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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MICHAEL NOZZI, individually, and  
NIDIA PELAEZ, individually, and on  
behalf of all others similarly situated,

CV 07-380 PA (FFMx)  
JUDGMENT

Plaintiffs,

v.

HOUSING AUTHORITY OF THE CITY  
OF LOS ANGELES and RUDOLPH  
MONTIEL,

Defendants.

Pursuant to the settlement agreement (“Settlement Agreement”), filed on June 19, 2017, between plaintiffs Michael Nozzi and Nidia Pelaez (collectively “Plaintiffs”) and defendants Housing Authority of the City of Los Angeles (“HACLA”) and Rudolph Montiel (collectively “Defendants”), and the Court’s February 15, 2018, Minute Order granting the Motion for Final Approval of Class Action Settlement and granting, in part, the Motion for Attorneys’ Fees and Costs,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. All terms herein shall have the same meaning as the terms defined in the Settlement Agreement, unless otherwise specifically provided herein.

1           2.       The Injunctive Relief Class consists of all Section 8 beneficiaries whose  
2 benefits are administered by HACLA and who in the past received, or in the future may  
3 receive, notices of a VPS decrease.

4           3.       The Damages Class consists of all HACLA Section 8 tenants, between June 1,  
5 2005, and September 30, 2006, whose rental contribution for a period not to exceed eleven  
6 months was greater than it would have been but for HACLA's 2004 decrease in the VPS.<sup>1/</sup>

7           4.       Defendants will issue a check by overnight mail payable to the JND Legal  
8 Administration within thirty (30) business days of the date of entry of this Order on the  
9 docket.

- 10                   a.       the total amount for valid claims made by Damages Class Members and  
11                               approved by the Class Administrator;
- 12                   b.       \$3,000 in incentive/individualized payments to Named Plaintiffs Nidia  
13                               Pelaez and Michael Nozzi;
- 14                   c.       Defendants shall pay all current outstanding bills from JND Legal  
15                               Administration. To the extent that the payments due to JND cannot yet  
16                               be finally determined because there is more work to be done,  
17                               Defendants shall pay those amounts within 30 days of being billed by  
18                               JND.

19           5.       Defendants will issue a check by overnight mail payable to the Kaye, McLane,  
20 Bednarski & Litt Client Trust Account within thirty (30) business days of the entry of this  
21 Judgment the amount of \$2,957,382.80 as full and final settlement of all past, present and  
22 future attorneys' fees and all past, present and future ordinary and extraordinary costs.

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26 <sup>1/</sup>       Only the Damages Class Members identified in the Damages Class Member List as  
27 having calculable damages are considered Damages Class Members under this Judgment  
28 and the Order, and only they will be bound by its monetary damages provisions if they do  
not opt out. Injunctive Relief Class Members may not opt out of the injunctive relief portion  
of this Order or the Judgment.

1           6.     The Court orders the following injunctive relief for a three-year period:

2           a.     In any future notices to Section 8 tenants, related to the reduction of the  
3                 VPS, HACLA shall simply and plainly communicate the information  
4                 provided in non-technical, language that would be reasonably  
5                 understandable to Section 8 tenants, at a language level commensurate  
6                 with the average educational level of Section 8 tenants. The notice shall  
7                 reasonably explain the known, likely or potential impact on the tenant  
8                 of the action that is the subject of the notice.

9           b.     Any notice within the next three years regarding reduction of the VPS  
10                shall be provided to Class Counsel before it is sent, and shall be subject  
11                to the approval of Class Counsel before it is communicated to Section 8  
12                tenants, which approval shall not be unreasonably withheld.

13           c.     When communicating any new notices to tenants (other than a notice of  
14                reduction of VPS to which ¶ 72(a) of the Settlement Agreement  
15                applies), HACLA will use language reasonably understandable to  
16                Section 8 tenants. For purposes of this Agreement, the Parties agree  
17                that existing notices that have been historically sent regularly to tenants  
18                without challenge, such as the RE 38 notice, notices sent to tenants  
19                when HACLA approves a rent increase requested by the landlord, and  
20                notices when there is a bedroom downsizing, meet this standard.

21           7.     Except as otherwise provided in this Judgment, each party shall bear its own  
22                costs, expenses, and attorneys' fees.

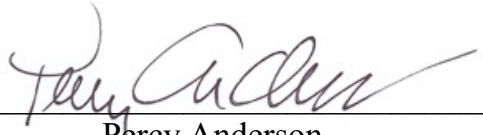
23           8.     The Court reserves and maintains jurisdiction over the claims administration  
24                and distribution of the funds. Disagreements between the Parties on any disputes or  
25                unresolved aspects of this Judgment as it relates to monetary relief shall be subject to  
26                mediation before the mediator who has mediated this case to date, Magistrate Judge  
27                Woehrl, if she is available, or before the Magistrate Judge otherwise assigned to the case if  
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1 she is not. If mediation is not successful, the matter shall be brought to this Court for resolution.

2 9. The Court hereby dismisses the lawsuit on the merits, with prejudice, and  
3 without further costs, with such dismissal subject only to compliance by the Parties with the  
4 terms and conditions of the Settlement Agreement and this Judgment.

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6 DATED: February 15, 2018

  
\_\_\_\_\_  
Percy Anderson  
UNITED STATES DISTRICT JUDGE

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