

**EXHIBIT A**  
**PRELIMINARY ORDER FOR APPROVAL OF SETTLEMENT OF CLASS ACTION**

IT IS HEREBY ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2009, that:

1. The Court preliminary approves a settlement class of all African-American and Hispanic individuals who do not live or work in Smithtown, New York and who applied to the Smithtown Section 8 Voucher Program in 2002 or 2006 when the waitlist was opened and who subsequently were determined not eligible for the Program because they did not live or work in Smithtown.
2. A hearing (the "Settlement Hearing") shall be held on \_\_\_\_\_, 2009 at \_\_\_\_:\_\_\_\_m., in the District Court for the Eastern District of New York, Long Island Courthouse, 100 Federal Plaza, Central Islip, New York 11722, to:
  - a. determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of plaintiffs in the Action ("Plaintiffs") and all members of the class (the "Class"), which is all African-American and Hispanic individuals who do not live or work in Smithtown, New York and who applied to the Smithtown Section 8 Voucher Program in 2002 or 2006 when the waitlist was opened and who subsequently were determined not eligible for the Program because they did not live or work in Smithtown; and
  - b. rule on such other matters as the Court may deem appropriate.
3. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of Plaintiffs' application for attorneys' fees and reimbursement of expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.
4. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification as may be consented to by the Parties and without further notice to the Class.

5. The Court approves the appointment of Berdon Claims Administration LLC as Claims Administrator.
6. Within 5 days of the entry of this Order, Smithtown shall provide the Claims Administrator with its 2002 and 2006 Section 8 waitlists, including the names, addresses, and social security numbers of individuals on those waitlists.
7. The Claims Administrator shall make reasonable efforts to locate each individual who has been on the 2002 or 2006 waitlist for the Smithtown Section 8 Voucher Program and shall within 45 days of the entry of this Order cause a Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Settlement Hearing (the "Notice") to be mailed by United States mail to the current address of such individuals, or, if the current address cannot be determined, the last known address of such individuals.
8. The Claims Administrator shall also advertise notice of the Settlement in the Long Island edition of *Newsday*.
9. The Claims Administrator shall also provide notice to Long Island housing organizations as identified in Exhibit C to the Stipulation.
10. The form and method of the Notice specified herein: (a) is the best notice practicable; (b) shall constitute due notice of the Settlement Hearing to all entitled to receive such a notice; and (c) meets the requirements of Rule 23(e)(1) of the Federal Rules of Civil Procedure. Prior to the Settlement Hearing, counsel for the Town shall file with the Court an appropriate affidavit with respect to preparation, mailing, and advertising of the Notice.

11. Any member of the Class ("Class Member") may appear at the Hearing, in person or through counsel of his, her or its choice, to show cause why (i) the Settlement should not be approved, (ii) a judgment dismissing the Action on the terms contained in the Stipulation should not be entered, or (iii) the Plaintiffs' attorneys should not be awarded their requested attorneys' fees and expenses. No Class Member shall be heard, or be entitled to object to or otherwise contest the foregoing, unless such shareholder, no later than fourteen days prior to the Hearing, has filed with the Clerk of the Court and served on each of the following counsel:

Stacey Friedman  
32nd Floor  
125 Broad Street  
New York, New York 10004  
Tel: (212) 558-4000  
Fax: (212) 558-3588

Jeltje deJong  
Devitt Spellman Barrett, LLP  
50 Route 111  
Smithtown, NY 11787  
(631)724-8833

A written statement of all of such Class Member's objection(s) and all of the grounds or reasons for such objection(s), including any briefs or affidavits in support of such objection(s), and a statement indicating whether such Class Member intends to appear at the Hearing, together with the following information:

- a. the name, address and telephone number of the Class Member and his, her or its counsel, if any;
- b. the approximate date on which the Class Member applied for the Smithtown Section 8 Voucher Program; and

c. the race and ethnicity of the Class Member.

Any Class Member who does not file and serve a timely objection in the manner provided herein shall be deemed to have waived any objection such Class Member might have had, and shall forever be barred, in these proceedings or in any other proceeding, from making any objection to or otherwise challenging the Settlement, the Stipulation or any provision thereof, the judgment dismissing the Action, the application and award of attorneys' fees and expenses or any other proceedings herein, and shall have no right to appeal therefrom.

12. If the Settlement, including any amendment made in accordance with the Stipulation, does not obtain Final Approval (as defined in the Stipulation) or does not become effective for any reason whatsoever, the Settlement and any actions taken or to be taken in connection with the Settlement (including this Order and any judgment created herein) shall be terminated and shall become void and of no further force and effect. In any such event, neither the Stipulation, nor any provision contained in the Stipulation, nor any action taken pursuant thereto, shall be deemed to prejudice in any way the respective positions of the Parties. Additionally, the Parties shall be restored to their respective positions as if the Stipulation never existed, and neither the existence of the Stipulation nor its contents shall be admissible in evidence or shall be referred to for any purpose in the Action or in any other litigation or proceeding and shall not entitle any party to recover from any other party any costs or expenses incurred in connection with the implementation of the Stipulation.

13. All proceedings in the Action, other than proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, Plaintiffs and all members of the Class are barred and enjoined from commencing, instituting, prosecuting, instigating or continuing, or in any way participating in the commencement or prosecution of any action asserting any Settled Claims, either directly, individually, representatively, derivatively or in any other capacity against any of the Class, and are barred and enjoined from challenging the Settlement (other than in this Action in accordance with the procedures established by the Court).
14. The Stipulation and all negotiations, statements and proceedings in connection therewith shall not in any event be construed as, used as, or deemed to be evidence of an admission or concession by any Defendants or Plaintiffs or the Class, as defined in the Stipulation: (a) regarding the validity of the Settled Claims; or (b) of any fault, wrongdoing, omission or liability whatsoever. The Stipulation and all negotiations, statements and proceedings in connection therewith shall not be offered or received in evidence against any of the Parties, or, upon entry of this Scheduling Order, any Plaintiff or Class Member, in any civil, criminal or administrative action or proceeding in any court, administrative agency or other tribunal, other than such proceedings as may be necessary to consummate or enforce the Settlement, the releases executed pursuant thereto, and/or the Judgment Order. Notwithstanding any of the foregoing, the Stipulation and the Exhibits hereto may be filed in any subsequent action brought against any

Defendants or Plaintiffs or Class Member in order to support a defense or counterclaim by any Defendants or Released Persons of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim or issue preclusion or similar defense or counterclaim.

SO ORDERED.

Dated: \_\_\_\_\_, 2009  
Central Islip, New York

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THE HONORABLE JOANNA SEYBERT  
UNITED STATES DISTRICT JUDGE

**EXHIBIT B**  
**EQUAL HOUSING OPPORTUNITY HOUSING STATEMENT**



**EXHIBIT C**  
**OUTREACH ORGANIZATIONS**

**CIRCULO DE LA  
HISPANIDAD, INC.**  
26 West Park Avenue  
Long Beach, NY 11561  
(516) 431-1135

**WYANDANCH  
COMMUNITY  
DEVELOPMENT  
CORPORATION**  
59 Cumberbach Street  
Wyandanch, NY 11798  
(631) 643-4786

**HAVEN HOUSE/  
BRIDGES, INC.**  
840 Suffolk Avenue  
Brentwood, NY 11717  
(631) 231-3619

**LI HOUSING  
SERVICES, INC.**  
640 Johnson Avenue,  
Suite 8  
Bohemia, NY 11716  
(631) 467-5111

**CDCLI**  
2100 Middle Country  
Suite 300  
Centereach, NY 11720  
(631) 471-1215

**BELLPORT,  
HAGERMAN, EAST  
PATCHOGUE  
ALLIANCE, INC.**  
1492 Montauk Highway  
Bellport, NY 11713  
(631) 286-9264

**HOUSING HELP, INC.**  
91-101 Broadway, Suite 6  
Greenlawn, NY 11740  
(631) 754-0373

**SUFFOLK INDEPENDENT  
LIVING ORGANIZATION  
(SILO)**  
3680 Route 112  
Coram, NY 11727  
(631) 880-7929

**LAW SERVICES  
COMMITTEE-  
HEMPSTEAD**  
1 Helen Keller Way, 5th Floor  
Hempstead, NY 11550  
(516) 292-8100

**LAW SERVICES  
COMMITTEE-ISLANDIA**  
1757 Veterans Memorial  
Highway  
Islandia, NY 11749  
(631) 232-2400

**LAW SERVICES  
COMMITTEE-  
RIVERHEAD**  
313 West Main Street  
Riverhead, NY 11901  
(631) 369-1112

**GENERAL SCO FAMILY  
SERVICES**  
1 Alexander Place  
Glencove, NY 11542  
(516) 671-1253

**SMITHTOWN TOWN  
PLANNING AND  
COMMUNITY  
DEVELOPMENT**  
99 West Main Street  
P.O. Box 575  
Smithtown, NY 11787  
(631) 360-7540

**HANDS ACROSS  
LONG ISLAND, INC.**  
P.O. Box 1179  
Central Islip, NY 11722  
(631) 234-1925

**SOUTH SHORE  
ASSOCIATION FOR  
INDEPENDENT  
LIVING**  
1976 Grand Avenue  
Baldwin, NY 11510  
(516) 855-1800

**ADELANTE OF  
SUFFOLK COUNTY,  
INC.**  
10 Third Avenue  
Brentwood, NY 11717  
(631) 434-3481 ext. 23

**OPTIONS FOR  
COMMUNITY  
LIVING**  
202 East Main Street,  
Suite 5  
Smithtown, NY 11787  
(631) 361-9020 ext. 114

**COMMUNITY  
HOUSING  
INNOVATIONS, INC.**  
55 Medford Avenue,  
Suite B  
Patchogue, NY 11772  
(631) 475-6390  
(631) 475-6390 ext. 241  
(for home ownership)  
(631) 475-6390 ext. 230  
(for rental applications)

**HELP SUFFOLK**  
685 Brookhaven Avenue  
Bellport, NY 11713  
(631) 286-2400

**LONG ISLAND  
ACORN**  
91 North Franklin  
Street, #209  
Hempstead, NY 11550  
(516) 481-6769

**LI CENTER FOR  
INDEPENDENT  
LIVING**  
3601 Hempstead  
Turnpike, Suite 208 &  
500  
Levittown, NY 11756  
(516) 796-0144

**PEACE VALLEY  
HAVEN, INC.**  
86 Park Avenue  
Roosevelt, NY 11575  
(516) 223-2355  
(516) 850-8540  
(24 Hour hotline)

**RESURRECTION  
HOUSE, INC.**  
1650 Straight Path  
Wheatley Heights, NY  
11798  
(631) 491-3954

**SURBURBAN HOUSING  
DEVELOPMENT AND  
RESEARCH, INC.**  
1360 5th Avenue  
Bay Shore, NY 11706  
(631) 665-2866

**WYANDANCH HOMES &  
PROPERTY  
DEVELOPMENT  
(HOMELESS HOUSING)**  
1434 Straight Path  
Wyandach, NY 11798  
(631) 491-7285

**UNITED VETERANS  
BEACON HOUSE, INC.**  
1715 Union Boulevard  
Bay Shore, NY 11706  
(631) 665-1571

**EXHIBIT D**  
**DESCRIPTION OF SMITHTOWN VOUCHER PROGRAM'S OPERATING POLICIES**

**EXHIBIT E**  
**PLAN OF ALLOCATION**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
CORINNE VARGAS, KISHA TRENT, ANNIE SMITH :  
and R.G., on behalf of themselves and all others similarly :  
situated, : Case No. 07-CV-5202  
 : (JS)(WDW)  
 :  
Plaintiffs, :  
 :  
v. :  
 :  
TOWN OF SMITHTOWN, :  
 :  
Defendant. :  
-----X

distribution in accordance with the Plan of Allocation. The Claims Administrator shall complete the review of claims applications within six (6) months after the Close of the Application Period.

3. The Claims Administrator, in his or her sole discretion, shall determine whether or not a person or group of people qualify as Class members entitled to monetary relief and the amount to which they are entitled in accordance with the Plan of Allocation ("Payment Determination"). It shall notify Class members of its determination in writing, indicating that the decision may be appealed as provided by paragraph 4.

4. Individuals may appeal the Claims Administrators' Payment Determination by sending written notification of their disagreement with the Claims Administrator's decision ("Appeal") along with any materials supporting their claimed classification to the Claims Administrator within forty-five (45) days of the mailing date of the Payment Determination. The Claims Administrator will review the Appeal and, if necessary, interview the individual appealing the determination and/or gather additional information from the Parties within thirty (30) days of the Appeal (the "Close of the Appeal Period"). The Claims Administrator will determine whether based on the Appeal and any new information its original Payment Determination was incorrect and revise its Payment Determination as necessary and appropriate. If the Class member disagrees with the Claims Administrator's appeal decision, the member may request review by the Lawyers' Committee for Civil Rights Under Law ("Lawyers' Committee"), counsel for the Class, within fifteen days of the Class members' receipt of notification of the Claims Administrator's decision by sending a letter with such a request to the Lawyers' Committee or Claims Administrator. Lawyers' Committee will review all information concerning the claim within thirty days and determine whether the decisions made by the Claims Administrator should be reversed. If so, the Claims Administrator will be directed by Lawyers'

Committee to revise its Payment Determination as necessary and appropriate. Any final decision of the Claims Administrator or Lawyers' Committee regarding whether an individual is a Class member, whether an individual is entitled to monetary relief, or what monetary relief an individual is entitled to is not appealable to any court or other tribunal.

5. After deduction of all fees and costs provided by paragraph 29 of the Stipulation and based upon the Claims Administrator's final Payment Determinations, the Claims Administrator shall calculate the amounts to be paid to each Plaintiff for Settlement of their claims based upon the following schedule:

(a) Plaintiffs Corinne Vargas, Kisha Trent, Annie Smith, and R.G. each shall receive compensation in the amount of \$20,000.

(b) Those Class members, not identified in paragraph (a), who applied and were informed of a date on which they would be interviewed by Smithtown or its agents or employees in regards to determining their eligibility for the Section 8 Program, whether or not the Class member was actually interviewed and whether or not the interview appointment was rescinded, shall receive compensation in the amount of \$10,000 per Class member.

(c) Those Class members, not identified in paragraphs (a) or (b), who were on the 2002 Smithtown Section 8 Waitlist shall receive compensation in the amount of \$1,000 per Class member.

(d) Those Class members, not identified in paragraphs (a), (b), or (c), who were on the 2006 Smithtown Section 8 Waitlist and whose number has been passed by Smithtown shall receive compensation in the amount of \$400 per Class member.

6. If, after deduction of all fees as provided by paragraph 29 of the Stipulation and after the Close of the Application Period and the Close of the Appeal Period, the Settlement

Fund does not contain sufficient funds to pay claims based upon the above schedule, the Class members shall receive compensation based upon their category as described in paragraph 5 and the ratios concerning amount of compensation embodied in paragraph 5, such that any individual Class member identified in paragraph 5(a) shall receive compensation that is 2 times the compensation received by any individual Class member identified in paragraph 5(b); any individual Class member identified in paragraph 5(c) shall receive compensation that is one-tenth of the compensation received by any individual Class member identified by paragraph 5(b); and any individual Class member identified in paragraph 5(d) shall receive compensation that is four-tenths of the compensation received by any individual Class member identified by paragraph 5(c).

7. Within twenty (20) days following the Close of the Application Period and the Close of the Appeal Period, the Claims Administrator shall provide the Escrow Agent with written notification of its final determination of Class members entitled to monetary relief and the payment each person shall receive. Within twenty (20) days after the Claims Administrator's delivery of this notification, the Escrow Agent shall deliver to the Claims Administrator checks made out to each of these persons in the amounts determined by the Claims Administrator.

8. If a potential Class member submits an application seeking monetary compensation after the close of the application deadline and before all funds in the Escrow Account have been disbursed, the Claims Administrator and Lawyers' Committee will make a determination about the putative class member's eligibility for monetary relief and the amount, if any, to which the putative member may be entitled and determine whether the Class member may receive compensation despite their late application.



9. In the event that distribution checks mailed to Class members are returned, the Claims Administrator shall use reasonable efforts to deliver the returned monies to the appropriate person. After ninety (90) days, any unclaimed checks will be destroyed and the unclaimed funds will be distributed in accordance with paragraph 10.

10. In the event that, after the final determination by the Claims Administrator, there are insufficient claims to utilize all of the monies set aside in the Escrow Property, any unused monies, including any interest accrued, shall revert to an organization or organizations whose mission is advancement of fair housing and/or affordable housing in Suffolk County as designated by Plaintiffs ("Recipient Organization"). After such a determination the Claims Administrator will notify the Escrow Agent, which shall deliver a payment of the remaining Escrow Property to the Recipient Organization. within fifteen (15) days.

11. The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

SO ORDERED.

Dated: \_\_\_\_\_, 2009  
Central Islip, New York

\_\_\_\_\_  
THE HONORABLE JOANNA SEYBERT  
UNITED STATES DISTRICT JUDGE



**EXHIBIT F**  
**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT OF CLASS**  
**ACTION, AND SETTLEMENT HEARING**

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF NEW YORK**

-----	x
CORINNE VARGAS, KISHA TRENT,	:
ANNIE SMITH and R.G., on behalf of	:
themselves and all others similarly situated,	: Case No. 07-CV-5202
	: (JS)(WDW)
Plaintiffs,	:
	:
v.	:
	:
TOWN OF SMITHTOWN,	:
Defendant.	:
-----	x

**NOTICE OF PROPOSED SETTLEMENT**  
**AND FAIRNESS HEARING SCHEDULED FOR**  
**[FILL IN DATE AND TIME]**  
**LOCATED AT 100 FEDERAL PLAZA**  
**AT THE ALFONSE M. D'AMATO FEDERAL BUILDING**  
**IN CENTRAL ISLIP, NEW YORK**

**PLEASE READ ON**

**THIS SETTLEMENT MAY AFFECT**  
**YOU!**

**BECAUSE OF A LAWSUIT CALLED VARGAS V. SMITHTOWN, YOU MAY BE**  
**ABLE TO RECEIVE MONEY IF YOU ARE AFRICAN-AMERICAN OR HISPANIC**  
**AND DID OR PLAN TO APPLY TO THE SMITHTOWN SECTION 8 HOUSING**  
**VOUCHER PROGRAM**

**WE DESCRIBE WHO MAY BE ELIGIBLE TO RECEIVE THIS MONEY IN THIS**  
**MAILING — REVIEW THIS CAREFULLY**

## **ABOUT THE VARGAS V. SMITHTOWN LAWSUIT AND THE PROPOSED SETTLEMENT**

### **What is Vargas v. Smithtown ?**

Vargas v. Smithtown is the name of a lawsuit. The lawsuit claimed that the Town of Smithtown (the defendant) ran the Section 8 Housing Voucher Program (the "Program") in Smithtown in a way that discriminated against African-Americans and Hispanics. The lawsuit was brought as a class action.

A class action is a lawsuit that tries to protect the rights of a group of people instead of just one or two persons. The class is defined as:

All Black and Hispanic individuals who do not live or work in Smithtown, New York and who applied to the Smithtown Section 8 Voucher Program in 2002 or 2006 when the waitlist was opened and who subsequently were determined not eligible for the Program because they did not live or work in Smithtown.

This means that if you applied to the Smithtown Section 8 Program in 2002 or 2006, you may be a member of the class. If you are a member of this class, the Smithtown case was brought to help you.

### **What was the main policy that the lawsuit challenged?**

In Smithtown, the Section 8 Program is run by an agency, the Community Development Corporation of Long Island ("CDCLI"). CDCLI administers the program for Smithtown, at the direction of Smithtown. The main policy challenged in this lawsuit is Smithtown and CDCLI's use of a residency preference.

For example, if a Smithtown resident applied for a Section 8 voucher and a non-Smithtown resident applied, the Smithtown resident would get the Section 8 voucher first because of the local residency preference. Because most Smithtown applicants for Section 8 vouchers are white, the lawsuit claimed that the local preference policy has an illegal discriminatory effect against African-Americans and Hispanics.

The defendant has denied any wrongdoing.

### **Why does it matter if I am a class member?**

First, the plaintiffs and defendant have agreed to settle the case. This means the final settlement will bind you if you are a member of the class. Second, you may be entitled to receive a money distribution.

At this point, the settlement still has to be approved by the Judge. The Judge will hold a "fairness hearing," that gives class members the right to go to Court and tell the Judge why the settlement is fair or unfair.

**What are some of the details of the settlement?**

The settlement is complicated. Here are some of the details:

- Smithtown and its insurers will pay into the Settlement Fund.
- Smithtown may use a modified “residency preference” as follows: in administering the remainder of the 2006 waitlist, Smithtown may give vouchers to eligible applicants in the order that they appear on the Section 8 waitlist on a “one resident” to “one non-resident” basis, *i.e.*, alternating between the next eligible resident followed by the next eligible non-resident.
- Smithtown will ensure that this modified “residency preference” does not adversely impact minority applicants.

**Are there any other details to the proposed settlement?**

Yes. There are many other details. Some of them are described below:

- Smithtown agrees to provide information to all of its current employees and agents, including the Community Development Corporation of Long Island employees, involved with the Program regarding the requirements of non-discrimination set forth in the Fair Housing Act of 1968 and of Smithtown’s policy of equal housing opportunity.
- Smithtown agrees that it will provide mandatory training (the “Training”) to all of its current employees and agents involved with the Program, which shall cover the requirements of the federal Fair Housing Act, applicable local fair housing laws, Smithtown’s policy of equal housing opportunity, and the policies, operation, methods, and procedures governing the Program.
- Smithtown will affirmatively market the Section 8 Program to minority persons during the term of this settlement.
- Smithtown will inform the public of its non-discriminatory policies and its desire to serve all persons in a considerate and professional manner with respect to the Section 8 Program by displaying the local and federal fair housing posters at all offices where it conducts business.
- Smithtown shall remove any language regarding a residency preference in the Section 8 application form, in any correspondence it has with applicants on the waiting list, and in any advertising or any other public documents describing the selection process for vouchers.
- Each subsequent reopening of the waitlist shall be for at least a one-month period.
- Smithtown will revise its Administrative Plan to reflect that no applicant shall be removed from the waitlist unless: (1) the applicant requests that his or her name be

removed; (2) the applicant fails to respond to two written requests for information that indicate that a failure to respond may result in removal from the waiting list; (3) the applicant misses three scheduled appointments; or (4) the applicant does not meet Section 8 federal program eligibility criteria.

- Smithtown will revise its Administrative Plan to reflect that a voucher-holder who does not have a home within Smithtown (and is therefore not statutorily guaranteed portability rights) shall make a diligent search for housing in Smithtown during the initial 60-day term of the voucher, and shall document that search. If the voucher-holder is not able to locate suitable housing within Smithtown during that initial term, the voucher-holder will be granted full portability rights.
- Smithtown will place the non-resident applicants who were on the waitlist prior to the 2006 reopening of the waitlist or were on the 2006 waitlist and whose number has already been passed over, at the top of the current waitlist in the order they would have been assigned based on their original waitlist number.

**What do I do if I want to tell the Judge that I like the proposed settlement, or that I think the proposed settlement is unfair?**

The District Court will hold a "fairness hearing." You can go to the hearing to tell the Judge why you think the settlement is fair or unfair. After the Fairness Hearing, the Judge will decide whether the proposed settlement is fair to all the parties. If she decides it is fair, the Judge will sign the proposed settlement as an Order of the Court, and it will take effect.

The fairness hearing will be held on ### in the courtroom of Judge Joanna Seybert located in the Alfonse M. D'Amato Federal Building, 100 Federal Plaza, Central Islip, New York 11722. Any member of the class may appear at the hearing, in person or through counsel of his, her or its choice to discuss why (i) the Settlement should not be approved, (ii) a judgment dismissing the Action on the terms contained in the Stipulation should not be entered, or (iii) the Plaintiffs' attorneys should not be awarded their requested attorneys' fees and expenses.

In order to appear at the hearing, you must file with the Clerk of the Court and serve on the counsel listed below the following information:

- A written statement of all of your objection(s) and all the or reasons for those objection(s), including any briefs or affidavits in support of those objection(s), and a statement indicating whether you intend to appear at the Hearing;
- Your name, address and telephone number, or the name, address and telephone number of your counsel;
- The approximate date on which you applied for the Smithtown Section 8 Voucher Program; and
- Your race and ethnicity.

The above information must be filed with the Clerk of the Court and served on each of the following counsel:

Stacey Friedman 32nd Floor 125 Broad Street New York, New York 10004 Tel: (212) 558-4000 Fax: (212) 558-3588	Jeltje deJong Devitt Spellman Barrett, LLP 50 Route 111 Smithtown, NY 11787 (631)724-88
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You do not have to come to the hearing if you do not oppose the settlement. However, if you do not appear at the hearing, having filed and served the necessary information to do so (as discussed above), you will permanently lose your right to object to the fairness of the settlement.

**How can I decide if the settlement is fair?**

This notice gives you some information on the settlement. The good news is the settlement is comprehensive and provides a lot of help to class members. The bad news is that it has many details. We have tried to make it understandable.

If you want to review the proposed settlement, please call Berdon Claims Administration LLC at ##.

**What if I have questions about this notice?**

If you have questions about this notice or the Smithtown lawsuit, please call Berdon Claims Administration LLC at ##.

## **HOW TO GET A MONEY DISTRIBUTION**

### **Who can get a money distribution?**

To receive a money distribution, the following must be true:

1. You are an African-American or Hispanic individual;
2. You DO NOT live or work in Smithtown, New York; and

You applied to the Smithtown Section 8 Voucher Program when the waitlist was opened in 2002 or 2006.

This means that if you applied to the Smithtown Section 8 Voucher Program in 2002 or 2006 YOU MAY BE A MEMBER OF THE CLASS.

**If you think you may be eligible,  
make sure that the Claims Administrator has your  
contact information by calling Berdon Claims  
Administration LLC ("Berdon") at ### and giving them  
your contact information.**

**If you are unsure whether you are eligible, please call ###  
to find out.**

Please share this information with anyone else you know who may also have applied to Smithtown for Section 8 vouchers.

### **What if I applied for Section 8 from Smithtown but I don't remember the date I applied?**

Call Berdon Claims Administration LLC ("Berdon") at ###. Make sure the address they have on file is correct.

### **What is the procedure for getting a money distribution?**

A Claims Administrator will be responsible for (i) identifying potential Class members, (ii) providing notice of the settlement to potential Class members, (iii) making determinations as to the eligibility of potential Class members, and (iv) instructing the Escrow Agent to make distributions to Class members.



The Claims Administrator will determine whether or not a person or group of people qualify as Class members entitled to money. Individuals may appeal the Claims Administrators' distribution determination. The Claims Administrator's determination shall not be appealable to any court or other tribunal.

The Claims Administrator will determine the amounts to be paid to each Class member. If there are sufficient funds to pay all plaintiffs, payments shall be based upon the following schedule:

(a) Those Plaintiffs who applied and were informed of a date on which they would be interviewed by Smithtown or its agents or employees in regards to determining their eligibility for the Section 8 Program, whether or not the Class member was actually interviewed and whether or not the interview appointment was rescinded, shall receive compensation in the amount of \$10,000.

(b) Those Plaintiffs, not identified in paragraph (a), who were on the 2002 Smithtown Section 8 waitlist shall receive compensation in the amount of \$1,000.

(c) Those Plaintiffs, not identified in paragraphs (a) or (b), who were on the 2006 Smithtown Section 8 Waitlist and whose number has been passed by Smithtown shall receive compensation in the amount of \$400.

If there are not sufficient funds, payments may be lower.

**How will the Claims Administrator know where to contact me?**

The Claims Administrator will use the last address Smithtown had on file. Because some Class members have been on the Smithtown waiting lists for years, this may be a problem because Class members may have moved.

If you moved and did not leave a forwarding address, call Berdon Claims Administration LLC at ### and update your address.

If you moved more than 1 year ago, the request you gave to the post office to forward you mail will have expired. Call Berdon Claims Administration LLC at ### and update your address. YOU MUST MAKE SURE THAT YOUR ADDRESS IS CORRECT.

If you know someone else who may have applied to Smithtown but who may have moved since they applied, tell them to update their address with Berdon Claims Administration LLC, too.

**What if I have more questions?**

If you have questions, please call Berdon Claims Administration LLC at ###.

**EXHIBIT G**  
**ORDER AND FINAL JUDGMENT**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CORINNE VARGAS, KISHA TRENT, ANNIE SMITH and R.G., on behalf of themselves and all others similarly situated,	x	
	:	
	:	
	:	Case No. 07-CV-5202
	:	(JS)(WDW)
Plaintiffs,	:	
	:	
v.	:	
	:	
TOWN OF SMITHTOWN,	:	
Defendant.	:	
	x	

**ORDER AND FINAL JUDGMENT**

A Hearing (the "Hearing") having been held before this Court on \_\_\_\_\_, 2009, pursuant to this Court's Order, dated \_\_\_\_\_, 2009 (the "Preliminary Order"), on the Settlement set forth in the Stipulation and Agreement of Settlement, dated \_\_\_\_\_, 2009 (the "Stipulation"), and on the application for an award of attorneys' fees and expenses to the Plaintiffs' attorneys as set forth in their fee application; and due and sufficient notice of the Hearing was given in accordance with the Scheduling Order; the respective parties having appeared by their respective attorneys, and such attorneys having been heard; ["no person having objected" or "all persons objecting having been heard in opposition"] to the Settlement and the fee application; the Court having heard and considered the matters, including all papers filed in connection therewith and the oral presentations of counsel; and the Court having made its findings of fact and conclusions of law as set forth below:



IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Stipulation.
2. This Court has subject matter jurisdiction over the Action and personal jurisdiction over the Parties.
3. This action is properly maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure for the class of all African-American and Hispanic individuals who do not live or work in Smithtown, New York and who applied to the Smithtown Section 8 Voucher Program in 2002 or 2006 when the waitlist was opened and who subsequently were determined not eligible for the Program because they did not live or work in Smithtown.
4. The form and manner of notice given to the Class, as previously approved preliminarily by the Court in the Preliminary Order, are hereby determined to have been the best notice practicable under the circumstances and constitute due and sufficient notice to all persons entitled to receive such notice in compliance with the provisions of Rule 23(e) of the Federal Rules of Civil Procedure and the requirements of due process. A full opportunity has been offered to Class Members to object to the Settlement and the fee application and to participate in the Hearing.
5. The Settlement, and all transactions preparatory or incident thereto, are found to be fair, reasonable, adequate and in the best interests of all Plaintiffs and members of the Class, and the Settlement is hereby approved. The Parties are hereby ordered to comply with and to consummate the Settlement in accordance with the terms and provisions of the Stipulation, the terms of which shall become a part of this Order.

6. This Order and Final Judgment shall not constitute any evidence or admission by any party to the Action that any acts of wrongdoing have been committed by any of the Parties and should not be deemed to create any inference that there is any liability therefor.

7. The Court shall reserve continuing and exclusive jurisdiction (a) over implementation of the settlement pursuant to further orders of the Court; (b) over the action until each and every act agreed to be performed by the Parties hereto shall have been performed pursuant to this Settlement Agreement, including the implementation and administration of the Settlement Fund; (c) over enforcement, construction and interpretation of this Settlement Agreement and any subsequent related agreements; (d) over the Parties hereto for the enforcement of any continuing obligations hereunder; and (e) for ten years from the date of Court Approval of all changes to the Section 8 Program.

8. Counsel for Plaintiffs are hereby awarded \$\_\_\_\_\_ for attorneys' fees and expenses incurred in the prosecution of the Action, which fees the Court finds to be fair and reasonable and which shall be paid to counsel for Plaintiffs in accordance with the terms of the Stipulation.

SO ORDERED.

Dated: \_\_\_\_\_, 2009  
Central Islip, New York

\_\_\_\_\_  
THE HONORABLE JOANNA SEYBERT  
UNITED STATES DISTRICT JUDGE