

KIMBERLY WATTS, et al.,	)
on behalf of herself and all others	)
similarly situated,	)
	)
Plaintiffs,	)
	)
v.	)
	)
COLUMBUS METROPOLITAN HOUSING AUTHORITY	)
	)
Defendants	)

CASE NO. C2-00-145  
  
JUDGE GRAHAM  
  
MAGISTRATE JUDGE ABEL  
  
SETTLEMENT AGREEMENT

WHEREAS, the Defendant denies all liability whatsoever, and maintains that it would ultimately prevail on all issues in this action, but deems the following settlement set forth below to be in its best interests; and,

WHEREAS, the Court has not ruled on any of the substantive contentions of the parties regarding the propriety of the Plaintiff's claims or the liability of the Defendant, nor has the Court expressed any opinion with respect thereto; nor do the parties to this settlement agreement make any admission or concession on these substantive issues,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff and the Defendant in this action that the class-based claims for damages, declaratory and injunctive relief against the Defendants shall be settled and compromised, pursuant to an order entered by the Court under Civil Rule 58 which incorporates the terms of this settlement agreement, subject to the approval of the Court upon the conditions hereinafter set forth.

1. The Parties agree that jurisdiction in this Court is proper under 28 U.S.C. §§1331 and 1343 and 42 U.S.C. Section 3613(a)(1), and that venue in this court is proper under 28 U.S.C. Section 1391(b).

2. Class action claims. The parties agree that this settlement will be for the benefit of three classes of Plaintiffs, pursuant to Rules 23(b) and (c) of the Federal Rules of Civil Procedure. The Defendant agrees and asks the Court to find that the Plaintiff fairly and adequately represents the interests of the Classes and is a proper party to assert these claims. The Defendant withdraws its Memoranda opposing certification and the parties consent to the Court's certification of the three classes of Plaintiffs defined as follows:

**Class A** - shall consist of all current and former tenants of the Defendant who, on or after April 1, 1994, had a family member residing in their household who completed an employment training program during or within six (6) months prior to their tenancy, and who, on or after October 1, 1994, had an increase in family

income as a result of that family member's employment.

**Class B** - shall consist of all current and former tenants of the Defendant who, on or after April 1, 1999, had a family member residing in their unit who received benefits from Ohio Works First (OWF), Temporary Assistance to Needy Families (TANF), Aid to Families with Dependent Children (AFDC), or Prevention, Retention and Contingency (PRC) in an amount greater than \$500, and on or after October 1, 1999, had an increase in family income as a result of the family member's employment.

**Class C** - shall consist of all current and former tenants of the Defendant who, on or after October 1, 1999, had an increase in family income as a result of employment of a member of the tenant's family who had been unemployed for one or more years, or who earned in the previous twelve (12) months no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.

3. Settlement. The parties agree to resolve the claims of class members as follows:

**I. For CLASS A**

(A) Not later than September 15, 2001, the Defendant will produce a list of all persons who have been tenants at any time since January 1, 1998, and who have had a rent increase since then and who have "employment" as an income source.

(B) For tenants in this Class who are still in Columbus Metropolitan Housing Authority housing, a letter in the form of attached Exhibit AA will be sent to each of the tenants on this list. The letter will advise the tenant of the availability of the Earned Income Disregard and inform the tenant that in order to qualify for relief, he

or she must submit proof of completion of a qualifying job training program.

(C) For tenants in this group who are no longer in Columbus Metropolitan Housing Authority housing, the following steps will be taken to locate the tenants:

(i) A letter will be sent to the tenant's last known or forwarding address, in the form of attached Exhibit AB.

(ii) A list of these former tenants will be posted in the Defendant's project offices.

(iii) If the tenant's "hard file" contained an "emergency contact" person's telephone number, the Defendant will call that person. A "script" protocol attached Exhibit AC, will be used by the callers. If the "emergency contact" information is an address but no phone number, a copy of the letter referred to in (i), above, will be sent to that address.

(iv) Notices will in the form of attached Exhibit AD, be posted at the offices of the Defendant, and will be submitted to the offices of FCDJFS, the Social Security Administration, the Veterans' Administration offices, the offices of the Legal Aid Society of Columbus, and other sites, with requests that they be posted in public areas of those offices.

(v) Notices in the form of attached Exhibit AE, will be published in the Dispatch, Call & Post and Black Communicator.

(D) The notices mentioned in (C)(iv) and (v), above, will state that this Earned Income Disregard relief is available to all current and former tenants of the Defendant who meet the criteria for the sub-class, not just those who are identified through the procedures in (A) through (C)(iii), and that they may submit a claim on

the form that is page 2 of attached Exhibit AB, which (form) may be obtained from the office of the Defendant or the Equal Justice Foundation.

(E) When a claim is submitted, the Defendant will review the tenant's "hard" files to determine whether the increase was due to employment income and if so, what Earned Income Disregard is due. In the course of this review, the Defendant will prepare a form on attached Exhibit AF. Copies of all of the completed forms will be submitted to the office of Plaintiff's Counsel and a copy of the form will be sent to the individual tenant with a letter in the form of attached Exhibit AG. In the case of a tenant who entered CMHA housing during the 18-month disregard period, the EID is computed based on income from the two one-year periods immediately before and after the tenant moved into CMHA housing.

(F) Tenants who are identified through the procedures in the preceding paragraphs (A) through (E), above, as having had a rent increase due to employment income, who are still in housing owned by the Defendant, and who, within one (1) year of the date of mailing of the letter described in paragraph (E), above (Exhibit AA or AB), submit proof of completion of the training program, will be offered a credit against future rent in the amount determined on the form marked Exhibit AF. Tenants who receive a credit will be able to "cash out" if they wish to move out of Columbus Metropolitan Housing Authority housing.

(G) Former tenants who are located through the procedures in (A)-(D), above, may submit a claim for refund and incidental damages to the Defendant. Tenants who are not sent a letter as described in paragraph (C) above (Exhibit AB), must submit claims within one (1) year of the first date on which the notices described in

paragraph (C)(v), (Exhibit AE) above are published in the Columbus Dispatch.

(H) All current or former tenants of the Defendant who submit claims will be asked to submit proof of completion of the training program. Although tenants will be asked to submit any documentation within their possession or control, proof of completion may be by statement/affidavit under oath and subject to penalty of perjury, subject to the limitations in paragraph (I), below. If the training program to which the tenant was assigned advises counsel that records of attendance and completion are kept, the tenants may be asked to obtain proof of completion from the program, if possible.

(I) In the event that the Defendant disagrees with the former tenant's claim, or in the event that there is a dispute as to the amount of a refund offered to a current tenant, the dispute will be submitted to a Special Master who will have authority to make a final decision binding the Defendant and the tenant. The Defendant's claim to an offset based on damages to the tenant's apartment is not subject to review in this proceeding if the tenant has been provided with "due process" (notice of the charges after the move out and notice of how to contest those charges). Tenant claims for "incidental damages" (other than the difference between actual rent and rent computed by application of the Earned Income Disregard provisions of 24 U.S.C. § 1437(a)(1)(a), 42 U.S.C. § 1437(g), and the regulations promulgated under those laws) will be limited to tenants who left after receiving (i) a notice from the Defendant that the rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent. If the tenant claims only a refund of a rent overcharge, the tenant's affidavit of completion of the training program will

be sufficient to establish completion of the program. If there is documented evidence that the tenant did not attend the program at all, the tenant will have the burden of proving by a preponderance of the evidence that he or she both attended and completed the program. Affidavits of program completion submitted by tenants when there is documented evidence that the tenant did not attend the program at all will be considered some evidence of attendance and completion, but may or may not, in the discretion of the Special Master, suffice to carry the tenant's burden of proving program completion by a preponderance of the evidence. If the tenant claims incidental damages in addition to a rent refund, the tenant will have the burden of proving by a preponderance of the evidence that (1) the tenant completed the training program and (2) the tenant suffered incidental damages as a direct and proximate result of the Defendant's failure to provide the Earned Income Disregard, and (3) the nature and amount of those damages. Affidavits of program completion submitted by tenants who claim incidental damages will be considered some evidence of completion, but may or may not, in the discretion of the Special Master, suffice to carry the tenant's burden of proving program completion by a preponderance of the evidence.

## **II. For CLASS B:**

(A) The defendant has taken a list of all tenants since April 1, 1999 to Franklin County Department of Jobs and Family Services (FCDJFS). FCDJFS has identified 1035 heads of household who have received any welfare benefits (OWF/TANF/AFDC or PRC greater than \$500) since April 1, 1999. From that list, the Defendant has identified 444 tenants on FCDJFS's list which have had a rent

change. Beginning on October 1, 2001, the Defendant will review these tenants' "hard" files to determine whether the increase was due to employment income and if so, what Earned Income Disregard is due. In the course of this review, the Defendant will prepare a form on attached Exhibit BA. Copies of all of the completed forms will be submitted to the office of Plaintiff's Counsel not later than April 1, 2001, and a copy of the form will be sent to the individual tenant with a letter in the form of attached Exhibit BB.

(B) Any tenant who is still in Columbus Metropolitan Housing Authority housing in this Class who is entitled to an Earned Income Disregard will be given a credit against future rents. Tenants who receive a credit will be able to "cash out" if they wish to move out of Columbus Metropolitan Housing Authority housing.

(C) For tenants in this group who are no longer in Columbus Metropolitan Housing Authority housing, the following steps will be taken to locate the tenants:

(i) A letter in the form of attached Exhibit BC will be sent to the tenant's last known or forwarding address.

(ii) A list of these former tenants will be posted in the Defendants's project offices.

(iii) If the tenant's "hard file" contained an "emergency contact" person's telephone number, the Defendant will call that person. A "script" protocol attached Exhibit BD will be used by the callers. If the "emergency contact" information is an address but no phone number, a copy of the letter referred to in (i), above, will be sent to that address.

(iv) Notices will in the form of attached Exhibit BE, be posted at the offices

of the Defendant, and will be submitted to the offices of FCDJFS, the Social Security Administration, the Veterans' Administration offices, the offices of the Legal Aid Society of Columbus, and other sites, with requests that they be posted in public areas of those offices.

(v) Notices in the form of attached Exhibit BF will be published in the Dispatch, Call & Post and Black Communicator.

(D) The notices mentioned in (C)(iv) and (v), above, will state that this Earned Income Disregard relief is available to all current and former tenants of the Defendant who meet the criteria for the sub-class, not just those who are identified through the procedures in (A) through (C)(iii), and that they may submit a claim on attached Exhibit BG, which (form) may be obtained from the office of the Defendant or the Equal Justice Foundation.

(D) Former tenants who are located through the procedures in (C), above, may submit a claim for refund and incidental damages to the Defendant. Tenants must submit claims within one (1) year of the date on which the letter described in paragraph (C)(i) above (Exhibit BB) is mailed or the first date on which the notices described in paragraph (C)(v), (Exhibit BE) above are published in the Columbus Dispatch, whichever is later.

(E) The Defendant will notify the tenant of its action concerning the tenant's claim by mailing the tenant a Notice in the form of attached Exhibit BH. In the event that the Defendant disagrees with the amount of the former tenant's claim, or if a current tenant does not agree with the amount of credit offered under section (B) above, the dispute will be submitted to a Special Master who will have authority to make a final

decision binding the Defendant and the tenant. The Defendant's claim to an offset based on damages to the tenant's apartment is not subject to review in this proceeding if the tenant has been provided with "due process" (notice of the charges after the move out and notice of how to contest those charges). Tenant claims for "incidental damages" (other than the difference between actual rent and rent computed by application of the Earned Income Disregard provisions of 24 U.S.C. § 1437(a)(1)(a), 42 U.S.C. § 1437(g), and the regulations promulgated under those laws) will be limited to tenants who left after receiving (i) a notice from the Defendant that the rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent.

### **III. For CLASS C**

(A) The Notices circulated and published pursuant to sections I(C)(iv) and (v) (Exhibits AD and AE, respectively) and II(C)(iv) and (v) (Exhibits BE and BF, respectively), will include a description of the criteria for membership in Class C and will state that members of Class C who are current tenants in Columbus Metropolitan Housing Authority housing may submit claims for credit against future rent, and that members of Class C who are former tenants of Columbus Metropolitan Housing Authority housing may submit claims for refunds of rent overcharges and incidental damages. The notices will state that tenants may submit a claim on attached Exhibit CA, which (form) may be obtained from the office of the Defendant or the Equal Justice Foundation.

(B) Upon receipt of a claim from a member of Class C, the Defendant will review these tenants' "hard" files to determine whether the increase was due to

employment income for a member of the tenant's family who had been unemployed for more than a year or who earned in the previous twelve (12) months no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage, and if so, what Earned Income Disregard is due. In the course of this review, the Defendant will prepare a form on attached Exhibit CB. Copies of all of the completed forms will be submitted to the office of Plaintiff's Counsel, and a copy of the form will be sent to the individual tenant with a letter in the form of attached Exhibit CC.

(C) Any tenant who is still in Columbus Metropolitan Housing Authority housing in this Class who is entitled to an Earned Income Disregard will be given a credit against future rents. Tenants who receive a credit will be able to "cash out" if they wish to move out of Columbus Metropolitan Housing Authority housing. Current tenants in either of these Classes must submit any dispute concerning the amount of their credit within one (1) year of the date on which the Defendant advises them of the amount of the credit offered as computed on the form of Exhibit CB.

(D) Former tenants in this Class may submit a claim for refund and incidental damages to the Defendant. Tenants must submit claims within one (1) year of the date on which the first date on which the notices described in paragraph (C)(v), (Exhibit BF) above are published in the Columbus Dispatch.

(E) The Defendant will notify the tenant of its action concerning the tenant's claim by mailing the tenant a Notice in the form of attached Exhibit CC. In the event that the Defendant disagrees with the amount of the former tenant's claim, or if a current

tenant does not agree with the amount of credit offered under section (B) above, the dispute will be submitted to a Special Master who will have authority to make a final decision binding the Defendant and the tenant. The Defendant's claim to an offset based on damages to the tenant's apartment is not subject to review in this proceeding if the tenant has been provided with a letter from the Defendant in the form of attached Exhibit 1 within thirty (30) days of the date on which the tenant vacated the premises, which detailed the alleged damages to the property and advised the tenant that if the tenant failed to contest the claimed damages within thirty (30) days, the claim would be presumed to be correct. Tenant claims for "incidental damages" (other than the difference between actual rent and rent computed by application of the Earned Income Disregard provisions of 24 U.S.C. § 1437(a)(1)(a), 42 U.S.C. § 1437(g), and the regulations promulgated under those laws) will be limited to tenants who left after receiving (i) a notice from the Defendant that the rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent.

**IV. THE SPECIAL MASTER.** The Special Master will be selected by agreement of the parties. The Special Master will convene to resolve disputes quarterly and notices to tenants and claimants will inform them that disputes will not be resolved until the next convening of the Special Master. The Special Master will have Columbus Metropolitan Housing Authority's "hard file" and the computation form referenced in parts I(E) (Exhibit AF), II(B) (Exhibit BA) and III(B) (Exhibit CB) available. Claimants who submit disputes will be asked to give a written statement of the reason(s) for the dispute, which will also be provided to the Special Master.

Incidental damages that may be awarded by the Special Master are limited to Three Thousand Dollars (\$3000). Tenants will be advised that if they wish to claim an amount greater than Three Thousand Dollars (\$3000), they may opt out of the class and pursue an independent lawsuit against the Defendant, and they will not be able to submit any claim nor obtain any compensation under this Settlement. There is no limit on the amount of rent refunds or credits available under this Settlement. Proceedings before the Special Master will be informal, along the lines of a small claims court procedure. There will be no formal discovery except upon application to the Special Master. The tenant will be permitted to review the Columbus Metropolitan Housing Authority "hard file" once that file is transmitted to the Special Master's office, and may be asked to provide the Defendant with copies of any documents to be offered as evidence in advance of the Special Master hearing. Information in the Columbus Metropolitan Housing Authority "hard file" concerning tenant income and effective dates and amounts of rent is presumed to be correct except in extraordinary circumstances. The Special Master will issue a written report of her/his findings on the attached form Exhibit D, with copies provided to the tenant, the defendant and counsel for the Plaintiff.

#### **V. RECERTIFICATION AND EVICTION**

(A) The Defendant will utilize its computerized RTS system beginning immediately during recertification. The Defendant will implement the RTS system for intake at the earliest possible time. A printout of the data collected during the interview from the RTS system, signed by the tenant, will be kept in the tenant's "hard" file. Any time "yes" is answered for OWF, TANF, AFDC or PRC, and gainful employment

income, the RTS form will be forwarded to a supervisor or manager for review to determine whether the Earned Income Disregard applies. A log will be kept of the cases reviewed in the form of attached Exhibit E. The log will contain the name and address for the tenant, identify the reviewer, and include a brief (one or two sentence) description of the action taken and the reason for the action. The Defendant will notify Plaintiff's counsel when it is prepared to begin keeping the log, and the log will be available to Plaintiff's counsel for review for six months after that notification is made.

(B) Before any tenant on the lists generated under paragraphs I(A) or II(A) is given a notice of lease termination or notice of eviction due in any part to non-payment of rent, the Defendant will review that tenant's file and the Defendant will prepare a form on attached Exhibit F. Copies of all of the completed forms will be submitted to the office of Plaintiff's Counsel not later than thirty days following the date that the form is completed and in any event prior to the filing of any legal action in Forcible Entry and Detainer against the tenant.

**VI. TIMETABLE.** The time limits for the Defendant to review and respond to tenant claims and for the tenants to dispute the Defendant's decision regarding claims are as provided in Exhibit G.

4. The Defendant will bear the cost of the mailings described in paragraphs I (B), (C)(i) and (C)(iii), II(B), (C)(i) and (C)(iii), III(B) and (C) and IV(B), and the notices described in paragraphs I(C)(iv) and (C)(v) and II(C)(iv) and (C)(v) and the fees of the Special Master.

5. The Memorandum of Understanding executed by counsel and filed with the Court

will remain in effect until both of the lists described in paragraphs I(B) and II(A) are obtained by the Defendant and the Defendant is fully implementing all of the provisions of section V, above.

6. The Parties agree that there is a fourth group of current and former tenants who would be entitled to Earned Income Disregard under law, to wit: those current and former tenants of the Defendant who, on or after October 1, 1999, had an increase in family income as a result of increased income of a family member which increase occurs during participation in any economic self-sufficiency or job training program. The Defendant represents to the Court that it believes that it has identified and given appropriate relief to this group independently of this litigation, through its existing review and recertification procedures. Counsel for the Plaintiffs represent to the Court that in the process of class discovery, which involved review of dozens of tenant "hard files," they found no evidence that the Defendant has not, in fact, identified and given appropriate relief to this group. The Defendant understands that a member of this group who believes that he or she has not been given appropriate Earned Income Disregard relief may bring an independent action against the defendant for any relief allowed by law.

7. The Defendant will pay the attorney fees and litigation expenses incurred by the Equal Justice Foundation as provided in the attached Exhibit H. The Defendant will pay the attorney fees and litigation expenses incurred by the law firm of Heberle and Finnegan as provided in the attached Exhibit I.

8. The Parties will jointly take all actions necessary to effectuate this settlement, including but not limited to:

(A) Presenting this settlement to the Court with a Joint Motion for preliminary

determination as to fairness.

(B) Preparing, publishing and circulating all required notices as soon as practicable.

(C) Presenting a Final Consent Decree to the Court which shall incorporate this Settlement Agreement by reference and a Joint Motion for Approval of the Final Consent Decree.

(D) Following the final approval by the Court of the Final Consent Decree and three months after the expiration of the one (1) year period for filing claims, filing a joint motion for final judgment dismissing all claims in this action with prejudice as to the Defendant, pursuant to Rule 23 of the Federal Rules of Civil Procedure and submitting a proposed final judgment entry.

9. The parties agree that all exhibits and forms attached to this Settlement Agreement are integral parts of the Agreement, and they are incorporated fully by reference in this Settlement and Consent Decree.


10. The parties agree that since the Court's supervision and guidance may be necessary to insure that this settlement is carried into effect without delay and in accord with the intention of the parties, the Court will retain continuing jurisdiction over this matter until, upon Motion by either party or upon the Court's own Motion, the Court determines that this settlement has been fully carried out and all actions required by this settlement agreement have been completed.


11. The parties agree that neither party may take any appeal from the entry of the Final Consent Decree entered pursuant to and incorporating this Settlement Agreement and that this Settlement Agreement and any Final Consent Decree incorporating it shall

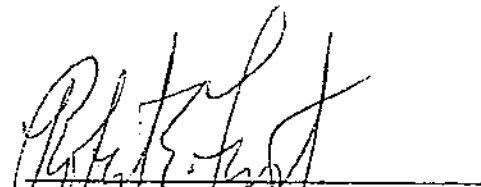
be considered binding on all parties.


12. The Defendant will pay the Court Costs of this proceeding.

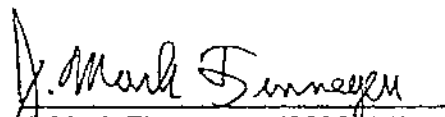
Respectfully submitted,

  
Dennis S. Guest, Executive Director  
Columbus Metropolitan Housing  
Authority

  
Kimberly Watts, Plaintiff

  
Robert E. Frost  
FROST & MADDIX  
400 South Fifth Street - Suite 301  
Columbus, Ohio 43215  
Telephone: (614)-224-0933  
Facsimile: (614)-224-0959  
Trial Counsel for the Defendant

  
John A. Bell (0025853)  
EQUAL JUSTICE FOUNDATION  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215  
Telephone 614-221-9800  
Facsimile: 614-221-9810  
Trial Counsel for the Plaintiffs

  
J. Mark Finnegan (0032491)  
HEBERLE & FINNEGAN  
2580 Craig Road  
Ann Arbor, Michigan 48103  
Telephone: (734)-302-3233  
Co-Counsel for the Plaintiffs

Tenant name: \_\_\_\_\_  
Tenant ID #: \_\_\_\_\_  
Unit # (if known): \_\_\_\_\_

<DATE>

Dear CMHA Tenant:

Under a Federal Law, called the "Earned Income Disregard" or "EID," a public housing authority is not permitted to raise tenant rent based on employment income for certain tenants who completed employment training programs on or after October 1, 1994. The rent for those tenants should stay the same for eighteen (18) months from the time the tenants started their first jobs after completing the employment training program.

The records of the Columbus Metropolitan Housing Authority show that you had a rent increase after January 1, 1998 and that one source of your income was employment. It is possible that you may be entitled to the benefit of the "EID" law if you completed an employment training program during your tenancy with CMHA or within six (6) months before you moved into CMHA housing.

To qualify for the "EID," you must submit proof that you completed an employment training program. If you completed such an employment training program, please fill out the attached claim form. If you have any documents to prove that you completed the employment training program, you should enclose copies of those documents with your completed claim form. Please send one copy of the completed form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**You must submit the completed form within one (1) year of the date of this letter.**  
If you do not submit your claim within that time, you will not be entitled to any benefits under the "EID" law.

You will be contacted within 90 days after your completed claim form is received by CMHA and the Equal Justice Foundation.

### IMPORTANT NOTICE

This letter is being mailed to you as a part of a settlement in a class action lawsuit, known as *Kimberly Watts, et al, on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority*, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, at Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes.

You are receiving this letter because you may be a member of one of the three classes of current and former tenants who are affected by the lawsuit. Please read this letter and the enclosed documents very carefully. If you do not follow the instructions in this letter and the enclosed documents carefully and act within the time limits stated, you may lose valuable legal rights.

The complete settlement agreement is a public document which may be reviewed at the office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Room 260, Columbus, Ohio, 43215. You may also obtain copies of the settlement agreement for \$.10 per page (17 pages, not including exhibits), plus postage, from the office of the Plaintiffs' attorneys: Equal Justice Foundation, 36 West Gay Street, Suite 300, Columbus, Ohio, 43215.

If you have questions about your legal rights, you should contact a licensed attorney.

CMHA "EID" Claim Form

This information is being submitted under penalty of perjury

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

Date(s) you moved into housing: \_\_\_\_\_

What employment training program did you complete? \_\_\_\_\_  
(Name of program)

When did you complete the program? \_\_\_\_\_

Enclose copies of any documents you have which show that you have completed the training program.

Documents enclosed? Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that the above information is true and complete under penalty of perjury.

Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail one copy of this form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

Tenant name: \_\_\_\_\_  
Tenant ID #: \_\_\_\_\_  
Unit # (if known): \_\_\_\_\_

<DATE>

Dear Former CMHA Tenant:

Under a Federal Law, called the "Earned Income Disregard" or "EID," a public housing authority is not permitted to raise tenant rent based on employment income for certain tenants who completed employment training programs on or after October 1, 1994. The rent for those tenants should stay the same for eighteen (18) months from the time the tenants started their first jobs after completing the employment training program.

The records of the Columbus Metropolitan Housing Authority show that you had a rent increase after January 1, 1998 and that one source of your income was employment. It is possible that you may be entitled to the benefit of the "EID" law if you completed an employment training program during your tenancy with CMHA or within six (6) months before you moved into CMHA housing.

To qualify for the "EID," you must submit proof that you completed an employment training program. If you completed such an employment training program, please fill out the attached claim form. If you have any documents to prove that you completed the employment training program, you should enclose copies of those documents with your completed claim form. Please send one copy of the completed form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**You must submit the completed form within one (1) year of the date of this letter.**  
If you do not submit your claim within that time, you will not be entitled to any benefits under the "EID" law.

You will be contacted within 90 days after your completed claim form is received by CMHA and the Equal Justice Foundation.

### IMPORTANT NOTICE

This letter is being mailed to you as a part of a settlement in a class action lawsuit, known as Kimberly Watts, et al, on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, at Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes.

You are receiving this letter because you may be a member of one of the three classes of current and former tenants who are affected by the lawsuit. Please read this letter and the enclosed documents very carefully. If you do not follow the instructions in this letter and the enclosed documents carefully and act within the time limits stated, you may lose valuable legal rights.

The complete settlement agreement is a public document which may be reviewed at the office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Room 260, Columbus, Ohio, 43215. You may also obtain copies of the settlement agreement for \$.10 per page (17 pages, not including exhibits), plus postage, from the office of the Plaintiffs' attorneys: Equal Justice Foundation, 36 West Gay Street, Suite 300, Columbus, Ohio, 43215.

If you have questions about your legal rights, you should contact a licensed attorney.

CMHA "EID" Claim Form

This information is being submitted under penalty of perjury

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_)\_\_\_\_-\_\_\_\_-\_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

Date(s) you lived in CMHA housing: From \_\_\_\_\_ To \_\_\_\_\_

Address where you lived in CMHA housing \_\_\_\_\_

What employment training program did you complete? \_\_\_\_\_  
(Name of program)

When did you complete the program? \_\_\_\_\_

Enclose copies of any documents you have which show that you have completed the training program.

Documents enclosed? Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that the above information is true and complete under penalty of perjury.

Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail one copy of this form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

If a child answers the phone ask to speak to an adult.

Hi, I'm calling on behalf of the Columbus Metropolitan Housing Authority because [NAME] gave this phone number as an Emergency Contact. [NAME] may be entitled to a credit from CMHA. Is [NAME] there?

**If the answer is NO...**

1. First ask: Is there a phone number where I can reach [NAME]?" If they give you a phone number write it down and call it. Repeat this script on that call.

2. If there is no phone number where the former tenant can be reached, ask: Will you give [NAME] a message? Will you ask her/him to call either CMHA at ### - #### or the Equal Justice Foundation at 221-9800 for details. (S)he should say that (s)he is calling regarding the EID claims. (Offer to repeat the instructions.) Thank you for your time.

**If the answer is YES...**

Hi [NAME], I'm calling on behalf of the Columbus Metropolitan Housing Authority. CMHA may have made an error when calculating rents during the time that you lived in a CMHA building and you may be entitled to a credit from CMHA. To receive a claim form, please call CMHA at ### - #### to leave your name and address, or the Equal Justice Foundation at 221-9800. You should say that you are calling regarding the EID claims.

-END OF SCRIPT-

Generally if you are asked questions you should not answer them. Refer them to CMHA or the EJF for answers.

If you are asked if there is any charge or if the former tenant must pay anything to obtain a claim form or submit a claim, the answer is NO. If they were undercharged for rent they will NOT be required to pay for the undercharge.

The ONLY refunds or credits being issued are for Earned Income Disregard (EID). No other refunds or credits are being issued.

FOR ALL OTHER QUESTIONS, TELL THEM THAT THEY WILL NEED TO TALK TO CMHA OR EJF AT THE PHONE NUMBERS THAT YOU GAVE TO THEM.

## YOU MAY BE ENTITLED TO A CREDIT FROM COLUMBUS METROPOLITAN HOUSING AUTHORITY

If you answer yes to all of the questions within any one of the following classes, please contact CMHA or the Equal Justice Foundation.

### Class A

- Were you a tenant of CMHA at any time after April 1, 1994?
- Did you or a family member who lived with you complete an employment training program during your tenancy with CMHA or within six (6) months before you moved into CMHA housing?
- Did the person (either you or the family member) that completed the employment training program have an increase in income after October 1, 1994?

### Class B

- Were you a tenant of CMHA at any time after April 1, 1999?
- Did you or a family member who lived with you receive benefits of more than \$500 from Ohio Works First (OWF), Temporary Assistance to Needy Families (TANF), Aid to Families with Dependent Children (AFDC) or Prevention, Retention and Contingency (PRC)?
- Did the family member who received OWF, TANF, AFDC, or PRC have an increase in family income as a result of employment after October 1, 1999?

### Class C

- Were you a tenant of CMHA at any time after October 1, 1999?
- Did you have an increase in family income due to the employment of a family member who had been unemployed for at least one year or earned less than \$2,575 during the 12 months prior to the family member's employment?

**YOU MUST ACT BEFORE [MONTH DAY, 2002] OR YOU WILL NOT BE ABLE TO SUBMIT A CLAIM.**

Contact EJF to receive a claim form at:

Equal Justice Foundation  
Attn. John Bell, Senior Attorney  
36 West Gay St. Suite 300  
Columbus, Ohio 43215

### IMPORTANT NOTICE

This poster is a part of a settlement in a class action lawsuit, known as *Kimberly Watts, et al. on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority*, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, in Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes.

The settlement affects the three classes of current and former tenants who are described above. If you do not act within the time limits stated, you may lose valuable legal rights.

The complete settlement agreement is a public document which may be reviewed at the office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Room 260, Columbus, Ohio, 43215. You may also obtain copies of the settlement agreement for \$.10 per page (17 pages, not including exhibits), plus postage, from the office of the Plaintiffs' attorneys: Equal Justice Foundation, 36 West Gay Street, Suite 300, Columbus, Ohio, 43215.

If you have questions about your legal rights, you should contact a licensed attorney.

**IMPORTANT NOTICE TO CURRENT AND FORMER TENANTS OF THE COLUMBUS METROPOLITAN HOUSING AUTHORITY** Exhibit AE-BF

This Notice is being published as a part of a settlement in a class action lawsuit, known as Kimberly Watts, et al. on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, at Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes. The settlement affects the three classes of current and former tenants who are described above. If you do not act within the time limits stated, you may lose valuable legal rights.

**YOU MAY BE ENTITLED TO A CREDIT FROM COLUMBUS METROPOLITAN HOUSING AUTHORITY**

If you answer yes to all of the questions within any of the following classes, please contact CMHA or the Equal Justice Foundation.

**Class A**

- Were you a tenant of CMHA at any time after April 1, 1994?
- Did you or a family member who lived with you complete an employment training program during your tenancy with CMHA or within six (6) months before you moved into CMHA housing?
- Did the person (either you or the family member) that completed the employment training program have an increase in income after October 1, 1994?

**Class B**

- Were you a tenant of CMHA at any time after April 1, 1999?
- Did you or a family member who lived with you receive benefits of more than \$500 from Ohio Works First (OWF), Temporary Assistance to Needy Families (TANF), Aid to Families with Dependent Children (AFDC) or Prevention, Retention and Contingency (PRC)?
- Did the family member who received OWF, TANF, AFDC, or PRC have an increase in family income as a result of employment after October 1, 1999?

**Class C**

- Were you a tenant of CMHA at any time after October 1, 1999?
- Did you have an increase in family income due to the employment of a family member who had been unemployed for at least one year or earned less than \$2,575 during the 12 months prior to the family member's employment?

**YOU MUST ACT BEFORE [DATE, 2002] OR YOU WILL NOT BE ABLE TO SUBMIT A CLAIM.**

Contact EJF to receive a claim form at:  
Equal Justice Foundation  
Attn: John Bell, Senior Attorney  
36 West Gay St. Suite 300  
Columbus, Ohio, 43215

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## Worksheet for Sub-class A

TENANT NAME: \_\_\_\_\_ TENANT FILE # \_\_\_\_\_

## 1. Training Program information

Date Training Program Finished: \_\_\_\_\_

Person Who Finished Program: \_\_\_\_\_

Name of Program: \_\_\_\_\_

2. List the first date of employment after the above listed person finished the training program. Beginning Date: \_\_\_\_\_

\*\*\*\*\*

3. List the date that is 18 months after the "Beginning Date" listed in Question 1 above. Ending Date: \_\_\_\_\_

\*\*\*\*\*

4. At any time during the 18-month period set out above in Questions 1 and 2, did the household's rent increase based in any part upon the employment income of the household member identified above?

YES

NO

If "YES," describe rent increases:

Date of increase	(A) From previous rent:	(B) To new rent:	(C) Difference between previous rent and new rents [B minus A]:	(D) Number of months at new rent:	(E) Multiply C times D
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____

ADD TOTAL OF COLUMN (E): \$ \_\_\_\_\_

This amount is to be credited to the tenant. If the amount is \$0 or if the answer to question 4 is "no," then no credit is due to the tenant.

Rent Credit Total Due to Tenant: \$ \_\_\_\_\_

Tenant name: \_\_\_\_\_  
Tenant ID #: \_\_\_\_\_  
Unit # (if known): \_\_\_\_\_

&lt;DATE&gt;

Dear CMHA Tenant:

Under a Federal Law, called the "Earned Income Disregard" or "EID," a public housing authority is not permitted to raise tenant rent based on employment income for certain tenants who completed a job training program on or after April 1, 1994. The rent for those tenants should stay the same for eighteen (18) months from the time the tenants started their first jobs after completing the employment training program.

You submitted a claim to the Columbus Metropolitan Housing Authority showing that you completed a job training program on or after April 1, 1999, that you had a rent increase after that, and that one source of your income was employment.

The Columbus Metropolitan Housing Authority has made a determination regarding your claim for the "EID." This determination is based on the information on the attached form. Based on this determination, your rent account has been credited in the amount of \$\_\_\_\_\_.

If you disagree with the amount of the proposed credit, you may request that the determination be reviewed by a Special Master. If you want to submit a disagreement about the amount of your credit to the Special Master, you must fill out the attached form and send one copy to the following address within fifteen (15) days of the postmark date of this letter. You must give a written explanation of the reason for your dispute.

Send one copy of the dispute form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

You will be notified of a hearing date with the Special Master after your completed dispute form is received by CMHA and the Equal Justice Foundation.

IMPORTANT NOTICE

This letter is being mailed to you as a part of a settlement in a class action lawsuit, known as Kimberly Watts, et al, on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, at Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes.

You are receiving this letter because you may be a member of one of the three classes of current and former tenants who are affected by the lawsuit. Please read this letter and the enclosed documents very carefully. If you do not follow the instructions in this letter and the enclosed documents carefully and act within the time limits stated, you may lose valuable legal rights.

The complete settlement agreement is a public document which may be reviewed at the office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Room 260, Columbus, Ohio, 43215. You may also obtain copies of the settlement agreement for \$.10 per page (17 pages, not including exhibits), plus postage, from the office of the Plaintiffs' attorneys: Equal Justice Foundation, 36 West Gay Street, Suite 300, Columbus, Ohio, 43215.

If you have questions about your legal rights, you should contact a licensed attorney.

CMHA "EID" Dispute Form

This information is being submitted under penalty of perjury

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

1. I want to dispute the amount of my proposed rent credit from the Columbus Metropolitan Housing Authority.

Reason for dispute (required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I certify that I left CMHA housing after receiving (i) a notice from CMHA that my rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, and I want to submit a claim for Incidental Damages. I believe that CMHA should pay me \$\_\_\_\_\_ in addition to my rent refund because \_\_\_\_\_

\_\_\_\_\_

Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail one copy of this form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**IMPORTANT INFORMATION ON THE REVERSE SIDE OF THIS FORM - PLEASE READ!**

### INFORMATION ON DISPUTES SUBMITTED TO THE SPECIAL MASTER

1. The Special Master will convene to resolve disputes quarterly. The Special Master can ONLY decide disputes related to the Earned Income Disregard (EID).
2. Disputes will not be resolved until the next convening of the Special Master.
3. The Special Master will have Columbus Metropolitan Housing Authority's "hard file" and the computation form which was used to figure your proposed credit available.
4. Your written statement of the reason(s) for the dispute will be provided to the Special Master.
5. If you left CMHA housing after receiving (i) a notice from CMHA that your rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, you may claim Incidental Damages in addition to a rent refund. Incidental damages that may be awarded by the Special Master are limited to Three Thousand Dollars (\$3000). If you wish to claim an amount greater than Three Thousand Dollars (\$3000), you may opt out of the class and pursue an independent lawsuit against CMHA, and you will not be able to submit any claim nor obtain any compensation under this Settlement.
6. There is no limit on the amount of rent refunds or credits available under this Settlement.
7. Proceedings before the Special Master will be informal, along the lines of a small claims court procedure.
8. There will be no formal discovery except upon application to the Special Master.
9. You will be permitted to review the Columbus Metropolitan Housing Authority "hard file" once that file is transmitted to the Special Master's office.
10. You will be asked to provide CMHA with copies of any documents to be offered as evidence in advance of the Special Master hearing.
11. Information in the Columbus Metropolitan Housing Authority "hard file" concerning your income and effective dates and amounts of rent is presumed to be correct.
12. The Special Master will issue a written report of her/his findings.

Tenant name: \_\_\_\_\_  
Tenant ID #: \_\_\_\_\_  
Unit # (if known): \_\_\_\_\_

<Date>

Dear Tenant:

You submitted a claim to the Columbus Metropolitan Housing Authority (CMHA) under the Earned Income Disregard (EID) class action lawsuit settlement. This letter is to advise you of the decision by CMHA concerning your claim.

#### DECISION

\_\_\_\_\_ Claim Allowed - Your claim has been accepted and you are granted a credit in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_ Claim NOT Allowed - Your claim has been denied because \_\_\_\_\_  
\_\_\_\_\_

If you disagree with this decision, you may request that the determination be reviewed by a Special Master. If you want to submit a disagreement about the amount of your credit to the Special Master, you must fill out the attached form and send one copy to the following address within fifteen (15) days of the postmark date of this letter. You must give a written explanation of the reason for your dispute.

Send one copy of the dispute to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

You will be notified of a hearing date with the Special Master after your completed dispute form is received by CMHA and the Equal Justice Foundation.

### IMPORTANT NOTICE

This letter is being mailed to you as a part of a settlement in a class action lawsuit, known as Kimberly Watts, et al, on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, at Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes.

You are receiving this letter because you may be a member of one of the three classes of current and former tenants who are affected by the lawsuit. Please read this letter and the enclosed documents very carefully. If you do not follow the instructions in this letter and the enclosed documents carefully and act within the time limits stated, you may lose valuable legal rights.

The complete settlement agreement is a public document which may be reviewed at the office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Room 260, Columbus, Ohio, 43215. You may also obtain copies of the settlement agreement for \$.10 per page (17 pages, not including exhibits), plus postage, from the office of the Plaintiffs' attorneys: Equal Justice Foundation, 36 West Gay Street, Suite 300, Columbus, Ohio, 43215.

If you have questions about your legal rights, you should contact a licensed attorney.

CMHA "EID" Dispute Form

This information is being submitted under penalty of perjury

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

1. I want to dispute

\_\_\_\_\_ the amount of my proposed rent credit from the Columbus Metropolitan Housing Authority.

\_\_\_\_\_ the refusal to give me Earned Income Disregard relief

Reason for dispute (required):

\_\_\_\_\_  
\_\_\_\_\_

2. I certify that I left CMHA housing after receiving (i) a notice from CMHA that my rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, and I want to submit a claim for Incidental Damages. I believe that CMHA should pay me \$\_\_\_\_\_ in addition to my rent refund because \_\_\_\_\_  
\_\_\_\_\_

Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail one copy of this form to each of these addresses:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**IMPORTANT INFORMATION ON THE REVERSE SIDE OF THIS FORM - PLEASE READ!**

### INFORMATION ON DISPUTES SUBMITTED TO THE SPECIAL MASTER

1. The Special Master will convene to resolve disputes quarterly. The Special Master can ONLY decide disputes related to the Earned Income Disregard (EID)
2. Disputes will not be resolved until the next convening of the Special Master.
3. The Special Master will have Columbus Metropolitan Housing Authority's "hard file" and the computation form which was used to figure your proposed credit available.
4. Your written statement of the reason(s) for the dispute will be provided to the Special Master.
5. If you left CMHA housing after receiving (i) a notice from CMHA that your rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, you may claim Incidental Damages in addition to a rent refund. Incidental damages that may be awarded by the Special Master are limited to Three Thousand Dollars (\$3000). If you wish to claim an amount greater than Three Thousand Dollars (\$3000), you may opt out of the class and pursue an independent lawsuit against CMHA, and you will not be able to submit any claim nor obtain any compensation under this Settlement.
6. There is no limit on the amount of rent refunds or credits available under this Settlement.
7. Proceedings before the Special Master will be informal, along the lines of a small claims court procedure.
8. There will be no formal discovery except upon application to the Special Master.
9. You will be permitted to review the Columbus Metropolitan Housing Authority "hard file" once that file is transmitted to the Special Master's office.
10. You will be asked to provide CMHA with copies of any documents to be offered as evidence in advance of the Special Master hearing.
11. Information in the Columbus Metropolitan Housing Authority "hard file" concerning your income and effective dates and amounts of rent is presumed to be correct.
12. The Special Master will issue a written report of her/his findings.

## Worksheet for Sub-class B

TENANT NAME: \_\_\_\_\_ TENANT FILE # \_\_\_\_\_

1. At any time after April 1, 1999, did any member of this household receive any OWF, TANF, or AFDC or PRC in an amount greater than \$500? YES NO

If YES, identify who received the benefits? \_\_\_\_\_

If YES, on what dates? From: \_\_\_\_\_ To: \_\_\_\_\_

\*\*\*\*\*

2. At any time after October 1, 1999, did the member(s) of the household who received any OWF, TANF, or AFDC or PRC in an amount greater than \$500 identified in Question 1 above receive income from employment? YES NO

If YES, on what dates? From: \_\_\_\_\_ To: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

\*\*\*\*\*

3. At any time after October 1, 1999, did the household's rent increase based in any part upon the employment income of any household member(s) identified in Question 2 above?

YES NO

Date of increase	(A) From previous rent:	(B) To new rent:	(C) Difference between previous rent and new rents [B minus A]:	(D) Number of months at new rent:	(E) Multiply C times D
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____

4. AMOUNT IN COLUMN (E) FOR FIRST TWELVE (12) MONTHS AFTER THE FIRST DATE IN ANSWER TO QUESTION 2, ABOVE, IS: (F) \$ \_\_\_\_\_

AMOUNT IN COLUMN (E) FOR SECOND TWELVE (12) MONTHS AFTER THE FIRST DATE IN ANSWER TO QUESTION 2, ABOVE, IS: \$ \_\_\_\_\_ HALF OF THIS AMOUNT IS: (G) \$ \_\_\_\_\_

This is the total amount of rent credit due to the tenant: TOTAL (F) + (G): \$ \_\_\_\_\_

If the total of (F) + (G) is \$0 or if the answer to question 3 is "no," no credit is due to the tenant.

Rent Credit Total Due to Tenant: \$ \_\_\_\_\_

Tenant name: \_\_\_\_\_  
Tenant ID #: \_\_\_\_\_  
Unit # (if known): \_\_\_\_\_

<DATE>

Dear CMHA Tenant:

Under a Federal Law, called the "Earned Income Disregard" or "EID," a public housing authority is not permitted to raise tenant rent based on employment income for certain tenants who received OWF, TANF, AFDC or PRC benefits on or after April 1, 1999. The rent for those tenants should stay the same for twelve (12) months from the time the tenants started their first jobs after receiving the benefits, and then should have an increase based on 50% of the tenant's employment income for the next twelve (12) months.

The records of the Columbus Metropolitan Housing Authority and the Franklin County Department of Job and Family Services show that you received OWF, TANF, AFDC or PRC benefits on or after April 1, 1999, that you had a rent increase after that, and that one source of your income was employment. It is possible that you may be entitled to the benefit of the "EID" law.

The Columbus Metropolitan Housing Authority has made a determination that you qualify for the "EID." This determination is based on the information on the attached form. Based on this determination, your rent account has been credited in the amount of \$\_\_\_\_\_.

If you disagree with the amount of the proposed credit, you may request that the determination be reviewed by a Special Master. If you want to submit a disagreement about the amount of your credit to the Special Master, you must fill out the attached form and send one copy to the following address within fifteen (15) days of the postmark date of this letter. You must give a written explanation of the reason for your dispute.

Send one copy of the dispute form to:

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If you have questions about your legal rights, you should contact a licensed attorney.

CMHA "EID" Dispute Form

This information is being submitted under penalty of perjury

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

1. I want to dispute the amount of my proposed rent credit from the Columbus Metropolitan Housing Authority.

Reason for dispute (required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail one copy of this form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**IMPORTANT INFORMATION ON THE REVERSE SIDE OF THIS FORM - PLEASE READ!**

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4. Your written statement of the reason(s) for the dispute will be provided to the Special Master.
5. There is no limit on the amount of rent refunds or credits available under this Settlement.
6. Proceedings before the Special Master will be informal, along the lines of a small claims court procedure.
7. There will be no formal discovery except upon application to the Special Master.
8. You will be permitted to review the Columbus Metropolitan Housing Authority "hard file" once that file is transmitted to the Special Master's office.
9. You will be asked to provide CMHA with copies of any documents to be offered as evidence in advance of the Special Master hearing.
10. Information in the Columbus Metropolitan Housing Authority "hard file" concerning your income and effective dates and amounts of rent is presumed to be correct.
11. The Special Master will issue a written report of her/his findings.

Tenant name: \_\_\_\_\_

Tenant ID #: \_\_\_\_\_

Unit # (if known): \_\_\_\_\_

&lt;DATE&gt;

Dear Former CMHA Tenant:

Under a Federal Law, called the "Earned Income Disregard" or "EID," a public housing authority is not permitted to raise tenant rent based on employment income for certain tenants who received OWF, TANF, AFDC or PRC benefits on or after April 1, 1999. The rent for those tenants should stay the same for twelve (12) months from the time the tenants started their first jobs after completing the employment training program, and then should have an increase based on 50% of the tenant's employment income for the next twelve (12) months.

The records of the Columbus Metropolitan Housing Authority and the Franklin County Department of Job and Family Services show that you received OWF, TANF, AFDC or PRC benefits on or after April 1, 1999, that you had a rent increase after that, and that one source of your income was employment. It is possible that you may be entitled to the benefit of the "EID" law if you completed an employment training program.

The Columbus Metropolitan Housing Authority has made a determination that you qualify for the "EID." This determination is based on the information on the attached form. Based on this determination, your rent account has been credited in the amount of \$\_\_\_\_\_.

If you disagree with the amount of the proposed credit, you may request that the determination be reviewed by a Special Master. If you want to submit a disagreement about the amount of your credit to the Special Master, you must fill out the attached form and send one copy to the following address within fifteen (15) days of the postmark date of this letter. You must give a written explanation of the reason for your dispute.

Send one copy of the dispute form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

You will be notified of a hearing date with the Special Master after your completed dispute form is received by CMHA and the Equal Justice Foundation.

### IMPORTANT NOTICE

This letter is being mailed to you as a part of a settlement in a class action lawsuit, known as *Kimberly Watts, et al, on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority*, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, at Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes.

You are receiving this letter because you may be a member of one of the three classes of current and former tenants who are affected by the lawsuit. Please read this letter and the enclosed documents very carefully. If you do not follow the instructions in this letter and the enclosed documents carefully and act within the time limits stated, you may lose valuable legal rights.

The complete settlement agreement is a public document which may be reviewed at the office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Room 260, Columbus, Ohio, 43215. You may also obtain copies of the settlement agreement for \$.10 per page (17 pages, not including exhibits), plus postage, from the office of the Plaintiffs' attorneys: Equal Justice Foundation, 36 West Gay Street, Suite 300, Columbus, Ohio, 43215.

If you have questions about your legal rights, you should contact a licensed attorney.

CMHA "EID" Dispute Form

**This information is being submitted under penalty of perjury**

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

1. I want to dispute the amount of my proposed rent credit from the Columbus Metropolitan Housing Authority.

Reason for dispute (required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I certify that I left CMHA housing after receiving (i) a notice from CMHA that my rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, and I want to submit a claim for Incidental Damages. I believe that CMHA should pay me \$ \_\_\_\_\_ in addition to my rent refund because \_\_\_\_\_

Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail one copy of this form to each of these addresses:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**IMPORTANT INFORMATION ON THE REVERSE SIDE OF THIS FORM - PLEASE READ!**

INFORMATION ON DISPUTES SUBMITTED TO THE SPECIAL MASTER

1. The Special Master will convene to resolve disputes quarterly. The Special Master can ONLY decide disputes related to the Earned Income Disregard (EID).
2. Disputes will not be resolved until the next convening of the Special Master.
3. The Special Master will have Columbus Metropolitan Housing Authority's "hard file" and the computation form which was used to figure your proposed credit available.
4. Your written statement of the reason(s) for the dispute will be provided to the Special Master.
5. If you left CMHA housing after receiving (i) a notice from CMHA that your rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, you may claim Incidental Damages in addition to a rent refund. Incidental damages that may be awarded by the Special Master are limited to Three Thousand Dollars (\$3000). If you wish to claim an amount greater than Three Thousand Dollars (\$3000), you may opt out of the class and pursue an independent lawsuit against CMHA, and you will not be able to submit any claim nor obtain any compensation under this Settlement.
6. There is no limit on the amount of rent refunds or credits available under this Settlement.
7. Proceedings before the Special Master will be informal, along the lines of a small claims court procedure.
8. There will be no formal discovery except upon application to the Special Master.
9. You will be permitted to review the Columbus Metropolitan Housing Authority "hard file" once that file is transmitted to the Special Master's office.
10. You will be asked to provide CMHA with copies of any documents to be offered as evidence in advance of the Special Master hearing.
11. Information in the Columbus Metropolitan Housing Authority "hard file" concerning your income and effective dates and amounts of rent is presumed to be correct.
12. The Special Master will issue a written report of her/his findings.

CMHA "EID" Claim Form

**This information is being submitted under penalty of perjury**

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

Date(s) you lived in CMHA housing: From \_\_\_\_\_ To \_\_\_\_\_

Address where you lived in CMHA housing \_\_\_\_\_

What benefits did you receive (OWF, TANF, AFDC or PRC)? \_\_\_\_\_  
(Name of program)

When did you receive these benefits? From: \_\_\_\_\_ To: \_\_\_\_\_  
(Must be on or after April 1, 1999)

When did you become employed? \_\_\_\_\_  
(Must be on or after October 1, 1999)

Name and address of employer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the above information is true and complete under penalty of perjury.

**Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Mail one copy of this form to each of these addresses:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

Tenant name: \_\_\_\_\_  
Tenant ID #: \_\_\_\_\_  
Unit # (if known): \_\_\_\_\_

<DATE>

Dear CMHA Tenant:

Under a Federal Law, called the "Earned Income Disregard" or "EID," a public housing authority is not permitted to raise tenant rent based on employment income for certain tenants who received OWF, TANF, AFDC or PRC benefits on or after April 1, 1999. The rent for those tenants should stay the same for twelve (12) months from the time the tenants started their first jobs after receiving the benefits, and then should have an increase based on 50% of the tenant's employment income for the next twelve (12) months.

You submitted a claim to the Columbus Metropolitan Housing Authority showing that you received OWF, TANF, AFDC or PRC benefits on or after April 1, 1999, that you had a rent increase after that, and that one source of your income was employment.

The Columbus Metropolitan Housing Authority has made a determination regarding your claim for the "EID." This determination is based on the information on the attached form. Based on this determination, your rent account has been credited in the amount of \$\_\_\_\_\_.

If you disagree with the amount of the proposed credit, you may request that the determination be reviewed by a Special Master. If you want to submit a disagreement about the amount of your credit to the Special Master, you must fill out the attached form and send one copy to the following address within fifteen (15) days of the postmark date of this letter. You must give a written explanation of the reason for your dispute.

Send one copy of the dispute form to each address:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

You will be notified of a hearing date with the Special Master after your completed dispute form is received by CMHA and the Equal Justice Foundation.

### IMPORTANT NOTICE

This letter is being mailed to you as a part of a settlement in a class action lawsuit, known as Kimberly Watts, et al, on behalf of herself and all others similarly situated v. Columbus Metropolitan Housing Authority, case number C2-00-145, in the United States District Court for the Southern District of Ohio, Eastern Division, at Columbus. The lawsuit was filed against the Columbus Metropolitan Housing Authority (CMHA) by a tenant who asserted claims on behalf of current and former tenants. The Court has determined that the settlement reached between the parties to that lawsuit is fair to the members of the affected classes.

You are receiving this letter because you may be a member of one of the three classes of current and former tenants who are affected by the lawsuit. Please read this letter and the enclosed documents very carefully. If you do not follow the instructions in this letter and the enclosed documents carefully and act within the time limits stated, you may lose valuable legal rights.

The complete settlement agreement is a public document which may be reviewed at the office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Room 260, Columbus, Ohio, 43215. You may also obtain copies of the settlement agreement for \$.10 per page (17 pages, not including exhibits), plus postage, from the office of the Plaintiffs' attorneys: Equal Justice Foundation, 36 West Gay Street, Suite 300, Columbus, Ohio, 43215.

If you have questions about your legal rights, you should contact a licensed attorney.

### INFORMATION ON DISPUTES SUBMITTED TO THE SPECIAL MASTER

1. The Special Master will convene to resolve disputes quarterly. The Special Master can ONLY decide disputes related to the Earned Income Disregard (EID).
2. Disputes will not be resolved until the next convening of the Special Master.
3. The Special Master will have Columbus Metropolitan Housing Authority's "hard file" and the computation form which was used to figure your proposed credit available.
4. Your written statement of the reason(s) for the dispute will be provided to the Special Master.
5. If you left CMHA housing after receiving (i) a notice from CMHA that your rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, you may claim Incidental Damages in addition to a rent refund. Incidental damages that may be awarded by the Special Master are limited to Three Thousand Dollars (\$3000). If you wish to claim an amount greater than Three Thousand Dollars (\$3000), you may opt out of the class and pursue an independent lawsuit against CMHA, and you will not be able to submit any claim nor obtain any compensation under this Settlement.
6. There is no limit on the amount of rent refunds or credits available under this Settlement.
7. Proceedings before the Special Master will be informal, along the lines of a small claims court procedure.
8. There will be no formal discovery except upon application to the Special Master.
9. You will be permitted to review the Columbus Metropolitan Housing Authority "hard file" once that file is transmitted to the Special Master's office.
10. You will be asked to provide CMHA with copies of any documents to be offered as evidence in advance of the Special Master hearing.
11. Information in the Columbus Metropolitan Housing Authority "hard file" concerning your income and effective dates and amounts of rent is presumed to be correct.
12. The Special Master will issue a written report of her/his findings.

CMHA "EID" Dispute Form

**This information is being submitted under penalty of perjury**

Name: \_\_\_\_\_  
Current Mailing Address: \_\_\_\_\_

Telephone: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_  
Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Last 4 digits of Social Security Number: \_\_\_\_\_

1. I want to dispute the amount of my proposed rent credit from the Columbus Metropolitan Housing Authority.

Reason for dispute (required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I certify that I left CMHA housing after receiving (i) a notice from CMHA that my rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, and I want to submit a claim for Incidental Damages. I believe that CMHA should pay me \$\_\_\_\_\_ in addition to my rent refund because \_\_\_\_\_

**Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Mail one copy of this form to each of these addresses:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**IMPORTANT INFORMATION ON THE REVERSE SIDE OF THIS FORM - PLEASE READ!**

CMHA "EID" Claim Form

This information is being submitted under penalty of perjury

Name: \_\_\_\_\_  
Current Mailing Address: \_\_\_\_\_

Telephone: (\_\_\_\_)\_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Last 4 digits of Social Security Number: \_\_\_\_\_

Date(s) you lived in CMHA housing: From \_\_\_\_\_ To \_\_\_\_\_

Address where you live(d) in CMHA housing \_\_\_\_\_

When did you become employed (first job after October 1, 1999)? \_\_\_\_\_

Name and address of employer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What was your last job before the above employment? From: \_\_\_\_\_ To: \_\_\_\_\_

Name and address of employer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the above information is true and complete under penalty of perjury.

Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Mail one copy of this form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

## Worksheet for Sub-class C

TENANT NAME: \_\_\_\_\_ TENANT FILE # \_\_\_\_\_

1. At any time after October 1, 1999, did any member of this household receive income from employment after being unemployed for more than one year or having received \$ 2,575 or less in the previous 12 months?

YES NO

If YES, identify each such person: \_\_\_\_\_

If YES, on what dates was the person unemployed?

From: \_\_\_\_\_ To: \_\_\_\_\_  
 From: \_\_\_\_\_ To: \_\_\_\_\_  
 From: \_\_\_\_\_ To: \_\_\_\_\_

\*\*\*\*\*

2. At any time after October 1, 1999, did the household's rent increase based in any part upon the employment income of any household member(s) identified in Question 1 above?

YES NO

Date of increase	(A) From previous rent:	(B) To new rent:	(C) Difference between previous rent and new rents [B minus A]:	(D) Number of months at new rent:	(E) Multiply C times D
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____

4. AMOUNT IN COLUMN (E) FOR FIRST TWELVE (12) MONTHS AFTER THE FIRST DATE IN ANSWER TO QUESTION 2, ABOVE, IS: (F) \$ \_\_\_\_\_

AMOUNT IN COLUMN (E) FOR SECOND TWELVE (12) MONTHS AFTER THE FIRST DATE IN ANSWER TO QUESTION 2, ABOVE, IS: \$ \_\_\_\_\_ HALF OF THIS AMOUNT IS: (G) \$ \_\_\_\_\_

This is the total amount of rent credit due to the tenant: TOTAL (F) + (G): \$ \_\_\_\_\_

If the total of (F) + (G) is \$0 or if the answer to question 3 is "no," no credit is due to the tenant.

Rent Credit Total Due to Tenant: \$ \_\_\_\_\_

Tenant name: \_\_\_\_\_  
Tenant ID #: \_\_\_\_\_  
Unit # (if known): \_\_\_\_\_

<DATE>

Dear CMHA Tenant:

Under a Federal Law, called the "Earned Income Disregard" or "EID," a public housing authority is not permitted to raise tenant rent based on employment income for certain tenants who had a family member return to work after being out of work for twelve (12) months or earning less than \$2575 in the preceding twelve (12) months. The rent for those tenants should stay the same for twelve (12) months from the time the family member started their first jobs, and then should have an increase based on 50% of the family member's employment income for the next twelve (12) months.

You submitted a claim to the Columbus Metropolitan Housing Authority showing that you had a family member return to work after being out of work for twelve (12) months or earning less than \$2575 in the preceding twelve (12) months on or after April 1, 1999, and that you had a rent increase after that.

The Columbus Metropolitan Housing Authority has made a determination regarding your claim for the "EID." This determination is based on the information on the attached form. Based on this determination, your rent account has been credited in the amount of \$\_\_\_\_\_.

If you disagree with the amount of the proposed credit, you may request that the determination be reviewed by a Special Master. If you want to submit a disagreement about the amount of your credit to the Special Master, you must fill out the attached form and send one copy to the following address within fifteen (15) days of the postmark date of this letter. You must give a written explanation of the reason for your dispute.

Send one copy of the dispute form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

You will be notified of a hearing date with the Special Master after your completed dispute form is received by CMHA and the Equal Justice Foundation.

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If you have questions about your legal rights, you should contact a licensed attorney.

CMHA "EID" Dispute Form

**This information is being submitted under penalty of perjury**

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

1. I want to dispute the amount of my proposed rent credit from the Columbus Metropolitan Housing Authority.

Reason for dispute (required):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. I certify that I left CMHA housing after receiving (i) a notice from CMHA that my rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, and I want to submit a claim for Incidental Damages. I believe that CMHA should pay me \$\_\_\_\_\_ in addition to my rent refund because \_\_\_\_\_

\_\_\_\_\_

**Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title. Title 18, United States Code, Section 287.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail one copy of this form to:

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

**IMPORTANT INFORMATION ON THE REVERSE SIDE OF THIS FORM - PLEASE READ!**

### INFORMATION ON DISPUTES SUBMITTED TO THE SPECIAL MASTER

1. The Special Master will convene to resolve disputes quarterly. The Special Master can ONLY decide disputes related to the Earned Income Disregard (EID).
2. Disputes will not be resolved until the next convening of the Special Master.
3. The Special Master will have Columbus Metropolitan Housing Authority's "hard file" and the computation form which was used to figure your proposed credit available.
4. Your written statement of the reason(s) for the dispute will be provided to the Special Master.
5. If you left CMHA housing after receiving (i) a notice from CMHA that your rent was to be increased, or (ii) a notice of lease termination or threatened eviction for nonpayment of rent, you may claim Incidental Damages in addition to a rent refund. Incidental damages that may be awarded by the Special Master are limited to Three Thousand Dollars (\$3000). If you wish to claim an amount greater than Three Thousand Dollars (\$3000), you may opt out of the class and pursue an independent lawsuit against CMHA, and you will not be able to submit any claim nor obtain any compensation under this Settlement.
6. There is no limit on the amount of rent refunds or credits available under this Settlement.
7. Proceedings before the Special Master will be informal, along the lines of a small claims court procedure.
8. There will be no formal discovery except upon application to the Special Master.
9. You will be permitted to review the Columbus Metropolitan Housing Authority "hard file" once that file is transmitted to the Special Master's office.
10. You will be asked to provide CMHA with copies of any documents to be offered as evidence in advance of the Special Master hearing.
11. Information in the Columbus Metropolitan Housing Authority "hard file" concerning your income and effective dates and amounts of rent is presumed to be correct.
12. The Special Master will issue a written report of her/his findings.

## DECISION OF SPECIAL MASTER

In re: Claim of Tenant \_\_\_\_\_

Tenant ID #: \_\_\_\_\_

Unit # (if known): \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_

The above tenant:

\_\_\_\_\_ was identified and notified of an EID credit by CMHA on \_\_\_\_\_  
in which CMHA allowed an EID credit to the tenant in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_ submitted a claim to the Columbus Metropolitan Housing Authority  
(CMHA) under the Earned Income Disregard (EID) class action lawsuit  
settlement, on \_\_\_\_\_.

On \_\_\_\_\_ CMHA took the following action on the tenant's claim:

\_\_\_\_\_ denied the claim

\_\_\_\_\_ allowed the claim in the amount of \$ \_\_\_\_\_

The tenant submitted a dispute form and the matter came on for consideration on  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_. The tenant's dispute is briefly  
summarized as: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECISION ON REVERSE

## DECISION

\_\_\_\_\_ The tenant's dispute is well-taken and the tenant is granted a total credit in the amount of \$ \_\_\_\_\_. This includes \$ \_\_\_\_\_ as incidental damages. The reason(s) for finding the tenant's dispute to be well taken is(are): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The tenant's dispute is not well-taken and the action by CMHA is now final because

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Signature of Special Master

Copies of this Decision shall be mailed to:

Tenant name: \_\_\_\_\_

Tenant mailing address: \_\_\_\_\_

\_\_\_\_\_

Columbus Metropolitan Housing Authority  
ATTENTION: EID Claims  
880 East Eleventh Avenue  
Columbus, Ohio 43211

Equal Justice Foundation  
ATTN: John A. Bell, Senior Attorney  
36 West Gay Street - Suite 300  
Columbus, Ohio 43215

## LOG OF CASES REVIEWED BY MANAGER

At the conclusion of a recertification interview, if "yes" is answered for OWF, TANF, AFDC or PRC, *and* gainful employment income, the RTS form will be forwarded to a supervisor or manager for review to determine whether the Earned Income Disregard applies. The manager who reviews these cases is to enter the information from his or her review in this log.

Date: _____	Name of Tenant: _____	Name of Reviewing Manager: _____
Action Taken: _____	adjustment for EID _____	No adjustment Reason(s) for Action Taken: _____
_____		
Date: _____	Name of Tenant: _____	Name of Reviewing Manager: _____
Action Taken: _____	adjustment for EID _____	No adjustment Reason(s) for Action Taken: _____
_____		
Date: _____	Name of Tenant: _____	Name of Reviewing Manager: _____
Action Taken: _____	adjustment for EID _____	No adjustment Reason(s) for Action Taken: _____
_____		
Date: _____	Name of Tenant: _____	Name of Reviewing Manager: _____
Action Taken: _____	adjustment for EID _____	No adjustment Reason(s) for Action Taken: _____
_____		

Date: \_\_\_\_\_ Name of Tenant: \_\_\_\_\_ Name of Reviewing Manager: \_\_\_\_\_  
Action Taken: \_\_\_\_\_ adjustment for EID \_\_\_\_\_ No adjustment Reason(s) for Action Taken: \_\_\_\_\_

Date: \_\_\_\_\_ Name of Tenant: \_\_\_\_\_ Name of Reviewing Manager: \_\_\_\_\_  
Action Taken: \_\_\_\_\_ adjustment for EID \_\_\_\_\_ No adjustment Reason(s) for Action Taken: \_\_\_\_\_

Date: \_\_\_\_\_ Name of Tenant: \_\_\_\_\_ Name of Reviewing Manager: \_\_\_\_\_  
Action Taken: \_\_\_\_\_ adjustment for EID \_\_\_\_\_ No adjustment Reason(s) for Action Taken: \_\_\_\_\_

Date: \_\_\_\_\_ Name of Tenant: \_\_\_\_\_ Name of Reviewing Manager: \_\_\_\_\_  
Action Taken: \_\_\_\_\_ adjustment for EID \_\_\_\_\_ No adjustment Reason(s) for Action Taken: \_\_\_\_\_

Date: \_\_\_\_\_ Name of Tenant: \_\_\_\_\_ Name of Reviewing Manager: \_\_\_\_\_  
Action Taken: \_\_\_\_\_ adjustment for EID \_\_\_\_\_ No adjustment Reason(s) for Action Taken: \_\_\_\_\_

## EXHIBIT G

### TIMETABLE FOR CLAIMS SUBMISSION, REVIEW AND DECISION

Tenants may submit claims within one year after the mailing of the letters described in paragraphs I (B), (C)(i) and (C)(iii), II(B), (C)(i) and (C)(iii), III(B) and (C) and IV(B), or one year after the first publication of the notices described in paragraphs I(C)(iv) and (C)(v) and II(C)(iv) and (C)(v) in the Columbus Dispatch, whichever is later. The following timetable anticipates that all mailings required under paragraphs I (B), (C)(i) and (C)(iii), II(A), (C)(i) and (C)(iii), and III(B) and (C) will be completed within 30 days after approval of the settlement.

For Claims Received:	CMHA Must complete review and submit form Exhibit AF, Exhibit BA or Exhibit CB to Tenant and EJF	Tenant must submit dispute to CMHA and EJF
Within 6 months after Approval of Settlement	within 90 days of receipt of tenant claim	within 45 days of receipt of Exhibit AF, BA or CB
In the 7 <sup>th</sup> through 9 <sup>th</sup> month after Approval of Settlement	within 60 days of receipt of tenant claim	within 30 days of receipt of Exhibit AF, BA or CB
In the 10 <sup>th</sup> month after Approval of Settlement	within 30 days of receipt of tenant claim	within 15 days of receipt of Exhibit AF, BA or CB
In the 11 <sup>th</sup> month after Approval of Settlement	within 15 days of receipt of tenant claim	within 7 days of receipt of Exhibit AF, BA or CB
After the 11 <sup>th</sup> month after Approval of Settlement	within 7 days of receipt of tenant claim	within 3 days of receipt of Exhibit AF, BA or CB

## EXHIBIT H

The Defendant agrees to pay the fees of the Equal Justice Foundation, as counsel for the Plaintiff class, for services rendered prior to September 1, 2001, by remitting a check, payable to the Equal Justice Foundation, in the amount of Forty-Eight-Thousand-Three-Hundred-Twenty-Six Dollars (\$48,326), within 30 days after the Court's preliminary determination of fairness of the Settlement Agreement as described in paragraph 8 (A) of the Settlement Agreement. This amount is based on the attached billing statement which the Equal Justice Foundation represents to Counsel and the Court is a true and accurate statement of the time actually involved in preparation and presentation of this case, and which is billed at the normal hourly rate for all services provided by the Equal Justice Foundation. In the interests of reaching an amicable settlement, the parties have agreed to reduce the billed amount of fees and costs on the attached statement (\$54,916.13), by twelve per-cent (12%). This one-time reduction does not affect the agreement of the Defendants to pay for the services of the Equal Justice Foundation rendered after September 1, 2001. The Equal Justice Foundation further represents to Counsel and the Court that the services on the attached detail are only the services of counsel and do not include services of support staff or office overhead. Both parties agree that this is one of the first cases in the United States dealing with the Earned Income Disregard and that as such, it presented novel claims and issues to counsel. The Equal Justice Foundation makes no other warranty nor representation as to the fees charged by any other attorney.

The Defendant agrees to pay the fees of the Equal Justice Foundation, as counsel for the Plaintiff class, for services rendered subsequent to September 1, 2001, by remitting a check, payable to the Equal Justice Foundation, in the amount of the fees charged in a billing statement which will be presented by the Equal Justice Foundation at the time the parties submit their joint motion for final judgment dismissing all claims against the Defendant with prejudice, as described in paragraph 8(D) of the Settlement Agreement, within thirty (30) days after the joint submission of that motion.