

**ALEXANDER COUNTY HOUSING AUTHORITY**

**BOARD OF COMMISSIONERS  
RESOLUTION NO. 2017-7**

**A Resolution to Ratify the Settlement Agreement Between the Shriver Center and the  
Alexander County Housing Authority**

**WHEREAS**, The Shriver Center initiated a lawsuit against ACHA alleging the Authority breached the leases of Elmwood and McBride residents by not maintaining plaintiff's public housing units in a safe and sanitary condition; and

**WHEREAS**, ACHA and the plaintiffs engaged in several negotiation sessions; and

**WHEREAS**, ACHA and the plaintiffs agreed to the terms of the settlement agreement attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE  
ALEXANDER COUNTY HOUSING AUTHORITY THAT:**

The Executive Director agreed to and signed the Settlement Agreement on June 16, 2017, negotiated between the Plaintiffs and ACHA through its insurance carrier in the amount of \$350,000.00. The settlement provides financial consideration to twenty-nine (29) residents and plaintiffs' legal representative.

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LINDSEY REAMES  
CO-BOARD/HUD RECOVERY ADMINISTRATOR

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KIMBERLY WIZE  
CO-BOARD/HUD RECOVERY ADMINISTRATOR

**Resolution 2017-7**

ATTEST:

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SECRETARY

**FOR CLERK USE ONLY**

RESOLUTION NO. \_\_\_\_\_ DATE \_\_\_\_\_

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Agreement is entered between Paul Lambert, Mary Holder, Barbara Holder, Pamela Purdiman, Shameka Nelson, Kimberly Simelton, Chena Brazil, Kimberly McAllister, Kelsey Lowe, Angela Mitchell, DeShawna Washam, Carlos Trenton, Charmaine Lambert, Aaron Hall, Tanisha Johnson, Audrey Tabor, Beverly Davis, Myra Rayford, Shenunith Ellis, Leneca Baldwin, Shawnya Williams, Chauncey Davis, Lillie Jones, Tiarra Bedford, Jeanette Davis, Jacqueline Vaughn, Danielle Lowe, Elisha Lee, Charlotte Viel, and Theras Heard (“Plaintiffs”), and Alexander County Housing Authority (“ACHA”), James Wilson, and Martha Franklin. ACHA, James Wilson, and Martha Franklin are hereinafter referred to as “Defendants.”

### **RECITALS**

**WHEREAS**, Plaintiffs have filed a lawsuit against Defendants in the United States District Court of the Southern District of Illinois, Case No. 16 CV 513-MJR-RJD, alleging that Defendants violated their rights under the Fair Housing Act, 42 U.S.C. § 3604, Title VI of the Civil Rights Act of 1964, the Illinois Human Rights Act, 775 ILCS 5/3-102, and the Illinois Civil Rights Act of 2003, 740 ILCS 23/5 (hereinafter, “the Lawsuit”). Plaintiffs also assert that Defendants acted negligently and breached Plaintiffs’ residential leases by not maintaining Plaintiffs’ public housing units in a safe and sanitary condition.

**WHEREAS**, Defendants deny all of Plaintiffs’ allegations;

**WHEREAS**, this Agreement was negotiated on Plaintiffs’ behalf by counsel of their choosing, and Plaintiffs have had the opportunity to confer with such counsel or counsel of their own choosing regarding the terms of this Agreement; and

**WHEREAS**, the Parties have reached agreement on all substantive settlement terms.

Each of the foregoing recitals are incorporated by reference as provisions of the Agreement set forth below.

## AGREEMENT

NOW THEREFORE, in view of the Parties' desire to avoid litigation and to resolve all claims that Plaintiffs have or may have against Defendants, the Parties agree as follows:

**1. Monetary Consideration.** In consideration for the promises Plaintiffs have made in this Agreement, ACHA agrees to deliver to Plaintiffs' counsel, Christopher Wilmes, the total amount of Three-Hundred Fifty-Thousand Dollars (\$350,000.00), in a check made payable to "Hughes Socol Piers Resnick & Dym, Ltd.," which sum will be distributed by plaintiffs' counsel as follows:

- a. \$10,000.00 to Paul Lambert;
- b. \$10,000.00 to Mary Holder;
- c. \$10,000.00 to Barbara Holder;
- d. \$10,500.00 to Pamela Purdiman;
- e. \$10,000.00 to Shameka Nelson;
- f. \$10,500.00 to Kimberly Simelton;
- g. \$10,500.00 to Chena Brazil;
- h. \$10,500.00 to Kimberly McAllister;
- i. \$10,500.00 to Kelsey Lowe;
- j. \$10,500.00 to Angela Mitchell;
- k. \$10,000.00 to DeShawna Washam;
- l. \$10,000.00 to Carlos Trenton;
- m. \$10,000.00 to Charmaine Lambert;
- n. \$10,000.00 to Aaron Hall;
- o. \$10,000.00 to Tanisha Johnson;
- p. \$10,000.00 to Aubrey Tabor;
- q. \$10,000.00 to Beverly Davis;

- r. \$10,000.00 to Myra Rayford;
- s. \$10,000.00 to Shenunith Ellis;
- t. \$10,500.00 to Leneca Baldwin;
- u. \$10,000.00 to Shawynya Williams;
- v. \$10,500.00 to Chauncy Davis;
- w. \$10,000.00 to Lillie Jones;
- x. \$10,500.00 to Tiarra Bedford;
- y. \$10,000.00 to Jeanette Davis;
- z. \$10,500.00 to Jacqueline Vaughn;
- aa. \$10,500.00 to Danielle Lowe;
- bb. \$10,000.00 to Elisha Lee;
- cc. \$10,000.00 to Charlotte Viel;
- dd. \$10,500.00 to Theras Heard;
- ee. \$15,138.02 to Hughes Socol Piers Resnick & Dym, Ltd.;
- ff. \$28,861.98 to Sargent Shriver National Center on Poverty Law.

## **2. Other Consideration**

In addition to the payment described in Section 1 above, ACHA also agrees to provide the following consideration:

- a. Each Plaintiff will be offered his or her choice of either a tenant protection voucher or an appropriately-sized replacement public housing unit outside of the McBride and Elmwood developments. The tenant protection vouchers are contingent upon approval from the U.S. Department of Housing and Urban Development. The replacement public housing units are contingent upon the availability of public housing in decent, safe, and sanitary condition in Alexander County;
- b. Each Plaintiff will be considered an involuntary relocatee pursuant to Section 18 of the U.S. Housing Act and provided the appropriate relocation assistance, required under 49 C.F.R. Part 24, including but not limited, to the cost of moving expenses, security deposits or move-in fees,

utility hook-ups, application fees, and new drivers' licenses or state identification cards;

- c. Each Plaintiff will be offered housing counseling and, if the Plaintiff is selecting a tenant protection voucher, housing mobility counseling, no later than June 30, 2017;
- d. ACHA will reimburse each Plaintiff for his or her April 2017 rent payment no later than June 1, 2017. Pursuant to 24 C.F.R. § 966.4(h), as a result of unit conditions that are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, any debts Plaintiffs may owe or are alleged to have owed due to rent non-payment will be waived and forgiven. Waiver of maintenance fees or charges will be considered on a case-by-case basis with specific documentation. ACHA shall not report to any third party that Plaintiffs owes a debt to ACHA;
- e. If a Plaintiff has a household member under the age of six with an elevated blood lead level, then the Plaintiff will be offered risk assessments of his or her new housing prior to moving into the housing.
- f. Each Plaintiff who selects a tenant protection voucher shall be offered 120 days to search for new housing and an additional 30 days of search time upon request.
- g. Nothing in this section shall supersede federal statutory or regulatory provisions governing HUD programs nor shall anything herein be construed as constituting any waiver or exception of HUD requirements.

### **3. Acknowledgements**

Plaintiffs acknowledge that they have not relied on any statement or representations by Defendants or its attorneys with respect to the tax treatment of the payments described in this Section and that they are solely responsible for all tax payments required under the law.

Plaintiffs agree that the consideration described in Sections 1 and 2 above is above and beyond that to which they otherwise are entitled and that they are being paid in exchange for signing this Agreement and complying with its terms. Plaintiffs further acknowledge and agree that the consideration described above is good, valuable, and sufficient consideration for this Agreement. Plaintiffs and Defendants agree that the consideration described in Sections 1 and 2

above is intended to settle any and all claims against Defendants, including all claims for actual damages, statutory damages, emotional distress, punitive damages, and attorneys' fees.

**4. Timing of Payment and Dismissal of Lawsuit.** The payment described in Section 1 will be made no later than ten (10) business days after Defendants' counsel receives both a copy of this Agreement signed by all Plaintiffs and completed and signed IRS Form W-9s from Hughes Socol Piers Resnick & Dym, Ltd., Sargent Shriver National Center on Poverty Law, and all Plaintiffs.

Within three days of Plaintiffs' counsel receiving the payment described in Section 1, Plaintiffs will file in the Lawsuit a Rule 41 Stipulation of Dismissal. The Stipulation of Dismissal will ask the Court to dismiss the case with prejudice and with each party to bear its own fees and costs.

**5. Waiver And Release Of All Claims.** Upon payment of the consideration described in Section 1, Plaintiffs waive and release all claims, or causes of action of any kind that they have or may have against Defendants, from the beginning of time through and including the date they sign this Agreement, including any claims and causes or action related to or any way growing out of the allegations in the Lawsuit. The claims and causes of action Plaintiffs are releasing and waiving include, but are not limited to, any and all claims and causes of action alleging that Defendants:

- violated public policy or common law (including, but not limited to, claims for defamation, libel, slander, negligence, gross negligence, breach of contract, intentional or tortious interference with contract or business relations, negligent, reckless, or intentional infliction of emotional distress and/or mental anguish, outrage, fraud, misrepresentation, conversion, promissory estoppel, detrimental reliance, personal injury, wantonness, invasion of privacy, conspiracy, or loss of consortium); or
- violated Defendants' policies, procedures, or handbooks, any covenant of good faith and fair dealing, or any purported contract, express or implied, between Plaintiffs and Defendants; or

- violated any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations or constitutions, including the Fair Housing Act, 42 U.S.C. § 3604, Title VI of the Civil Rights Act of 1964, the Illinois Human Rights Act, 775 ILCS 5/3-102, and the Illinois Civil Rights Act of 2003, 740 ILCS 23/5

Also upon payment of the settlement amount, Plaintiffs release Defendants' parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns, trustees, managers, members, officers, directors, insurers, fiduciaries, employees, attorneys, representatives, and agents from any and all claims arising out of the facts alleged in the Lawsuit.

Plaintiffs also release and forever discharge the U. S. Department of Housing and Urban Development (including all of its current and former officers, directors, managers, agents, attorneys, insurers, supervisors, employees, and representatives) from any and all charges, complaints, claims, demands, liabilities, obligations, actions and causes of action (including attorneys' fees and costs incurred) of any kind or nature whatsoever that are related to Plaintiffs' residency with and participation in the public housing programs that exist or have accrued as of the date this Agreement is signed—whether known or unknown; or that could have been asserted in the Lawsuit; or that could now be asserted against the United States Department of Housing and Urban Development in any forum, whether administrative or judicial.

(a) It is Plaintiffs' intention that this Agreement is a general release as to Defendants and that it shall be effective as a bar to each and every claim, demand, or cause of action they release. Plaintiffs recognize that they may have some claim, demand, or cause of action against Defendants of which they are totally unaware and unsuspecting but which they are giving up by the execution of this Agreement. It is the intention of Defendants in executing this Agreement that it will deprive Plaintiffs of each such claim, demand, or cause of action and prevent them from asserting it against Defendants.



(b) Excluded from this waiver and release is any claim or right that cannot be waived by law, including all claims arising after the date of this Agreement. Provided however, that the provisions of this Section do not extend nor apply to or in any way affect or limit any rights or obligations under or to enforce this Agreement.

6. **Covenant Not To Sue.** A “covenant not to sue” is a legal term which means a person promises not to file a lawsuit in court. It is different from the release contained in Section 5 above. In addition to waiving and releasing the claims covered by Section 5 above, Plaintiffs agree never to sue Defendants in any forum for any claims, laws, or theories covered by the release language in Section 5 above, which arose prior to the date this Agreement is executed. Notwithstanding this Covenant Not To Sue, Plaintiffs or Defendants may bring a claim against the other enforce this Agreement.

7. **Confidentiality.** Plaintiffs’ attorneys agree that they will not make any press releases about the terms of the settlement or discuss the terms of the settlement with members of the media. Nor will Plaintiffs’ attorneys post information about the terms of the settlement on the Internet. Nothing, however, shall prevent Plaintiffs’ counsel from sharing information with individuals not associated with the media, including but not limited to attorneys, housing advocates, program providers, foundations, and public officials, if the disclosure is for the purpose of education and information sharing.

8. **Non-Admission And Inadmissibility.** The Parties agree that this Agreement does not constitute and shall not be construed, interpreted, or treated in any respect as an admission of liability or wrongdoing. Except for a proceeding alleging a breach of this Agreement or any proceeding in which a defense is asserted based on any provision of this

Agreement or as otherwise required by law, neither side will seek admission of this Agreement into any legal proceeding, except upon written consent of the other Party.

**9. Voluntary And Knowing Agreement.** Plaintiffs hereby warrant and represent that:

- (a) they are competent, as a matter of law, to enter into this Agreement;
- (b) they have by this Agreement been advised and encouraged in writing by Defendants to consult with their attorney before signing this Agreement;
- (c) they have relied on their own judgment and that of their counsel regarding the consideration for and language of this Agreement;
- (d) they understand this document and are entering into it knowingly and with full knowledge of its significance;
- (e) they have been given a reasonable period of time to consider the Agreement; and
- (f) no statements made by Defendants or any other party have in any way coerced or unduly influenced their decision to execute this Agreement.

**10. Entire Agreement.** Except as provided in this Section, this Agreement constitutes the entire agreement between Plaintiffs and Defendants regarding the resolution of the Parties' dispute, and supersedes any written or oral understanding, promise or agreement that is not referred to and incorporated in this Agreement. This Agreement may be changed only by a writing signed by Plaintiffs and Defendants. The Parties acknowledge that in deciding to sign this Agreement, neither has relied on any representations, statements, promises or agreements that are not expressly set forth in this Agreement.

**11. Choice Of Law, Interpretation, And Severability.** Plaintiffs and Defendants agree that this Agreement shall be governed by Illinois law. Plaintiffs and Defendants agree that this Agreement shall not be construed against any party on account of authorship and, if a court finds any part of this Agreement to be illegal or invalid, the illegal or invalid portion of the Agreement shall be severed and the remainder of the Agreement will be deemed enforceable.

12. This Settlement Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original agreement.

13. This Settlement Agreement shall be of no force or effect until it has been executed by or on behalf of all parties and delivered to the parties.

**I HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND I FULLY UNDERSTAND EACH OF ITS TERMS. I HAVE FULL KNOWLEDGE AND UNDERSTANDING OF ITS LEGAL CONSEQUENCES.**

PAUL LAMBERT

ALEXANDER COUNTY HOUSING  
AUTHORITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MARY HOLDER

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BARBARA HOLDER

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PAMELA PURDIMAN

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHAMEKA NELSON

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

KIMBERLY SIMELTON

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CHENA BRAZIL

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

KIMBERLY McALLISTER

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

KELSEY LOWE

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ANGELA MITCHELL

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DESHAWNA WASHAM

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CARLOS TRENTON

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CHARMAINE LAMBERT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

AARON HALL

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TANISHA JOHNSON

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

AUDREY TABOR

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BEVERLY DAVIS

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

MYRA RAYFORD

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHENUNITH ELLIS

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

LENECA BALDWIN

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHAWNYA WILLIAMS

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CHAUNCEY DAVIS

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

LILLIE JONES

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TIARRA BEDFORD

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

JEANETTE DAVIS

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

JACQUELINE VAUGHN

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DANIELLE LOWE

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ELISHA LEE

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CHARLOTTE VIEL

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



THERAS HEARD

BY: \_\_\_\_\_

DATE: \_\_\_\_\_