

1937 (42 U.S.C. § 1437 *et seq.*), the regulations of the Department of Housing and Urban Development, and the Housing Authority's lease.

2. **Defendant.** The Defendant in this case is the Richmond Redevelopment and Housing Authority (RRHA).
3. **Scope.** This Settlement Agreement is entered into as a settlement of all claims for declaratory, injunctive and monetary relief as set forth in Plaintiffs' Complaint, as well as a settlement of all associated attorneys' fees and costs. The parties agree to the following terms.

I. BACKGROUND

4. Plaintiffs, who are current and former tenants of RRHA, intended to file this class action challenging RRHA's calculation and implementation of electric utility allowances as required by the U.S. Housing Act of 1937 (Housing Act) and the regulations of the U.S. Department of Housing and Urban Development (HUD) and also challenging its late fee process (hereinafter class action). Before the class action was filed, RRHA entered into a tolling agreement with Plaintiffs in an effort to negotiate a settlement agreement without first incurring litigation costs, with the intent of later seeking court approval should an agreement be reached.
5. RRHA is a political subdivision of the Commonwealth of Virginia with the power to sue and be sued. RRHA owns and operates several developments which are the subject of the suit, and scattered sites as public housing. The funding is provided by HUD under the Housing Act. Each of these housing developments is located in Richmond, Virginia.

6. The Parties desire to resolve without further litigation all claims arising out of or relating in any way to Plaintiffs' Class Action. The Parties understand and agree that RRHA denies any and all allegations of wrongdoing and related legal conclusions which have arisen or may arise out of the circumstances resulting in this Class Action.
7. Plaintiffs and RRHA understand and agree that neither the making of this Agreement nor anything contained herein shall, in any way, be construed or considered to be an admission by RRHA of any wrongdoing or noncompliance with any federal, state, or local statute, public policy, tort law, contract law, common law, or of any other wrongdoing whatsoever.
8. The Housing Act mandates that public housing tenants residing in RRHA units cannot be charged more than thirty percent (30%) of their adjusted monthly income for rent which includes allowances to cover reasonable consumption of utilities. *See* 42 U.S.C. § 1437 *et seq.* The Housing Act also allows RRHA to establish a utility allowance program and establish surcharges for electric utility consumption in excess of the allowances.
9. The class action challenges RRHA's electric utility allowance program and assessments of residents with a surcharge for excessive electric usage during two distinct periods. From November 2012 to November 2016, "Period A", the class challenges RRHA's resumption of its electric utility charge program. Then beginning in May 2014 to November 2016, "Period B", the class challenges RRHA's implementation of new excess utility allowances in accordance with its December 2013 survey and study. Plaintiffs contend that the 2013 study established utility

allowances that resulted in large numbers of tenants being charged excess electric usage fees. Thus, many tenants have paid amounts for rent plus reasonable use of utilities that exceed the statutory maximum of 30% of their adjusted monthly income as the resident contribution.

10. Plaintiffs contend that the 2012 implementation of utility surcharges based on a 1997 study was procedurally deficient and therefore void.

11. The HUD regulations require RRHA to promulgate criteria and procedures for adjusting utility allowances for tenants who are elderly, disabled, ill or otherwise have special needs for usage of electricity beyond their control. Plaintiffs contend that RRHA has not promulgated appropriate criteria for such procedures. 24 C.F.R. § 965.508. RRHA contends it had a HUD-approved individual relief procedure in place which allowed it to adequately deal with this matter.

12. Plaintiffs contend that their claims are based upon *inter alia* the terms of RRHA's lease agreement, 42 U.S.C. §§ 1437a and d; 42 U.S.C. § 1983; 24 C.F.R. §§ 965.502, 505, 506, 507 and 508; and 24 C.F.R. §§ 966.4 and 966.5. RRHA denies these legal conclusions.

13. RRHA agrees to enter into this Settlement Agreement to avoid further expenses, additional delay, and the risk inherent in litigation. **NOW, THEREFORE,** the undersigned Plaintiffs and Defendant agree as follows:

II. SETTLEMENT TERMS

14. The settlement class shall be: All current and former Richmond public housing tenants since November 1, 2012 through October 31, 2016 who were subject to RRHA's procedures regarding utility allowances and late fees.

Prospective Relief for Tenants:

15. Prospective relief began voluntarily on November 1, 2016 and its continuation becomes a material term of this agreement on the day final court approval is given, including any approval from the U.S. Department of Housing and Urban Development, and all appeal and approval times have run. If no appeal is filed from a final order in this case, then thirty days after entry of a final judgment approving this class settlement, the terms of this prospective relief shall take effect.

A. Implementation of New Allowances.

16. Effective November 1, 2016, RRHA's new electricity allowances were based on a historical data consumption study from The Nelrod Company in 2016 ("2016 study"). This study was done according to HUD regulation and industry best practices. The 2016 study methodology excluded the highest 15% of charges and the lowest 10% of charges; further, the 2016 study considered yearly averages from usage but excluded summer months (June, July, August and September) when air conditioning is more likely to be in use. Additional calculations and considerations have been shared with Plaintiffs' counsel and have been explained in the 2016 study.

17. RRHA has shared with Plaintiffs' counsel a copy of the 2016 study. Plaintiffs reviewed and approved the study. The final 2016 study was implemented in 2017 and reflected beginning with the January 2017 utility billing cycle going forward. The study was made effective retroactive to November 1, 2016 and as a result of its

retroactive implementation, current and certain former tenants are entitled to a total of \$79,590.23 in credits and payments for electricity use during the months of November and December 2016. A copy of 2016 study is included as Attachment A.

18. RRHA Board of Commissioners has approved the 2016 study and it is currently being used.
19. The parties agree that the adoption of the 2016 study is pursuant to this Settlement Agreement, and therefore Plaintiffs subject to this Class Action agree to waive any notice and comment requirements under federal and/or state law in the interest of compromise and that RRHA's adoption of the 2016 study shall be deemed to be lawful and valid for the term required under this Settlement Agreement.
20. Beginning November 1, 2016, consumption allowances for the next three years will be based on the 2016 study, subject to any HUD-mandated methodology to the contrary.

B. Implementation of New Individual Relief Notice, Policies and Procedures.

21. RRHA shall implement an individual relief policy and procedures for tenants who are elderly, disabled, ill, or otherwise have special needs for usage of electricity beyond their control. RRHA has provided Plaintiffs' counsel a copy of the individual relief policy and procedures for its review and comment. Plaintiffs' counsel reviewed the policy and relief procedures, submitted proposed changes to RRHA, and the parties have agreed to several changes. The proposed notice, policy and procedures are attached. (Attachment B). The adoption of the proposed notice, policy and procedures is pursuant to this Settlement Agreement, and therefore Plaintiffs subject

to this Class Action agree to waive any notice and comment required under Federal and/or State law in the interest of compromise.

22. RRHA's final adoption of such notice and policy shall be deemed to be lawful and valid for the term required under this Settlement Agreement. Plaintiffs agree to file no claim challenging the validity of the notice and policy under this Settlement Agreement, for a period of one year, and then only if Plaintiffs can show changed circumstances.

23. RRHA shall notify tenants of the right to request relief from the future imposition of utility surcharges upon implementation of this Agreement, upon their admission into the public housing program, at their initial lease execution and at their annual recertification appointments. This notification shall be in writing and shall state the right to challenge the denial of any request for relief in accordance with RRHA's grievance procedure. RRHA will notify tenants about the relief procedures and the contact staff person by including the information in the Admissions and Continued Occupancy Policy ("ACOP") and by providing a notification at each lease reading or renewal.

C. Modification of Electric Utility Bills, Billing Policies and Staff Training.

24. RRHA will modify the format and content of its utility bills so that residents are given specific information about the dates and readings of the submeters at the beginning and at the end of the period for which the bill is rendered, the amount of their kilowatt hour allowance, usage, overage, and the surcharge, in a format agreed upon by the Plaintiffs. RRHA has provided Plaintiffs' counsel with a sample utility bill. Plaintiffs' counsel provided RRHA suggestions for what information about

usage and surcharges should be placed on the bill, and the parties have agreed to several changes as indicated in Attachment C or other acceptable form as agreed to by the parties.

25. RRHA will work with its third-party, YES, or any other billing provider, to shorten the amount of time between receipt of the utility bill from Dominion and notice to tenants of the amount of any surcharge as much as reasonably practicable. YES will obtain direct access to Dominion's monthly bills to possibly shorten billing times by up to one month. If billing times are shortened by up to one month, the first bill thereafter may reflect two months of utility charges.
26. RRHA will cover the customer charge from Dominion that is currently billed only to tenants paying surcharges, so long as HUD will reimburse RRHA for these charges at the same rate it reimburses RRHA for other operating costs (currently at 85%). RRHA will notify LAJC if and when HUD no longer reimburses RRHA for these other operating costs.
27. RRHA will ensure that its staff will be trained regarding utility billing procedures, tenant requests for relief from utility billing, and the grievance procedure for tenants to contest charges if they believe they have been improperly billed and will provide Plaintiffs' counsel with a training plan and agenda that will be used to train staff. (Attachment D).

D. Modifications to RRHA's Lease.

28. RRHA will amend its lease to accurately inform tenants of the way in which they will be charged for excess utility usage, including information regarding their specific usage allowance, and will amend its lease to ensure that late charges and other non-

rent charges are not treated as rent. Recognizing that RRHA incurs costs when tenant charges are not timely paid, RRHA reserves the right, if it deems appropriate, to amend leases to allow for the assessment of late charges on non-rent payments in the future. Plaintiffs do not release any claims it may have against RRHA on the issue of whether late fees can legally be assessed on non-rent charges.

29. RRHA has provided a copy of its lease to Plaintiffs' counsel for its review and recommendations. Plaintiffs' counsel recommended language to be used in the lease, and the parties have agreed to several changes. The proposed lease is attached. (Attachment E).

Retroactive Relief for Current and Former Tenants:

30. For purposes of administering retroactive relief for current and former tenants:
- a. For each current tenant, RRHA will credit back to the tenant's account:
 - i. A portion of excess utility surcharges for usage between November 1, 2012, and October 31, 2016, with surcharge due dates from February 1, 2013, to January 1, 2017;
 - ii. A portion of late fees charged from February 1, 2013 to November 1, 2016 that were triggered by unpaid excess utility charges; and
 - iii. All excess utility surcharges overbilled due to billing errors from October 1, 2014, through November 1, 2016.

For utility surcharges and late fees, RRHA will distribute a credit to each tenant on a pro rata basis and based on a percentage of the aggregate utility surcharge assessed to all tenants from February 1, 2013 to November 1, 2016. For overbilled amounts, RRHA will distribute the credit based on the amount the

tenant was overbilled. After determining and applying the above credits, any positive amount after subtracting unpaid rent and other valid charges will be applied to current and future excess utility surcharges, late charges, and other valid non-rent charges.

- b. For each former tenant, RRHA will credit back to the tenant's account:
- i. A portion of excess utilities surcharges for usage between November 1, 2012, and October 31, 2016, with surcharge due dates from February 1, 2013, to January 1, 2017;
 - ii. A portion of late fees charged from February 1, 2013 to November 1, 2016 that were triggered by unpaid excess utility charges; and
 - iii. All excess utility surcharges overbilled due to billing errors from October 1, 2014, through November 2016.

For utility surcharges and late fees, RRHA will distribute a credit to each tenant on a pro rata basis and based on a percentage of the aggregate utility surcharge assessed to all tenants from February 1, 2013 to November 1, 2016. For overbilled amounts, RRHA will distribute the credit based on the amount the tenant was overbilled. After determining and applying the above credits, any positive amount after subtracting unpaid rent and other valid non-rent charges will be distributed in the form of a check and mailed directly to the former tenant at their best available address.

31. RRHA will not bill tenants for any excess utility surcharges that resulted in a net underbilling due to billing errors from October 1, 2014, through November 2016, but will factor in any underbillings owed by the tenant to RRHA in the calculation to

determine any net overbillings. The amount of underbillings factored in to tenants with a net credit is \$35,834.68.

32. Within 45 days after final court approval of this settlement agreement, RRHA will allocate the following sums to be distributed to tenants as retroactive relief (“retroactive relief”):

- a. \$600,000.00 in retroactive relief to the accounts of the current and former tenants who were charged excess utility surcharges for usage between November 1, 2012, and October 31, 2016, with surcharge due dates from February 1, 2013, to January 1, 2017;
- b. \$110,000.00 in retroactive relief to the accounts of current and former tenants who were charged late fees that were triggered by unpaid excess utility charges from February 1, 2013 to November 1, 2016; and
- c. \$241,835.45 in retroactive relief to the accounts of current and former tenants who were overbilled due to billing errors for their electricity consumption from October 1, 2014 through November 2016.

33. Within 60 days after final approval of this settlement agreement, RRHA will disburse \$100,000.00 for attorneys’ fees and costs in a check made payable to the Legal Aid Justice Center.

A. Reimbursements for Excess Utility Payments.

34. The \$600,000.00 and the interest that accrues on it is to be distributed as follows:

- a. Current and former RRHA tenants eligible for excess utility reimbursement payments along with their expected reimbursement amount are identified in Attachment F to this Agreement;

- b. \$5,000.00 for incentive awards of \$1,000.00 to each of the class representative households for pursuing the claims, for the expenses incurred attending meetings, mediations and hearings as well as personal time spent advancing the litigation, and the personal risk taken while speaking up for their rights;
- c. The amount remaining, \$595,000.00, on a pro rata basis to class members based on the amount of excess utility charges assessed to the tenant's account for usage between November 1, 2012, and October 31, 2016, with surcharge due dates from February 1, 2013, to January 1, 2017;
- d. For current tenants, the amount of their credit will be applied as a specific credit to his/her account for any past due amount; to the extent the credit exceeds any past due amount it will be carried forward as a credit to be used for future non-rent charges;
- e. If a current tenant moves out before the credit on their account has been used, that tenant shall be entitled to a refund check in the amount of any unused portion of the credit, minus any outstanding balance at the time of move-out;
- f. For former tenants, the amount of this credit will be applied against any debits (or money owed) by that tenant as reflected in RRHA's local accounting system;
- g. For those former tenants where after applying this credit to any debits (or money owed), there exists a credit on that tenant's account, a refund will be sent to that tenant's best available address;
- h. RRHA will use a third-party service to determine the best available address for those former tenants who are entitled to receive a refund; and

- i. For checks to former tenants, if the refund check sent has not been cashed within 90 days of the check issue date, RRHA will keep that credit in their accounting system as a positive balance for seven (7) years to be available to be claimed by the former tenant if the tenant contacts RRHA; after seven (7) years, any unclaimed funds are to be placed into a separate energy efficiency fund administered by RRHA for the benefit of existing RRHA public housing residents who need assistance maintaining energy efficient homes.

B. Reimbursements for Late Fees.

35. The \$110,000.00 in retroactive relief to the accounts of the current and former tenants who were charged late fees from February 1, 2013 to November 1, 2016 that were triggered by unpaid excess utility charges will be distributed on a pro rata basis to class members based on the population of tenants who were assessed a late fee during that time.

- a. Current and former RRHA tenants eligible for late fee reimbursement payments along with their expected reimbursement amount are identified in Attachment F to this Agreement;
- b. For current tenants, the amount of their credit will be applied as a specific credit to his/her account for any past due amount; to the extent the credit exceeds any past due amount it will be carried forward as a credit to be used for future non-rent charges;
- c. For former tenants, the amount of this credit will be applied against any debits (or money owed) by that tenant;

- d. For those former tenants where after applying this credit to any debits (or money owed), there exists a credit on that tenant's account, a refund will be sent to that tenant's best available address;
- e. RRHA will use a third-party service to determine the best available address for those former tenants who are entitled to receive a refund; and
- f. For checks to former tenants, if the refund check sent has not been cashed within 90 days of the check issue date, RRHA will keep that credit on their accounting system as a positive balance for seven (7) years to be available to be claimed by the former tenant if the tenant contacts RRHA to apply for public housing at a future date; after seven (7) years, any unclaimed funds are to be placed into a separate energy efficiency fund administered by RRHA for the benefit of existing RRHA public housing residents who need assistance maintaining energy efficient homes.

C. Reimbursements for Overbilled Utility Surcharges.

36. The \$241,835.45 will be distributed on a pro rata basis to class members based on the amount of net excess utility overbilling due to billing errors assessed to the tenant's account from October 1, 2014 through November 1, 2016.
- a. Current and former RRHA tenants eligible for excess utility overbilling due to billing errors reimbursement payments along with their expected reimbursement amount are identified in Attachment F to this Agreement;
 - b. For current tenants, the amount of their credit will be applied as a specific credit to his/her account for any past due amount; to the extent the credit

exceeds any past due amount it will be carried forward as a credit to be used for future non-rent charges;

- c. For former tenants, the amount of this credit will be applied against any debits (or money owed) by that tenant;
- d. For those former tenants where after applying this credit to any debits (or money owed), there exists a credit on that tenant's account, a refund will be sent to that tenant's best available address;
- e. RRHA will use a third-party service to determine the best available address for those former tenants who are entitled to receive a refund; and
- f. For checks to former tenants, if the refund check sent has not been cashed within 90 days of the check issue date, then RRHA will keep that credit on their accounting systems as a positive balance for seven years to be available to be claimed by the former tenant if the tenant contacts RRHA to apply for public housing at a future date; after seven years, any unclaimed funds are to be placed into a separate energy efficiency fund administered by RRHA for the benefit of existing RRHA public housing residents who need assistance maintaining energy efficient homes.

Additional Settlement Terms:

37. RRHA is responsible for costs associated with the distribution of funds and credits. Distribution of funds may be conducted so that only one check containing all three payment types, where applicable, is issued.

38. For current tenants, if after applying all available credits to that tenant's account, there remains a debit (amount owed) for excess utilities on their account, the tenant will be offered a payment arrangement based upon the following requirements:
- a. The tenant will be required to make down payment of 5% of their remaining excess utility balance;
 - b. If the remaining excess utility balance is equal or less than \$1,200.00 (before applying the down payment), the tenant will be permitted to pay the balance over a 12-month period, in equal installments;
 - c. If the remaining excess utility balance is greater than \$1,200.00 (before applying the down payment), the tenant will be permitted to pay the balance over a 24-month period, in equal installments.
 - d. All other terms of the payment arrangement will be consistent with the relevant provisions contained in Chapter 19 of RRHA's ACOP.
39. RRHA is responsible for all costs associated with providing notice to all class members. Plaintiffs' counsel will work with RRHA on a cost-efficient way to comply with the due process requirements for getting class notice to former tenants by using the best available address that can be efficiently obtained for them. Defendant is the final arbiter on the amount to expend on notice, subject to ultimate Court approval of adequate notice to the class.
40. Defendant will make a good faith effort to identify a class mailing vendor by no later than August 4, 2017, subject to HUD procurement requirements, if applicable.
41. Defendant will identify the class and send a class list (including name, address, and amounts for notice) to Plaintiffs' counsel for approval.

42. Defendant may use an attachment to the Class Notice to list amount to be distributed to Class Members upon Final Approval of the Settlement.
43. When mailing notices and refund checks (if applicable):
- a. For current tenants, Defendant will send any notices to that tenant's address;
 - b. For former tenants, Defendant will send notices and refund checks (if applicable) to the best available address for that tenant; and
 - c. For former tenants, RRHA will use a third-party service to determine the best available address for those former tenants who are entitled to receive a refund. If the former tenant left within one year of the mailing, RRHA shall try to identify a forwarding address by contacting the United States Postal Service.
 - d. Defendant, or the selected class mailing vendor, shall scrub the addresses used for the initial mailing from any mailings returned as undeliverable and attempt to find a second address to resend the mailing.
44. Defendant shall supply Plaintiff's counsel with the results of the initial mailing, specifically identifying which mailings were returned as undelivered and what addresses were used to attempt the initial mailing.
45. Plaintiffs' counsel will be responsible for establishing procedures for providing further information and responding to class members' questions, including providing a website with details about the case.
46. Within twenty (20) days of the Court's preliminary approval of the Settlement and class notice, RRHA will provide notice to each of the class members at their best available address explaining the terms of the Settlement Agreement. RRHA shall post a prescribed Notice of detailed information about the Settlement in a prominent

location at the management office for each of the public housing communities which are subjects of this lawsuit.

47. Plaintiff's counsel will prominently display the Notice and other information, including the Complaint and this Settlement Agreement, on a dedicated page on its website.

48. The parties will jointly draft the Notice, which will include an option for class members to opt out of this Settlement.

Final Approval:

49. This settlement is subject to approval by HUD. If HUD does not approve, it must file an objection to the settlement within 90 days of the Class Action Fairness Act notices to the state and federal attorney generals or its objection is waived.

50. Plaintiffs' counsel will prepare a draft motion for class certification and for final settlement which will include all mechanics for certification of the class and the distribution of settlement proceeds. Plaintiffs' counsel will send the draft motion to RRHA for concurrence.

51. Plaintiff's counsel will prepare a Proposed Order for Preliminary Settlement Approval which includes a waiver of any federal or state claims former resident class members may have regarding the disclosure of personal identifying information and social security numbers to the selected mailing service/vendor and/or Plaintiff's counsel.

52. After the parties have agreed on that motion, Plaintiffs' counsel will file it in the court, and RRHA will file a statement concurring in the motion.

53. The motion shall provide that the Plaintiffs' counsel and Defendant shall have a reasonable time in which to provide notice of this proposed settlement to all class members and then to seek final approval of the motion by the Court.

If the Court Does Not Approve Class Certification or the Settlement Agreement:

54. If the Court certifies any classes or enters any orders relating to class representatives and Plaintiffs' counsel, such actions shall not be an adjudication of any fact or issue for any purpose other than for this Agreement.

55. If the Court does not grant final approval of the Settlement, certification of the settlement class will be vacated, and the Parties will be returned to their positions *quo ante* with respect to the Action as if the Settlement had not been reached. If final judgment is not achieved, any Court orders approving the certification of any class shall be void and vacated, and no person or entity shall use such orders. In addition, no person or entity shall use or cite the facts of this Settlement, the seeking of the certification of any class under the Settlement, or that the Court preliminarily approved the certification of a settlement class, in any contested proceeding relating to the certification of any class.

56. If the Court approves the settlement in part but requires changes to its language, the parties will determine whether these changes materially affect the terms of the settlement agreement. If the parties agree that the changes are not material, then this Settlement Agreement will remain in full force and effect.

Release of Claims:

57. **Class Claims.** Upon Final Approval, Class Representatives, each Class Member who has not opted out of the Settlement under the terms of this Agreement, and

any of their respective executors, representatives, heirs, successors, bankruptcy trustees, guardians, and all those who claim through them or who assert claims on their behalf, will be deemed to have completely released and forever discharged RRHA and its directors, officers, employees, and agents (“the Released Parties”), and each of them, from any claim, cause of action, or liability of every kind, based on the alleged violations of the Brooke Amendment to the U.S. Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*) and all other claims raised in the Class Action. The claims include overcharging for excess electric consumption, and lease violations regarding such charges, any other comparable federal, state, or local law, statute, regulation, or common law, and all claims for monetary, equitable, declaratory, injunctive, or any other form of relief arising from those claims, whether known or unknown, under the law of this jurisdiction. The claims also include those resulting from or arising out of the claims raised in this Class Action, or claims which could have been raised in this Class Action based on the electricity allowances, rates, and incentives established in 2012 and 2014. Specifically, except for claims regarding late fees incurred as a result of excess utility charges, claims about improper late fees are not released. Furthermore, claims that tenants may have against Yardi, the third-party billing service, are not released.

Upon Final Approval, Class Representatives, each Class Member who has not opted out of the Settlement under the terms of this Agreement, and any of their respective executors, representatives, heirs, successors, bankruptcy trustees, guardians, and all those who claim through them or who assert claims on their behalf, will be deemed to have completely released and forever discharged RRHA,

its directors, officers, employees, and agents (“the Released Parties”), and each of them, from any claim, cause of action, or liability of every kind, based on the alleged violations of federal or state claims related to the necessary disclosure of personal identifying information and social security numbers to the selected class mailing service/vendor or Plaintiffs’ counsel for the purpose of administration of this Settlement.





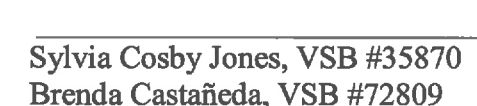
58. Bar to Future Suits. Class Representatives and Class Members who do not opt out of the Settlement may not prosecute any legal proceeding against any Released Party with respect to the claims released. This Settlement does not release any claims Plaintiffs may have against Yardi, Yes, or any third party involved in billing surcharges or late fees. Further, this Settlement does not release any claims Plaintiffs may have against RRHA on the issue of whether late fees can legally be assessed to public housing residents for late payment of non-rent charges.

59. Settlement Effective. This Settlement Agreement between Plaintiffs and Defendant shall be effective upon approval by the Court.

60. Dismissal of Litigation. The Class Representatives, on behalf of themselves and the Class Members, consent to the dismissal of the Action with prejudice in accordance with the terms of the Agreement, following the approval of this agreement by the court and entry of the Final Judgment Order.

61. Enforcement. The Court shall retain jurisdiction to enforce the judgment, releases, and bar to suits contained in this Settlement. The Settlement may be pleaded as a complete defense to any proceeding subject to this section.

WE AGREE TO THIS:

 _____, Plaintiff
 _____, Plaintiff
 _____, Plaintiff
 _____, Plaintiff
 _____, Plaintiff

By: _____
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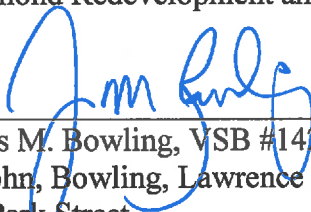
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Counsel for Defendant

Approved and entered this _____ day of _____, 20____.

United States District Judge

Attachments

- A. Nelrod study
- B. Individual relief policies and procedures
- C. Utility billing statements
- D. Staff training plan
- E. Lease
- F. Excess utility reimbursement payments list (to be provided upon final approval per paragraph 42 of this agreement)