IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

Dewanna Johnson, et al., Plaintiffs,	*	
	*	Case No. 4:25-CV-00418-ALM
v.	*	Judge Mazzant
Providence Homeowners Association, et al., Defendants.	*	

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT WITH DEFENDANT PROVIDENCE HOMEOWNERS' ASSOCIATION AND BRIEF IN SUPPORT

TABLE OF CONTENTS

I. INTRODUCTION……...1
II. ARMS LENGTH NEGOTIATION OF THE SETTLEMENT……2
III. THE PROPOSED SETTLEMENT CLASSES MEET THE ELEMENTS OF RULE 23 AND OTHER REQUIREMENTS FOR CERTIFICATION OF CLASSES FOR SETTLEMENT……3
A. The Damages Settlement Class……4
1. Monetary Relief and other terms of the Damages Settlement Class……..4
2. The Damages Settlement Class Representatives have standing to represent the Damages Settlement Class
3. The Damages Settlement Class meets the Rule 23(a) requirements……....6
4. The Common Questions Predominate and Class Certification is a Superior Method over Individual Lawsuits……8
5. The Damages Settlement Class is fully ascertainable……..9
B. The Injunctive Relief Settlement Class……9
1. The Injunctive Relief Settlement Class Representatives have standing to represent the Injunctive Relief Settlement Class……...10
2. The Injunctive Relief Settlement Class meets the Rule 23(a) requirements and is ascertainable……..11
3. The Injunctive Relief Settlement Class Meets the Rule 23(b)(2) requirements……...12
IV. ATTORNEYS' FEES AND COSTS……..12
V. CASE CONTRIBUTION AWARDS……12
VI. RELEASES……..……..14

VII. NOTICE PROCESS FOR NOTICE TO BOTH SETTLEMENT CLASSES……...14
A. Notice to the Damages Settlement Class Members……...14
B. Notice to the Rule 23(b)(2) Injunctive Relief Settlement Class……...……15
C. The Notices to Both Settlement Classes should be Approved……...16
VIII. THE SETTLEMENT AGREEMENT MEETS THE REQUIREMENTS FOR APPROVAL UNDER RULE 23(e)……...16
A. The Court Should Find that the Settlement is Fair under Rule 23(e)(2) and the *Reed* Factors……...17
1. Adequacy of Class Counsel and Representatives……..18
2. Good-faith, Arms-Length Negotiation and Lack of Fraud or Collusion...18
3. Adequacy of Relief in Light of the Case's complexity and expense, and Plaintiffs' Probability of Prevailing on the Merits……..19
4. The Settlement Treats Class Members Equitably……..21
5. Stage of Litigation and Discovery……22
6. Opinions of Class Counsel, Class Representatives, and Absent Class Members……23
7. Adequate Notice Will Be Provided by the Proposed Settlement Administrator……23
IX. PROPOSED SCHEDULE……24
X. CONCLUSION……24
Signature……25
Certificate of Conference and Certificate of Service……26

TABLE OF AUTHORITIES

CASES

Amchem Prods., Inc. v. Windsor, 521 U.S. 591 (1997)……..……..17
Angell v. GEICO Advantage Ins. Co., 67 F.4th 727 (5th Cir. 2023)……..……8
Ayers v. Thompson, 358 F.3d 356, 369 (5th Cir. 2004)…….….20, 23
Braidwood Mgmt., Inc. v. Equal Emp. Opportunity Comm'n, 70 F.4th 914 (5th Cir. 2023)……9, 11
Burnett v. CallCore Media, Inc., 2024 WL 3166453, (S.D. Tex. June 25,2024)……24
Chavez v. Plan Benefit Services, Inc., 108 F.4th 297 (5th Cir. 2024)……...…...…..5, 8, 10
Corrente v. Charles Schwab Corporation, 2025 WL 3268923 (E.D. Tex. Nov. 24, 2025)……..……..13, 21
Corrente v. Charles Schwab Corporation, 2025 WL 3270219 (E.D. Tex Nov. 24, 2025)……...…….16, 17
Feder v. Elec. Data. Sys. Corp., 429 F.3d 125 (5th Cir. 2005)……..……8
Frey v. First Nat. Bank Sw., 602 F. App'x 164 (5th Cir. 2015)……..……9
In re Deepwater Horizon, 739 F.3d 790 (5th Cir. 2014)……7
In re Pool Prods. Distrib. Mkt. Antitrust Litig., 310 F.R.D. 300 (E.D. La. 2015)……...16
Jenkins v. Trustmark Nat. Bank, 300 F.R.D. 291 (S.D. Miss. 2014)…….....13, 22
Kostka v. Dickey's Barbecue Restaurants, Inc., 2022 WL 16821685 (N.D. Tex. Oct. 14, 2022), report and recommendation adopted, 2022 WL 16821665 (N.D. Tex. Nov. 8, 2022)……...18

McCumber v. Invitation Homes, Inc., 2024 WL 4183526 (N.D. Tex. July 30, 2024)……..…..22
Mullane v. Cent. Hanover Bank & Tr. Co., 339 U.S. 306 (1950)…….……23
Mullen v. Treasure Chest Casino, LLC, 186 F.3d 620 (5th Cir. 1999)……...7
Reed v. Gen. Motors Corp., 703 F.2d 170 (5th Cir. 1983)…….17, 19, 20, 22, 23
San Antonio Hispanic Police Officers' Org., Inc. v. City of San Antonio, 188 F.R.D. 433 (W.D. Tex. 1999)…….....7
Shaw v. Toshiba Am. Info. Sys., Inc., 91 F. Supp. 2d 942 (E.D. Tex. 2000)……13, 22
Vaughn v. Am. Honda Motor Co., 627 F. Supp. 2d 738 (E.D. Tex. 2007)…….19
Village of Arlington Heights v. Metro. Hous. Dev. Corp., 429 U.S. 252 (1977)……..8
Wilson v. Frontier Commc'ns Parent, Inc., 2025 WL 2421373, (N.D. Tex. June 20, 2025), report and recommendation adopted, 2025 WL 2419872 (N.D. Tex. Aug. 20, 2025)……...16

STATUTES

42 U.S.C. § 3602(i)……..9
24 C.F.R. § 5.601…….5
24 C.F.R. § 5.609(b)(25)……..5

RULES

Fed. R. Civ. P. 23…….Throughout
Fed. R. Civ. P. 23(c)(2)(A)……...16, 24
Fed. R. Civ. P. 23(c)(2)(B)……...16, 24
Fed. R. Civ. P. 23(e)……...3, 16
Fed. R. Civ. P. 23(e)(1)……..23
Fed. R. Civ. P. 23(e)(2)……..17
Fed. R. Civ. P. 23(e)(2)(C)……19
Fed. R. Civ. P. 23(e)(2)(C)(i)…….20
Fed. R. Civ. P. 23(e)(2)(C)(ii)……21
Fed. R. Civ. P. 23(e)(2)(C)(iii)…….. 21
Fed. R. Civ. P. 23(e)(3)……..17
Fed. R. Civ. P. 30(b)(6)……..20

I. INTRODUCTION

Plaintiffs DeWanna Johnson, Sheilla Nathan, Alonzo Tutson, Evora Sykes, Chanell Hobbs, Revisha Silas, and Evette Townsend, individually, and on behalf of others similarly situated (collectively "Plaintiffs"), respectfully move, pursuant to Fed. R. Civ. P. 23, for an Order certifying the proposed two Settlement Classes and preliminarily approving the proposed Settlement Agreement with Defendant Providence Homeowners' Association ("PHOA"), as well as the proposed Notices, Claim Form, and Claims Process. Defendant FirstService Residential Texas, Inc. ("FirstService") is not a party to this settlement and has not entered into a settlement agreement.

In June 2022 and June 2024, Defendants PHOA and First Service (collectively, "Defendants") adopted and implemented policies that restricted the ability of renters using Section 8 Housing Vouchers ("voucher") to rent homes in Providence Village, Texas. Plaintiffs allege that these policies intentionally discriminated against Black voucher renters, who comprise the majority of Housing Choice Voucher recipients in Providence Village, and that Defendants' actions created a racially hostile environment in violation of the Fair Housing Act. Defendants deny all liability and wrongdoing.

Plaintiffs were residents of PHOA when it adopted its June 2022 policy prohibiting the rental of homes to voucher tenants and other rental restrictions ("Rental Rules") that prohibited all leases providing for rental using the Section 8 voucher program. This applied to all current voucher tenants immediately. Six of the individual Plaintiffs moved out of PHOA as a result of the Rental Rules. One Plaintiff, Ms. Johnson, initially feared that she would have to move out of PHOA and looked for homes that would accept her voucher for part of her rent, but Ms. Johnson managed to stay in the PHOA by purchasing her home through the voucher homeownership program.

Plaintiffs filed administrative complaints with the U.S. Department of Housing and Urban Development ("HUD") alleging that the voucher ban and the accompanying racial hostility violated the Fair Housing Act. On January 14, 2025, HUD issued a Charge of Discrimination against PHOA based on 53 administrative complaints, including those filed by Plaintiffs. HUD referred the Charge to the U.S. Department of Justice for litigation; however, HUD later withdrew the referral, and DOJ did not file suit. This lawsuit followed.

After extensive arm's-length negotiations, Plaintiffs and Defendant PHOA have reached a proposed Settlement that is fair, reasonable, and adequate to the Settlement Class members. The Settlement seeks to certify two Settlement Classes: (1) a Fed. R. Civ. P. 23(b)(2) Injunctive Relief Class and (2) a Fed. R. Civ. P 23(b)(3) Damages Class of voucher tenants. The Injunctive Relief Settlement Class requires PHOA to change challenged Rental Rules, to engage in Fair Housing training for its Board, and to establish a process for complaints of racial hostility in the PHOA neighborhood. The Damages Settlement Class establishes a cash fund of $567,250 that will be used to pay: (1) $2,024 to each Damages Settlement Class Member; (2) all Settlement Administration costs; (3) case contribution awards of $12,976 for the individual seven Plaintiffs in addition to the settlement damages amount; and (4) $100,000 in settlement agreement attorneys' fees and costs. Plaintiffs respectfully submit that the proposed Settlement provides substantial relief to the two proposed Settlement Classes is fair, reasonable, and adequate to the proposed class members, and they warrant preliminary approval.

II. ARMS LENGTH NEGOTIATION OF THE SETTLEMENT

PHOA and the Plaintiffs attended mediation before a neutral mediator on March 9 and 10, 2026. The mediation, in an effort to obtain a global settlement, also included the plaintiffs from

the McKinney Housing Authority lawsuit and the Denton Housing Authority lawsuit.[1] Although the matter did not resolve during those sessions, the Johnson Plaintiffs and PHOA along with the McKinney Housing Authority and Denton Housing Authority continued settlement discussions through the mediator. Defendant FirstService did not participate in further mediation discussions after the initial March 9 and March 10 mediation session.

The Johnson Plaintiffs and PHOA and the McKinney Housing Authority and Denton Housing Authority returned to mediation on May 20, 2026, and reached an agreement in principle in the three pending cases.[2] As part of this global settlement, the Johnson Plaintiffs and PHOA reached a settlement in principle for the individual Johnson Plaintiffs and for the proposed two Settlement Classes. Plaintiffs and PHOA thereafter diligently worked to execute the proposed Settlement Agreement to settle all claims with Defendant PHOA, subject to the Court's approval under Fed. R. Civ. P. 23(e).

III. THE PROPOSED SETTLEMENT CLASSES MEET THE ELEMENTS OF RULE 23 AND OTHER REQUIREMENTS FOR CERTIFICATION OF CLASSES FOR SETTLEMENT

Plaintiffs and PHOA have reached a proposed class settlement that resolves Plaintiffs' claims against PHOA. The proposed Settlement provides for certification of two separate Settlement Classes. The Rule 23(b)(3) Damages Settlement Class of voucher tenants provides meaningful monetary relief to Damages Settlement Class Members and the settlement provides

[1] The cases *McKinney Housing Authority v. Providence Homeowners Association, Inc., et al,* Case No. 4:25-cv-00467, (E. D. Tex) (Judge Mazzant) and *Denton Housing Authority v. Providence Homeowners Association, Inc., et al,* Case No. 4:25-cv-00774, (E. D. Tex.) (Judge Mazzant) were later consolidated by Court Order with this case. Dkt. # 144.

[2] Defendant FirstService did not participate in these settlement discussions.

for notice to the class and an efficient claims process. The Rule 23(b)(2) Injunctive Relief Settlement Class provides substantial injunctive relief that changes the remaining rental rules that make leasing to voucher tenants difficult and other relief. The settlement also provides for a separate Notice of the Settlement to the Rule 23(b)(2) Injunctive Relief Settlement Class. The Settlement Classes exclude the McKinney Housing Authority and the Denton Housing Authority, each of which filed separate litigation against the PHOA.

A. The Damages Settlement Class

Plaintiffs request certification of a Damages Settlement Class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3):

> All Housing Choice Voucher tenants who reside or resided in Providence Village at the time of the enactment of the ban on vouchers and other rental restrictions, including tenants who subsequently moved out of PHOA, who were and are impacted by PHOA's ban on vouchers and/or the rental restrictions and/or the racially hostile living environment for whom an award for damages is sought.

1. Monetary Relief and other terms of the Damages Settlement Class

The Settlement establishes a non-reversionary Settlement Fund of $567,250. Subject to Court approval, the Settlement Fund will be used to pay: (1) benefits to eligible Damages Settlement Class Members; (2) all Settlement administration costs; (3) Court-awarded attorneys' fees and costs pursuant to the Settlement amount; and (4) case contribution awards to the Named Plaintiffs.

PHOA will fund the Settlement by depositing the full Settlement Fund into an escrow account established by the Settlement Administrator within ten (10) days after the Effective Date. The Settlement Administrator will then distribute monetary relief to eligible Rule 23(b)(3) Damages Settlement Class Members who timely submit complete approved claim forms.

Only the voucher tenants who resided in PHOA as of May 31, 2022, and submit an approved claim will receive approximately $2,024 per voucher. Any award from the Class Settlement Fund shall be made solely to the voucher holder associated with the voucher used to lease a rental unit in PHOA.

The Settlement also provides accessible payment options. Damages Settlement Class Members may elect to receive payment through an approved electronic payment method by providing the necessary information to the Settlement Administrator or by check by mail at the address they provide during the claims process.

The monetary awards are damages payments arising from this civil rights settlement. Consistent with 24 C.F.R. §§ 5.609(b)(25) and 5.601, the Settlement provides that these payments shall not be treated as income by HUD or any housing authority for purposes of determining eligibility for Housing Choice Voucher assistance or calculating a tenant's rent obligations under the Housing Choice Voucher Program.

Additionally, the Settlement provides that the Settlement Fund will be exhausted. If any residual funds remain after the claims process concludes, those funds will be distributed to a Court-approved *cy pres* recipient in accordance with the Settlement Agreement.

2. The Damages Settlement Class Representatives have standing to represent the Damages Settlement Class

The Fifth Circuit Court of Appeals requires that the class representatives have standing to pursue the claims of themselves and of the class members. *Chavez v. Plan Benefit Services, Inc*., 108 F.4th 297, 307-09, 311 (5th Cir. 2024). The standing requirement is met under either of the tests set for standing by the Fifth Circuit: 1) the class representatives have standing to pursue their own claims and thus if the class elements are met the representatives have standing to represent that class; or 2) the class members must have the same standing as the class representatives. *Id.* at

307-308. The two class representative Plaintiffs are Ms. Sheilla Picon (formerly Nathan) and Ms. Dewanna Johnson. The two class representatives for the Damages Settlement Class have standing on their own to pursue to alleged claims against the Defendants as they 1) can identify actual injury from the Rental Rules including the voucher ban (their voucher leases were impaired and made illegal by the voucher ban and the other rental rules, the fear of losing a voucher subsidized lease compelled them to search for alternative housing, and both were required to spend money in order to obtain alternative housing); 2) the injury is traceable to the enactment of the voucher ban and the other rental rules, and 3) a remedy can be provided for the injuries. In addition, these are the same injuries as the Damages Settlement Class members. Eighty class members moved from Providence Village during the time the voucher ban was an enacted policy. Other class members engaged in a search for alternative housing, whether they were able to mover or not. The two class representatives have been injured by the voucher ban which caused them to alter their lives. One class representative, Ms. Picon, moved as a result of the voucher ban, and the other class representative, Ms. Johnson, feared having to move during the time the voucher ban was in effect and incurred the costs of changing her voucher from a rental voucher to a homeownership voucher. These injuries are being remedied through a settlement class for damages. These elements of standing are the same elements of standing that the voucher tenants residing in PHOA as of the date of the enactment of the June 2022 voucher ban and other rental rules faced.

3. The Damages Settlement Class meets the Rule 23(a) requirements

The Damages Settlement Class meets the Fed. R. Civ. P. 23(a)(1) numerosity requirement. The Housing Authority responses to the FirstService subpoena requests show that there were 180 voucher tenants residing in PHOA as of the date the June 2022 Rental Rules with ban on leasing to vouchers was enacted. *See* Plaintiffs' Exhibit 10 admitted at July 20, 2026 hearing on FSR class

certification. Classes in excess of 100 individuals are "within the range that generally satisfied the numerosity requirement." *Mullen v. Treasure Chest Casino, LLC*, 186 F.3d 620, 624 (5th Cir. 1999).

The Fed. R. Civ. P. 23(a)(2) common questions of law and fact are met for the Damages Settlement Class of voucher tenants in PHOA. Commonality can be satisfied by an "instance of the defendant's injurious conduct, even when the resulting injurious effects—the damages—are diverse." *In re Deepwater Horizon*, 739 F.3d 790, 810–11 (5th Cir. 2014)). Courts have routinely found commonality in cases where an entity's discriminatory policy was at issue. *See, e.g., San Antonio Hispanic Police Officers' Org., Inc. v. City of San Antonio,* 188 F.R.D. 433, 442 (W.D.Tex.1999) (determining that "[a]s long as class members are allegedly affected by a defendant's general [discriminatory] policy, and the general policy is the crux or focus of the litigation, the commonality prerequisite is satisfied"). In this case all of the Damages Settlement Class members who were PHOA voucher tenants as of the time of the enactment of the June 2022 Rental Rules have the same common questions of law and fact. These include the Defendants' enactment of the voucher ban which immediately impaired and made each voucher tenant's lease illegal in PHOA. The enactment of the Rental Rules and the failure to address the racially hostile environment are common questions of law and fact for each voucher class member. Dkt. #11-1, p. 21 HUD Charge of Discrimination.

The claims of the voucher Damages Settlement Class meet the Fed. R. Civ. P. 23(a)(3) typicality requirement. The test focuses on the similarity of the Plaintiffs' legal and remedial theories and those of the class they seek to represent. *Mullen*, 186 F.3d at 625. This test is met. The claims of the Plaintiffs concern whether Defendants' actions constitute intentional discrimination and violate the Fair Housing Act and are the same claims of each class member. Each class

member's legal claims concern the application of the common issues of fact to the factors in *Village of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252 (1977), to determine circumstantial evidence of discriminatory intent.

The representative Plaintiffs are Ms. Sheilla Picon and Ms. Dewanna Johnson, who will fairly and adequately protect the interests of the voucher Damages Settlement Class along with Class Counsel pursuant to Fed. R. Civ. P. 23(a)(4). To satisfy this prong, Plaintiffs must show: (1) the zeal and competence of class counsel (2) the Class Representatives are willing and able to protect the interests of absent class members and (3) the risk of conflicts between the named plaintiffs and the class are low. *Angell v. GEICO Advantage Ins. Co.*, 67 F.4th 727, 737 (5th Cir. 2023); *Feder v. Elec. Data. Sys. Corp.*, 429 F.3d 125, 130 (5th Cir. 2005). Here, Plaintiffs' counsel, as Class Counsel, have vigorously pursued the interests of the Class and have negotiated a settlement for the proposed settlement class. Both Plaintiff representatives have reviewed the terms of this settlement with the Class Counsel and have determined that it is fair. The class representatives have learned that there were 180 voucher tenants in PHOA at the time of the enactment of the voucher ban whose leases were immediately impaired and have agreed that all of the 180 tenants should receive an equal share of the settlement fund. The interests of the representatives are aligned with the Damages Settlement Class as they seek relief for injuries arising out of the same voucher ban enacted by Defendants that affected their ability to live in Providence Village.

4. The Common Questions Predominate and Class Certification is a Superior Method over Individual Lawsuits.

The Damages Settlement Class meets the Fed. R. Civ. P. 23(b)(3) requirements as the common questions predominate over the individual matters and class certification is a superior way to proceed. The test is to show that common issues to the class predominate. *Chavez*, 108 F.4th at 316. The legal issues of whether Defendants' actions violate the Fair Housing Act by

intentionally discriminating against Black voucher tenants is the predominate issue and is common to each class member. For the Damages Settlement Class, the award for each class member is the same.

5. The Damages Settlement Class is fully ascertainable

The Fifth Circuit requires a proposed class to meet the ascertainability requirement. *Braidwood Mgmt., Inc. v. Equal Emp. Opportunity Comm'n*, 70 F.4th 914, 933 (5th Cir. 2023). The proposed class must be adequately defined and clearly ascertainable. *Frey v. First Nat. Bank Sw.,* 602 F. App'x 164, 168 (5th Cir. 2015) to be certified. The class must have a precise definition that it is administratively feasible for a court to properly identify those entitled to relief. *Id*. The Damages Settlement Class is defined to clearly identify the members which are all voucher tenants residing in PHOA as of the date of the enactment of the June 2022 ban on vouchers and rental rules. The Housing Authority records show that there are 180 voucher tenants who meet this definition. These Housing Authority records make it administratively feasible to provide notice to this class as the emails and mailing addresses will be supplied by these three Housing Authorities for the 180 PHOA voucher tenants.

B. The Injunctive Relief Settlement Class

PHOA and the Plaintiffs also propose certification of the following Rule 23(b)(2) Injunctive Relief Settlement Class:

> All "Aggrieved persons," as defined by the Fair Housing Act, 42 U.S.C. § 3602(i), who claim to have been injured by Defendant PHOA's ban on leasing to Housing Choice Voucher tenants, owner-occupancy requirements, rental property ownership limitations or any other leasing restrictions in the PHOA enacted by the PHOA in June 2022 and 2024, and/or claim to have been injured by any alleged racial hostility, threats, intimidation and/or harassment made the basis of the claims and/or causes of action alleged in the Lawsuit.

The injunctive relief obtained for the Injunctive Relief Settlement Class includes significant changes to the Rental Rules, such as eliminating the owner occupancy rule requiring the owner to reside 24 months in the home prior to leasing; rescinding the one rent house per owner rule; limiting the rental cap for rental homes in the PHOA; a fair housing training for the PHOA Board; and a complaints process for complaints of racial harassment or discrimination in PHOA. Collectively, these provisions provide substantial injunctive relief for current and future voucher holders residing in PHOA and directly address the policies challenged in this litigation.

The members of the Injunctive Relief Settlement Class include those who are or were "aggrieved persons" under the Fair Housing Act or persons who were injured by the June 2022 or 2024 Rental Rules or racial hostility in PHOA. This includes PHOA voucher tenants, landlords who leased to voucher tenants, and other persons injured by the alleged actions. All 51 HUD Complainants (this does not include the McKinney Housing Authority or the Denton Housing Authority who filed their own lawsuits) are included in this class.

1. The Injunctive Relief Settlement Class Representatives have standing to represent the Injunctive Relief Settlement Class

The two Plaintiff class representatives have standing to represent the Injunctive Relief Settlement Class members and standing is met under either of the Fifth Circuit tests for class representatives. *Chavez,*108 F.4th at 307-09, 311. Both Ms. Picon and Ms. Johnson have demonstrated the injuries caused by the enactment of the voucher ban and rental restrictions. These injuries are the same as most of the members of the Injunctive Relief Settlement class. While there are different types of class members – voucher tenants, voucher landlords, residents – the common injury stems from the passage of the Rental Rules which was traceable to Defendants. The common

injury is relieved by the Injunctive Relief that will be implemented by the proposed Settlement Agreement.

2. The Injunctive Relief Settlement Class meets the Rule 23(a) requirements and is ascertainable

The Rule 23(a) requirements for the Injunctive Relief Settlement Class are met. The Injunctive Relief Settlement Class meets the numerosity requirements for certification. This settlement class consists of voucher tenants, voucher landlords, and residents "aggrieved" or injured impacted by the June 2022 Rental Rules and the 2024 Rental Rules. There are over 180 voucher tenants in PHOA who were immediately impacted by the voucher ban as are the voucher landlords for those tenants according to Housing Authority records. The common questions of law and fact are common to the class members. These facts are the adoption of the June 2022 Rental Rules and the failure of the Defendants to address the racially hostile environment. Dkt. #11-1, pp. 18 – 21, HUD Charge Factual Allegations. The claims of the class are typical for the settlement class members – whether these Rental Rules and actions of Defendants for failing to stop the ongoing racial hostility in PHOA violate the Fair Housing Act. Plaintiffs Ms. Picon and Ms. Johnson are fair, reasonable, and adequate class representatives as they were injured by the passing of the voucher ban and by the racially hostile living environment.

The definition of the Injunctive Relief Settlement Class is ascertainable. *See Braidwood Mgmt., Inc.*, 70 F.4th at 933. To be a member, 1) there must be an "aggrieved person" who impacted by the voucher ban or other PHOA adopted rental restrictions or by the racially hostile living environment and 2) was injured in some way by these PHOA Rental Rules and/or the racially hostile environment. For purposes of the changes to the Rental Rules required by the proposed Settlement Agreement and for the requirement of a process for complaints of racial discrimination or hostility,

the definition is easily determined by injury. The administration of the Injunctive Relief from the Settlement Agreement is by action by the Defendant PHOA. The Notice to the Injunctive Relief Settlement Class informs the members of the Injunctive Relief Settlement Class of the actions to change the rental rules and implement the other parts of the agreed upon Injunctive Relief.

3. **The Injunctive Relief Settlement Class Meets the Rule 23(b)(2) requirements**

The Rule 23(b)(2) requirement is met since the Defendant PHOA has acted on grounds generally applicable to the relief making injunctive relief appropriate to the entire class. The Defendant PHOA's actions of enacting the Rules banning vouchers and the rental restrictions is conduct applicable to all of the settlement class. The conduct of failing to address racial hostility was also applicable to the members of the Injunctive Relief Settlement nClass. HUD's Charge found that the other PHOA rental restrictions that remained in place after the voucher ban was removed have the same effect of getting rid of the voucher tenants from PHOA as the outright ban. Dkt. #11-1, pp. 20, 34. These rental restrictions are now removed with the proposed Injunctive Relief Settlement Class. In addition, the Injunctive Relief provides for a complaint process for all members of the PHOA to address complaints of discrimination and racial hostility.

IV. ATTORNEYS' FEES AND COSTS

The Settlement authorizes Class Counsel to seek an award of reasonable attorneys' fees and litigation costs in the amount of $100,000, representing 17.63% of the total Settlement Fund. Plaintiffs' Counsel are filing a separate motion for the award of these reasonable attorneys' fees.

V. CASE CONTRIBUTION AWRDS

The Settlement authorizes Plaintiffs to seek case contribution awards totaling $12,976 for each of the seven named Plaintiffs: DeWanna Johnson, Sheilla Picon, Alonzo Tutson, Evora Sykes,

Chanell Hobbs, Revisha Silas, and Evette Townsend.[3] Plaintiffs are filing a separate motion for these case contribution awards that is included in their motion for reasonable attorneys' fees. Case contribution awards compensate the named plaintiffs for services provided during the course of the litigation that have led to the benefits for the settlement classes. *Jenkins v. Trustmark Nat. Bank*, 300 F.R.D. 291, 305-306 (S.D. Miss. 2014) (award of $5,000 service award for named plaintiffs approved); *Shaw v. Toshiba Am. Info. Sys., Inc.,* 91 F.Supp.2d 942, 973 (E.D. Tex. 2000) (awards of $25,000 to each of two named plaintiffs). Courts recognize that the time and effort of the named plaintiffs and compensate them through case contribution awards. *Jenkins*, 300 F.R.D. at 306. The factors courts consider for a case contribution award are: 1) risk to the plaintiff in commencing the suit, 2) the notoriety and personal difficulties encountered; 3) time and effort spent by the individual plaintiff; 4) the duration of the litigation and 5) the benefit or lack of benefit by bring the suit. *Id*. Additional factors include: "(1) the actions the plaintiff has taken to protect the interests of the class; (2) the degree to which the class has benefitted from those actions; and (3) the amount of time and effort the plaintiff expended in pursuing the litigation." *Corrente v. Charles Schwab Corporation*, 2025 WL 3268923, *9 (E.D. Tex., Nov. 24, 2025). These case contribution awards are not inconsistent with the equitable treatment of all class members and are consistent with what other courts in the Fifth Circuit have awarded to class representatives and named plaintiffs. *Id.*

The requested case contribution awards recognize the named Plaintiffs' efforts in initiating and prosecuting this litigation and are fully justified in this class settlement. The individual named Plaintiffs' have worked hard to provide the benefits to the PHOA voucher class by actively participating in the HUD administrative proceedings by providing the HUD investigators with

[3] Because they are members of the Damages Settlement Class, Plaintiffs will also be eligible for the $2,024 damages award in addition to the case contribution award.

evidence and social media screen shots, by assisting Class Counsel throughout discovery and settlement negotiations, and by undertaking the risks and responsibilities associated obtaining the relief for the Settlement Class. The named Plaintiffs have spent significant amount of their personal time to face the personal and difficult risks associated with publicly filing HUD complaints and then this lawsuit that publicly identified them as voucher tenants. The individual case contribution awards should be granted as part of the Class Settlement.

VI. RELEASES

As consideration for the relief provided under the Settlement Agreement, Plaintiffs and each Class Member shall, as of the Effective Date of the approval of the Settlement Agreement by the Court, be deemed to release Defendant PHOA, its officers, directors, board members, successors, assigns and employees of all claims, controversies, liabilities, actions and causes of action, which were asserted or could have been asserted in this litigation against PHOA. The release specifically excludes from any release and will not release FirstService Residential Texas, Inc., Cody Watson, or any other FirstService Residential, Texas, Inc. employees from any claims in the litigation.

VII. NOTICE PROCESS FOR NOTICE TO BOTH SETTLEMENT CLASSES

The Settlement establishes a comprehensive notice process that is reasonably calculated to apprise Settlement Class Members for both the Damages Settlement Class and for the members of the Injunctive Relief Settlement Class of the pendency of the instant action, the terms of the proposed Settlement, and their rights under the Settlement.

A. Notice to the Damages Settlement Class Members

Rule 23(b)(3) Damages Settlement Class Members will be identified from the existing subpoena responses from the Denton Housing Authority, the Dallas Housing Authority, and the McKinney Housing Authority. These three housing authorities will provide the PHOA voucher

tenant names, email addresses, and mailing addresses under the Confidentiality Order solely to Plaintiffs' Counsel in this case for the purpose of providing notice to the putative class.

Within thirty (30) days after the date of entry of the Order for Notice and Hearing, the Class Settlement Administrator shall distribute a Notice, substantially in the form attached as **Exhibit A to the Settlement Agreement**, by first class mail and email to all individuals identified on the Rule 23(b)(3) Damages Settlement Class List using the most recent contact information available to the Plaintiffs, including mailing and email addresses where available. The eligibility form for a claim and the release form are included with this Exhibit A Notice. The costs of providing Notice to the Classes shall be paid from the amount allocated to the Settlement Administrator.

B. Notice to the Rule 23(b)(2) Injunctive Relief Settlement Class

Members of the Rule 23(b)(2) Injunctive Relief Settlement Class will be provided notice of the proposed Injunctive Relief Settlement. Rule 23(b)(2) Settlement Class Members will receive notice by email using the most current contact information reasonably available to the Plaintiffs' Counsel. The Injunctive Relief Settlement Class members to be noticed shall consist of the following groups: (1) the fifty-one (51) HUD Complainants identified in the January 14, 2025 HUD Charge, excluding the McKinney Housing Authority and the Denton Housing Authority; (2) owners who lease homes to voucher tenants in PHOA, as identified in the housing authorities responses to the First Service Residential 10/14/2025 subpoena[4]; and (3) Housing Choice Voucher tenants who resided in PHOA at any time between May 31, 2022 and the Effective Date of the Court's approval of the Settlement Agreement, as identified in the existing subpoena responses from the Denton Housing Authority, the Dallas Housing Authority, and the McKinney Housing Authority.

[4] *See* Plaintiffs' Exhibit 16, admitted into evidence at 7/20/2026 Class Action hearing.

The Class Settlement Administrator will distribute Notice, substantially in the form of Exhibit B, to Rule 23(b)(2) Injunctive Relief Settlement Class Members, within thirty (30) days after the date of entry of the Order for Notice and Hearing.

C. The Notices to Both Settlement Classes should be Approved

The proposed Notices explain the nature of the action, the material terms of the Settlement, the procedures for submitting a claim, requesting exclusion, or objecting to the Settlement, and the date and time of the Final Approval Hearing.

Plaintiffs respectfully submit that the proposed notice program satisfies Rule 23(c)(2)(A) and (B), Rule 23(e) and the requirements of due process and therefore request that the Court approve the proposed form and manner of notice for both of the Settlement Classes.

VIII. THE SETTLEMENT AGREEMENT MEETS THE REQUIREMENTS FOR APPROVAL UNDER RULE 23(e)

A class action lawsuit can only be settled if the court approves the terms of the settlement. Fed. R. Civ. P. 23(e). Trial court review of a class action settlement proposal is a two-step process: preliminary approval and subsequent final approval after a fairness hearing. *Wilson v. Frontier Commc'ns Parent, Inc.*, No. 3:24-CV-1418-L-BW, 2025 WL 2421373, at *5 (N.D. Tex. June 20, 2025), *report and recommendation adopted*, No. 3:24-CV-01418-L, 2025 WL 2419872 (N.D. Tex. Aug. 20, 2025). Generally, the standards at preliminary approval are not as stringent as those applied to a motion for final approval. *In re Pool Prods. Distrib. Mkt. Antitrust Litig.*, 310 F.R.D. 300, 314-15 (E.D. La. 2015). Under Rule 23(e), the Court may grant final approval of the class action settlement only after a hearing and finding that the settlement is fair, reasonable, and adequate for the class. *Corrente v. Charles Schwab Corp.*, 2025 WL 3270219 *2 (E.D. Tex. Nov. 24, 2025). The Court must find that the Fed. R. Civ. P. 23(a) and (b) requirements have been met for the proposed settlement classes as well as the Fifth Circuit's ascertainability requirement. *Id.*

at *4-*5. To give final approval, the Court must certify the settlement class, appoint class counsel and conclude the notice requirements have been met. *Id.* at *2.

The Rule 23 requirements must be met for approval of a settlement. *Amchem Prods., Inc. v. Windsor,* 521 U.S. 591, 613 (1997). As set out above, the Rule 23(a) and (b) requirements and the Fifth Circuit requirements are met for both of the proposed Settlement Classes.

A. The Court Should Find that the Settlement is Fair under Rule 23(e)(2) and the *Reed* Factors

The Court must also determine if it is likely to be able to grant Final Approval under the Rule 23(e)(2) factors. These factors include whether:

> (A) the class representative and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is adequate, taking into account:
> (i) the costs, risks, and delay of trial and appeal;
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> (iii) the terms of any proposed award for attorney's fees, including timing and payment; and
> (iv) any agreement required to be identified under Rule 23(e)(3);
> (D) the proposal treats class members equitably relative to each other.

In addition to the factors above, the Fifth Circuit requires the evaluation of the proposed settlement by the factors set forth in *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983). The "*Reed* Factors" require the court to consider: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and absent class members. *Id*. Since the Ruel 23(e)(2) and *Reed* factors overlap; courts combine them for analysis of the proposed class settlement. *Corrente*, 2025 WL 3270219 at *14. These factors demonstrate that the proposed class settlement with PHOA should be approved by the Court.

1. Adequacy of Class Counsel and Representatives

Here, the Class Members of both Settlement Classes are all potentially affected by the same PHOA Policies as the Class Representatives, and thus the Class Representatives have common interests with the Settlement Class Members. Additionally, the Class Representatives have represented the rest of the Settlement Classes by communicating with Class Counsel, participating extensively in the HUD investigation, reviewing pleadings, answering interrogatories and producing requested documents, and remaining available for consultation during settlement discussions.

Plaintiffs' counsel investigated, developed, and pursued Plaintiffs' claims vigorously and will continue to do so for the class. They are highly qualified and experienced attorneys with extensive experience in complex class action litigation, civil rights, housing discrimination, and class actions. Throughout this litigation and throughout the HUD investigation of the administrative complaints, they have zealously represented the interests of the Named Plaintiffs and putative class members; and engaged in extensive discovery, participated in depositions, and extensive document exchange. Class Counsel have also diligently pursued the interests of the both of the proposed Settlement Classes in securing a Settlement with PHOA, bringing immediate benefits, despite continued litigation with Defendant FirstService. Plaintiffs' counsel have devoted extensive time to this matter and are capable of committing the resources necessary to represent the class. As such, this factor supports Preliminary Approval of the class settlement.

2. Good-faith, Arms-Length Negotiation and Lack of Fraud or Collusion

"The Court may . . . presume that no fraud or collusion occurred between opposing counsel in the absence of any evidence to the contrary." *Kostka v. Dickey's Barbecue Restaurants, Inc.*, No. 3:20-CV-03424-K, 2022 WL 16821685, at *3 (N.D. Tex. Oct. 14, 2022), *report and recommendation adopted*, No. 3:20-CV-03424-K, 2022 WL 16821665 (N.D. Tex. Nov. 8, 2022).

Here, there was no fraud or collusion in the settlement process. Prior to the filing of this lawsuit, HUD conducted a full investigation into the 53 complaints it received after Defendants enacted the challenged Rental Rules. During the negotiations process, the PHOA and Plaintiffs had equal access to these HUD records and had exchanged initial disclosures and responses to written discovery. After two rounds of mediation with a neutral mediator, the PHOA and Plaintiffs spent weeks negotiating, drafting, and finalizing the Settlement. Additionally, the proposed Settlement (both the Injunctive Relief Settlement and the Damages Settlement) does not favor any Class Member over another, which weighs against any evidence of fraud or collusion and favors approval. *See Vaughn v. Am., Honda Motor Co.*, 627 F. Supp. 2d 738, 748 (E.D. Tex. 2007). Thus, the Court should find that Fed. R. Civ. P. 23(e)(2)(B) and the first *Reed* factor are satisfied.

3. Adequacy of Relief in Light of the Case's complexity and expense, and Plaintiffs' Probability of Prevailing on the Merits

The Rule 23(e)(2)(C) factor is the adequacy of the relief, and this factor weighs in favor of preliminary approval. First, this Settlement provides adequate relief. It guarantees Damages Settlement Class Members real relief from harms stemming from the challenged Rental Rules ban on leasing to voucher tenants in the form of a cash award of $2,024. Under the terms of the Settlement, this award may not be used in the calculation of Damages Settlement Class Members' rent obligations under the Housing Choice Voucher program and shall not be considered as income by any Housing Authority or HUD, for purposes of determining eligibility for Housing Choice Voucher assistance.

The Settlement also provides protection to the Injunctive Relief Settlement Class Members still residing in Providence Village in that Defendant PHOA has agreed, as detailed *supra*, to restrictions on its policies intended to limit the amount of rental units in Providence Village. Importantly, Injunctive Relief Settlement Class Members currently renting in Providence Village

may continue their leases, regardless of any new Rental Rules enacted by Defendant, until they decide to move. The terms of the Settlement provides the assurance that Injunctive Relief Settlement Class Members who are voucher tenants staying in Providence Village can remain in their homes without fear of similar policies pushing them out.

The costs, risks, and delay of trial and appeal considerations of Rule 23(e)(2)(C)(i) overlap with the second, fourth, and fifth *Reed* factors (complexity, length, and expense of litigating; probability of prevailing on the merits; and range of possible recovery). These factors weigh in favor of approval. The complexity, expense, and likely duration of the litigation support a finding that the Settlement is adequate. Settling avoids risks of protracted litigation. *Ayers v. Thompson*, 358 F.3d 356, 369 (5th Cir. 2004). With the anticipated additional expected costs of ongoing litigation, the reasonableness of the settlement is demonstrated. Plaintiffs anticipate substantial costs if litigation continues, including the Fed. R. Civ. P. 30(b)(6) depositions of PHOA and FirstService and deposition of Defendants' experts Both PHOA and Plaintiffs have relied on the extensive 10,000-page HUD record as well as engaged in initial disclosures and extensive document production. Extensive document production from the three Housing Authorities with voucher tenants has also been reviewed. There has been extensive discovery to merit a determination that the settlement is adequate.

While Plaintiffs are confident in the merits of their claim, especially in light of the HUD investigation and Charge against Defendants, both PHOA and Plaintiffs acknowledge the inherent risks in continued litigation. The probability of obtaining relief for the Plaintiffs and the proposed classes is also uncertain as this is a complex Fair Housing Act discrimination case. There are anticipated motions and responses to summary judgment as well as two opportunities for interlocutory appeals after class certification proceedings and summary judgment The lengthy delay before resolution of the case weighs in favor of the settlement. The proposed settlement

provides relief to both Classes without the ongoing risks of litigation and the risk of not obtaining any relief.

The proposed method of distributing the relief to the Damages Settlement Class members weighs in favor of the adequacy of the relief per Rule 23(e)(2)(C)(ii). The settlement sets forth a simplified process where the Damages Settlement Class member fills out a brief form on the website set up by the Settlement Administrator or mails it to the Settlement Administrator. Once eligibility is determined, then the Damages Settlement Class member obtains a set award.

The terms of the proposed award of attorneys' fees shows that it is only 17% of the total Damages Settlement Class Fund. This percentage weighs in favor of the reasonableness and adequacy of the relief to the proposed Damages Settlement Class members. The total attorneys' fees sought is substantially less than the relevant lodestar fee and is reasonable. *Corrente*, 2025 WL 3268923, at *7. This factor of Rule 23(e)(2)(C)(iii) is met as it shows the fairness to the class.

There are no agreements between PHOA and the Plaintiffs other than the proposed Settlement Agreement, so for the Rule 23(e)(2)(C)(iv) factor of any other agreements this is not applicable to this case.

4. The Settlement Treats Class Members Equitably

Rule 23(e)(2)(D) requires that the Settlement Proposal treats the Damages Settlement Class Members equitably relative to one another. Here, the Settlement does not improperly discriminate between any segments of the Damages Settlement Class. All Damages Settlement Class Members are eligible to make a Claim for a cash payment, subject to the proper and timely completion of Form A and validation by the Settlement Administrator. Thus, this factor also weighs in favor of Preliminary Approval. The award is the same for each Damages Settlement Class Member who completes the requisite forms for eligibility and the release.

The case contribution awards for the seven individual Plaintiffs is justified to compensate the plaintiffs for contributions and risks they incurred in bringing this litigation. These awards meet the criteria for such awards given the Plaintiffs' extensive commitment to the case and to the class. *Jenkins v. Trustmark Nat. Bank*, 300 F.R.D. 291, 305-306 (S. D. Miss 2014) (listing cases with ranges of case contribution awards for class plaintiffs from $10,000 to $25,000 each). The criteria include: the risk to the Plaintiffs to bring the case, notoriety and personal difficulties encountered, time and effort spent to achieve the results for the class, the duration of the litigation, and benefits of assisting the class. *Id* at 306. The Plaintiffs provided extensive evidence to HUD during its investigation and brought this litigation when HUD did not file suit. The factors are met for the case contribution awards. *See*, *Shaw*., 91 F. Supp. 2d at 973.

5. Stage of Litigation and Discovery

The third *Reed* factor asks the court to take into consideration "the stage of the proceedings and the amount of discovery completed." *McCumber v. Invitation Homes, Inc.,* 2024 WL 4183526, *1 (N.D. Tex. July 30, 2024). Here, Plaintiffs and PHOA had the benefit of the HUD Record and HUD Charge and Determination of Reasonable Cause for discrimination from the outset of the litigation. The 10,0000-page HUD record and the 1,000-page HUD Final Investigative Report includes interviews with the Complainants, which include Plaintiffs, and depositions of individuals crucial to this litigation such as the Property Manager of PHOA, who helped create and promulgate the Rules, as well as the PHOA Board President. The Plaintiffs and PHOA also completed written discovery and document production in the litigation as well as the exchange of expert reports and a rebuttal expert report. Thus, Class Counsel possesses "ample information" to evaluate the strengths and weaknesses of Plaintiffs' case and Defendants' defenses. *Ayers*, 358 F.3d at 369. This factor weighs in favor of approval.

6. Opinions of Class Counsel, Class Representatives, and Absent Class Members

The last *Reed* factor considers the opinions of class counsel, class representatives, and absent class members. This factor is more appropriately considered after the Damages Settlement Class Members have been issued Notice and have had a chance to respond. However, Class Counsel does not have reason to believe that there will be any objection to the Settlement terms. The proposed Class Settlement achieves important goals of the lawsuit, such as providing damages and ensuring that the voucher Class Members who wish to do so may remain in the community indefinitely. In addition, both of the Class Representatives and the Class Counsel approve of the terms. The relief provided by the Settlement is fair, reasonable, and adequate for both of the proposed Settlement Classes. As such, it should be preliminarily approved by the Court.

As all the factors under Rule 23(e) and the *Reed* factors have been satisfied, the Court should grant Preliminary Approval of the Class Settlement.

7. Adequate Notice Will Be Provided by the Proposed Settlement Administrator

Rule 23(e)(1) requires "direct reasonable notice to all class members who would be bound by" a proposed Settlement. For a Rule 23(b)(3) Damages Settlement Class, notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). The Notice should also "apprise interested parties of the pendency of the action" and provide Class Members "an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co*., 339 U.S. 306, 314 (1950).

The proposed Notice Program was thoughtfully designed to satisfy Rule 23(c)(2)(B). Every Damages Settlement Class Member shall receive individual Notice by first class mail and email to all individuals identified as a Damages Settlement Class Member. Settlement at p. 13.

Notice to the Injunctive Relief Settlement Class is proposed to be by email to voucher tenants, to voucher landlords, and to HUD complainants. Notice for the Rule 23(b)(2) class need not be as stringent as to the Damages Class as set out in Fed. R. Civ. P. 23(c)(2)(A), (B).[5]

The Notice forms are clear and straightforward. They layout the Settlement's essential terms and define the Settlement classes; clearly describe the process for receiving their Settlement award and deadlines for completing this process; disclosing how the Settlement Fund will be split; explaining the opt-out, objection, and Claim procedures and deadlines; stating the Final Approval Hearing date, time, and location; and providing Class Counsel's contact information and directing Class Members to contact them with any additional questions. See Exhibit A and Exhibit B to Settlement Agreement,

Notice programs of this sort, which utilize both first class mail and email, have been approved by courts in the Fifth Circuit. See *Burnett v. CallCore Media, Inc.*, No. 4:21-CV-03176, 2024 WL 3166453, at *3 (S.D. Tex. June 25, 2024).

IX. PROPOSED SCHEDULE

Plaintiffs respectfully request that this Court set a Fairness Hearing for final approval of the proposed Class Settlement. Deadlines for the settlement process will be determined based on the Fairness Hearing date. Plaintiffs propose that the Notice Program will begin 30 Days after the Fairness Hearing.

X. CONCLUSION

Plaintiffs respectfully request the Court: (1) grant Preliminary Approval of the Class Settlement; (2) certify for settlement purposes the two Settlement Classes, pursuant to Fed. R. Civ.

[5] Rule 23(c)(2) (A) states that for any class certified under Rule 23(b)(2), the court may direct appropriate notice to the class.

P. 23(a), 23(b)(2), 23(b)(3) and 23(e); (3) approve the Notice Program, the form of the Notices, and opt-out and objection procedures; (4) appoint Plaintiffs Ms. Dewanna Johnson and Ms. Sheilla Picon (Nathan) as Class Representatives for both settlement classes; (5) appoint Daniel & Beshara and the Legal Defense Fund as Class Counsel; (6) authorize American Legal Claims Services as the Settlement Administrator; and (7) schedule a Final Approval Hearing.

Respectfully submitted,

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Attorneys for Plaintiffs

Certificate of Conference

I certify that (1) counsel has complied with the meet and confer requirement in Local Rule CV-7(h); and (2) counsel for Defendant Providence Homeowners' Association is unopposed to this motion; counsel for Plaintiff McKinney Housing Authority and counsel for Plaintiff Denton Housing Authority are unopposed to this motion; and Defendant FirstService Residential Texas, Inc. ("FirstService") is unopposed as this motion relates to Plaintiffs' settlement with Defendant Providence Homeowners Association, Inc., with the understanding that this motion seeks no relief from FirstService, and with no waiver or admission of any kind by or on behalf of FirstService. FirstService reserves all of FirstService's substantive and procedural rights and defenses.

s/ Laura B. Beshara
Laura B. Beshara
Lead Attorney

Certificate of Service

I certify that on September 4, 2026 I electronically filed this document with the Clerk of the U.S. District Court for the Eastern District of Texas using the electronic case filing system. This was also the method of service of this document upon counsel for the other parties in this case.

s/ Laura B. Beshara
Laura B. Beshara
Lead Attorney