

EXHIBIT 1

Settlement Agreement

THE HONORABLE RONALD B. LEIGHTON

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ANNIE McCULLUMN, NANCY RAMEY
and TAMI ROMERO, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

VANCOUVER HOUSING AUTHORITY,

Defendant.

CLASS ACTION

No. Case No. 3:15-cv-05150-RBL

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

[Case No. 3:15-cv-05150-RBL]

Columbia Legal Services
711 Capitol Way S #304
Olympia, WA 98501
(360) 943-6260
(360) 754-4578 (fax)

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1 WHEREAS, the Vancouver Housing Authority (“VHA”) is a public body corporate and politic
2 organized under the laws of the State of Washington, including Chapter 35.82 RCW, for the purpose of
3 providing safe and sanitary dwelling accommodations to persons of low income in Clark County,
4 Washington, the actions of which are taken under color of state law;

5 WHEREAS, Plaintiffs Annie McCullum, Nancy Ramey, and Tami Romero (“Plaintiffs”) are
6 tenants who formerly resided in or currently reside in Public Housing owned and managed by VHA and
7 assisted by the United States Department of Housing and Urban Development (“HUD”) under the
8 Housing Act of 1937;

9 WHEREAS, Plaintiffs have asserted claims against VHA, on behalf of themselves and two
10 classes of similarly situated individuals, alleging that VHA failed to properly establish and adjust its
11 Public Housing utility allowances as required by 24 C.F.R. Part 965, Subpart E and that, as a result, they
12 and members of the two classes they seek to represent paid or may pay more rent than permitted by
13 42 U.S.C. § 1437a and HUD’s implementing regulations;

14 WHEREAS, Plaintiffs seek class-wide restitution of the excess rents they and certain Class
15 Members previously paid, together with prejudgment interest, as well as class-wide declaratory and
16 injunctive relief, reasonable attorneys’ fees, and costs;

17 WHEREAS, Plaintiffs notified VHA that they intended to bring a class action lawsuit against it
18 unless VHA agreed to discuss the merits and possible resolution of these claims, responded to their
19 request for public records, shared all information they needed to fully investigate and resolve these
20 claims, and executed an agreement tolling all applicable statutes of limitations;

21 WHEREAS, the Parties subsequently entered into a tolling agreement, exchanged information,
22 and engaged in protracted, arm’s-length negotiations, including a full day of mediation before the
23 Honorable Terrence Carroll, former King County Superior Court Judge;

24 SETTLEMENT AGREEMENT - 1

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1 WHEREAS, Plaintiffs conducted an extensive review and analysis of the large volume of
2 documents provided by VHA;

3 WHEREAS, while Plaintiffs believe their claims possess substantial merit and while VHA
4 vigorously disputes such claims and asserts that neither Plaintiffs nor other Class Members were harmed
5 because of any alleged shortfall in its Public Housing utility allowances, the Parties, without in any way
6 acknowledging any fault or liability, have agreed to enter into this Settlement Agreement, subject to the
7 approval of the Court pursuant to Federal Rule of Civil Procedure (“Rule”) 23, as an appropriate
8 compromise of Plaintiffs’ and putative Class Members’ claims to put to rest all controversy and to avoid
9 the uncertainty, risk, expense, and burdensome, protracted, and costly litigation that would be involved
10 in prosecuting and defending these claims;

11 WHEREAS, the Parties have agreed to the filing of this Action to seek approval of this
12 Settlement Agreement by the Court pursuant to Rule 23, so that its terms and conditions would be
13 binding on all Parties, including absent Class Members;

14 WHEREAS, this Agreement was reached only after extensive informal discovery and prolonged,
15 arm’s-length negotiations; and

16 WHEREAS, Plaintiffs and their counsel believe that this Settlement is in the best interests of all
17 Class Members and that it constitutes a fair, reasonable, and adequate resolution of this dispute;

18 NOW, THEREFORE, THIS AGREEMENT is entered into this 9th day of March, 2015,
19 by Plaintiffs in this Action for themselves and on behalf of the proposed Damages Class and Declaratory
20 and Injunctive Relief Class, as defined below, and by VHA.

21 Subject to Court approval and the other conditions set forth herein, it is hereby agreed by the
22 Parties that, in consideration of the undertakings, promises, and payments set forth in this Agreement
23 and upon the Effective Date of the Final Order and Judgment (as defined below) approving the

24 SETTLEMENT AGREEMENT - 2

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1 settlement and directing the implementation of the terms and conditions of this Agreement, the Action
2 shall be settled and compromised upon the terms and conditions set forth below. All claims and causes
3 of action asserted in this Action on behalf of the Plaintiffs and Class Members for damages, including
4 but not limited to consequential damages, losses or costs, compensatory damages, attorneys' fees and
5 costs, and all claims and causes of action asserted in this Action for declaratory relief or injunctive
6 relief, or that could have been asserted, shall be resolved and dismissed with prejudice. Plaintiffs and
7 Class Members are forever foreclosed from pursuing any of the Settled Claims, as defined below, except
8 where a member of the Damages Class has exercised his or her right to opt out or request exclusion from
9 this lawsuit or where a Class Member seeks to enforce the terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 **1.1.** "Action" means the above-captioned action, *McCullumn et al. v. Vancouver Housing*
12 *Authority*, to be filed in the United States District Court for the Western District of Washington at
13 Tacoma.

14 **1.2.** "Admission and Continued Occupancy Policy" or "ACOP" means the document required
15 by HUD that establishes policies for VHA's Public Housing program.

16 **1.3.** "Agreement" or "Settlement Agreement" means this Settlement Agreement, including all
17 Exhibits.

18 **1.4.** "Appeal Form" means the form that any member of the Damages Class must complete
19 and deliver to VHA to appeal the Notice of Right to Class Action Settlement Payment as provided in
20 Subsection 3.2, which form has been agreed to by the Parties and is attached hereto as Exhibit K.

21 **1.5.** "Class Counsel" means the attorneys or law firm appointed by the Court to represent the
22 Settlement Classes under Rule 23(g).

1 **1.6.** “Class Member” means a member of one of the Settlement Classes certified solely for
2 settlement purposes by the Court under Rule 23(c).

3 **1.7.** “Class Representatives” means those Plaintiffs appointed by the Court under Rule 23(c)
4 to represent the Settlement Classes.

5 **1.8.** “Court” means the district judge and/or magistrate judge of the United States District
6 Court for the Western District of Washington at Tacoma assigned to this Action.

7 **1.9.** “Covered Housing” means those Public Housing projects and units owned by VHA
8 between April 1, 2004 and April 30, 2011 which have been removed or will be removed from the Public
9 Housing program through the HUD Rental Assistance Demonstration Program, a voluntary disposition,
10 or other action, where the tenants living in the units when this occurs continue to reside in these units
11 with project-based vouchers. These units shall only be considered Covered Housing so long as the
12 tenants residing in these units at the time of removal from the Public Housing program continue to
13 reside there. Exhibit D lists those units that the Parties consider to be Covered Housing at the time the
14 Settlement Agreement is filed with the Court.

15 **1.10.** “Day” or “Days” means calendar days.

16 **1.11.** “Damages Class” means the proposed Settlement Class that will be certified solely for
17 settlement purposes under Rule 23(b)(3) and that is defined in Subsection 2.2. Any member of the
18 Damages Class may opt out or request exclusion from the Damages Class under Rule 23(c)(2)(B) as
19 provided in Section 8.

20 **1.12.** “Declaratory and Injunctive Relief Class” means the proposed Settlement Class that will
21 be certified solely for settlement purposes under Rule 23(b)(2) and that is defined in Subsection 2.3.
22 Members of the Declaratory and Injunctive Relief Class have no right to opt out or request exclusion
23

1 from this lawsuit. If this Settlement Agreement is approved by the Court, members of the Declaratory
2 and Injunctive Relief Class shall be bound by all terms of this Agreement insofar as it relates to
3 declaratory and injunctive relief, release of all Settled Claims, costs and attorneys' fees, and by all
4 proceedings, orders, and judgments in the Action.

5 **1.13.** "Effective Date" means the date on which the Court's Final Order and Judgment
6 becomes final, which shall occur on the later of the following: (a) if no appeal or other reconsideration
7 or review of the Final Order and Judgment is sought by any person or entity, the Effective Date shall be
8 the thirty-first (31st) Day after the Final Order and Judgment is entered by the Court, or (b) if a motion
9 for reconsideration, an appeal, a motion for discretionary review, review by writ of certiorari, or any
10 other form of review or reconsideration of the Final Order and Judgment is filed by any person or entity,
11 the Effective Date shall be the day after (i) the Final Order and Judgment is affirmed or the appeal or
12 other action seeking review of that order is dismissed or denied, and (ii) the Final Order and Judgment is
13 no longer subject to further judicial review.

14 **1.14.** "Fairness Hearing" means the settlement approval hearing to be conducted by the Court
15 in connection with the final determination that this Agreement is fair, reasonable, and adequate, that the
16 proposed Settlement Classes should be certified for purposes of effectuating the settlement, and that this
17 Agreement is in the best interests of the Settlement Classes.

18 **1.15.** "Final Order and Judgment" means the Court's order certifying the proposed Settlement
19 Classes solely for purposes of settlement, approving this Agreement as fair, reasonable, and adequate,
20 and in the best interests of the Settlement Classes as a whole, and making such other findings and
21 determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement,
22
23

1 without modifying any of the terms of this Agreement, in a form agreed to by the Parties and
2 substantially in the form attached hereto as Exhibit B.

3 **1.16.** “HUD” means the United States Department of Housing and Urban Development.

4 **1.17.** “HUD Regulations” means the federal regulations promulgated by HUD under C.F.R.
5 Title 24.

6 **1.18.** “Notice of Final Settlement” means the notice that VHA will send to members of the
7 Declaratory and Injunctive Relief Class after the Effective Date, and otherwise distribute or post as
8 required by this Agreement, notifying them of the prospective, non-monetary relief agreed to by the
9 Parties, which notice shall be substantially in the form attached hereto as Exhibit I.

10 **1.19.** “Notice of Proposed Class Action Settlement and Right to Opt Out” means the notice of
11 pendency of class action, proposed settlement, and hearing that will explain the terms of this Agreement,
12 inform members of the Damages Class of their right to opt out or exclude themselves from the Damages
13 Class and of the time and manner for requesting exclusion, explain that Class Members have a right to
14 object to the terms of this Agreement prior to final approval by the Court, and notify Class Members that
15 they will receive further information about their rights under the settlement, if the settlement is
16 approved, which notice shall be in a form agreed to by the Parties and substantially in the form attached
17 hereto as Exhibit H.

18 **1.20.** “Notice of Right to Class Action Settlement Payment” means the notice that VHA will
19 send to members of the Damages Class after the Effective Date notifying them of their right, if any, to a
20 Settlement Share and Settlement Payment (as defined below) and the steps they must take should they
21 wish to appeal the calculation or amount of their Settlement Share or Settlement Payment as provided in
22

1 Subsection 3.2, which notice shall be in a form agreed to by the Parties and substantially in the form
2 attached hereto as Exhibit J.

3 **1.21.** “Party” or “Parties” means Plaintiffs, Class Members, and VHA, or each of them.

4 **1.22.** “Plaintiffs” means Annie McCullum, Nancy Ramey, and Tami Romero.

5 **1.23.** “Plaintiffs’ Counsel” means Columbia Legal Services and Perkins Coie LLP.

6 **1.24.** “Preliminary Approval Order” means the Court’s order provisionally certifying the
7 proposed Settlement Classes solely for purposes of effectuating the settlement and for granting
8 preliminary approval of this Agreement; approving the Notice of Proposed Class Action Settlement and
9 Right to Opt Out, the Summary Notice, and the manner of providing notice of the proposed settlement
10 and right to opt out or object; scheduling the Fairness Hearing; setting the procedures and deadlines for
11 opting out, objecting to this Settlement Agreement, and appearing at the Fairness Hearing; and setting
12 forth a schedule for briefing the fairness and adequacy of the settlement and the reasonableness of any
13 award of attorneys’ fees and costs, including Class Representative incentive payments, which order shall
14 be in a form agreed to by the Parties and substantially in the form attached as Exhibit A.

15 **1.25.** “Public Housing” means all projects and units owned by VHA that are assisted under the
16 Housing Act of 1937 other than under Section 8 of the Act, and governed by 24 C.F.R. Part 965,
17 Subpart E.

18 **1.26.** “Public Housing Grievance Procedure” means the informal meeting and administrative
19 hearing procedure that is required by 42 U.S.C. § 1437d(k) and 24 C.F.R. Part 966, Subpart B, and that
20 VHA has adopted to resolve grievances with its Public Housing residents as set forth in its Admission
21 and Continued Occupancy Policy or ACOP.

1 **1.27.** “Released Parties” means VHA and its successors, assigns, predecessors, parents,
2 subsidiaries, divisions, departments, or affiliates; any of its past or present partners, agents, servants,
3 subrogees, insurers, employees, board members, or representatives; and the respective marital
4 communities of any natural persons encompassed by the foregoing definition.

5 **1.28.** “Releasing Parties” means Annie McCullum, Nancy Ramey, Tami Romero, and Class
6 Members, and their respective marital communities, heirs, administrators, devisees, predecessors,
7 successors, attorneys, representatives, subrogees, assignees, or insurers.

8 **1.29.** “Settled Claims” means:

9 **1.29.1.** for Plaintiffs, any claim, liability, right, demand, suit, matter, obligation, damage,
10 including consequential damages, losses or costs, compensatory damages, punitive damages, injunctive
11 relief, declaratory relief, attorneys’ fees and costs, action or cause of action, of every kind and
12 description that Plaintiffs had, or may have, against the Released Parties, whether known or unknown,
13 suspected or unsuspected, asserted or unasserted, accrued or that may thereafter accrue, regardless of
14 legal theory and the type of relief claimed, that regard, arise out of, or relate to facts giving rise to the
15 subject matter of the Action or VHA’s defense of the Action;

16 **1.29.2.** for the “Damages Class,” exclusive of any member of the Damages Class who
17 opts out or excludes himself or herself from this lawsuit pursuant to Rule 23(c)(2)(B), any claim,
18 liability, right, demand, suit, matter, obligation, damage, including consequential damages, losses or
19 costs, compensatory damages, punitive damages, injunctive relief, declaratory relief, attorneys’ fees and
20 costs, action or cause of action, of every kind and description that any member of the Damages Class
21 had, or may have, against the Released Parties, whether known or unknown, suspected or unsuspected,
22 asserted or unasserted, accrued or that may thereafter accrue, regardless of legal theory and the type of
23

1 relief claimed, that regard, arise out of, or relate to facts giving rise to the subject matter of the Action or
2 VHA's defense of the Action;

3 **1.29.3.** for the "Declaratory and Injunctive Relief Class," any claim, liability, right,
4 demand, suit, matter, obligation, injunctive relief, declaratory relief, attorneys' fees and costs, action or
5 cause of action, of every kind and description that the Declaratory and Injunctive Relief Class or any
6 member of the Declaratory and Injunctive Relief Class had, or may have, against the Released Parties,
7 whether known or unknown, suspected or unsuspected, asserted or unasserted, accrued or that may
8 thereafter accrue, regardless of legal theory and the type of relief claimed, that regard, arise out of, or
9 relate to facts giving rise to the subject matter of the Action or VHA's defense of the Action.

10 As used in Subsection 1.29, a claim, liability, right, demand, suit, matter, obligation, damage,
11 including consequential damages, losses or costs, compensatory damages, punitive damages, injunctive
12 relief, declaratory relief, attorneys' fees and costs, action or cause of action, is "unknown" if the
13 Releasing Parties do not know of or suspect it to exist in their favor at the time of the release of the
14 Released Parties, including but not limited to those that, if known by the Releasing Parties, might have
15 affected their assent to this Agreement.

16 **1.30.** "Settlement Agreement" or "Agreement" means this Settlement Agreement.

17 **1.31.** "Settlement Classes" mean the two proposed classes, including the Damages Class and
18 the Declaratory and Injunctive Relief Class further described in Section 2.

19 **1.32.** "Settlement Fund" shall have the meaning given that term in Subsection 3.1.1.

20 **1.33.** "Settlement Payment" refers to the remaining portion of a Class Member's share of the
21 Settlement Fund that will be disbursed by check to the Class Member after VHA has set off any debt
22 owed to VHA by the Class Member in accordance with the provisions of this Settlement Agreement.
23

1 **1.34.** “Settlement Share” shall have the meaning given that term in Subsection 3.1.3.

2 **1.35.** “Summary Notice” means a summary of the Notice of Proposed Class Action Settlement
3 and Right to Opt Out that is suitable for publication in VHA’s Resident Newsletter and *The Columbian*
4 newspaper and that is in a form agreed to by the Parties and substantially in the form attached hereto as
5 Exhibit G.

6 **1.36.** “Vancouver Housing Authority” or “VHA” means the Housing Authority of the City of
7 Vancouver and its successors or assigns.

8 **1.37.** “VHA’s Counsel” means Foster Pepper PLLC.

9 **2. THE SETTLEMENT CLASSES**

10 **2.1.** For purposes of settlement only, the Parties stipulate to a Damages Class under
11 Rule 23(b)(3) and to a Declaratory and Injunctive Relief Class under Rule 23(b)(2).

12 **2.2.** The Damages Class shall consist of all adult heads of household who (a) executed a lease
13 and resided in Public Housing owned by VHA between April 1, 2004, and April 30, 2011; (b) paid an
14 income-based or minimum rent; and (c) were responsible for tenant-paid utilities. The Damages Class
15 consists of 887 households; the identities of members of the Damages Class are known and are listed on
16 Exhibit E. To help protect the privacy of Class Members, counsel for the Parties will not file Exhibit E
17 in the court record, post or publish a copy, or otherwise make Exhibit E publicly available, unless the
18 Court orders otherwise. A list of Public Housing owned by VHA between April 1, 2004, and April 30,
19 2011, where tenants paid an income-based or minimum rent and were responsible for tenant-paid
20 utilities is attached as Exhibit C.

21 **2.3.** The Declaratory and Injunctive Relief Class shall consist of all adult heads of household
22 who (a) executed a lease and currently reside in Public Housing or Covered Housing owned by VHA at
23

1 the time the Final Judgment and Order is entered, or who will execute a lease and reside in Public
2 Housing when the non-monetary relief provisions in Subsection 3.7 remain in effect; (b) pay or will pay
3 an income-based or minimum rent; and (c) are or will be responsible for tenant-paid utilities.

4 **2.4.** If the Court does not approve this Agreement or does not enter a Final Order and
5 Judgment or if the Effective Date does not occur for any reason, or if this Agreement is otherwise
6 terminated, VHA has not, by entering into this Agreement, either waived or forfeited its right to oppose,
7 on any basis and for any reason, certification of any of the putative classes identified in Plaintiffs'
8 Complaint, or waived or forfeited its right to assert that issues outside the context of settlement would
9 preclude class certification.

10 **3. RELIEF**

11 In exchange for the release by the Releasing Parties of all Settled Claims, the Parties agree as
12 follows:

13 **3.1. Monetary Relief for Damage Class Members Who Do Not Opt Out.**

14 **3.1.1. Settlement Fund.** VHA agrees to pay a settlement amount of \$488,824.02
15 (“Settlement Fund”) from which it shall disburse Settlement Payments by check to members of the
16 Damages Class and offset debts owed to VHA by members of the Damages Class in accordance with the
17 provisions of this Settlement Agreement.

18 **3.1.2. Basis for Settlement Payments to Members of the Damages Class.** Plaintiffs
19 have alleged that VHA failed to establish, review, and adjust its Public Housing utility allowances as
20 required by HUD Regulations, including 24 C.F.R. § 965.502(c) and 24 C.F.R. § 965.507. Plaintiffs
21 claim that as a result of this failure they and members of the Damages Class have paid more rent than
22 permitted by 42 U.S.C. § 1437a. Plaintiffs have asserted a federal claim under 42 U.S.C. § 1983 and a
23

1 state breach of contract claim, seeking restitution of the excess rents they and Damages Class Members
2 paid, together with prejudgment interest.

3 In January and February 2010, VHA sent rent refund checks to certain members of the proposed
4 Damages Class after learning that Columbia Legal Services had advised VHA's Public Housing
5 residents that they might have paid more rent than permitted by federal law. On behalf of clients who
6 believed these refunds were inadequate, Columbia Legal Services served VHA with notice of Columbia
7 Legal Services' intent to file a class action lawsuit unless VHA executed an agreement tolling any
8 applicable statute of limitations, agreed to exchange certain information, and entered into negotiations to
9 settle their clients' claims. On April 23, 2010, VHA executed a tolling agreement. VHA subsequently
10 retained a utility consultant to review its Public Housing utility allowances and agreed to negotiate with
11 Plaintiffs. Based on recommendations from its utility consultant, VHA adopted new Public Housing
12 utility allowances effective May 1, 2011. In March 2011, VHA unilaterally sent additional refund
13 checks to certain members of the proposed Damages Class, including with the checks a letter purporting
14 to create an accord and satisfaction. VHA believes that the refund checks fully compensated for any
15 alleged damages to putative class members and that no further amounts are owed. Plaintiffs claim that
16 these additional refunds were inadequate, undercompensating some members of the Damages Class.
17 Plaintiffs also claim that there was no valid accord and satisfaction. The Settlement Fund amount
18 represents the Parties' compromise.

19 **3.1.3. Calculation of Each Damages Class Member's Share of the Settlement Fund.**

20 For each member of the Damages Class, Plaintiffs have calculated the excess rent each Class Member
21 paid from April 1, 2004, through April 30, 2011, by determining the difference between the utility
22 allowance that would have been in place had VHA adjusted its allowances annually to account for all
23 utility rate increases and the actual utility allowances that were used to compute their rent. Plaintiffs

1 assert that their measure of damages is based on a plain reading of HUD regulation 24 C.F.R.
2 § 965.507(b) and *McDowell v. Philadelphia Housing Authority*, 423 F.3d 233, 239 (3d Cir. 2005).
3 Plaintiffs then factored in prejudgment interest based on a 2.4 percent interest rate. Although Plaintiffs
4 believe that they should be compensated for their loss of use of these funds during the relevant time
5 period, they recognize that their entitlement to prejudgment interest under federal or state law and the
6 appropriate rate of prejudgment interest is uncertain.

7 Once the alleged excess rent and prejudgment interest were determined for each Class Member,
8 Plaintiffs subtracted the previous rent refunds that VHA made to each Class Member, if any, in the
9 months of January 2010, February 2010, and March 2011 and any credits set off against debts allegedly
10 owed VHA in March 2011. The difference, if any, is the balance allegedly due each Class Member
11 under Plaintiffs' theory of the case. Plaintiffs then compared the total Settlement Fund of \$488,814.02
12 to the total balance due all Class Members under Plaintiffs' theory of the case. Plaintiffs computed this
13 ratio to be approximately 59/100 (59%). While VHA disputes the basis for Plaintiffs' calculation of this
14 ratio, the Parties have agreed that in settlement VHA shall disburse to each member of the Damages
15 Class the balance due him or her under Plaintiffs' theory of the case multiplied by this ratio, as his or her
16 share of the Settlement Fund ("Settlement Share"). Funds to be paid to the Damages Class will first be
17 set off against any debts any individual Class Member owes to VHA to calculate each Class Member's
18 Settlement Payment, as further discussed in Subsection 3.1.5. The Parties recognize that not all
19 members of the Damages Class will receive a Settlement Payment because VHA's previous rent refunds
20 in January 2010, February 2010, and March 2011, the March 2011 credits, or setoffs may exceed the
21 excess rent and prejudgment interest allegedly due each Class Member under Plaintiffs' theory of the
22 case.

1 **3.1.4. Settlement Shares.** The Parties have calculated each Class Member's share of
2 the Settlement Fund, if any, as set forth in Subsection 3.1.3. Each Class Member's Settlement Share in
3 dollar amounts is shown on Exhibit F, which will control the disbursement of funds, except as provided
4 below. To protect the privacy of members of the Damages Class, Exhibit F identifies each Class
5 Member by a unique resident ID number rather than name or address. As described in Subsection 7.1,
6 VHA shall disclose to each member of the Damages Class his or her Settlement Share, shall disclose any
7 claims for unpaid rent or other charges due under the Class Member's lease that VHA plans to set off
8 against his or her Settlement Share, and shall disclose the Class Member's Settlement Payment when
9 notifying them of the proposed settlement.

10 **3.1.5. Setoffs for Unpaid Rent or Other Charges Due Under Lease.** VHA shall have
11 the right to set off against each Class Member's Settlement Share any unpaid rent or other charges due
12 under the Class Member's Public Housing lease. Exhibit F shows unpaid rent or other charges that
13 VHA claims each individual Class Member owes and that it plans to set off against his or her Settlement
14 Share, if any, as of the time the Parties executed the Settlement Agreement. The Parties agree that VHA
15 may update Exhibit F to account for any changes to the unpaid rent or other charges that VHA plans to
16 set off against each individual Class Member's Settlement Share before the Parties file the Settlement
17 Agreement with the Court and ask that it be preliminarily approved. VHA shall not assert any setoff
18 against a Class Member's Settlement Share unless the proposed setoff is shown on Exhibit F as filed
19 with the Court and without including information concerning the setoff on the Notice of Right to Class
20 Action Settlement Payment. VHA will release claims for unpaid rent and other charges to the extent
21 they are offset by a Class Member's Settlement Share. For example, if a Class Member's Settlement
22 Share was \$1,000, but the Class Member had unpaid rent in the amount of \$1,200, the Class Member's
23 Settlement Payment would be zero, but the Class Member's total outstanding rent would be reduced to

1 \$200. Setoff amounts are a dollar-for-dollar reduction of the Class Member’s outstanding liability to
2 VHA. Where a Class Member previously executed a written repayment agreement, VHA shall only set
3 off those amounts past due under the repayment agreement against the Class Member’s Settlement Share
4 unless the Class Member asks VHA to credit his or her Settlement Share against the entire debt owed.

5 **3.1.6. Notice of Right to Class Action Settlement Payment.**

6 **3.1.6.1. First Notice.** Within thirty (30) Days of the Effective Date, VHA, at its
7 own expense, shall mail each member of the Damages Class a “Notice of Right to Class Action
8 Settlement Payment” by first-class mail to such Class Member’s last known address, together with a
9 stamped, self-addressed envelope, postage prepaid.

10 In mailing these documents, VHA shall use its standard mailing address as the return address and
11 indicate on the envelope that it is an official court-ordered notice, in a format agreed to by the Parties.

12 VHA shall use a United States Postal Service (“USPS”) “ADDRESS SERVICE REQUESTED”
13 ancillary service endorsement to request an addressee’s new address and keep track of any change in
14 address and whether the notice was forwarded or returned as undeliverable. The endorsement shall be
15 placed on the envelope in accordance with USPS requirements.

16 **3.1.6.2. Second Notice.** In the event that the Notice of Right to Class Action
17 Settlement Payment and accompanying forms mailed to a Class Member are returned as undeliverable
18 but with a forwarding address, VHA shall mail these documents to the Damages Class Member a second
19 time at the forwarding address, in the same manner as the first notice.

20 **3.1.6.3. Finding Service.** In the event that the first, and if mailed second, “Notice
21 of Right to Class Action Settlement Payment” and accompanying forms are returned as undeliverable
22 without a forwarding address, VHA, at its own expense, shall make a good faith attempt to find a current
23

1 address for each such Class Member. This attempt will consist of the following two steps, when
2 necessary, using where available each Class Member's Social Security number, date of birth, or other
3 personal identifiers in VHA's possession:

4 **3.1.6.3.1.** First, VHA shall attempt to locate the Class Member by ordering a partial
5 credit report (address only) from a credit reporting agency.

6 **3.1.6.3.2.** Second, if ordering a partial credit report fails to locate the Class Member,
7 VHA will undertake a one-time search through a finding program such as, but not necessarily, Accurint
8 by LexisNexis. VHA explicitly reserves the right to use another reasonably comparable product, similar
9 service, or effort, and will notify Class Counsel which product, similar service, or effort will be made.

10 **3.1.6.4. Final Notice.** VHA shall mail a final copy of the Notice of Right to Class
11 Action Settlement Payment and accompanying forms to the new address found through the partial credit
12 report or finding service, if any, in the same manner as the first and second notices. If any final notice is
13 returned as undeliverable, VHA shall notify Class Counsel and provide them with the Class Member's
14 name and documentation of all its efforts to locate the Class Member.

15 **3.2. Appeals Process for Determination of Settlement Payment.**

16 **3.2.1. Right to Appeal.**

17 **3.2.1.1. Calculation of Settlement Share.** Members of the Damages Class shall
18 have no right to contest the calculation of their Settlement Share as shown on Exhibit F, except in those
19 instances where a Class Member can show there was a material mistake in VHA's records pertaining to
20 the dates and duration of his or her tenancy, the unit he or she rented, the amount of any refunds made in
21 January 2010, February 2010, or March 2011, or the amount of any credits set off against debts
22

1 allegedly owed VHA in March 2011 that were relied on in calculating the Class Member's Settlement
2 Share.

3 **3.2.1.2. Setoffs.** Members of the Damages Class shall have the right to contest
4 any debts shown on the Notice of Right to Class Action Settlement Payment that VHA previously set off
5 against the Class Member's March 2011 refund or plans to set off against his or her Settlement Share,
6 except where the debt has been reduced to a judgment, where the validity of the debt was previously
7 decided by a hearing officer following a hearing under VHA's Public Housing Grievance Procedure, or
8 where the Class Member previously executed a written repayment agreement acknowledging the debt.

9 **3.2.1.3. Mathematical Errors.** A member of the Damages Class shall have the
10 right to contest any mathematical error made in determining the Class Member's Settlement Payment.

11 **3.2.2. Appeal Form.** Class Members who wish to contest the calculation of their
12 Settlement Share, any setoff, or the calculation of their Settlement Payment shall complete and deliver to
13 VHA an Appeal Form, either by mail, fax, or some other form of delivery within thirty (30) Days from
14 the postmarked date of the Notice of Right to Class Action Settlement Payment. If a Class Member
15 does not deliver the Appeal Form within this 30-Day period, the Class Member has waived whatever
16 right he or she may have had to appeal the Notice of Right to Class Action Settlement Payment. VHA
17 shall provide copies of all Appeal Forms received from Class Members to Class Counsel within seven
18 (7) Days of their receipt.

19 **3.2.3. Resolution of Appeal by Settlement.** VHA and any Class Member who appeals
20 shall first attempt to resolve the appeal informally through the settlement process described in this
21 Subsection. A Class Member shall have the right to be represented during this settlement process by
22

1 counsel or other person chosen as the Class Member's representative, and to have such person make
2 statements on the Class Member's behalf.

3 **3.2.3.1. Scheduling of Settlement Meeting.** Within ten (10) business days of
4 receiving a timely filed Appeal Form, VHA will schedule a meeting between a VHA-designated staff
5 member(s) and the appealing Class Member for the purpose of resolving the appeal. VHA shall confirm
6 the date and time of such meeting in writing to the Class Member, if any, and provide a copy to Class
7 Counsel at the same time. The meeting shall be scheduled for a time and place reasonably convenient to
8 both the Class Member and VHA. VHA will allow those Class Members who no longer reside in Clark
9 County, Washington, to participate in a meeting by telephone. VHA shall make a reasonable effort to
10 schedule all meetings within thirty (30) Days of receipt of the Appeal Form. A Class Member may
11 request to reschedule a meeting for good cause, or if it is needed as a reasonable accommodation for a
12 person with disabilities. Good cause is defined as an unavoidable conflict that affects the health, safety,
13 or welfare of the family. A request to reschedule a meeting must be made orally or in writing prior to
14 the meeting date.

15 **3.2.3.2. Right to Examine Documents.** Before the scheduled meeting a Class
16 Member or his or her representative shall be given an opportunity to examine any VHA documents
17 directly relevant to the appeal. The Class Member shall be allowed to copy any such document at the
18 Class Member's expense. If VHA does not make a document available upon request by the Class
19 Member before the scheduled meeting, VHA may not rely on such document during the meeting or any
20 subsequent appeal.

21 **3.2.3.3. Meeting Report.** At the conclusion of the settlement meeting, VHA shall
22 document the meeting using substantially the form attached as Exhibit L, which will be signed by a
23

1 representative of VHA and the appealing Class Member. A copy of the meeting report shall be given to
2 the Class Member and his or her representative, if any. If a settlement is reached at the meeting, it will
3 be reflected in the meeting report, and the appeal is terminated. If the meeting did not resolve the
4 appeal, the meeting report will state that the appeal has not been resolved and that the Class Member's
5 sole remedy is to submit the appeal for determination by the Court, as described in Subsection 3.2.4.
6 VHA shall provide copies of any meeting reports to Class Counsel within seven (7) Days of the meeting.

7 **3.2.3.4. Termination of Appeal for Failure to Participate.** If a Class Member
8 fails to appear for a meeting at the scheduled or rescheduled time, or the Class Member fails to respond
9 to VHA's attempts to schedule a meeting during the thirty (30) Days after the Appeal Form is received,
10 the Class Member's appeal shall terminate. Within seven (7) Days of such termination, VHA shall mail
11 a letter, in the form of attached Exhibit N, to the Class Member documenting the reason the appeal was
12 terminated and stating that the Class Member's sole remedy is to submit the appeal for determination by
13 the Court, as described in Subsection 3.2.4.1 and 3.2.4.2. VHA shall provide copies of all letters
14 terminating appeals to Class Counsel within seven (7) Days of mailing to the Class Member.

15 **3.2.4. Resolution of Appeal by Court.**

16 **3.2.4.1.** If the settlement process set forth in Subsection 3.2.3 does not resolve the
17 Class Member's appeal, the Class Member may submit the appeal for determination by the Court or
18 magistrate judge designated by the Court to handle such appeals. To minimize the burden on Class
19 Members, many of whom reside in Clark County, Washington, the Court will allow parties to participate
20 in the hearing by telephone, if requested. A Class Member shall perfect the appeal by delivering the
21 form attached hereto as Exhibit M to the Court and to VHA within thirty (30) Days of the date of the
22 meeting report described in Subsection 3.2.3.3 or the termination letter described in Subsection 3.2.3.4.
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1 This time period is mandatory and shall not be extended. If a Class Member does not perfect the appeal
2 within this 30-Day period, the Class Member has waived whatever right he or she may have had to seek
3 a judicial resolution of the appeal and shall be entitled only to the Settlement Share and Settlement
4 Payment, if any, identified in Exhibit F. VHA shall provide copies of any Exhibit M appeal forms
5 received from Class Members to Class Counsel within seven (7) Days of their receipt.

6 **3.2.4.2.** All Class Members must attempt to settle their appeal informally as
7 provided in Subsection 3.2.3 as a condition precedent to a hearing before the Court. If the Class
8 Member shows good cause why the Class Member failed to appear for a meeting or rescheduled meeting
9 or why the Class Member failed to respond to VHA's attempts to schedule a meeting, the Court may
10 waive the requirements of Subsection 3.2.3 and consider the appeal.

11 **3.2.4.3.** In advance of the hearing, VHA will compile a hearing packet containing
12 all documents and the names of any witnesses that VHA intends to present at the hearing. VHA shall
13 provide the hearing packet to the appealing Class Member and to the Court at least fourteen (14) Days
14 before the hearing. The appealing Class Member must provide VHA and the Court with the identities of
15 any witnesses he or she intends to present (other than the appealing Class Member) at least seven (7)
16 Days before the hearing. Any witnesses not timely identified by either party shall not be allowed to
17 provide testimony or evidence at the hearing. VHA may not rely on any documents at the hearing not
18 included in its hearing packet. There will be no formal discovery, except upon application to the Court.

19 **3.2.4.4.** The Court's decision shall be based solely and exclusively upon the facts
20 presented at the hearing. Oral or documentary evidence pertinent to the facts and issues raised by the
21 appeal may be received without regard to admissibility under the rules of evidence applicable to judicial
22 proceedings. To afford Class Members a fair hearing, Class Members shall have the right to present
23

1 evidence and arguments in support of his or her appeal, to controvert evidence relied on by VHA, and to
2 confront and cross-examine all witnesses upon whose testimony or information VHA relies. The burden
3 is on the Class Member to show that there was a material mistake in VHA's records or that there was a
4 mathematical error in determining the Class Member's Settlement Share or Settlement Payment as set
5 forth in Subsections 3.2.1.1 or 3.2.1.3. The burden is on VHA to establish any debts that it previously
6 set off or plans to set off against a Class Member's Settlement Share in an appeal brought pursuant to
7 Subsection 3.2.1.2. The Court shall resolve all factual determinations based on a preponderance of the
8 evidence.

9 **3.2.4.5.** The Court's determination of the appeal shall be final and binding on all
10 parties. There shall be no further right to appeal.

11 **3.3. Disbursement of Settlement Funds by Check.**

12 **3.3.1.** In the absence of an appeal under Subsection 3.2, VHA shall disburse the
13 applicable Settlement Payment as listed on Exhibit F to members of the Damages Class by mailing a
14 check to each Class Member's last known address within sixty (60) Days of its mailing of the Notice of
15 Right to Class Action Settlement Payment. In the event that a Class Member submits an Appeal Form
16 within the 30-Day period set forth above, VHA shall disburse any Settlement Payment owed to a
17 member of the Damages Class within fifteen (15) Days of any settlement of the appeal or, if applicable,
18 within thirty (30) Days of the final determination by the Court. In the case of a termination letter
19 pursuant to Subsection 3.2.3.4, VHA shall issue the applicable Settlement Payment as listed on
20 Exhibit F to the Class Member within fifteen (15) Days after the time for appealing that termination
21 letter has expired under Subsection 3.2.4.1. If the Class Member appeals under Subsection 3.2.4.1,
22 VHA shall disburse the appropriate Settlement Payment within thirty (30) Days of the final
23

1 determination by the Court. VHA shall not disburse a Settlement Payment by check to any Damages
2 Class member whose Notice of Right to Class Action Settlement Payment was returned as
3 undeliverable, without any forwarding address, unless it was able to subsequently locate the Damages
4 Class member.

5 **3.3.2.** All checks will be made payable to the person who was listed on the Public
6 Housing lease or related VHA documents as head of household. Where more than one person was listed
7 on the Public Housing lease or related VHA documents as head of household or co-heads of household,
8 VHA shall make the check payable jointly to all those so listed. If VHA learns that the head of
9 household and co-head of household have divorced and is asked to stop payment and reissue the check
10 solely in the name of only one head of household, it will abide by any property disposition made by a
11 court. If there is no such property disposition, VHA will abide by whatever agreement the head of
12 household and co-head of household have reached. If there is no agreement, VHA shall stop payment
13 on the original check and disburse half the Settlement Payment by check to each co-head of household
14 unless one of them objects in writing and agrees to seek a court order dividing the property otherwise.
15 In that case, VHA shall hold the Settlement Payment until the head of household and co-head of
16 household have secured a court order providing for the disposition of these funds.

17 **3.3.3.** In the event that VHA learns that a member of the Damages Class has died, VHA
18 shall disburse his or her Settlement Payment to the estate, heirs, or successors of the decedent as
19 required by Washington law, including the Small Estates affidavit process of Chapter 11.62 RCW.

20 **3.3.4.** The Parties agree that any payments under this Settlement Agreement do not
21 constitute income as defined in 24 C.F.R. § 5.609 and shall not be considered by VHA when
22 determining any Class Member's income-based rent. The Parties agree that all payments made under
23

1 this Settlement Agreement are best characterized as a refund of rents previously paid in excess of that
2 allowed by federal law and shall not be reported to the IRS by VHA as income.

3 **3.4. No Recoupment or Recovery of Previous Rent Refunds.**

4 **3.4.1.** VHA acknowledges that under HUD guidance and its Admission and Continued
5 Occupancy Policy, the agency cannot require a family to repay an underpayment of rent caused by VHA
6 staff.

7 **3.4.2.** As further consideration for this Settlement Agreement, VHA agrees that it shall
8 not recoup or seek to recover any of the rent refund payments it made to members of the Damages Class
9 in January 2010, February 2010, or March 2011, even though these payments may have exceeded any
10 individual Class Member's Settlement Share.

11 **3.5. Unclaimed Funds.** Any share of the Settlement Fund that would have gone to an
12 individual who opted out of the Damages Class shall revert to VHA. All funds remaining in the
13 Settlement Fund thirty-six (36) months after the Effective Date because VHA has not been able to locate
14 a Damages Class member or because a Damages Class member has not negotiated a check disbursing a
15 Settlement Payment, shall be considered abandoned property belonging to such Class Member, which
16 shall be handled in accordance with the provisions of Chapter 63.29 RCW, the Uniform Unclaimed
17 Property Act.

18 **3.6. Certification of Compliance with Monetary Relief Provisions of Settlement**
19 **Agreement.** Within one hundred fifty (150) Days of the Effective Date, VHA shall file and serve a
20 report or declaration certifying that it has complied with all the provisions of Subsection 3.1 through 3.5
21 of this Settlement Agreement and provide an accounting of all Settlement Payments.

1 **3.7. Non-Monetary Relief.** The following non-monetary relief provisions shall be set forth
2 in the Final Order and Judgment. The non-monetary relief shall apply to both Public Housing and
3 Covered Housing, unless only one is specified, and shall be enforceable by any member of the
4 Declaratory and Injunctive Relief Class. The non-monetary relief is modeled in part on applicable HUD
5 Regulations in effect at the time of execution of this Settlement Agreement. If HUD Regulations are
6 later amended such that they become inconsistent with this relief, VHA shall have the right to seek
7 modification of the non-monetary relief provisions from the Court as appropriate.

8 **3.7.1. Notification of Changes in Public Housing and Covered Housing Inventory.**
9 VHA shall notify Class Counsel of any projects or units that it removes from its Public Housing
10 inventory after the Effective Date within fifteen (15) Days of such occurrence and state whether or not
11 these units should be considered Covered Housing. VHA shall also post a revised Exhibit D on its
12 website on or before the first day of January, April, July, and October of each calendar year listing all
13 those units that remain Covered Housing under the Settlement Agreement and Final Order and
14 Judgment.

15 **3.7.2. Annual Review.** VHA shall review at least annually its Public Housing and
16 Covered Housing utility allowances, taking into consideration any changes in applicable utility rates as
17 well as other relevant factors set forth in applicable HUD Regulations. VHA shall revise these
18 allowances as reasonably required to adhere to the standards set forth in applicable HUD Regulations.
19 As part of its annual review, VHA agrees to adjust these utility allowances to account for all utility rate
20 changes that have occurred since its last utility allowance adjustment. VHA shall post a certification on
21 its website whenever it reviews these utility allowances as required by this Subsection. The certification
22 shall state when the review was completed and what action VHA took as a result of the review,
23

1 including any revisions to these utility allowances and when such revisions shall take effect, and it shall
2 inform residents of their right to inspect VHA records pertaining to such reviews as provided in
3 Subsection 3.7.5.

4 **3.7.3. Revisions as a Result of Rate Changes Between Annual Reviews.** VHA may
5 revise its Public Housing utility allowances for resident-purchased utilities between annual reviews if
6 there is a rate change, and it shall do so if such change, by itself or together with prior rate changes not
7 adjusted for, results in a change of ten (10) percent or more from the rates on which such allowances
8 were based. Adjustments to resident payments as a result of such changes shall be retroactive to the first
9 day of the month following the month in which the last rate change taken into account in such revision
10 became effective.

11 The Parties recognize that generally VHA has no obligation under applicable HUD Regulations
12 to revise its Covered Housing utility allowances between annual reviews. At HUD's direction, however,
13 VHA shall revise the utility allowance schedules for its Covered Housing to correct any errors, or as
14 necessary to update the schedules.

15 **3.7.4. Sixty (60) Days' Notice and Comment Period before Certain Revisions.** For
16 Public Housing utility allowances, VHA shall not establish or revise its estimates of reasonable
17 consumption of utilities by energy-conservative households of modest circumstances without giving at
18 least sixty (60) Days' written notice to all Declaratory and Injunctive Relief Class Members affected by
19 the proposed allowances and revisions and an opportunity to submit written comments during a period
20 expiring not less than thirty (30) Days before the proposed effective date of the allowances or revisions.
21 VHA agrees to consider such comments before making a final decision whether to revise its estimates of
22 reasonable consumption. All written comments shall be retained by VHA and shall be available for
23 inspection by the Declaratory and Injunctive Relief Class Members.

1 The parties acknowledge that VHA has no obligation to give written notice and an
2 opportunity to comment to those residing in its Covered Housing before revising its utility allowance
3 schedules. As a practice, however, VHA does not revise its Section 8 Voucher utility allowances
4 without approval of its Board of Commissioners. The VHA Board of Commissioners allows interested
5 parties to submit written and oral comments before adopting any resolution or taking any board action as
6 part of its routine procedures. Class Members residing in Covered Housing may submit comments to
7 the VHA Board of Commissioners, like any interested party, before the Board of Commissioners makes
8 a final decision whether to revise its utility allowance schedules for such housing.

9 **3.7.5. Recordkeeping and Inspection.** VHA shall maintain a record that documents
10 the basis on which its Public Housing and Covered Housing utility allowances and revisions thereof are
11 established and revised. This record shall include all written notices that VHA has given to Declaratory
12 and Injunctive Relief Class Members of proposed utility allowances and revisions thereof, all utility rate
13 information that the agency collects, all utility usage data that the agency has collected, any engineering
14 methodology it has relied upon, including the basis for all assumptions relied upon by any consultant it
15 has retained, and all written comments submitted by Declaratory and Injunctive Relief Class Members
16 or other program participants or their legal representatives. VHA shall also maintain a record that
17 documents that it has reviewed its Public Housing and Covered Housing utility allowances on an annual
18 basis as provided for in Subsection 3.7.1 or made revisions between annual reviews as required by
19 Subsection 3.7.3. VHA shall permit inspection of these records by any member of the Declaratory and
20 Injunctive Relief Class or his or her legal representative, or by Class Counsel.

21 **3.7.6. Individual Relief.** VHA shall consider requests for individual relief from any
22 Declaratory and Injunctive Relief Class Member residing in Public Housing who incurs utility bills in
23 excess of the applicable utility allowance on any reasonable grounds. Reasonable grounds include

1 special needs of elderly, ill, or disabled residents, or special factors affecting utility use not within the
2 control of the resident. Reasonable grounds do not include utility use that is within the resident's
3 control. VHA agrees that within ninety (90) Days of the Effective Date, it shall amend its Admission
4 and Continued Occupancy Policy to allow Declaratory and Injunctive Relief Class Members residing in
5 Public Housing to request individual relief even though their household does not include a person with
6 disabilities.

7 In addition, VHA shall consider requests for individual relief from any Declaratory and
8 Injunctive Relief Class Member who incurs utility bills in excess of the applicable utility allowance
9 because his or her household includes a person with disabilities. VHA shall approve a utility allowance
10 that is higher than the applicable allowance if a higher utility allowance is needed as a reasonable
11 accommodation to make the program accessible to and usable by the family member with a disability.

12 **3.7.7. Lease Provisions.** VHA agrees that any Public Housing or Covered Housing
13 lease or lease amendment that it enters into while the non-monetary relief provisions remain in effect
14 shall include the following:

15 **3.7.7.1.** A provision stating that the utility allowances shall be determined by VHA
16 in accordance with HUD Regulations and other requirements and that the amounts of the utility
17 allowances are subject to change in accordance with HUD requirements.

18 **3.7.7.2.** A statement of what utilities, services, and equipment are to be supplied
19 by VHA without additional cost, and what utilities and appliances are to be paid for by the tenant.

20 **3.7.7.3.** A provision specifying the amount of the tenant's utility allowance that is
21 in effect at the time the lease or lease amendment is executed, itemized by each tenant-paid utility.

1 **3.7.7.4.** A provision advising the tenant that should he or she incur utility billings
2 in excess of the applicable utility allowance, he or she may seek individual relief as provided in
3 Subsection 3.7.6. The lease shall inform the tenant of the criteria for granting and procedures for
4 requesting such relief.

5 **3.7.7.5.** After the Effective Date, any member of the Declaratory and Injunctive
6 Relief Class who is in good standing with their present lease and who asks shall be given an opportunity
7 to enter into a lease or lease addendum containing these provisions, without having to wait until his or
8 her current lease expires or renews.

9 **3.7.8. Notice of Final Settlement.**

10 **3.7.8.1.** The Parties have agreed to a Notice of Final Settlement, which is attached
11 to this Agreement as Exhibit I. The Notice of Final Settlement shall be subject to approval and/or
12 modification by the Court in the Final Order and Judgment.

13 **3.7.8.2.** Within thirty (30) Days of the Effective Date, VHA shall mail a copy of
14 the Notice of Final Settlement to all known members of the Declaratory and Injunctive Relief Class by
15 first-class USPS mail, postage prepaid, and agrees to conspicuously post a copy of the Notice of Final
16 Settlement at its main office and on its website where it can be readily seen by its residents until such
17 time as the non-monetary relief provisions expire as set forth in Subsection 3.7.10.

18 **3.7.8.3.** VHA agrees to provide a copy of the Notice of Final Settlement to future
19 members of the Declaratory and Injunctive Relief Class who move into Public Housing after the
20 Effective Date at the time they execute their first Public Housing lease.

21 **3.7.9. Annual Compliance Reports.** VHA shall serve an annual report or declaration
22 on Class Counsel and post a copy on its website certifying that it has complied with all the provisions of
23

1 Subsections 3.7.1 through 3.7.8. The first report shall be served and posted by January 31 of the year
2 following the Effective Date. Thereafter, the annual report shall be served and posted for each calendar
3 year by January 31 of the following year.

4 **3.7.10. Duration of Non-Monetary Relief.** The Parties agree that the non-monetary
5 relief provisions set forth in Subsection 3.7 and included in the Final Order and Judgment shall take
6 effect on the Effective Date and remain in effect for a period of forty-eight (48) months thereafter.

7 **3.8. Class Counsel Fees, Costs, and Incentive Payments.** As full settlement of any and all
8 claims for attorneys' fees and costs, including any Class Representative incentive payments, arising out
9 of the Action, VHA shall pay up to, but no more than, one hundred ten thousand dollars (\$110,000.00),
10 subject to approval of the Court.

11 **3.8.1.** In order to effectuate this portion of the settlement, Plaintiffs and Class Counsel
12 intend to seek approval from the Court for an award of attorneys' fees and costs, including incentive
13 payments, not to exceed the amount shown in Subsection 3.8. VHA will not object to Class Counsel's
14 request for attorneys' fees and costs, including incentive payments, if the request does not exceed the
15 amount shown in Subsection 3.8. VHA also will not object to the amount of incentive payments to the
16 Class Representatives, provided that no individual incentive payment exceeds \$2,500.00. The Parties
17 recognize that allocation of this settlement amount among attorneys' fees, costs, and incentive payments
18 is discretionary with the Court.

19 **3.8.2.** Once the Court has ruled on Plaintiffs' request for attorneys' fees and costs,
20 including incentive payments, VHA shall pay any amounts awarded by the Court to Class Counsel
21 within forty-five (45) Days of the Effective Date.

1 **3.9. Total VHA Liability.** The amounts indicated in Subsections 3.1.1 and 3.8 represent the
2 total monetary settlement of all claims, damages awards, costs, and expenses of any nature in the Action.
3 VHA shall not be obligated to pay any additional amount as a result of this settlement to the Releasing
4 Parties, and neither Plaintiffs nor Class Counsel shall seek any monetary amounts, damages, awards,
5 attorneys' fees, costs, or expenses of any nature in excess of the amounts indicated herein. This shall
6 not waive or otherwise affect Plaintiffs' or any Class Members' right to seek specific performance of
7 this Settlement Agreement or the Final Order and Judgment or to recover compensatory damages, court
8 costs, or reasonable attorneys' fees for enforcing this Settlement Agreement or the Final Order and
9 Judgment as provided in Section 11.

10 **4. HUD APPROVAL**

11 The Parties have agreed that approval by HUD of this Settlement Agreement is a condition
12 precedent to this Settlement Agreement and that if HUD does not approve this Settlement Agreement, it
13 will be null and void. VHA has notified HUD of this Settlement Agreement and has obtained HUD's
14 written concurrence to the proposed terms and conditions of the Settlement Agreement as required by
15 HUD Litigation Handbook 1530.1 REV-5.

16 **5. FILING OF ACTION AND WAIVER OF SERVICE**

17 **5.1.** After notification that VHA has obtained HUD approval of the Settlement Agreement
18 and the Parties have executed the Settlement Agreement, Plaintiffs shall commence the Action in the
19 United States District Court for the Western District of Washington at Tacoma by filing their Complaint
20 with a Civil Cover Sheet and paying the required filing fee. Plaintiffs' Counsel shall notify VHA's
21 Counsel when the Action has been commenced and request that VHA waive service of any summons.
22
23

1 **5.2.** VHA agrees to waive service as provided for in Rule 4(d). VHA's Counsel shall execute
2 and return the waiver to Plaintiffs' Counsel within five (5) Days of Plaintiffs' Counsel's request that
3 VHA waive service of any summons.

4 **5.3.** The Parties agree to jointly notify the Court within ten (10) Days of the filing of the
5 Action that a settlement has been reached and ask that all deadlines be stayed pending a preliminary
6 approval hearing.

7 **6. MOTION FOR CERTIFICATION, PRELIMINARY & FINAL APPROVAL**

8 **6.1.** Following the filing of the Action, Plaintiffs shall promptly move for provisional
9 certification of the two Settlement Classes described in Section 2 under Rule 23(c) per the agreement of
10 the Parties and ask that Plaintiffs be appointed as Class Representatives and that Plaintiffs' Counsel be
11 appointed Class Counsel. The Parties shall jointly inform the Court of VHA's agreement stipulating that
12 the two Settlement Classes should be certified solely for purposes of effectuating the settlement and
13 request that the Court certify the Damages Class and Declaratory and Injunctive Relief Class for
14 settlement purposes only in conjunction with the Preliminary Approval Order.

15 **6.2.** The Parties, through their counsel, shall jointly submit this Settlement Agreement to the
16 Court and request the Court to enter the Preliminary Approval Order.

17 **6.3.** Within ten (10) Days of the filing of this Agreement with the Court, VHA shall notify the
18 appropriate state and federal officials of this Agreement pursuant to the Class Action Fairness Act of
19 2005, 28 U.S.C. § 1715.

20 **6.4.** If the settlement contemplated by this Agreement is approved by the Court, after notice to
21 the class and consideration of objections, if any, counsel for the Parties shall request that the Court enter
22 the Final Order and Judgment in the form attached as Exhibit B.

1 **7. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND RIGHT TO OPT OUT**

2 **7.1.** The Parties have agreed to a Notice of Proposed Class Action Settlement and Right to
3 Opt Out, which is attached to this Agreement as Exhibit H. The Parties have further agreed to a
4 standardized cover letter, which is attached to this Agreement as Exhibit H-1, that will provide Class
5 Members with individualized information as to their Settlement Share, if any, the claims, if any, for
6 unpaid rent or other charges due under the Class Member's lease that VHA plans to set off against his or
7 her Settlement Share, and the Class Member's expected Settlement Payment, if any. The Parties have
8 also agreed to a Summary Notice suitable for publication, which is attached to this Agreement as
9 Exhibit G.

10 **7.2.** The Notice of Proposed Class Action Settlement and Right to Opt Out, the standardized
11 cover letter attached as Exhibit H-1, and the Summary Notice shall be subject to approval or
12 modification by the Court in the Preliminary Approval Order.

13 **7.3.** Within thirty (30) Days of the entry of the Preliminary Approval Order, or as specified in
14 the Preliminary Approval Order, VHA shall (1) send Exhibit H-1, together with the Notice of Proposed
15 Class Action Settlement and Right to Opt Out, to each Class Member via first-class USPS mail, postage
16 prepaid, addressed to the last known address for each Class Member; (2) include a copy of the Summary
17 Notice in its Resident Newsletter; and (3) publish a copy of the Summary Notice in a size of at least one-
18 quarter page in *The Columbian* newspaper for three (3) consecutive Days. VHA shall bear all costs
19 incurred in connection with notifying Class Members of the proposed class action settlement and right to
20 opt out. VHA shall also distribute the Summary Notice to its various community partners by email,
21 asking that they post the notice where it may be seen by Class Members. Class Counsel may issue a
22 press release announcing the preliminary approval of the settlement in a form agreed to by VHA.

1 **7.4.** Within thirty (30) Days of the entry of the Preliminary Approval Order, or as specified in
2 the Preliminary Approval Order, VHA and Class Counsel shall post the Summary Notice on each of
3 their websites, with a link to the complete Notice of Proposed Class Action Settlement and Right to Opt
4 Out and other relevant documents until the date of the Fairness Hearing.

5 **7.5.** Class Counsel shall arrange and hold at least two meetings to discuss the Proposed
6 Settlement with Class Members at a location that is reasonably convenient to Class Members. One
7 meeting shall be held during business hours; one meeting shall be held in the evening to accommodate
8 those Class Members who cannot attend the meeting held during business hours. The first meeting shall
9 be held at least seven (7) Days after the Notice of Proposed Class Action Settlement and Right to Opt
10 Out is mailed; the last meeting shall be held at least twenty-eight (28) Days prior to the Fairness
11 Hearing. VHA shall cooperate with Class Counsel in scheduling and publicizing these meetings.

12 **7.6.** When mailing Exhibit H-1 and the Notice of Proposed Class Action Settlement and Right
13 to Opt Out to each Class Member via first-class USPS mail, postage prepaid, addressed to the last
14 known address for each Class Member, VHA shall use a USPS “ADDRESS SERVICE REQUESTED”
15 ancillary service endorsement to request an addressee’s new address and keep track of any change in
16 address and whether the notice was forwarded or returned as undeliverable. The endorsement shall be
17 placed on the envelope in accordance with USPS requirements.

18 **7.7.** In the event that Exhibit H-1 and the Notice of Proposed Class Action Settlement and
19 Right to Opt Out mailed to a Class Member is returned as undeliverable but with a forwarding address,
20 VHA shall mail Exhibit H-1 and the Notice of Proposed Class Action Settlement and Right to Opt Out
21 to the forwarding address. In the event that these documents are returned as undeliverable and without a
22

1 forwarding address, VHA shall notify Class Counsel and provide them with the Class Member's name
2 and mailing information.

3 **8. RIGHT TO OPT OUT OF DAMAGES CLASS**

4 **8.1.** Any member of the Damages Class certified under Rule 23(b)(3) may opt out of the
5 Damages Class in accordance with the provisions of Rule 23(c)(2)(B).

6 **8.2.** The Notice of Proposed Class Action Settlement and Right to Opt Out and the Summary
7 Notice shall explain that the Court will exclude from the Damages Class any member who requests
8 exclusion.

9 **8.3.** Any member of the Damages Class who wishes to exclude himself or herself from the
10 Damages Class shall do so in the manner and by the deadline set forth in the Notice of Proposed Class
11 Action Settlement and Right to Opt Out. No "mass" or "class" requests for exclusions are permitted.

12 **8.4.** Any member of the Damages Class who fails to opt out or exclude himself or herself
13 from the Damages Class as provided in this Section 8 shall waive and forfeit any and all rights he or she
14 may have to exclude himself or herself from the Damages Class, and shall be bound by all terms of this
15 Agreement and by all proceedings, orders, and judgments in the Action.

16 **8.5.** If the total value of the Settlement Shares of Class Members who timely opt out of the
17 Damages Class exceeds fifteen (15) percent of the Settlement Fund, VHA shall have the right to
18 terminate this Settlement Agreement by providing notice of termination to Class Counsel and the Court
19 in writing no later than seven (7) Days after the final deadline for opting out of the Damages Class.

1 **9. OBJECTIONS**

2 **9.1.** The Notice of Proposed Class Action Settlement and Right to Opt Out shall inform Class
3 Members that any Class Member may object to the fairness, reasonableness, or adequacy of this
4 Agreement.

5 **9.2.** The Notice of Proposed Class Action Settlement and Right to Opt Out shall inform Class
6 Members that any Class Member who wishes to object to any aspect of the settlement must file and
7 serve a written statement of the objection(s). The written statement must include (a) a statement of the
8 Class Member's objection(s), as well as the specific reasons for each objection, including any evidence
9 and legal authority the Class Member wishes to bring to the Court's attention and any evidence the Class
10 Member wishes to introduce in support of his or her objection(s); (b) the Class Member's name, address,
11 and telephone number; and (c) information demonstrating that the Class Member is entitled to be
12 included as a member of one of the Settlement Classes. All written objections must be postmarked no
13 later than thirty (30) Days before the Fairness Hearing.

14 **9.3.** The Notice of Proposed Class Action Settlement and Right to Opt Out shall inform Class
15 Members that any Class Member may raise an objection either on his or her own or through an attorney
16 hired at his or her own expense. If a Class Member hires an attorney other than Class Counsel to
17 represent him or her, the attorney must, no later than thirty (30) Days before the Fairness Hearing, file
18 and serve a notice of appearance. Class Members or their attorneys intending to make an appearance at
19 the Fairness Hearing must file and serve a notice of their intention to appear at the hearing, postmarked
20 no later than thirty (30) Days before the Fairness Hearing.

21 **9.4.** The Notice of Proposed Class Action Settlement and Right to Opt Out shall inform Class
22 Members that any Class Member who fails to comply with the provisions of this Section 9 shall waive
23

1 and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound
2 by all terms of this Agreement and by all proceedings, orders, and judgments in the Action.

3 **10. NO ADMISSION OF WRONGDOING**

4 This Agreement, whether or not approved by the Court and effectuated, and any proceedings
5 taken pursuant to it: (a) shall not be offered or received against VHA as evidence of, or construed as or
6 deemed to be evidence of, any presumption, concession, or admission by VHA of the truth of any fact
7 alleged by Plaintiffs or the validity of any claim that had been or could have been asserted in the Action
8 or in any litigation, or the deficiency of any defense that has been or could have been asserted in the
9 Action, or of any liability, negligence, fault, or wrongdoing of VHA, or any admission by VHA of any
10 violations of, or failure to comply with, laws or regulations; and (b) shall not be offered or received
11 against any of the Parties to this Agreement in any other civil, criminal, or administrative action or
12 proceeding, other than as specifically provided for in this Agreement or in such proceedings as may be
13 necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is
14 approved by the Court, the Parties may refer to it and rely upon it to effectuate or enforce its terms.

15 **11. ONGOING JURISDICTION, DISPUTE RESOLUTION, AND ENFORCEMENT OF**
16 **SETTLEMENT AGREEMENT AND FINAL ORDER AND JUDGMENT**

17 **11.1.** This Agreement shall be the sole and exclusive remedy for any and all Settled Claims of
18 Releasing Parties. Upon the Effective Date, each Releasing Party shall be barred from initiating,
19 asserting, or prosecuting against the Released Parties any Settled Claims that are released by operation
20 of this Agreement and the Final Order and Judgment.

21 **11.2.** The Court retains exclusive and continuing jurisdiction over the Action, the Parties, and
22 Class Members to interpret and enforce the terms, conditions, and obligations of this Agreement and the
23 Final Order and Judgment.

1 **11.3.** The Parties will endeavor to resolve in good faith any disagreement, controversy or
2 claim arising between them relating to the interpretation, performance, or operation of this Settlement
3 Agreement and the Final Order and Judgment, or any rights or obligations thereunder. Plaintiffs and
4 Class Members agree that they will consider and reasonably respond to any claim by VHA that it is not
5 able to comply with a particular undertaking specified herein or to any proposal made by VHA to amend
6 or modify any such undertaking. If Plaintiffs or any Class Members adversely impacted identify any
7 failure by VHA to comply with any material term of this Settlement Agreement or the Final Order and
8 Judgment, they shall, through Class Counsel or their own legal representative, promptly notify VHA's
9 Counsel in writing and provide VHA thirty (30) Days from its receipt of such notice to cure the failure,
10 if any. Class Counsel will work in good faith with VHA's Counsel to resolve any noncompliance. The
11 Parties agree to submit any dispute that they cannot resolve on their own to third-party mediation, with
12 each Party to bear one-half of the cost of such mediation. If VHA refuses to submit any dispute to
13 mediation or the Parties are unable to resolve their disagreement after such third-party mediation, any
14 Class Member adversely impacted, through Class Counsel or his or her own legal representative, may
15 file a motion to enforce this Settlement Agreement and/or the Final Order and Judgment and/or seek to
16 hold VHA in civil contempt.

17 **11.4.** In any proceeding brought to enforce this Settlement Agreement or the Final Order and
18 Judgment, the prevailing Party may recover its costs and reasonable attorneys' fees. If any Class
19 Member files a motion for contempt, nothing in this Settlement Agreement shall preclude the Class
20 Member or his or her counsel from making a request to the Court for attorneys' fees and costs associated
21 with the preparation and prosecution of the motion, should he or she prevail.

1 **11.5.** VHA agrees that its agents or employees will not retaliate or threaten to retaliate against
2 any Class Member for invoking his or her rights under the law, this Settlement Agreement, or the Final
3 Order and Judgment. Further, VHA agrees that it will not retaliate against Plaintiffs or Class Members
4 for participating in or being affiliated in any manner with respect to this litigation.

5 **12. TERMINATION OF THIS AGREEMENT**

6 **12.1.** This Agreement is subject to approval by the Court pursuant to Rule 23(e). In the event
7 this Agreement is not approved by the Court, is terminated or modified in any material respect, or fails
8 to become effective for any reason, none of its terms shall be effective or enforceable; the Parties to this
9 Agreement shall be deemed to have reverted to their respective status in the Action as of the date the
10 Action was filed; and except for VHA's waiver of service as provided for in Rule 4(d), the Parties shall
11 proceed in all respects as if this Agreement and any related orders had not been entered. In the event
12 this Agreement is terminated, VHA shall serve an answer as required by Rule 12 within twenty-one (21)
13 Days of the termination of the Agreement.

14 **12.2.** Class certification under this Agreement is for purposes of settlement only, and nothing
15 in the settlement or this Agreement may be deemed an admission for any purpose other than settlement.
16 If the settlement is not approved by the Court and does not go into effect, the Parties shall be returned to
17 their relative positions prior to class certification. Further, in the event the settlement or this Agreement
18 is terminated or modified in any material respect, VHA shall be deemed not to have waived, modified,
19 or be estopped from asserting any additional defenses available to it.

20 **12.3.** The performance of this Agreement is expressly contingent upon entry of the Final Order
21 and Judgment in the form agreed to by the Parties. If the Court fails to issue the Final Order and
22 Judgment in the form agreed to by the Parties or if the Final Order and Judgment is not consistent with
23

1 the terms of this Agreement, either Party may give notice, within ten (10) Days of entry of the Court's
2 final order regarding this Agreement, that this Agreement is therefore terminated.

3 **12.4.** If this Agreement is terminated pursuant to this Section 12, it will have no force or effect
4 whatsoever, shall be null and void, and will not be admissible as evidence for any purpose in any
5 pending or future litigation in any jurisdiction. Nothing in this Agreement should be construed to
6 operate as a waiver or concession by any of the Parties should this Agreement terminate.

7 **13. PUBLICITY**

8 **13.1.** No Party shall initiate any publicity relating to or make any public comment regarding
9 this settlement until the Court has issued the Final Order and Judgment, except as provided above.

10 **13.2.** The Parties will work together to draft an appropriate joint press release and issue the
11 joint press release within seventy-two (72) hours after the entry of the Final Order and Judgment. If the
12 Parties cannot reach agreement on the content of the press release, they will submit the dispute to the
13 Court, whose ruling will be final and binding.

14 **14. MISCELLANEOUS**

15 **14.1.** Each Party voluntarily submits to the jurisdiction of the United States District Court for
16 the Western District of Washington at Tacoma for the purposes of this Action.

17 **14.2.** VHA waives any defense related to sovereign immunity under the Eleventh Amendment
18 of the United States Constitution.

19 **14.3.** This Agreement, including all attached exhibits, shall constitute the entire Agreement
20 amongst the Parties with regard to the subject matter of this Agreement and shall supersede any previous
21 agreements and understandings between the Parties, except for the Tolling Agreement that the Parties
22 executed on April 23, 2010.

1 **14.4.** This Agreement may not be changed, modified, or amended except in writing signed by
2 Plaintiffs' Counsel and VHA's Counsel, subject to Court approval if required.

3 **14.5.** Each Party represents and warrants that it enters into this Agreement of his, her, or its
4 own free will. Each Party is relying solely on his, her, or its own judgment and knowledge and is not
5 relying on any statement or representation made by any other Party or any other Party's agents or
6 attorneys concerning the subject matter, basis, or effect of this Agreement.

7 **14.6.** This Agreement has been negotiated at arm's length by Plaintiffs' Counsel and VHA's
8 Counsel. In the event of any dispute arising out of this Agreement, or in any proceeding to enforce any
9 of the terms of this Agreement, no Party shall be deemed to be the drafter of this Agreement or of any
10 particular provision or provisions, and no part of this Agreement shall be construed against any Party on
11 the basis of that Party's identity as the drafter of any part of this Agreement.

12 **14.7.** The Parties agree to cooperate fully and to take all additional action that may be
13 necessary or appropriate to secure final approval of the Settlement Agreement and to give full force and
14 effect to the basic terms and intent of this Agreement.

15 **14.8.** The Parties waive any right to appeal from the Final Order and Judgment, provided the
16 Final Order and Judgment is issued in the form agreed to by the Parties.

17 **14.9.** This Agreement shall be binding upon and inure to the benefit of Class Members, the
18 Parties, the Releasing Parties, and the Released Parties, and their respective representatives, heirs,
19 successors, and assigns.

20 **14.10.** The headings of the Sections and Subsections of this Agreement are included for
21 convenience only and shall not be deemed to constitute part of this Agreement or to affect its
22 construction.

1 **14.11.** This Agreement shall be construed in accordance with the laws of the State of
2 Washington.

3 **14.12.** If after approval of the Settlement Agreement and entry of the Final Order and Judgment,
4 any provision, paragraph, Section, Subsection, or other portion of this Agreement is found to be void, all
5 of the remaining provisions of this Agreement shall remain in full force and effect.

6 **14.13.** Any notice, instruction, court filing, report, or other document to be given by any Party
7 to any other Party shall be in writing and delivered personally or sent by email, first-class USPS mail,
8 postage prepaid, or overnight delivery service, to the respective representatives identified below or to
9 other recipients as the Court may specify. As of the date of this Agreement, these respective
10 representatives are as follows:

11 For the Settlement Classes:

12 Columbia Legal Services
13 711 Capitol Way, #304
14 Olympia, Washington 98501
15 Attn: Gregory D. Provenzano
16 Greg.Provenzano@columbialegal.org


17 For Vancouver Housing Authority:

18 Adrian Urquhart Winder
19 Foster Pepper PLLC
20 1111 Third Avenue, Suite 3400
21 Seattle, Washington 98101
22 WindA@foster.com

23 **14.14.** The signatories to this Agreement represent that they have been duly authorized to
24 execute this Agreement on behalf of the Parties they purport to represent.

14.15. This Agreement may be executed by the Parties in one or more counterparts, each of
which shall be deemed an original but all of which together shall constitute one and the same instrument.


1 Dated: Feb 11th, 2015


Annie McCullum

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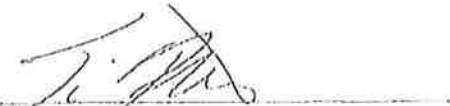
4 Dated: Feb. 11th, 2015


Nancy Runney

5

6

7 Dated: Feb 11th, 2015


Tami Romero

8

9

10

Columbia Legal Services

11 Dated: February 11th, 2015


Gregory D. Provenzano, WSBA #12794
Attorneys for Plaintiffs

12

13

Perkins Cole LLP

14 Dated: FEBRUARY 16, 2015


Brendan Peters, WSBA #34490
Attorneys for Plaintiffs

15

16

Vancouver Housing Authority

17 Dated: march 9, 2015


Roy Johnson, Executive Director

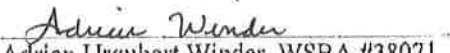
18

19

Foster Popper PLLC

20

21 Dated: March 9, 2015


Adrian Urquhart Winder, WSBA #38071
Attorneys for Defendant VHA

22

23

24 SETTLEMENT AGREEMENT - 42

Columbia Legal Service
711 Capitol Way S #30
Olympia, WA 9850
(360) 943-626
(360) 754-4578 (fax)

Exhibit A

Honorable _____

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ANNIE McCULLUMN, NANCY RAMEY
and TAMI ROMERO, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

VANCOUVER HOUSING AUTHORITY,

Defendant.

CLASS ACTION

No.

[PROPOSED] ORDER PROVISIONALLY
CERTIFYING SETTLEMENT CLASSES,
PRELIMINARILY APPROVING PROPOSED
CLASS ACTION SETTLEMENT, APPROVING
CONTENT AND METHOD OF PROVIDING
CLASS NOTICE, AND SETTING SCHEDULE FOR
HEARING ON FINAL SETTLEMENT APPROVAL
AND ATTORNEYS' FEE AWARD AND
EXPENSES

This matter came before the Court for consideration of the Plaintiffs' Motion for Provisional Certification of the Settlement Classes and Preliminary Approval of the Proposed Class Action Settlement ("Motion") made by Plaintiffs Annie McCullumn, Nancy Ramey, and Tami Romero. The Defendant Vancouver Housing Authority ("VHA") has informed the Court that VHA is not opposed to the Motion.

1 The Court, having considered the Motion, the declarations filed in support of the Motion, the
2 Settlement Agreement with its exhibits, and all other matters properly before the Court, HEREBY
3 ORDERS THE FOLLOWING:

4 1. Pursuant to Federal Rule of Civil Procedure 23(c), the Court will provisionally certify
5 both proposed Settlement Classes for settlement purposes only.

6 2. The Damages Class is being provisionally certified under Federal Rule of Civil
7 Procedure 23(b)(3) and shall be defined as all adult heads of household who (a) executed a lease and
8 resided in Public Housing owned by VHA between April 1, 2004 and April 30, 2011; (b) paid an
9 income-based or minimum rent; and (c) were responsible for tenant-paid utilities. The Court makes the
10 following preliminary findings of fact and conclusions of law regarding the Damages Class (for
11 settlement purposes only):

12 a. The Damages Class is sufficiently definite;

13 b. The Damages Class consists of more than nine hundred households and is so numerous
14 that joinder of all members of the Damages Class is impracticable;

15 c. There are questions of law and fact common to the members of the Damages Class;

16 d. The proposed Class Representatives for the Damages Class are Annie McCullumn and
17 Nancy Ramey. Their claims are typical of the claims of the members of the Damages Class;

18 e. Plaintiffs Annie McCullumn and Nancy Ramey and their counsel have fairly and
19 adequately represented and protected the interests of the Damages Class and will continue to do so;

20 f. Questions of law or fact common to Damages Class members predominate over any
21 questions affecting only individual members, and a class action is superior to other available methods
22 for fairly and efficiently adjudicating this controversy, in that:
23

1 i. Members of the Damages Class do not have an overriding interest in individually
2 controlling the prosecution of separate actions;

3 ii. The economic damages suffered by individual Damages Class members are
4 modest compared to the expense and burden of individual litigation, making it impractical for
5 individual class members to seek redress for the alleged violations;

6 iii. No other litigation concerning this controversy has been commenced by any
7 Damages Class member;

8 iv. Concentration of litigation is desirable so that all claims can be resolved in one
9 forum; and

10 v. A class action under Federal Rule of Civil Procedure 23(b)(3) can be maintained
11 here without undue difficulty;

12 g. Plaintiffs Annie McCullum and Nancy Ramey have standing, will adequately represent the
13 Damages Class, have no conflict of interests with Class Members, and should be appointed Class
14 Representatives for the Damages Class; and

15 h. Columbia Legal Services and its attorneys are qualified, competent counsel with sufficient
16 resources, who have fairly and adequately represented the interests of the Damages Class, will continue
17 to do so, and should be appointed Class Counsel for the Damages Class.

18 3. The Declaratory and Injunctive Relief Class is being provisionally certified under Federal
19 Rule of Civil Procedure 23(b)(2) and shall be defined as all adult heads of households who (a) executed
20 a lease and currently reside in Public Housing or Covered Housing owned by VHA at the time the Court
21 enters a Final Order and Judgment, or who will execute a lease and reside in Public Housing when the
22 non-monetary relief provisions of Subsection 3.7 of the Settlement Agreement remain in effect; (b) pay
23 or will pay an income-based or minimum rent; and (c) are or will be responsible for tenant-paid utilities.

1 The Court makes the following preliminary findings of fact and conclusions of law regarding the
2 Declaratory and Injunctive Relief Class (for settlement purposes only):

3 a. The Declaratory and Injunctive Relief Class is sufficiently definite;

4 b. The Declaratory and Injunctive Relief Class consists of more than four hundred fifty
5 households and is so numerous that joinder of all members of the Declaratory and Injunctive Relief
6 Class is impracticable;

7 c. There are questions of law and fact common to the members of the Declaratory and
8 Injunctive Relief Class;

9 d. The proposed Class Representatives for the Declaratory and Injunctive Relief Class are
10 Nancy Ramey and Tami Romero. Their claims are typical of the claims of the members of the
11 Declaratory and Injunctive Relief Class;

12 e. Plaintiffs Nancy Ramey and Tami Romero and their counsel have fairly and adequately
13 represented and protected the interests of the Declaratory and Injunctive Relief Class and will continue
14 to do so;

15 f. The alleged acts or omissions of Defendant VHA which are at issue in this litigation
16 apply generally to the Declaratory and Injunctive Relief Class, so that final injunctive relief or
17 corresponding declaratory relief is appropriate with respect to the Declaratory and Injunctive Relief
18 Class as a whole;

19 g. Plaintiffs Nancy Ramey and Tami Romero have standing, will adequately represent the
20 Declaratory and Injunctive Relief Class, have no conflict of interests with Class Members, and should be
21 appointed Class Representatives for the Declaratory and Injunctive Relief Class; and

22 h. Columbia Legal Services and its attorneys are qualified, competent counsel with
23 sufficient resources, who have fairly and adequately represented the interests of the Declaratory and
24

1 Injunctive Relief Class, will continue to do so, and should be appointed Class Counsel for the
2 Declaratory and Injunctive Relief Class.

3 4. The Court finds that the Settlement Agreement was the result of serious, informed, non-
4 collusive, protracted, and arm's-length negotiations between competent counsel assisted by the Hon.
5 Terrence Carroll (ret.); that it falls within the range of reasonableness; and that it treats all Class
6 Members fairly. The Settlement Agreement appears to the Court on its face to be fair, adequate, and
7 reasonable. The Court therefore grants preliminary approval of the Settlement Agreement, and its terms
8 are conditionally approved, subject to final approval at the Fairness Hearing.

9 5. The Court, for purposes of this Order, adopts the definitions set forth in the Settlement
10 Agreement. All capitalized terms in this Order shall have the same meaning as in the Settlement
11 Agreement.

12 6. The Court approves the proposed method of dissemination of notice set forth in the
13 Settlement Agreement. The Court approves the content and distribution of the Notice of Proposed Class
14 Action Settlement and Right to Opt-Out with a standardized cover letter (attached hereto as Exhibits 1
15 and 2, respectively) and the Summary Notice (attached hereto as Exhibit 3). These documents and the
16 method of dissemination of notice meet the requirements of due process and Federal Rules of Civil
17 Procedure 23(c)(2) and 23(e)(1) and are reasonable and the best notice that is practicable under the
18 circumstances. The Notice of Proposed Class Action Settlement and Right to Opt-Out, standardized
19 cover letter, and Summary Notice provide the members of the proposed classes with the information
20 necessary to make an informed decision as to whether they should exclude themselves from the
21 proposed Settlement Classes or object to the approval of the proposed Settlement Agreement. The
22 Notice of Proposed Class Action Settlement and Right to Opt-Out shall be mailed with the standardized
23 cover letter to Class Members within thirty (30) Days of the date of this Order, as set forth in the
24

1 Settlement Agreement. The Summary Notice shall be published in VHA's Resident Newsletter and *The*
2 *Columbian* newspaper and posted by both VHA and Class Counsel on their respective websites, as set
3 forth in the Settlement Agreement.

4 7. Class Counsel shall hold at least two meetings for Class Members as set forth in the
5 Settlement Agreement to discuss the terms and conditions of the proposed settlement and their right to
6 opt out or exclude themselves from the Damages Class, to object to the proposed settlement, and to
7 appear at the Fairness Hearing.

8 8. VHA shall notify the appropriate federal and state officials pursuant to the Class Action
9 Fairness Act of 2005, 28 U.S.C. § 1715.

10 9. Any member of the Damages Class who wishes to opt out or exclude him or herself from
11 the Damages Class to retain his or her right to bring a separate action against VHA shall send a
12 completed Opt-Out Form (attached to the Notice of Proposed Class Action Settlement and Right to Opt-
13 Out) by first-class mail, postage prepaid, to Class Counsel, postmarked no later than thirty (30) Days
14 before the Fairness Hearing. Any member of the Damages Class who fails to opt out or exclude him or
15 herself from the Damages Class by this deadline shall waive and forfeit any and all rights he or she may
16 have to opt out or be excluded from the Damages Class, and shall be bound by all terms of the
17 Settlement Agreement and by all proceedings, orders, and judgments in this Action.

18 10. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of
19 the Settlement Agreement must send a written statement setting forth his or her objection(s) by first-
20 class mail, postage prepaid, to the Court, Class Counsel, and VHA's Counsel, postmarked no later than
21 thirty (30) Days before the Fairness Hearing. The written statement must include (a) the Class
22 Member's name, address, and telephone number; (b) information demonstrating that the party objecting
23 is a member of one of the Settlement Classes; (c) the reasons why the Class Member objects to the
24

1 settlement; and (d) any evidence and legal authority the Class Member wishes to bring to the Court's
2 attention in support of his or her objection(s).

3 11. Class Members may raise an objection either on their own or through an attorney hired at
4 their own expense, but a Class Member's hiring of an attorney shall not extend any of the deadlines set
5 forth in this Order. If a Class Member hires an attorney other than Class Counsel to represent him or
6 her, the attorney must, no later than thirty (30) Days before the Fairness Hearing, file and serve a notice
7 of appearance. Class Members or their attorneys intending to appear and speak at the Fairness Hearing
8 must send a notice of their intention to do so by first-class mail, postage prepaid, to the Court, Class
9 Counsel, and VHA's Counsel, postmarked no later than thirty (30) Days before the Fairness Hearing.

10 12. Any Class Member who fails to comply with paragraphs 10 through 11 above shall waive
11 and forfeit any and all rights he or she may have to object to the settlement or to speak at the Fairness
12 Hearing.

13 13. The Parties shall file any responses to objections no later than seven (7) Days before the
14 Fairness Hearing.

15 14. The motion for approval of Class Counsel's attorneys' fees and costs, including Class
16 Representative incentive payments, if any, shall be filed with the Court and posted on Columbia Legal
17 Services' website no later than sixty (60) Days before the Fairness Hearing. Any objections or
18 opposition to this motion shall be filed with the Court no later than thirty (30) Days before the Fairness
19 Hearing. Any reply in support of this motion shall be filed with the Court no later than seven (7) Days
20 before the Fairness Hearing.

21 15. The Fairness Hearing shall be conducted on _____, at _____. The Fairness
22 Hearing shall take place in Courtroom __, at the United States District Court for the Western District of
23 Washington at Tacoma, 1717 Pacific Avenue, Tacoma, Washington 98402-3200. At the Fairness
24

Hearing, the Court will consider whether to: (a) grant final certification of the Settlement Classes; (b) sustain or overrule any objections to the proposed settlement; (c) approve the settlement as final, fair, reasonable, adequate and binding on all Class Members (other than opt-outs); (d) approve the payment of reasonable attorneys' fees and costs for Class Counsel and incentive payments to the Class Representatives, if any, pursuant to Subsection 3.8 of the Settlement Agreement; (e) order the release of all Class Members' claims pursuant to Section 11 of the Settlement Agreement with prejudice; and (f) enter the Final Order and Judgment in accordance with the Settlement Agreement.

16. Pending further orders by this Court, all proceedings and case scheduling deadlines in this Action, other than proceedings pursuant to this Order, shall be and hereby are stayed.

17. If the Settlement Agreement is not finally approved, or if the Effective Date does not occur for any reason, (1) the preliminary findings of fact and conclusions of law set forth in this Order shall be of no further force or effect; (2) the provisions of the Settlement Agreement pertaining to termination will apply; and (3) the Parties shall jointly request a status conference with the Court to establish a case schedule.

DATED this ____ day of _____, 2015.

Honorable _____

Presented by:

COLUMBIA LEGAL SERVICES

PERKINS COIE LLP

Gregory D. Provenzano, WSBA No. 12794
Merf Ehman, WSBA No. 29231
Attorneys for Plaintiffs

Brendan Peters, WSBA No. 34490
Kaustuv M. Das, WSBA No. 34411
Attorneys for Plaintiffs

Exhibit B

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The Honorable _____

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ANNIE McCULLUMN, NANCY RAMEY
and TAMI ROMERO, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

VANCOUVER HOUSING AUTHORITY,

Defendant.

CLASS ACTION

No.

[PROPOSED] ORDER
AND JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, AWARDED
ATTORNEYS' FEES AND INCENTIVE
PAYMENTS, AND ENTERING
INJUNCTIVE RELIEF

Plaintiffs Annie McCullumn, Nancy Ramey, and Tami Romero and Defendant Vancouver Housing Authority (“VHA”) have submitted their Settlement Agreement seeking to settle this class action, subject to court approval. On _____, the Court entered an order preliminarily approving the settlement, conditionally certifying two Settlement Classes, and authorizing a plan pursuant to which notice of the Settlement Agreement would be given to members of the proposed Settlement Classes (“Preliminary Approval Order”).

1 Having considered the Settlement Agreement, the papers submitted by the parties in
2 connection with the preliminary approval and final approval of the Settlement Agreement,
3 objections to the settlement by Class Members, if any, and the arguments of counsel at the
4 Fairness Hearing held on _____, the Court hereby enters the following findings of fact
5 and conclusions of law, grants final approval of the Settlement Agreement pursuant to Federal
6 Rule of Civil Procedure 23(e), and enters judgment accordingly.

7 **I. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

8 The Court makes the following findings of fact and conclusions of law:

9 1. This Final Order and Judgment incorporates by reference the definitions in the
10 Settlement Agreement (on file with the Court as _____). All capitalized terms used
11 herein shall have the same meanings set forth in the Settlement Agreement.

12 **A. Jurisdiction**

13 2. The Court has subject matter jurisdiction over the claims in this case and personal
14 jurisdiction over the Parties, including all Class Members, pursuant to 42 U.S.C. § 1983,
15 28 U.S.C. § 1331, and 28 U.S.C. § 1367. VHA has waived any defense related to sovereign
16 immunity under the Eleventh Amendment of the United States Constitution solely for purposes
17 of this Action.

18 **B. Damages Class**

19 3. The Court provisionally certified solely for settlement purposes under Federal
20 Rule of Civil Procedure 23(b)(3) a Damages Class consisting of all adult heads of household
21 who (a) executed a lease and resided in Public Housing owned by VHA between April 1, 2004
22 and April 30, 2011; (b) paid an income-based or minimum rent; and (c) were responsible for
23 tenant-paid utilities.

24 4. For purposes of settlement only, the Court finds that:

25 (a) The Damages Class is sufficiently definite;

1 (b) The Damages Class consists of nearly nine hundred individual members
2 and is so numerous that joinder of all members is impracticable;

3 (c) There are questions of law or fact common to the Damages Class;

4 (d) Plaintiffs Annie McCullumn and Nancy Ramey assert claims that are
5 typical of the claims of members of the Damages Class; they have standing; they have
6 fairly and adequately protected the interests of the Damages Class; and they have no
7 conflict of interests with Damages Class members;

8 (e) The Court provisionally appointed Columbia Legal Services as Class
9 Counsel pursuant to Federal Rule of Civil Procedure 23(g). Columbia Legal Services is
10 qualified, competent counsel, with sufficient resources, who have fairly and adequately
11 represented the interests of the Damages Class, will continue to do so, and are able to
12 represent the Damages Class in connection with the proposed Settlement;

13 (f) The Class Representatives and Class Counsel have fairly and adequately
14 represented and protected the interests of the Damages Class in connection with the
15 proposed Settlement; and

16 (g) Questions of law or fact common to Damages Class members predominate
17 over questions affecting only individual members, and a class action is superior to other
18 available methods for fairly and efficiently adjudicating this controversy, in that:

19 (i) Members of the Damages Class do not have an overriding interest
20 in individually controlling the prosecution of separate actions;

21 (ii) The economic damages suffered by individual Damages Class
22 members are modest compared to the expense and burden of individual litigation,
23 making it impractical for individual class members to seek redress for the alleged
24 violations;

25 (iii) No other litigation concerning this controversy has been
26 commenced by any Damages Class member;

1 (iv) Concentration of litigation is desirable so that all claims can be
2 resolved in one forum; and

3 (v) A class action under Federal Rule of Civil Procedure 23(b)(3), for
4 purposes of settlement only, can be maintained here without undue difficulty.

5 5. The Court finds and rules that the Damages Class should be finally certified for
6 settlement purposes only.

7 **C. Declaratory and Injunctive Relief Class**

8 6. The Court provisionally certified solely for settlement purposes under Federal
9 Rule of Civil Procedure 23(b)(2) a Declaratory and Injunctive Relief Class consisting of all adult
10 heads of households who (a) executed a lease and currently reside in Public Housing or Covered
11 Housing owned by VHA or who will execute a lease and reside in Public Housing when the non-
12 monetary relief provisions set forth below remain in effect; (b) pay or will pay an income-based
13 or minimum rent; and (c) are or will be responsible for tenant-paid utilities.

14 7. For purposes of settlement only, the Court finds that:

15 (a) The Declaratory and Injunctive Relief Class is sufficiently definite;

16 (b) The Declaratory and Injunctive Relief Class consists of more than three
17 hundred households and is so numerous that joinder of all members is impracticable;

18 (c) There are questions of law or fact common to the Declaratory and
19 Injunctive Relief Class;

20 (d) Plaintiffs Nancy Ramey and Tami Romero assert claims that are typical of
21 the claims of the members of the Declaratory and Injunctive Relief Class; they have
22 standing; they have fairly and adequately protected the interests of the Declaratory and
23 Injunctive Relief Class; and they have no conflict of interests with Declaratory and
24 Injunctive Relief Class members;

25 (e) The Court provisionally appointed Columbia Legal Services as Class
26 Counsel pursuant to Federal Rule of Civil Procedure 23(g). Columbia Legal Services is

1 qualified, competent counsel, with sufficient resources, who have fairly and adequately
2 represented the interests of the Declaratory and Injunctive Relief Class, will continue to
3 do so, and are able to represent the Declaratory and Injunctive Relief Class in connection
4 with the proposed Settlement; and

5 (f) The alleged acts or omissions of VHA which are at issue in this litigation
6 apply generally to the Declaratory and Injunctive Relief Class, so that final injunctive
7 relief or corresponding declaratory relief is appropriate respecting the Declaratory and
8 Injunctive Relief Class as a whole.

9 8. The Court finds and rules that the Declaratory and Injunctive Relief Class should
10 be finally certified for settlement purposes only.

11 **D. Notice to Settlement Classes and Opportunity to Opt Out or Object**

12 9. As demonstrated by the declaration(s) of _____ and the exhibits
13 thereto, VHA has provided notice to Class Members in the manner and form approved by the
14 Preliminary Approval Order and as set forth in the Settlement Agreement. The notice plan, as
15 implemented, meets the requirements of due process and was reasonable under the
16 circumstances. The Court finds that the notice fully and accurately informed the Class Members
17 of all material elements of the proposed Settlement Agreement and of their right to opt out or
18 exclude themselves from the Damages Class and for all Class Members to object to the
19 settlement. The notice was the best practicable under the circumstances, provided valid, due, and
20 sufficient notice to all Class Members, and complied fully with the Preliminary Approval Order,
21 the Federal Rules of Civil Procedure, the constitutional requirements of due process under state
22 and federal law, and other applicable law.

23 10. As demonstrated by the declaration(s) of _____ and the
24 exhibits thereto, VHA notified the appropriate federal and state officials pursuant to the Class
25 Action Fairness Act of 2005, 28 U.S.C. § 1715.
26

1 11. Class Counsel held two meetings for Class Members as required by the
2 Preliminary Approval Order and Settlement Agreement. During these meetings, Class Members
3 had a full opportunity to ask questions about the terms and conditions of the proposed settlement
4 and their right to exclude themselves from the Damages Class, to object to the proposed
5 settlement, or to appear at the Fairness Hearing.

6 12. Members of the Damages Class had full and informed opportunity to exclude
7 themselves from the Damages Class and otherwise opt out of this lawsuit. Those individuals
8 who have properly opted out of the Damages Class are shown on Attachment 1.

9 **E. Fairness and Adequacy of the Settlement Agreement**

10 13. The Court has determined that a full opportunity has been given to the members of
11 both Settlement Classes to be heard in favor and in opposition to the terms of the Settlement
12 Agreement and to Class Counsel's request for attorneys' fees and costs, including Class
13 Representative incentive payments, and to otherwise participate in the Fairness Hearing held on
14 _____.

15 14. The Court has considered all submissions and arguments provided by Class Members
16 favoring approval of the Settlement Agreement and Class Members objecting to the settlement, as
17 well as the Parties' response to those objections. The Court finds that none of the objections warrant
18 disapproval of the Settlement Agreement, and all such objections are therefore specifically overruled.

19 15. The Court has carefully considered all the papers, evidence, and arguments before
20 it and has made its independent judgment that: (1) Plaintiffs and Class Members face significant
21 risks if this litigation were to proceed; (2) the possibility of a greater ultimate recovery is
22 speculative and any such recovery would only occur after considerable expense and delay;
23 (3) the terms of the Settlement Agreement provide substantial and meaningful benefits to both
24 Settlement Classes; (4) the settlement is the product of meaningful investigation into the facts and
25 circumstances surrounding VHA's annual review and adjustment of its Public Housing utility
26 allowances; (5) the settlement negotiations were protracted and conducted at arm's-length by

1 experienced counsel on both sides, including a full-day mediation under the direction of the Hon.
2 Terrence Carroll (ret.), and without any collusion; (6) the reaction by the Settlement Classes has
3 been in favor of the settlement; (7) experienced Plaintiffs' Counsel as well as Class Counsel
4 support the settlement; and (8) the United States Department of Housing and Urban
5 Development ("HUD") has approved the Settlement Agreement.

6 16. Having considered the foregoing, as well as the number of objections; the costs,
7 risks, and delays of continued litigation versus the benefits provided by the settlement; and based
8 on this Court's knowledge of this Action, the Court finds and concludes that the settlement is in
9 the best interests of the Settlement Classes and is fair, reasonable, and adequate as to all Class
10 Members.

11 **F. Attorneys' Fees, Costs, and Incentive Payments**

12 17. The Court has considered the request of Class Counsel for an award of
13 attorneys' fees and costs, including Class Representative incentive payments, as well as any
14 objections to such requests.

15 18. The Court finds that Class Counsel should receive an award of reasonable
16 attorneys' fees and costs in this matter in the amount of _____. This amount of fees
17 and costs is reasonable based upon the time and effort expended, the experience of counsel, their
18 lodestar calculations, and the results obtained. The costs they seek are recoverable and
19 reasonable.

20 19. The Court also finds that incentive payments in the amount of _____ to
21 Annie McCullum; in the amount of _____ to Nancy Ramey; and in the amount of
22 _____ to Tami Romero are appropriate here given (1) the risk to the Class
23 Representatives in commencing this action, both financial and otherwise; (2) the amount of time
24 and effort spent by the Class Representatives; (3) the duration of this dispute; and (4) the
25 personal benefit, or lack thereof, enjoyed by the Class Representative as a result of the litigation.
26

1 The Court finds that the requested incentive payments are fair and proportional and fall within
2 the range of incentive payments approved in comparable cases.

3 **II. ORDER**

4 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

5 **A. Final Approval of Settlement Agreement and Certification of Settlement Classes**

6 20. **Final Approval and Adoption of Settlement Agreement.** The terms of the
7 Settlement Agreement (filed with the Court as _____) are granted final approval, are
8 confirmed as fair, reasonable, and adequate, are adopted by this Court as though fully set forth
9 herein, and are binding on Plaintiffs, all Class Members, and VHA.

10 21. **Final Certification of Settlement Classes.** The Court, pursuant to Federal Rule
11 of Civil Procedure 23(c) and for purposes of settlement only, hereby makes final its provisional
12 certification of the two Settlement Classes.

13 (a) **Damages Class.** The Damages Class is certified under Federal Rule of
14 Civil Procedure 23(b)(3) and defined to include all adult heads of household who
15 (a) executed a lease and resided in Public Housing owned by VHA between April 1, 2004
16 and April 30, 2011; (b) paid an income-based or minimum rent; and (c) were responsible
17 for tenant-paid utilities. The members of the Damages Class are known and consist of
18 908 individuals. All members of the Damages Class are bound by all terms of the
19 Settlement Agreement and by all proceedings and orders in this Action. The opt-outs
20 listed on Attachment 1 are free, if they choose, to pursue any claims they may have
21 against Defendant VHA and are not bound by, and will not receive any of the benefits of,
22 the terms of this Final Order and Judgment or the Settlement Agreement.

23 (b) **Declaratory and Injunctive Relief Class.** The Declaratory and
24 Injunctive Relief Class is certified under Federal Rule of Civil Procedure 23(b)(2) and
25 defined to include all adult heads of households who (a) executed a lease and currently
26 reside in Public Housing or Covered Housing owned by VHA or who will execute a lease

1 and reside in Public Housing when the non-monetary relief provisions set forth below
2 remain in effect; (b) pay or will pay an income-based or minimum rent; and (c) are or
3 will be responsible for tenant-paid utilities.

4 22. **Class Representatives.** Plaintiffs Annie McCullumn and Nancy Ramey are
5 appointed Class Representatives for the Damages Class. Plaintiffs Nancy Ramey and Tami
6 Romero are appointed Class Representatives for the Declaratory and Injunctive Relief Class. All
7 Class Representatives are appointed solely for settlement purposes.

8 23. **Class Counsel.** Columbia Legal Services is appointed Class Counsel to represent
9 both the Damages Class and the Declaratory and Injunctive Relief Class in connection with the
10 settlement.

11 **B. Monetary Relief for Damages Class Members**

12 24. **Settlement Fund and Settlement Payments.** VHA shall pay a settlement
13 amount of \$488,824.02 from which it shall disburse Settlement Payments by check to members
14 of the Damages Class and offset debts owed to VHA by members of the Damages Class in
15 accordance with the provisions of the Settlement Agreement and Exhibit F thereto.

16 25. **Notice of Right to Class Action Settlement Payment.** VHA shall disseminate a
17 Notice of Right to Class Action Settlement Payment, attached hereto as Attachment 4, to each
18 member of the Damages Class within thirty (30) Days of the Effective Date using the procedures
19 set forth in Subsection 3.1.6 of the Settlement Agreement.

20 26. **Appeals of Notice of Right to Class Action Settlement Payment.** Damages
21 Class Members' substantive appeal rights and the procedures for appeal of the Notice of Right to
22 Class Action Settlement Payment are set forth in Subsection 3.2 of the Settlement Agreement.
23 The Court has reviewed Exhibits K, L, M, and N of the Settlement Agreement and approves of
24 their content and distribution in accordance with Subsection 3.2. [The Court appoints Hon.
25 _____, Magistrate Judge, to preside over any appeals that are submitted to the
26

1 Court for judicial resolution. Magistrate Judge _____’s decisions regarding such
2 appeals shall be final and binding on all Parties.]

3 27. **Certification of Compliance with Monetary Relief Provisions of Settlement**
4 **Agreement.** Within one hundred fifty (150) Days of the Effective Date, VHA shall file and
5 serve a report or declaration certifying that it has complied with all the provisions of
6 Subsection 3.1 through 3.5 of the Settlement Agreement and provide an accounting of all
7 Settlement Payments.

8 **C. Non-Monetary Relief for Declaratory and Injunctive Relief Class Members**

9 28. The following non-monetary relief applies to both Public Housing and Covered
10 Housing, unless only one is specified, and shall be enforceable by any member of the
11 Declaratory and Injunctive Relief Class. The non-monetary relief is modeled in part on
12 applicable HUD regulations set forth in C.F.R. Title 24 that were in effect at the time of
13 execution of the Settlement Agreement. If HUD regulations are later amended such that they
14 become inconsistent with this relief, VHA shall have the right to seek modification of the non-
15 monetary relief provisions from the Court as appropriate.

16 29. The Court adopts the definitions of Public Housing, Covered Housing, and
17 Vancouver Housing Authority as set forth in the Settlement Agreement.

18 (a) “Public Housing” means all projects and units owned by VHA that are
19 assisted under the Housing Act of 1937 other than under Section 8 of the Act, and
20 governed by 24 C.F.R. Part 965, Subpart E. Attachment 2 lists VHA’s Public Housing at
21 the time of entry of this Final Order and Judgment.

22 (b) “Covered Housing” means those Public Housing projects and units owned
23 by VHA between April 1, 2004 and April 30, 2011 which have been removed or will be
24 removed from the Public Housing program through the HUD Rental Assistance
25 Demonstration Program, a voluntary disposition, or other action, where the tenants living
26 in the units when this occurs continue to reside in these units with project-based

1 vouchers. These units shall only be considered Covered Housing so long as the tenants
2 residing in these units at the time of removal from the Public Housing program continue
3 to reside there. Attachment 3 lists those units that the Parties consider to be Covered
4 Housing at the time of entry of this Final Order and Judgment. VHA shall notify Class
5 Counsel of any projects or units that it removes from its Public Housing inventory after
6 the Effective Date within fifteen (15) Days of such occurrence and state whether or not
7 these units should be considered Covered Housing. VHA shall also post a revised
8 Attachment 3 on its website on or before the first day of January, April, July, and October
9 of each calendar year listing all those units that remain Covered Housing under the
10 Settlement Agreement and this Final Order and Judgment.

11 (c) “Vancouver Housing Authority” or “VHA” means the Housing Authority
12 of the City of Vancouver and its successors or assigns.

13 30. **Annual Review.** VHA shall review at least annually its Public Housing and
14 Covered Housing utility allowances, taking into consideration any changes in applicable utility
15 rates as well as other relevant factors set forth in applicable HUD regulations. VHA shall revise
16 these allowances as reasonably required to adhere to the standards set forth in applicable HUD
17 regulations. As part of its annual review, VHA agrees to adjust these utility allowances to
18 account for all utility rate changes that have occurred since its last utility allowance adjustment.
19 VHA shall post a certification on its website whenever it reviews these utility allowances as
20 required by this Final Order and Judgment. The certification shall state when the review was
21 completed and what action VHA took as a result of the review, including any revisions to these
22 utility allowances and when such revisions shall take effect and it shall inform residents of their
23 right to inspect VHA records pertaining to such reviews as provided in Paragraph 33.

24 31. **Revisions as a Result of Rate Changes Between Annual Reviews.** VHA may
25 revise its Public Housing utility allowances for resident-purchased utilities between annual
26 reviews if there is a rate change, and it shall do so if such change, by itself or together with prior

1 rate changes not adjusted for, results in a change of ten (10) percent or more from the rates on
2 which such allowances were based. Adjustments to resident payments as a result of such
3 changes shall be retroactive to the first day of the month following the month in which the last
4 rate change taken into account in such revision became effective. The Parties recognize that
5 generally VHA has no obligation under applicable HUD regulations to revise its Covered
6 Housing utility allowances between annual reviews. At HUD's direction, however, VHA shall
7 revise the utility allowance schedules for its Covered Housing to correct any errors, or as
8 necessary to update the schedules.

9 **32. Sixty (60) Days' Notice and Comment Period before Certain Revisions.** For
10 Public Housing utility allowances, VHA shall not establish or revise its estimates of reasonable
11 consumption of utilities by energy-conservative households of modest circumstances without
12 giving at least sixty (60) Days' written notice to all Declaratory and Injunctive Relief Class
13 Members affected by the proposed allowances and revisions and an opportunity to submit
14 written comments during a period expiring not less than thirty (30) Days before the proposed
15 effective date of the allowances or revisions. VHA agrees to consider such comments before
16 making a final decision whether to revise its estimates of reasonable consumption. All written
17 comments shall be retained by VHA and shall be available for inspection by the Declaratory and
18 Injunctive Relief Class Members. The Parties acknowledge that VHA has no obligation to give
19 written notice and an opportunity to comment to those residing in its Covered Housing before
20 revising its utility allowance schedules. As a practice, however, VHA does not revise its
21 Section 8 voucher utility allowances without approval of its Board of Commissioners. The VHA
22 Board of Commissioners allows interested parties to submit written and oral comments before
23 adopting any resolution or taking any board action as part of its routine procedures. Class
24 Members residing in Covered Housing may submit comments to the VHA Board of
25 Commissioners, like any interested party, before the Board of Commissioners makes a final
26 decision whether to revise its utility allowance schedules for such housing.

1 33. **Recordkeeping and Inspection.** VHA shall maintain a record that documents
2 the basis on which its Public Housing and Covered Housing utility allowances and revisions
3 thereof are established and revised. This record shall include all written notices that VHA has
4 given to Declaratory and Injunctive Relief Class Members of proposed utility allowances and
5 revisions thereof, all utility rate information that the agency collects, all utility usage data that the
6 agency has collected, any engineering methodology it has relied upon, including the basis for all
7 assumptions relied upon by any consultant it has retained, and all written comments submitted by
8 Declaratory and Injunctive Relief Class Members or other program participants or their legal
9 representatives. VHA shall also maintain a record that documents that it has reviewed its Public
10 Housing and Covered Housing utility allowances on an annual basis as provided for in
11 Paragraph 30 or made revisions between annual reviews as required by Paragraph 31. VHA
12 shall permit inspection of these records by any member of the Declaratory and Injunctive Relief
13 Class or his or her legal representative, or by Class Counsel.

14 34. **Individual Relief.** VHA shall consider requests for individual relief from any
15 Declaratory and Injunctive Relief Class Member residing in Public Housing who incurs utility
16 bills in excess of the applicable utility allowance on any reasonable grounds. Reasonable
17 grounds include special needs of elderly, ill, or disabled residents, or special factors affecting
18 utility use not within the control of the resident. Reasonable grounds do not include utility use
19 that is within the resident's control. VHA agrees that within ninety (90) Days of the Effective
20 Date, it shall amend its Admission and Continued Occupancy Policy to allow Declaratory and
21 Injunctive Relief Class Members residing in Public Housing to request individual relief even
22 though their household does not include a person with disabilities. In addition, VHA shall
23 consider requests for individual relief from any Declaratory and Injunctive Relief Class Member
24 who incurs utility bills in excess of the applicable utility allowance because his or her household
25 includes a person with disabilities. VHA shall approve a utility allowance that is higher than the
26

1 applicable allowance if a higher utility allowance is needed as a reasonable accommodation to
2 make the program accessible to and usable by the family member with a disability.

3 **35. Lease Provisions.** VHA agrees that any Public Housing or Covered Housing
4 lease or lease amendment that it enters into while the non-monetary relief provisions remain in
5 effect shall include the following:

6 (d) A provision stating that the utility allowances shall be determined by VHA in
7 accordance with HUD regulations and other requirements and that the amounts of the utility
8 allowances are subject to change in accordance with HUD requirements;

9 (e) A statement of what utilities, services, and equipment are to be supplied by VHA
10 without additional cost, and what utilities and appliances are to be paid for by the tenant;

11 (f) A provision specifying the amount of the tenant's utility allowance that is in
12 effect at the time the lease or lease amendment is executed, itemized by each tenant-paid utility;
13 and

14 (g) A provision advising the tenant that should he or she incur utility billings in
15 excess of the applicable utility allowance, he or she may seek individual relief as provided in
16 Paragraph 34. The lease shall inform the tenant of the criteria for granting and procedures for
17 requesting such relief. After the Effective Date, any member of the Declaratory and Injunctive
18 Relief Class who is in good standing with their present lease and who asks shall be given an
19 opportunity to enter into a lease or lease addendum containing these provisions, without having
20 to wait until his or her current lease expires or renews.

21 **36. Notice of Final Settlement.** Within thirty (30) Days of the Effective Date, VHA
22 shall mail a copy of the Notice of Final Settlement, attached hereto as Attachment 5, to all
23 known members of the Declaratory and Injunctive Relief Class by first-class mail, postage
24 prepaid, and shall conspicuously post a copy of the Notice of Final Settlement at its main office
25 and on its website where it can be readily seen by its residents. VHA shall also provide a copy
26 of the Notice of Final Settlement to future members of the Declaratory and Injunctive Relief

1 Class who move into Public Housing after the Effective Date at the time they execute their first
2 Public Housing lease.

3 37. **Annual Compliance Reports.** VHA shall serve an annual report or declaration
4 on Class Counsel and post a copy on its website certifying that it has complied with all the
5 provisions of Paragraphs 30 through 36. The first report shall be served and posted by
6 January 31 of the year following the Effective Date. Thereafter, the annual report shall be served
7 and posted for each calendar year by January 31 of the following year.

8 38. **Duration of Non-Monetary Relief.** The non-monetary relief provisions set forth
9 in Paragraphs 28 through 37 shall take effect on the Effective Date and remain in effect for a
10 period of forty-eight (48) months thereafter.

11 **D. Attorneys' Fees, Costs, and Incentive Payments**

12 39. The Court hereby grants Class Counsel's Motion for Attorneys' Fees and Costs
13 and awards Class Counsel the sum of \$_____. The Court also approves an incentive
14 payment in the amount of _____ to Annie McCullum; an incentive payment in the
15 amount of _____ to Nancy Ramey; and an incentive payment in the amount of
16 _____ to Tami Romero.

17 40. The award of attorneys' fees, costs, and incentive payments shall be paid by VHA
18 to Class Counsel within forty-five (45) days of the Effective Date.

19 **E. Implementation; Dismissal of Claims; No Admission of Wrongdoing**

20 41. The Plaintiffs and VHA are hereby directed to proceed with and complete
21 implementation of this Final Order and Judgment and the Settlement Agreement.

22 42. The Court dismisses on the merits with prejudice all claims presently before it and
23 orders release of the Class Members' Settled Claims pursuant to Section 11.1 of the Settlement
24 Agreement.

25 43. This Final Order and Judgment and the Settlement Agreement: (a) shall not be
26 offered or received against VHA as evidence of, or construed as or deemed to be evidence of,

1 any presumption, concession, or admission by VHA of the truth of any fact alleged by Plaintiffs
2 or the validity of any claim that had been or could have been asserted in the Action or in any
3 litigation, or the deficiency of any defense that has been or could have been asserted in the
4 Action, or of any liability, negligence, fault, or wrongdoing of VHA, or any admission by VHA
5 of any violations of, or failure to comply with, laws or regulations; and (b) shall not be offered or
6 received against any of the Parties to this Action or the Settlement Agreement in any other civil,
7 criminal, or administrative action or proceeding, other than as specifically provided for in this
8 Final Order and Judgment and Settlement Agreement or in such proceedings as may be
9 necessary to effectuate the provisions of the Final Order and Judgment and Settlement
10 Agreement; provided, however, that the Parties may refer to the Final Order and Judgment and
11 Settlement Agreement and rely upon each to effectuate or enforce its terms.

12 **F. Continuing Jurisdiction and Enforcement**

13 44. The Settlement Agreement and this Final Order and Judgment shall be the sole
14 and exclusive remedy for any and all Settled Claims of Releasing Parties. Upon the Effective
15 Date, each Releasing Party shall be barred from initiating, asserting, or prosecuting against the
16 Released Parties any Settled Claims that are released by operation of the Settlement Agreement
17 and the Final Order and Judgment.

18 45. Following the Effective Date, the Court will retain exclusive and continuing
19 jurisdiction over this Action, the Parties, and Class Members until the expiration of the relief
20 granted to the Declaratory and Injunctive Relief Class to interpret and enforce the terms,
21 conditions, and obligations of this Final Order and Judgment and the Settlement Agreement, as
22 set forth in Section 11 of the Settlement Agreement.

23 DATED this ____ day of _____, ____.

24
25 _____
26 Honorable _____
UNITED STATES DISTRICT JUDGE

1 Presented by:

2 COLUMBIA LEGAL SERVICES

PERKINS COIE LLP

3

4 _____
Gregory D. Provenzano, WSBA No. 12794
Merf Ehman, WSBA No. 29231
5 Attorneys for Plaintiffs

Brendan Peters, WSBA No. 34490
Kaustuv M. Das, WSBA No. 34411
Attorneys for Plaintiffs

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Exhibit C

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-1	500001	508 OMAHA WAY	1	2+
8-1	500002	510 OMAHA WAY	1	2+
8-1	500003	514 OMAHA WAY	1	2+
8-1	500004	512 OMAHA WAY	1	2+
8-1	500005	518 OMAHA WAY	1	2+
8-1	500006	520 OMAHA WAY	1	2+
8-1	500007	524 OMAHA WAY	1	2+
8-1	500008	522 OMAHA WAY	1	2+
8-1	500009	600 OMAHA WAY	1	2+
8-1	500010	604 OMAHA WAY	1	2+
8-1	500011	606 OMAHA WAY	1	2+
8-1	500012	602 OMAHA WAY	1	2+
8-1	500013	608 OMAHA WAY	1	2+
8-1	500014	610 OMAHA WAY	1	2+
8-1	500015	614 OMAHA WAY	1	2+
8-1	500016	612 OMAHA WAY	1	2+
8-1	500017	618 OMAHA WAY	2	4PLEX
8-1	500018	616 OMAHA WAY	2	4PLEX
8-1	500019	622 OMAHA WAY	2	4PLEX
8-1	500020	620 OMAHA WAY	2	4PLEX
8-1	500021	624 OMAHA WAY	3	2+
8-1	500022	626 OMAHA WAY	3	2+
8-1	500023	628 OMAHA WAY	3	2+
8-1	500024	629 COUNCIL BLUFFS WAY	3	2+
8-1	500025	627 COUNCIL BLUFFS WAY	3	2+
8-1	500026	625 COUNCIL BLUFFS WAY	3	2+
8-1	500027	623 COUNCIL BLUFFS WAY	4	2+
8-1	500028	621 COUNCIL BLUFFS WAY	4	2+
8-1	500029	613 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500030	617 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500031	619 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500032	615 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500033	611 COUNCIL BLUFFS WAY	3	2+
8-1	500034	609 COUNCIL BLUFFS WAY	3	2+
8-1	500035	605 COUNCIL BLUFFS WAY	2	2+
8-1	500036	603 COUNCIL BLUFFS WAY	2	2+
8-1	500037	523 COUNCIL BLUFFS WAY	3	2+
8-1	500038	521 COUNCIL BLUFFS WAY	3	2+
8-1	500039	515 COUNCIL BLUFFS WAY	3	2+
8-1	500040	513 COUNCIL BLUFFS WAY	3	2+
8-1	500041	505 COUNCIL BLUFFS WAY	4	2+
8-1	500042	503 COUNCIL BLUFFS WAY	4	2+
8-1	500043	6604 WICHITA DRIVE	1	2+
8-1	500044	513 OMAHA WAY	1	2+
8-1	500045	515 OMAHA WAY	1	2+
8-1	500046	6606 WICHITA DRIVE	1	2+
8-1	500047	519 OMAHA WAY	1	2+
8-1	500048	517 OMAHA WAY	1	2+
8-1	500049	521 OMAHA WAY	1	2+
8-1	500050	523 OMAHA WAY	1	2+
8-1	500051	601 OMAHA WAY	1	2+
8-1	500052	603 OMAHA WAY	1	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-1	500053	607 OMAHA WAY	1	2+
8-1	500054	605 OMAHA WAY	1	2+
8-1	500055	610 COUNCIL BLUFFS WAY	1	2+
8-1	500056	609 OMAHA WAY	1	2+
8-1	500057	611 OMAHA WAY	1	2+
8-1	500058	612 COUNCIL BLUFFS WAY	1	2+
8-1	500059	602 COUNCIL BLUFFS WAY	1	2+
8-1	500060	608 COUNCIL BLUFFS WAY	1	2+
8-1	500061	606 COUNCIL BLUFFS WAY	1	2+
8-1	500062	604 COUNCIL BLUFFS WAY	1	2+
8-1	500063	520 COUNCIL BLUFFS WAY	1	2+
8-1	500064	522 COUNCIL BLUFFS WAY	1	2+
8-1	500065	526 COUNCIL BLUFFS WAY	1	2+
8-1	500066	524 COUNCIL BLUFFS WAY	1	2+
8-1	500067	512 COUNCIL BLUFFS WAY	1	2+
8-1	500068	514 COUNCIL BLUFFS WAY	1	2+
8-1	500069	518 COUNCIL BLUFFS WAY	1	2+
8-1	500070	516 COUNCIL BLUFFS WAY	1	2+
8-1	500071	6616 WICHITA DRIVE	1	2+
8-1	500072	6614 WICHITA DRIVE	1	2+
8-1	500073	510 COUNCIL BLUFFS WAY	1	2+
8-1	500074	508 COUNCIL BLUFFS WAY	1	2+
8-1	500075	6613 WICHITA DRIVE	2	2+
8-1	500076	418 COUNCIL BLUFFS WAY	2	2+
8-1	500077	416 COUNCIL BLUFFS WAY	2	2+
8-1	500078	414 COUNCIL BLUFFS WAY	2	2+
8-1	500079	410 COUNCIL BLUFFS WAY	3	2+
8-1	500080	408 COUNCIL BLUFFS WAY	3	2+
8-1	500081	402 COUNCIL BLUFFS WAY	3	2+
8-1	500082	400 COUNCIL BLUFFS WAY	3	2+
8-1	500083	320 COUNCIL BLUFFS WAY	2	2+
8-1	500084	318 COUNCIL BLUFFS WAY	2	2+
8-1	500085	312 COUNCIL BLUFFS WAY	3	2+
8-1	500086	310 COUNCIL BLUFFS WAY	3	2+
8-1	500087	306 COUNCIL BLUFFS WAY	2	2+
8-1	500088	304 COUNCIL BLUFFS WAY	2	2+
8-1	500089	300 COUNCIL BLUFFS WAY	3	2+
8-1	500090	222 COUNCIL BLUFFS WAY	3	2+
8-1	500091	218 COUNCIL BLUFFS WAY	3	2+
8-1	500092	215 OMAHA WAY	3	2+
8-1	500093	223 OMAHA WAY	3	2+
8-1	500094	301 OMAHA WAY	3	2+
8-1	500095	307 OMAHA WAY	3	2+
8-1	500096	309 OMAHA WAY	3	2+
8-1	500097	319 OMAHA WAY	3	2+
8-1	500098	321 OMAHA WAY	3	2+
8-1	500099	401 OMAHA WAY	3	2+
8-1	500100	403 OMAHA WAY	3	2+
8-1	500101	409 OMAHA WAY	2	2+
8-1	500102	411 OMAHA WAY	2	2+
8-1	500103	415 OMAHA WAY	2	2+
8-1	500104	417 OMAHA WAY	2	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-1	500105	421 OMAHA WAY	2	2+
8-1	500106	6605 WICHITA DRIVE	2	2+
8-1	500107	419 COUNCIL BLUFFS WAY	3	2+
8-1	500108	6707 WICHITA DRIVE	3	2+
8-1	500109	6711 WICHITA DRIVE	2	2+
8-1	500110	6713 WICHITA DRIVE	2	2+
8-1	500112	311 COUNCIL BLUFFS WAY	3	2+
8-1	500113	307 COUNCIL BLUFFS WAY	3	2+
8-1	500114	305 COUNCIL BLUFFS WAY	3	2+
8-1	500115	303 COUNCIL BLUFFS WAY	4	2+
8-1	500116	301 COUNCIL BLUFFS WAY	4	2+
8-1	500117	221 COUNCIL BLUFFS WAY	3	2+
8-1	500118	219 COUNCIL BLUFFS WAY	3	2+
8-1	500119	6704 MISSOURI DRIVE	2	4PLEX
8-1	500120	213 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500121	215 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500122	6706 MISSOURI DRIVE	2	4PLEX
8-1	500123	6703 MISSOURI DRIVE	3	2+
8-1	500125	6615 MISSOURI DRIVE	3	2+
8-1	500126	6613 MISSOURI DRIVE	3	2+
8-1	500127	6609 MISSOURI DRIVE	3	2+
8-1	500128	200 OMAHA WAY	3	2+
8-1	500129	204 OMAHA WAY	3	2+
8-1	500130	206 OMAHA WAY	3	2+
8-1	500131	208 OMAHA WAY	4	2+
8-1	500132	210 OMAHA WAY	4	2+
8-1	500133	212 OMAHA WAY	2	4PLEX
8-1	500134	216 OMAHA WAY	2	4PLEX
8-1	500135	218 OMAHA WAY	2	4PLEX
8-1	500136	214 OMAHA WAY	2	4PLEX
8-1	500137	220 OMAHA WAY	4	2+
8-1	500138	222 OMAHA WAY	4	2+
8-1	500139	302 OMAHA WAY	3	2+
8-1	500140	304 OMAHA WAY	3	2+
8-1	500141	308 OMAHA WAY	3	2+
8-1	500142	310 OMAHA WAY	3	2+
8-1	500143	314 OMAHA WAY	3	2+
8-1	500144	316 OMAHA WAY	3	2+
8-1	500145	322 OMAHA WAY	3	2+
8-1	500146	400 OMAHA WAY	3	2+
8-1	500147	404 OMAHA WAY	4	2+
8-1	500148	406 OMAHA WAY	4	2+
8-1	500149	410 OMAHA WAY	4	2+
8-1	500150	412 OMAHA WAY	4	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities				
Project	Unit #	Address	BR	Type
8-3	500251	1902-A W. 31ST ST.	4	2+
8-3	500252	1902-B W. 31ST ST.	4	2+
8-3	500253	1904-B W. 31ST ST.	4	2+
8-3	500254	1904-A W. 31ST ST.	4	2+
8-3	500255	1908 W. 31ST ST.	5	SF
8-3	500256	1910 W. 31ST ST.	5	SF
8-3	500257	1912-B W. 31ST ST.	2	2+
8-3	500258	1912-A W. 31ST ST.	2	2+
8-3	500259	1918-B W. 31ST ST.	2	2+
8-3	500260	1918-A W. 31ST ST.	2	2+
8-3	500261	1916-B W. 31ST ST.	3	2+
8-3	500262	1916-A W. 31ST ST.	3	2+
8-3	500263	1922-B W. 31ST ST.	3	2+
8-3	500264	1922-A W. 31ST ST.	3	2+
8-3	500265	1924-B W. 31ST ST.	2	2+
8-3	500266	1924-A W. 31ST ST.	2	2+
8-3	500267	1926-B W. 31ST ST.	2	2+
8-3	500268	1926-A W. 31ST ST.	2	2+
8-3	500269	1915-A W. 31ST ST.	2	2+
8-3	500270	1915-B W. 31ST ST.	2	2+
8-3	500271	1915-C W. 31ST ST.	2	2+
8-3	500272	1915-D W. 31ST ST.	2	2+
8-3	500273	1915-E W. 31ST ST.	2	2+
8-3	500274	1915-F W. 31ST ST.	2	2+
8-3	500275	1915-G W. 31ST ST.	2	2+
8-3	500276	1915-H W. 31ST ST.	2	2+
8-3	500277	1915-I W. 31ST ST.	2	2+
8-3	500278	1915-J W. 31ST ST.	2	2+
8-3	500279	1915-K W. 31ST ST.	2	2+
8-3	500280	1915-L W. 31ST ST.	2	2+
8-3	500281	3805 HAZELWOOD DRIVE	2	4PLEX
8-3	500282	3809 HAZELWOOD DRIVE	2	4PLEX
8-3	500283	3807 HAZELWOOD DRIVE	2	4PLEX
8-3	500284	3811 HAZELWOOD DRIVE	2	4PLEX
8-3	500285	3813 HAZELWOOD DRIVE	2	4PLEX
8-3	500288	3819 HAZELWOOD DRIVE	2	4PLEX
8-3	500289	3204-A STAPLETON ROAD	2	2+
8-3	500290	3204-B STAPLETON ROAD	2	2+
8-3	500291	3204-C STAPLETON ROAD	2	2+
8-3	500292	3204-D STAPLETON ROAD	2	2+
8-3	500293	3204-E STAPLETON ROAD	2	2+
8-3	500294	3204-F STAPLETON ROAD	2	2+
8-3	500295	3204-G STAPLETON ROAD	2	2+
8-3	500296	3204-H STAPLETON ROAD	2	2+
8-3	500297	3204-I STAPLETON ROAD	2	2+
8-3	500298	3204-J STAPLETON ROAD	2	2+
8-3	500299	3204-K STAPLETON ROAD	3	2+
8-3	500300	3204-L STAPLETON ROAD	3	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities				
Project	Unit #	Address	BR	Type
8-4	500301	3703 "U" STREET	3	SF
8-4	500302	6818 WICHITA DRIVE	3	SF
8-4	500303	7316 NE 64TH COURT	3	SF
8-4	500304	802 NW 84TH ST.	4	SF
8-4	500305	7409 NE 120TH AVE	3	SF
8-4	500306	7410 NE 120TH AVE	3	SF
8-4	500307	7404 NE 120TH AVE	3	SF
8-4	500308	10110 NE 6TH AVE	2	SF
8-4	500309	2314-A E. MCLOUGHLIN BLVD	1	2+
8-4	500310	2314-B E. MCLOUGHLIN BLVD	1	2+
8-4	500311	2314-C E. MCLOUGHLIN BLVD	1	2+
8-4	500312	2314-D E. MCLOUGHLIN BLVD	1	2+
8-4	500313	2314-E E. MCLOUGHLIN BLVD	1	2+
8-4	500314	2314-F E. MCLOUGHLIN BLVD	1	2+
8-4	500315	10102 NE 6TH AVE	2	SF
8-4	500316	10106 NE 6TH AVE	2	SF
8-4	500317	4113 NE 131ST AVE	3	SF
8-4	500318	13008 NE 43RD ST	3	SF
8-4	500319	12912 NE 43RD CIRCLE	4	SF
8-4	500320	1903 E 9TH ST #1	2	2+
8-4	500321	1903 E 9TH ST #2	2	2+
8-4	500322	1903 E 9TH ST #3	2	2+
8-4	500323	1903 E 9TH ST #4	2	2+
8-4	500324	2122 NE 90TH AVE	2	SF
8-4	500325	7310 DELAWARE LN	2	2+
8-4	500326	7312 DELAWARE LN	2	2+
8-4	500327	7311 DELAWARE LN	2	2+
8-4	500328	7313 DELAWARE LN	2	2+
8-4	500329	7310 TENNESSEE LN	2	2+
8-4	500330	7312 TENNESSEE LN	2	2+
8-4	500331	7311 TENNESSEE LN	2	2+
8-4	500332	7313 TENNESSEE LN	2	2+
8-4	500333	1311 Z STREET	1	2+
8-4	500334	1313 Z STREET	1	2+
8-4	500335	1315 Z STREET	1	2+
8-4	500336	1317 Z STREEET	1	2+
8-4	500337	1319 Z STREET	2	2+
8-4	500338	1321 Z STREEET	2	2+
8-4	500339	1323 Z STREET	2	2+
8-4	500340	1325 Z STREET	2	2+
8-4	500341	501 W. 28TH ST.	2	2+
8-4	500342	503 W. 28TH ST.	2	2+
8-4	500343	3006 H STREET	2	2+
8-4	500344	3008 H STREET	2	2+
8-4	500345	4503 BOISE COURT	2	2+
8-4	500346	4505 BOISE COURT	2	2+
8-4	500347	4509 BOISE COURT	2	2+
8-4	500348	4511 BOISE COURT	2	2+
8-4	500349	4603 BOISE COURT	2	2+
8-4	500350	4605 BOISE COURT	2	2+
8-4	500351	3510 NE 54TH ST APT A	1	2+
8-4	500352	3510 NE 54TH ST APT B	1	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-4	500353	3510 NE 54TH ST APT C	1	2+
8-4	500354	3510 NE 54TH ST APT D	1	2+
8-4	500355	3510 NE 54TH ST APT E	1	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities				
Project	Unit #	Address	BR	Type
8-5	500356	5101 NE 47TH ST.	3	SF
8-5	500357	5100 NE 46TH ST.	5	SF
8-5	500360	2700 E 32ND ST.	2	2+
8-5	500361	2702 E 32ND ST.	2	2+
8-5	500362	14203 NE 14TH ST.	2	2+
8-5	500363	14201 NE 14TH ST.	2	2+
8-5	500364	1400 NE 142ND AVE.	2	2+
8-5	500365	1402 NE 142ND AVE.	2	2+
8-5	500366	1414 NE 142ND AVE.	3	2+
8-5	500367	1412 NE 142ND AVE.	3	2+
8-5	500368	2009 E 35TH ST.	2	2+
8-5	500369	2011 E. 35TH ST.	2	2+
8-5	500370	2906 WATSON AVE.	2	2+
8-5	500371	2908 WATSON AVE.	2	2+
8-5	500372	3707A NE 44TH ST.	2	2+
8-5	500373	3707B NE 44TH ST.	2	2+
8-5	500374	3709A NE 44TH ST.	2	3PLEX
8-5	500375	3709B NE 44TH ST.	2	3PLEX
8-5	500376	3709C NE 44TH ST.	2	3PLEX
8-5	500377	1412 Z STREET	2	2+
8-5	500378	1414 Z STREET	2	2+
8-5	500379	1416 Z STREET	2	3PLEX
8-5	500380	1418 Z STREET	2	3PLEX
8-5	500381	1420 Z STREET	2	3PLEX
8-5	500382	3505A NE 50TH CT.	2	2+
8-5	500383	3505B NE 50TH CT.	2	2+
8-5	500384	3507A NE 50TH CT.	3	2+
8-5	500385	3507B NE 50TH CT.	3	2+
8-5	500386	3511B NE 50TH CT.	2	2+
8-5	500387	3511A NE 50TH CT.	2	2+
8-5	500388	2221 E 8TH ST	2	4PLEX
8-5	500389	2223 E 8TH ST	2	4PLEX
8-5	500390	2225 E 8TH ST	2	4PLEX
8-5	500391	2227 E 8TH ST	2	4PLEX

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-7	500392	3504A NE 54TH ST.	2	4PLEX
8-7	500393	3504B NE 54TH ST.	2	4PLEX
8-7	500394	3504C NE 54TH ST.	2	4PLEX
8-7	500395	3504D NE 54TH ST.	2	4PLEX
8-7	500396	3506A NE 54TH ST.	2	2+
8-7	500397	3506B NE 54TH ST.	2	2+
8-7	500398	8815A NE 15TH AVE.	2	4PLEX
8-7	500399	8815B NE 15TH AVE.	2	4PLEX
8-7	500400	8815C NE 15TH AVE.	2	4PLEX
8-7	500401	8815D NE 15TH AVE.	2	4PLEX
8-7	500402	8817A NE 15TH AVE.	2	3PLEX
8-7	500403	8817B NE 15TH AVE.	2	3PLEX
8-7	500404	8817C NE 15TH AVE.	2	3PLEX
8-7	500405	8819A NE 15TH AVE.	2	2+
8-7	500406	8819B NE 15TH AVE.	2	2+
8-7	500407	11207E NE 49TH ST.	3	5PLEX
8-7	500408	11207D NE 49TH ST.	2	5PLEX
8-7	500409	11207C NE 49TH ST.	2	5PLEX
8-7	500410	11207B NE 49TH ST.	2	5PLEX
8-7	500411	11207A NE 49TH ST.	2	5PLEX
8-7	500412	11307D NE 49TH ST.	2	4PLEX
8-7	500413	11307C NE 49TH ST.	2	4PLEX
8-7	500414	11307B NE 49TH ST.	2	4PLEX
8-7	500415	11307A NE 49TH ST.	2	4PLEX
8-7	500416	11303D NE 49TH ST.	2	4PLEX
8-7	500417	11303C NE 49TH ST.	2	4PLEX
8-7	500418	11303B NE 49TH ST.	2	4PLEX
8-7	500419	11303A NE 49TH ST.	2	4PLEX
8-7	500420	11205A NE 49TH ST.	2	4PLEX
8-7	500421	11205B NE 49TH ST.	2	4PLEX
8-7	500422	11205C NE 49TH ST.	2	4PLEX
8-7	500423	11205D NE 49TH ST.	3	4PLEX
8-7	500424	11209A NE 49TH ST.	2	3PLEX
8-7	500425	11209B NE 49TH ST.	2	3PLEX
8-7	500426	11209C NE 49TH ST.	2	3PLEX
8-7	500427	519 SE 132ND AVE	2	2+
8-7	500428	517 SE 132ND AVE	3	2+
8-7	500429	603 SE 132ND AVE	2	2+
8-7	500430	605 SE 132ND AVE	2	2+
8-7	500431	607 SE 132ND AVE	2	2+
8-7	500432	609 SE 132ND AVE	3	2+
8-7	500433	613 SE 132ND AVE	3	2+
8-7	500434	611 SE 132ND AVE	3	2+
8-7	500435	615 SE 132ND AVE	2	2+
8-7	500436	617 SE 132ND AVE	2	2+
8-7	500437	621 SE 132ND AVE	3	2+
8-7	500438	619 SE 132ND AVE	2	2+
8-7	500439	1404 NE 142ND AVE	3	2+
8-7	500440	1406 NE 142ND AVE	2	2+
8-7	500441	1408 NE 142ND AVE	2	2+
8-7	500442	1410 NE 142ND AVE	2	2+
8-7	500443	14106A NE 10TH ST.	2	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-7	500444	14106B NE 10TH ST.	2	2+
8-7	500445	14112A NE 10TH ST.	2	2+
8-7	500446	14112B NE 10TH ST.	2	2+
8-7	500447	1010A NE 142ND AVE	2	5PLEX
8-7	500448	1010B NE 142ND AVE	2	5PLEX
8-7	500449	1010C NE 142ND AVE	2	5PLEX
8-7	500450	1010D NE 142ND AVE	2	5PLEX
8-7	500451	1010E NE 142ND AVE	2	5PLEX

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-8	500452	1800 CARLSON ROAD	2	2+
8-8	500453	1802 CARLSON ROAD	2	2+
8-8	500454	1804 CARLSON ROAD	2	2+
8-8	500455	1806 CARLSON ROAD	2	2+
8-8	500456	1801 CARLSON ROAD	2	2+
8-8	500457	1803 CARLSON ROAD	2	2+
8-8	500458	1805 CARLSON ROAD	2	2+
8-8	500459	1807 CARLSON ROAD	2	2+
8-8	500460	1809 CARLSON ROAD	2	2+
8-8	500461	1811 CARLSON ROAD	2	2+
8-8	500462	1813 CARLSON ROAD	2	2+
8-8	500463	1815 CARLSON ROAD	2	2+
8-8	500464	1817 CARLSON ROAD	2	2+
8-8	500465	1819 CARLSON ROAD	2	2+
8-8	500466	1821 CARLSON ROAD	2	2+
8-8	500467	1823 CARLSON ROAD	2	2+
8-8	500468	1825 CARLSON ROAD	3	2T
8-8	500469	1827 CARLSON ROAD	3	2T

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-9	500470	8301 MAC ARTHUR BLVD	4	SF
8-9	500471	8305 MAC ARTHUR BLVD	5	SF
8-9	500472	8309 MAC ARTHUR BLVD	3	SF
8-9	500473	5913 NW LINCOLN AVE	3	SF
8-9	500474	1100 W. 40TH ST.	2	2+
8-9	500475	1102 W. 40TH ST.	2	2+
8-9	500476	3105A BRIDGE ST.	2	4PLEX
8-9	500477	3105B BRIDGE ST.	2	4PLEX
8-9	500478	3105C BRIDGE ST.	2	4PLEX
8-9	500479	3105D BRIDGE ST.	2	4PLEX
8-9	500480	3107A BRIDGE ST.	2	2+
8-9	500481	3107B BRIDGE ST.	2	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-14	520482	5105 N.E. 57TH AVENUE	3	SF
8-14	520483	6107 N.E. 54TH STREET	3	SF
8-14	520484	2500 N.E. 84TH AVENUE	3	SF
8-14	520485	1603 N.W. 94TH STREET	3	SF
8-14	520486	3500 N.E. 56TH STREET	3	SF
8-14	520487	4409 N.E. 106TH AVENUE	3	SF
8-14	520488	8621 N.W. 14TH AVENUE	4	SF
8-14	520489	9710 N.W. 19TH AVENUE	3	SF
8-14	520490	10117 N.W. 21ST AVENUE	3	SF
8-14	520491	3802 N.E. 149TH AVENUE	3	SF

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-16	520492	815 N. MAIN STREET	3	SF
8-16	520493	110 ELM STREET	3	2+
8-16	520494	112 ELM STREET	3	2+
8-16	520495	403 N. MAIN STREET	3	2+
8-16	520496	405 N. MAIN STREET	3	2+
8-16	520497	116 4TH AVENUE	4	SF
8-16	520498	902 PIONEER AVENUE	3	2+
8-16	520499	904 PIONEER AVENUE	3	2+
8-16	520500	906 PIONEER AVENUE	3	2+
8-16	520501	908 PIONEER AVENUE	3	2+
8-16	520502	910 PIONEER AVENUE	3	2+
8-16	520503	912 PIONEER AVENUE	3	2+

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-19	520504	9904 N.W. 20TH AVENUE	3	SF
8-19	520505	1700 N.W. 98TH STREET	3	SF
8-19	520506	4403 N.E. 62ND AVENUE	3	SF
8-19	520507	912 N.E. 102ND AVENUE	3	SF
8-19	520508	811 N.E. 147TH AVENUE	3	SF
8-19	520509	15801 S.E. 2ND AVENUE	3	SF
8-19	520510	13205 S.E. 7TH STREET	3	SF
8-19	520511	1321 S.E. 132ND AVENUE	3	SF
8-19	520512	4216 N.E. 106TH AVENUE	3	SF
8-19	520513	8615 N.E. 111TH AVENUE	3	SF
8-19	520514	15102 N.E. 20TH STREET	3	SF

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-21	520515	1608 N.W. 96TH STREET	3	SF
8-21	520516	14015 N.E. 42ND STREET	3	SF
8-21	520517	15213 S.E. 1ST STREET	3	SF
8-21	520518	9311 N.E. 68TH STREET	3	SF
8-21	520519	2104 N.E. 98TH AVENUE	3	SF
8-21	520520	9213 N.E. 73RD STREET	3	SF
8-21	520521	12907 N.E. 37TH STREET	3	SF
8-21	520522	8806 N.E. 140TH AVENUE	3	SF
8-21	520523	4408 N.E. 151ST AVENUE	3	SF
8-21	520524	8804 N.E. PIERCE DRIVE	3	SF
8-21	520525	17509 N.E. 4TH CIRCLE	3	SF
8-21	520526	14004 N.E. 89TH CIRCLE	3	SF
8-21	520527	323 S.E. 155TH AVENUE	3	SF
8-21	520528	11509 N.E. 92ND STREET	3	SF

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities				
Project	Unit #	Address	BR	Type
8-22	520529	15004 NE 44 CIRCLE	3	SF
8-22	520530	9610 NW 17TH AVENUE	3	SF
8-22	520531	15313 NE 31ST STREET	3	SF
8-22	520532	7216 NE 125TH AVENUE	3	SF
8-22	520533	7205 NE 128TH AVENUE	3	SF
8-22	520534	7408 NE 110TH AVENUE	3	SF
8-22	520535	3409 NE POWERS COURT	3	SF
8-22	520536	3317 NE 129TH AVENUE	3	SF
8-22	520537	6201 NE 58TH STREET	3	SF
8-22	520538	14002 NE 65TH STREET	3	SF
8-22	520539	11510 NE 91ST CIRCLE	3	SF
8-22	520540	4117 NE 141ST AVENUE	3	SF
8-22	520541	15011 NE 36TH STREET	3	SF
8-22	520542	15601 NE 28TH STREET	3	SF
8-22	520543	6211 NE 140TH	3	SF
8-22	520544	14407 NE 38TH CIRCLE	3	SF
8-22	520545	7810 NE 142ND AVENUE	3	SF
8-22	520546	12904 NE 38TH STREET	3	SF
8-22	520547	3509 NE 150TH AVENUE	3	SF
8-22	520548	1014 NE 143RD AVENUE	3	SF
8-22	520549	6605 NE 140TH AVENUE	3	SF
8-22	520550	4013 NE 131ST COURT	3	SF
8-22	520552	14400 NE 38TH CIRCLE	3	SF
8-22	520553	2613 NE 151ST AVENUE	4	SF
8-22	520554	7314 NE 144TH AVENUE	3	SF
8-22	520555	4803 NE 130TH AVENUE	3	SF
8-22	520556	4811 NE 130TH AVENUE	3	SF
8-22	520557	7616 NE 157TH AVENUE	3	SF
8-22	520558	8119 NE 136TH AVENUE	3	SF

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-23	520559	15715 NE 74TH STREET	3	SF
8-23	520560	9004 NE 139TH COURT	3	SF
8-23	520561	12604 NE 73RD STREET	3	SF
8-23	520562	416 NE 175TH AVENUE	3	SF
8-23	520563	16116 NE 4TH WAY	3	SF

Public Housing Owned by VHA Between April 1, 2004 and April 30, 2011, Where Tenants Paid an Income-Based or Minimum Rent and Were Responsible for Tenant-Paid Utilities

Project	Unit #	Address	BR	Type
8-24	520564	1152 NW ADAMS CAMAS	3	
8-24	520565	1144 NW ADAMS	3	
8-24	520566	1118 NW ADAMS	3	
8-24	520567	1110 NW ADAMS	3	
8-24	520568	940 NW 7TH AVE. APT 1	3	
8-24	520569	940 NW 7TH AVE. APT 2	3	
8-24	520570	940 NW 7TH AVE. APT 3	3	
8-24	520571	940 NW 7TH AVE. APT 4	3	
8-24	520572	940 NW 7TH AVE. APT 5	3	
8-24	520573	940 NW 7TH AVE. APT 6	3	
8-24	520574	940 NW 7TH AVE. APT 7	3	
8-24	520575	940 NW 7TH AVE. APT 8	3	
8-24	520576	940 NW 7TH AVE. APT 9	3	
8-24	520577	940 NW 7TH AVE. APT 10	3	

Exhibit D

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-1	500001	508 OMAHA WAY	1	2+	Public Housing
8-1	500002	510 OMAHA WAY	1	2+	Public Housing
8-1	500003	514 OMAHA WAY	1	2+	Public Housing
8-1	500004	512 OMAHA WAY	1	2+	Public Housing
8-1	500005	518 OMAHA WAY	1	2+	Public Housing
8-1	500006	520 OMAHA WAY	1	2+	Public Housing
8-1	500007	524 OMAHA WAY	1	2+	Public Housing
8-1	500008	522 OMAHA WAY	1	2+	Public Housing
8-1	500009	600 OMAHA WAY	1	2+	Public Housing
8-1	500010	604 OMAHA WAY	1	2+	Public Housing
8-1	500011	606 OMAHA WAY	1	2+	Public Housing
8-1	500012	602 OMAHA WAY	1	2+	Public Housing
8-1	500013	608 OMAHA WAY	1	2+	Public Housing
8-1	500014	610 OMAHA WAY	1	2+	Public Housing
8-1	500015	614 OMAHA WAY	1	2+	Public Housing
8-1	500016	612 OMAHA WAY	1	2+	Public Housing
8-1	500017	618 OMAHA WAY	2	4PLEX	Public Housing
8-1	500018	616 OMAHA WAY	2	4PLEX	Public Housing
8-1	500019	622 OMAHA WAY	2	4PLEX	Public Housing
8-1	500020	620 OMAHA WAY	2	4PLEX	Public Housing
8-1	500021	624 OMAHA WAY	3	2+	Public Housing
8-1	500022	626 OMAHA WAY	3	2+	Public Housing
8-1	500023	628 OMAHA WAY	3	2+	Public Housing
8-1	500024	629 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500025	627 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500026	625 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500027	623 COUNCIL BLUFFS WAY	4	2+	Public Housing
8-1	500028	621 COUNCIL BLUFFS WAY	4	2+	Public Housing
8-1	500029	613 COUNCIL BLUFFS WAY	2	4PLEX	Public Housing
8-1	500030	617 COUNCIL BLUFFS WAY	2	4PLEX	Public Housing
8-1	500031	619 COUNCIL BLUFFS WAY	2	4PLEX	Public Housing
8-1	500032	615 COUNCIL BLUFFS WAY	2	4PLEX	Public Housing
8-1	500033	611 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500034	609 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500035	605 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500036	603 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500037	523 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500038	521 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500039	515 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500040	513 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500041	505 COUNCIL BLUFFS WAY	4	2+	Public Housing
8-1	500042	503 COUNCIL BLUFFS WAY	4	2+	Public Housing
8-1	500043	6604 WICHITA DRIVE	1	2+	Public Housing
8-1	500044	513 OMAHA WAY	1	2+	Public Housing
8-1	500045	515 OMAHA WAY	1	2+	Public Housing
8-1	500046	6606 WICHITA DRIVE	1	2+	Public Housing
8-1	500047	519 OMAHA WAY	1	2+	Public Housing
8-1	500048	517 OMAHA WAY	1	2+	Public Housing
8-1	500049	521 OMAHA WAY	1	2+	Public Housing

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-1	500050	523 OMAHA WAY	1	2+	Public Housing
8-1	500051	601 OMAHA WAY	1	2+	Public Housing
8-1	500052	603 OMAHA WAY	1	2+	Public Housing
8-1	500053	607 OMAHA WAY	1	2+	Public Housing
8-1	500054	605 OMAHA WAY	1	2+	Public Housing
8-1	500055	610 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500056	609 OMAHA WAY	1	2+	Public Housing
8-1	500057	611 OMAHA WAY	1	2+	Public Housing
8-1	500058	612 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500059	602 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500060	608 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500061	606 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500062	604 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500063	520 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500064	522 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500065	526 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500066	524 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500067	512 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500068	514 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500069	518 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500070	516 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500071	6616 WICHITA DRIVE	1	2+	Public Housing
8-1	500072	6614 WICHITA DRIVE	1	2+	Public Housing
8-1	500073	510 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500074	508 COUNCIL BLUFFS WAY	1	2+	Public Housing
8-1	500075	6613 WICHITA DRIVE	2	2+	Public Housing
8-1	500076	418 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500077	416 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500078	414 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500079	410 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500080	408 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500081	402 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500082	400 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500083	320 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500084	318 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500085	312 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500086	310 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500087	306 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500088	304 COUNCIL BLUFFS WAY	2	2+	Public Housing
8-1	500089	300 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500090	222 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500091	218 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500092	215 OMAHA WAY	3	2+	Public Housing
8-1	500093	223 OMAHA WAY	3	2+	Public Housing
8-1	500094	301 OMAHA WAY	3	2+	Public Housing
8-1	500095	307 OMAHA WAY	3	2+	Public Housing
8-1	500096	309 OMAHA WAY	3	2+	Public Housing
8-1	500097	319 OMAHA WAY	3	2+	Public Housing
8-1	500098	321 OMAHA WAY	3	2+	Public Housing

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-1	500099	401 OMAHA WAY	3	2+	Public Housing
8-1	500100	403 OMAHA WAY	3	2+	Public Housing
8-1	500101	409 OMAHA WAY	2	2+	Public Housing
8-1	500102	411 OMAHA WAY	2	2+	Public Housing
8-1	500103	415 OMAHA WAY	2	2+	Public Housing
8-1	500104	417 OMAHA WAY	2	2+	Public Housing
8-1	500105	421 OMAHA WAY	2	2+	Public Housing
8-1	500106	6605 WICHITA DRIVE	2	2+	Public Housing
8-1	500107	419 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500108	6707 WICHITA DRIVE	3	2+	Public Housing
8-1	500109	6711 WICHITA DRIVE	2	2+	Public Housing
8-1	500110	6713 WICHITA DRIVE	2	2+	Public Housing
8-1	500111	313 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500112	311 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500113	307 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500114	305 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500115	303 COUNCIL BLUFFS WAY	4	2+	Public Housing
8-1	500116	301 COUNCIL BLUFFS WAY	4	2+	Public Housing
8-1	500117	221 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500118	219 COUNCIL BLUFFS WAY	3	2+	Public Housing
8-1	500119	6704 MISSOURI DRIVE	2	4PLEX	Public Housing
8-1	500120	213 COUNCIL BLUFFS WAY	2	4PLEX	Public Housing
8-1	500121	215 COUNCIL BLUFFS WAY	2	4PLEX	Public Housing
8-1	500122	6706 MISSOURI DRIVE	2	4PLEX	Public Housing
8-1	500123	6703 MISSOURI DRIVE	3	2+	Public Housing
8-1	500124	6701 MISSOURI DRIVE	3	2+	Public Housing
8-1	500125	6615 MISSOURI DRIVE	3	2+	Public Housing
8-1	500126	6613 MISSOURI DRIVE	3	2+	Public Housing
8-1	500127	6609 MISSOURI DRIVE	3	2+	Public Housing
8-1	500128	200 OMAHA WAY	3	2+	Public Housing
8-1	500129	204 OMAHA WAY	3	2+	Public Housing
8-1	500130	206 OMAHA WAY	3	2+	Public Housing
8-1	500131	208 OMAHA WAY	4	2+	Public Housing
8-1	500132	210 OMAHA WAY	4	2+	Public Housing
8-1	500133	212 OMAHA WAY	2	4PLEX	Public Housing
8-1	500134	216 OMAHA WAY	2	4PLEX	Public Housing
8-1	500135	218 OMAHA WAY	2	4PLEX	Public Housing
8-1	500136	214 OMAHA WAY	2	4PLEX	Public Housing
8-1	500137	220 OMAHA WAY	4	2+	Public Housing
8-1	500138	222 OMAHA WAY	4	2+	Public Housing
8-1	500139	302 OMAHA WAY	3	2+	Public Housing
8-1	500140	304 OMAHA WAY	3	2+	Public Housing
8-1	500141	308 OMAHA WAY	3	2+	Public Housing
8-1	500142	310 OMAHA WAY	3	2+	Public Housing
8-1	500143	314 OMAHA WAY	3	2+	Public Housing
8-1	500144	316 OMAHA WAY	3	2+	Public Housing
8-1	500145	322 OMAHA WAY	3	2+	Public Housing
8-1	500146	400 OMAHA WAY	3	2+	Public Housing
8-1	500147	404 OMAHA WAY	4	2+	Public Housing

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-1	500148	406 OMAHA WAY	4	2+	Public Housing
8-1	500149	410 OMAHA WAY	4	2+	Public Housing
8-1	500150	412 OMAHA WAY	4	2+	Public Housing
8-3	500251	1902-A W. 31ST ST.	4	2+	Public Housing
8-3	500252	1902-B W. 31ST ST.	4	2+	Public Housing
8-3	500253	1904-B W. 31ST ST.	4	2+	Public Housing
8-3	500254	1904-A W. 31ST ST.	4	2+	Public Housing
8-3	500255	1908 W. 31ST ST.	5	SF	Public Housing
8-3	500256	1910 W. 31ST ST.	5	SF	Public Housing
8-3	500257	1912-B W. 31ST ST.	2	2+	Public Housing
8-3	500258	1912-A W. 31ST ST.	2	2+	Public Housing
8-3	500259	1918-B W. 31ST ST.	2	2+	Public Housing
8-3	500260	1918-A W. 31ST ST.	2	2+	Public Housing
8-3	500261	1916-B W. 31ST ST.	3	2+	Public Housing
8-3	500262	1916-A W. 31ST ST.	3	2+	Public Housing
8-3	500263	1922-B W. 31ST ST.	3	2+	Public Housing
8-3	500264	1922-A W. 31ST ST.	3	2+	Public Housing
8-3	500265	1924-B W. 31ST ST.	2	2+	Public Housing
8-3	500266	1924-A W. 31ST ST.	2	2+	Public Housing
8-3	500267	1926-B W. 31ST ST.	2	2+	Public Housing
8-3	500268	1926-A W. 31ST ST.	2	2+	Public Housing
8-3	500269	1915-A W. 31ST ST.	2	2+	Public Housing
8-3	500270	1915-B W. 31ST ST.	2	2+	Public Housing
8-3	500271	1915-C W. 31ST ST.	2	2+	Public Housing
8-3	500272	1915-D W. 31ST ST.	2	2+	Public Housing
8-3	500273	1915-E W. 31ST ST.	2	2+	Public Housing
8-3	500274	1915-F W. 31ST ST.	2	2+	Public Housing
8-3	500275	1915-G W. 31ST ST.	2	2+	Public Housing
8-3	500276	1915-H W. 31ST ST.	2	2+	Public Housing
8-3	500277	1915-I W. 31ST ST.	2	2+	Public Housing
8-3	500278	1915-J W. 31ST ST.	2	2+	Public Housing
8-3	500279	1915-K W. 31ST ST.	2	2+	Public Housing
8-3	500280	1915-L W. 31ST ST.	2	2+	Public Housing
8-3	500281	3805 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500282	3809 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500283	3807 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500284	3811 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500285	3813 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500286	3817 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500287	3815 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500288	3819 HAZELWOOD DRIVE	2	4PLEX	Covered Housing
8-3	500289	3204-A STAPLETON ROAD	2	2+	Covered Housing
8-3	500290	3204-B STAPLETON ROAD	2	2+	Covered Housing
8-3	500291	3204-C STAPLETON ROAD	2	2+	Covered Housing
8-3	500292	3204-D STAPLETON ROAD	2	2+	Covered Housing
8-3	500293	3204-E STAPLETON ROAD	2	2+	Covered Housing
8-3	500294	3204-F STAPLETON ROAD	2	2+	Covered Housing
8-3	500295	3204-G STAPLETON ROAD	2	2+	Covered Housing
8-3	500296	3204-H STAPLETON ROAD	2	2+	Covered Housing

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-3	500297	3204-I STAPLETON ROAD	2	2+	Covered Housing
8-3	500298	3204-J STAPLETON ROAD	2	2+	Covered Housing
8-3	500299	3204-K STAPLETON ROAD	3	2+	Covered Housing
8-3	500300	3204-L STAPLETON ROAD	3	2+	Covered Housing
8-4	500333	1311 Z STREET	1	2+	Covered Housing
8-4	500334	1313 Z STREET	1	2+	Covered Housing
8-4	500335	1315 Z STREET	1	2+	Covered Housing
8-4	500336	1317 Z STREEET	1	2+	Covered Housing
8-4	500337	1319 Z STREET	2	2+	Covered Housing
8-4	500338	1321 Z STREEET	2	2+	Covered Housing
8-4	500339	1323 Z STREET	2	2+	Covered Housing
8-4	500340	1325 Z STREET	2	2+	Covered Housing
8-4	500351	3510 NE 54TH ST APT A	1	2+	Covered Housing
8-4	500352	3510 NE 54TH ST APT B	1	2+	Covered Housing
8-4	500353	3510 NE 54TH ST APT C	1	2+	Covered Housing
8-4	500354	3510 NE 54TH ST APT D	1	2+	Covered Housing
8-4	500355	3510 NE 54TH ST APT E	1	2+	Covered Housing
8-5	500362	14203 NE 14TH ST.	2	2+	Covered Housing
8-5	500363	14201 NE 14TH ST.	2	2+	Covered Housing
8-5	500364	1400 NE 142ND AVE.	2	2+	Covered Housing
8-5	500365	1402 NE 142ND AVE.	2	2+	Covered Housing
8-5	500366	1414 NE 142ND AVE.	3	2+	Covered Housing
8-5	500367	1412 NE 142ND AVE.	3	2+	Covered Housing
8-5	500377	1412 Z STREET	2	2+	Covered Housing
8-5	500378	1414 Z STREET	2	2+	Covered Housing
8-5	500379	1416 Z STREET	2	3PLEX	Covered Housing
8-5	500380	1418 Z STREET	2	3PLEX	Covered Housing
8-5	500381	1420 Z STREET	2	3PLEX	Covered Housing

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-7	500392	3504A NE 54TH ST.	2	4PLEX	Covered Housing
8-7	500393	3504B NE 54TH ST.	2	4PLEX	Covered Housing
8-7	500394	3504C NE 54TH ST.	2	4PLEX	Covered Housing
8-7	500395	3504D NE 54TH ST.	2	4PLEX	Covered Housing
8-7	500396	3506A NE 54TH ST.	2	2+	Covered Housing
8-7	500397	3506B NE 54TH ST.	2	2+	Covered Housing
8-7	500398	8815A NE 15TH AVE.	2	4PLEX	Covered Housing
8-7	500399	8815B NE 15TH AVE.	2	4PLEX	Covered Housing
8-7	500400	8815C NE 15TH AVE.	2	4PLEX	Covered Housing
8-7	500401	8815D NE 15TH AVE.	2	4PLEX	Covered Housing
8-7	500402	8817A NE 15TH AVE.	2	3PLEX	Covered Housing
8-7	500403	8817B NE 15TH AVE.	2	3PLEX	Covered Housing
8-7	500404	8817C NE 15TH AVE.	2	3PLEX	Covered Housing
8-7	500405	8819A NE 15TH AVE.	2	2+	Covered Housing
8-7	500406	8819B NE 15TH AVE.	2	2+	Covered Housing
8-7	500407	11207E NE 49TH ST.	3	5PLEX	Covered Housing
8-7	500408	11207D NE 49TH ST.	2	5PLEX	Covered Housing
8-7	500409	11207C NE 49TH ST.	2	5PLEX	Covered Housing
8-7	500410	11207B NE 49TH ST.	2	5PLEX	Covered Housing
8-7	500411	11207A NE 49TH ST.	2	5PLEX	Covered Housing
8-7	500412	11307D NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500413	11307C NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500414	11307B NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500415	11307A NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500416	11303D NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500417	11303C NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500418	11303B NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500419	11303A NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500420	11205A NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500421	11205B NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500422	11205C NE 49TH ST.	2	4PLEX	Covered Housing
8-7	500423	11205D NE 49TH ST.	3	4PLEX	Covered Housing
8-7	500424	11209A NE 49TH ST.	2	3PLEX	Covered Housing
8-7	500425	11209B NE 49TH ST.	2	3PLEX	Covered Housing
8-7	500426	11209C NE 49TH ST.	2	3PLEX	Covered Housing
8-7	500427	519 SE 132ND AVE	2	2+	Covered Housing
8-7	500428	517 SE 132ND AVE	3	2+	Covered Housing
8-7	500429	603 SE 132ND AVE	2	2+	Covered Housing
8-7	500430	605 SE 132ND AVE	2	2+	Covered Housing
8-7	500431	607 SE 132ND AVE	2	2+	Covered Housing
8-7	500432	609 SE 132ND AVE	3	2+	Covered Housing
8-7	500433	613 SE 132ND AVE	3	2+	Covered Housing
8-7	500434	611 SE 132ND AVE	3	2+	Covered Housing
8-7	500435	615 SE 132ND AVE	2	2+	Covered Housing
8-7	500436	617 SE 132ND AVE	2	2+	Covered Housing
8-7	500437	621 SE 132ND AVE	3	2+	Covered Housing
8-7	500438	619 SE 132ND AVE	2	2+	Covered Housing
8-7	500439	1404 NE 142ND AVE	3	2+	Covered Housing
8-7	500440	1406 NE 142ND AVE	2	2+	Covered Housing

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-7	500441	1408 NE 142ND AVE	2	2+	Covered Housing
8-7	500442	1410 NE 142ND AVE	2	2+	Covered Housing
8-7	500443	14106A NE 10TH ST.	2	2+	Covered Housing
8-7	500444	14106B NE 10TH ST.	2	2+	Covered Housing
8-7	500445	14112A NE 10TH ST.	2	2+	Covered Housing
8-7	500446	14112B NE 10TH ST.	2	2+	Covered Housing
8-7	500447	1010A NE 142ND AVE	2	5PLEX	Covered Housing
8-7	500448	1010B NE 142ND AVE	2	5PLEX	Covered Housing
8-7	500449	1010C NE 142ND AVE	2	5PLEX	Covered Housing
8-7	500450	1010D NE 142ND AVE	2	5PLEX	Covered Housing
8-7	500451	1010E NE 142ND AVE	2	5PLEX	Covered Housing

Vancouver Housing Authority Public Housing and Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement					
Project	Unit #	Address	BR	Type	Public Housing or Covered Housing ?
8-8	500452	1800 CARLSON ROAD	2	2+	Covered Housing
8-8	500453	1802 CARLSON ROAD	2	2+	Covered Housing
8-8	500454	1804 CARLSON ROAD	2	2+	Covered Housing
8-8	500455	1806 CARLSON ROAD	2	2+	Covered Housing
8-8	500456	1801 CARLSON ROAD	2	2+	Covered Housing
8-8	500457	1803 CARLSON ROAD	2	2+	Covered Housing
8-8	500458	1805 CARLSON ROAD	2	2+	Covered Housing
8-8	500459	1807 CARLSON ROAD	2	2+	Covered Housing
8-8	500460	1809 CARLSON ROAD	2	2+	Covered Housing
8-8	500461	1811 CARLSON ROAD	2	2+	Covered Housing
8-8	500462	1813 CARLSON ROAD	2	2+	Covered Housing
8-8	500463	1815 CARLSON ROAD	2	2+	Covered Housing
8-8	500464	1817 CARLSON ROAD	2	2+	Covered Housing
8-8	500465	1819 CARLSON ROAD	2	2+	Covered Housing
8-8	500466	1821 CARLSON ROAD	2	2+	Covered Housing
8-8	500467	1823 CARLSON ROAD	2	2+	Covered Housing
8-8	500468	1825 CARLSON ROAD	3	2T	Covered Housing
8-8	500469	1827 CARLSON ROAD	3	2T	Covered Housing

Exhibit E

To help protect the privacy of Class Members, Exhibit E will not be filed in the court record, posted, published, or otherwise made publicly available, unless the Court orders otherwise.

[Settlement Agreement § 2.2]

Exhibit F

Settlement Shares, Proposed Setoffs, and Settlement Payments
Sorted By Resident ID

Resident ID	All Utilities Combined 4/1/2004 - 4/30/2011	Prejudgment Interest Allegedly Due	Total Claim Based on Plaintiffs' Theory of the Case	January 2010 Refund	February 2010 Refund	March 2011 Refund	VHA March 2011 Setoff Against A/R Balance	Total Adjustments	Balance Owed Under Plaintiffs' Theory of the Case After Refunds and March 2011 Setoffs	Settlement Share Based on Recovery Ratio of 59%	Alleged Debt Due VHA Based On February 2015 AR Balance	Setoff or Proposed Credit Towards Debt Owed VHA	Settlement Payment After Proposed Setoff or Credit Towards Debt Owed VHA
000017	1,061.35	202.31	1,263.66	-	-	1,415.00	-	1,415.00	-	-	-	-	-
000033	2,101.70	353.88	2,455.58	-	-	688.00	-	688.00	1,767.58	1,043.80	-	-	1,043.80
000036	540.39	131.80	672.19	-	-	-	-	-	672.19	396.94	-	-	396.94
000037	1,054.19	254.34	1,308.53	-	-	-	205.00	205.00	1,103.53	651.66	1,337.43	651.66	-
000038	2,263.01	412.63	2,675.64	132.00	285.00	-	-	417.00	2,258.64	1,333.78	-	-	1,333.78
000041	307.26	78.09	385.35	-	-	-	-	-	385.35	227.56	-	-	227.56
000046	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
000049	6,273.17	1,126.45	7,399.62	-	-	-	-	-	7,399.62	4,369.63	886.78	886.78	3,482.85
000056	316.16	79.08	395.24	-	-	-	-	-	395.24	233.40	-	-	233.40
000057	3,320.89	602.09	3,922.98	-	-	-	-	-	3,922.98	2,316.60	-	-	2,316.60
000060	2,190.62	458.66	2,649.28	-	-	-	-	-	2,649.28	1,564.46	1,862.77	1,564.46	-
000061	473.36	116.48	589.84	-	-	-	-	-	589.84	348.31	6,634.38	348.31	-
000065	614.92	150.01	764.93	-	-	-	-	-	764.93	451.71	-	-	451.71
000069	1,206.06	286.43	1,492.49	-	-	-	-	-	1,492.49	881.35	-	-	881.35
000076	176.96	44.97	221.93	-	-	-	-	-	221.93	131.05	-	-	131.05
000083	1,442.09	324.98	1,767.07	-	-	-	-	-	1,767.07	1,043.49	2,818.49	1,043.49	-
000084	6,472.01	1,133.80	7,605.81	-	-	-	-	-	7,605.81	4,491.39	-	-	4,491.39
000086	35.39	9.14	44.53	-	-	-	-	-	44.53	26.29	492.02	26.29	-
000090	4,294.56	779.77	5,074.33	-	-	-	-	-	5,074.33	2,996.50	-	-	2,996.50
000093	293.65	73.74	367.39	-	-	-	-	-	367.39	216.95	-	-	216.95
000094	1,765.09	311.22	2,076.31	-	-	-	-	-	2,076.31	1,226.11	-	-	1,226.11
000095	36.71	9.48	46.18	-	-	-	-	-	46.18	27.27	-	-	27.27
000096	1,281.20	294.03	1,575.23	-	-	-	-	-	1,575.23	930.21	-	-	930.21
000098	506.82	121.50	628.32	-	-	333.00	-	333.00	295.32	174.39	-	-	174.39
000102	1,401.28	324.47	1,725.76	-	-	627.00	-	627.00	1,098.76	648.84	-	-	648.84
000103	3,002.87	603.03	3,605.90	-	456.00	-	-	456.00	3,149.90	1,860.08	-	-	1,860.08
000105	143.03	36.64	179.67	-	-	64.00	-	64.00	115.67	68.30	-	-	68.30
000109	1,087.78	259.69	1,347.47	-	-	686.00	-	686.00	661.47	390.61	-	-	390.61
000115	2,631.59	499.78	3,131.37	132.00	285.00	917.00	-	1,334.00	1,797.37	1,061.39	-	-	1,061.39
000118	315.02	79.74	394.76	-	-	-	-	-	394.76	233.12	-	-	233.12
000119	4,374.71	791.76	5,166.47	240.00	328.00	1,897.00	-	2,465.00	2,701.47	1,595.28	341.53	341.53	1,253.75
000143	417.70	103.22	520.92	-	-	-	-	-	520.92	307.61	-	-	307.61
000144	2,680.04	500.68	3,180.73	-	-	-	-	-	3,180.73	1,878.29	-	-	1,878.29
000157	204.58	51.99	256.57	-	-	-	-	-	256.57	151.51	-	-	151.51
000159	3,079.83	574.61	3,654.43	-	304.00	1,802.00	-	2,106.00	1,548.43	914.38	-	-	914.38
000165	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000166	2,108.22	437.94	2,546.16	-	-	-	16.00	16.00	2,530.16	1,494.11	-	-	1,494.11
000171	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
000173	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
000175	1,745.78	276.34	2,022.12	-	-	346.00	-	346.00	1,676.12	989.79	-	-	989.79
000176	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
000178	111.98	28.57	140.55	-	-	-	-	-	140.55	83.00	-	-	83.00
000179	2,766.55	500.01	3,266.56	-	-	-	-	-	3,266.56	1,928.97	-	-	1,928.97
000181	507.42	123.05	630.47	-	-	-	-	-	630.47	372.31	-	-	372.31
000184	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
000188	465.37	110.91	576.28	-	-	-	221.00	221.00	355.28	209.80	1,238.98	209.80	-
000191	1,103.21	229.02	1,332.23	-	-	950.00	-	950.00	382.23	225.71	461.41	225.71	-
000195	-	-	-	-	-	-	-	-	-	-	-	-	-
000202	112.53	28.48	141.01	-	-	54.00	-	54.00	87.01	51.38	-	-	51.38
000205	3,813.19	683.88	4,497.07	132.00	532.00	605.00	-	1,269.00	3,228.07	1,906.24	-	-	1,906.24
000207	4,908.12	915.74	5,823.86	-	-	-	-	-	5,823.86	3,439.11	3,406.62	3,406.62	32.49
000210	475.15	114.41	589.56	-	-	-	226.44	226.44	363.12	214.43	-	-	214.43
000212	1,406.27	301.29	1,707.56	-	-	786.00	-	786.00	921.56	544.20	-	-	544.20
000213	2,594.55	474.82	3,069.37	132.00	-	-	-	132.00	2,937.37	1,734.58	-	-	1,734.58

Settlement Shares, Proposed Setoffs, and Settlement Payments
Sorted By Resident ID

Resident ID	All Utilities Combined 4/1/2004 - 4/30/2011	Prejudgment Interest Allegedly Due	Total Claim Based on Plaintiffs' Theory of the Case	January 2010 Refund	February 2010 Refund	March 2011 Refund	VHA March 2011 Setoff Against A/R Balance	Total Adjustments	Balance Owed Under Plaintiffs' Theory of the Case After Refunds and March 2011 Setoffs	Settlement Share Based on Recovery Ratio of 59%	Alleged Debt Due VHA Based On February 2015 AR Balance	Setoff or Proposed Credit Towards Debt Owed VHA	Settlement Payment After Proposed Setoff or Credit Towards Debt Owed VHA
000216	44.70	11.50	56.19	-	-	28.00	-	28.00	28.19	16.65	-	-	16.65
000218	2,558.58	466.62	3,025.19	168.00	475.00	1,228.00	-	1,871.00	1,154.19	681.58	-	-	681.58
000220	2,149.32	396.06	2,545.38	156.00	323.00	775.00	-	1,254.00	1,291.38	762.59	-	-	762.59
000221	2,740.33	498.13	3,238.45	-	-	565.00	-	565.00	2,673.45	1,578.73	-	-	1,578.73
000223	2,095.11	427.17	2,522.27	-	-	1,384.00	-	1,384.00	1,138.27	672.17	-	-	672.17
000225	352.46	83.22	435.68	-	-	-	338.00	338.00	97.68	57.68	568.51	57.68	-
000227	630.93	137.66	768.60	-	-	-	-	-	768.60	453.87	-	-	453.87
000231	158.48	39.64	198.12	-	-	-	-	-	198.12	116.99	-	-	116.99
000240	2,030.39	374.18	2,404.58	91.00	144.98	-	-	235.98	2,168.60	1,280.60	-	-	1,280.60
000243	516.82	125.96	642.78	-	-	-	298.00	298.00	344.78	203.60	2,849.99	203.60	-
000251	2,618.92	479.74	3,098.66	-	-	492.00	-	492.00	2,606.66	1,539.29	-	-	1,539.29
000252	1,093.98	244.78	1,338.76	-	-	349.00	-	349.00	989.76	584.47	-	-	584.47
000253	743.95	142.52	886.47	-	-	762.00	-	762.00	124.47	73.50	-	-	73.50
000254	2,975.26	562.63	3,537.90	-	-	-	-	-	3,537.90	2,089.20	69.35	69.35	2,019.85
000256	70.05	17.94	87.99	-	-	6.00	-	6.00	81.99	48.42	-	-	48.42
000257	4,245.70	795.62	5,041.32	-	-	311.44	1,260.56	1,572.00	3,469.32	2,048.70	-	-	2,048.70
000258	4,926.53	871.14	5,797.66	-	-	2,950.00	-	2,950.00	2,847.66	1,681.61	-	-	1,681.61
000259	285.13	70.48	355.61	-	-	-	-	-	355.61	210.00	117.78	117.78	92.22
000261	44.70	11.50	56.19	-	-	-	-	-	56.19	33.18	-	-	33.18
000263	3,272.89	609.59	3,882.48	88.00	437.00	-	-	525.00	3,357.48	1,982.66	267.02	267.02	1,715.64
000268	525.48	96.38	621.86	-	-	828.00	-	828.00	-	-	-	-	-
000277	141.60	35.84	177.44	-	-	-	-	-	177.44	104.78	-	-	104.78
000280	2,463.50	480.96	2,944.46	-	-	316.00	-	316.00	2,628.46	1,552.16	-	-	1,552.16
000283	3,138.95	612.06	3,751.01	-	-	-	1,448.00	1,448.00	2,303.01	1,359.98	178.69	178.69	1,181.29
000291	1,285.41	266.45	1,551.87	-	-	601.00	-	601.00	950.87	561.51	-	-	561.51
000297	1,680.41	315.81	1,996.22	-	-	591.24	80.76	672.00	1,324.22	781.98	-	-	781.98
000303	2,558.58	466.62	3,025.19	168.00	475.00	1,288.00	-	1,931.00	1,094.19	646.14	-	-	646.14
000304	3,096.10	587.10	3,683.20	-	-	-	-	-	3,683.20	2,175.01	-	-	2,175.01
000306	4,851.61	897.71	5,749.32	-	-	-	-	-	5,749.32	3,395.09	2,659.84	2,659.84	735.25
000311	1,765.09	311.22	2,076.31	-	266.00	-	-	266.00	1,810.31	1,069.03	-	-	1,069.03
000312	1,073.90	197.66	1,271.56	-	-	892.00	-	892.00	379.56	224.14	-	-	224.14
000313	1,073.90	197.66	1,271.56	-	-	892.00	-	892.00	379.56	224.14	-	-	224.14
000314	1,148.18	210.17	1,358.35	-	-	-	306.51	306.51	1,051.84	621.13	-	-	621.13
000316	1,169.90	212.17	1,382.07	-	-	1,012.00	-	1,012.00	370.07	218.53	-	-	218.53
000317	1,169.90	212.17	1,382.07	-	-	1,012.00	-	1,012.00	370.07	218.53	-	-	218.53
000318	1,283.47	252.73	1,536.21	-	-	-	-	-	1,536.21	907.16	-	-	907.16
000326	813.69	171.68	985.37	-	-	-	165.00	165.00	820.37	484.44	3,287.71	484.44	-
000330	432.28	104.93	537.21	-	-	-	-	-	537.21	317.23	1,502.36	317.23	-
000332	3,522.78	631.27	4,154.05	-	-	431.00	-	431.00	3,723.05	2,198.54	-	-	2,198.54
000335	416.95	102.16	519.12	-	-	63.00	-	63.00	456.12	269.35	-	-	269.35
000338	1,495.42	296.21	1,791.63	-	-	1,203.00	-	1,203.00	588.63	347.60	-	-	347.60
000340	719.41	137.11	856.52	-	-	757.00	-	757.00	99.52	58.77	-	-	58.77
000343	550.99	114.82	665.81	-	-	-	-	-	665.81	393.18	-	-	393.18
000344	719.41	137.11	856.52	-	-	757.00	-	757.00	99.52	58.77	-	-	58.77
000350	731.21	147.19	878.40	-	-	838.00	-	838.00	40.40	23.86	-	-	23.86
000357	1,675.01	324.18	1,999.19	-	-	-	-	-	1,999.19	1,180.56	-	-	1,180.56
000358	1,675.01	324.18	1,999.19	-	-	-	-	-	1,999.19	1,180.56	-	-	1,180.56
000370	189.76	47.46	237.22	-	-	315.00	-	315.00	-	-	-	-	-
000373	379.51	91.51	471.03	-	-	-	-	-	471.03	278.15	-	-	278.15
000374	50.78	13.01	63.79	-	-	48.00	-	48.00	15.79	9.32	-	-	9.32
000376	2,395.50	443.29	2,838.79	-	-	-	-	-	2,838.79	1,676.37	-	-	1,676.37
000378	527.00	121.80	648.80	-	-	840.00	-	840.00	-	-	-	-	-
000382	2,340.27	379.91	2,720.17	-	-	672.00	-	672.00	2,048.17	1,209.49	-	-	1,209.49
000389	333.51	81.75	415.26	-	-	-	112.00	112.00	303.26	179.08	2,145.52	179.08	-

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000395	743.95	142.52	886.47	-	-	762.00	-	762.00	124.47	73.50	-	-	73.50
000398	1,271.63	289.27	1,560.91	-	-	-	-	-	1,560.91	921.75	-	-	921.75
000405	2,674.33	488.19	3,162.52	-	-	610.00	-	610.00	2,552.52	1,507.31	542.04	542.04	965.27
000408	220.06	54.16	274.22	-	-	208.00	-	208.00	66.22	39.10	-	-	39.10
000410	168.67	42.36	211.03	-	-	280.00	-	280.00	-	-	-	-	-
000413	1,470.71	229.97	1,700.69	-	-	-	-	-	1,700.69	1,004.29	-	-	1,004.29
000425	1,031.25	197.46	1,228.71	-	-	1,276.00	-	1,276.00	-	-	-	-	-
000427	1,209.98	221.55	1,431.53	-	-	1,055.00	-	1,055.00	376.53	222.35	-	-	222.35
000429	989.98	193.45	1,183.44	-	-	1,067.00	-	1,067.00	116.44	68.76	-	-	68.76
000434	84.64	21.51	106.15	-	-	80.00	-	80.00	26.15	15.44	-	-	15.44
000436	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000452	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000460	70.07	17.74	87.81	-	-	-	78.00	78.00	9.81	5.79	54.77	5.79	-
000463	473.23	103.29	576.51	-	-	590.00	-	590.00	-	-	-	-	-
000469	476.91	103.90	580.80	-	-	595.00	-	595.00	-	-	-	-	-
000475	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000477	1,070.42	183.64	1,254.06	-	-	399.00	-	399.00	855.06	504.93	-	-	504.93
000487	210.22	50.69	260.91	-	-	-	-	-	260.91	154.07	-	-	154.07
000488	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000490	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000491	536.07	112.78	648.85	-	-	-	-	-	648.85	383.16	-	-	383.16
000495	1,678.84	313.48	1,992.33	-	-	919.00	-	919.00	1,073.33	633.82	-	-	633.82
000498	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
000504	202.71	50.09	252.80	-	-	52.00	-	52.00	200.80	118.58	-	-	118.58
000505	584.89	131.79	716.67	-	-	-	189.00	189.00	527.67	311.60	1,270.83	311.60	-
000506	440.64	102.75	543.39	-	-	-	-	-	543.39	320.88	-	-	320.88
000507	1,092.44	212.34	1,304.78	-	-	-	291.00	291.00	1,013.78	598.66	2,071.89	598.66	-
000509	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
000511	1,628.75	311.86	1,940.61	-	-	1,383.00	-	1,383.00	557.61	329.28	-	-	329.28
000512	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
000515	47.64	12.25	59.90	-	-	16.00	-	16.00	43.90	25.92	-	-	25.92
000537	1,648.65	299.54	1,948.19	-	-	847.00	-	847.00	1,101.19	650.28	-	-	650.28
000538	151.83	37.37	189.19	-	-	-	-	-	189.19	111.72	-	-	111.72
000542	1,285.34	237.01	1,522.35	-	-	565.00	-	565.00	957.35	565.34	-	-	565.34
000544	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000545	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000546	658.28	127.03	785.31	-	-	919.00	-	919.00	-	-	-	-	-
000549	510.02	109.06	619.08	-	-	-	-	-	619.08	365.58	-	-	365.58
000551	397.08	89.39	486.47	-	-	-	-	-	486.47	287.27	-	-	287.27
000553	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000554	46.72	11.92	58.64	-	-	52.00	-	52.00	6.64	3.92	-	-	3.92
000557	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000558	543.53	113.81	657.34	-	-	-	-	-	657.34	388.17	-	-	388.17
000560	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	152.53	-	-
000561	3,517.49	630.78	4,148.27	-	-	447.00	-	447.00	3,701.27	2,185.68	-	-	2,185.68
000562	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000580	480.58	104.50	585.09	-	-	-	-	-	585.09	345.51	-	-	345.51
000584	320.69	74.37	395.06	-	-	-	315.00	315.00	80.06	47.28	94.86	47.28	-
000600	1,680.41	315.81	1,996.22	-	-	708.00	-	708.00	1,288.22	760.72	-	-	760.72
000604	1,204.11	277.53	1,481.64	-	-	-	-	-	1,481.64	874.94	6,962.08	874.94	-
000607	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
000613	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
000617	1,862.03	350.10	2,212.13	-	-	-	-	-	2,212.13	1,306.31	-	-	1,306.31
000625	469.65	113.24	582.89	-	-	-	342.00	342.00	240.89	142.25	740.29	142.25	-

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000631	513.69	109.60	623.30	-	-	-	645.00	645.00	-	-	-	-	-
000632	895.99	182.09	1,078.07	-	-	332.00	-	332.00	746.07	440.57	-	-	440.57
000634	1,728.41	320.48	2,048.89	-	-	736.00	-	736.00	1,312.89	775.29	-	-	775.29
000635	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000645	829.95	167.35	997.30	-	-	634.00	-	634.00	363.30	214.53	-	-	214.53
000648	669.69	146.97	816.66	-	-	-	-	-	816.66	482.26	-	-	482.26
000652	166.75	42.04	208.80	-	-	56.00	-	56.00	152.80	90.23	-	-	90.23
000665	788.94	168.37	957.31	-	-	182.00	-	182.00	775.31	457.84	-	-	457.84
000670	823.76	166.74	990.50	-	-	639.00	-	639.00	351.50	207.57	-	-	207.57
000674	2,431.29	449.49	2,880.78	-	-	-	-	-	2,880.78	1,701.16	1,194.80	1,194.80	506.36
000677	1,727.26	320.58	2,047.84	-	-	866.00	-	866.00	1,181.84	697.90	-	-	697.90
000678	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
000689	280.29	65.90	346.19	-	-	312.00	-	312.00	34.19	20.19	-	-	20.19
000693	1,230.41	228.30	1,458.71	-	-	404.00	-	404.00	1,054.71	622.83	-	-	622.83
000718	1,303.28	261.85	1,565.13	-	-	729.00	-	729.00	836.13	493.75	-	-	493.75
000719	1,650.81	313.91	1,964.73	-	-	1,439.00	-	1,439.00	525.73	310.45	-	-	310.45
000720	1,149.03	217.36	1,366.38	-	-	286.00	-	286.00	1,080.38	637.99	-	-	637.99
000740	609.08	145.64	754.72	-	-	-	-	-	754.72	445.68	-	-	445.68
000828	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
000837	48.38	4.71	53.10	-	-	140.00	-	140.00	-	-	-	-	-
000903	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	89.50	-	-
000974	1,274.74	246.81	1,521.55	-	-	-	404.00	404.00	1,117.55	659.93	716.18	659.93	-
001003	768.09	100.80	868.89	-	-	-	-	-	868.89	513.10	-	-	513.10
001242	157.96	27.19	185.15	-	-	36.00	-	36.00	149.15	88.08	-	-	88.08
001359	2,335.40	362.18	2,697.58	-	-	742.00	-	742.00	1,955.58	1,154.81	-	-	1,154.81
001379	1,031.25	197.46	1,228.71	-	-	1,276.00	-	1,276.00	-	-	-	-	-
001383	1,860.13	272.84	2,132.97	-	-	80.00	-	80.00	2,052.97	1,212.32	36.48	36.48	1,175.84
001408	2,704.82	482.08	3,186.90	-	-	-	-	-	3,186.90	1,881.93	2,578.43	1,881.93	-
001494	2,773.33	503.09	3,276.42	-	-	1,685.00	-	1,685.00	1,591.42	939.77	1,121.14	939.77	-
001546	2,674.33	488.19	3,162.52	-	-	1,450.00	-	1,450.00	1,712.52	1,011.28	-	-	1,011.28
001858	366.06	92.30	458.36	-	-	-	-	-	458.36	270.67	-	-	270.67
001860	6,991.12	1,261.72	8,252.84	-	684.00	5,137.00	-	5,821.00	2,431.84	1,436.05	-	-	1,436.05
002008	1,233.39	201.85	1,435.24	-	-	644.00	-	644.00	791.24	467.24	-	-	467.24
002012	190.12	47.67	237.79	-	-	-	-	-	237.79	140.42	-	-	140.42
002059	260.40	63.57	323.98	-	-	60.00	-	60.00	263.98	155.88	-	-	155.88
002124	442.37	108.26	550.63	-	-	88.00	-	88.00	462.63	273.19	-	-	273.19
002147	523.42	81.10	604.52	-	-	812.00	-	812.00	-	-	-	-	-
002262	147.13	26.93	174.06	-	-	-	208.00	208.00	-	-	822.81	-	-
002415	140.15	34.63	174.78	-	-	-	-	-	174.78	103.21	-	-	103.21
002517	1,227.82	177.26	1,405.09	-	244.00	765.00	-	1,009.00	396.09	233.90	174.80	174.80	59.10
002616	715.21	158.15	873.36	-	-	-	1,140.00	1,140.00	-	-	627.64	-	-
002635	1,734.67	321.07	2,055.75	-	-	934.00	-	934.00	1,121.75	662.41	1,190.38	662.41	-
002724	98.91	15.63	114.55	-	-	-	-	-	114.55	67.64	444.04	67.64	-
002752	83.61	21.42	105.03	-	-	-	-	-	105.03	62.02	-	-	62.02
002864	239.70	58.76	298.46	-	-	-	392.00	392.00	-	-	979.87	-	-
002939	1,014.34	219.60	1,233.94	-	-	-	344.00	344.00	889.94	525.53	-	-	525.53
002979	1,439.05	293.45	1,732.50	-	-	-	214.36	214.36	1,518.14	896.49	-	-	896.49
003012	1,447.67	320.58	1,768.25	-	-	-	72.00	72.00	1,696.25	1,001.67	2,297.34	1,001.67	-
003032	1,112.68	241.60	1,354.28	-	-	-	534.00	534.00	820.28	484.39	1,525.37	484.39	-
003092	156.55	39.63	196.18	-	-	-	15.00	15.00	181.18	106.99	-	-	106.99
003271	404.97	98.06	503.03	-	-	136.00	-	136.00	367.03	216.74	-	-	216.74
003278	1,199.71	182.62	1,382.33	-	-	-	131.00	131.00	1,251.33	738.94	-	-	738.94
003290	2,390.28	428.85	2,819.12	-	-	-	-	-	2,819.12	1,664.75	-	-	1,664.75
003313	2,727.47	410.01	3,137.48	-	-	-	-	-	3,137.48	1,852.75	434.50	434.50	1,418.25

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003338	424.32	104.90	529.22	-	-	-	-	-	529.22	312.51	-	-	312.51
003435	3,146.51	561.59	3,708.10	-	-	-	165.00	165.00	3,543.10	2,092.28	-	-	2,092.28
003440	54.06	13.96	68.02	-	-	-	-	-	68.02	40.17	2,472.30	40.17	-
003547	3,028.21	564.01	3,592.22	-	304.00	-	24.00	328.00	3,264.22	1,927.59	-	-	1,927.59
003548	469.16	116.01	585.18	-	-	99.00	-	99.00	486.18	287.10	-	-	287.10
003557	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
003671	1,031.25	197.46	1,228.71	-	-	1,276.00	-	1,276.00	-	-	-	-	-
003737	705.56	151.30	856.85	-	-	-	582.35	582.35	274.50	162.10	-	-	162.10
003742	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
003842	3,320.89	602.09	3,922.98	-	-	-	-	-	3,922.98	2,316.60	-	-	2,316.60
003846	473.06	115.80	588.87	-	-	269.00	-	269.00	319.87	188.89	-	-	188.89
003962	2,114.62	364.10	2,478.72	-	-	-	-	-	2,478.72	1,463.74	153.83	153.83	1,309.91
004012	136.44	15.32	151.76	-	-	273.00	-	273.00	-	-	261.86	-	-
004016	1,398.24	333.65	1,731.89	-	-	-	674.00	674.00	1,057.89	624.70	3,356.86	624.70	-
004072	3,032.56	576.11	3,608.67	-	-	-	-	-	3,608.67	2,131.00	-	-	2,131.00
004073	2,279.72	360.61	2,640.33	-	-	-	-	-	2,640.33	1,559.17	-	-	1,559.17
004207	480.83	59.43	540.26	-	-	48.00	-	48.00	492.26	290.69	-	-	290.69
004222	48.32	4.80	53.13	-	-	12.00	-	12.00	41.13	24.29	-	-	24.29
004227	95.29	24.31	119.60	-	-	-	-	-	119.60	70.63	-	-	70.63
004250	918.18	188.54	1,106.72	-	-	191.00	-	191.00	915.72	540.75	-	-	540.75
004257	304.70	73.47	378.17	-	-	288.00	-	288.00	90.17	53.25	-	-	53.25
004263	489.20	120.43	609.62	-	-	-	-	-	609.62	360.00	-	-	360.00
004298	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
004341	711.09	93.22	804.31	-	-	-	138.00	138.00	666.31	393.47	2,265.73	393.47	-
004425	2,787.42	534.55	3,321.97	-	-	-	92.00	92.00	3,229.97	1,907.37	182.66	182.66	1,724.71
004501	296.83	35.61	332.44	-	-	-	-	-	332.44	196.31	-	-	196.31
004538	539.06	132.10	671.16	-	-	-	-	-	671.16	396.34	-	-	396.34
004667	1,232.56	255.19	1,487.75	-	-	-	408.00	408.00	1,079.75	637.62	1,995.67	637.62	-
004702	190.12	47.67	237.79	-	-	120.00	-	120.00	117.79	69.56	-	-	69.56
004770	268.88	67.52	336.40	-	-	-	-	-	336.40	198.65	-	-	198.65
004847	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
004864	319.96	69.15	389.12	-	-	-	540.00	540.00	-	-	2,597.82	-	-
004912	714.66	152.31	866.97	-	-	-	248.00	248.00	618.97	365.51	2,739.46	365.51	-
004959	106.20	12.69	118.89	-	-	282.00	-	282.00	-	-	-	-	-
004991	2,527.50	541.48	3,068.98	-	-	-	-	-	3,068.98	1,812.30	-	-	1,812.30
005034	884.99	195.71	1,080.69	-	-	453.00	-	453.00	627.69	370.67	-	-	370.67
005053	757.27	156.55	913.82	-	-	1,681.00	-	1,681.00	-	-	-	-	-
005095	1,031.25	197.46	1,228.71	-	-	1,276.00	-	1,276.00	-	-	-	-	-
005097	978.44	191.08	1,169.52	-	-	1,233.00	-	1,233.00	-	-	-	-	-
005158	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
005185	93.90	23.96	117.86	-	-	-	-	-	117.86	69.60	-	-	69.60
005193	1,109.47	257.93	1,367.40	-	-	-	-	-	1,367.40	807.48	-	-	807.48
005274	539.27	134.34	673.62	-	-	-	-	-	673.62	397.79	-	-	397.79
005278	263.01	34.09	297.10	-	-	-	508.00	508.00	-	-	-	-	-
005302	405.00	95.63	500.62	-	-	-	-	-	500.62	295.63	-	-	295.63
005308	115.41	29.21	144.62	-	-	-	-	-	144.62	85.40	-	-	85.40
005315	642.27	125.47	767.74	-	-	932.00	13.00	945.00	-	-	-	-	-
005372	875.10	182.08	1,057.18	-	-	12.22	175.78	188.00	869.18	513.27	-	-	513.27
005383	815.88	124.28	940.16	-	-	850.00	-	850.00	90.16	53.24	81.00	53.24	-
005459	2,740.33	498.13	3,238.45	-	-	541.00	-	541.00	2,697.45	1,592.90	-	-	1,592.90
005500	2,853.41	513.50	3,366.91	-	-	-	-	-	3,366.91	1,988.23	-	-	1,988.23
005564	53.24	5.17	58.40	-	-	150.00	-	150.00	-	-	-	-	-
005619	112.75	28.65	141.40	-	-	-	75.00	75.00	66.40	39.21	1,938.78	39.21	-
005627	1,031.25	197.46	1,228.71	-	-	1,276.00	-	1,276.00	-	-	-	-	-

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005643	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
005722	70.43	17.97	88.41	-	-	-	-	-	88.41	52.21	-	-	52.21
005756	187.43	25.35	212.79	-	-	425.00	-	425.00	-	-	-	-	-
005815	2,605.59	537.70	3,143.29	-	-	-	-	-	3,143.29	1,856.18	1,598.26	1,598.26	257.92
005829	1,973.47	372.98	2,346.45	-	-	-	-	-	2,346.45	1,385.63	-	-	1,385.63
005832	634.76	158.13	792.89	-	-	-	-	-	792.89	468.22	-	-	468.22
005835	52.32	13.46	65.78	-	-	-	-	-	65.78	38.84	-	-	38.84
005881	1,051.23	236.40	1,287.63	-	-	-	332.00	332.00	955.63	564.32	594.43	564.32	-
005958	150.13	17.65	167.78	-	-	67.00	-	67.00	100.78	59.51	-	-	59.51
005968	358.61	90.42	449.02	-	-	-	-	-	449.02	265.16	0.21	0.21	264.95
005995	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
005997	1,589.51	307.96	1,897.48	-	-	-	1,297.00	1,297.00	600.48	354.59	359.97	354.59	-
006023	638.71	125.24	763.95	-	-	823.00	-	823.00	-	-	-	-	-
006045	42.15	4.09	46.24	-	-	190.00	-	190.00	-	-	153.00	-	-
006059	507.41	100.19	607.60	-	-	507.00	-	507.00	100.60	59.41	-	-	59.41
006107	3,522.78	631.27	4,154.05	-	-	431.00	-	431.00	3,723.05	2,198.54	-	-	2,198.54
006164	288.43	71.56	359.99	-	-	-	-	-	359.99	212.58	-	-	212.58
006167	619.37	144.39	763.76	-	-	208.00	-	208.00	555.76	328.19	-	-	328.19
006180	820.02	166.54	986.56	-	-	-	177.00	177.00	809.56	478.06	1,435.26	478.06	-
006197	350.37	80.28	430.64	-	-	-	390.00	390.00	40.64	24.00	229.99	24.00	-
006298	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
006313	914.69	216.28	1,130.97	-	-	-	-	-	1,130.97	667.86	-	-	667.86
006350	1,540.81	326.54	1,867.35	-	-	-	-	-	1,867.35	1,102.71	-	-	1,102.71
006363	212.35	53.75	266.10	-	-	-	-	-	266.10	157.14	-	-	157.14
006395	539.76	123.25	663.01	-	-	-	205.00	205.00	458.01	270.46	1,599.46	270.46	-
006437	357.61	85.87	443.48	-	-	-	570.00	570.00	-	-	302.99	-	-
006489	1,418.95	334.55	1,753.51	-	-	264.92	214.08	479.00	1,274.51	752.62	-	-	752.62
006496	3,506.96	629.81	4,136.77	-	-	-	-	-	4,136.77	2,442.85	-	-	2,442.85
006534	1,848.37	354.66	2,203.03	-	-	3,109.00	-	3,109.00	-	-	-	-	-
006585	1,694.93	319.83	2,014.76	-	-	1,332.00	-	1,332.00	682.76	403.19	-	-	403.19
006595	786.12	177.76	963.88	-	-	264.00	-	264.00	699.88	413.30	-	-	413.30
006636	6,273.17	1,126.45	7,399.62	-	570.00	-	-	570.00	6,829.62	4,033.04	-	-	4,033.04
006640	422.31	98.87	521.18	-	-	100.00	-	100.00	421.18	248.71	-	-	248.71
006717	808.84	184.51	993.36	-	-	-	589.00	589.00	404.36	238.78	255.91	238.78	-
006726	2,245.32	410.56	2,655.88	132.00	285.00	864.00	-	1,281.00	1,374.88	811.90	-	-	811.90
006755	710.34	151.88	862.22	-	-	1,155.28	221.72	1,377.00	-	-	-	-	-
006882	1,238.80	272.17	1,510.97	-	-	-	-	-	1,510.97	892.26	-	-	892.26
006885	718.46	158.72	877.18	-	-	-	1,130.00	1,130.00	-	-	994.97	-	-
006917	389.34	91.93	481.26	-	-	-	368.00	368.00	113.26	66.88	-	-	66.88
007030	328.80	80.93	409.73	-	-	-	-	-	409.73	241.95	-	-	241.95
007033	4,624.62	851.99	5,476.61	-	-	-	-	-	5,476.61	3,234.06	-	-	3,234.06
007035	323.56	81.91	405.47	-	-	-	-	-	405.47	239.44	-	-	239.44
007040	1,269.44	232.96	1,502.40	-	-	530.00	-	530.00	972.40	574.22	492.93	492.93	81.29
007066	1,889.66	384.02	2,273.68	-	-	-	-	-	2,273.68	1,342.66	-	-	1,342.66
007132	3,004.26	567.10	3,571.36	-	-	-	-	-	3,571.36	2,108.97	-	-	2,108.97
007142	716.70	172.11	888.82	-	-	-	-	-	888.82	524.87	2,221.89	524.87	-
007151	3,095.56	580.46	3,676.02	132.00	437.00	-	-	569.00	3,107.02	1,834.76	-	-	1,834.76
007178	710.63	136.30	846.94	-	-	718.00	-	718.00	128.94	76.14	-	-	76.14
007218	1,184.58	252.28	1,436.86	-	-	900.00	-	900.00	536.86	317.03	-	-	317.03
007221	2,525.98	459.90	2,985.89	168.00	475.00	1,213.00	-	1,856.00	1,129.89	667.22	-	-	667.22
007332	719.41	137.11	856.52	-	-	757.00	-	757.00	99.52	58.77	-	-	58.77
007337	2,485.71	445.71	2,931.42	-	304.00	211.00	-	515.00	2,416.42	1,426.95	-	-	1,426.95
007373	68.49	17.47	85.96	-	-	100.00	-	100.00	-	-	-	-	-
007406	357.33	87.23	444.56	-	-	128.00	-	128.00	316.56	186.94	-	-	186.94

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007434	2,838.37	571.61	3,409.99	-	-	1,159.88	38.24	1,198.12	2,211.87	1,306.15	-	-	1,306.15
007496	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
007593	679.22	166.40	845.62	-	-	254.00	-	254.00	591.62	349.37	-	-	349.37
007650	1,379.19	309.68	1,688.87	-	-	-	461.00	461.00	1,227.87	725.08	1,253.34	725.08	-
007658	524.08	124.27	648.35	-	-	176.00	-	176.00	472.35	278.93	-	-	278.93
007669	1,438.58	309.35	1,747.93	-	-	457.00	-	457.00	1,290.93	762.32	-	-	762.32
007678	210.42	53.05	263.47	-	-	119.00	-	119.00	144.47	85.31	-	-	85.31
007684	51.36	13.16	64.52	-	-	75.00	-	75.00	-	-	-	-	-
007703	914.69	216.28	1,130.97	-	-	-	-	-	1,130.97	667.86	-	-	667.86
007751	2,558.58	466.62	3,025.19	168.00	475.00	1,288.00	-	1,931.00	1,094.19	646.14	-	-	646.14
007758	152.03	38.03	190.06	-	-	-	-	-	190.06	112.23	-	-	112.23
007766	574.87	134.13	709.00	-	-	240.00	-	240.00	469.00	276.95	-	-	276.95
007775	1,434.81	306.18	1,740.99	-	-	27.00	-	27.00	1,713.99	1,012.15	-	-	1,012.15
007823	809.32	116.26	925.58	-	-	-	41.00	41.00	884.58	522.36	3,394.30	522.36	-
007827	85.61	21.76	107.37	-	-	-	125.00	125.00	-	-	1,635.90	-	-
007832	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
007856	287.77	69.68	357.45	-	-	-	272.00	272.00	85.45	50.46	518.38	50.46	-
007908	2,190.95	342.17	2,533.13	-	-	-	-	-	2,533.13	1,495.86	-	-	1,495.86
007911	667.01	154.16	821.18	-	-	224.00	-	224.00	597.18	352.65	-	-	352.65
008038	292.85	37.16	330.02	-	-	224.00	-	224.00	106.02	62.60	-	-	62.60
008047	1,078.95	234.02	1,312.97	-	-	-	811.00	811.00	501.97	296.43	626.83	296.43	-
008057	2,558.58	466.62	3,025.19	168.00	475.00	1,228.00	-	1,871.00	1,154.19	681.58	-	-	681.58
008102	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
008125	915.20	182.00	1,097.20	-	-	1,131.00	-	1,131.00	-	-	-	-	-
008126	426.81	103.68	530.49	-	-	69.00	-	69.00	461.49	272.52	-	-	272.52
008133	440.12	102.60	542.72	-	-	416.00	-	416.00	126.72	74.83	-	-	74.83
008210	1,088.90	239.32	1,328.22	-	-	-	536.00	536.00	792.22	467.83	43.43	43.43	424.40
008245	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
008253	158.83	39.82	198.65	-	-	-	80.00	80.00	118.65	70.06	2,134.55	70.06	-
008257	1,807.28	270.39	2,077.67	-	-	-	-	-	2,077.67	1,226.91	80.00	80.00	1,146.91
008280	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
008362	1,248.49	272.70	1,521.19	-	-	-	714.00	714.00	807.19	476.66	-	-	476.66
008397	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
008408	1,641.43	312.98	1,954.41	-	-	1,413.00	-	1,413.00	541.41	319.71	910.00	319.71	-
008541	574.58	127.79	702.36	-	-	-	20.00	20.00	682.36	402.95	1,655.03	402.95	-
008610	2,518.98	446.80	2,965.78	132.00	437.00	1,235.00	-	1,804.00	1,161.78	686.06	-	-	686.06
008649	2,823.96	488.20	3,312.16	-	-	-	-	-	3,312.16	1,955.90	-	-	1,955.90
008695	45.70	11.48	57.18	-	-	-	42.00	42.00	15.18	8.96	300.34	8.96	-
008744	130.46	33.16	163.61	-	-	-	95.00	95.00	68.61	40.52	913.77	40.52	-
008756	287.77	69.68	357.45	-	-	-	272.00	272.00	85.45	50.46	741.94	50.46	-
008789	423.19	99.08	522.27	-	-	-	-	-	522.27	308.41	-	-	308.41
008798	1,320.80	287.35	1,608.16	-	-	-	-	-	1,608.16	949.65	1,691.44	949.65	-
008805	1,680.41	315.81	1,996.22	-	-	690.00	-	690.00	1,306.22	771.35	-	-	771.35
008814	1,822.91	374.15	2,197.06	-	-	-	453.00	453.00	1,744.06	1,029.91	78.65	78.65	951.26
008842	186.20	46.20	232.40	-	-	176.00	-	176.00	56.40	33.31	-	-	33.31
008867	78.27	20.05	98.33	-	-	-	57.00	57.00	41.33	24.40	2,043.18	24.40	-
008887	166.75	42.04	208.80	-	-	-	64.00	64.00	144.80	85.51	662.23	85.51	-
008895	673.71	162.84	836.55	-	-	-	-	-	836.55	494.00	37.15	37.15	456.85
008951	165.45	41.71	207.16	-	-	-	-	-	207.16	122.33	912.91	122.33	-
008993	312.00	76.32	388.32	-	-	-	-	-	388.32	229.31	164.30	164.30	65.01
009013	9.28	0.85	10.12	-	-	-	-	-	10.12	5.98	-	-	5.98
009014	253.46	62.94	316.40	-	-	-	146.00	146.00	170.40	100.63	1,176.42	100.63	-
009037	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
009075	348.47	85.38	433.85	-	-	-	-	-	433.85	256.20	1,251.58	256.20	-

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009079	681.43	160.16	841.58	-	-	-	-	-	841.58	496.97	2,768.16	496.97	-
009083	216.60	26.80	243.40	-	-	-	-	-	243.40	143.73	1,925.29	143.73	-
009088	1,320.80	287.35	1,608.16	-	-	53.00	-	53.00	1,555.16	918.35	-	-	918.35
009104	78.97	9.97	88.95	-	-	-	533.00	533.00	-	-	-	-	-
009108	101.57	25.71	127.28	-	-	96.00	-	96.00	31.28	18.47	-	-	18.47
009118	380.49	93.27	473.75	-	-	-	-	-	473.75	279.76	-	-	279.76
009143	1,469.28	312.27	1,781.55	-	-	889.00	-	889.00	892.55	527.07	-	-	527.07
009144	404.97	89.95	494.93	-	-	144.00	-	144.00	350.93	207.23	-	-	207.23
009151	1,563.48	240.77	1,804.25	-	-	-	-	-	1,804.25	1,065.45	94.70	94.70	970.75
009164	3,059.38	566.94	3,626.31	-	304.00	-	30.00	334.00	3,292.31	1,944.18	57.11	57.11	1,887.07
009174	516.81	125.44	642.24	-	-	-	-	-	642.24	379.26	2,400.64	379.26	-
009194	268.61	63.42	332.04	-	-	-	-	-	332.04	196.07	234.44	196.07	-
009235	2,010.91	332.59	2,343.51	-	-	-	-	-	2,343.51	1,383.89	-	-	1,383.89
009271	27.83	2.65	30.48	-	-	4.00	-	4.00	26.48	15.64	-	-	15.64
009288	6,174.84	1,088.07	7,262.91	-	-	2,839.00	302.00	3,141.00	4,121.91	2,434.08	-	-	2,434.08
009296	23.82	6.15	29.97	-	-	-	-	-	29.97	17.70	-	-	17.70
009323	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	1,859.66	1,859.66	87.54
009332	348.47	85.38	433.85	-	-	223.00	-	223.00	210.85	124.51	-	-	124.51
009345	1,779.79	332.98	2,112.77	-	-	1,307.00	-	1,307.00	805.77	475.82	0.11	0.11	475.71
009356	1,129.94	259.92	1,389.85	-	-	-	-	-	1,389.85	820.74	212.43	212.43	608.31
009375	272.90	42.32	315.21	-	-	-	105.00	105.00	210.21	124.14	230.80	124.14	-
009394	248.30	42.47	290.77	-	-	698.00	-	698.00	-	-	-	-	-
009409	535.70	129.49	665.20	-	-	-	90.00	90.00	575.20	339.67	2,617.78	339.67	-
009430	1,192.00	221.53	1,413.53	-	-	404.00	-	404.00	1,009.53	596.15	-	-	596.15
009446	670.03	147.06	817.09	-	-	656.00	-	656.00	161.09	95.13	-	-	95.13
009452	942.02	227.66	1,169.68	-	-	-	397.00	397.00	772.68	456.28	4,749.59	456.28	-
009500	798.88	185.07	983.95	-	-	-	-	-	983.95	581.04	1,388.18	581.04	-
009505	1,672.89	340.42	2,013.31	-	-	429.00	-	429.00	1,584.31	935.57	-	-	935.57
009565	1,514.16	291.57	1,805.73	-	-	-	560.00	560.00	1,245.73	735.63	994.66	735.63	-
009572	71.47	18.31	89.77	-	-	-	23.38	23.38	66.39	39.21	-	-	39.21
009593	2,196.68	415.04	2,611.72	-	-	1,368.00	-	1,368.00	1,243.72	734.44	-	-	734.44
009604	1,690.34	386.43	2,076.77	-	-	753.00	-	753.00	1,323.77	781.72	-	-	781.72
009625	224.27	56.10	280.36	-	-	-	-	-	280.36	165.56	-	-	165.56
009643	750.38	160.57	910.95	-	-	-	760.00	760.00	150.95	89.14	1,840.28	89.14	-
009650	3,195.62	653.08	3,848.70	-	-	-	-	-	3,848.70	2,272.74	-	-	2,272.74
009659	434.01	101.61	535.62	-	-	-	104.00	104.00	431.62	254.88	803.14	254.88	-
009677	626.32	139.12	765.44	-	-	592.00	-	592.00	173.44	102.42	-	-	102.42
009691	1,446.87	216.01	1,662.88	132.00	437.00	567.00	-	1,136.00	526.88	311.14	-	-	311.14
009784	83.61	21.42	105.03	-	-	-	54.00	54.00	51.03	30.13	1,323.57	30.13	-
009785	166.54	32.41	198.95	-	-	-	-	-	198.95	117.49	-	-	117.49
009787	53.24	5.17	58.40	-	-	150.00	-	150.00	-	-	-	-	-
009793	404.97	98.06	503.03	-	-	136.00	-	136.00	367.03	216.74	-	-	216.74
009833	2,466.73	509.55	2,976.29	-	-	1,326.00	-	1,326.00	1,650.29	974.53	-	-	974.53
009867	666.85	150.98	817.83	-	-	128.00	-	128.00	689.83	407.36	-	-	407.36
009876	1,486.26	291.34	1,777.60	-	-	498.00	-	498.00	1,279.60	755.63	-	-	755.63
009884	355.48	84.65	440.13	-	-	-	336.00	336.00	104.13	61.49	1,134.31	61.49	-
009898	828.69	195.14	1,023.83	-	-	138.00	-	138.00	885.83	523.10	-	-	523.10
009907	1,230.00	268.25	1,498.25	-	-	216.00	-	216.00	1,282.25	757.20	-	-	757.20
009918	905.23	200.17	1,105.40	-	-	-	-	-	1,105.40	652.76	-	-	652.76
009972	71.47	17.02	88.48	-	-	-	32.00	32.00	56.48	33.35	2,794.97	33.35	-
009983	2,545.83	401.36	2,947.20	240.00	404.00	847.00	-	1,491.00	1,456.20	859.91	-	-	859.91
010011	1,663.68	324.25	1,987.93	-	-	180.69	304.31	485.00	1,502.93	887.51	-	-	887.51
010031	394.14	96.16	490.30	-	-	-	-	-	490.30	289.53	3,407.50	289.53	-
010090	951.73	193.40	1,145.13	-	-	-	198.00	198.00	947.13	559.30	1,373.23	559.30	-

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010118	709.95	155.31	865.26	-	-	-	205.00	205.00	660.26	389.90	241.08	241.08	148.82
010143	547.90	129.37	677.27	-	-	-	-	-	677.27	399.94	-	-	399.94
010146	207.04	51.37	258.40	-	-	-	330.00	330.00	-	-	1,258.18	-	-
010189	406.26	95.52	501.78	-	-	-	384.00	384.00	117.78	69.55	763.63	69.55	-
010205	887.65	203.50	1,091.15	-	-	219.00	-	219.00	872.15	515.02	-	-	515.02
010218	2,111.93	427.06	2,538.99	-	-	-	-	-	2,538.99	1,499.33	-	-	1,499.33
010231	1,712.02	318.88	2,030.89	-	-	281.50	492.50	774.00	1,256.89	742.22	-	-	742.22
010273	1,335.57	180.97	1,516.54	-	-	213.00	-	213.00	1,303.54	769.77	2,586.63	769.77	-
010277	2,562.29	469.23	3,031.52	-	-	-	-	-	3,031.52	1,790.18	-	-	1,790.18
010282	2,604.06	484.42	3,088.48	-	-	-	60.00	60.00	3,028.48	1,788.38	1,546.36	1,546.36	242.02
010371	966.11	189.42	1,155.52	-	-	979.22	233.78	1,213.00	-	-	-	-	-
010406	3,393.31	619.19	4,012.50	-	-	-	-	-	4,012.50	2,369.47	-	-	2,369.47
010567	46.70	12.01	58.71	-	-	4.00	-	4.00	54.71	32.31	-	-	32.31
010575	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	743.07	743.07	1,204.13
010591	452.62	108.68	561.30	-	-	-	152.00	152.00	409.30	241.70	2,014.73	241.70	-
010602	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
010605	3,905.83	703.07	4,608.91	-	-	1,537.00	-	1,537.00	3,071.91	1,814.03	2,351.10	1,814.03	-
010625	665.93	154.05	819.98	-	-	309.00	-	309.00	510.98	301.74	-	-	301.74
010640	1,221.34	227.34	1,448.68	-	-	485.00	-	485.00	963.68	569.08	-	-	569.08
010651	985.99	164.53	1,150.53	-	-	485.00	-	485.00	665.53	393.01	2,576.05	393.01	-
010656	2,858.55	513.97	3,372.52	-	-	-	-	-	3,372.52	1,991.55	-	-	1,991.55
010657	757.27	156.55	913.82	-	-	1,681.00	-	1,681.00	-	-	-	-	-
010659	809.55	172.68	982.23	-	-	-	647.68	647.68	334.55	197.56	-	-	197.56
010660	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
010662	1,723.39	319.98	2,043.37	-	-	736.00	-	736.00	1,307.37	772.03	1,497.84	772.03	-
010663	135.89	34.54	170.42	-	-	-	-	-	170.42	100.64	-	-	100.64
010664	85.61	21.76	107.37	-	-	-	125.00	125.00	-	-	752.51	-	-
010666	3,002.82	574.07	3,576.89	-	-	-	-	-	3,576.89	2,112.23	-	-	2,112.23
010667	263.46	65.44	328.89	-	-	-	-	-	328.89	194.22	-	-	194.22
010668	1,680.41	315.81	1,996.22	-	-	-	636.00	636.00	1,360.22	803.24	-	-	803.24
010697	1,232.56	255.19	1,487.75	-	-	408.00	-	408.00	1,079.75	637.62	-	-	637.62
010713	4,611.26	836.82	5,448.08	-	-	-	-	-	5,448.08	3,217.21	-	-	3,217.21
010726	2,277.90	497.64	2,775.53	-	-	1,068.00	-	1,068.00	1,707.53	1,008.33	-	-	1,008.33
010740	700.61	153.49	854.10	-	-	-	574.00	574.00	280.10	165.41	3,269.23	165.41	-
010741	4,366.52	812.50	5,179.02	-	-	-	-	-	5,179.02	3,058.32	-	-	3,058.32
010754	1,154.70	217.20	1,371.90	-	-	938.28	25.72	964.00	407.90	240.87	-	-	240.87
010774	2,827.16	543.30	3,370.46	65.00	323.00	-	-	388.00	2,982.46	1,761.21	-	-	1,761.21
010792	1,230.41	228.30	1,458.71	-	-	404.00	-	404.00	1,054.71	622.83	90.00	90.00	532.83
010843	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
010848	490.90	112.97	603.87	-	-	464.00	-	464.00	139.87	82.60	-	-	82.60
010849	540.55	122.77	663.32	-	-	-	128.00	128.00	535.32	316.12	2,324.43	316.12	-
010850	2,654.58	481.12	3,135.70	132.00	437.00	771.00	530.00	1,870.00	1,265.70	747.42	-	-	747.42
010900	2,245.32	410.56	2,655.88	132.00	285.00	864.00	-	1,281.00	1,374.88	811.90	-	-	811.90
010907	158.48	39.64	198.12	-	-	45.00	-	45.00	153.12	90.42	-	-	90.42
010910	625.81	150.30	776.11	-	-	140.00	-	140.00	636.11	375.63	-	-	375.63
010932	632.50	147.03	779.53	-	-	321.00	-	321.00	458.53	270.77	-	-	270.77
010945	1,237.37	263.93	1,501.30	-	-	582.00	-	582.00	919.30	542.87	-	-	542.87
010950	2,491.64	453.11	2,944.75	-	-	-	-	-	2,944.75	1,738.94	-	-	1,738.94
010965	1,613.53	318.22	1,931.75	-	-	-	-	-	1,931.75	1,140.74	-	-	1,140.74
010967	33.86	5.73	39.58	-	-	258.00	-	258.00	-	-	-	-	-
010984	2,149.32	396.06	2,545.38	156.00	323.00	775.00	-	1,254.00	1,291.38	762.59	-	-	762.59
010985	2,344.04	415.04	2,759.08	-	-	-	-	-	2,759.08	1,629.30	-	-	1,629.30
011026	4,145.15	818.64	4,963.80	-	-	-	-	-	4,963.80	2,931.23	-	-	2,931.23
011065	152.35	38.11	190.45	-	-	144.00	-	144.00	46.45	27.43	-	-	27.43

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011103	3,064.39	571.52	3,635.91	-	-	220.85	55.15	276.00	3,359.91	1,984.10	678.74	678.74	1,305.36
011132	238.22	59.35	297.56	-	-	80.00	-	80.00	217.56	128.48	-	-	128.48
011135	702.01	138.41	840.42	-	-	-	582.00	582.00	258.42	152.60	1,302.88	152.60	-
011140	142.93	36.18	179.11	-	-	48.00	-	48.00	131.11	77.43	-	-	77.43
011246	607.09	143.26	750.35	-	-	-	-	-	750.35	443.10	-	-	443.10
011247	563.97	134.54	698.51	-	-	-	138.00	138.00	560.51	330.99	1,270.57	330.99	-
011249	2,494.03	465.96	2,959.99	-	-	-	-	-	2,959.99	1,747.94	-	-	1,747.94
011270	1,543.10	257.90	1,801.01	-	-	816.59	145.41	962.00	839.01	495.45	-	-	495.45
011275	2,067.16	415.04	2,482.20	-	-	-	128.00	128.00	2,354.20	1,390.21	193.38	193.38	1,196.83
011292	1,605.42	303.06	1,908.48	-	-	1,071.79	166.21	1,238.00	670.48	395.93	1,089.07	395.93	-
011312	757.27	156.55	913.82	-	-	1,681.00	-	1,681.00	-	-	-	-	-
011345	2,604.28	470.25	3,074.52	-	-	1,746.00	-	1,746.00	1,328.52	784.52	-	-	784.52
011380	69.44	17.72	87.16	-	-	-	16.00	16.00	71.16	42.02	527.25	42.02	-
011381	361.97	59.57	421.55	-	-	651.00	-	651.00	-	-	-	-	-
011546	968.70	209.65	1,178.35	-	-	-	336.00	336.00	842.35	497.43	289.73	289.73	207.70
011568	1,215.20	260.07	1,475.26	-	-	517.00	-	517.00	958.26	565.87	-	-	565.87
011572	389.19	95.83	485.02	-	-	-	-	-	485.02	286.41	280.81	280.81	5.60
011586	3,163.15	587.41	3,750.57	-	-	-	-	-	3,750.57	2,214.79	-	-	2,214.79
011605	291.66	42.35	334.01	-	-	1,100.00	-	1,100.00	-	-	-	-	-
011638	119.11	30.27	149.38	-	-	-	40.00	40.00	109.38	64.59	1,275.23	64.59	-
011644	1,117.90	265.01	1,382.91	-	-	-	-	-	1,382.91	816.64	2,811.74	816.64	-
011673	1,774.73	311.19	2,085.92	-	-	-	-	-	2,085.92	1,231.78	-	-	1,231.78
011684	1,087.02	260.41	1,347.43	-	-	-	-	-	1,347.43	795.69	-	-	795.69
011688	2,245.32	410.56	2,655.88	132.00	285.00	864.00	-	1,281.00	1,374.88	811.90	-	-	811.90
011705	118.49	29.88	148.37	-	-	112.00	-	112.00	36.37	21.48	-	-	21.48
011711	550.36	115.03	665.39	-	-	-	548.53	548.53	116.86	69.01	-	-	69.01
011715	4,515.26	822.31	5,337.58	-	-	-	-	-	5,337.58	3,151.95	-	-	3,151.95
011780	3,112.83	579.58	3,692.40	-	304.00	294.00	-	598.00	3,094.40	1,827.31	-	-	1,827.31
011790	1,192.89	259.20	1,452.09	-	-	-	138.00	138.00	1,314.09	776.00	2,557.28	776.00	-
011795	1,504.67	349.51	1,854.18	-	-	-	40.00	40.00	1,814.18	1,071.31	2,160.23	1,071.31	-
011824	2,130.80	391.28	2,522.08	156.00	323.00	775.00	-	1,254.00	1,268.08	748.83	95.00	95.00	653.83
011830	2,223.21	368.75	2,591.96	77.00	532.00	309.00	-	918.00	1,673.96	988.51	-	-	988.51
011837	1,054.31	195.83	1,250.14	-	-	1,588.00	121.00	1,709.00	-	-	-	-	-
011903	1,626.02	348.24	1,974.26	-	-	-	-	-	1,974.26	1,165.84	-	-	1,165.84
011940	834.83	201.90	1,036.73	-	-	320.00	-	320.00	716.73	423.24	-	-	423.24
011959	4,399.94	797.35	5,197.29	-	551.00	1,667.00	-	2,218.00	2,979.29	1,759.34	-	-	1,759.34
011961	67.71	16.73	84.44	-	-	-	80.00	80.00	4.44	2.62	1,857.93	2.62	-
011964	119.11	30.27	149.38	-	-	-	-	-	149.38	88.21	-	-	88.21
012003	121.52	30.64	152.16	-	-	28.00	-	28.00	124.16	73.32	-	-	73.32
012008	640.88	144.94	785.82	-	-	-	314.00	314.00	471.82	278.62	1,326.04	278.62	-
012072	71.47	18.16	89.63	-	-	-	-	-	89.63	52.93	-	-	52.93
012099	389.34	88.81	478.15	-	-	-	-	-	478.15	282.36	-	-	282.36
012171	1,590.72	284.79	1,875.51	-	-	764.00	-	764.00	1,111.51	656.37	-	-	656.37
012245	941.30	175.96	1,117.26	-	-	225.00	-	225.00	892.26	526.90	733.95	526.90	-
012249	2,598.73	462.29	3,061.02	-	-	-	1,676.00	1,676.00	1,385.02	817.88	-	-	817.88
012321	285.03	66.16	351.19	-	-	-	-	-	351.19	207.39	902.89	207.39	-
012322	3,403.63	617.89	4,021.52	240.00	456.00	690.64	431.36	1,818.00	2,203.52	1,301.22	-	-	1,301.22
012354	2,957.03	544.70	3,501.74	-	-	-	-	-	3,501.74	2,067.85	-	-	2,067.85
012355	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
012362	999.68	214.77	1,214.45	-	-	-	-	-	1,214.45	717.16	-	-	717.16
012372	840.09	148.42	988.51	-	-	810.00	252.00	1,062.00	-	-	-	-	-
012383	486.54	107.14	593.69	-	-	-	400.00	400.00	193.69	114.38	697.88	114.38	-
012421	1,125.83	230.49	1,356.32	-	-	-	478.00	478.00	878.32	518.67	-	-	518.67
012477	2,177.95	391.22	2,569.17	-	-	-	-	-	2,569.17	1,517.15	-	-	1,517.15

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012478	500.65	105.48	606.13	-	-	-	150.00	150.00	456.13	269.35	1,873.46	269.35	-
012482	2,504.94	461.46	2,966.40	-	-	-	343.00	343.00	2,623.40	1,549.17	747.80	747.80	801.37
012519	1,502.85	251.01	1,753.86	-	-	-	-	-	1,753.86	1,035.69	164.11	164.11	871.58
012534	321.62	72.72	394.35	-	-	-	320.00	320.00	74.35	43.90	860.30	43.90	-
012578	552.39	135.30	687.69	-	-	-	-	-	687.69	406.09	1,960.09	406.09	-
012579	1,230.41	228.30	1,458.71	-	-	-	404.00	404.00	1,054.71	622.83	732.15	622.83	-
012585	1,614.54	290.70	1,905.24	-	-	772.00	-	772.00	1,133.24	669.20	-	-	669.20
012586	84.64	19.48	104.12	-	-	-	-	-	104.12	61.48	-	-	61.48
012618	1,418.37	250.79	1,669.16	-	-	-	610.00	610.00	1,059.16	625.46	541.52	541.52	83.94
012625	1,106.69	146.02	1,252.71	-	-	-	-	-	1,252.71	739.75	-	-	739.75
012633	659.92	151.78	811.69	-	-	-	-	-	811.69	479.32	72.09	72.09	407.23
012659	2,360.57	408.74	2,769.32	-	-	623.85	116.15	740.00	2,029.32	1,198.35	666.30	666.30	532.05
012663	299.35	66.49	365.84	-	-	90.00	-	90.00	275.84	162.89	-	-	162.89
012690	1,197.01	242.94	1,439.95	-	-	-	132.00	132.00	1,307.95	772.37	-	-	772.37
012703	1,881.25	330.12	2,211.37	156.00	-	495.00	483.00	1,134.00	1,077.37	636.21	631.22	631.22	4.99
012723	989.30	171.44	1,160.73	-	-	360.00	-	360.00	800.73	472.85	328.44	328.44	144.41
012731	228.17	52.02	280.19	-	-	-	-	-	280.19	165.46	-	-	165.46
012745	860.96	178.87	1,039.83	-	-	122.00	-	122.00	917.83	542.00	-	-	542.00
012869	548.88	117.35	666.23	-	-	-	81.00	81.00	585.23	345.59	104.43	104.43	241.16
012921	2,406.28	474.67	2,880.95	-	-	-	-	-	2,880.95	1,701.26	-	-	1,701.26
012926	1,179.74	235.66	1,415.39	-	-	-	72.00	72.00	1,343.39	793.30	1,642.87	793.30	-
012942	2,390.40	408.91	2,799.31	-	-	-	-	-	2,799.31	1,653.05	-	-	1,653.05
012979	2,985.97	539.79	3,525.77	-	-	-	-	-	3,525.77	2,082.04	-	-	2,082.04
013001	2,402.00	412.18	2,814.18	-	-	-	84.00	84.00	2,730.18	1,612.23	1,703.35	1,612.23	-
013060	642.27	125.47	767.74	-	-	945.00	-	945.00	-	-	-	-	-
013087	2,281.35	460.87	2,742.23	-	-	-	-	-	2,742.23	1,619.34	1,433.38	1,433.38	185.96
013146	164.83	37.25	202.08	-	-	-	132.00	132.00	70.08	41.38	604.89	41.38	-
013166	1,988.15	371.55	2,359.69	-	-	-	-	-	2,359.69	1,393.45	-	-	1,393.45
013174	1,468.17	267.86	1,736.03	-	-	1,325.00	-	1,325.00	411.03	242.72	-	-	242.72
013183	1,149.03	217.36	1,366.38	-	-	-	330.00	330.00	1,036.38	612.01	907.98	612.01	-
013184	133.39	17.74	151.13	-	-	-	-	-	151.13	89.24	-	-	89.24
013239	425.08	97.74	522.82	-	-	290.00	-	290.00	232.82	137.49	-	-	137.49
013242	1,352.50	228.31	1,580.81	-	-	684.00	-	684.00	896.81	529.58	-	-	529.58
013243	428.04	95.08	523.12	-	-	-	650.00	650.00	-	-	707.31	-	-
013413	945.13	194.04	1,139.17	-	-	-	590.00	590.00	549.17	324.30	2,166.02	324.30	-
013417	285.86	67.78	353.65	-	-	-	-	-	353.65	208.84	-	-	208.84
013434	6,160.08	1,077.15	7,237.23	-	589.00	-	-	589.00	6,648.23	3,925.92	-	-	3,925.92
013483	210.30	51.03	261.33	-	-	-	30.00	30.00	231.33	136.60	138.27	136.60	-
013489	818.46	172.06	990.51	-	-	-	-	-	990.51	584.92	-	-	584.92
013498	1,969.56	317.47	2,287.03	-	-	-	-	-	2,287.03	1,350.54	-	-	1,350.54
013502	904.84	152.00	1,056.83	-	-	340.00	-	340.00	716.83	423.30	-	-	423.30
013511	2,943.80	523.33	3,467.13	-	-	-	-	-	3,467.13	2,047.42	3,703.85	2,047.42	-
013514	2,365.03	315.05	2,680.08	-	665.00	-	33.00	698.00	1,982.08	1,170.46	-	-	1,170.46
013516	2,172.21	389.37	2,561.58	-	-	547.14	232.86	780.00	1,781.58	1,052.06	-	-	1,052.06
013517	1,373.03	272.51	1,645.54	-	-	-	362.00	362.00	1,283.54	757.96	463.61	463.61	294.35
013556	1,126.94	228.94	1,355.88	-	-	282.00	-	282.00	1,073.88	634.15	-	-	634.15
013593	1,555.90	238.36	1,794.26	-	-	-	592.29	592.29	1,201.97	709.79	-	-	709.79
013616	1,328.68	222.92	1,551.60	-	-	676.00	-	676.00	875.60	517.06	-	-	517.06
013634	696.22	130.59	826.81	-	-	1,951.00	-	1,951.00	-	-	133.00	-	-
013668	2,188.75	360.88	2,549.63	-	-	-	-	-	2,549.63	1,505.61	1,855.39	1,505.61	-
013707	1,526.13	285.29	1,811.42	-	-	-	-	-	1,811.42	1,069.68	-	-	1,069.68
013738	2,532.77	442.13	2,974.90	-	-	301.00	-	301.00	2,673.90	1,579.00	-	-	1,579.00
013765	992.44	199.04	1,191.47	-	-	326.00	-	326.00	865.47	511.08	-	-	511.08
013770	4,192.70	713.71	4,906.41	-	-	-	-	-	4,906.41	2,897.34	-	-	2,897.34

Settlement Shares, Proposed Setoffs, and Settlement Payments
Sorted By Resident ID

Resident ID	All Utilities Combined 4/1/2004 - 4/30/2011	Prejudgment Interest Allegedly Due	Total Claim Based on Plaintiffs' Theory of the Case	January 2010 Refund	February 2010 Refund	March 2011 Refund	VHA March 2011 Setoff Against A/R Balance	Total Adjustments	Balance Owed Under Plaintiffs' Theory of the Case After Refunds and March 2011 Setoffs	Settlement Share Based on Recovery Ratio of 59%	Alleged Debt Due VHA Based On February 2015 AR Balance	Setoff or Proposed Credit Towards Debt Owed VHA	Settlement Payment After Proposed Setoff or Credit Towards Debt Owed VHA
013774	2,169.69	369.88	2,539.57	-	-	-	-	-	2,539.57	1,499.67	1,887.72	1,499.67	-
013832	343.16	69.68	412.84	-	-	-	-	-	412.84	243.79	-	-	243.79
013864	772.52	154.04	926.56	-	-	-	-	-	926.56	547.15	1,069.81	547.15	-
013872	654.54	130.54	785.09	-	-	1,556.00	-	1,556.00	-	-	-	-	-
013888	1,777.69	331.95	2,109.64	-	-	-	483.00	483.00	1,626.64	960.57	809.48	809.48	151.09
013897	994.30	201.38	1,195.68	-	-	-	70.10	70.10	1,125.58	664.68	-	-	664.68
013910	1,073.41	226.53	1,299.94	-	-	-	-	-	1,299.94	767.64	-	-	767.64
013937	304.70	62.50	367.19	-	-	-	304.00	304.00	63.19	37.32	1,166.53	37.32	-
013963	637.42	126.33	763.75	-	-	1,531.00	-	1,531.00	-	-	529.20	-	-
013990	731.85	162.84	894.69	-	-	-	122.15	122.15	772.54	456.20	-	-	456.20
013993	548.84	102.01	650.85	-	-	854.00	-	854.00	-	-	-	-	-
014004	520.74	110.54	631.28	-	-	-	1,059.00	1,059.00	-	-	823.70	-	-
014011	2,961.95	510.50	3,472.45	-	-	-	-	-	3,472.45	2,050.55	-	-	2,050.55
014029	1,635.36	258.65	1,894.00	-	-	-	-	-	1,894.00	1,118.45	663.79	663.79	454.66
014034	2,482.37	441.20	2,923.57	-	-	-	-	-	2,923.57	1,726.43	-	-	1,726.43
014049	304.70	61.28	365.98	-	-	304.00	-	304.00	61.98	36.60	-	-	36.60
014050	2,503.09	442.39	2,945.48	-	-	-	914.00	914.00	2,031.48	1,199.63	2,346.93	1,199.63	-
014063	781.14	159.89	941.03	-	-	-	-	-	941.03	555.70	837.00	555.70	-
014071	467.55	107.13	574.68	-	-	-	234.00	234.00	340.68	201.18	381.64	201.18	-
014086	186.20	39.12	225.33	-	-	-	192.00	192.00	33.33	19.68	375.05	19.68	-
014120	1,255.40	263.11	1,518.51	-	-	-	-	-	1,518.51	896.71	-	-	896.71
014133	1,898.94	311.63	2,210.57	168.00	475.00	889.00	-	1,532.00	678.57	400.71	-	-	400.71
014164	1,937.30	319.92	2,257.22	168.00	475.00	851.00	-	1,494.00	763.22	450.70	2,984.98	450.70	-
014203	1,215.06	239.84	1,454.90	-	-	-	-	-	1,454.90	859.15	1,088.79	859.15	-
014225	3,457.62	606.88	4,064.51	-	-	-	-	-	4,064.51	2,400.18	-	-	2,400.18
014239	1,679.68	277.78	1,957.45	132.00	285.00	-	335.57	752.57	1,204.88	711.51	-	-	711.51
014247	1,898.94	311.63	2,210.57	168.00	475.00	1,273.00	-	1,916.00	294.57	173.95	-	-	173.95
014271	185.81	46.10	231.92	-	-	-	44.00	44.00	187.92	110.97	1,244.16	110.97	-
014277	1,281.83	231.91	1,513.75	-	-	-	631.00	631.00	882.75	521.28	622.84	521.28	-
014294	212.06	41.26	253.32	-	-	-	224.00	224.00	29.32	17.31	1,387.87	17.31	-
014310	795.43	132.36	927.79	-	-	-	274.00	274.00	653.79	386.08	-	-	386.08
014346	624.98	101.94	726.92	-	-	908.00	-	908.00	-	-	-	-	-
014354	2,128.45	351.11	2,479.55	-	304.00	128.00	-	432.00	2,047.55	1,209.12	-	-	1,209.12
014359	1,084.86	176.38	1,261.24	-	-	-	444.00	444.00	817.24	482.60	96.08	96.08	386.52
014379	945.52	173.95	1,119.48	-	-	-	11.00	11.00	1,108.48	654.58	2,460.88	654.58	-
014409	33.86	7.01	40.87	-	-	-	-	-	40.87	24.13	-	-	24.13
014437	782.73	156.24	938.97	-	-	-	331.40	331.40	607.57	358.79	-	-	358.79
014450	302.07	59.41	361.49	-	-	-	690.00	690.00	-	-	2,130.18	-	-
014451	836.55	131.16	967.71	-	-	465.00	-	465.00	502.71	296.86	-	-	296.86
014452	67.71	13.89	81.60	-	-	80.00	-	80.00	1.60	0.95	-	-	0.95
014476	1,096.33	236.44	1,332.77	-	-	-	-	-	1,332.77	787.03	-	-	787.03
014518	207.48	46.29	253.76	-	-	-	132.00	132.00	121.76	71.90	1,680.73	71.90	-
014647	2,913.42	451.86	3,365.28	240.00	532.00	1,080.00	-	1,852.00	1,513.28	893.62	-	-	893.62
014652	1,915.36	302.75	2,218.11	192.00	-	-	-	192.00	2,026.11	1,196.46	-	-	1,196.46
014664	2,723.81	457.36	3,181.17	-	-	-	-	-	3,181.17	1,878.55	-	-	1,878.55
014672	1,364.38	260.97	1,625.35	-	-	-	359.00	359.00	1,266.35	747.81	-	-	747.81
014696	190.96	37.07	228.03	-	-	-	48.00	48.00	180.03	106.31	460.14	106.31	-
014717	574.20	91.37	665.57	-	-	860.00	-	860.00	-	-	424.62	-	-
014727	852.27	157.63	1,009.90	-	-	-	16.00	16.00	993.90	586.92	-	-	586.92
014747	1,328.68	222.92	1,551.60	-	-	676.00	-	676.00	875.60	517.06	-	-	517.06
014774	918.68	171.06	1,089.74	-	-	-	647.00	647.00	442.74	261.45	1,301.92	261.45	-
014791	155.69	31.15	186.84	-	-	-	32.00	32.00	154.84	91.44	475.40	91.44	-
014809	1,013.40	161.65	1,175.04	-	-	420.00	-	420.00	755.04	445.87	-	-	445.87
014838	538.01	102.92	640.94	-	-	244.00	-	244.00	396.94	234.40	-	-	234.40

Settlement Shares, Proposed Setoffs, and Settlement Payments
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014858	574.20	91.37	665.57	-	-	932.00	-	932.00	-	-	-	-	-
014870	15.82	1.46	17.28	-	-	6.00	-	6.00	11.28	6.66	-	-	6.66
014890	2,177.11	357.72	2,534.83	-	-	-	-	-	2,534.83	1,496.87	-	-	1,496.87
014931	196.06	37.51	233.57	-	-	-	224.00	224.00	9.57	5.65	397.13	5.65	-
014955	463.64	74.98	538.62	-	-	1,052.00	-	1,052.00	-	-	908.27	-	-
014969	1,975.21	309.66	2,284.87	-	-	-	-	-	2,284.87	1,349.26	-	-	1,349.26
015044	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	560.83	560.83	177.69
015067	143.31	22.24	165.55	-	-	154.00	-	154.00	11.55	6.82	-	-	6.82
015139	1,675.01	324.18	1,999.19	-	-	-	-	-	1,999.19	1,180.56	219.80	219.80	960.76
015201	467.85	543.73	75.88	-	-	-	180.00	180.00	363.73	214.79	-	-	214.79
015214	437.14	93.62	530.76	-	-	-	-	-	530.76	313.43	-	-	313.43
015257	334.86	47.51	382.37	-	-	-	-	-	382.37	225.80	1,703.07	225.80	-
015270	40.85	3.98	44.84	-	-	156.00	-	156.00	-	-	68.38	-	-
015292	1,954.52	310.82	2,265.33	-	-	-	-	-	2,265.33	1,337.73	-	-	1,337.73
015320	1,685.14	258.15	1,943.29	-	-	-	-	-	1,943.29	1,147.56	-	-	1,147.56
015324	1,580.35	243.41	1,823.76	-	-	1,332.00	86.00	1,418.00	405.76	239.61	-	-	239.61
015374	780.16	110.83	890.99	-	-	-	81.00	81.00	809.99	478.31	556.48	478.31	-
015414	1,084.07	186.41	1,270.48	-	-	-	200.00	200.00	1,070.48	632.14	902.13	632.14	-
015417	523.42	81.10	604.52	-	-	896.00	-	896.00	-	-	2,081.00	-	-
015419	675.47	102.82	778.29	-	-	335.00	-	335.00	443.29	261.77	-	-	261.77
015426	490.46	74.56	565.01	-	-	-	681.00	681.00	-	-	-	-	-
015455	1,688.31	255.50	1,943.82	-	-	117.00	-	117.00	1,826.82	1,078.77	58.94	58.94	1,019.83
015476	3,157.29	516.35	3,673.64	-	-	-	-	-	3,673.64	2,169.36	-	-	2,169.36
015490	173.60	34.22	207.82	-	-	-	-	-	207.82	122.72	-	-	122.72
015493	2,795.24	423.43	3,218.68	-	-	-	-	-	3,218.68	1,900.70	-	-	1,900.70
015502	3,055.46	512.17	3,567.64	-	-	-	970.00	970.00	2,597.64	1,533.96	384.93	384.93	1,149.03
015521	895.83	163.45	1,059.28	-	-	1,248.00	-	1,248.00	-	-	-	-	-
015590	428.80	86.24	515.03	-	-	-	152.00	152.00	363.03	214.38	61.62	61.62	152.76
015664	1,185.75	191.61	1,377.35	-	-	628.00	-	628.00	749.35	442.51	-	-	442.51
015677	130.93	20.83	151.76	-	-	-	42.00	42.00	109.76	64.82	2,117.36	64.82	-
015680	209.38	32.11	241.49	-	-	906.00	-	906.00	-	-	550.80	-	-
015701	1,492.03	226.36	1,718.39	-	-	1,384.00	-	1,384.00	334.39	197.46	-	-	197.46
015703	1,148.61	185.34	1,333.95	-	-	-	608.00	608.00	725.95	428.69	210.61	210.61	218.08
015714	42.15	4.09	46.24	-	-	190.00	-	190.00	-	-	-	-	-
015720	325.69	54.73	380.41	-	-	-	372.00	372.00	8.41	4.97	639.16	4.97	-
015839	714.73	104.21	818.95	-	-	-	-	-	818.95	483.60	2,888.05	483.60	-
015932	377.15	73.65	450.80	-	-	-	136.00	136.00	314.80	185.90	127.94	127.94	57.96
015938	236.23	30.02	266.24	-	-	505.00	-	505.00	-	-	-	-	-
015940	104.46	12.32	116.78	-	-	453.50	-	453.50	-	-	-	-	-
015957	60.98	5.90	66.89	-	-	-	-	-	66.89	39.50	-	-	39.50
015994	2,651.21	423.61	3,074.83	240.00	456.00	634.70	206.30	1,537.00	1,537.83	908.12	2,041.37	908.12	-
016038	677.17	116.36	793.53	-	-	-	-	-	793.53	468.60	354.30	354.30	114.30
016047	622.80	92.13	714.93	-	-	268.00	-	268.00	446.93	263.92	-	-	263.92
016067	2,948.40	466.11	3,414.51	-	551.00	1,313.00	-	1,864.00	1,550.51	915.61	-	-	915.61
016073	1,963.46	309.97	2,273.43	-	-	-	-	-	2,273.43	1,342.51	1,297.28	1,297.28	45.23
016083	106.52	19.22	125.74	-	-	32.00	-	32.00	93.74	55.36	-	-	55.36
016140	2,966.51	484.42	3,450.93	-	-	999.00	-	999.00	2,451.93	1,447.92	-	-	1,447.92
016158	139.61	19.22	158.84	-	-	484.00	-	484.00	-	-	-	-	-
016163	194.09	37.23	231.33	-	-	-	490.00	490.00	-	-	756.31	-	-
016170	41.00	7.55	48.55	-	-	4.00	-	4.00	44.55	26.31	-	-	26.31
016174	1,354.85	203.15	1,558.00	132.00	437.00	-	-	569.00	989.00	584.02	-	-	584.02
016206	3,141.12	517.48	3,658.60	-	-	-	-	-	3,658.60	2,160.48	-	-	2,160.48
016326	858.39	169.00	1,027.39	-	-	-	296.00	296.00	731.39	431.90	787.02	431.90	-
016368	2,913.42	451.86	3,365.28	240.00	532.00	1,080.00	-	1,852.00	1,513.28	893.62	-	-	893.62

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016413	1,147.93	189.28	1,337.21	-	-	1,980.00	227.00	2,207.00	-	-	-	-	-
016423	2,946.08	482.51	3,428.59	-	-	-	1,452.00	1,452.00	1,976.59	1,167.22	2,513.69	1,167.22	-
016434	1,161.92	186.55	1,348.47	-	-	227.64	392.36	620.00	728.47	430.18	-	-	430.18
016458	263.01	34.09	297.10	-	-	258.00	250.00	508.00	-	-	1,064.28	-	-
016480	338.87	68.49	407.36	-	-	-	-	-	407.36	240.56	209.34	209.34	31.22
016514	49.87	4.84	54.70	-	-	45.00	-	45.00	9.70	5.73	-	-	5.73
016526	828.42	120.81	949.22	-	-	508.00	-	508.00	441.22	260.55	930.99	260.55	-
016569	759.87	130.72	890.58	-	-	-	257.00	257.00	633.58	374.14	1,062.61	374.14	-
016625	15.42	1.76	17.18	-	-	-	-	-	17.18	10.14	121.57	10.14	-
016668	8.42	0.78	9.20	-	-	-	-	-	9.20	5.43	580.12	5.43	-
016691	185.01	32.95	217.96	-	-	-	78.00	78.00	139.96	82.65	1,687.91	82.65	-
016700	946.76	179.20	1,125.96	-	-	-	-	-	1,125.96	664.91	388.05	388.05	276.86
016751	1,117.79	145.79	1,263.58	-	456.00	112.00	-	568.00	695.58	410.76	-	-	410.76
016802	254.67	40.49	295.16	-	-	-	305.00	305.00	-	-	-	-	-
016833	379.07	53.60	432.67	-	-	668.00	-	668.00	-	-	-	-	-
016845	41.26	4.00	45.27	-	-	209.00	-	209.00	-	-	-	-	-
016853	229.77	38.39	268.16	-	-	-	41.00	41.00	227.16	134.14	930.44	134.14	-
016860	105.19	12.43	117.63	-	-	668.00	-	668.00	-	-	-	-	-
016865	550.10	79.59	629.69	-	-	256.00	-	256.00	373.69	220.67	392.29	220.67	-
016877	1,036.64	154.46	1,191.10	156.00	323.00	253.00	-	732.00	459.10	271.11	-	-	271.11
016893	922.36	154.22	1,076.58	-	-	-	-	-	1,076.58	635.75	862.27	635.75	-
016894	2,970.69	463.78	3,434.46	240.00	361.00	1,279.00	-	1,880.00	1,554.46	917.94	-	-	917.94
017026	904.92	128.80	1,033.72	66.00	284.00	381.00	-	731.00	302.72	178.76	1,050.58	178.76	-
017100	1,315.74	189.56	1,505.30	-	-	-	-	-	1,505.30	888.91	1,384.32	888.91	-
017120	85.61	16.79	102.39	-	-	-	150.00	150.00	-	-	1,039.08	-	-
017135	896.49	121.81	1,018.30	-	304.00	-	-	304.00	714.30	421.81	-	-	421.81
017142	1,550.19	237.68	1,787.87	-	-	-	-	-	1,787.87	1,055.78	743.94	743.94	311.84
017195	632.93	108.45	741.37	-	-	-	211.00	211.00	530.37	313.20	707.86	313.20	-
017196	402.49	60.51	463.00	-	-	-	86.00	86.00	377.00	222.63	1,121.09	222.63	-
017198	1,105.67	161.17	1,266.84	126.00	-	-	849.00	975.00	291.84	172.34	-	-	172.34
017209	2,176.97	337.59	2,514.56	-	-	-	-	-	2,514.56	1,484.90	-	-	1,484.90
017214	2,063.06	317.86	2,380.92	-	-	-	-	-	2,380.92	1,405.98	-	-	1,405.98
017261	436.96	60.54	497.50	-	-	76.50	92.50	169.00	328.50	193.98	-	-	193.98
017283	42.98	4.17	47.15	-	-	74.00	-	74.00	-	-	-	-	-
017359	909.80	124.35	1,034.16	56.00	475.00	341.00	-	872.00	162.16	95.76	-	-	95.76
017364	489.88	66.34	556.22	-	-	-	-	-	556.22	328.46	-	-	328.46
017373	508.42	72.08	580.50	-	-	244.00	-	244.00	336.50	198.71	-	-	198.71
017432	1,373.41	208.11	1,581.52	-	-	1,465.00	-	1,465.00	116.52	68.81	-	-	68.81
017443	1,248.74	178.49	1,427.23	-	-	1,280.00	-	1,280.00	147.23	86.94	-	-	86.94
017448	1,830.86	278.45	2,109.31	-	-	-	-	-	2,109.31	1,245.59	-	-	1,245.59
017457	961.78	138.53	1,100.31	88.00	285.00	380.00	-	753.00	347.31	205.09	-	-	205.09
017458	307.25	43.80	351.06	-	-	-	471.00	471.00	-	-	519.86	-	-
017466	1,859.15	257.62	2,116.77	-	-	-	36.38	36.38	2,080.39	1,228.52	36.38	36.38	1,192.14
017479	1,072.99	149.66	1,222.65	-	-	-	157.00	157.00	1,065.65	629.29	321.32	321.32	307.97
017482	1,133.46	161.53	1,294.99	-	-	-	-	-	1,294.99	764.72	322.70	322.70	442.02
017513	1,162.07	203.08	1,365.15	-	-	-	482.00	482.00	883.15	521.52	2,673.71	521.52	-
017584	1,138.31	159.60	1,297.91	-	-	-	-	-	1,297.91	766.44	-	-	766.44
017594	2,599.47	390.67	2,990.14	-	-	-	-	-	2,990.14	1,765.74	-	-	1,765.74
017607	123.43	13.96	137.39	-	-	568.00	-	568.00	-	-	245.93	-	-
017622	2,627.11	393.98	3,021.09	240.00	532.00	940.00	-	1,712.00	1,309.09	773.04	-	-	773.04
017633	990.79	136.98	1,127.77	-	-	-	-	-	1,127.77	665.97	4,306.18	665.97	-
017679	1,052.33	143.35	1,195.68	-	-	-	-	-	1,195.68	706.07	-	-	706.07
017699	1,826.63	249.53	2,076.16	-	-	-	-	-	2,076.16	1,226.01	-	-	1,226.01
017700	271.94	35.48	307.42	-	-	516.00	-	516.00	-	-	-	-	-

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017701	84.34	17.47	101.81	-	-	-	-	-	101.81	60.12	-	-	60.12
017733	2,324.18	336.93	2,661.11	-	-	-	-	-	2,661.11	1,571.44	-	-	1,571.44
017747	867.58	131.78	999.36	-	-	421.00	-	421.00	578.36	341.54	-	-	341.54
017754	105.96	11.74	117.70	-	-	158.00	-	158.00	-	-	57.00	-	-
017776	870.47	133.47	1,003.94	-	-	314.89	3.11	318.00	685.94	405.06	-	-	405.06
017777	1,817.39	267.81	2,085.20	-	-	-	-	-	2,085.20	1,231.35	-	-	1,231.35
017834	271.94	35.48	307.42	-	-	649.00	-	649.00	-	-	460.77	-	-
017839	105.07	12.41	117.48	-	-	150.87	281.13	432.00	-	-	-	-	-
017888	270.84	57.18	328.02	-	-	-	272.00	272.00	56.02	33.08	449.44	33.08	-
017934	369.68	48.43	418.11	-	-	218.00	-	218.00	200.11	118.17	-	-	118.17
017942	277.52	36.25	313.77	-	-	587.00	-	587.00	-	-	-	-	-
017975	254.08	32.71	286.80	-	-	500.00	-	500.00	-	-	1,996.19	-	-
018006	1,488.75	226.32	1,715.07	-	-	-	-	-	1,715.07	1,012.78	-	1,012.78	-
018068	83.21	10.15	93.36	-	-	-	177.00	177.00	-	-	1,093.97	-	-
018128	518.50	96.73	615.23	-	-	-	554.00	554.00	61.23	36.16	116.47	36.16	-
018131	1,385.93	191.12	1,577.05	-	342.00	76.00	-	418.00	1,159.05	684.45	-	-	684.45
018137	23.20	2.18	25.38	-	-	-	-	-	25.38	14.99	-	-	14.99
018140	245.16	31.36	276.51	-	-	568.00	-	568.00	-	-	787.73	-	-
018143	166.75	35.70	202.46	-	-	64.00	-	64.00	138.46	81.76	-	-	81.76
018149	62.80	8.30	71.10	-	-	-	299.00	299.00	-	-	784.00	-	-
018192	151.71	19.16	170.87	-	-	339.00	-	339.00	-	-	-	-	-
018208	341.72	44.56	386.28	-	-	217.00	-	217.00	169.28	99.96	971.90	99.96	-
018217	788.78	108.41	897.19	-	-	-	108.00	108.00	789.19	466.04	1,141.90	466.04	-
018224	52.70	9.79	62.50	-	-	-	307.00	307.00	-	-	750.33	-	-
018234	-	-	-	-	-	-	-	-	-	-	-	-	-
018248	1,893.19	327.47	2,220.66	-	-	-	504.00	504.00	1,716.66	1,013.72	530.67	530.67	483.05
018273	122.61	15.70	138.32	-	-	250.00	-	250.00	-	-	-	-	-
018317	1,659.74	240.06	1,899.80	-	-	-	-	-	1,899.80	1,121.87	-	-	1,121.87
018399	259.49	32.17	291.66	-	-	206.00	-	206.00	85.66	50.59	388.33	50.59	-
018403	571.41	73.12	644.53	-	-	609.00	-	609.00	35.53	20.98	823.92	20.98	-
018405	580.85	76.20	657.05	-	-	-	108.00	108.00	549.05	324.23	-	-	324.23
018408	326.59	41.88	368.48	-	-	215.00	-	215.00	153.48	90.63	-	-	90.63
018423	806.59	116.83	923.43	-	-	500.00	-	500.00	423.43	250.04	-	-	250.04
018437	544.90	69.17	614.08	-	-	84.00	-	84.00	530.08	313.02	-	-	313.02
018480	99.91	12.89	112.81	-	-	-	-	-	112.81	66.62	3,241.78	66.62	-
018493	207.35	24.74	232.09	-	-	278.00	-	278.00	-	-	-	-	-
018515	249.25	34.49	283.75	-	-	-	-	-	283.75	167.56	-	-	167.56
018516	528.40	67.68	596.08	-	-	178.00	-	178.00	418.08	246.88	-	-	246.88
018518	129.62	15.93	145.55	-	-	-	-	-	145.55	85.95	-	-	85.95
018526	165.69	19.62	185.31	-	-	80.00	-	80.00	105.31	62.19	-	-	62.19
018549	762.95	109.02	871.97	-	-	484.00	-	484.00	387.97	229.10	-	-	229.10
018599	-	-	-	-	-	-	76.00	76.00	-	-	312.06	-	-
018626	53.24	5.17	58.40	-	-	186.00	-	186.00	-	-	-	-	-
018635	187.77	21.98	209.75	-	-	283.00	-	283.00	-	-	656.27	-	-
018719	156.32	20.64	176.96	-	-	120.00	-	120.00	56.96	33.64	-	-	33.64
018740	60.66	6.22	66.88	-	-	-	-	-	66.88	39.49	-	-	39.49
018749	176.88	21.58	198.46	-	-	692.00	-	692.00	-	-	-	-	-
018819	281.37	49.99	331.37	-	-	-	264.00	264.00	67.37	39.78	-	-	39.78
018837	32.45	3.89	36.34	-	-	-	-	-	36.34	21.46	1,177.56	21.46	-
018860	105.96	11.74	117.70	-	-	158.00	-	158.00	-	-	-	-	-
018885	123.01	14.22	137.23	-	-	382.00	-	382.00	-	-	-	-	-
018911	46.85	4.77	51.62	-	-	230.00	-	230.00	-	-	-	-	-
018991	435.62	55.96	491.59	-	-	-	384.00	384.00	107.59	63.53	1,040.56	63.53	-
019023	435.62	55.96	491.59	-	-	316.14	67.86	384.00	107.59	63.53	305.08	63.53	-

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019031	136.63	16.02	152.65	-	-	395.00	-	395.00	-	-	-	-	-
019070	53.24	5.17	58.40	-	-	204.00	-	204.00	-	-	123.04	-	-
019076	53.29	5.22	58.51	-	-	176.00	-	176.00	-	-	-	-	-
019092	2,074.58	287.38	2,361.96	-	-	-	-	-	2,361.96	1,394.79	-	-	1,394.79
019145	109.38	12.45	121.83	-	-	369.00	-	369.00	-	-	1,707.17	-	-
019225	1,503.52	207.43	1,710.96	-	-	698.50	8.50	707.00	1,003.96	592.86	-	-	592.86
019235	51.24	5.27	56.51	-	-	250.00	-	250.00	-	-	-	-	-
019240	1,470.50	190.38	1,660.88	40.00	400.00	677.00	-	1,117.00	543.88	321.17	1,401.87	321.17	-
019248	53.24	5.17	58.40	-	-	150.00	-	150.00	-	-	1,015.04	-	-
019261	264.26	31.91	296.18	-	-	431.00	-	431.00	-	-	-	-	-
019266	740.17	97.80	837.97	-	90.00	58.00	-	148.00	689.97	407.44	642.24	407.44	-
019310	41.26	4.00	45.27	-	-	209.00	-	209.00	-	-	263.55	-	-
019317	136.63	16.02	152.65	-	-	395.00	-	395.00	-	-	1,764.00	-	-
019320	123.01	14.22	137.23	-	-	382.00	-	382.00	-	-	-	-	-
019326	40.82	4.09	44.91	-	-	-	70.00	70.00	-	-	2,978.58	-	-
019346	147.13	17.28	164.41	-	48.00	-	-	48.00	116.41	68.74	-	-	68.74
019348	108.71	11.88	120.59	-	-	262.00	-	262.00	-	-	1,325.09	-	-
019363	348.61	42.10	390.71	-	-	-	40.00	40.00	350.71	207.10	987.59	207.10	-
019389	192.05	22.96	215.01	-	-	-	-	-	215.01	126.97	-	-	126.97
019400	108.76	11.99	120.75	-	-	194.00	-	194.00	-	-	-	-	-
019422	99.09	11.02	110.11	-	-	158.00	-	158.00	-	-	-	-	-
019450	108.76	11.99	120.75	-	-	194.00	-	194.00	-	-	611.31	-	-
019591	41.26	4.00	45.27	-	-	171.00	-	171.00	-	-	-	-	-
019607	53.24	5.17	58.40	-	-	168.00	-	168.00	-	-	-	-	-
019632	84.09	8.84	92.93	-	-	473.00	-	473.00	-	-	-	-	-
019636	18.79	1.84	20.63	-	-	-	-	-	20.63	12.18	-	-	12.18
019691	41.26	4.00	45.27	-	-	190.00	-	190.00	-	-	-	-	-
019700	41.26	4.00	45.27	-	-	171.00	-	171.00	-	-	-	-	-
019706	53.24	5.17	58.40	-	-	150.00	-	150.00	-	-	98.48	-	-
019720	219.60	25.88	245.48	-	-	401.00	-	401.00	-	-	-	-	-
019735	914.00	128.33	1,042.33	70.00	475.00	476.00	-	1,021.00	21.33	12.60	-	-	12.60
019765	1,868.02	274.78	2,142.79	-	342.00	250.00	-	592.00	1,550.79	915.78	-	-	915.78
019776	42.15	4.09	46.24	-	-	285.00	-	285.00	-	-	-	-	-
019790	36.11	3.47	39.57	-	-	152.00	-	152.00	-	-	-	-	-
019878	17.14	1.60	18.75	-	-	48.00	-	48.00	-	-	-	-	-
019933	45.66	5.52	51.18	-	-	118.00	-	118.00	-	-	-	-	-
019984	570.90	72.56	643.46	-	-	-	-	-	643.46	379.98	-	-	379.98
020005	18.56	1.73	20.28	-	-	4.00	-	4.00	16.28	9.62	30.00	9.62	-
020063	107.95	11.58	119.53	-	-	326.00	-	326.00	-	-	-	-	-
020074	269.58	34.00	303.58	-	-	297.00	-	297.00	6.58	3.89	-	-	3.89
020092	30.95	2.94	33.89	-	-	133.00	-	133.00	-	-	-	-	-
020917	302.86	37.13	339.99	-	-	339.00	-	339.00	0.99	0.58	-	-	0.58
020921	219.65	25.97	245.62	-	-	306.00	-	306.00	-	-	-	-	-
020924	302.86	37.13	339.99	-	-	339.00	-	339.00	0.99	0.58	-	-	0.58
020930	381.32	45.72	427.04	-	-	152.00	-	152.00	275.04	162.41	-	-	162.41
020931	45.95	4.70	50.65	-	-	414.00	-	414.00	-	-	915.81	-	-
020932	110.10	12.38	122.47	-	-	-	-	-	122.47	72.32	-	-	72.32
020957	54.97	5.35	60.33	-	-	192.00	-	192.00	-	-	-	-	-
020990	13.31	1.34	14.65	-	-	-	54.00	54.00	-	-	757.98	-	-
021009	59.71	5.79	65.50	-	-	156.00	-	156.00	-	-	-	-	-
021028	135.11	13.10	148.21	-	-	206.00	-	206.00	-	-	-	-	-
021471	334.80	41.76	376.56	-	-	348.00	-	348.00	28.56	16.86	603.18	16.86	-
021556	95.29	10.21	105.50	-	-	553.00	-	553.00	-	-	-	-	-
021608	843.07	142.04	985.11	-	-	-	290.00	290.00	695.11	410.48	82.68	82.68	327.80

Settlement Shares, Proposed Setoffs, and Settlement Payments
Sorted By Resident ID

Resident ID	All Utilities Combined 4/1/2004 - 4/30/2011	Prejudgment Interest Allegedly Due	Total Claim Based on Plaintiffs' Theory of the Case	January 2010 Refund	February 2010 Refund	March 2011 Refund	VHA March 2011 Setoff Against A/R Balance	Total Adjustments	Balance Owed Under Plaintiffs' Theory of the Case After Refunds and March 2011 Setoffs	Settlement Share Based on Recovery Ratio of 59%	Alleged Debt Due VHA Based On February 2015 AR Balance	Setoff or Proposed Credit Towards Debt Owed VHA	Settlement Payment After Proposed Setoff or Credit Towards Debt Owed VHA
021668	108.59	11.96	120.55	-	-	595.00	-	595.00	-	-	25.00	-	-
021682	61.63	5.99	67.62	-	-	186.00	-	186.00	-	-	-	-	-
021717	53.35	5.12	58.47	-	-	120.00	-	120.00	-	-	-	-	-
021721	15.24	1.39	16.63	-	-	16.00	-	16.00	0.63	0.37	-	-	0.37
021743	62.29	6.06	68.35	-	-	230.00	-	230.00	-	-	-	-	-
021874	1,518.59	263.58	1,782.17	-	240.00	498.00	-	738.00	1,044.17	616.61	-	-	616.61
022228	921.73	155.82	1,077.54	-	-	344.00	-	344.00	733.54	433.17	-	-	433.17
022455	1,031.25	197.46	1,228.71	-	-	1,124.00	171.00	1,295.00	-	-	-	-	-
022480	19.96	1.84	21.80	-	-	18.00	-	18.00	3.80	2.25	-	-	2.25
022566	136.63	16.02	152.65	-	-	395.00	-	395.00	-	-	-	-	-
022676	85.21	9.60	94.81	-	-	421.00	-	421.00	-	-	-	-	-
022682	1,733.65	320.97	2,054.62	-	-	804.00	-	804.00	1,250.62	738.52	-	-	738.52
022798	319.95	46.39	366.35	-	-	-	3.44	3.44	362.91	214.30	-	-	214.30
022935	46.58	4.47	51.06	-	-	96.00	-	96.00	-	-	-	-	-
022937	19.96	1.84	21.80	-	-	18.00	-	18.00	3.80	2.25	-	-	2.25
022938	13.31	1.21	14.52	-	-	12.00	-	12.00	2.52	1.49	2,159.58	1.49	-
022966	21.08	1.96	23.04	-	-	88.00	-	88.00	-	-	-	-	-
022993	23.52	2.19	25.71	-	-	19.00	-	19.00	6.71	3.96	-	-	3.96
023033	85.03	7.99	93.03	-	-	104.00	-	104.00	-	-	471.61	-	-
023112	1,221.34	227.34	1,448.68	-	-	485.00	-	485.00	963.68	569.08	-	-	569.08
023265	5.16	0.46	5.62	-	-	19.00	-	19.00	-	-	-	-	-
023516	3,036.63	564.80	3,601.42	-	304.00	-	-	304.00	3,297.42	1,947.20	-	-	1,947.20
V002486	729.63	174.34	903.96	-	-	-	-	-	903.96	533.81	-	-	533.81
TOTALS	970,216.56	179,190.71	1,149,407.27	6,719.00	27,737.98	257,254.27	65,464.43	357,175.68	827,784.03	488,824.02	316,672.86	95,310.25	393,513.77

Exhibit G

LEGAL NOTICE

If You Rented Public Housing Owned by Vancouver Housing Authority You May be Owed Money from a Class Action Settlement.

WHAT IS THIS ABOUT?

A settlement has been reached with the Vancouver Housing Authority (VHA) that may end a lawsuit regarding its Public Housing utility allowances. The settlement was reached to avoid the costs and uncertainties of litigation; VHA denies any liability. The Court has certified this matter as a class action and appointed Columbia Legal Services as Class Counsel. The Court must now decide whether to approve the settlement.

WHO IS AFFECTED?

The settlement affects you if as an adult, head of household you (1) signed a lease and lived in Public Housing owned by VHA from **April 1, 2004 to April 30, 2011**, (2) paid an income-based or minimum rent, and (3) were responsible for tenant-paid utilities. You are also affected if you live in such housing now.

VHA will be mailing individual notice to those tenants affected by this settlement at their last known address. **If you have moved, you should contact VHA at (360) 000-0000 to make sure they have your current mailing address.**

WHAT CAN YOU GET FROM THIS SETTLEMENT?

If the settlement is approved by the Federal Court, VHA will create a settlement fund of \$488,824.02 for certain tenants who lived in Public Housing between April 1, 2004 and April 30, 2011. Eligible tenants will receive a settlement payment and/or a credit toward any outstanding debt owed to VHA. In addition, VHA has agreed to annually review and adjust its Public Housing utility allowances and make certain policy changes.

WHAT ARE MY OPTIONS?

1. **Do Nothing.** You can do nothing and wait to see if the Federal Court approves the settlement. If the settlement is approved, VHA will send you notice if they have your correct mailing address.
2. **Opt Out.** If you don't want to be legally bound by the settlement, you must exclude yourself by **Month 00, 0000**. If you opt out, you do not get a settlement payment and may bring your own lawsuit against VHA.
3. **Object to the Settlement.** If you do not opt out, you may object to the settlement by **Month 00, 0000**.
4. **Go to Hearing.** The Court will hold a hearing on **Month 00, 0000**, to consider whether to approve the settlement and an award of attorneys' fees and expenses totaling no more than \$110,000. If you or your attorney wants to speak at the hearing, you must file a request with the Court by **Month 00, 0000**.

WHERE CAN I GET MORE INFORMATION?

A copy of the Settlement Agreement can be found at www.columbialegal.org/vha-class-settlement. Class Counsel will hold two meetings to discuss the proposed settlement with Class Members at the **[insert location]** located at **[insert street address]** Vancouver, Washington. The first meeting will be held on **Month 00, 0000**, at 1:00 P.M. The second meeting will be held on **Month 00, 0000**, at 6:00 P.M.

For more details, call Columbia Legal Services (Class Counsel) toll-free at 1-800-260-6260, ext. 153, or visit their website at www.columbialegal.org/vha-class-settlement.

Exhibit H

IF YOU RENTED PUBLIC HOUSING OWNED BY THE VANCOUVER HOUSING AUTHORITY, A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS

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

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

- A settlement has been reached with the Vancouver Housing Authority (“VHA”) to end a class action lawsuit about its Public Housing utility allowances. This settlement does not mean VHA violated any law or did anything wrong.
- The Court must now decide whether to approve the settlement.
- This notice has been mailed to all known persons who might be affected by this settlement.
- This notice explains your rights and how to exercise them.
- If the settlement is approved, VHA will create a settlement fund of \$488,824.02 for certain tenants who lived in Public Housing between April 1, 2004 and April 30, 2011. VHA will also annually review its utility allowances and make certain policy changes.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Remain in the Damages Class, receive any payment you are entitled to under the settlement, and give up any rights to sue VHA separately about the same legal claims alleged in this case.
EXCLUDE YOURSELF (OPT OUT)	A member of the Damages Class may exclude him or herself from the settlement in order to file his or her own lawsuit against VHA. Those who do so get no share of the Settlement Fund. The deadline for excluding yourself is [INSERT DATE] . See Question 13 for information on how to do that.
OBJECT	Write to the Court about why you do not like the settlement. The deadline for objecting to the proposed settlement is [INSERT DATE] . See Question 15 for information on how to do that.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. The deadline for notifying the Court and the parties that you wish to speak at the hearing is [INSERT DATE] . See Question 18 for information on how to do that.

Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit www.columbialegal.org/vha-class-settlement

WHAT THIS NOTICE CONTAINS

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3. Why is this a class action?
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5. How do I know if I am part of the settlement?
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THE SETTLEMENT BENEFITS PAGES 3-6

7. What monetary relief does the settlement provide?
8. What other relief does the settlement provide?
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EXCLUDING YOURSELF FROM THE DAMAGES SETTLEMENT PAGE 7

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GETTING MORE INFORMATION PAGE 10

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

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 that may affect your rights 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 **[INSERT NAME]** of the United States District Court for the Western District of Washington at Tacoma is overseeing this class action. The case is known as *McCullumn et al. v. Vancouver Housing Authority*, No. **[INSERT DOCKET NO.]**. The tenants who sued are Annie McCullumn, Nancy Ramey and Tami Romero. They are called the “Plaintiffs,” or “Class Representatives” and the party that they sued, the Vancouver Housing Authority, is called “VHA” or “Defendant.”

2. What is this litigation about?

The Plaintiffs allege that VHA failed to review and properly adjust its Public Housing utility allowances, causing VHA to collect more rent from certain Public Housing tenants between April 1, 2004 and April 30, 2011 than is permitted by federal law and in breach of its Public Housing leases. The lawsuit seeks damages (money) on behalf of a Damages Class to reimburse them for the amount of rent they overpaid and prejudgment interest. The lawsuit also seeks declaratory and injunctive relief to ensure that VHA reviews and adjusts its Public Housing utility allowances and takes other action consistent with federal law.

VHA denies the Plaintiffs’ allegations, and denies that any Class Members have suffered any damages.

The Court has not decided in favor of Plaintiffs or VHA at this time.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who have similar claims. Here, the Class Representatives seek to represent two separate settlement classes: (1) a Damages Class; and (2) a Declaratory and Injunctive Relief Class. These two settlement classes are discussed further in Question 5. The Court has certified both classes for settlement purposes only. The Court has also appointed Columbia Legal Services as Class Counsel. The parties cannot settle a class action without giving notice to all Class Members and getting court approval. If approved, the settlement will resolve the claims of all members of both classes.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or VHA. Instead, both sides agreed to settle this case to avoid the cost and risk of litigation. The settlement does not mean that any law was violated or that the VHA did anything wrong. The parties entered into this settlement after participating in mediation before a retired state court judge and engaging in extensive arm's-length negotiations and informal discovery. The settlement allows both sides to avoid the risk and cost of lengthy litigation and the uncertainty of a trial and appeals, and it permits Class Members to be compensated without further delay. The Class Representatives and Class Counsel think the settlement is in the best interest of all Class Members.

Who Is Part of the Settlement

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

Your rights are affected by this settlement if you are a member of either the Damages Class or the Declaratory and Injunctive Relief Class. Some tenants are members of both Settlement Classes.

You are a member of the Damages Class if as an adult head of household you (a) executed a lease and resided in VHA Public Housing anytime between April 1, 2004 and April 30, 2011; (b) paid an income-based or minimum rent; and (c) were responsible for tenant-paid utilities.

You are a member of the Declaratory and Injunctive Relief Class if as an adult head of household you (a) executed a lease and currently reside in Public Housing or Covered Housing owned by VHA or will execute a lease and reside in Public Housing while the settlement is in effect; (b) pay or will pay an income-based or minimum rent; and (c) are or will be responsible for tenant-paid utilities. Covered Housing is former Public Housing that has been or will be removed from the Public Housing program through the HUD Rental Assistance Demonstration Program, a voluntary disposition, or other action, where the tenants living in the units when this occurs continue to reside in these units with project-based vouchers. These units will only be considered Covered Housing so long as the tenants residing in these units at the time of removal from the Public Housing program continue to reside there.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

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

If this notice was mailed to you, VHA records show that you are a member of at least one of the Settlement Classes, as identified on the cover letter you received with this notice. If you did not receive this notice by mail and are not sure whether you are in one of the Settlement Classes, or if you have any other questions about the settlement, you or your attorney may contact Columbia Legal Services, which was appointed Class Counsel. You can reach them toll-free at 1-800-260-6260, ext. 153. You may also write with questions to VHA Utility Allowance Class Action, Columbia Legal Services, 711 Capitol Way S., #304, Olympia, WA 98501, email them at vha.class-settlement@columbialegal.org, or visit their website: www.columbialegal.org/vha-class-settlement.

The Settlement Benefits

7. What monetary relief does the settlement provide?

- *First*, VHA will establish a settlement fund in the amount of \$488,824.02 from which it shall disburse settlement payments by check to most, but not all, members of the Damages Class. Not all members of the Damages Class are entitled to a share of the settlement fund because (1) their utility allowances were adjusted to keep pace with utility rates; or (2) rent refunds paid by VHA to tenants in January 2010, February 2010, and March 2011 and/or (3) setoffs for debts owed to VHA exceed the amount that would otherwise be due a particular tenant under the Settlement Agreement.
- *Second*, for each member of the Damages Class, Class Counsel has calculated the excess rent each Class Member paid according to Plaintiffs' theory of the case and measure of damages, factoring in pre-judgment interest based on a 2.4% interest rate. Although VHA disputes any damages to tenants, it has agreed in settlement to pay \$488,824.02 towards the damages that Plaintiffs claim are due, without admitting any liability. Plaintiffs then compared the total Settlement Fund of \$488,824.02 to the total balance they claim is due all Class Members. Plaintiffs computed this ratio to be approximately 59/100 (59%). The Parties have agreed that each Damages Class Member's Settlement Share will be the amount due him or her under Plaintiffs' theory of the case multiplied by this ratio. VHA shall disburse to each Damages Class Member a Settlement Payment equal to the Class Member's Settlement Share minus any setoffs or debts currently owed to VHA. This means that some Damages Class Members will not receive a Settlement Payment if his or her debt to VHA exceeds his or her Settlement Share. However, in such a situation, the Damages Class Member will receive a dollar-for-dollar reduction in his or her liability to VHA. For example, if a Damages Class Member's Settlement Share is \$1,000, but the Class Member has unpaid rent in the amount of \$1,200, the Class Member's Settlement Payment would be zero, but the Class Member's total outstanding rent liability would be reduced to \$200.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

A list showing each Damages Class Member's Settlement Share and any proposed setoffs is attached to the Settlement Agreement as Exhibit F. You will need to know your VHA Resident ID to ascertain your expected Settlement Payment, if any, before the Settlement is approved from Exhibit F. We are also sending letters with this notice to the last known addresses of all members of the Damages Class. This letter sets forth your VHA Resident ID, your share of the Settlement Fund, and whether VHA claims that you owe a debt that it plans to set off against all or a portion of your Settlement Share. If the settlement is approved, VHA will mail a Notice of Right to Class Action Settlement Payment to all members of the Damages Class showing their Settlement Payment, if any, and other relevant information.

- *Third*, members of the Damages Class shall have no right to contest the calculation of their Settlement Share as shown on Exhibit F, except in those instances where a Class Member can show there was a material mistake in VHA's records pertaining to the project and unit they resided in, the dates and duration of their tenancy, or the amount of any previous refunds or credits set off against debts allegedly owed VHA. A Class Member shall also have the right to contest any mathematical error that VHA makes in determining the Class Member's Settlement Payment.
- *Fourth*, there will be an opportunity for some Damages Class Members to dispute certain debts that VHA plans to set off against the Class Member's Settlement Share. This opportunity does not exist where the debt has been reduced to a judgment, where the Class Member already had a VHA hearing on the debt, or where the Class Member executed a repayment agreement acknowledging the debt. A Class Member who appeals a setoff must first meet with VHA to try to informally settle the dispute. If the parties cannot settle the dispute, the Class Member may have the appeal decided by the Court. To appeal, a Class Member must comply with various requirements and deadlines set forth in the Settlement Agreement. If the Settlement Agreement is approved, Class Members will be sent a notice explaining their appeal rights.
- *Fifth*, VHA agrees that it shall not seek to recover any of the rent refund payments it made to members of the Damages Class in January 2010, February 2010, or March 2011 or credited towards debts allegedly owed VHA, even if they exceed the payments now due under the proposed settlement.

8. What other relief does the settlement provide?

- As part of the proposed settlement, VHA has agreed that it will:
 - Annually review and, if necessary, adjust its utility allowances for both Public Housing and Covered Housing;
 - Revise its Public Housing utility allowances between annual reviews if utility rates increase by 10% or more;

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

- Change its estimate of reasonable consumption of utilities by energy-conservative households residing in Public Housing only after giving written notice and an opportunity to comment to affected Class Members;
 - Keep records showing that it has complied with the terms of the Settlement Agreement and permit inspection of these records by Class Members or their legal representatives;
 - Allow Class Members to request individual relief in the form of a higher utility allowance as provided in the Settlement Agreement; and
 - Include specific provisions in all future leases or lease addenda.
- This agreement will be in effect for 48 months from the Effective Date of the Settlement Agreement if approved. It can be enforced by any member of the Declaratory and Injunctive Relief Class, and it will apply to all of VHA's Public Housing units. It will also be enforceable by those tenants residing in former Public Housing units converted to project-based vouchers for as long as those tenants continue to reside in the converted units.

9. What will Class Counsel and the Class Representatives get under the settlement?

VHA will pay up to, but no more than, a total of \$110,000.00 in attorneys' fees and costs, including incentive payments for the Class Representatives. No Class Representative will receive an incentive payment unless approved by the Court. The size of any Class Representative's incentive payment will be determined by the Court but cannot exceed \$2,500.00. The attorneys' fees, costs, and incentive fees will be paid by VHA in addition to the Settlement Fund.

The Court must approve any award of attorneys' fees and costs, including incentive payments. Class Counsel will be filing a motion for attorneys' fees and costs, including incentive payments, which will be heard by the Court at the Fairness Hearing. This motion and supporting documentation and any response by VHA or Class Members will be available at the courthouse and on Columbia Legal Services' website, www.columbialegal.org/vha-class-settlement, by no later than **[INSERT DATE]**.

Except for any incentive payments awarded by the Court, the share of the Settlement Fund going to the Class Representatives will be calculated in the same manner as that of other Class Members.

If you have any concerns about the attorneys' fees, costs, or incentive payments, you can write the Court when you file your objections. In addition, you or your attorney can file a response to the motion for attorneys' fees, costs, and incentive payments. See Questions 15, 16, and 18 for more information on the deadlines for filing objections and responses to the attorneys' fees motion.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

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

If the settlement becomes final, Class Members will release VHA from all of the settled claims. The settled claims are all claims seeking damages (money) and injunctive relief (a change in practices) arising from or relating to the facts giving rise to the subject matter of the litigation, as described in the Settlement Agreement. This means you will no longer be able to sue VHA 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 on Columbia Legal Services' website, www.columbialegal.org/vha-class-settlement.

11. 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, VHA will send a Notice of Right to Class Action Settlement Payment to all members of the Damages Class informing them of their right, if any, to a share of the Settlement Fund. This payment notice will be mailed within thirty (30) days of the Effective Date of the Final Order and Judgment approving the settlement. VHA will disburse payments within sixty (60) after the payment notice is mailed, unless a Class Member files an appeal. In that case, VHA will disburse payment within fifteen (15) days of any settlement of the appeal, within fifteen (15) days after the deadline for appealing a termination of appeal letter, or within thirty (30) days of the final resolution of the appeal by the Court.

VHA will also notify members of the Declaratory and Injunctive Relief Class of any non-monetary relief approved by the Court. This will also be done within thirty (30) days of the Effective Date of the Final Judgment and Order approving the settlement. VHA has also agreed to provide notice to new tenants when they execute their first lease and will post a copy of the notice at its main office and on its website.

The Lawyers Representing You

12. Do I have a lawyer in the case?

The Court has appointed Columbia Legal Services as Class Counsel. Class Counsel has a legal and ethical obligation to represent the interests of all members of the Settlement Classes. You will not be charged for these lawyers' work. Under the proposed settlement, VHA will pay some of their attorneys' fees and costs, provided the Court approves the award. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

Excluding Yourself from the Damages Class and Settlement

13. How do I opt out (exclude myself) from the Damages Class and Settlement?

If you are a member of the Damages Class and do not want a payment from this settlement, and would prefer to keep the right to sue VHA on your own about the same issues in this case, then you must take steps to opt out or exclude yourself from the Damages Class and settlement using the attached Damages Class Opt-Out Form.

To opt out or exclude yourself, you must send the fully completed and signed Opt-Out Form, **postmarked no later than [INSERT DATE]**, to:

VHA Utility Allowance Class Action
EXCLUSIONS
c/o COLUMBIA LEGAL SERVICES
711 Capitol Way S., #304
Olympia, WA 98501

You cannot opt out or exclude yourself on the phone or by e-mail. Mass or class opt-outs or exclusions are prohibited.

If you ask to be excluded, you are not eligible to get any settlement payment, you cannot file any objections to the monetary terms of the settlement, and you will not be legally bound by anything that happens in this lawsuit pertaining to the monetary claims being asserted on behalf of the Damages Class.

IMPORTANT: We recommend that you consult an attorney before excluding yourself from the Damages Class and settlement. If you choose to opt out and exclude yourself from the Damages Class and settlement, you should be aware that your claims, if any, must be asserted in a timely manner or may be barred by applicable statute of limitations. You may also be subject to various affirmative defenses which VHA has waived for purposes of this lawsuit.

NO REQUEST FOR EXCLUSION WILL BE VALID UNLESS POSTMARKED BY [INSERT DATE].

14. Can I opt out and exclude myself from the Declaratory and Injunctive Relief Class?

No. Under the Federal Rules of Civil Procedure, members of the Declaratory and Injunctive Class cannot opt out and exclude themselves from this lawsuit. You can, however, object to the terms and conditions of the proposed settlement agreement if you believe it is not adequate, fair, or reasonable.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

Objecting to the Settlement

15. How do I tell the Court that I do not like the settlement or award of attorneys' fees and costs, including incentive payments?

You can object to the settlement if you do not like it, or any part of it. You must give reasons why you think the Court should not approve the settlement. To object, you must send a letter saying that you object to the proposed settlement in *McCullum et al. v. Vancouver Housing Authority*, No. **[INSERT DOCKET NO.]**. Be sure to include your name, address, telephone number, and signature, copies of any documents you have proving that you are a Class Member, and the reasons why you object to the settlement. You or your attorney can also file a response to the motion for attorneys' fees, costs, and incentive payments. Mail the objection and any separate response to the motion for attorneys' fees, costs, and incentive payments to each of the three places listed below so that any objection or response is **postmarked no later than [INSERT DATE]**.

COURT	CLASS COUNSEL	VHA COUNSEL
Clerk, United States District Court for the Western District of Washington at Tacoma Union Station Courthouse 1717 Pacific Avenue Tacoma, WA 98402	Columbia Legal Services 711 Capitol Way S., #304 Olympia, WA 98501	Adrian Winder Foster Pepper PLLC 1111 Third Ave., Suite 3400 Seattle, WA 98101

The Court's Fairness Hearing

16. 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 **[INSERT TIME]** on **[INSERT DATE]**, at the United States District Court for the Western District of Washington at Tacoma, Union Station Courthouse, 1717 Pacific Avenue, Tacoma, Washington 98402. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing, with proper notice (described in Question 18).

All documents supporting approval of the settlement and any objections must be filed with the Court before the Fairness Hearing. Class Counsel will post all supporting documents and any responses, including objections, on its website at www.columbialegal.org/vha-class-settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs, as well as incentive payments to the Class Representatives. We do not know how long the hearing will take or whether the Court will make its decision about the settlement on the day of the hearing or sometime later.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

17. Do I have to come to the hearing?

No, you are not required to attend the 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 it is not necessary for your lawyer to attend.

18. May I speak at the hearing?

To speak at the Fairness Hearing, you or your attorney must send a letter or other written document stating that the letter or document is your “Notice of Intent to Appear” in *McCullumn et al. v. Vancouver Housing Authority*, No. **[INSERT DOCKET NO.]**. 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 postmarked no later than **[INSERT DATE]**. The Notice of Intent to Appear must be mailed to the Clerk of the Court, Class Counsel, and VHA Counsel, at the three addresses given in Question 15 of this Notice.

If You Do Nothing

19. 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 Questions 7 and 8. You will not be able to start a lawsuit or be part of any other lawsuit against VHA about the claims in this case.

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

Getting More Information

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

This notice briefly summarizes the proposed settlement. More details are in the Settlement Agreement which has been filed with the Court. You can also view or download a copy of the Settlement Agreement from Class Counsel's website at www.columbialegal.org/vha-class-settlement.

Class Counsel will be holding at least two meetings to discuss the proposed settlement with Class Members at the **[insert location]** located at **[insert street address]**, Vancouver, Washington. The first meeting will be held on **[INSERT DATE]** at 1:00 P.M. The second meeting will be held on **[INSERT DATE]** at 6:00 P.M.

You or your attorney may also contact Class Counsel by phone, mail, or email at:

Columbia Legal Services
711 Capitol Way S., #304
Olympia, WA 98501
1-800-260-6260 (toll-free) ext. 153
360-943-6260 ext. 153
Email: vha.class-settlement@columbialegal.org
Website: www.columbialegal.org/vha-class-settlement

DATED: **[INSERT DATE]**

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer your questions or provide legal advice.***

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

DAMAGES CLASS OPT-OUT FORM

McCullum, et al. v Vancouver Housing Authority Utility Allowance Class Action Lawsuit

**This form EXCLUDES you from the Damages Class in this Class Action lawsuit.
DO NOT use this form if you wish to remain IN the Damages Class.**

Name: _____ Resident ID: _____
(As shown on Class Notice)

Address: _____
Street City State Zip Code

Telephone: _____ (optional)

If you opt out of the Damages Class, you are not eligible to get any settlement payment, you cannot file any objections to the monetary terms of the settlement, and you will not be legally bound by anything that happens in this lawsuit pertaining to the monetary claims being asserted on behalf of the Damages Class. See Question 13 of the Notice of Proposed Class Action Settlement for other important information regarding the consequences of returning this Damages Class Opt-Out Form.

I understand that by opting out, I will not be eligible to receive any money that may result from the settlement or trial of this lawsuit.

I certify under penalty of law that I am the Class Member identified on this Form, that I am over the age of eighteen, and that I wish to be excluded from the Damages Class.

Signature of Class Member

Date Signed

Printed Name of Class Member

This Form must be completed, signed, and sent via first-class mail, postage prepaid to:

VHA Utility Allowance Class Action
EXCLUSIONS
c/o COLUMBIA LEGAL SERVICES
711 Capitol Way S., #304
Olympia, WA 98501

Your Completed Damages Class Opt-Out Form Must Be Postmarked By [DATE].

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

Exhibit H-1

United States District Court, Western District of Washington at Tacoma

[Date]

[Resident Name]
[Mailing Address]
[City],[State], [Zip Code]

VHA Resident ID: [Resident Id]

Vancouver Housing Authority records show that you previously resided in its Public Housing or currently do so. As a result, your legal rights may be affected by the settlement of a class action lawsuit known as *McCullumn, et al. v. Vancouver Housing Authority*, No. _____. We've enclosed a court-approved notice that explains your legal rights and options. Please read this letter and notice carefully. Your legal rights will be affected whether you act or do nothing.

According to Vancouver Housing Authority records, you are a member of one or both of the two Settlement Classes certified by the Court, as shown here:

Damages Class: [Yes/No] **Declaratory and Injunctive Relief Class:** [Yes/No]

Under the proposed Settlement Agreement some, but not all, members of the Damages Class will receive a share of the Settlement Fund. If the Settlement Agreement is approved by the Court, Damages Class Members will be notified in writing before any payments are disbursed. **It is important that your address is correct. If you have moved, please provide your current mailing address to the Vancouver Housing Authority at [insert contact info].**

Vancouver Housing Authority records show that you may be entitled to the following share, if any, of the Settlement Fund:

Your share of the Settlement Fund: [Settlement Share]

Vancouver Housing Authority claims that you owe the following amount in unpaid rent or other charges, which it plans to set off against your Settlement Share: [AR]

Your expected Settlement Payment after this setoff is: [Settlement Payment]

For further information, please read the enclosed notice. You can also contact Columbia Legal Services, which has been appointed Class Counsel and whose contact information is shown on page 10 of the notice. Class Counsel will be holding two meetings to discuss the settlement at the _____, located at _____, Vancouver, Washington. The first meeting will be held on _____ at _____. The second meeting will be held on _____ at _____.

By Order of the Court
United States District Court
Western District of Washington at Tacoma

Exhibit I

Notice of Final Settlement

McCullumn et al. v. Vancouver Housing Authority, No. [INSERT DOCKET NO.]

On [INSERT DATE], [District or Magistrate] Judge [INSERT NAME] approved a settlement in the class action lawsuit known as *McCullumn, et al v. Vancouver Housing Authority*, No.[INSERT DOCKET NO.]. This notice summarizes the non-monetary relief provisions of the settlement. The settlement was reached to avoid the costs and uncertainties of litigation; it does not mean VHA violated any law or did anything wrong.

These provisions of the Settlement Agreement and Final Order and Judgment will be in effect until **[48 MONTHS FROM EFFECTIVE DATE]**. They apply to all Public Housing owned by VHA, as well as certain “Covered Housing” units owned by VHA. “Covered Housing” means those housing units that used to be Public Housing, but are now subsidized through project-based vouchers instead. A list of Covered Housing is posted at VHA’s main office and on its website. Some of these provisions apply only to Public Housing units and not to Covered Housing units.

MAJOR TERMS OF THE SETTLEMENT

(1) Annual Utility Allowance Review (Public Housing and Covered Housing)

VHA will annually review its utility allowances, taking into consideration any changes in applicable utility rates and the relevant factors set out in HUD regulations. VHA will adjust these utility allowances to account for utility rate changes that occurred since the last adjustment. After this review, VHA will post information on its website demonstrating that it completed the required review and what action, if any, it took as a result of the review.

(2) Rate Changes Between Annual Reviews (Public Housing Only)

VHA will adjust its Public Housing utility allowance if there is a rate change of more than 10% between annual reviews. Adjustments to resident payments will be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. No notice and comment period is required for these types of changes. There is no similar requirement for Covered Housing utility allowances.

(3) 60-Day Notice and Comment Period (Public Housing Only)

VHA will not revise its estimate of reasonable consumption of utilities by energy-conservative households of modest circumstances without giving at least sixty (60) days’ written notice to tenants and an opportunity to submit written comments during a period expiring not less than thirty (30) days before the proposed effective date of the allowances or revisions. VHA will consider tenant comments before making a final decision as to whether or not to revise its utility consumption allowances. All written comments are available for inspection by Class Members.

There are no similar procedures required when VHA adjusts Covered Housing utility allowances. However, Class Members residing in Covered Housing may submit comments to the VHA Board of Commissioners before it makes a final decision whether to revise the utility allowances or not.

Notice of Final Settlement

McCullum et al. v. Vancouver Housing Authority, No. [INSERT DOCKET NO.]

(4) Recordkeeping and Inspection (Public Housing and Covered Housing)

VHA will maintain a record that documents the basis on which utility allowances are established and revised. VHA will permit residents and Class Members to inspect these records.

(5) Individual Relief (Public Housing and Covered Housing)

VHA will consider requests for individual relief from Class Members who incur utility bills in excess of the applicable utility allowance. For tenants residing in Public Housing units, VHA may approve a higher allowance if the household can show reasonable grounds for a higher allowance. Reasonable grounds do not include utility use that is within the resident's control.

In addition, VHA will consider requests for individual relief from tenants in its Public Housing and Covered Housing where the household incurs utility bills in excess of the applicable utility allowance because the household includes a person with disabilities. VHA shall approve a utility allowance that is higher than the applicable allowance if a higher utility allowance is needed as a reasonable accommodation for the household member with a disability.

(6) Lease Provisions (Public Housing and Covered Housing)

VHA will include the following provisions in all leases or lease amendments it enters into while the settlement is in effect:

- (a) A provision stating that the utility allowances shall be determined by VHA in accordance with HUD regulations and other requirements and that the amount of the utility allowances are subject to change in accordance with HUD requirements.
- (b) A statement of what utilities, services, and equipment are supplied by VHA without additional cost, and what utilities and appliances are paid for by the tenant.
- (c) A provision specifying the amount of the tenant's utility allowance in effect when the lease or lease amendment is executed, itemized by each tenant-paid utility.
- (d) A provision advising the tenant that should he or she incur utility billings in excess of the applicable utility allowance, the tenant may seek individual relief as discussed above. The lease shall inform the tenant of the criteria for granting and procedures for requesting such relief.

Any Class Member who is in good standing with their present lease and who asks will be given an opportunity to enter into a lease or lease addendum containing these provisions, without having to wait until his or her current lease expires or renews.

VHA will not retaliate or threaten to retaliate against any Class Member for invoking his or her rights under the Settlement Agreement or Final Order and Judgment.

Notice of Final Settlement

McCullum et al. v. Vancouver Housing Authority, No. [INSERT DOCKET NO.]

GETTING MORE INFORMATION

This notice is just a summary of some of the most important terms of the settlement. More details are in the Settlement Agreement and the Final Order and Judgment. You can view and download these documents from VHA's website at www.columbialegal.org/vha-class-settlement or get a copy from Class Counsel.

A tenant who believes that VHA is violating material terms of the Final Order and Judgment should contact Columbia Legal Services, which has been appointed Class Counsel. The Settlement Agreement and Final Order and Judgment have specific procedures that must be followed to enforce their terms.

You or your attorney may contact Class Counsel by phone, mail, or email or visit its website to get more information:

Columbia Legal Services
711 Capitol Way S., #304, Olympia, WA 98501
1-800-260-6260 (toll-free) ext. 153
360-943-6260 ext. 153
Email: vha.class-settlement@columbialegal.org
Website: www.columbialegal.org/vha-class-settlement

Please do not call the Court or the Clerk of the Court for additional information about the settlement. They cannot answer your questions or provide legal advice.

Exhibit J

Notice of Right to Class Action Settlement Payment

McCullum et al. v. Vancouver Housing Authority, No. [INSERT DOCKET NO.]

To: [Tenant Name]
[Street Address]
[City], [State], [Zip Code]

[Date]

VHA Resident ID: [Resident ID]

Read this notice carefully. This notice tells you whether you can expect a settlement payment and/or a credit towards a debt you currently owe the Vancouver Housing Authority (“VHA”) as a result of a class action lawsuit. It also explains how to appeal if you think a mistake was made in calculating your settlement share, settlement payment or credit or setoff, or you deny owing a debt to VHA. **All appeals must be received by [Date].**

Why am I getting this notice? Although VHA denies any wrongdoing, the parties recently settled a class action lawsuit. As part of the settlement, VHA agreed to make payments to certain tenants who lived in its Public Housing between April 1, 2004 and April 30, 2011 or to credit such payments to debts allegedly owed VHA. The Court has approved the Settlement Agreement. More information about the lawsuit and settlement is available at www.columbialegal.org/vha-class-settlement.

Will all tenants get a settlement payment or credit? Most, but not all, class members are entitled to a payment from the settlement fund. There are some tenants who are not entitled to a settlement share or who will not get a settlement payment because they already received rent refunds or credits exceeding what they would otherwise be owed under the Settlement Agreement.

What settlement payment or credit will I receive? The amount of your settlement payment or your credit is shown on the Settlement Information Table at the end of this document.

When will I get my settlement payment? VHA will mail your settlement check, if any, within the next 60 days unless you appeal, in which case checks will be mailed after the appeal has been resolved. You or your attorney may want to review the Settlement Agreement or check with Class Counsel before filing an appeal to find out how long this might delay disbursement of your settlement check.

Important: If you have moved, please send your current mailing address to VHA at _____.

What can I do if I think these amounts are wrong? Your share of the settlement fund has been approved by the Court. You can only contest these amounts if:

(1) there was a material mistake in VHA’s records concerning the dates and duration of your tenancy, the units you rented, or the refunds or credits you got, if any, in January 2010, February 2010, or March 2011 (see the Settlement Information Table at the end of this document for these material facts);

Notice of Right to Class Action Settlement Payment

McCullum et al. v. Vancouver Housing Authority, No. [INSERT DOCKET NO.]

(2) you dispute the amount of any setoff that VHA made in March 2011 or plans to take against your share of the settlement fund based on a debt allegedly owed to VHA as shown on the Settlement Information Table at the end of this document. You cannot appeal a debt previously upheld by a court or VHA hearing officer, or where you previously executed a written repayment agreement acknowledging the debt; or

(3) you can show there was a mathematical error in determining your Settlement Payment.

How do I appeal and what is the deadline for doing so? If you wish to appeal, you must complete the enclosed Appeal Form and deliver it to VHA by personal delivery, mail, fax, or email by [Date]. VHA's contact information is provided in the Appeal Form instructions.

What happens if I appeal? You **must** attempt to resolve your appeal by meeting with VHA informally without the necessity of a court hearing. VHA will contact you to schedule this meeting. You may ask to examine any VHA documents directly relevant to your appeal before the meeting. At the conclusion of the settlement meeting, VHA will prepare a report of the outcome of the meeting signed by all the parties and give you a copy. If a settlement is reached at the meeting, it will be reflected in the report, and the appeal is terminated. If the meeting did not resolve the appeal, the report will explain how you can submit your appeal to the Court.

Where can I get advice about whether to appeal? Before appealing, you may wish to seek free legal advice by calling the Northwest Justice Project CLEAR Hotline toll-free at 1-888-201-1014 weekdays between 9:00 A.M. and 12:00 Noon or by completing an online application at <http://nwjustice.org/clear-online>. You should also check for further information on the website of Columbia Legal Services, who was appointed Class Counsel: www.columbialegal.org/vha-class-settlement.

What happens to my settlement payment if I am now divorced? What happens if a tenant has died? If you were married between April 1, 2004 and April 30, 2011 and are now divorced, or if a tenant has died, your former spouse, or the deceased tenant's estate, heirs or successors, may be able to claim all or part of the settlement payment as explained in the Settlement Agreement. All settlement payments that are unclaimed will be considered abandoned property and handled in accordance with chapter 63.29 RCW.

Who can I contact if I have questions about this notice? If you have questions, you may contact Columbia Legal Services (Class Counsel) at the number below or email them at vha.class-settlement@columbialegal.org. The Settlement Agreement and other documents concerning this class action lawsuit are available on their website at www.columbialegal.org/vha-class-settlement.

Notice of Right to Class Action Settlement Payment*McCullum et al. v. Vancouver Housing Authority*, No. [INSERT DOCKET NO.]**Settlement Information Table**

[Resident Name]

Resident ID: [Resident ID]

I. MATERIAL FACTS USED TO CALCULATE CLAIM:Last Occupied Unit:

Unit Id: [Unit Id]

Address: [Address]

Move In: [Move In]

Move Out: [Move Out]

Previous Units Occupied, If Any:

Unit Id: [Unit Id]

Address: [Address]

Move In: [Move In]

Move Out: [Move Out]

Unit Id: [Unit Id]

Address: [Address]

Move In: [Move In]

Move Out: [Move Out]

II. TOTAL CLAIM BASED ON PLAINTIFFS' THEORY OF THE CASE: [Total Claim]**III. ADJUSTMENTS TO CLAIM (for all units):**

January 2010 Refund:	[Jan. 2010 Refund]
February 2010 Refund:	[Feb. 2010 Refund]
March 2010 Refund:	[March 2010 Refund]
March 2011 Setoff:	[March 2011 Setoff]
Total Adjustments:	[Total Adjustments]

IV. TOTAL CLAIM AFTER ADJUSTMENTS: [Total Claim] – [Total Adjustments] = [Balance]**V. CALCULATION OF SETTLEMENT PAYMENT:**

Settlement Share (59% of Total Claim After Adjustments):	[Settlement Share]
Credit or Setoff (toward debt claimed by VHA):	[AR]
Settlement Payment (if any):	[Payment]

*If you think the above information is incorrect, you can appeal. To do so, you must complete and deliver the enclosed appeal form to VHA by **[date]**.*

Page 3 of 3

**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit
www.columbialegal.org/vha-class-settlement**

Exhibit K

APPEAL FORM

I received a Notice of Right to Class Action Settlement Payment for *McCullumn et al. v. Vancouver Housing Authority*, No. [INSERT DOCKET NO.]. This notice was sent to:

Printed Name _____
VHA Resident ID Number

Mailing Address City Zip Telephone

I want to appeal this notice.

REASONS FOR APPEAL
(Check appropriate box or boxes)

- [] I contend there was a material mistake in VHA's records pertaining to the dates and duration of my tenancy, the unit I rented, the amount of any refunds made in January 2010, February 2010, or March 2011, or in the amount of any setoffs applied in March 2011. *[Please circle the type of information you think is inaccurate. At or before the settlement meeting you must explain what mistakes you contend exist in VHA's records and provide any evidence showing a mistake was made.]*

- [] I contest the debt(s) allegedly owed to VHA shown on the Notice of Right to Class Action Settlement Payment. *[Note: You cannot appeal this if the debt was previously upheld by a court or VHA hearing officer, or if you previously executed a written repayment agreement acknowledging the debt. At or before the settlement meeting you must tell us why you contest the debt and what evidence supports your position.]*

- [] There was a mathematical error in the determination of my Settlement Payment. *[At or before the settlement meeting you must show us the calculation you think is correct.]*

Signature _____
Date

Printed Name

Mailing Address City Zip Telephone

Designated Representative, If Any: _____

Mailing Address City Zip Telephone

See Page 2 for Instructions and Important Information

Instructions for Returning Appeal Form

1. Complete, sign, and deliver Page 1 of this Appeal Form to VHA within **30 days of the date of the Notice of Right to Class Action Settlement Payment**. If you do not do so, you will lose your right to appeal.
2. You can deliver the Appeal Form in person, by mail, email, or fax to: Vancouver Housing Authority, 2500 Main Street, Vancouver, WA 98660; Fax: (360) 694-8369; Email: _____@vhausa.com. You should retain a copy of your Appeal Form and proof of service.

Important Information

Class Members who appeal must first attempt to resolve the appeal by meeting with VHA. You have the right to be represented by counsel or any other person chosen as your representative.

Within ten (10) business days of receiving a timely filed Appeal Form, VHA will schedule a meeting with you and your representative, if any, to try to resolve this appeal. Generally, this meeting should occur within thirty (30) days of receipt of your appeal. You will be given written notice of the date and time of the meeting. If you no longer reside in Clark County, Washington, VHA will allow you to participate in the meeting by phone. You may ask to reschedule a meeting for good cause or if needed as a reasonable accommodation for a person with disabilities. Good cause means an unavoidable conflict that affects the health, safety, or welfare of the family. Your request to reschedule a meeting must be made orally or in writing prior to the day of the meeting.

Before the scheduled meeting, you or your representative can ask for an opportunity to examine any VHA documents directly relevant to your appeal.

At the conclusion of the meeting, VHA will prepare and give you a meeting report stating whether you have reached a settlement. If a settlement is not reached, the meeting report will explain what you must do to submit your appeal to the Court and the deadline for doing so.

Prior to your meeting, you may wish to seek free legal advice by calling the Northwest Justice Project CLEAR Hotline toll-free at 1-888-201-1014 weekdays between 9:00 A.M. and 12:00 Noon or by completing an online application at <http://nwjustice.org/clear-online>.

For further information, you or your representative may contact Class Counsel by phone, mail, or email or visit its website at:

Columbia Legal Services
711 Capitol Way S., #304
Olympia, WA 98501
1-800-260-6260 (toll-free) ext. 153
Email: vha.class-settlement@columbialegal.org
Website: www.columbialegal.org/vha-class-settlement

Exhibit L

McCullum et al. v. Vancouver Housing Authority
No. [INSERT DOCKET NO.]

SETTLEMENT MEETING REPORT

Date: _____

Class Member: _____

Address: _____

Meeting Participants (include title and affiliation): _____

This is a report of the meeting held on the above date to informally settle your appeal regarding your Settlement Payment. A copy of your Notice of Right to Class Action Settlement Payment and submitted Appeal Form are attached. The outcome of this meeting is as follows:

The Class Member and VHA have reached an agreement. The Class Member's new Settlement Payment information is as follows:

Settlement Share: _____

Setoff Amount: _____

Settlement Payment: _____

Your appeal is considered terminated, and VHA will disburse your new Settlement Payment, if any, within 15 days.

The Class Member and VHA did not reach an agreement. The Class Member may continue to pursue his or her appeal with the Court. Your appeal rights are on page 2. A form for appealing to the Court is attached.

By signing below, the Class Member agrees to accuracy of the foregoing information and acknowledges receipt of this Meeting Report.

Class Member:

Vancouver Housing Authority:

Signature

Date

Signature

Date

Printed Name

Printed Name

McCullum et al. v. Vancouver Housing Authority
No. [INSERT DOCKET NO.]

APPEAL RIGHTS

If you and VHA were unable to resolve this appeal informally, you may submit your appeal to the Court. The Court's decision will be final and binding on all parties. There shall be no further right to appeal.

To submit your appeal to the Court, you must sign and deliver a completed appeal form to the Court and to VHA **within thirty (30) days** of the date of the Settlement Meeting Report. This 30-day deadline is mandatory and will not be extended. An appeal form has been provided to you with your Settlement Meeting Report if you did not informally resolve your appeal with VHA. A copy can also be obtained from Class Counsel at the contact information provided below. The appeal form contains instructions as to where to mail the form and important information explaining how your appeal will be handled by the Court.

If you do not submit your appeal to the Court in a timely manner, you waive whatever right you may have had to a judicial resolution of this appeal and will only be entitled to the Settlement Share and Settlement Payment, if any, set forth in the original Notice of Right to Class Action Settlement Payment. If you choose not to appeal to the Court, VHA will mail your Settlement Payment, if any, to you within 15 days of the date the Settlement Meeting Report can no longer be appealed or the date you sign and deliver to VHA a written waiver of your right to appeal. For further information about your appeal rights, you or your attorney may contact Class Counsel by phone, mail, or email or visit their website at:

Columbia Legal Services
711 Capitol Way S., #304
Olympia, WA 98501
1-800-260-6260 (toll-free) ext. 153
360-943-6260 ext. 153
Email: vha.class-settlement@columbialegal.org
Website: www.columbialegal.org/vha-class-settlement

**Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer your questions or provide legal advice.**

Exhibit M

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ANNIE McCULLUMN, NANCY RAMEY
and TAMI ROMERO, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

VANCOUVER HOUSING AUTHORITY

Defendant.

CLASS ACTION

No.

SUBMISSION OF APPEAL TO COURT

TO: Clerk's Office, U.S. District Court
1717 Pacific Avenue, Room 3100
Tacoma, WA 98402-3200

FROM: [Class Member's Name]

I am submitting my appeal of the Notice of Right to Class Action Settlement Payment to the Court for final determination. I certify under penalty of law under the laws of the United States that:

1. I received a Notice of Right to Class Action Settlement Payment, dated _____.

A copy of this Notice is attached.

2. I completed and delivered to VHA an Appeal Form within thirty (30) days from the date of the Notice of Right to Class Action Settlement Payment. A copy of my Appeal Form is attached.

3. I met with VHA to try to settle my appeal or had good cause for not doing so as explained below (check box and add explanation, if necessary):

SUBMISSION OF APPEAL TO COURT - 1
[Case No.]

Columbia Legal Services
711 Capitol Way S #304
Olympia, WA 98501
(360) 943-6260
(360) 754-4578 (fax)

1 [] I met with VHA to try to settle my appeal, but we did not reach a settlement. A copy of
2 the Settlement Meeting Report that I received from VHA is attached; or

3 [] VHA terminated my appeal. A copy of the Termination Letter, dated _____,
4 is attached. I did not appear at the scheduled meeting or did not respond to VHA's attempts to schedule
5 a meeting because (attach additional pages if necessary): _____
6 _____
7 _____
8 _____.

9 I am asking that the Court find that I had good cause for not appearing at the scheduled meeting or not
10 responding to VHA's attempts to schedule a meeting, waive the informal meeting requirement, and
11 consider my appeal. I understand that the informal settlement process is mandatory and that unless the
12 Court finds good cause for waiving this requirement, the Court will not consider my appeal.

13 4. I am filing this appeal with the Court within thirty (30) days of the date of the Settlement
14 Meeting Report or Termination Letter that I received from VHA, as is required. I understand that filing
15 this appeal within thirty (30) days is mandatory and that this time period cannot be extended.

16 5. I wish to appeal the Notice of Right to Class Action Settlement Payment because (attach
17 additional pages if necessary): _____
18 _____
19 _____.

20 DATED: _____ Signature _____
21

22 Address: _____ Phone: _____
23 _____ Email: _____

24 Legal Representative, if any (name and phone): _____

1 **Important Information**

2 *[You may keep this page for your reference.]*

3 The original of your completed appeal form should be sent to the Court at the address above, with a
4 copy sent to VHA's counsel. Your appeal form must be **received** within **thirty (30) days** of the date on
5 your Settlement Meeting Report or Termination Letter. Your copy to VHA's Counsel should be sent to:

6 Adrian Winder
7 Foster Pepper PLLC
8 1111 Third Avenue, Suite 3400
9 Seattle, Washington 98101

10 You should retain a copy of your appeal form and exhibits and proof that you mailed the form to the
11 Court and VHA in a timely manner.

12 The Court will schedule this matter for hearing. At least fourteen (14) days before the hearing, VHA
13 will send you a hearing packet containing all documents and the names of any witnesses that VHA
14 intends to present at the hearing.

15 You must notify VHA and the Court in writing of the identities of any witnesses you intend to call at the
16 hearing, other than yourself, at least seven (7) days before the hearing.

17 If you are represented by counsel, your counsel must enter a notice of appearance before appearing on
18 your behalf at the hearing.

19 Prior to your hearing, you may wish to seek free legal advice by calling the Northwest Justice Project
20 CLEAR Hotline toll-free at 1-888-201-1014 weekdays between 9:00 A.M. and 12:00 Noon or by
21 completing an online application at <http://nwjustice.org/clear-online>.

22 You or your attorney may contact Class Counsel for further information about the appeal process, by
23 phone, mail, or email or visit their website at:

24 Columbia Legal Services
711 Capitol Way S., #304
Olympia, WA 98501
1-800-260-6260 (toll-free) ext. 153
Email: vha.class-settlement@columbialegal.org
Website: www.columbialegal.org/vha-class-settlement

**Please do not call the Court or the Clerk of the Court for additional information. They cannot
answer your questions or provide legal advice.**

Exhibit N

[VHA Letterhead]

[DATE]

[CLASS MEMBER NAME]

[STREET ADDRESS]

[CITY, STATE, ZIP]

RE: *McCullumn, et al v. Vancouver Housing Authority*, No. _____

APPEAL TERMINATION LETTER

Vancouver Housing Authority (“VHA”) timely received your Appeal Form regarding your Notice of Class Action Settlement Payment on Month 00, 0000. Your appeal is being terminated for the following reason:

- You failed to attend the settlement meeting scheduled for Month 00, 0000.
- You failed to respond to VHA’s requests to schedule a meeting about your appeal. We made the following attempts to contact you to schedule the meeting:

All Class Members must attempt to settle their appeal by meeting with VHA before submitting their appeal to the Court. If you can show good cause why you failed to appear for a scheduled meeting or why you failed to respond to VHA’s attempts to schedule the meeting, the Court may waive this requirement.

To submit your appeal to the Court, you must complete and deliver the attached Appeal Form by **Month 00, 0000**. This deadline is mandatory and shall not be extended. If you do not submit your appeal to the Court in a timely manner, you waive whatever right you may have had to a judicial resolution of this appeal and shall only be entitled to the Settlement Share and Settlement Payment, if any, set forth in the original Notice of Right to Class Action Settlement Payment. The attached Appeal Form has mailing instructions, important information explaining how your appeal will be handled by the Court, and who you may contact for further information.

Sincerely,

[Signature, Printed Name, and Title]

[VHA Letterhead Footer]