

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**MARY HAYWOOD, MARTHA  
LEWIS, ANNIE STUBENFIELD,  
A.D. LINDSEY, ESSIE MCALLISTER,  
and SANDRA WALTON, on behalf of  
themselves and all others similarly  
situated,**

**Plaintiffs,**

**v.**

**CHICAGO HOUSING AUTHORITY,  
an Illinois municipal corporation,**

**Defendant.**

**Case No. 1:15-CV-8317**

**Judge Gary Feinerman**

**Magistrate Judge Jeffrey T. Gilbert**

**ORDER FINALLY APPROVING CLASS ACTION SETTLEMENT**

Plaintiffs Mary Haywood, Martha Lewis, Annie Stubenfield, A.D. Lindsey, Essie McAllister, and Sandra Walton and Defendant Chicago Housing Authority have reached a proposed Settlement Agreement resolving all claims in this lawsuit. Plaintiffs have filed a motion for final approval of the proposed Settlement Agreement, pursuant to Civil Rule 23(e). Having reviewed the Plaintiffs’ motion and having held a public hearing on the fairness of the Settlement Agreement, with counsel for all parties present, the Court orders as follows:

1. Pursuant to the September 6, 2018 Order, the Settlement Class is defined as follows:

All current and former adult-residents of CHA-owned public housing units who were entitled to or for whom the CHA established utility allowances at any time between August 7, 2005 and September 1, 2017.

2. The Court finds that the Settlement Administrator, Heffler Claims Group, LLC (“Heffler”), has met all requirements that the Court set forth in its Order Granting Preliminary Approval of the Settlement, including dissemination of the Class Notice and verifying addresses of Class Members whose notices were returned as undeliverable. The Court finds that the direct-

mail notice program used in this case satisfies Civil Rule 23(e) and the Due Process Clause of the United States Constitution.

3. The Court has determined the terms of the settlement to be a fair, reasonable, and adequate resolution of this matter.

4. The written objection of Class Member Giukemia Walton is overruled, as is the objection that Class Member Ward presented at the fairness hearing.

5. The Court directs CHA to pay Class Counsel a total sum of \$1,335,000 for their attorney fees and costs. The Court finds that this award of attorney fees, costs, and expenses is less than or equal to the market rate of Plaintiffs' attorneys' services had their fee been negotiated with the purported class at the outset of the litigation. This payment shall occur no later than fourteen days after the Settlement's Effective Date.

6. The Court directs CHA to pay Heffler for the reasonable cost of the work that it has performed and will perform as Settlement Administrator in this case. Heffler shall reimburse CHA for these settlement administration costs out of any uncashed settlement checks.

7. The Court directs CHA to deposit a total of \$5,310,000 in the Qualified Settlement Fund created by Heffler no later than fourteen days after the Settlement's Effective Date.

8. The Court directs Heffler to issue settlement checks to all Class Members who did not timely opt out of the Settlement. Heffler shall mail these settlement checks to Class Members no later than seven days after CHA deposits the settlement money in the QSF, as per the terms of the Settlement.

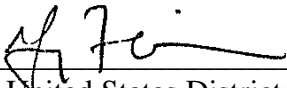
9. The Court directs Heffler to distribute any uncashed settlement checks as follows, 90 days after the checks are initially distributed: first to CHA in an amount equal to Heffler's cost

of settlement administration, and, second, to Springboard To Success, Inc., 60 E. Van Buren St., Chicago, IL 60605.

10. The Court hereby dismisses this case with prejudice against Defendant. All Class Members – other than those nine (9) persons who submitted timely requests to be excluded from the settlement – herein release and forever discharge Defendant and the other Released Parties from claims outlined and described in Section IV.4. of the Settlement Agreement.

ENTERED:

December 17, 2018

  
\_\_\_\_\_  
United States District Judge