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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON DEPUTY

THE HONORABLE MARSHA J. PECHMAN

09-CV-00226-ORD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

17 MARKELETTA WILSON, MARIE
18 TOWNES, and all other similarly situated
19 individuals,

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22 Plaintiffs,

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24 v.

25 SEATTLE HOUSING AUTHORITY, et
26 al.,

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29 Defendants.

No. C09-00226 MJP

[~~PROPOSED~~] FINAL ORDER AND
JUDGMENT GRANTING APPROVAL OF
CLASS ACTION SETTLEMENT

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32 This matter came before the Court for consideration of the motion for final approval of
33 the class action settlement in the above-captioned matter. The Court, having heard the argument
34 of the Parties at the Fairness Hearing on Jan 9, 2012, 2011; having given the
35 opportunity to all Class Members to be heard in accordance with the Court's Preliminary
36 Approval Order; having considered the Parties' Settlement Agreement, including all attached
37 exhibits and related materials, the motion, all other papers filed in support; all objections to the
38 settlement; the complete record of the case; all other material relevant to this matter; and being
39 satisfied that the terms and conditions set forth in the Settlement Agreement were the result of
40 good faith, arms-length settlement negotiations between competent and experienced counsel for
41 both Plaintiffs and Defendants, hereby orders as follows:
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[PROPOSED] FINAL ORDER AND JUDGMENT
GRANTING APPROVAL OF CLASS ACTION
SETTLEMENT (No. C09-00226 MJP) - 1

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1. The Settlement Agreement is adopted by the Court and made part of this Order as if set out in full herein. The Court, for purposes of this Order, adopts the definitions set forth in the Settlement Agreement. All capitalized terms in this Order shall have the same meaning as in the Settlement Agreement.

2. For purposes of this litigation, the Court has subject matter and personal jurisdiction over the Parties, including all Class Members.

3. Pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2), the proposed Settlement Class is hereby certified for settlement purposes only. The Settlement Class is defined as follows: All SHA Section 8 voucher holders who had termination hearings on or after February 20, 2006 and before August 1, 2008 and whose Section 8 vouchers were terminated as a result of such hearings. The Settlement Class consists of 80 members; the identities of Class Members are known and are listed on Exhibit E to the Settlement Agreement.

4. Pursuant to Federal Rule of Civil Procedure 23, and for purposes of settlement only, the Court makes the following findings of fact and conclusions of law:

- a. The Settlement Class is sufficiently definite;
- b. The Settlement Class is so numerous that joinder of all members of the Settlement Class is impracticable;
- c. There are questions of law and/or fact common to the Settlement Class;
- d. Plaintiffs' claims are typical of the claims of the members of the Settlement Class;
- e. Plaintiffs and Class Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; and
- f. The alleged acts or omissions of Defendants which are at issue in this litigation apply generally to the Settlement Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Settlement Class as a whole.

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2 5. Pursuant to Federal Rule of Civil Procedure 23, and for purposes of settlement
3 only, Columbia Legal Services is confirmed as Class Counsel, and Markeletta Wilson and Marie
4 Townes are confirmed as Class Representatives.
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7 6. Class Counsel has provided notice in a manner consistent with the Preliminary
8 Approval Order and as set forth in the Settlement Agreement. The notice, as implemented, met
9 the requirements of due process and was reasonable under the circumstances. The notice was
10 reasonably calculated under the circumstances to apprise Class Members of the pendency of the
11 Action, the terms of the Settlement Agreement, and their right to appear and/or object to the
12 settlement. Further, the notice was reasonable and constituted due, adequate, and sufficient
13 notice to all persons entitled to receive notice. Defendants notified the appropriate federal and
14 state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.
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23 7. The Court has determined that a full opportunity has been given to the members
24 of the Settlement Class to object to the terms of the settlement or to Class Counsel's request for
25 attorneys' fees and costs and Class Representative incentive payments, and otherwise participate
26 in the Fairness Hearing on June 9, 2012. The Court has considered all submissions and
27 arguments provided by Class Members objecting to the settlement as well as Class Counsel's
28 response to those objections and has determined that none of the objections warrant disapproval
29 of the Settlement Agreement.
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37 8. The Court has carefully considered all the papers, evidence, and arguments before
38 it and has made its independent judgment that: (1) Plaintiffs and Class Members face significant
39 risks if this litigation were to proceed; (2) the possibility of a greater ultimate recovery is
40 speculative and any such recovery would only occur after considerable delay; (3) the terms of the
41 Settlement Agreement provide substantial and meaningful benefits to the Settlement Class;
42 (4) the settlement is the product of meaningful investigation into the facts and circumstances
43 surrounding SHA's termination hearing practices and policies for Section 8 voucher holders;
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2 (5) the settlement negotiations were extensive, arms-length under the direction of the Hon.
3 Terrence Carroll (ret.), and without any collusion; (6) the reaction by the Settlement Class has
4 been in favor of the settlement; and (7) experienced Class Counsel support the settlement.
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6 Accordingly, having considered the foregoing as well as the small number of objections; the
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8 costs, risks, and delays of continued litigation versus the benefits provided by the settlement; and
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10 based on this Court's knowledge of this Action, the Court finds and concludes that the settlement
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12 is in the best interests of the Settlement Class and is fair, reasonable, and adequate as to all Class
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14 Members. The Court therefore enters judgment in accordance with the Settlement Agreement.
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18 9. The settlement and the terms of the Settlement Agreement are granted final
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20 approval and are confirmed as fair, reasonable, and adequate and are binding on all Class
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22 Members.

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24 10. The Parties are hereby directed to proceed with and complete implementation of
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26 the settlement.

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28 11. The Court dismisses on the merits with prejudice all claims presently before it and
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30 orders release of the Class Members' claims pursuant to Section 9 of the Settlement Agreement.

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32 12. The Court has considered the request of Class Counsel for an award of attorneys'
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34 fees and costs, including Class Representative incentive payments, as well as any objections to
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36 such requests. The Court hereby grants the requests and awards Class Counsel fees and costs in
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38 the amount of \$180,000. The Court rules as follows regarding the requested incentive
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40 awards for Ms. Wilson and Ms. Townes: 10,000 for Ms. Wilson and
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42 5,000 to Ms. Townes.

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44 13. All Parties are bound by this Final Order and Judgment and by the Settlement
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46 Agreement.

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48 14. Without affecting the finality of this Final Order and Judgment, the Court reserves
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50 exclusive and continuing jurisdiction over the Action, the Parties, and Class Members to
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interpret and enforce the terms, conditions, and obligations of the Settlement Agreement and this Order.

DATED this 9 day of January, 2011.



Honorable Marsha J. Pechman
United States District Court Judge