

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Please read this notice carefully, it explains your legal rights and options. You will be affected whether you act or do nothing.

- A class action settlement has been reached between Markeletta Wilson and Marie Townes, as Class Representatives, with the Seattle Housing Authority (“SHA”) that will end a lawsuit about certain SHA policies and practices for Section 8 housing voucher holders.
- This settlement was reached to avoid the costs and uncertainties of further litigation; it does not mean SHA violated any law or did anything wrong.
- The Court still must decide whether to approve the settlement. If it does, you may be part of the Settlement Class. If you are, you have the opportunity to tell the Court if you think there are problems with the settlement.
- You are a Class Member if:
 - You had a Seattle Housing Authority Section 8 voucher; **and**
 - You had a termination hearing that took place on or after February 20, 2006 and before August 1, 2008; **and**
 - Your Section 8 voucher was terminated as a result of that hearing.
- Under the settlement, SHA will provide a new termination hearing for any Class Member who timely requests one in writing and change certain policies and procedures.
- As part of the settlement, SHA will make a monetary payment to Ms. Wilson for her separate claim for damages and the lawyers for the Settlement Class (“Class Counsel”) will request that the Court approve payment of attorneys’ fees and costs, including incentive payments to the Class Representatives if awarded by the Court.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the settlement.
DO NOTHING	Give up your rights to sue SHA separately about the legal claims in this case and accept the terms of the settlement.

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

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Basic Information

1. Why is this notice being provided?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action litigation and about all your rights and options before the Court decides whether to give “final approval” to the settlement. This notice explains the litigation, the settlement, your legal rights, what benefits are available, and how to get them.

Judge Marsha J. Pechman of the United States District Court for the Western District of Washington at Seattle is overseeing this class action. The case is known as *Wilson v. Seattle Housing Authority*, No C09-00226MJP. The people who sued are called the “Plaintiffs,” and the entities that they sued, the Seattle Housing Authority and Thomas Tierney, Executive Director of the Seattle Housing Authority, in his Official Capacity, are called the “Defendants.”

2. What is this litigation about?

The Plaintiffs allege that: (1) SHA’s termination hearings for Section 8 voucher holders were conducted in a manner that is unconstitutional under the federal and state constitutions; (2) SHA failed to comply with its obligations for Section 8 voucher holders with disabilities under federal and state statutes regarding fair housing and disabilities; (3) SHA violated the associational and privacy rights of its Section 8 voucher holders; and (4) SHA breached certain contracts. The lawsuit seeks to have SHA change its practices, and it does not seek damages (money) on behalf of the class.

Defendants deny the accuracy of Plaintiffs’ allegations, deny SHA violated the federal or state constitutions, deny SHA violated any federal or state statute or regulation, and deny SHA failed to comply with their obligations under the law or otherwise violated any rights of Section 8 voucher holders. Defendants further deny SHA breached any contract or caused any harm to Class Members.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Markeletta Wilson and Marie Townes) sue on behalf of people who have similar claims. All of these people are a “Settlement Class” or “Class Members.” The settlement resolves the issues for all Class Members.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of trial. The settlement does not mean that any law was violated or that the Defendants did anything wrong. Defendants deny all legal claims in this case. The Class Representatives and their lawyers think the settlement is in the best interest of the Class Members.

Who Is Part of the Settlement

5. How do I know if I am part of the settlement?

The Settlement Class includes all SHA Section 8 voucher holders who had termination hearings on or after February 20, 2006 and before August 1, 2008 and whose Section 8 vouchers were terminated as a result of such hearings. A list of Class Members is attached to the Settlement Agreement as Exhibit E.

6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the settlement, call 1-206-464-5911, extension 5. You may also write with questions to Columbia Legal Services, Termination Hearing Settlement, 101 Yesler Way, Suite 300, Seattle, WA 98104 or email Columbia Legal Services at SHAclassmembers@columbialegal.org

The Settlement Benefits

7. What does the settlement provide?

- *First*, SHA will amend its Administrative Plan and Procedures Manual to clarify and improve its procedures regarding individuals with disabilities and those alleging that they have disabilities.
- *Second*, SHA will amend its Administrative Plan to list documentation it will accept to prove residency of a minor for the purpose of adding minors to existing Section 8 vouchers.
- *Third*, SHA will amend its Administrative Plan to reflect that upon request by a participant, SHA may, in its discretion, consider extenuating circumstances as a basis for extending the time period that a guest, including a related adult, is allowed to stay in the subsidized residence.
- *Fourth*, SHA will provide at the end of hearing officers' termination hearing decisions written notice of the availability of judicial review as well as information on how to find legal resources that may be available to help the participant.
- *Fifth*, SHA will provide a new termination hearing to each Class Member who timely requests one in writing (more information will be provided about the requirements for requesting and receiving such a hearing if the Settlement Agreement is approved by the Court).
- *Sixth*, SHA will pay Ms. Wilson \$10,000 for her individual claim for damages and, after the submission of an application by Ms. Wilson, if Ms. Wilson meets eligibility requirements, SHA will issue Ms. Wilson a Section 8 voucher.
- *Seventh*, SHA will pay subject to Court approval up to, but no more than, a total of \$195,000 in attorneys' fees and costs, including Class Representative incentive payments if awarded by the Court.

8. What am I giving up as part of the settlement?

If the settlement becomes final, Class Members will be releasing the Defendants from all of the settled claims. The settled claims are all claims seeking injunctive relief, which means a change in practices, arising from or related to the facts giving rise to the subject matter of the litigation, as described in subsection 1.25 and Section 9 of the Settlement Agreement. This means you will no longer be able to sue the Defendants regarding any of the settled claims described in the Settlement Agreement if you are a Class Member. The full text of the Settlement Agreement is available at www.columbialegal.org.

9. Are the settlement benefits available now?

No. These benefits will become available only if the Court approves the settlement. If the Court approves the settlement, you will receive another notice explaining how to request a new hearing from SHA.

The Lawyers Representing You

10. Do I have a lawyer in the case?

Merf Ehman and Nick Straley of Columbia Legal Services will ask the Court to appoint them as “Class Counsel” to represent Class Members. You will not be individually charged by Columbia Legal Services, who, instead, will apply to the Court to be paid by SHA. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

The motion by Class Counsel for attorneys’ fees and costs and the incentive awards for the Class Representatives will be available on Columbia Legal Services’ website, www.columbialegal.org, after it is filed.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and costs and Class Representative incentive payments of up to \$195,000. The Court may award less than this amount.

Objecting to the Settlement

12. How do I tell the Court that I do not like the settlement?

You can object to the settlement if you do not like any part of it. You must give reasons why you think the Court should not approve the settlement. To object, send a letter saying that you object to the proposed settlement in *Wilson v. Seattle Housing Authority*, No. C09-226MJP. Be sure to include: your name, address, telephone number, and your signature; the reasons why you object to the settlement; copies of any legal support or evidence you would like the Court to consider; proof that you are a Class Member; and whether you or your attorney will appear at the fairness hearing (see Question 15 below). Mail the objection to the three different places listed below so that it is filed and received no later than MONDAY, DECEMBER 19, 2011. Note: Your objection must be received by the deadline.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the United States District Court for the Western District of Washington 700 Stewart Street Seattle, WA 98101	Merf Ehman, Esq. Nick Straley, Esq. Columbia Legal Services 101 Yesler Way, Suite 300 Seattle, WA 98104	Kristen Dorrity, Esq. Andrews Skinner P.S. 645 Elliott Avenue West, Suite 350 Seattle, WA 98119

The Court’s Fairness Hearing

13. When and where will the Court decide whether to approve the settlement?

To decide whether or not to approve the settlement, the Court will hold a Fairness Hearing at 4:00 p.m. on MONDAY, JANUARY 9, 2011, at the United States District Court for the Western District of Washington at Seattle, 700 Stewart Street, 14th Floor, Seattle, WA 98101. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel’s request for attorneys’ fees and costs including incentive awards to the Class Representatives. If there are objections, the Court will consider them.

14. Do I have to come to the hearing?

No, you are not required to attend the final fairness hearing. However, you are welcome to attend the hearing. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection and it was received on time, the Court will consider it. You also may pay your own lawyer to attend the Fairness Hearing, but that is not necessary.

15. May I speak at the hearing?

To speak at the Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intent to Appear" in *Wilson v. Seattle Housing Authority*, No. C09-226MJP. Be sure to include your name, address, telephone number, signature, and copies of any documents you have proving that you are a Class Member. Send your Notice of Intent to Appear so that it is received no later than MONDAY, DECEMBER 19, 2011, to the addresses listed in Question 12.

If You Do Nothing

16. What happens if I do nothing at all?

If you are a Class Member and do nothing and the Court approves the settlement, you will obtain the benefits described in Question 7. You will not be able to start a lawsuit, or be part of any other lawsuit against Defendants about the claims in this case, ever again.

Getting More Information

17. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.columbialegal.org.

If you wish to contact Class Counsel, you may contact them directly as follows:

Merf Ehman, Esq.
Nick Straley, Esq.
Columbia Legal Services
101 Yesler Way, Suite 300
Seattle, WA 98104
(206) 464-5911, extension 5