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.	*	

ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT AND PROVIDING FOR NOTICE

WHEREAS, a case seeking class action status for purposes of settlement approval is pending in this Court entitled *Dewanna Johnson, et al., v. Providence Homeowners Association*, et al., No. 4:25-CV-00418-ALM (the "Action");

WHEREAS, Plaintiffs Dewanna Johnson, Sheilla Nathan, Alonzo Tutson, Evora Sykes, Chanell Hobbs, Revisha Silas, and Evette Townsend have determined to settle only those claims asserted in this lawsuit against Defendant Providence Homeowners' Association, Inc., ("PHOA") with prejudice on the terms and conditions set forth in the proposed Class Settlement Agreement with PHOA covering both the proposed Rule 23(b)(3) and Rule 23(b)(2) Settlement Classes (the "Settlement Classes ") subject to the approval of this Court;

WHEREAS, Plaintiffs' proposed class action status and settlement approval is sought for the claims involving only PHOA and does not apply to the claims against Defendant FirstService Residential Texas, Inc. ("FirstService");

WHEREAS, there are two proposed classes covered by the Settlement Agreement. The first class is a Rule 23(b)(3) class for damages and the second is a Rule 23(b)(2) class for injunctive relief; and

WHEREAS, the Court has read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement and the exhibits attached thereto;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Rule 23(b)(3) Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement with PHOA, a Rule 23(b)(3) Damages Settlement Class consisting of: 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.

Excluded from the Rule 23(b)(3) Damages Settlement Class are any persons and entities who validly exclude themselves by submitting a request for exclusion that is accepted by the Court.

2. **Rule 23(b)(2) Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement with PHOA a Rule 23(b)(2) Injunctive Relief Settlement Class consisting of: All "Aggrieved persons," as defined by the Fair Housing Act, 42 U.S.C. § 3602(i), who claim to have been injured by 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.

Excluded from the Rule 23 (b)(2) Injunctive Relief Settlement Class are any persons and entities who or that validly exclude themselves by submitting a request for exclusion that is accepted by the Court.

The term "Settlement Classes" refers to both the Rule 23(b)(3) and the Rule 23(b)(2) class Settlements.

3. **Class Findings –** Solely for purposes of the proposed Settlement of this Action with PHOA, the Court finds that each element required for certification of both Settlement Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met.

For the Rule 23(b)(3) Damages Settlement Class - (a) the members of the Damages Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Damages Settlement Class which predominate over any individual questions; (c) the claims of proposed Class Representatives in the Action are typical of the claims of the Damages Settlement Class; (d) Class Representatives and Class Counsel have and will fairly and adequately represent and protect the interests of the Damages Settlement Class; (e) a class action is superior to other available methods for the fair and efficient adjudication of the Action; and (f) the Damages Settlement Class is adequately defined and clearly ascertainable.

For the Rule 23(b)(2) Injunctive Relief Settlement Class - (a) the members of the Injunctive Relief Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Injunctive Relief Settlement Class which predominate over any individual questions; (c) the claims of proposed Class Representatives in the Action are typical of the claims of the Injunctive Relief Settlement Class; (d) Class Representatives and Class Counsel have and will fairly and adequately represent and protect the interests of the Injunctive Relief Settlement Class; (e) PHOA has acted on grounds generally applicable to the

proposed Injunctive Relief Settlement Class for final injunctive relief is appropriate; and (f) the Injunctive Relief Settlement Class is adequately defined and clearly ascertainable.

4. The Court hereby finds and concludes that, pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement Classes only, Class Representatives Dewanna Johnson and Sheilla Tutson (Picon) are adequate class representatives, have standing to represent both Settlement Classes, and it appoints Johnson and Tutson (Picon) as Class Representative for both of the Settlement Classes. The Court also appoints Laura B. Beshara of Daniel & Beshara, P.C. as Lead Counsel for both Settlement Classes. The Court further appoints Michael Daniel of Daniel & Beshara, P.C., and Jason Bailey, Lauren Carbajal, Amira Perryman, and Maydrian Strozier-Lowe of the Legal Defense Fund as Class Counsel for both Settlement Classes pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

5. **Preliminary Approval of the Class Settlement** – The Court hereby preliminarily approves both Class Settlements as being fair, reasonable, and adequate to both of the Settlement Classes subject to further consideration at the Settlement Hearing to be conducted as described below.

6. **Settlement Hearing** – The Court will hold a settlement hearing (the "Settlement Hearing") on ***Wednesday, January 13, 2027, at 9:00 a.m.*** in the ***Paul Brown United States Courthouse, 101 East Pecan Street, Sherman, Texas 75090***, for the following purposes: (a) to determine whether the proposed Class Settlement Agreement is fair, reasonable, and adequate to both Settlement Classes, and should be approved by the Court pursuant to Rule 23(e); (b) to determine whether a Judgment should be entered dismissing the Action against Defendant PHOA with prejudice against Plaintiffs; (c) to determine whether the proposed - allocation for the proceeds of the Settlement Agreement is fair and reasonable and should be approved; (d) to determine whether the motion by Class Counsel for an award of attorneys' fees and for case

contribution awards for the named Plaintiffs should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement Classes. Notice of the Settlement and the Settlement Hearing shall be given to the Members of the Settlement Classes as set forth in paragraph 8 of this Order.

7. After the Settlement Hearing, the Court may adjourn the Settlement Hearing without further notice to the Settlement Classes and may approve the proposed Class Settlement with such modifications as the Plaintiffs and PHOA may agree to, if appropriate, without further notice to the Settlement Classes.

8. **Retention of Settlement Administrator and Manner of Giving Notice –** Class Counsel is hereby authorized to retain American Legal Claims Services, Inc. (the "Settlement Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement for both Settlement Classes as well as the processing of Claims under the Rule 23(b)(3) Damages Class Settlement as more fully set forth below. Notice of the Class Settlement and the Settlement Hearing shall be given by the Settlement Administrator as follows:

(a) within fifteen (15) days of the date of entry of this Order, Class Counsel will provide the Settlement Administrator with the information obtained from subpoena responses from the Housing Authority of the City of Denton, the Housing Authority of the City of McKinney, and the Housing Authority of the City of Dallas to the FirstService Residential Texas, Inc. subpoenas, including a list of Housing Choice Voucher ("voucher") holders meeting the definition of the 23(b)(3) Damages Settlement Class members set out in the Order. This information will be subject to the Agreed Stipulated Confidentiality Protective Order previously entered in this case. Dkt. # 66. In addition, Class Counsel will provide the names, the current or most recent street addresses, and the email address for the Rule 23(b)(3) Damages Settlement Class members from records from

the Housing Authority of the City of Denton, the Housing Authority of the City of McKinney, and the Housing Authority of the City of Dallas produced solely to Class Counsel pursuant to the Agreed Stipulated Confidentiality Order for the purpose of providing notice to the Rule 23(b)(3) class, Dkt. # 66. If the information provided is not sufficient for notice to the Rule 23(b)(3) Damages Settlement Class, Class Counsel is directed to obtain additional information by subpoena directed to the Housing Authorities or by other reasonable means.

(b) within fifteen (15) days of the date of entry of this Order, Class Counsel will provide the Settlement Administrator with the information obtained from subpoena responses from the Housing Authority of the City of Denton, the Housing Authority of the City of McKinney, and Housing Authority of the City of Dallas a list of PHOA voucher holders and PHOA voucher landlords meeting the definition of the Rule 23(b)(2) class members set out in the Order. In addition, Class Counsel will provide the names, the current or most recent street addresses, and email addresses for the PHOA voucher tenants and email addresses for PHOA voucher landlords from records from the Housing Authority of the City of Denton, the Housing Authority of the City of McKinney, and the Housing Authority of the City of Dallas produced solely to Class Counsel pursuant to the Agreed Stipulated Confidentiality Order for the purpose of providing notice to the Rule 23(b)(2) Injunctive Relief Settlement class. Dkt. # 66. In addition, Class Counsel will provide the Settlement Administrator with email addresses of the 51 HUD Complainants. This information will be subject to the Agreed Stipulated Confidentiality Protective Order previously entered in this case. Dkt. # 66. If the information provided is not sufficient for notice to the Rule 23(b)(2) Injunctive Relief Settlement Class, Class Counsel is directed to obtain additional information by subpoena directed to the Housing Authorities or by other reasonable means.

(c) not later than thirty (30) days after the date of entry of this Order (the "Notice Date"), the Settlement Administrator shall cause a copy of the Notice to the Damages Settlement Class and the Claim Form and the Release Form, substantially in the forms attached hereto as Exhibit A, form A and Form B, for the Rule 23(b)(3) Damages Settlement Class members to be emailed and mailed by first-class mail to potential Damages Settlement Class Members at the addresses set forth in the records provided by the Housing Authorities or in the records which the Housing Authorities caused to be provided, or who otherwise may be identified through further reasonable effort;

(d) contemporaneously with the mailing of the Notice to the Damages Settlement Class, the Settlement Administrator shall cause copies of the Rule 23(b)(3) Class Notice and the Rule 23(b)(3) Claim Form and Release to be posted on a website to be developed for the Rule 23(b)(3) Damages Settlement Class, from which copies of the Notice and Claim Form can be downloaded and the Claim Form and Release can be filled out and submitted online;

(e) not later than thirty (30) days after the date of entry of this Order (the "Notice Date"), the Settlement Administrator shall cause a copy of the Notice in Exhibit B to be sent to the members of the Injunctive Relief Settlement Class by email delivery to the potential Injunctive Relief Settlement Class Members (voucher tenants in PHOA and voucher landlords in PHOA) at the addresses set forth in the records provided by the Housing Authorities or in the records which the Housing Authorities caused to be provided, or who otherwise may be identified through further reasonable effort; and by email delivery to the HUD complainants by email addresses provided by Class Counsel.

(f) contemporaneously with the mailing of the Notice to the Injunctive Relief Settlement Class, the Settlement Administrator shall cause copies of the Rule 23(b)(2) Injunctive Relief

Settlement Class Notice to be posted on the website to be developed for the class settlements that includes the Notice and forms for the Rule 23(b)(3) t Damages Settlement Class.

(g) payment of the Settlement Administrator shall be in accordance with the Class Settlement Agreement once the proposed Class Settlement is finally approved.

9. **Approval of Form and Content of Notice** – For the Damages Settlement Class pursuant to Rule 23(b)(3), the Court: (a) approves, as to format and content, the Notice to the Damages Settlement Class, the Claim Form, and the Release attached hereto as Exhibits A and Form A and Form B, respectively; and (b) finds that the mailing and distribution of the Notice to the Damages Settlement Class and Claim Form and the Release Form (i) is the best notice practicable under the circumstances, (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Damages Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of Class Counsel's motion for an award of attorneys' fees and for case contribution awards for the named Plaintiffs, of their right to object to the Settlement, to the proposed allocation of the proceeds of the Settlement Agreement, and/or Class Counsel's motion for attorneys' fees, of their right to exclude themselves from the Damages Settlement Class, and of their right to appear at the Settlement Hearing, (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement, and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules. The date and time of the Settlement Hearing shall be included in the Notice before it is mailed. The inclusion of the website for the class settlement to be created by the Settlement Administrator shall be included in the Notice before it is sent.

For the Injunctive Relief Settlement Class pursuant to Rule 23(b)(2), The Court: (a) approves, as to format and content, Notice Exhibit B and (b) finds that the emailing and distribution of the Notice (i) is the best notice practicable under the circumstances, (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Rule 23(b)(2) Injunctive Relief Settlement Class Members of the pendency of the Action, (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Injunctive Relief Settlement, and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure. The date and time of the Settlement Hearing shall be included in the Notice before they are mailed and published, respectively. The inclusion of the website for the class settlement to be created by the Settlement Administrator shall be included in the Notice before it is sent.

10. **Participation in the Rule 23(b)(3) Settlement** – Rule 23(b)(3) Damages Settlement Class Members who wish to participate in the Settlement and to be eligible to receive a distribution from the Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein and sign the Release Form. Unless the Court orders otherwise, all Claim Forms must be submitted online or postmarked no later than one (1) year after the Notice Date. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

11. Each Rule 23(b)(3) Damages Settlement Class Claim Form submitted must satisfy the conditions set out on the Claim Form.

12. Any Rule 23(b)(3) Damages Settlement Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its right to share in the Settlement Fund; (b) shall be forever

barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Damages Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any and all of the Released Plaintiffs' Claims against PHOA's Releasees, as more fully described in the Class Settlement Agreement and Notice.

13. **Exclusion From the Rule 23(b)(3) Damages Settlement Class** – Any member of the Rule 23(b)(3) Damages Settlement Class who wishes to exclude themselves or opt out from the Damages Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any such request for exclusion from the t Damages Settlement Class must be mailed or delivered to the Court 60 days after entry of this Order; and (b) each request for exclusion must (i) state the name, address, and telephone number of the person or entity requesting exclusion, and statement of the objection, and (ii) be signed by the person or an authorized representative requesting exclusion. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above or is otherwise accepted by the Court. Only Class Members who file with the Court a written notice of objection no more than 60days after the entry of this Order preliminarily approving the class settlement may appear at the Fairness Hearing to object to the proposed class settlement.

14. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Damages Settlement Class shall not be a Damages Settlement Class Member, shall not be bound by the terms of the Settlement

or any orders or judgments in the Action, and shall not receive any payment out of the Settlement Fund.

15. Any Damages Settlement Class Member who or which does not timely and validly request exclusion from the Damages Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Damages Settlement Class; (b) shall be forever barred from requesting exclusion from the Damages Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any and all of the Defendant PHOA's Releasees, as more fully described in the Settlement Agreement and Notice.

16. **Exclusion From the Rule 23(b)(2) Injunctive Relief Settlement Class** – Any member of the Rule 23(b)(2) Injunctive Relief Settlement Class who wishes to exclude themselves or opt out from the Injunctive Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any such request for exclusion from the Injunctive Relief Settlement Class must be mailed or delivered to the Court 60 days after entry of this Order; and (b) each request for exclusion must (i) state the name, address, and telephone number of the person or entity requesting exclusion, and statement of the objection, and (ii) be signed by the person or an authorized representative requesting exclusion. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above or is otherwise accepted by the Court. Only Class Members who file with the Court a written notice of objection no more than 60 days after the entry of this Order

preliminarily approving the class settlement may appear at the Fairness Hearing to object to the proposed class settlement.

17. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Injunctive Relief Settlement Class shall not be an Injunctive Relief Settlement Class Member and shall not be bound by the terms of the Settlement or any orders or judgments in the Action.

18. Any Injunctive Relief Settlement Class Member who or which does not timely and validly request exclusion from the Injunctive Relief Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Injunctive Relief Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Judgment, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any and all of the Defendant PHOA's Releasees, as more fully described in the Settlement Agreement and Notice.

19. **Appearance and Objections at Settlement Hearing** – Any Damages Settlement Class Member or Injunctive Relief Settlement Class Member who does not request exclusion from the Settlement Class may enter an appearance in the Action at their own expense, individually or through counsel of their own choice, by filing with the Clerk of Court, by announcing their appearance in Court at the hearing for approval of the proposed Settlement Agreement, or as the Court may otherwise direct. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

20. Any Damages Settlement Class Member who does not request exclusion from the Damages Settlement Class may file a written objection to the proposed Settlement, the proposed of allocation of the proceeds of the Settlement Agreement, and/or Class Counsel's motion for an award of attorneys' fees and for case contribution awards for named Plaintiffs and may appear and show cause, if he, she, or it has any cause why the proposed Settlement, the proposed allocation of the proceeds of the Settlement Agreement, and/or Class Counsel's motion for attorneys' fees should not be approved; provided, however, that no Damages Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed allocation of the Settlement Agreement proceeds, and/or the motion for attorneys' fees and for case contribution awards for the named Plaintiffs unless that person or entity has filed a written objection with the Court, such that they are received by the Court no later than fourteen days prior to the Settlement Hearing.

21. Any Injunctive Relief Settlement Class Member who does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, and/or Class Counsel's motion for an award of attorneys' fees and for case contribution awards for named Plaintiffs and may appear and show cause, if he, she, or it has any cause why the proposed Settlement should not be approved; provided, however, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, unless that person or entity has filed a written objection with the Court, such that they are received by the Court no later than fourteen days prior to the Settlement Hearing.

22. Any objections, filings, and other submissions by the objecting Settlement Class Member must: (a) state the name, address, and telephone number of the person or entity objecting

and must be signed by the objector; and (b) contain a statement of the Settlement Class Member's objection or objections.

23. Any Settlement Class Member who does not make their objection in the manner provided herein shall be deemed to have waived their right to object to any aspect of the proposed Settlement, the proposed allocation of the proceeds of the Settlement Agreement, and Class Counsel's motion for an award of attorneys' fees and for case contribution awards for the named Plaintiffs, and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the allocation of the Settlement Agreement proceeds, or the requested attorneys' fees and for case contribution awards, or from otherwise being heard concerning the Settlement, the Allocation of the Settlement Agreement proceeds, or the requested attorneys' fees and case contribution awards in this or any other proceeding.

24. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action against PHOA other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Class Counsel Plaintiff, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Plaintiffs' Claims against any and all of PHOA's Releasees.

25. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in identifying Settlement Class Members and notifying them of the Settlement as well as in administering the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

26. **Termination of Settlement** – If the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void,

and be of no further force and effect, except as otherwise provided by the Settlement Agreement. This Order shall be without prejudice to the rights of the Individual Plaintiffs, either Settlement Class, Settlement Class Members, or PHOA, and Plaintiffs and PHOA shall revert to their respective litigation positions in the Action as they existed immediately prior to the acceptance of the settlement terms at the mediation on May 20, 2026, and proceed as provided in the Settlement Agreement.

27. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Class Settlement.

IT IS SO ORDERED.

SIGNED this 13th day of October, 2026.

AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE