

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ELIZABETH AND FLOYD PITT, et al.

Plaintiffs,

v.

HARTFORD HOUSING AUTHORITY,

Defendant

CIVIL NO. 3:97CV02019 (JBA)

MARCH 6, 1998

PLAINTIFFS' MOTION FOR COURT APPROVAL OF
PROPOSED SETTLEMENT AGREEMENT

Pursuant to Federal Rules of Civil Procedure 23(e), plaintiffs move this court to approve the proposed settlement agreement which accompanies this motion as Exhibit A. In support of this motion plaintiffs have filed a memorandum and state as follows:

1. The proposed settlement agreement anticipates that upon court approval of the proposed settlement agreement, plaintiffs will move for leave to amend their complaint so as to delete any class allegations, withdraw their motion for class certification, and move for dismissal of the amended action pursuant to F.R.C.P. 41(a)(2). Accordingly, three such motions accompany this motion.

2. The proposed settlement is fair, reasonable and adequate in both its substantive terms and the negotiating process by which it was reached.

ORAL ARGUMENT IS REQUESTED

3. Members of the proposed class will not be prejudiced by court approval of the proposed settlement and subsequent dismissal of this action.

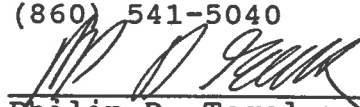
4. Defendant Hartford Housing Authority has no objection to the granting of this motion.

Based on the foregoing reasons and those more fully set forth in Plaintiffs' Memorandum in Support For Approval of Proposed Settlement Agreement, plaintiffs respectfully request that the proposed settlement be approved by this Court.

Respectfully Submitted,



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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing¹ has been mailed, postage prepaid to Rudolph P. Arnold, Arnold & Associates, 80 Cedar Street, Hartford, CT 06106, and hand-delivered to John C. King, Richard S. Order, and Robert R. Simpson, Updike, Kelly & Spellacy, One State Street, Suite 2400, Hartford, CT 06103, this 6th day of March, 1998.



Philip D. Tegeler

¹ The originals of Exhibit A and B were transmitted to defendants' counsel for defendant's signature.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between Elizabeth Pitt, Floyd Pitt, Rosa Gonzalez, Gloria Vergara, Francisca Massa, Charlene Grant, and Moises DeLeon (collectively, "plaintiffs") and the Housing Authority of the City of Hartford ("HHA"), this 6th day of March, 1998.

Whereas, plaintiffs filed an action entitled Elizabeth and Floyd Pitt, et al. v. Hartford Housing Authority, Civil Action No. 3:97CV02019 (JBA), in the United States District Court for the District of Connecticut ("Pitt v. Hartford Housing Authority") claiming denial of adequate housing choices to tenants relocated under Section 8 of the United States Housing Act ("Section 8") from the former Charter Oak Terrace (COT) public housing project; and

Whereas, defendant Hartford Housing Authority (HHA) has denied plaintiffs' claims; and

Whereas, this Agreement shall not be construed to be an admission by HHA of any wrongdoing; and

Whereas, both sides share the goal of providing quality housing in a variety of neighborhoods and communities to former COT Section 8 tenants currently living in Hartford, and both sides wish to avoid the expense of further litigation in order to focus resources on the housing needs of former COT Section 8 tenants currently living in Hartford;

Now, therefore, the parties agree to the following settlement of this action:

CHARTER OAK TERRACE MOBILITY PROGRAM

1. With the financial assistance of the United States Department of Housing and Urban Development ("HUD"), HHA will create a new "COT mobility program" for the primary benefit of former COT Section 8 tenants (tenants relocated from COT with Section 8 certificates) who are currently living in Hartford, to be administered by the Housing Education Resource Center (HERC), which is currently administering the HUD Regional Housing Opportunity Counselling Program (ROC). The new COT mobility program will assist former COT Section 8 tenants currently living in Hartford in obtaining new housing opportunities, and will provide appropriate followup services, as set out below. The new program may be administered by existing HERC staff, but shall be independently funded and shall not draw from or divert existing ROC funds. The primary purposes of the COT mobility program will be to provide for three years a range of housing choices throughout the Hartford metropolitan area to former COT Section 8 tenants currently living in Hartford and to remedy any substandard housing in which they may be living. Former COT Section 8 tenants currently living in the Hartford area, but not within the City of Hartford, will be served by the HUD Regional Housing Opportunity Counselling Program to the extent they are eligible.

2. The COT mobility program will be established as follows, consistent with the other terms and conditions of this Agreement:

a. The COT mobility program shall operate for a period of three years from the time that staff selection and training is completed.

b. The program will hire two additional full-time staff to perform the functions set out in this Agreement. This staff will be new HERC staff dedicated to the COT mobility program. Every effort will be made to recruit bilingual staff, and at least one of the new staff must be bilingual in Spanish and English.

c. COT mobility program staff will be selected by HERC with input and approval from the committee described in ¶ 13, below. The COT mobility program staff positions will be filled within ninety days after approval by the United States District Court of this Agreement.

d. Plaintiffs' counsel (the Connecticut Civil Liberties Union Foundation, Greater Hartford Legal Assistance, Inc., and the Puerto Rican Legal Defense Fund) or their designee will be permitted to assist HERC staff in training the new staff.

e. The program may also utilize existing HERC landlord recruitment staff, supervisors and clerical support and other resources; however, sufficient funding will be provided to support the portion of HERC's staff work allocated to COT mobility program related functions.

f. Eligibility restrictions set out in the ROC Program will not apply to the COT mobility program.

g. During the period that the COT mobility program remains available, any former COT Section 8 tenant currently living in Hartford may take advantage of the program. A prior decision not to participate will not disqualify such a tenant from participating.

h. The COT mobility program will assist former COT Section 8 tenants currently living in Hartford in moving to suburban towns within the greater Hartford region if they so choose, and will also assist former COT Section 8 tenants living in Hartford in moving to other locations within Hartford as a remedy for identified Housing Quality Standard violations, as set out in ¶12.

i. The COT mobility program will also be available to assist former COT Section 8 tenants who live in Hartford and seek to move within the city to a neighborhood where no more than 10% of the population had incomes below the poverty level at the time of the 1990 census.

j. After the expiration of the COT mobility program, the HHA ROC Program will be available to former COT Section 8 tenants currently living in Hartford to the extent they are eligible.

k. The COT mobility program will be funded by HHA but will be managed by HERC, subject to the terms set out in this Agreement.

3. The responsibilities of COT mobility program staff will include, but are not limited to, regular communication and in-person visits, where feasible, with all former COT tenants with Section 8 certificates currently living in Hartford, initial assessment of their housing conditions, identification of replacement suburban apartments and recruitment of new landlords to the program, assisting with applications, credit checks, community tours, transportation of clients to apply for housing, followup visits and regular phone contacts with families placed under the program, and other selected services set out in the Regional Opportunity Counselling Program Final Plan (see Attachment A). Such mobility services will be provided to all eligible families at the discretion of HERC staff and as necessary to provide assistance to eligible families to gain access to housing opportunities throughout the metropolitan area.

4. The COT mobility program shall be subject to the performance goals set out in Attachment A.

RELATED MOBILITY SERVICES

5. The COT mobility program will provide moving-related assistance to or for the benefit of former COT Section 8 tenants currently living in Hartford, including provision or use of movers, vehicles, and transportation. The COT mobility program will also provide to or for the benefit of such tenants certain financial assistance to be used to pay a portion of other expenses relating to their move,

including but not limited to loans or grants for utility connections, transportation assistance, and loans to tenants for security deposits or security deposit payments to landlords necessary to permit access to a suburban unit. The amount and form of such financial or non-financial assistance will not be determined in accordance with the Uniform Relocation Act, as was done in connection with the original move from COT, but rather be determined by HERC staff in light of the particular circumstances of each such tenant and to further the purposes of this agreement. Former COT Section 8 tenants currently living in Hartford who seek to move in accordance with Section 8 and ¶ 12, because of identified violations in their units of Housing Quality Standards which have not been corrected by their landlords or which seriously interfere with the tenant's use and enjoyment of the unit, may receive moving related assistance regardless of the destination of their move.

6. HHA or HERC will take all necessary steps to secure fair market rent exceptions, in accordance with HUD regulations and where necessary to enable former COT Section 8 tenants currently living in Hartford to obtain housing in suburban towns.

FUNDING

7. To fund the COT mobility program and settle Pitt v. Hartford Housing Authority, HUD has awarded \$300,000 in additional, new funds. To supplement this award, HHA has agreed to reprogram, and has received approval from HUD to reprogram, \$168,000 in funds

currently allocated to the Charter Oak Terrace revitalization funds for the A B C Sections (Line Item 1460 Dwelling Construction). Thus, the COT mobility program will be funded in the amount of \$468,000.

8. In the event that HERC and the Committee described in ¶ 13 below determine that the need for relocation services during the three-year term of the COT mobility program exceeds funded amounts, HHA will submit additional requests for HUD funding.

HOUSING REINSPECTION AND REMEDIATION

9. During initial interviews by HERC staff, an initial survey will be made of housing conditions in the units of former COT Section 8 tenants currently living in Hartford. HERC staff will receive training in assessing HUD Housing Quality Standards but will not be responsible for conducting a full inspection.

10. For such tenants who express concerns regarding physical conditions in their unit, the mobility staff will explain the options available to the tenant.

11. Such a tenant may request an inspection or HERC staff may transmit the request to HHA, at the tenants' request. If a reinspection in accordance with normal procedures reveals the unit to be in violation of HUD Housing Quality Standards ("HQS"), HHA shall undertake necessary steps to remediate the problem, consistent with HUD regulations, including but not limited to: a) notice to the landlord directing that the problem be remediated and b) rent

abatement. Where appropriate, landlords will also be notified of housing improvement grants and loans available through the City of Hartford.

12. Any tenant with identified HQS violations that cannot be reasonably remedied or that seriously interfere with the tenants' use and enjoyment of the unit shall be permitted to move to another unit, consistent with HUD regulations. For tenants who do not wish to move, HHA (and, if appropriate, the COT mobility program) will take all steps at its disposal to achieve remediation of reported violations, so as to permit the tenant to remain in place. If such remediation cannot be reasonably accomplished, the tenant will have to move, in accordance with Section 8 regulations.

MONITORING AND ENFORCEMENT

13. The progress of the COT mobility program will be formally reviewed every three months by a committee of three persons (the "Committee") consisting of one representative of plaintiffs' counsel, one HHA staff representative, and one representative or organization to be selected by agreement between plaintiffs' counsel and defendant's counsel. Each of these three parties shall designate a single individual to regularly serve on the Committee. With the consent of all members, the Committee may recommend modifications in program design or an increase in program funding if the need exceeds staffing or other resources of the program.

14. Under the terms of its contract, HERC will provide to the members of the Committee regular quarterly reports on the progress of the COT mobility program. These reports may be in the same format as the reports required under the ROC program. The members of the Committee may also request reasonable additional information.

15. At any Committee meeting, any member of the Committee shall be permitted to speak with any COT mobility program staff person about the needs of individual clients or about the functioning of the program in general, so long as such communications do not interfere with the program. HHA shall not interfere with or take steps to prevent contacts between plaintiffs' counsel and HERC staff outside of such meetings. Plaintiffs' counsel shall not be permitted to speak with HHA Section 8 staff regarding implementation of the program without prior permission of HHA counsel.

16. Subject to the requirements of the Freedom of Information Act ("FOIA"), plaintiffs' counsel shall have full reasonable access to all HHA files of former COT Section 8 tenants, to current address lists of former COT tenants, and to any HHA program files relating to any aspect of this Agreement or its implementation, and HHA will provide plaintiffs' counsel with a reasonable number of copies of such documents in accordance with the FOIA.¹ Plaintiffs shall have

¹ The parties agree that tenant names, addresses, phone numbers, and individual tenant files are available under FOIA, subject to redaction of income, medical, or social security number information.

similar access to any HERC program files relating to any aspect of this Agreement or its implementation.

17. Plaintiffs may designate a consultant, at their own expense, to conduct periodic reviews of program operations. HERC and HHA will cooperate with such reviews, and any reports will be shared with the Committee, HERC and HHA.

18. If plaintiffs or any former COT tenant with a Section 8 certificate allege that the COT mobility program is not being implemented in accordance with this Agreement, they may bring an action in court to specifically enforce the terms of this Agreement.

19. Prior to any enforcement action brought pursuant to ¶ 18, any claim must first be brought to attention of the Committee set out in ¶ 13. The parties agree that this procedure should be deemed jurisdictional in nature and failure to comply with this procedure shall be grounds for dismissal of any such action on the grounds of ripeness or failure to exhaust remedies or any similar grounds. If the Committee is unable to resolve the issue by consensus, plaintiffs may seek the opinion of the HUD regional counsel prior to bringing any enforcement action.

GENERAL PROVISIONS

20. This Agreement shall be implemented as soon as reasonably practicable, beginning no later than specified in ¶ 2(c), consistent with the benchmarks referenced in Attachment A.

21. This Agreement and the underlying case of Pitt v. Hartford Housing Authority do not encompass relocation of tenants from HHA developments other than Charter Oak Terrace.

22. The provisions of this Agreement will be incorporated in a contract with HERC. The proposed contract between HHA and HERC will be submitted to the Committee for review and approval.

23. This Agreement constitutes the entire understanding between the parties, and the terms of this Agreement are contractual and not a mere recital.

24. Plaintiffs agree to move to withdraw their motion for class certification and to move to eliminate class allegations from the complaint, and the parties agree that the members of the putative class are not bound by any release of liability signed by individual plaintiffs. In furtherance of the motion to withdraw class claims, defendant agrees to submit an affidavit stating that defendant's duties under the Agreement will apply to all former COT tenants as specified herein.

PLAINTIFFS' ATTORNEYS' FEES AND EXPENSES

25. Apart from the COT mobility program funds approved by HUD as referenced in ¶ 7, HHA will pay \$140,000 representing a portion of plaintiffs' attorneys fees, costs, and disbursements incurred in the preparation and prosecution of the lawsuit, payable to plaintiffs' counsel by HHA within thirty days after approval of this Agreement by the Court. HHA and the COT mobility program shall not be

responsible for, and plaintiffs shall not seek payment from HHA or the COT mobility program for, any of plaintiffs' attorneys fees, costs, and disbursements other than in accordance with this Paragraph.

RELEASES

26. In consideration of the terms set out in this Agreement, establishment of the COT mobility program and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned plaintiffs hereby release, and forever discharge HHA, its agents, servants, employees, officers, commissioners, attorneys, successors, and assigns of and from any and all debts, causes of action, controversies, liabilities, and claims which were raised or which could have been raised based on the facts and claims raised in Pitt v. Hartford Housing Authority, whether in law or equity, known or that reasonably should have been known, contingent or fixed, direct or indirect which against HHA the undersigned plaintiffs now have or ever had. Defendant likewise releases the plaintiffs and plaintiffs' attorneys from any liability arising out of the facts and claims raised in Pitt v. Hartford Housing Authority and litigation thereof.

COURT APPROVAL

27. This Agreement is contingent upon its approval by the United States District Court, including granting of plaintiffs' motion to

withdraw class allegations and to withdraw their motion for class action certification. The parties further agree that the District Court will not retain further jurisdiction over the case of Pitt v. Hartford Housing Authority simply by virtue of this Agreement.

28. Upon execution of this Agreement, the parties shall make a motion for approval of the Agreement. Such motion shall include a stipulation that Pitt v. Hartford Housing Authority, as amended pursuant to ¶ 24, be withdrawn with prejudice upon the granting of the motion for approval of the Agreement.

WHEREFORE, the parties hereto set their hands as of the date described above.

PLAINTIFFS

Elizabeth Pitt
ELIZABETH PITT

Floyd Pitt
FLOYD PITT

Rosa Gonzalez
ROSA GONZALEZ

Gloria Vergara
GLORIA VERGARA

Francisca Massa
FRANCISCA MASSA

Charlene Grant
CHARLENE GRANT

Moises De Leon
MOISES DELEON

DEFENDANT,
HARTFORD HOUSING AUTHORITY

BY: [Signature]
ITS DULY AUTHORIZED EXECUTIVE
DIRECTOR

ATTACHMENT A

PERFORMANCE GOALS FOR CHARTER OAK TERRACE
MOBILITY PROGRAM

I. Notice and Marketing of the COT Mobility Program (the "Program"):

- a. HERC will send mailings to all former COT tenants holding a Section 8 certificate at the beginning of the program and on or about the first and second anniversary of the commencement of the Program explaining the housing mobility program and inviting participation;
- b. HHA or HERC will also send notices about the availability of the Program to former COT Section 8 tenants upon recertification;
- c. All mailings will be sent in both English and Spanish;
- d. Program staff will communicate with every former COT Section 8 tenant living in Hartford to promote the services of the Program, to invite the family to participate, and to assist in determining the housing needs and preferences of each family.
- e. Wherever feasible, Program staff will undertake in-person visits to former COT Section 8 tenants living in Hartford.

II. Relocation Assistance: The Program will offer and make available to each former COT tenant another opportunity to receive relocation assistance, including but not limited to the following services:

- a. Maintaining of a resource room with community information, local newspapers and advertising supplements, and listings of apartments throughout the region;
- b. Community tours to at least three suburban towns where a former COT Section 8 tenant currently living in Hartford signifies a possible interest, identification of a total of at least three available apartments in such towns, and assistance in applying for these units, including transportation;
- c. Information regarding availability of financial and other assistance to all former COT Section 8 tenants currently living in Hartford;
- d. Ongoing housing search assistance to be provided until each former COT Section 8 tenant currently living in Hartford and choosing to relocate receives at least two offers of apartments, if necessary;

e. Prompt follow-up with the suburban PHA to ensure rapid processing of Section 8 paperwork and apartment inspection;

f. Notification/referral to plaintiffs' counsel of any possible instances of discrimination against former COT Section 8 tenants currently living in Hartford by private landlords, and any non-cooperation by any suburban PHA;

g. Routine follow-up services to each family who has utilized the Program, as necessary and as determined appropriate by HERC, to ensure the success of their move to a new community. Such follow-up services may include, but need not be limited to, personal contact with such former COT family; liaison with landlords and suburban PHA; assistance with transition to new schools; liaison with local social services and employment or job training resources. The initial follow-up contact should be done, if feasible, in person, and in many cases it may be advisable to maintain monthly contact until a family is settled in their new community;

h. Mobility services will be prioritized as follows: 1) to any former COT Section 8 tenants currently living in housing in Hartford that fails to meet HQS standards; 2) to any former COT Section 8 tenants currently living in Hartford who contact the COT mobility program seeking assistance; 3) all other former COT Section 8 tenants currently living in Hartford;

i. To the extent consistent with available units and tenant interest, an effort should be made to provide tenants with a full range of information about housing opportunities throughout the greater Hartford metropolitan area, so as to avoid encouraging reconcentration of low income families in narrow geographic areas in specific suburban towns;

j. Increase the number of new landlords with units in suburban towns who agree to accept Section 8 certificate holders as tenants;

k. For each tenant that moves pursuant to the Program, HERC will maintain a client file that includes the name of the tenant, the tenant's new address, and the landlord's name and his/her status as a new Section 8 landlord or a landlord who previously participated in the Section 8 program;

l. Provide information about and encourage the use of the Program to all former COT tenants currently living in Hartford with Section 8 certificates. HERC shall maintain adequate records to document all outreach efforts to the former COT

tenants with Section 8 certificates. Said records shall include the date of all outreach efforts, the nature of the contact (in person, by mail, by phone, etc.), and the length of such contact if it is a conversation or meeting. Records maintained by HERC shall also include whether the tenant chooses to avail him/herself of further services pursuant to the Program;

m. All outreach should inform the tenant of the tenant's right to choose the community in which they live, as well as all forms of assistance available through the Program. The initial outreach should inform all tenants that there is no cost to the tenant for participation in the COT mobility program;

n. It is the Program goal to assist all eligible former COT tenants with Section 8 certificates to move to housing in compliance with the federal Housing Quality Standards that is located in the community of the tenant's choice within the Greater Hartford area. HERC will maintain records to document the choices in housing expressed by each tenant, as well as the information regarding a move made by the tenant;

o. During the follow-up contact with tenants, a pre-determined list of questions will be asked to elicit client satisfaction with the services of the Program. The results of the client satisfaction measures will be incorporated into all reports made by HERC to the Committee as described in paragraph 13 of the Settlement Agreement.

III. Implementation Schedule: A quarterly implementation schedule shall be submitted to the Committee by HERC, subject to review and approval by the Committee.

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ELIZABETH AND FLOYD PITT,
et al.

Plaintiffs,

v.

HARTFORD HOUSING AUTHORITY,

Defendant.

CIVIL NO. 3:97 CV 02019 (JBA)

MARCH 6, 1998

STATE OF CONNECTICUT:

: ss. Hartford
COUNTY OF HARTFORD :

AFFIDAVIT OF JOHN WARDLAW,
EXECUTIVE DIRECTOR OF
HARTFORD HOUSING AUTHORITY

I, John Wardlaw, being duly sworn, depose and say that:

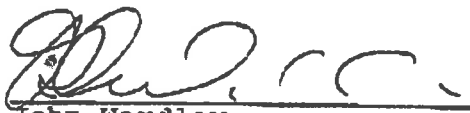
1. I am the Executive Director of defendant Hartford Housing Authority (HHA). I submit this Affidavit in support of Plaintiffs' Motion for Court Approval of Proposed Settlement Agreement.

2. One of the goals of the Hartford Housing Authority is to provide quality housing in a variety of neighborhoods and communities to former Charter Oak Terrace (COT) tenants who have Section 8 certificates.

3. The proposed settlement agreement in Pitt, et al v. Hartford Housing Authority calls for the creation of a COT mobility program.

4. The purpose of the COT mobility program is to assist former COT Section 8 tenants to obtain new housing opportunities. The COT mobility program is intended to assist all former COT tenants with Section 8 certificates who are in need of mobility services. Specifically, the COT mobility program will be available to tenants currently living in Hartford who wish to move to suburban towns within the greater Hartford region, or to neighborhoods with poverty rates at or below 10%, and tenants living in Hartford who want or need to move to other locations within Hartford as a remedy for identified Housing Quality Standards violations.

5. Under the settlement agreement between the parties, any former COT tenants with Section 8 certificates who are not eligible for the COT mobility program can access mobility services offered through the HHA's Regional Opportunity Counseling Initiative (ROC) to the extent that those tenants are eligible.


John Wardlaw

Subscribed and sworn to before me in Hartford, Connecticut on this 6th day of March, 1998.


Notary Public
My Commission Expires : Nov 30 / 2002
Commissioner of Superior Court