satisfies the requirements of notice under Rule 23, and supports the Court's exercise of jurisdiction over the members of the Settlement Class including each Subclass.

9. The Court further finds and concludes that the Mailed Class Notice was distributed to those entitled to receive notice in accordance with the Settlement Agreement and the Court's Preliminary Approval Order, fully satisfies the requirements of notice under Rule 23, and supports the Court's exercise of jurisdiction over the members of the Settlement Class including each Subclass.

10. The Court also finds and concludes:

- a. The Mailed Class Notice, Posted Class Notice, Mailed Claim Forms, Posted Claim Form, Opt-Out Form and opt-out procedures set forth in the

Settlement Agreement fully satisfy the requirements of Rule 23(c)(2)(A) and (B) for classes certified under Rule 23(b)(2) and (3) and the requirements of due process, were the best notice practicable under the circumstances, and support the Court's exercise of jurisdiction over the Settlement Class;

- b. The Settlement Administrator is authorized to disclose the personal identifying information of each Settlement Class Member who has returned a Mailed Claim Form or Posted Claim Form to Class Counsel; and
- c. **[AS NEEDED:** Certain members of the Settlement Class have requested to opt-out of the settlement and have complied with the procedures established by the Settlement Agreement and this Court. These persons are listed in Docket Entry No. [ ], and they will not be bound by the terms of the Settlement Agreement.]

10. **[AS NEEDED:** This Court has considered and overruled all objections to the settlement.]

11. A class action settlement fairness hearing was held before the Court, pursuant to Rule 23(e) on [ ], at which counsel for both sides presented the Settlement Agreement and Settlement Class members were afforded the opportunity to comment on the Settlement Agreement.

12. The Court has reviewed: the history of this litigation including its expense, complexity and the likely duration of continued litigation; the reaction of the Settlement Class to the proposed settlement; the stage of the proceedings and the amount of discovery completed; the risks of establishing liability and certifying and maintaining the class action through the conclusion

of litigation; and the ability of the Defendants to withstand a greater judgment, and finds the Settlement Agreement fair, reasonable and adequate in light of all of the above factors.

13. The Court approves the settlement, the releases, and all other terms of the Settlement Agreement in its entirety.

14. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement. However, without seeking further Court approval, the Settling Parties may jointly agree to modify or amend to the Settlement Agreement provided that such modifications and amendments do not materially alter the Settling Parties' obligations under the settlement and the Settlement Agreement.

15. The Policy and Programmatic Changes as described and reflected in the So-Ordered Stipulation approved by the Court on July 8, 2024 (Docket Entry Nos. 71 and 74) is entered as a final Order of the Court.

16. As stipulated by the Settling Parties the Court will retain jurisdiction of this case until the relief provided in the Settlement Agreement has been completed, subject to the exceptions set forth in Sections IX, and XIV of the Settlement Agreement.

17. By this Judgment, Plaintiffs, on behalf of themselves and all those similarly situated, and the Releasing Parties shall be deemed to have (and by operation of the Judgment shall have) fully finally, and forever released, relinquished and discharged, as applicable, all Released Claims against Released Parties.

18. Upon entry of this Final Approval Order and Judgment of Dismissal: (i) the Settlement Agreement shall be the exclusive remedy for any and all members of the Settlement Class; (ii) the Released Parties shall not be subject to liability or expense for, as applicable, any of the Released Claims to any Plaintiff or Releasing Party; (iii) Releasing Parties who have not opted-

out shall be permanently barred from filing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on, as applicable, any of the Released Claims.

19. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Released Parties may file the Settlement Agreement and/or the Judgment from this litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. If for any reason the Effective Date does not occur, then (1) the certification of the classes identified herein shall be deemed vacated, (2) the certification of the classes identified for settlement purposes shall not be considered as a factor in connection with any subsequent class certification issues, and (3) the Settling Parties shall return to the *status quo ante* in the litigation as it existed on the date of the entry of the Preliminary Approval Order, without prejudice to the right of any of the Settling Parties to assert any right or position that could have been asserted if the settlement had never been reached or proposed to the Court.

21. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member, is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing, as

applicable, any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Judgment, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

22. This action is dismissed with prejudice. The Settling Parties are to bear their own attorney's fees and costs.

23. This document is a final, appealable order, and shall constitute a judgment for purposes of Rules 54 and 58 of the Federal Rules of Civil Procedure. By incorporating the Settlement Agreement's terms herein, the Court determines that this Judgment complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

Dated: \_\_\_\_\_, 2025

SO ORDERED:

\_\_\_\_\_

# Exhibit B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**BY ORDER OF THE UNITED STATES DISTRICT COURT FOR CONNECTICUT**

*The United States District Court for the District of Connecticut authorized this notice. This is **not** a solicitation from a lawyer.*

Between July 20, 2020 and July 8, 2024, 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?

Records of the Housing Authority of the City of Hartford show that you may be a class member 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.). A proposed Settlement Agreement has been reached in this case, under which you may be entitled to a monetary award or other relief from a proposed class action Settlement Agreement and Release (the "Settlement Agreement").

The next step is for the United States District Court for the District of Connecticut to approve the Settlement Agreement. At this stage, you have the opportunity to object to the Settlement Agreement, and/or to "opt out" of it. This Notice tells you how to object or "opt out." If you do nothing, you will be included in the Settlement Class and Settlement Agreement. If the Settlement Agreement is approved, in order to get relief, you will have to submit a Claim Form that will be separately mailed to you and available in person and online through the Housing Authority of the City of Hartford and through Greater Hartford Legal Aid.

This Notice is only a summary and the terms of the Settlement Agreement control. For more information and to view the Settlement Agreement, visit: [www.ghla.org](http://www.ghla.org), or [www.hartfordhousing.org](http://www.hartfordhousing.org), or contact Class Counsel, Greater Hartford Legal Aid (GHLA), by calling 860-541-5040 or 860-541-5043 or by coming to the office at 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

**What is this notice about?** In 2023, three tenants of the Housing Authority of the City of Hartford filed a lawsuit on behalf of themselves and all others similarly situated called *Wright, et al. v. The Housing Authority of the City of Hartford, et al.*, Case No. 3:23-cv-01285-SRU. The case was filed in the United States District Court for the District of Connecticut against the Housing Authority of the City of Hartford ("HACH") and Annette Sanderson, in her official capacity as Executive Director of HACH (collectively, "Defendants"). In the lawsuit, it is alleged that between July 20, 2020 and July 8, 2024, HACH may have improperly calculated the rent due 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.

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 wrongdoing, 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?** You may be a Settlement Class Member if between July 20, 2020 and July 8, 2024 (the "Class Period") your family was a tenant of HACH-owned, operated or controlled low-income public housing units and: (i) had rent calculated in whole or in part by HACH on the HACH Zero Income or Income Insufficient to Support Lifestyle Form (Zero Income Subclass); (ii) had rent calculated in whole or in part by HACH based on non-wage Cash Deposits (Cash Deposit Subclass); and/or (iii) was evicted and/or 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 the then controlling law or regulation) (Eviction Subclass).

**What can I get if I qualify as a potential Settlement Class Member?** 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 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. In addition, those who qualify as a Settlement Class Member may be entitled to monetary or other relief depending on the Subclass to which they belong:

- **Zero Income Subclass:** Settlement Class Members who are current HACH LIPH Tenants and whose rent between July 20, 2020 through July 8, 2024 was calculated based on the Zero Income or Income Insufficient to Support Lifestyle Form (the "Zero Income Form") that make a Claim will receive an 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.

- 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 assessment 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.*
- Eviction Subclass:** Settlement Class Members in the Eviction Subclass who are current HACH public housing 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 assessed but 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.

### What are your options?

**1. You can opt out and be excluded from the Settlement.** To opt-out and be excluded from the Settlement, the enclosed Opt-out Form must be returned to the Settlement Administrator and postmarked by [DATE]. **You will receive no monetary award or other relief.** The Opt-out Form will also be available at [www.hartfordhousing.org](http://www.hartfordhousing.org) and [www.ghla.org](http://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 [DATE] at [TIME] at [Court Address]. The deadline to file and serve an objection is [DATE]. 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 [Settlement Administrator Address], Class Counsel at [GHLA Address] and Defense Counsel at [Defense Counsel Address].

**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](http://www.ghla.org) or [www.hartfordhousing.org](http://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 [DATE] 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 [Settlement Administrator Number] for updates.

**Who represents me?** The court has appointed Greater Hartford Legal Aid, 999 Asylum Avenue, 3<sup>rd</sup> 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. 3<sup>rd</sup> Floor or the Settlement Administrator, [ ] at [Settlement Administrator number]. To review the Settlement Agreement, notice forms, Opt-Out Form, and Claim Form, visit [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://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.***

# Exhibit C

**EXHIBIT C**

**OPT-OUT FORM**

*William Wright, et. al. v. The Hartford Authority of the City of Hartford, et al.,*  
Case No: 3:23-cv-01285 (D. Conn) (the “Wright Class Action”)

**I WANT TO OPT-OUT AND EXCLUDE MYSELF FROM THE SETTLEMENT OF THIS LAWSUIT. I DO NOT WANT TO RECEIVE ANY BENEFIT AS A RESULT OF THIS SETTLEMENT.**

**IMPORTANT: If you want to receive relief available pursuant to the Settlement Agreement, DO NOT return this form. A Claim Form will be mailed to you at a later date if the judge approves the Settlement Agreement. If you have questions, contact Class Counsel Greater Hartford Legal Aid (GHLA) at 860-541-5040 or 860-541-5043, visit [www.ghla.org](http://www.ghla.org), or walk into 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford.**

**To Opt-Out of the Settlement Class and Settlement Agreement:**

**Print Your Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

I request to opt-out from the Settlement Class and Settlement Agreement entered in the Wright Class Action.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Head of Household

**THIS OPT-OUT FORM MUST BE COMPLETED, SIGNED, AND RETURNED TO THE BELOW ADDRESS AND POSTMARKED NO LATER THAN [DATE], 2025:**

Please mail your Opt-Out Form addressed as follows:

*William Wright, et. al. v. The Hartford Authority of the City of Hartford, et al.*  
c/o [Settlement Administrator]  
[ADDRESS]  
[or a P.O. Box secured by the Settlement Administrator]

# Exhibit D

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

WILLIAM WRIGHT, JOHNESHA  
HARRISON, and JUDITH TIRADO TORRES  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

The HOUSING AUTHORITY OF THE CITY  
OF HARTFORD, and ANNETTE  
SANDERSON, in her official capacity as  
Executive Director of the HOUSING  
AUTHORITY OF THE CITY OF HARTFORD,

Defendants.

Civil Action No. 3:23-cv-01285 (SRU)

JUNE 28, 2024

**SO-ORDERED STIPULATED AGREEMENT**

This stipulated agreement is entered into by and between plaintiffs William Wright, Johnesha Harrison, and Judith Tirado Torres (“Plaintiffs” or “Proposed Class Representatives”) and defendant the Housing Authority of the City of Hartford (“HACH” or “Defendant”) to resolve the pending Motion for Preliminary Injunction in this matter (Document No. 18). Plaintiffs and Defendant are referred to collectively throughout this Agreement as the “Parties.”

WHEREAS, Plaintiffs, as low-income public housing tenants, commenced this action on their own behalf and also on behalf of all other persons similarly situated against HACH Executive Director Annette Sanderson and HACH, which is charged with administering low-income housing to eligible recipients; and

WHEREAS, on October 2, 2023, Plaintiffs filed their Class Action Complaint (“Complaint”) on behalf of themselves and a putative class in the lawsuit styled *William Wright v. Housing Authority of the City of Hartford*, Civil Action No. 3:23-cv-01285 (SRU) (D. Conn.) (the

“Action”), which alleges, among other things, that HACH improperly calculated the rental portion due for certain low-income public housing tenants in violation of federal law, violated their rights under the Due Process Clause of the Fourteenth Amendment, and breached their leases; and

WHEREAS, on October 27, 2023, Plaintiffs filed a Motion for Preliminary Injunction (Document No. 18).

WHEREAS, the Defendants maintain that they have substantial factual and legal defenses to all claims, allegations, and the proposed class claims in the Action. Defendants deny any and all liability or wrongdoing and/or liability to Plaintiffs and to the proposed class as alleged in the Action, and further deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the Action, and further deny that the claims in the Action are appropriate for class certification.

WHEREAS, the parties desire to resolve the policy issues raised in the Motion for Preliminary Injunction (Document No. 18) while avoiding the cost, delay, and uncertainty of a hearing.

The parties hereby request that the Court enter this Stipulation as an Order of the Court. Upon entry of this Order, Plaintiffs shall withdraw the Motion for Preliminary Injunction (Document No. 18). This Stipulation shall remain in effect for the pendency of this suit.

It is the intent of the parties that these policy changes shall be incorporated into the ultimate final resolution of this matter, whether by Agreement or Order of the Court, unless the parties stipulate or the Court orders otherwise. The Parties will work together to narrow the issues for litigation consistent with this Stipulation and with the intent that it be incorporated into the final resolution of this matter.

**I. Procedures Regarding Claims of “Zero Income” and In-Kind Support**

- A. When a tenant family reports “zero income”, defined as income less than \$200 per month, HACH shall engage in an interactive process of determining whether the family is receiving any in-kind or monetary support that federal law requires HACH to include as income.
- B. HACH shall use the Zero Income Form attached as Exhibit A for this purpose. While this Stipulation is in effect, the Zero Income Form shall not be modified except by written consent of the parties.
- C. Effective January 1, 2024, HACH ceased considering and, moving forward, shall not include as annual income, non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- D. Tenant families shall be asked to complete the Zero Income Form on their own in the first instance, although they may request assistance as provided by law, such as reasonable accommodation for disability.
- E. HACH shall not assign value to any in-kind support from relatives or friends unless the tenant family affirmatively agrees in writing that such support was in fact received, at the regular and recurring intervals that are reported, and at the approximate value stated.
- F. If HACH requests information on the Zero Income Form that is not included in the family’s Annual Income calculation, that shall be indicated on the Zero Income Form and discussed in training of HACH Occupancy Specialists.
- G. Tenants shall be informed in writing by the Occupancy Specialist that they may speak with a Supervisor.
- H. HACH shall include in its Rent [Re]Calculation Form notice to a tenant family that if a tenant family disagrees with a rent calculation based on the completed Zero Income Form, the tenant family may challenge the calculation through the grievance procedure as described in Section III, *infra*.

**II. Procedures Regarding Calculation of Rent Based In Whole or In Part on Cash Deposits**

- A. HACH shall calculate a tenant family’s annual income according to federal law and regulation.
- B. HACH shall not include sporadic or nonrecurring deposits in calculation of the family’s annual income. Recurring deposits are included in calculating annual income. Both parties acknowledge that tenants are responsible for complying with HACH rules and reporting income and household changes that affect calculation of their rent.

- C. If HACH reviews records such as bank statements and records of mobile payment apps including, but not limited to, Cash App, Venmo, Paypal, and Zelle, HACH shall advise the tenant of the deposits it believes are potential income using a Cash Deposit Itemization Form which shall be sent to the tenant. HACH shall use the Cash Deposit Itemization Form attached as Exhibit B.
- D. A tenant who disputes the inclusion of a deposit as non-wage income through the grievance procedure shall provide available documentation showing that the deposit should not be counted and may sign a self-certification, attesting under the pains and penalties of perjury to the source and purpose of individual or multiple deposits when no other documentation is available to the resident to dispute inclusion of a deposit or deposits.
- E. As part of the Cash Deposit Itemization Form, HACH shall provide contact information for the HACH Occupancy Specialist supervisor and a reference to the HACH grievance procedure.
- F. HACH shall include in its Rent [Re]Calculation Form notice to a tenant that if a tenant disagrees with a rent [re]calculation based on cash deposits, or wishes to challenge HACH's decision not to credit a tenant's self-certification regarding the source and purpose of a cash deposit, the tenant may challenge the rent calculation through the grievance procedure as described in Section III, *infra*.

### **III. Notice of Grievance Procedures Challenging Rent Calculation, Lease Termination and/or Eviction**

- A. HACH shall maintain a grievance procedure under which tenants shall be advised of the proposed adverse public housing agency action regarding challenging rent calculation, lease termination, and/or eviction and have an opportunity for an Informal Settlement Meeting and, if not satisfied with the outcome of the Informal Settlement Meeting, a hearing to resolve the proposed adverse public housing agency action before a hearing officer upon timely request as set forth in 42 U.S.C. §1437d(k) and 24 C.F.R. § 966.4(1)(3)(ii).
- B. HACH acknowledges that as part of this Stipulation, it shall not deny grievance proceedings for adverse actions beyond the exceptions enumerated in 42 U.S.C. § 1437d(k) and 24 C.F.R. § 966.51(a) or as otherwise allowed by law.
- C. The grievance process shall proceed as described in the Public Housing Appeal (Grievance) Procedures Summary attached as Exhibit C.

- D. HACH shall make available an Appeal of Adverse Action Form appended to the Public Housing Appeal (Grievance) Procedures Summary in its main office, at its properties, and on its web site.
- E. HACH staff shall provide tenants presenting grievances with a copy of the Appeal of Adverse Action Form, but a tenant's failure to submit any specific form shall not be considered waiver of their request to initiate the grievance process.
- F. The first step of the grievance process shall be an Informal Settlement Meeting scheduled by HACH to attempt to resolve the grievance.
- G. HACH shall use the Notice of Adverse Action and Informal Settlement Meeting Summary Form appended to the Public Housing Appeal (Grievance) Procedures Summary.
- H. Following the Informal Settlement Meeting, HACH shall prepare an Informal Settlement Meeting Summary Form and deliver it to the tenant within 10 business days of the Informal Settlement Meeting.
- I. If the tenant is not satisfied with the outcome of the Informal Settlement Meeting, the tenant may request a grievance hearing within 10 business days of the date the Informal Settlement Meeting Summary Form is postmarked or emailed (whichever is later). This timeline may be extended for good cause or reasonable accommodation. The tenant's request should be in writing, unless a reasonable accommodation is necessary, and must specify the reasons for the grievance hearing and the action or relief sought. The tenant may use the Grievance Hearing Request form appended to the Public Housing Appeal (Grievance) Procedures Summary, but a tenant's failure to submit any specific form to request a grievance hearing shall not be considered waiver of their right to request a grievance hearing.
- J. The Grievance Hearing shall proceed as required by the HACH ACOP, the HACH Public Housing Appeal (Grievance) Procedures Summary, and federal law.
- K. If the tenant family who received a Notice to Quit for nonpayment and/or failure to recertify requests a grievance hearing, a hearing officer will review all income documentation.
  - 1. If it is determined by the Hearing Officer that the rent was not calculated accurately, and per the accurate calculation the tenant family does not owe any rent, the tenancy shall be reinstated, the ledger shall be corrected, and HACH shall withdraw the Notice to Quit. If it is determined by the Hearing Officer that the tenant overpaid, the tenant shall receive a credit on the rent ledger if a balance is due and, in the event of no balance, a refund.

2. If it is determined that the rent was not calculated accurately, but the tenant family still owes rent after the calculation is corrected, HACH may offer the family an opportunity to cure by repayment plan or other means within a reasonable period of time.
- L. For any tenant who has initiated the administrative grievance process, no eviction process shall be initiated by service of a writ, summons and complaint, filed, or pursued in court until the conclusion of the administrative grievance process and/or the conclusion of or resident default on any repayment plan.

#### **IV. HACH Staff Training On Rent Calculations & Grievances**

1. Not later than 90 days after the execution of this Stipulation, HACH shall implement a formalized training plan on rent [re]calculation and the grievance procedure for all Occupancy Specialists consistent with operative federal law and this Stipulation.
2. HACH shall provide copies of written materials for such training to Plaintiffs' counsel. Such training shall be held at least annually.
3. HACH's training shall include, but not be limited to:
  - a. The criteria for, and proper usage of, the Zero Income Form, including that in-kind contributions from food banks and similar organizations and sporadic and nonrecurring in-kind support from any source are not to be included in rental calculations;
  - b. The criteria for determining when cash deposits are sporadic and non-recurring, including which cash deposits should not count as income, and proper use of the Cash Deposit Itemization Form;
  - c. For the initial training the implications of zero minimum rent, for any future trainings a review of such implications or a description of any newly adopted minimum rent.
  - d. The criteria for, and the availability of, hardship exemptions;
  - e. The process by which tenants can apply for a hardship exemption, if applicable; and
  - f. HACH's duty to provide written notice, as outlined in this Agreement, for the grievance procedure, including the informal settlement meeting.

#### **V. Revision of Admissions and Continued Occupancy Plan (ACOP), Grievance Procedure Summary, Forms, and Lease**

- A. To the extent that HACH's ACOP, Grievance Procedure Summary, Forms and Lease require revision to comply with this Agreement, HACH shall amend these items, in compliance with any applicable notice and comment procedures.

B. If the Connecticut state courts conclude in *Milford Redevelopment & Housing Partnership v. Lisa Glicklin* (AC 46290) that federal statutes require public housing authorities to provide longer timeframes for tenants facing a lease termination to request a grievance hearing under 42 U.S.C. § 1437d(k)(2) and (l)(4), HACH shall revise its grievance procedures accordingly. Plaintiff's counsel shall be responsible for notifying HACH of any such decision when made.

C. Both parties acknowledge that HACH will amend its ACOP in 2024 to comply with the Housing Opportunity Through Modernization Act (HOTMA). To the extent that HOTMA regulations may require changes to the provisions negotiated in this agreement regarding rent calculation in Section II, HACH shall provide notice to Plaintiffs' counsel and the parties shall engage in good faith negotiations to make any necessary modifications to rent calculation procedures or forms negotiated in this Agreement, and/or to this Agreement if this matter remains pending.

Until this action is dismissed, this Court shall retain jurisdiction to enforce this Stipulation.

Notwithstanding any provision of this Stipulation to the contrary, the provisions of the Stipulation shall not be deemed breached if Defendant is in substantial compliance with the terms and conditions. Neither Plaintiffs nor their counsel, or any person on their behalf, shall bring any motion seeking enforcement or contempt with respect to whether Defendants have complied with the obligations under this Stipulation unless Plaintiffs have first conferred with Defendant and/or Defense Counsel and provided ten (10) days notice of Plaintiffs' intent to file a motion for compliance. Upon receipt of notice described in the previous sentence, Defendants may request a cure period for any breach in writing to Plaintiff's counsel. Plaintiffs shall not unreasonably withhold consent to any such request.

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE  
FOLLOWS]**

The Parties have executed this Stipulation as of the dates under each Parties' signatures below:

**WILLIAM WRIGHT, JOHNESHA HARRISON, AND JUDITH TIRADO TORRES, PLAINTIFFS AND PROPOSED CLASS REPRESENTATIVES**

**THE HOUSING AUTHORITY OF THE CITY OF HARTFORD**

/s/ Erick M. Sandler

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*Its Attorneys*

Dated: June 28, 2024

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*Their Attorneys*

Dated: June 28, 2024

**SO ORDERED:**

\_\_\_\_\_  
Hon. Stefan R. Underhill  
United States District Judge

Date: \_\_\_\_\_

# EXHIBIT A

Low Income Public Housing Program  
Admissions and Occupancy Department

Zero Income or Income Insufficient to Support Lifestyle  
*Cero Ingresos o Ingresos Insuficientes para Apoyar Estilo de Vida*



The Housing Authority of the City of Hartford Admissions and Continued Occupancy Policy states that families claiming to have less than \$200 *adjusted* income per month will be required to complete a “Zero Income” form **quarterly**, self-certifying cash and in-kind contributions, such as payment of certain bills, purchasing of groceries, etc.

This form will be used to determine the amount of monetary support needed to sustain the basic household needs and expenses for a household that claims minimal or zero income status. HACH has an obligation to pursue verification of income that reflects the family’s lifestyle and will attempt to establish its value to determine how the resident is maintaining the observed lifestyle in the absence of income. Because rent is based on income, this form must be in alignment/reflective of family size. Also, participants reporting zero income will be asked to provide supporting documentation for the information provided in the form. HACH may also include ordering a credit report on the applicant or resident, which it could be used to validate the families claim; and must determine the source of income when the family’s regular expenditures conflict with their claim of zero income.

Regular contributions (including non-cash contributions) to the household must be considered income if they are not for medical expenses. For example, if someone who is not a household member pays the phone bill or car payment every month, or buys gas, tires and insurance for the car, these contributions would be considered income for the purposes of the public housing program. The household’s previously calculated rent will not be included in the calculation of income. Household expenses paid for with income or other tax returns or with household savings do not count toward household income. If you are doing without the category of item, you may list Zero Dollars (\$0.00) as the value.

I understand that **all changes** in the income of any member of the household as well as any changes in the household members must be reported to the Housing Authority of the City of Hartford in writing within **Ten (10)** business days of occurrence.

\*\*\*\*\*

*La Política de Admisiones y Continuación de Ocupación de la Autoridad de Vivienda de la Ciudad de Hartford establece que las familias que declaran tener ingresos inferiores a \$200 ajustado por mes deberán completar un formulario de "Cero Ingresos" trimestralmente, auto certificado y especificando contribuciones, como el pago de ciertas facturas, compras de comestibles, etc.*

*Este formulario se utilizará para determinar la cantidad de ayuda monetaria necesaria para mantener las necesidades y los gastos básicos del hogar que declara tener un ingreso mínimo o cero. HACH tiene la obligación de buscar la verificación de ingresos que refleje el estilo de vida de la familia e intentará establecer su valor para determinar cómo el residente mantiene el estilo de vida observado en ausencia de ingresos. Debido a que el alquiler se basa en el ingreso, este formulario debe estar alineado / reflejando el tamaño de la familia. Además, se les pedirá a los participantes que reporten cero ingreso que proporcionen documentación de respaldo para la información provista en el formulario. HACH también puede incluir ordenar un informe de crédito del solicitante o residente, que podría usarse para validar el reclamo de la familia; y debe determinar la fuente de ingresos cuando los gastos regulares de la familia entran en conflicto con su reclamo de ingreso cero.*

*Las contribuciones regulares (incluidas las contribuciones no monetarias) al hogar deben considerarse ingresos si no son para gastos médicos. Por ejemplo, si alguien que no es un miembro del hogar paga la factura del teléfono o el pago del automóvil todos los meses, o compra gasolina, llantas y seguro para el automóvil, estas contribuciones se considerarán ingresos para los fines del programa de vivienda pública. La renta previamente calculada del hogar no se incluirá en el cálculo de los ingresos. Los gastos del hogar pagados con ingresos, declaraciones de impuestos, o con los ahorros del hogar no cuentan para los ingresos del hogar. Entiendo que todos los cambios en los ingresos de cualquier miembro de la familia, así como cualquier cambio en los miembros de la familia deben ser informados por escrito a la Autoridad de Vivienda de la Ciudad de Hartford dentro de los 10 (diez) días hábiles posteriores a la ocurrencia.*



\_\_\_\_ (Resident Initials) I have read I understand this document. I understand that I have the right to file a grievance under the Housing Authority of the City of Hartford's Admissions and Continuing Occupancy Plan if I disagree with the amount of rent I will be charged as a result of filling out this form. Copies of the grievance process may be obtained online at hartfordhousing.org, at the Administrative Offices of the Housing Authority, or by email request to your Occupancy Specialist.

\_\_\_\_ (Iniciales del residente) He leído y entiendo este documento. Entiendo que tengo derecho a presentar una queja bajo el Plan de Admisiones y Ocupación Continua de la Autoridad de Vivienda de la Ciudad de Hartford si no estoy de acuerdo con la renta que se me cobrará como resultado de completar este formulario. Se pueden obtener copias del proceso de queja en línea en hartfordhousing.org, en las Oficinas Administrativas de la Autoridad de Vivienda o por correo electrónico con su Especialista en Ocupación.

\_\_\_\_ (Resident Initials) I understand that I may contact my Occupancy Specialist with any questions related to this form. I understand that I may also contact a supervisor to discuss the results of this form if I am unsatisfied with the process used in completing it or its resulting rent calculation.\_

\_\_\_\_ (Iniciales del residente) Entiendo que puedo comunicarme con mi Especialista en Ocupación con cualquier pregunta relacionada con este formulario. Entiendo que también puedo ponerme en contacto con un supervisor para discutir los resultados de este formulario si no estoy satisfecho(a) con el proceso utilizado para completarlo o con el cálculo de la renta.

**I, do hereby swear and attest that all of the information provided is true, correct to the best of my knowledge and belief. Yo, por la presente, juro y atestigo que toda la información proporcionada es verdadera, correcta a mi leal saber y entender.**

Signature  
Firma \_\_\_\_\_

Date  
Fecha \_\_\_\_\_

HACH Staff  
Empleado de HACH \_\_\_\_\_

Date  
Fecha \_\_\_\_\_

**WARNING! TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OR AGENCY WITHIN THE UNITED STATES.**

**Low Income Public Housing Program  
Admissions and Occupancy Department  
Zero Income or Income Insufficient to Support Lifestyle  
Cero Ingresos o Ingresos Insuficientes para Apoyar Estilo de Vida**

**Resident Name:** \_\_\_\_\_ **Family Members:** \_\_\_\_\_ **Date** \_\_\_\_\_  
*Nombre del Residente:* \_\_\_\_\_ *Miembros en el hogar:* \_\_\_\_\_ *Fecha:* \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
*Direccion:* \_\_\_\_\_ *Numero de Telefono:* \_\_\_\_\_

**1. FOOD EXPENSES** **GASTOS DE ALIMENTOS**

- A) Is the family receiving Food Stamps? Monthly Food Stamps Value  
*¿La familia recibe cupones de alimentos?* Yes \_\_\_ No \_\_\_ Valor mensual de cupones de alimentos \$ \_\_\_\_\_
- B) If not receiving food stamps, how much **weekly** will you spend for groceries? \$ \_\_\_\_\_ W  
*Si no recibe cupones de alimento, cuanto gastas cada semana en alimentos?*
- C) Where will the family get their groceries? \_\_\_\_\_  
*¿De dónde la familia obtendra sus alimentos?*
- D) Is this from a charitable entity? Y \_\_\_ N \_\_\_ If yes, which one? \_\_\_\_\_  
*¿Es de una entidad benéfica? Y \_\_\_ N \_\_\_ En caso afirmativo, ¿cuál?*

**2. PAPER PRODUCT EXPENSES** **GASTOS DE PRODUCTOS DE PAPEL**

- A) What is the **weekly** value of paper products used by the family? \$ \_\_\_\_\_ W  
*(paper napkins, toilet paper, paper towels, trash bags, other paper goods, etc.)*  
 ¿Cual es el valor semanal de productos de papel usados por la familia?  
*(servilletas de papel, papel higiénico, toallas de papel, bolsas de basura, otros productos de papel, etc.)*
- B) Do you have any children in the household under the age of 5? Yes \_\_\_ No \_\_\_  
*(Algun miembro de su familia es menor de 5 años de edad?)*  
 What is the **weekly** value of paper products to be used by the children? \$ \_\_\_\_\_ W  
*(disposable diapers, baby wipes, etc.)*  
 ¿Cual es el valor semanal de productos de papel a ser usados por los niños?  
*(pañales desechables, toallas humedas, etc.)*
- C) Where will the family get their paper products? \_\_\_\_\_  
*¿De dónde la familia obtiene sus productos de papel?*
- D) Is this from a charitable entity? Y \_\_\_ N \_\_\_ If yes, which one? \_\_\_\_\_  
*¿Es de una entidad benéfica? Y \_\_\_ N \_\_\_ En caso afirmativo, ¿cuál?*

**3. GROOMING PRODUCT EXPENSES** **GASTOS DE PRODUCTOS PARA EL ASEO**

- A) What is the **weekly** value of grooming products used by the family? \$ \_\_\_\_\_ W  
*(Include toothpaste, hair products, feminine products, shampoo, conditioner, body wash, soap, etc.)*  
 ¿Cuál es el valor semanal de productos de aseo personal que utiliza la familia?  
*(Incluye pasta de dientes, productos para el cabello, productos femeninos, champú, acondicionador, gel de baño, jabón, etc)*
- B) Where will the family get their grooming products? \_\_\_\_\_  
*¿De dónde la familia obtendra sus productos de aseo personal?*
- C) Is this from a charitable entity? Y \_\_\_ N \_\_\_ If yes, which one? \_\_\_\_\_  
*¿Es de una entidad benéfica? Y \_\_\_ N \_\_\_ En caso afirmativo, ¿cuál?*

**4. CLEANING PRODUCTS EXPENSES** **GASTOS DE PRODUCTOS DE LIMPIEZA**

- A) What is the **weekly** value of cleaning products used by the family? \$ \_\_\_\_\_ W  
*(Include dish soap, air fresheners, floor cleaner, floor wax, ammonia, house cleaners, etc.)*  
 ¿Cuál es el valor semanal de los productos de limpieza utilizados por la familia?  
*(Incluye jabón, ambientadores, limpiador de pisos, cera para pisos, amoníaco, limpiadores de casa, etc.)*
- B) Where will the family get their cleaning products? \_\_\_\_\_  
*¿De dónde la familia obtendra sus productos de limpieza?*
- C) Is this from a charitable entity? Y \_\_\_ N \_\_\_ If yes, which one? \_\_\_\_\_  
*¿Es de una entidad benéfica? Y \_\_\_ N \_\_\_ En caso afirmativo, ¿cuál?*

**5. UTILITY/COMMUNICATION EXPENSES GASTOS DE UTILIDADES/COMUNICACION**

- A) Does the family pay for electric, gas or water service? If yes, how will it cost **monthly**? \$ \_\_\_\_\_ M  
 ¿La familia paga por servicio eléctrico, gas o agua? Yes \_\_\_ No \_\_\_ En caso afirmativo, ¿cuánto sera la **mensualidad**?
- B) What will the average **monthly** value of the following: Mobile phone/Telefono Movil\* \$ \_\_\_\_\_ M  
 ¿Cuál sera el valor promedio de gastos mensuales que la Cable TV/Cable de televisión \$ \_\_\_\_\_ M  
 familia paga por lo siguiente: Internet/Servicio de Internet \$ \_\_\_\_\_ M

\*For SafeLink Free Wireless benefit program, documentation must be provided\*

- C) How will the family pay for Utility/Communication expenses? \_\_\_\_\_  
 ¿De qué manera la familia paga los gastos de utilidades y comunicacion?
- D) Once a year, HACH charges \$ 60.00 per A/C installed in the units during summertime; How many Air conditioners do you use during summertime (applies May-Sept.)? \_\_\_\_\_ \$ \_\_\_\_\_ A  
 Una vez al año, HACH cobra \$ 60.00 por cada aire acondicionado instalado en las unidades durante el verano; ¿Cuántos acondicionadores de aire usa durante el verano?
- E) How will the family pay for that expense? \_\_\_\_\_  
 ¿De qué manera la familia paga este gasto?

**6. TRANSPORTATION EXPENSES GASTOS DE TRANSPORTE**

- A) Does the family own a car? If yes, how much is the monthly car payment? \$ \_\_\_\_\_ M  
 ¿La familia es dueño de un vehiculo? Yes \_\_\_ No \_\_\_ En caso afirmativo, ¿cuánto es el pago mensual?
- B) How will the family pay the car payment? \_\_\_\_\_  
 ¿De qué manera la familia pagar la cuota del auto?
- C) What are the average amounts the family pays for the following: Gas/Gasolina: \$ \_\_\_\_\_ W  
 Insurance/Seguro: \$ \_\_\_\_\_ M  
 Maintenance/Mantenimiento \$ \_\_\_\_\_ A  
 Taxes/Impuestos \$ \_\_\_\_\_
- D) Will the family use public transportation? If yes, how much the weekly cost? \$ \_\_\_\_\_ W  
 ¿La familia usara transportacion publica? Yes \_\_\_ No \_\_\_ En caso afirmativo, ¿cuánto sera el costo semanal?
- E) How will the family pay for these expenses? \_\_\_\_\_  
 ¿De qué manera la familia paga estos gastos?
- F) If someone outside your household contributes with transportation, what is the weekly average amount of the contribution? \$ \_\_\_\_\_ W  
 ¿Si alguien fuera de la composicion familiar contribuye con la transportacion, cual es la cantidad semanal promedio de la aportacion?

**7. CLOTHING EXPENSES GASTOS DE ROPA**

- A) What is the **annual** value of clothing, shoes and school uniforms for the family? \$ \_\_\_\_\_ A  
 ¿Cuál es el valor anual de ropa, zapatos y uniformes escolares para la familia?
- B) How will the family pay for clothing expenses? \_\_\_\_\_
- C) Is this from a charitable entity? Y \_\_\_ N \_\_\_ If yes, which one? \_\_\_\_\_  
 ¿Es de una entidad benéfica? Y \_\_\_ N \_\_\_ En caso afirmativo, ¿cuál?
- D) What is the average **weekly** amount spent by the family for laundry/dry cleaning clothing? \$ \_\_\_\_\_ W  
 (includes fabric softener, dryer sheets, rental machines, laundromat etc.)  
 ¿Cuál sera la cantidad promedio **semanal** dedicado para la familia lavar la ropa / tintoreria?  
 (incluyendo suavizante, hojas para la secadora, lavanderia, etc)
- E) How will the family pay for laundry expenses? \_\_\_\_\_  
 ¿De qué manera la familia paga los gastos de ropa y lavanderia?

**8. MISCELLANEOUS EXPENSES GASTOS DIVERSOS**

- A) What is the **monthly** average value of the following: Cigarettes or Cigars/Cigarrillos o Puros: \$ \_\_\_\_\_  
 ¿Cual es el valor promedio **mensual** de lo siguiente: Lottery \$ \_\_\_\_\_  
 School Expense/Gastos Escolares \$ \_\_\_\_\_ Manicure-Pedicure/Manicura Pedicura \$ \_\_\_\_\_

Is this from a charitable entity? Y\_\_\_ N\_\_\_ If yes, which one?  
 ¿Es de una entidad benéfica? Y\_\_\_ N\_\_\_ En caso afirmativo, ¿cuál?

[Redacted]

Loans/Prestamos \$ [Redacted]  
 Child Care/Cuido de Niños \$ [Redacted]  
 Credit Cards/Tarjetas de Credito \$ [Redacted]

B) Do you have pets? If yes, how much is the **weekly** value for pet food? \$ [Redacted] W  
 ¿Tiene mascotas? Yes\_\_\_ No\_\_\_ En caso afirmativo, ¿cuánto es el valor **semanal** para comida de mascotas)

C) Does the family pay for rental/purchase of electronics, appliances or furniture? If yes, how much will it cost **weekly**? \$ [Redacted] W  
 ¿La familiaa paga por alquiler/compra de En caso afirmativo, ¿cuánto es el costo **semanal**?)  
 electronicos, muebles o electrodomesticos? Yes\_\_\_ No\_\_\_

D) How will the family pay for this merchandise? [Redacted]  
 ¿De qué manera la familia paga por esta mercancia?

**Resident Comments (if any):**

[Redacted]

**9. TOTAL EXPENSES**

**GASTOS EN TOTAL**

Total amounts calculated: \$ [Redacted] Y

Total amounts excluded: \$ [Redacted] Y

# EXHIBIT B



Date:

Resident/Applicant:

EID:

PLEASE TAKE NOTICE that, based upon our review of your accounts, certain deposits are being considered income in the calculation of your rent. The deposits included in your income calculation are identified below or in the statements attached to this form:

Banking Institutions	Date(s) of Deposits	Deposit Amount(s):	Number of Occurrences:	Annualized Income:

You have the right to file a grievance under the Housing Authority of the City of Hartford’s Admissions and Continuing Occupancy Plan if you disagree with the deposits that are counted as income or the amount of rent you will be charged. Copies of the grievance process may be obtained online at [hartfordhousing.org](http://hartfordhousing.org), at the Administrative Offices of the Housing Authority, or by email request to your Occupancy Specialist.

You may contact a supervisor to discuss the results of this form if you are unsatisfied with the process used in completing it or its resulting rent calculation.

- [Occupancy Specialist to be added] [email] (Last names beginning with A-L)
- Ashley Montante- [email] (Last names beginning with R/ Waitlist)
- Yanira Agudo- [email] (Last names beginning with M-Z, minus R)
- Ramon Vega- [email] (Waitlist)
- Vanessa D’Alessandro – [VDAlessandro@hartfordhousing.org](mailto:VDAlessandro@hartfordhousing.org) (LIPH Occupancy Manager)



# EXHIBIT C



# HOUSING AUTHORITY OF THE CITY OF HARTFORD

## Public Housing Appeal (Grievance) Procedures Summary



*Si necesita una copia de este resumen en español, comuníquese con la Autoridad de Vivienda.*

### SECTION 1. OVERVIEW

(A) The *Admissions and Continued Occupancy Policy* (ACOP), which directs the Housing Authority's Low-Income Public Housing (LIPH) program, sets forth the administrative appeal (grievance) process a tenant shall follow (when applicable) if they dispute, within a reasonable time, the Housing Authority's adverse actions against a tenant. This document provides merely a summary of those procedures and does not constitute any legal advice, rights or remedies. Please refer to the ACOP to review the procedures in full.

(B) The Housing Authority's administrative grievance procedures are not available to:

1. tenants being evicted for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or the Housing Authority's employees;
2. tenants being evicted for any violent or drug-related criminal activity on or off the premises;
3. tenants being evicted for criminal activity that results in a felony conviction of a household member;
4. household members who didn't sign the lease;
5. resolve disputes within a family or between tenants;
6. class grievances; and
7. as a forum for initiating or negotiating policy changes of the Housing Authority.

### SECTION 2. DEFINITIONS

(A) "Hearing Officer" means the impartial person selected by the Housing Authority, other than the person who made or approved the decision under review, or a subordinate or designee of that person, to preside over the Grievance Hearing. The individual(s) does not need legal training but will have training and/or experience in applicable federal and state housing law and regulation as well as Housing Authority policies and procedures.

(B) "Good cause", as used herein, means a substantial reason or legal justification for failing to appear, take action, or respond to an action. At its discretion, the Housing Authority may request documentation demonstrating *good cause*. Once requested, the tenant must provide documentation demonstrating good cause to the Housing Authority within five (5) business days.

(C) "Informal Settlement Meeting", as used herein, means the meeting between the tenant and the Housing Authority which takes place, after the tenant presents the appeal (grievance) to discuss and potentially resolve without a hearing, the adverse action the tenant wishes to appeal. Whether or not the Housing Authority accepts proposals of the tenant to

resolve issues during the Informal Settlement Meeting is at the Housing Authority's sole discretion.

### SECTION 3. ADVERSE ACTIONS

(A) If the Housing Authority acts or fails to act in accordance with the tenant's lease or the ACOP in a way that adversely affects the tenant's rights, duties, welfare, or status, the tenant has the right to appeal that action.

- (B) Adverse actions may include, among other things:
- lease termination (evidenced by a notice to quit);
  - charges for maintenance and excess utility use; and
  - notice of rent change.

(C) The Housing Authority may provide a tenant with written *Notice of Adverse Action* utilizing the form attached to this Summary (Exhibit A) or may advise the tenant of their right to appeal an adverse action of the Housing Authority in a notice of rent change, a notice to quit, or other similar notice.

(D) The tenant may appeal an adverse action even if the Housing Authority's notice does not contain appeal information.

(E) A *Pre-termination Notice* (a.k.a., a Kapa notice) is not an adverse action. Rather, the Authority is warning the tenant that it may take an adverse action against the tenant in the future if the tenant does not correct a lease violation or repeats a lease violation within six months.

### SECTION 4. APPEALING AN ADVERSE ACTION

(A) To appeal an adverse action, the tenant must personally present their grievance, either orally or in writing, to the tenant's asset manager or to the Housing Authority's main office (to any Occupancy Department staff), within ten (10) business days of the date the Housing Authority's notice of an adverse action is postmarked or emailed (whichever is later), except upon showing of Good Cause or basis for reasonable accommodation. Notice in writing may include email as well as traditional writing and oral notice may include notification by phone. Tenants may use the *Appeal of Adverse Action* - attached as Exhibit B, however no grievance request shall be rejected because the tenant failed to use a particular form.

(B) Upon presentation of their grievance, Housing Authority staff shall schedule the informal meeting between the tenant and the Housing Authority.

### SECTION 5. INFORMAL SETTLEMENT MEETING

#### 5.1 Informal Settlement

(A) The Informal Settlement Meeting will generally take place within ten (10) business days of the date the tenant initiates the appeal process. The Housing Authority will endeavor to pick a mutually agreeable date and time for the meeting. If the parties cannot agree, the Housing Authority will assign a date and time for the meeting. The Housing Authority will confirm

the date, time and location of the meeting in writing.

(B) The Housing Authority will hold the Informal Settlement Meeting either in the development office, in the main office, or remotely via tele/videoconference. If held remotely, the meeting may be recorded by the Housing Authority and the recording will be available to the tenant upon request

(C) At the Informal Settlement Meeting, the tenant and a Housing Authority representative will informally discuss the tenant’s grievance to determine if the grievance may be resolved, at the Housing Authority’s discretion, without a hearing.

(D) Any documentation the tenant would like the Housing Authority to consider in connection with the grievance shall be made available to the Housing Authority at or in advance of the Informal Settlement Meeting.

(E) If a tenant fails to attend the Informal Settlement Meeting or is more than 15 minutes late for the scheduled appointment, without Good Cause or basis for reasonable accommodation, the Informal Settlement Meeting is cancelled and a Grievance Hearing will be scheduled by the Housing Authority. If a tenant misses the Informal Settlement Meeting with Good Cause or basis for reasonable accommodation, the Housing Authority will reschedule the Informal Settlement Meeting.

(F) The Housing Authority will reschedule an Informal Settlement Meeting upon written request (which could be a follow up to an oral request) only for good cause or on the basis of reasonable accommodation.

(G) At the Housing Authority’s discretion, an Informal Settlement Meeting may be held open and continued for a period not to exceed two weeks.

(H) After the Informal Settlement Meeting, the Housing Authority will prepare an *Informal Settlement Meeting Summary Form* (Exhibit C) stating:

- names of all meeting participants;
- meeting date and time;
- the proposed disposition of the Grievance and the specific reasons therefore; and
- how the tenant may request a Grievance Hearing if the tenant is not satisfied with the outcome of the Informal Settlement Meeting.

(I) The Housing Authority will deliver to the tenant a copy of the *Informal Settlement Meeting Summary Form* within ten (10) business days of the Informal Settlement Meeting.

**SECTION 6. REQUESTING A GRIEVANCE HEARING**

(A) If the tenant is not satisfied with the outcome of the Informal Settlement Meeting, the tenant may request a Grievance Hearing, *in writing*, including but not limited to by email, by delivering the request to the tenant’s asset manager or the main office, **within ten (10) business days** of the date the *Informal Settlement Meeting Summary Form* is postmarked or emailed (whichever is later).

(B) The tenant’s request should specify:

- the reason(s) for the Grievance Hearing; and

- the action or relief sought.

Tenants may use the Grievance Hearing Request Form attached as Exhibit D for this purpose. However, no request for a grievance hearing following an informal settlement meeting should be rejected because a tenant fails to submit the correct form or to state the action or relief sought.

- (C) Before scheduling the Grievance Hearing:
- The Housing Authority will confirm that the Informal Settlement Meeting took place or that the Informal Settlement Meeting was cancelled due to the tenant’s failure to appear without Good Cause or basis for reasonable accommodation (*see* Section 5.1(E)) – the Grievance process may not move forward until the requirements related to the Informal Settlement Meeting have been satisfied.
  - If the requirements related to Informal Settlement Meeting and the written Grievance Hearing request are satisfied, then the Housing Authority will schedule a Grievance Hearing.

(D) A tenant is not entitled to a Grievance Hearing until the conditions of the Informal Settlement Meeting have been satisfied.

(E) If the tenant does not request a Grievance Hearing within the time permitted, except upon showing of Good Cause or basis for reasonable accommodation, the appeal process is complete, no Grievance Hearing is permitted, and the disposition of the Grievance is final.

(F) When a written request for a Grievance Hearing has been timely made, the Hearing Officer will respond within ten (10) business days with a *Grievance Hearing Notice* (Exhibit E) stating:

- tenant’s name;
- the Grievance Hearing’s date and time;
- location of the hearing;
- a summary of the tenant’s due process rights, including the right to receive copies of the documents that the Housing Authority will rely upon and to examine their file; and
- shall advise tenants that they may be represented by counsel.

(G) The tenant may request, in writing, to reschedule a Grievance Hearing for good cause, prior to the hearing date.

**SECTION 7. GRIEVANCE HEARING**

**7.1 The Day of the Hearing**

(A) If the tenant fails to appear for the Grievance Hearing or is more than 15 minutes late for the scheduled hearing time, upon a showing of Good Cause or basis for reasonable accommodation the Hearing Officer may make a determination to postpone the hearing no more than 5 business days or may make a determination that the tenant has waived their right to a hearing. If the Hearing Officer determines that the tenant has waived their right to a hearing, the appeal process is complete, and the disposition of the Grievance is final. To continue with their grievance, the tenant

must pursue their dispute with the Housing Authority’s action in a court of law.

**7.2 Hearing Rules**

(A) The Hearing Officer conducts an orderly, focused, and fair hearing, that embraces all tenant’s due process rights.

(B) The Hearing Officer will require the tenant, the Housing Authority, counsel, and other participants, to conduct themselves in an orderly fashion.

(C) The Hearing Officer conducts the hearing informally. The Hearing Officer may receive oral or documentary evidence pertinent to the facts and issues without regard to admissibility under judicial rules of evidence.

- (D) A tenant may invite the following to attend the hearing:
1. the tenant’s witnesses;
  2. the tenant’s counsel or other representative;
  3. the tenant’s interpreter, if any; and
  4. any other person approved by the Housing Authority.

(E) If the tenant does not speak English, the Housing Authority will provide a translator.

(F) If the tenant would like the Housing Authority to create an audio or video recording (as applicable) of the proceedings, the tenant must make the request by noon on the business day prior to the hearing. The Housing Authority may record remote meetings without the request of the tenant. If this occurs, the Housing Authority will make the recording available to the tenant upon request.

**7.3 Evidence**

(A) Both the Housing Authority and the tenant must present evidence to the Hearing Officer at the time of the hearing.

(B) Hearsay evidence is admissible, but hearsay cannot be used as the sole basis for the Hearing Officer’s decision.

(C) At the hearing, the Hearing Officer may ask the tenant for additional information or may adjourn the hearing to reconvene at a later date. If the tenant misses an appointment or deadline ordered by the Hearing Officer, without Good Cause or basis for reasonable accommodation, the Housing Authority’s action will take effect without further right to a hearing.

**7.4 Order of Presentation**

(A) The Hearing Officer requires the Housing Authority to justify its action against the tenant.

(B) Once the Housing Authority provides evidence to support its action, the tenant may refute the Housing Authority’s evidence or present their own evidence.

**7.5 Hearing Officer’s Decision**

(A) The Hearing Officer will prepare a written decision after the hearing. The Hearing Officer’s decision:

- lists all the evidence;
- reviews the Housing Authority’s reasoning for soundness, considering all arguments and weighing evidence for relevance and quality;
- lists the facts that result from the evidence presented necessary to support its reasoning;

- addresses tenant’s evidence and arguments and
- concludes whether the facts and reasoning support the Housing Authority’s decision.

(B) The Hearing Officer will send a copy of the decision to the tenant within ten (10) business days.

(C) The Hearing Officer’s decision is binding on the Housing Authority unless the Housing Authority Board of Commissioners determines, and notifies the tenant of its determination, that:

- i. the Grievance does not concern a Housing Authority action or failure to act in accordance with or involving the tenant’s lease or Housing Authority policies, which adversely affect the tenant’s rights, duties, welfare or status; or
- ii. the Hearing Officer decision is contrary to applicable Federal, State and/or local law, HUD regulations and/or requirements of the annual contributions contract between HUD and the Housing Authority.

**SECTION 8. ACCOMMODATION OF DISABLED PERSONS**

The Housing Authority provides reasonable accommodations for disabled persons to participate in the Housing Authority’s Informal Settlement Meeting and Grievance Hearing. A request for reasonable accommodation may be made at any time during the process.

**EXHIBIT A**

**NOTICE OF ADVERSE ACTION**

Date:

Tenant Name:

Address:

I [HACH Employee name] hereby certify that I either hand-delivered \_\_\_\_\_[check if appropriate], emailed to the following email address: \_\_\_\_\_ [check if appropriate], or sent by first class mail, postage prepaid, \_\_\_\_\_[check if appropriate], to [name of Tenant] at the following address: [address to which sent], a copy of this Notice of Adverse Action on [date].

Signature: \_\_\_\_\_

- 1. This is to advise you that the following action will be taken against you:

\_\_\_\_\_  
\_\_\_\_\_

- 2. The reason for the action is as follows: [include who, what, when, where, and why, in terms of the action – and the relevant regulatory, statutory, lease or other reference].

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. If you challenge this action, you have **ten (10) business days** from the date this notice was postmarked or emailed, whichever is later, to present your grievance in writing, to the asset manager or to the Housing Authority main office. The Housing Authority will schedule an Informal Settlement Meeting. If you are not satisfied with the results of the Informal Settlement Meeting, then you may request a Grievance Hearing.

- 4. You may obtain a copy of HACH’s Admissions and Continuing Occupancy Policy from the Housing Authority Asset Manager at your development, the Housing Authority website and/or from any Housing Authority office, which details the process to take an appeal of an adverse action of the Housing Authority and when this process is appropriate.

To be filled out by the Housing Authority:

**EXHIBIT B**

**APPEAL OF ADVERSE ACTION -**

This completed form may be submitted to the asset manager in the development you reside in or to the Housing Authority main office **within ten (10) business days** of the date the action, notice, or decision you are seeking to challenge was postmarked or emailed whichever is later. An informal settlement meeting will take place before a hearing is scheduled to determine if the grievance may be resolved, at the Housing Authority's discretion, without a hearing. If you are not satisfied with the outcome of the informal settlement meeting, you may make a written request for a grievance hearing.

\*Attach a copy of the Notice of Adverse Action this request relates to.

NOTE: If you have a disability that could affect your ability to participate at an Informal Settlement Meeting or a Grievance Hearing, you have the right to request a reasonable accommodation.

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Asset Manager: \_\_\_\_\_

Development: \_\_\_\_\_

Please explain the reasons you are taking an appeal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe the relief you are seeking.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**  
**INFORMAL SETTLEMENT MEETING**  
**SUMMARY FORM**

Summary Completed Date: [Date of completed summary]

Date/Time of Informal Settlement Meeting: [Date and Time of Informal Settlement Meeting]

Location of Informal Settlement Meeting:

Attendees:

[List of attendees]

Action Being Appealed:

[Description of lease violation(s)]

Discussion:

[Summary of resident issues]

[Topics Discussed]

Items Presented:

[List of items presented during the meeting]

Resolved (Y/N) [NOTE – Delete or line out all but the applicable outcome. For example, if the Meeting is closed delete or line out Yes as well as the language related to continuing the meeting]:

Yes. [Description of Resolution]

Signed: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

No. Informal Settlement Meeting Closed

Signed: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

No. Informal Settlement Meeting Continued (see below)

HACH has agreed to hold open the Informal Settlement Meeting for a period of 10 business days to permit the Resident time to gather information and furnish documentation or other evidence in connection with their grievance. Accordingly, the Informal Settlement Meeting has been continued to [date of continued meeting] HACH may, in its sole discretion, allow for a longer continuance of the Informal Settlement Meeting, in which case a new Informal Settlement Meeting date will be provided. Because the Informal Settlement Meeting has been continued, you do not need to request a grievance hearing at this time.

First Meeting:

Signed: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Second Meeting (if held):

Signed: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IF YOU DO NOT BELIEVE YOUR GRIEVANCE HAS BEEN FULLY RESOLVED, AND ANY INFORMAL SETTLEMENT MEETING PERIOD HAS ENDED, YOU MUST REQUEST A GRIEVANCE HEARING, IN WRITING, WITHIN TEN (10) BUSINESS DAYS OF THE DATE THIS INFORMAL SETTLEMENT MEMO WAS POSTMARKED OR EMAILED, WHICHEVER IS LATER. FAILURE TO REQUEST A GRIEVANCE HEARING WITHIN THE TIME PERMITTED WILL RESULT IN YOUR GRIEVANCE BEING CLOSED AND NO CONTINUED RIGHT TO A GRIEVANCE HEARING WILL BE AFFORDED. YOUR WRITTEN REQUEST FOR A GRIEVANCE HEARING MUST BE DELIVERED TO: LIPH Occupancy Department/ Attn: Department Manager, 180 John D. Wardlaw Way Hartford, CT. 06106.

**EXHIBIT D**

**GRIEVANCE HEARING REQUEST**  
**FORM**

NOTE: If you have a disability that could affect your ability to participate at the Grievance Hearing, you have the right to request a reasonable accommodation.

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This completed form may be submitted to the asset manager in the development you reside in or to the Housing Authority main office **within ten (10) business days of the date the Informal Settlement Meeting Summary Form** following the Informal Settlement Meeting was postmarked or emailed, whichever is later.

Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Asset Manager: \_\_\_\_\_

Development: \_\_\_\_\_

Please explain the reasons you are requesting a grievance hearing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe the relief you are seeking as a result of a grievance hearing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Attach a copy of the Notice of Adverse Action this request relates to.

**EXHIBIT E**

**NOTICE OF GRIEVANCE HEARING**

Attachments:

1. Resident Filed Grievance
2. Public Housing Appeal (Grievance) Procedures Summary

Date:

Tenant Name:

Address:

Dear –

A grievance hearing related to the attached grievance has been scheduled for [DATE] at [TIME]. The hearing will be held at [PHYSICAL ADDRESS OR REMOTE LINK].

A summary of your rights as well as procedures related to the hearing are included in the attached Public Housing Appeal (Grievance) Procedures Summary. The full HACH grievance process and procedures are contained in the HACH Admissions and Continuing Occupancy Plan (ACOP).

Copies of the ACOP may be obtained online at [hartfordhousing.org](http://hartfordhousing.org), at the Administrative Offices of HACH, or by email request to your Occupancy Specialist.

HACH will produce a hearing packet consisting of all documents it intends to produce at the hearing and deliver it to you (electronically, by mail or in person) no later than 2 business days prior to the hearing.

If you intend to submit documents at the hearing, you must deliver them to HACH (electronically, by mail or in person) no later than 2 business days prior to the hearing.

You have the right to be represented by legal counsel at the grievance hearing. You may hire counsel of your own choosing or you may be eligible for free legal representation. To apply for free legal representation, contact Statewide Legal Services at <https://www.slscet.org/> or call (800) 453-3320. If you are facing eviction you can apply for free representation through the statewide Right to Counsel hotline at [www.evictionhelpct.org](http://www.evictionhelpct.org) or call 1-800-559-1565.

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

WILLIAM WRIGHT, JOHNESHA  
HARRISON, and JUDITH TIRADO TORRES  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

The HOUSING AUTHORITY OF THE CITY  
OF HARTFORD, and ANNETTE  
SANDERSON, in her official capacity as  
Executive Director of the HOUSING  
AUTHORITY OF THE CITY OF HARTFORD,

Defendants.

Civil Action No. 3:23-cv-01285 (SRU)

JULY 8, 2024

**SO-ORDERED STIPULATED AGREEMENT**

This stipulated agreement is entered into by and between plaintiffs William Wright, Johnesha Harrison, and Judith Tirado Torres (“Plaintiffs” or “Proposed Class Representatives”) and defendant the Housing Authority of the City of Hartford (“HACH” or “Defendant”) to resolve the pending Motion for Preliminary Injunction in this matter (Document No. 18). Plaintiffs and Defendant are referred to collectively throughout this Agreement as the “Parties.”

WHEREAS, Plaintiffs, as low-income public housing tenants, commenced this action on their own behalf and also on behalf of all other persons similarly situated against HACH Executive Director Annette Sanderson and HACH, which is charged with administering low-income housing to eligible recipients; and

WHEREAS, on October 2, 2023, Plaintiffs filed their Class Action Complaint (“Complaint”) on behalf of themselves and a putative class in the lawsuit styled *William Wright v. Housing Authority of the City of Hartford*, Civil Action No. 3:23-cv-01285 (SRU) (D. Conn.) (the

“Action”), which alleges, among other things, that HACH improperly calculated the rental portion due for certain low-income public housing tenants in violation of federal law, violated their rights under the Due Process Clause of the Fourteenth Amendment, and breached their leases; and

WHEREAS, on October 27, 2023, Plaintiffs filed a Motion for Preliminary Injunction (Document No. 18).

WHEREAS, the Defendants maintain that they have substantial factual and legal defenses to all claims, allegations, and the proposed class claims in the Action. Defendants deny any and all liability or wrongdoing and/or liability to Plaintiffs and to the proposed class as alleged in the Action, and further deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the Action, and further deny that the claims in the Action are appropriate for class certification.

WHEREAS, the parties desire to resolve the policy issues raised in the Motion for Preliminary Injunction (Document No. 18) while avoiding the cost, delay, and uncertainty of a hearing.

The parties hereby request that the Court enter this Stipulation as an Order of the Court. Upon entry of this Order, Plaintiffs shall withdraw the Motion for Preliminary Injunction (Document No. 18). This Stipulation shall remain in effect for the pendency of this suit.

It is the intent of the parties that these policy changes shall be incorporated into the ultimate final resolution of this matter, whether by Agreement or Order of the Court, unless the parties stipulate or the Court orders otherwise. The Parties will work together to narrow the issues for litigation consistent with this Stipulation and with the intent that it be incorporated into the final resolution of this matter.

## **I. Procedures Regarding Claims of “Zero Income” and In-Kind Support**

- A. When a tenant family reports “zero income”, defined as income less than \$200 per month, HACH shall engage in an interactive process of determining whether the family is receiving any in-kind or monetary support that federal law requires HACH to include as income.
- B. HACH shall use the Zero Income Form attached as Exhibit A for this purpose. While this Stipulation is in effect, the Zero Income Form shall not be modified except by written consent of the parties.
- C. Effective January 1, 2024, HACH ceased considering and, moving forward, shall not include as annual income, non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- D. Tenant families shall be asked to complete the Zero Income Form on their own in the first instance, although they may request assistance as provided by law, such as reasonable accommodation for disability.
- E. HACH shall not assign value to any in-kind support from relatives or friends unless the tenant family affirmatively agrees in writing that such support was in fact received, at the regular and recurring intervals that are reported, and at the approximate value stated.
- F. If HACH requests information on the Zero Income Form that is not included in the family’s Annual Income calculation, that shall be indicated on the Zero Income Form and discussed in training of HACH Occupancy Specialists.
- G. Tenants shall be informed in writing by the Occupancy Specialist that they may speak with a Supervisor.
- H. HACH shall include in its Rent [Re]Calculation Form notice to a tenant family that if a tenant family disagrees with a rent calculation based on the completed Zero Income Form, the tenant family may challenge the calculation through the grievance procedure as described in Section III, *infra*.

## **II. Procedures Regarding Calculation of Rent Based In Whole or In Part on Cash Deposits**

- A. HACH shall calculate a tenant family’s annual income according to federal law and regulation.
- B. HACH shall not include sporadic or nonrecurring deposits in calculation of the family’s annual income. Recurring deposits are included in calculating annual income. Both parties acknowledge that tenants are responsible for complying with HACH rules and reporting income and household changes that affect calculation of their rent.

- C. If HACH reviews records such as bank statements and records of mobile payment apps including, but not limited to, Cash App, Venmo, Paypal, and Zelle, HACH shall advise the tenant of the deposits it believes are potential income using a Cash Deposit Itemization Form which shall be sent to the tenant. HACH shall use the Cash Deposit Itemization Form attached as Exhibit B.
- D. A tenant who disputes the inclusion of a deposit as non-wage income through the grievance procedure shall provide available documentation showing that the deposit should not be counted and may sign a self-certification, attesting under the pains and penalties of perjury to the source and purpose of individual or multiple deposits when no other documentation is available to the resident to dispute inclusion of a deposit or deposits.
- E. As part of the Cash Deposit Itemization Form, HACH shall provide contact information for the HACH Occupancy Specialist supervisor and a reference to the HACH grievance procedure.
- F. HACH shall include in its Rent [Re]Calculation Form notice to a tenant that if a tenant disagrees with a rent [re]calculation based on cash deposits, or wishes to challenge HACH's decision not to credit a tenant's self-certification regarding the source and purpose of a cash deposit, the tenant may challenge the rent calculation through the grievance procedure as described in Section III, *infra*.

### **III. Notice of Grievance Procedures Challenging Rent Calculation, Lease Termination and/or Eviction**

- A. HACH shall maintain a grievance procedure under which tenants shall be advised of the proposed adverse public housing agency action regarding challenging rent calculation, lease termination, and/or eviction and have an opportunity for an Informal Settlement Meeting and, if not satisfied with the outcome of the Informal Settlement Meeting, a hearing to resolve the proposed adverse public housing agency action before a hearing officer upon timely request as set forth in 42 U.S.C. §1437d(k) and 24 C.F.R. § 966.4(1)(3)(ii).
- B. HACH acknowledges that as part of this Stipulation, it shall not deny grievance proceedings for adverse actions beyond the exceptions enumerated in 42 U.S.C. § 1437d(k) and 24 C.F.R. § 966.51(a) or as otherwise allowed by law.
- C. The grievance process shall proceed as described in the Public Housing Appeal (Grievance) Procedures Summary attached as Exhibit C.

- D. HACH shall make available an Appeal of Adverse Action Form appended to the Public Housing Appeal (Grievance) Procedures Summary in its main office, at its properties, and on its web site.
- E. HACH staff shall provide tenants presenting grievances with a copy of the Appeal of Adverse Action Form, but a tenant's failure to submit any specific form shall not be considered waiver of their request to initiate the grievance process.
- F. The first step of the grievance process shall be an Informal Settlement Meeting scheduled by HACH to attempt to resolve the grievance.
- G. HACH shall use the Notice of Adverse Action and Informal Settlement Meeting Summary Form appended to the Public Housing Appeal (Grievance) Procedures Summary.
- H. Following the Informal Settlement Meeting, HACH shall prepare an Informal Settlement Meeting Summary Form and deliver it to the tenant within 10 business days of the Informal Settlement Meeting.
- I. If the tenant is not satisfied with the outcome of the Informal Settlement Meeting, the tenant may request a grievance hearing within 10 business days of the date the Informal Settlement Meeting Summary Form is postmarked or emailed (whichever is later). This timeline may be extended for good cause or reasonable accommodation. The tenant's request should be in writing, unless a reasonable accommodation is necessary, and must specify the reasons for the grievance hearing and the action or relief sought. The tenant may use the Grievance Hearing Request form appended to the Public Housing Appeal (Grievance) Procedures Summary, but a tenant's failure to submit any specific form to request a grievance hearing shall not be considered waiver of their right to request a grievance hearing.
- J. The Grievance Hearing shall proceed as required by the HACH ACOP, the HACH Public Housing Appeal (Grievance) Procedures Summary, and federal law.
- K. If the tenant family who received a Notice to Quit for nonpayment and/or failure to recertify requests a grievance hearing, a hearing officer will review all income documentation.
  - 1. If it is determined by the Hearing Officer that the rent was not calculated accurately, and per the accurate calculation the tenant family does not owe any rent, the tenancy shall be reinstated, the ledger shall be corrected, and HACH shall withdraw the Notice to Quit. If it is determined by the Hearing Officer that the tenant overpaid, the tenant shall receive a credit on the rent ledger if a balance is due and, in the event of no balance, a refund.

2. If it is determined that the rent was not calculated accurately, but the tenant family still owes rent after the calculation is corrected, HACH may offer the family an opportunity to cure by repayment plan or other means within a reasonable period of time.
- L. For any tenant who has initiated the administrative grievance process, no eviction process shall be initiated by service of a writ, summons and complaint, filed, or pursued in court until the conclusion of the administrative grievance process and/or the conclusion of or resident default on any repayment plan.

#### **IV. HACH Staff Training On Rent Calculations & Grievances**

1. Not later than 90 days after the execution of this Stipulation, HACH shall implement a formalized training plan on rent [re]calculation and the grievance procedure for all Occupancy Specialists consistent with operative federal law and this Stipulation.
2. HACH shall provide copies of written materials for such training to Plaintiffs' counsel. Such training shall be held at least annually.
3. HACH's training shall include, but not be limited to:
  - a. The criteria for, and proper usage of, the Zero Income Form, including that in-kind contributions from food banks and similar organizations and sporadic and nonrecurring in-kind support from any source are not to be included in rental calculations;
  - b. The criteria for determining when cash deposits are sporadic and non-recurring, including which cash deposits should not count as income, and proper use of the Cash Deposit Itemization Form;
  - c. For the initial training the implications of zero minimum rent, for any future trainings a review of such implications or a description of any newly adopted minimum rent.
  - d. The criteria for, and the availability of, hardship exemptions;
  - e. The process by which tenants can apply for a hardship exemption, if applicable; and
  - f. HACH's duty to provide written notice, as outlined in this Agreement, for the grievance procedure, including the informal settlement meeting.

#### **V. Revision of Admissions and Continued Occupancy Plan (ACOP), Grievance Procedure Summary, Forms, and Lease**

- A. To the extent that HACH's ACOP, Grievance Procedure Summary, Forms and Lease require revision to comply with this Agreement, HACH shall amend these items, in compliance with any applicable notice and comment procedures.

B. If the Connecticut state courts conclude in *Milford Redevelopment & Housing Partnership v. Lisa Glicklin* (AC 46290) that federal statutes require public housing authorities to provide longer timeframes for tenants facing a lease termination to request a grievance hearing under 42 U.S.C. § 1437d(k)(2) and (l)(4), HACH shall revise its grievance procedures accordingly. Plaintiff's counsel shall be responsible for notifying HACH of any such decision when made.

C. Both parties acknowledge that HACH will amend its ACOP in 2024 to comply with the Housing Opportunity Through Modernization Act (HOTMA). To the extent that HOTMA regulations may require changes to the provisions negotiated in this agreement regarding rent calculation in Section II, HACH shall provide notice to Plaintiffs' counsel and the parties shall engage in good faith negotiations to make any necessary modifications to rent calculation procedures or forms negotiated in this Agreement, and/or to this Agreement if this matter remains pending.

Until this action is dismissed, this Court shall retain jurisdiction to enforce this Stipulation.

Notwithstanding any provision of this Stipulation to the contrary, the provisions of the Stipulation shall not be deemed breached if Defendant is in substantial compliance with the terms and conditions. Neither Plaintiffs nor their counsel, or any person on their behalf, shall bring any motion seeking enforcement or contempt with respect to whether Defendants have complied with the obligations under this Stipulation unless Plaintiffs have first conferred with Defendant and/or Defense Counsel and provided ten (10) days notice of Plaintiffs' intent to file a motion for compliance. Upon receipt of notice described in the previous sentence, Defendants may request a cure period for any breach in writing to Plaintiff's counsel. Plaintiffs shall not unreasonably withhold consent to any such request.

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE  
FOLLOWS]**

The Parties have executed this Stipulation as of the dates under each Parties' signatures below:

**WILLIAM WRIGHT, JHONESHA HARRISON, AND JUDITH TIRADO TORRES, PLAINTIFFS AND PROPOSED CLASS REPRESENTATIVES**

**THE HOUSING AUTHORITY OF THE CITY OF HARTFORD**

/s/ Erick M. Sandler

Erick M. Sandler (ct25029)  
Emily M. Ferriter Russo (ct31354)  
Caitlin M. Barrett (ct31379)  
Lauren G. Moscato (ct31502)  
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/s/ Aubrey E. Blatchley

Thomas C. Blatchley  
Aubrey E. Blatchley  
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*Its Attorneys*

Dated: June 28, 2024

Giovanna Shay (ct26702)  
Rose Colón (ct31599)  
Brittany L. Ignace (ct31550)  
Greater Hartford Legal Aid  
999 Asylum Ave., 3rd Fl.  
Hartford, CT 06105-2465  
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Email: gshay@ghla.org  
Email: rcolon@ghla.org  
Email: bignace@ghla.org  
*Their Attorneys*

Dated: June 28, 2024

**SO ORDERED:**

/s/ STEFAN R. UNDERHILL

Hon. Stefan R. Underhill  
United States District Judge

Date: 7/8/2024

# Exhibit E

**EXHIBIT E****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](http://www.ghla.org), or [www.hartfordhousing.org](http://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. 3<sup>rd</sup> 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

**EXHIBIT E**

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.

**EXHIBIT E****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 [DATE]. **You will receive no monetary award or other relief.** The Opt-out Form is available at [www.hartfordhousing.org](http://www.hartfordhousing.org) and [www.ghla.org](http://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 [DATE] at [TIME] at [Court Address]. The deadline to file and serve an objection is [DATE]. 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 [Settlement Administrator Address], Class Counsel at [GHLA Address] and Defense Counsel at [Defense Counsel Address].

**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](http://www.ghla.org) or [www.hartfordhousing.org](http://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 [DATE] 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 [Settlement Administrator Number] for updates.

**Who represents me?** The court has appointed Greater Hartford Legal Aid, 999 Asylum Avenue, 3<sup>rd</sup> 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. 3<sup>rd</sup> Floor or the Settlement Administrator, [ ] at [Settlement Administrator number]. To review the Settlement Agreement, notice forms, Opt-Out Form, and Claim Form, visit [www.hartfordhousing.org](http://www.hartfordhousing.org) or

**EXHIBIT E**

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.***

# Exhibit F

**EXHIBIT F**

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

WILLIAM WRIGHT, JOHNESHA  
HARRISON, and JUDITH TIRADO  
TORRES, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

The HOUSING AUTHORITY OF THE  
CITY OF HARTFORD, and ANNETTE  
SANDERSON, in her official capacity as  
Executive Director of the HOUSING  
AUTHORITY OF THE CITY OF  
HARTFORD,

Defendants.

Civil Action No.  
3:23-CV-1285

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNCONTESTED  
MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs' Uncontested Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion, the Settlement Agreement, the accompanying materials, and the record in this case, and for good cause shown:

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

**Preliminary Approval of Settlement Agreement**

1. The Court finds for the purposes of preliminary approval, that the proposed settlement, as set forth in the Settlement Agreement, is fair, reasonable, adequate, and in the best interest of the Settlement Class and each Subclass defined therein. The Court further finds that the Settlement was entered into at arm's length by highly experienced counsel. The Court therefore preliminarily approves the proposed settlement.

**Class Certification**

2. The Court conditionally certifies, for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(2)-(3), a Settlement Class defined as:

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 the then controlling law or regulation) (the “Eviction Subclass”).

Excluded from the Settlement Class and each Subclass are: (1) any judge or magistrate judge of the United States or their spouses, and persons within the third degree of relationship to either of them; (2) HACH, as well as any parent, subsidiary, affiliate, or control person of HACH, and the officers, directors, agents, servants, or employees of HACH; (3) any of the Released Parties; (4) Class Counsel and their employees; and (5) the immediate family of any such person(s) in (1)-(4).

3. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court finds as to the Settlement 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;
- c. the claims of the named Plaintiffs are typical of the claims of the class;
- d. the named Plaintiffs will fairly and adequately protect the interests of the class;
- e. questions of law and fact common to class members predominate over any questions affecting only individual class members;

- f. the claims are such that final injunctive relief is appropriate with respect to the class as a whole; and,
- g. a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. The Court appoints Plaintiffs William Wright, Johnesha Harrison and Judith Tirado Torres as class representatives for the Settlement Class.

5. The Court appoints Greater Hartford Legal Aid, 999 Asylum Avenue, 3<sup>rd</sup> Floor, Hartford CT 06105 and Day Pitney LLP, Goodwin Square, 225 Asylum Street, Hartford CT 06103 as Class Counsel.

**Notice To Potential Class Members & Claims Administration**

6. Pursuant to Rule 23(c)(2)(A), the Court approves the hybrid notice regime set forth in the Settlement Agreement, and specifically approves, as to form and content, the Mailed Class Notice, Opt-Out Form, Posted Class Notice, Mailed Claim Forms and Posted Claim Form attached to the Settlement Agreement as Exhibits B, C, E, G-1 through G-7, and H respectively, and finds that distribution of the Mailed Class Notice, Opt-Out Form, Posted Class Notice, Mailed Claim Form and Posted Claim Form substantially in accordance with Sections V and VI of the Settlement Agreement is appropriate for these classes certified under Rule 23(b)(2). 7. Pursuant to Rule 23(c)(2)(B), the Court approves the hybrid notice regime set forth in the Settlement Agreement, and specifically approves, as to form and content, the Mailed Class Notice, Opt-Out Form, Posted Class Notice, Mailed Claim Forms and Posted Claim Form attached to the Settlement Agreement as Exhibits B, C, E, G-1 through G-7, and H respectively, and finds that distribution of the Mailed Class Notice, Opt-Out Form, Posted Class Notice, Mailed Claim Forms and Posted Claim Form substantially in accordance with Sections V and VI of the Settlement Agreement

meets the requirements of Rule 23(c)(2)(B) for classes certified under Rule 23(b)(3), due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

8. The Court approves the following schedule for dissemination of the Posted Class Notice, Mailed Class Notice, Opt-Out Form, Mailed Claim Forms, and Posted Claim Form, and the schedule for requesting exclusion, objecting to the settlement, making a Claim, submitting papers in connection with final approval, and the Final Approval Hearing, as follows:

Within 10 calendar days after the Preliminary Approval Order Date	Defendants will provide the Settlement Administrator with a list, in electronic form, of the names and last known addresses of all members of the Settlement Class and each Subclass.
On or before 30 calendar days after the Preliminary Approval Order Date	Settlement Administrator shall mail via first-class mail the Mailed Class Notice and Opt-Out Form to each identified member of the Settlement Class.
On or before 30 calendar days after the Preliminary Approval Order Date	The Settling Parties shall cause the Posted Class Notice to be posted in accordance with Section V.3 of the Settlement Agreement.
Upon the date of mailing of the Mailed Class Notice	Opt-Out/Objection Period begins.
30 calendar days after mailing of Mailed Class Notice	Opt-Out/Objection Deadline.
Within 14 calendar days of receipt by the Settlement Administrator of any Mailed Class Notice that is returned via USPS with a forwarding address	The Mailed Class Notice will be re-mailed by the Settlement Administrator to the new address.
At least 10 calendar days before the Final Approval Hearing	Class Counsel, Defense Counsel, and the Settlement Administrator shall file with the Court one or more declarations stating that they complied with their respective notice obligations.
At least 10 calendar days before Final Approval Hearing	Class Counsel shall file a motion for final approval of settlement, a motion to dismiss the Action with prejudice, a joint stipulation that the So-Ordered Stipulation approved by the Court on July 8, 2024 (Docket Entry No. 71) be entered as a final Order of the Court, and the Proposed Final Approval Order.

At any time Prior to Final Approval Hearing	Counsel for the Parties may file a response to Objections
No sooner than 90 calendar days after the Preliminary Approval Order Date	Final Approval Hearing date.
On or before 45 calendar days of the Final Approval Order Date/Judgement	Settlement Administrator to mail via first-class mail the appropriate Mailed Claim Form (Exhibits G-1 through G-7) to each identified Settlement Class Member who has not opted out.
On or before 30 calendar days of the Final Approval Order Date/Judgment	The Settling Parties shall cause the Posted Claim Form to be posted in accordance with Section VI of the Settlement Agreement.
Upon the date of mailing the Mailed Claim Form	Claims Period begins.
30 calendar days after mailing of the Mailed Claim Form	Claims Period ends.
Within 14 calendar days of receipt by the Settlement Administrator of any Claims Form that is returned via USPS with a forwarding address	The Mailed Claim Form will be re-mailed by the Settlement Administrator to the new address.
Weekly on each Friday during the Claims Period	Settlement Administrator to provide Defense Counsel and Class Counsel the names of Settlement Class Members making claims.
30 calendar days after the close of the Claims Period	Period for Families that timely returned a Posted Claim Form within the Claim Period indicating that they believe they are a Settlement Class Member to submit documentation of class membership ends.
Within 60 calendar days of the close of the Claims Period	Settlement Administrator to provide an accounting of which Settlement Class Members are entitled to individualized reassessment, which are entitled to monetary payments, and of those entitled to monetary payments, which have requested credits to their HACH ledger in lieu of a check.
Within 60 calendar days of the Initial Accounting	Funds to be transferred to the Settlement Administrator. Individualized reassessments begin by building.
Within 30 calendar days of receipt of funds by Settlement Administrator	Settlement Administrator shall mail via first class mail checks to eligible Settlement Class Members.
No sooner than 60 calendar days from the date checks are mailed	Check cashing deadline and Final Accounting due to Defense Counsel.

9. The Court approves [ ] as the Settlement Administrator, with the

responsibilities set forth in the Settlement Agreement.

10. The Court authorizes disclosure of personal identifying information concerning members of the Settlement Class to the Settlement Administrator.

11. Any potential member of the Settlement Class may request to be excluded (or “opt-out”) from the Settlement Class by following the requirements set forth in Section V of the Settlement Agreement. Except for those persons who have properly filled out and timely returned an Opt-Out Form, all members of the Settlement Class will be bound by the Settlement Agreement and the Final Approval Order, including the releases. Opt-Out Forms that are not timely returned will be considered invalid and of no effect, and the person will be bound by any Orders entered by the Court, including the Final Approval Order, Judgment, and the releases contemplated thereby.

12. Any member of the Settlement Class that properly fills out and timely returns an Opt-Out Form shall not: (a) be bound by any orders or the Final Approval Order nor by the releases contained therein; (b) be entitled to any relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

13. Any person who intends to object to the settlement must do so by the Opt-Out/Objection Deadline. Any person eligible to object shall follow the requirements set forth in Section V of the Settlement Agreement. Any person that does not timely file an Objection by the Opt-Out/Objection Deadline shall be foreclosed from objecting to this settlement unless otherwise ordered by the Court.

14. Upon the filing of an Objection, Class Counsel and Defense Counsel may take the deposition of the person objecting pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the Objection. Failure by an objector

to make himself or herself available for deposition or comply with expedited discovery may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the Objection is frivolous or is made for an improper purpose.

15. This is a claims-made settlement. Any Settlement Class Member who desires to make a Claim must do so by following the requirements set forth in Section VI of the Settlement Agreement. The remedy available to each Settlement Class Member varies depending on the Subclass to which they belong and, if an election of remedy is provided pursuant to the Settlement Agreement, the election of one remedy by a Settlement Class Member who makes a Claim waives the right to elect a different remedy if one is available. By making a Claim, Settlement Class Members consent to representation by Class Counsel and their personal identifying information will be shared with Class Counsel.

### **Final Approval Hearing**

16. A Final Approval Hearing is hereby scheduled to be held before the undersigned on [ ], 2025 at [ ] am/pm, to consider the fairness, reasonableness and adequacy of the Settlement Agreement, the entry of a Final Approval Order and judgment in the case, and any other related matters that are brought to the attention of the Court in a timely fashion. The hearing shall take place before the Honorable [ ] at the United States Courthouse located at [ ]

17. Any person that has not properly completed and timely returned an Opt-Out Form may appear at the Final Approval Hearing in person/remotely or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness, and adequacy of the Settlement Agreement; provided, however, that no person shall be heard in

opposition to the Settlement Agreement, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless, in accordance with the deadlines above, such person complied with the requirements of the Settlement Agreement for filing Objections.

18. The date and time of the Final Approval Hearing shall be set forth in the Mailed Class Notice and Posted Class Notice but shall be subject to adjournment by the Court without further notice to the members of any class other than which may be posted on the Court's Electronic Case Filing (ECF) system.

19. If final approval of the settlement is not granted, or if the settlement is terminated for any reason, the settlement and all proceedings had in connection therewith shall be without prejudice to the parties' rights and the parties shall return to the *status quo ante*, and all Orders issued pursuant to the settlement and preliminary and final approval process shall be vacated. In such event, the Settlement Agreement and all negotiations concerning it shall not be used or referred to in this action for any purpose whatsoever.

### **Miscellaneous Relief**

20. The Settlement Agreement is approved and adopted in connection with this Preliminary Approval Order in all other respects except to the extent inconsistent with this Preliminary Approval Order.

21. The Court hereby stays all other proceedings in this Court other than those proceedings necessary to carry out or enforce the terms and conditions of the settlement, until the Effective Date of the settlement has occurred.

22. Additionally, the Court hereby prohibits and/or enjoins any other person or counsel from representing or prosecuting any claims on behalf of any member of the

Settlement Class or any Subclass identified herein in any other Court.

Dated: \_\_\_\_\_, 2025

SO ORDERED:

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# Exhibit G-1

**EXHIBIT G-1**  
**MAILED CLAIM FORM (All Three Subclasses)**

**WRIGHT SETTLEMENT CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al., Case No. 3:23-cv-01285-SRU (D. Conn)*

You are receiving this form because according to the records of the Housing Authority of the City of Hartford you are a Settlement Class Member in a federal lawsuit called ***Wright et. al. v. The Housing Authority of the City of Hartford, et. al., Case No. 3:23-cv-01285-SRU (D. Conn.) (the "Wright Class Action")***. The United States District Court for the District of Connecticut approved the Settlement Agreement in the Wright Class Action at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you wish to receive the relief provided in the Settlement Agreement and Release, you must complete, sign and return this Claim Form, which must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]***. For more information or to view the Settlement Agreement and Release visit: [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org) or call GHLA at 860-541-5040 or 5043.

**HACH records indicate you are a member of the following Subclass(es) marked with an [X]:**

- [X] Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing ("LIPH") Tenant Families 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").
- [X] Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.
- [X] Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

**The Settlement Agreement and Release Provides the Following Relief:** 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 payable to the Head of Household 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 non-wage 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. 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. Settlement Class Members who are no longer HACH LIPH tenants will receive payment only but no option for reassessment (which payment they may choose to receive as a check payable to the Head of Household or a credit to their Tenant ledger).

Settlement Class Members in the Eviction Subclass who are current HACH LIPH Tenants that make a Claim shall receive a monetary payment of \$75 (or \$300 if the court filing fee and marshal's fee were assessed but not previously credited or refunded) payable to the Head of Household. Settlement Class Members in the Eviction Subclass who are no longer HACH LIPH Tenants shall have the court filing fee and marshal's fees credited to their ledger if they were assessed but will not receive an additional monetary payment.

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

**EXHIBIT G-1**  
**MAILED CLAIM FORM (All Three Subclasses)**

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Wright Settlement Claim Form with Class Counsel and counsel for Defendants.

\_\_\_\_\_(Initials) I understand that I am bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release at [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org).

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that as a Settlement Class Member who is a current HACH LIPH Tenant in both the Zero Income Subclass and the Cash Deposit Subclass, HACH shall offer individualized reassessment of the rent calculations for that part of the Class Period that my rent was based in whole or in part on the Zero Income Form and non-wage Cash Deposits and that if a credit is determined to be due during the individualized reassessment, I will receive a credit on my HACH Tenant ledger. *The Settlement Administrator will contact you to schedule your reassessment.*

\_\_\_\_\_(Initials) I understand that I have the right to be represented for free by Class Counsel during my reassessment (if applicable) by contacting GHLA at (860) 541-5043 or (860) 541-5040 or may hire counsel of my own choosing at my own expense.

\_\_\_\_\_(Initials) I understand that I have a right to choose to receive the \$825 monetary payment (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHLA). Please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the \$825 monetary payment as a check; or \_\_\_\_\_ I elect to receive an \$825 credit on my tenant ledger.

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that I have the right to choose to receive the monetary payment for Eviction Subclass members (\$75 or \$300 depending on which applies) (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHLA). If you are a current HACH LIPH Tenant, please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a check; or \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a credit on my Tenant ledger.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

Email (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my settlement relief. I acknowledge and affirm that I am bound by the terms of the Settlement Agreement and Release. If I have chosen a monetary payment, I acknowledge that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:**  
**Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address].**  
**CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**

# Exhibit G-2

**EXHIBIT G-2**  
**MAILED CLAIM FORM (Zero Income & Cash Deposit Subclasses)**

**WRIGHT SETTLEMENT CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn)

You are receiving this form because according to the records of the Housing Authority of the City of Hartford you are a Settlement Class Member in a federal lawsuit called ***Wright et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn.) (the “Wright Class Action”)**. The United States District Court for the District of Connecticut approved the Settlement Agreement in the Wright Class Action at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you wish to receive the relief provided in the Settlement Agreement and Release, you must complete, sign and return this Claim Form, which must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]***. For more information or to view the Settlement Agreement and Release visit: [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org) or call 860-541-5040 or 5043.

**HACH records indicate you are a member of the following Subclass(es) marked with an [X]:**

- [X] Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing (“LIPH”) Tenant Families 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”).
- [X] Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.

**Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

**The Settlement Agreement and Release provides the following relief for your Subclass(es):**

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 payable to the Head of Household 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 non-wage 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. 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. Settlement Class Members who are no longer HACH LIPH Tenants will receive payment only but no option for reassessment (which payment they may choose to receive as a check payable to the Head of Household or a credit to their Tenant ledger).

**EXHIBIT G-2**

**MAILED CLAIM FORM (Zero Income & Cash Deposit Subclasses)**

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHCLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Wright Settlement Claim Form with Class Counsel and counsel for Defendants.

\_\_\_\_\_(Initials) I understand that I am bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release which are available at www.hartfordhousing.org and www.ghla.org.

\_\_\_\_\_(Initials) (current HACH LIPH tenants only) I understand that as a Settlement Class Member who is a current HACH LIPH Tenant in both the Zero Income Subclass and the Cash Deposit Subclass, HACH shall offer individualized reassessment of the rent calculations for that part of the Class Period that my rent was based in whole or in part on the Zero Income Form and non-wage Cash Deposits and that if a credit is determined to be due during the individualized reassessment, I will receive a credit on my HACH Tenant ledger. *The Settlement Administrator will contact you to schedule your reassessment.*

\_\_\_\_\_(Initials) I understand that I have the right to be represented for free by Class Counsel during my reassessment (if applicable) by contacting GHCLA at (860) 541-5043 or (860) 541-5040 or may hire counsel of my own choosing at my own expense.

\_\_\_\_\_(Initials) I understand that I have a right to choose to receive the \$825 monetary payment (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHCLA). Please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the \$825 monetary payment as a check; or \_\_\_\_\_ I elect to receive an \$825 credit on my tenant ledger.

First Name (print): \_\_\_\_\_ Last Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

Email (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

*If you believe you are a member of a subclass that was not marked with an [X] above, please initial here \_\_\_\_\_ and the Settlement Administrator or Class Counsel will contact you with further instructions.*

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my settlement relief. I acknowledge and affirm that I am bound by the terms of the Settlement Agreement and Release. If I have chosen a monetary payment, I acknowledge that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:  
Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address].  
CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**

# Exhibit G-3

**EXHIBIT G-3**  
**MAILED CLAIM FORM (Zero Income Subclass)**

**WRIGHT SETTLEMENT CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn)

You are receiving this form because according to the records of the Housing Authority of the City of Hartford you are a Settlement Class Member in a federal lawsuit called ***Wright et. al. v. The Housing Authority of the City of Hartford, et. al., Case No. 3:23-cv-01285-SRU (D. Conn.)*** (the “**Wright Class Action**”). The United States District Court for the District of Connecticut approved the Settlement Agreement in the Wright Class Action at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you wish to receive the relief provided in the Settlement Agreement and Release, you must complete, sign and return this Claim Form, which must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]*.** For more information or to view the Settlement Agreement and Release visit: [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org) or call GHILA at 860-541-5040 or 5043.

**HACH records indicate you are a member of the following Subclass(es) marked with an [X]:**

**[X] Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing (“LIPH”) Tenant Families 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”).

**Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.

**Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

**The Settlement Agreement and Release Provides the Following Relief:**

Settlement Class Members in the Zero Income Subclass who are current HACH LIPH Tenants will receive a single monetary payment of \$825 (which they may choose to receive as a check payable to the Head of Household 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 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. Settlement Class Members who are no longer HACH LIPH tenants will receive payment only but no option for reassessment (which payment they may choose to receive as a check payable to the Head of Household or a credit to their tenant ledger).

**EXHIBIT G-3**  
**MAILED CLAIM FORM (Zero Income Subclass)**

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Wright Settlement Claim Form with Class Counsel and counsel for Defendants.

\_\_\_\_\_(Initials) I understand that I am bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release at [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org).

\_\_\_\_\_(Initials) (current HACH LIPH tenants only) I understand that as a Settlement Class Member who is a current HACH LIPH Tenant in the Zero Income Subclass, HACH shall offer individualized reassessment of the rent calculations for that part of the Class Period that my rent was based in whole or in part on the Zero Income Form and that if a credit is determined to be due during the individualized reassessment, I will receive a credit on my HACH Tenant ledger. *The Settlement Administrator will contact you to schedule your reassessment.*

\_\_\_\_\_(Initials) I understand that I have the right to be represented for free by Class Counsel during my reassessment (if applicable) by contacting GHLA at (860) 541-5043 or (860) 541-5040 or may hire counsel of my own choosing at my own expense.

\_\_\_\_\_(Initials) I understand that I have a right to choose to receive the \$825 monetary payment (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHLA). Please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the \$825 monetary payment as a check; or \_\_\_\_\_ I elect to receive an \$825 credit on my tenant ledger.

First Name (print): \_\_\_\_\_ Last Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

Email (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

*If you believe you are a member of a subclass that was not marked with an [X] above, please initial here \_\_\_\_\_ and the Settlement Administrator or Class Counsel will contact you with further instructions.*

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my settlement relief. I acknowledge and affirm that I am bound by the terms of the Settlement Agreement and Release. If I have chosen a monetary payment, I acknowledge that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:  
Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address].  
CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**

# Exhibit G-4

**EXHIBIT G-4**  
**MAILED CLAIM FORM (Cash Deposit Subclass)**

**WRIGHT SETTLEMENT CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn)

You are receiving this form because according to the records of the Housing Authority of the City of Hartford you are a Settlement Class Member in a federal lawsuit called ***Wright et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn.)** (the “**Wright Class Action**”). The United States District Court for the District of Connecticut approved the Settlement Agreement in the Wright Class Action at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you wish to receive the relief provided in the Settlement Agreement and Release, you must complete, sign and return this Claim Form, which must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]*.** For more information or to view the Settlement Agreement and Release visit: [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org) or call GHILA at 860-541-5040 or 5043.

**HACH records indicate you are a member of the following Subclass(es) marked with an [X]:**

**Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing (“LIPH”) Tenant Families 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”).

**[X] Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.

**Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

**The Settlement Agreement and Release provides the following relief for your Subclass(es):**

Settlement Class Members in the Cash Deposit Subclass who are current HACH LIPH Tenants have the option to receive (i) a single monetary payment of \$825 (which they may choose to receive as a check payable to the Head of Household or a credit to their Tenant ledger) *or* (ii) 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 inclusion of non-wage 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 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. Settlement Class Members who are no longer HACH LIPH Tenants will receive payment only but no option for reassessment (which payment they may choose to receive as a check payable to the Head of Household or a credit to their Tenant ledger).

**EXHIBIT G-4**

**MAILED CLAIM FORM (Cash Deposit Subclass)**

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHCLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Wright Settlement Claim Form with Class Counsel and counsel for Defendants.

\_\_\_\_\_(Initials) I understand that I am bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release which are available at www.hartfordhousing.org and www.ghla.org.

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that as a Settlement Class Member who is a current HACH LIPH Tenant in the Cash Deposit Subclass, I have the option to choose one of the following options (**pick only one**):

\_\_\_\_\_ (Initials) I elect to receive the \$825 monetary payment (only one payment per Settlement Class Member Family) and waive my right to request individualized reassessment of my rent calculations at any time during the Class Period. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHCLA). Please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the \$825 monetary payment as a check payable to the Head of Household; or \_\_\_\_\_ I elect to receive an \$825 credit on my tenant ledger.

\_\_\_\_\_ (Initials) I elect to have HACH conduct an individualized reassessment of my rent calculations for that part of the Class Period that my rent was based in whole or in part on non-wage Cash Deposits, waive my right to receive the \$825 monetary payment, and if a credit is determined to be due during the individualized reassessment, I will receive a credit on my HACH tenant ledger. *The Settlement Administrator will contact you to schedule your reassessment.*

\_\_\_\_\_(Initials) I understand that I have the right to be represented for free by Class Counsel during my reassessment (if applicable) by contacting GHCLA at (860) 541-5043 or (860) 541-5040 or may hire counsel of my own choosing at my own expense.

First Name (print): \_\_\_\_\_ Last Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

Email (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

*If you believe you are a member of a subclass that was not marked with an [X] above, please initial here \_\_\_\_\_ and the Settlement Administrator or Class Counsel will contact you with further instructions.*

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my settlement relief. I acknowledge and affirm that I am bound by the terms of the Settlement Agreement and Release. If I have chosen a monetary payment, I acknowledge that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:  
Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address].  
CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**

# Exhibit G-5

**EXHIBIT G-5**  
**MAILED CLAIM FORM (Eviction Subclass)**

**WRIGHT SETTLEMENT CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn)

You are receiving this form because according to the records of the Housing Authority of the City of Hartford you are a Settlement Class Member in a federal lawsuit called ***Wright et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn.) (the “Wright Class Action”)**. The United States District Court for the District of Connecticut approved the Settlement Agreement in the Wright Class Action at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you wish to receive the relief provided in the Settlement Agreement and Release, you must complete, sign and return this Claim Form, which must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]***. For more information or to view the Settlement Agreement and Release visit: [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org) or call GHILA at 860-541-5040 or 5043.

**HACH records indicate you are a member of the following Subclass(es) marked with an [X]:**

**Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing (“LIPH”) Tenant Families 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”).

**Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.

**[X] Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

**The Settlement Agreement and Release Provides the Following Relief:**

Settlement Class Members in the Eviction Subclass who are current HACH LIPH Tenants that make a Claim shall receive a monetary payment of \$75 (or \$300 if the court filing fee and marshal’s fee were assessed but not previously credited or refunded) payable to the Head of Household. Settlement Class Members in the Eviction Subclass who are no longer HACH LIPH Tenants shall have the court filing fee and marshal’s fees credited to their ledger if they were assessed but will not receive an additional monetary payment.

**EXHIBIT G-5**  
**MAILED CLAIM FORM (Eviction Subclass)**

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Wright Settlement Claim Form with Class Counsel and counsel for Defendants.

\_\_\_\_\_(Initials) I understand that I am bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release at [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org).

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that I have the right to choose to receive the monetary payment for Eviction Subclass members (\$75 or \$300 depending on which applies) (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHLA). If you are a current HACH LIPH Tenant, please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a check; or \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a credit on my tenant ledger.

First Name (print): \_\_\_\_\_ Last Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

*If you believe you are a member of a subclass that was not marked with an [X] above, please initial here \_\_\_\_\_ and the Settlement Administrator or Class Counsel will contact you with further instructions.*

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my settlement relief. I acknowledge and affirm that I am bound by the terms of the Settlement Agreement and Release. If I have chosen a monetary payment, I acknowledge that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:  
Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address].  
CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**

# Exhibit G-6

**EXHIBIT G-6**  
**MAILED CLAIM FORM (Cash Deposit and Eviction subclasses)**

**WRIGHT SETTLEMENT CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn)

You are receiving this form because according to the records of the Housing Authority of the City of Hartford you are a Settlement Class Member in a federal lawsuit called ***Wright et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn.)** (the “**Wright Class Action**”). The United States District Court for the District of Connecticut approved the Settlement Agreement in the Wright Class Action at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you wish to receive the relief provided in the Settlement Agreement and Release, you must complete, sign and return this Claim Form, which must be postmarked by [DATE] and mailed to Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address].** For more information or to view the Settlement Agreement and Release visit: [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org) or call GHILA at 860-541-5040 or 5043.

**HACH records indicate you are a member of the following Subclass(es) marked with an [X]:**

**Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing (“LIPH”) Tenant Families 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”).

**[X] Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.

**[X] Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

**The Settlement Agreement and Release Provides the Following Relief:**

Settlement Class Members in the Cash Deposit Subclass who are current HACH LIPH Tenants have the option to receive (i) a single monetary payment of \$825 (which they may choose to receive as a check payable to the Head of Household or a credit to their tenant ledger) or (ii) 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 inclusion of non-wage 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 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. Settlement Class Members who are no longer HACH LIPH Tenants will receive payment only but no option for reassessment (which payment they may choose to receive as a check or a credit to their Tenant ledger).

Settlement Class Members who are current HACH LIPH Tenants and additionally members of the Eviction Subclass shall receive a monetary payment of \$75 (or \$300 if the court filing fee and marshal’s fee were assessed but not previously credited or refunded) payable to the Head of Household. Settlement Class Members in the Eviction Subclass who are no longer HACH LIPH Tenants shall have the court filing fee and marshal’s fees credited to their ledger if they were assessed but will not receive an additional monetary payment.

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel

**EXHIBIT G-6**

**MAILED CLAIM FORM (Cash Deposit and Eviction subclasses)**

Greater Hartford Legal Aid (GHCLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Wright Settlement Claim Form with Class Counsel and counsel for Defendants.

\_\_\_\_\_(Initials) I understand that I am bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release at [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org).

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that as a Settlement Class Member who is a current HACH LIPH Tenant in the Cash Deposit Subclass, I have the option to choose one of the following options (**pick only one**):

\_\_\_\_\_ (Initials) I elect to receive the \$825 monetary payment (only one payment per Settlement Class Member Family) and waive my right to request individualized reassessment of my rent calculations for the Class Period. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHCLA). Please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the \$825 monetary payment as a check payable to the Head of Household; or \_\_\_\_\_ I elect to receive an \$825 credit on my Tenant ledger.

\_\_\_\_\_ (Initials) I elect to have HACH conduct an individualized reassessment of my rent calculations for that part of the Class Period that my rent was based in whole or in part on Cash Deposits, waive my right to receive the \$825 monetary payment, and if a credit is determined to be due during the individualized reassessment, I will receive a credit on my HACH Tenant ledger. *The Settlement Administrator will contact you to schedule your reassessment.*

\_\_\_\_\_(Initials) I understand that I have the right to be represented for free by Class Counsel during my reassessment (if applicable) by contacting GHCLA at (860) 541-5043 or (860) 541-5040 or may hire counsel of my own choosing at my own expense.

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that I have the right to choose to receive the monetary payment for Eviction Subclass members (\$75 or \$300 depending on which applies) (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHCLA). If you are a current HACH LIPH Tenant, please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a check; or \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a credit on my Tenant ledger.

First Name (print): \_\_\_\_\_ Last Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

Email (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

*If you believe you are a member of a subclass that was not marked with an [X] above, please initial here \_\_\_\_\_ and the Settlement Administrator or Class Counsel will contact you with further instructions.*

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my settlement relief. I acknowledge and affirm that I am bound by the terms of the Settlement Agreement and Release. If I have chosen a monetary payment, I acknowledge that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**EXHIBIT G-6**

**MAILED CLAIM FORM (Cash Deposit and Eviction subclasses)**

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:  
*Wright Class Settlement* c/o [Settlement Administrator] [Settlement Administrator Address].  
CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**

# Exhibit G-7

**EXHIBIT G-7**  
**MAILED CLAIM FORM (Zero Income and Eviction Subclasses)**

**WRIGHT SETTLEMENT CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn)

You are receiving this form because according to the records of the Housing Authority of the City of Hartford you are a Settlement Class Member in a federal lawsuit called ***Wright et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn.)** (the “**Wright Class Action**”). The United States District Court for the District of Connecticut approved the Settlement Agreement in the Wright Class Action at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you wish to receive the relief provided in the Settlement Agreement and Release, you must complete, sign and return this Claim Form, which must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]*.** For more information or to view the Settlement Agreement and Release visit: [www.hartfordhousing.org](http://www.hartfordhousing.org) or [www.ghla.org](http://www.ghla.org) or call GHILA at 860-541-5040 or 5043.

**HACH records indicate you are a member of the following Subclass(es) marked with an [X]:**

**[X] Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing (“LIPH”) Tenant Families 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”).

**Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.

**[X] Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

**The Settlement Agreement and Release Provides the Following Relief:**

Settlement Class Members in the Zero Income 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 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. Settlement Class Members who are no longer HACH LIPH Tenants will receive payment only but no option for reassessment (which payment they may choose to receive as a check payable to the Head of Household or a credit to their Tenant ledger).

Settlement Class Members who are current HACH LIPH tenants and additionally members of the Eviction Subclass shall receive a monetary payment of \$75 (or \$300 if the court filing fee and marshal’s fee were assessed but not previously credited or refunded) payable to the Head of Household. Settlement Class Members in the Eviction Subclass who are no longer HACH LIPH Tenants shall have the court filing fee and marshal’s fees credited to their ledger if they were assessed but will not receive an additional monetary payment.

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Wright Settlement Claim Form with Class Counsel and counsel for Defendants.

\_\_\_\_\_(Initials) I understand that I am bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release at www.hartfordhousing.org or www.ghla.org.

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that as a Settlement Class Member who is a current HACH LIPH tenant in the Zero Income Subclass, HACH shall offer individualized reassessment of the rent calculations for that part of the Class Period that my rent was based in whole or in part on the Zero Income Form and that if a credit is determined to be due during the individualized reassessment, I will receive a credit on my HACH tenant ledger. *The Settlement Administrator will contact you to schedule your reassessment.*

\_\_\_\_\_(Initials) I understand that I have the right to be represented for free by Class Counsel during my reassessment (if applicable) by contacting GHLA at (860) 541-5043 or (860) 541-5040 or may hire counsel of my own choosing at my own expense.

\_\_\_\_\_(Initials) I understand that I have a right to choose to receive the \$825 monetary payment (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHLA). Please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the \$825 monetary payment as a check; or \_\_\_\_\_ I elect to receive an \$825 credit on my tenant ledger.

\_\_\_\_\_(Initials) (current HACH LIPH Tenants only) I understand that I have the right to choose to receive the monetary payment for Eviction Subclass members (\$75 or \$300 depending on which applies) (only one payment per Settlement Class Member Family) as a check payable to the Head of Household or through a credit to my ledger. **Receiving a monetary payment may affect your public benefits and you can seek advice from Class Counsel Greater Hartford Legal Aid (GHLA). If you are a current HACH LIPH Tenant, please indicate your preferred form of payment with your initials in the space provided (pick only one):** \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a check; or \_\_\_\_\_ I elect to receive the Eviction Subclass monetary payment as a credit on my Tenant ledger.

First Name (print): \_\_\_\_\_ Last Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

Email (to be used for scheduling individualized reassessment, if applicable): \_\_\_\_\_

*If you believe you are a member of a subclass that was not marked with an [X] above, please initial here \_\_\_\_\_ and the Settlement Administrator or Class Counsel will contact you with further instructions.*

**Certification**

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my settlement relief. I acknowledge and affirm that I am bound by the terms of the Settlement Agreement and Release. If I have chosen a monetary payment, I acknowledge that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:  
Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address].  
CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**

# Exhibit H

**EXHIBIT H****NOTICE OF COMMENCEMENT OF WRIGHT CLASS SETTLEMENT CLAIM PERIOD AND CLAIM FORM**

*Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn)

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 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, please read this document because it could affect you. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

The purpose of this Notice is to advise that the United States District Court for the District of Connecticut approved the Settlement Agreement in the *Wright, et. al. v. The Housing Authority of the City of Hartford, et. al.*, Case No. 3:23-cv-01285-SRU (D. Conn.) class action lawsuit at a Final Approval Hearing held on [DATE] and the period for Settlement Class Members to submit a claim for relief has commenced. **If you are a Settlement Class Member in the *Wright* lawsuit and wish to make a claim for relief, you must complete, sign and return the Wright Settlement Claim Form that was mailed to you, which must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]*.**

**If you believe you are a Settlement Class Member but did not receive a Claim Form in the mail, or if you lost or misplaced the Claim Form that was mailed to you, you must first complete, sign and return the attached Claim Form before [DATE] and will have an opportunity to submit proof that you are a Settlement Class Member. The Settlement Claim Form must be postmarked by [DATE] and mailed to *Wright Class Settlement c/o [Settlement Administrator] [Settlement Administrator Address]*. You must submit proof that you are a Settlement Class Member by [DATE].** For more information or to view the Settlement Agreement see: [HACH Website] [GHLA Website].

Your Family may be a Settlement Class Member if your Family falls in one or more of the following subclasses:

**Zero Income Subclass:** The Zero Income Subclass consists of HACH Low Income Public Housing ("LIPH") Tenant Families 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").

**Cash Deposit Subclass:** The Cash Deposit Subclass consists of HACH LIPH 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.

**Eviction Subclass:** The Eviction Subclass consists of HACH LIPH 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.

To complete this Claim Form, provide the information requested below, initial where indicated, and sign the Certification. If you have questions about this case, you can contact the Settlement Administrator at [Settlement Administrator Number] or Class Counsel Greater Hartford Legal Aid (GHLA) at 860-541-5040 or 5043, or by walking into 999 Asylum Ave. 3<sup>rd</sup> Floor, Hartford, CT.

\_\_\_\_\_(Initials) I have reason to believe that I and/or my Family is a Settlement Class Member in the *Wright* class action lawsuit and wish make a claim for relief because we fall within the following subclass or subclasses (initial all that apply):

[ ] Eviction Subclass [ ] Zero Income Subclass [ ] Cash Deposit Subclass

\_\_\_\_\_(Initials) I authorize the Settlement Administrator to share my name and the fact that I have submitted this Claim Form with Class Counsel and counsel for Defendants, and for the Settlement Administrator or Class Counsel to contact me.

\_\_\_\_\_(Initials) I understand that if my Family is not identified by HACH as a member of the Settlement Class, my Family must present proof, which cannot be self-certification, including documentation if necessary, to demonstrate my Family is a Settlement Class Member and that HACH does not have the burden of demonstrating that my Family is not a Settlement Class Member. *The Settlement Administrator or Class Counsel will contact you with further instructions.*

\_\_\_\_\_(Initials) Although this Claim Form must be completed, signed and returned by [DATE], I understand that my Family must submit proof demonstrating that we are a Settlement Class Member on or before [DATE] mailed to *HACH Class Settlement c/o* [Settlement Administrator] [Settlement Administrator Address].

\_\_\_\_\_(Initials) I understand that my Family has the right to be represented by legal counsel and may hire counsel of my own choosing at my own expense or may be eligible for free legal representation through class counsel GHLA and may apply for individual representation by contacting GHLA at (860) 541-5043 or (860) 541-5040 for assistance with demonstrating that my Family is a Settlement Class Member.

\_\_\_\_\_(Initials) I understand that if it is determined through this process that my Family is a Settlement Class Member, we are bound by the terms of the Settlement Agreement and Release and that I had an opportunity to review the Settlement Agreement and Release at \_\_\_\_\_.

First Name (print): \_\_\_\_\_ Last Name (print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Current Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

***If it is determined through this process that you are a Settlement Class Member, an additional claim form will be provided to you and you may have an opportunity to choose between different forms of relief.***

### Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18, and I wish to claim settlement relief if I am a Settlement Class Member. I acknowledge and affirm that if it is determined that I am a Settlement Class Member, I am bound by the terms of the Settlement Agreement and Release. I acknowledge and affirm that receiving a monetary payment may affect my public benefits and that I have the opportunity to seek legal advice from counsel, including free of charge from Class Counsel Greater Hartford Legal Aid at 999 Asylum Ave. 3<sup>rd</sup> Floor in Hartford, before making this decision.

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**THIS CLAIM FORM MUST BE POSTMARKED BY [DATE] AND MAILED to:  
*Wright Class Settlement c/o* [Settlement Administrator] [Settlement Administrator Address].  
CLAIM FORMS RETURNED AFTER [DATE] ARE LATE AND WILL NOT BE CONSIDERED.**