

US ex rel Terry v. Wasatch Advantage Group  
Claims Administrator  
P.O. Box 43502  
Providence, RI 02940-3502

## WGU

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### UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF CALIFORNIA

*Terry, et al., v. Wasatch Advantage Group, LLC, et al., Case No. 2:15-cv-00799-KJM-DB*

**If you are or were a tenant of a Wasatch property in California at any time from April 14, 2011 to the present, and participate or have participated in the “Section 8” Housing Choice Voucher Program in connection with your tenancy at the Wasatch property, and have paid additional charges to your landlord under an Additional Services Agreement, this class action lawsuit may affect your rights.**

A federal court authorized this notice. This is not an advertisement.

You are a potential Reimbursement and/or Injunctive Relief Class member in this lawsuit.

#### PLEASE READ THIS NOTICE ENTIRELY.

- The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class action lawsuit pending before Judge Kimberly J. Mueller of the United States District Court of California (“The Court”).
- The Court has ordered that this Notice be sent to you so that you can be fully informed about the lawsuit and your rights and options in connection with it.
- Three current and former Wasatch tenants in California have brought a class action lawsuit against Wasatch and its subsidiaries (“Defendants”), arguing that Wasatch’s policy of demanding and/or collecting from their Section 8 tenants additional rent payments under its Additional Services Agreements, in excess of the tenants’ portion of the contract rent in the relevant Housing Assistance Payment (HAP) Contracts, violates Federal and California law.
- The Court has ruled that the lawsuit can proceed as a “class action” on behalf of “classes” of tenants. According to Wasatch’s records, you are potentially a member of one of the classes, called the Reimbursement Class (see Paragraph 6 below).
- The Court has not yet decided whether Wasatch did anything wrong, and Defendants contend their policy of requiring and/or collecting additional payments from Section 8 tenants under Additional Services Agreements for additional services or amenities complies with the law. There is no money available to you now, and no guarantee there will be. However, your legal rights are affected, and **you have two options at this point:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
<b>REMAIN PART OF THE REIMBURSEMENT CLASS (REQUIRES NO ACTION BY YOU AT THIS TIME)</b>	<b>Stay in this lawsuit. Keep the right to recover money in this case. Give up the right to bring your own case.</b> By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement in this case. But you may give up the right to bring your own independent lawsuit against Wasatch Advantage Group challenging its policy of demanding and/or collecting additional payments from Section 8 tenants under its Additional Services Agreements.
<b>ASK TO BE EXCLUDED FROM THE REIMBURSEMENT CLASS (REQUIRES ACTION BY JUNE 10, 2020)</b>	<b>Exclude yourself from the Reimbursement Class. Get no benefits from it. Keep the right to bring your own case.</b> If you ask to be excluded from the Reimbursement Class, you cannot recover any money through this case. But you will keep the right to bring your own case against Wasatch Advantage Group seeking reimbursement due to its challenged policy of demanding and/or collecting additional payments from Section 8 tenants under its Additional Services Agreements.

**Si necesita esta noticia en Español, favor de contactar el administrador de la Clase a 1-888-791-1286 o los abogados de la Clase en Cuestión 12.**

## BASIC INFORMATION

### 1. **Why did I get this notice?**

Wasatch's records show that you live or have lived at a Wasatch property in California at any time from April 14, 2011 to the present, you participate or have participated in the "Section 8" Housing Choice Voucher Program in connection with your tenancy at a Wasatch property, and you have paid additional charges pursuant to an Additional Services Agreement for any of the following: washers and dryers, renter's insurance, parking (covered and uncovered), garage rental, storage space rental, month-to-month lease fees, "Rent Plus" (a credit reporting service), pest and bedbug control, pet rent and other pet fees, and internet and cable services. The Court has allowed, or "certified," a class action lawsuit on behalf of Section 8 tenants who were charged such additional charges in excess of their individual portions of the contract set forth in the Housing Assistance Payment (HAP) Contracts. You have legal rights and options that you may exercise before the Court holds a trial. A trial may be necessary to decide whether the claims being made against Wasatch are valid. The Honorable Kimberly J. Mueller, a Judge in the United States District Court for the Eastern District of California, is overseeing this lawsuit. The case is called *Terry, et al., v. Wasatch Advantage Group, LLC, et al.*, Case No. 2:15-cv-00799-KJM-DB (E.D. Cal.).

### 2. **What is this lawsuit about?**

This lawsuit is about whether Wasatch's policy of requiring and/or collecting additional payments for additional services or amenities from Section 8 tenants under the company's Additional Services Agreements that are included with its leases complies with Federal and California law. Specifically, Plaintiffs claim that this policy violates Wasatch's contracts with its Section 8 tenants. Plaintiffs have additional claims under California's Consumer Legal Remedies Act and Unfair Competition Law. Defendants contend that their actions are lawful. The Court has not yet decided whether Wasatch violated the law.

You can read the Plaintiffs' Complaint at [www.gbdhlegal.com](http://www.gbdhlegal.com).

### 3. **What is a class action and who is involved?**

In class action lawsuits, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representatives are called the Plaintiffs. The persons or entities they sue (in this case, Wasatch and some of its subsidiaries) are called the "Defendants". One court resolves the issues for all Class Members. The Court has appointed the Plaintiffs' lawyers (names and contact information below) to represent the Classes.

### 4. **What are the Plaintiffs asking for?**

The Plaintiffs are asking the Court to find that Wasatch's policy of requiring and/or collecting additional payments for additional services or amenities from Section 8 tenants under the Additional Services Agreements included with its leases, in excess of the tenants' portion of the contract rent in the relevant Housing Assistance Payment (HAP) Contracts, is unlawful, and to require Wasatch to return or reimburse all payments which were unlawfully obtained. Plaintiffs are also asking for Wasatch to change its policy of demanding and/or collecting additional payments from Section 8 tenants under the Additional Services Agreements. This is called "injunctive relief." You cannot opt out of the injunctive relief sought in this case.

Plaintiffs also seek recovery of attorneys' fees, the costs of bringing the lawsuit, and interest. The Court has not yet ruled on the merits of any of the positions taken by Plaintiffs or Wasatch.

### 5. **Is there any money available now?**

No money is available now because the Court has not yet decided whether Wasatch did anything wrong, and the parties have not settled the case. There is no guarantee that money or benefits will ever be obtained as a result of this case. If they are and you do not ask to be excluded, you will be notified and will be given information about any monetary award to which you may be entitled.

## WHO IS INCLUDED IN THE LAWSUIT

### 6. **The classes of tenants**

You are receiving this notice because you are a potential member of the Reimbursement Class, which consists of Wasatch tenants who participated in the "Section 8" Housing Choice Voucher Program and paid additional rent payments, or "side payments," at any time from April 14, 2011 to the present. The two classes are:

- **Reimbursement Class:** All persons who, in the time period starting four years prior to the date of filing this Complaint through the final resolution of this matter, (1) have been tenants at any of Defendants' California properties; (2) have participated in the "Section 8" Housing Choice Voucher Program in connection with their tenancies at the California properties; and (3) have paid additional charges set forth in Additional Services Agreements in excess of their individual portions of the contract set forth in the HAP Contracts.
- **Injunctive Relief Class:** All persons who: (1) are or will become tenants at any of Defendants' California properties; (2) participate or will participate in the "Section 8" Housing Choice Voucher Program in connection with their tenancies at the California properties; and (3) pay or will pay additional charges set forth in Additional Services Agreements in excess of their individual portions of the contract rent set forth in the HAP Contracts.

**7. Can I be part of this lawsuit?**

We believe you are a member of the Reimbursement Class. If you are a member of the Reimbursement Class, you will automatically be included as a member of this class unless you take affirmative steps to exclude yourself from this case. This class consists of people who: (1) lived at a Wasatch property in California at any time from April 14, 2011 to the present; (2) participated in the “Section 8” Housing Choice Voucher Program; and (3) were charged at least one additional payment under an Additional Services Agreement. Both current and former tenants can be part of this lawsuit.

**8. I’m still not sure if I am included.**

If you are still not sure whether you are included, you can get free help by calling, writing, or emailing the lawyers in this case, at the phone number or addresses listed below in Paragraph 12.

**YOUR LEGAL RIGHTS AND OPTIONS**

**9. What happens if I do nothing at all?**

If you do nothing, you will automatically be included as a member of the Reimbursement Class, which means that you will keep the possibility of getting money from this lawsuit. If you remain part of the Reimbursement Class and the Plaintiffs obtain money as a result of either a trial or a settlement, you will be notified about how to obtain any share to which you may be entitled. If you do nothing now, regardless of whether the Plaintiffs win or lose, you will not be able to sue the Defendants as part of any other lawsuit seeking reimbursement for the additional rent payments or “side payments” at issue in this lawsuit. You will also be legally bound by all orders and judgments of the Court. If Plaintiffs lose the case, you will not be penalized or have to pay anything to Wasatch as a result.

**10. Why would I ask to be excluded?**

Members of the Reimbursement Class have the right to be excluded from the Reimbursement Class. This is also called “opting out” of the class. If you exclude yourself, you won’t get any money from this lawsuit even if Plaintiffs obtain it as a result of a trial or settlement. You will keep the right to pursue your own money claims with lawyers of your own choice, provided you pursue those claims within certain legal deadlines. If you do exclude yourself so that you can start your own lawsuit against Wasatch, you should talk to your own lawyer right away to determine any deadlines you have. You cannot opt out of the injunctive relief sought in this case.

To ask to be excluded from the Reimbursement Class, you must send an “Exclusion Request” in the form of a letter sent by mail stating that you want to be excluded from the Reimbursement Class in this case. The letter must include your name, address, telephone number, and signature. You must mail this letter postmarked by June 10, 2020 to the Claims Administrator at the following address:

US ex rel Terry v. Wasatch Advantage Group  
Claims Administrator  
P.O. Box 43502  
Providence, RI 02940-3502

**11. What is the deadline to ask to be excluded?**

If you do not want to participate in the Reimbursement Class, then you must postmark the Exclusion Request letter by June 10, 2020.

**THE LAWYERS REPRESENTING THE CLASSES**

**12. Do I have a lawyer in this case?**

The Court appointed the Plaintiffs’ lawyers in this case to represent the Classes (“Class Counsel”). Those lawyers are: Goldstein, Borgen, Dardarian & Ho in Oakland, California; Law Offices of Andrew Wolff, PC in Oakland, California; and Centro Legal De La Raza, in Oakland, California. The Court determined that these attorneys are qualified to represent the interests of the Classes in this lawsuit. More information about these firms, their practices, and their lawyers’ experience is available on their websites: [www.gbdhlegal.com](http://www.gbdhlegal.com), <http://awolfflaw.com/>, <https://centrolegal.org/>.

The following attorneys from the firms are handling the case, and you may contact them at 1-888-316-8870 or [wasatchclassaction@gbdhlegal.com](mailto:wasatchclassaction@gbdhlegal.com) with any questions you have about the case:

Laura L. Ho, Esq.  
Anne Bellows, Esq.  
GOLDSTEIN, BORGEN,  
DARDARIAN & HO  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612

Andrew Wolff, Esq.  
Tony Ruch, Esq.  
LAW OFFICES OF  
ANDREW WOLFF, PC  
1615 Broadway, 4th Floor  
Oakland, CA 94612

Jesse Newmark, Esq.  
Micaela Alvarez, Esq.  
CENTRO LEGAL DE LA RAZA  
3022 International Blvd., Suite 410  
Oakland, CA 94601

**13. Should I get my own lawyer?**

You may if you want, but you do not need to hire your own lawyer, because Class Counsel represent the Classes. For example, you can hire a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. If you hire your own lawyer, you will be responsible for the charges that lawyer requires you to pay for representing you.

**14. How will Class Counsel get paid?**

If Plaintiffs prevail at trial, Class Counsel will ask the Court to require Wasatch to pay their attorneys' fees and expenses. If there is a settlement of this case, Class Counsel will request either that Wasatch pay the fees and expenses, or that the Court allow a portion of the settlement fund to be used to pay attorneys' fees and costs. Any such award of attorneys' fees would be subject to Court approval. You will not have to pay Class Counsel any fees or expenses out of your own pocket.

**THE NEXT STEPS IN THE LAWSUIT**

**15. What happens next in the lawsuit?**

Unless the case is resolved by a settlement or legal ruling before trial, Class Counsel will have to prove the Plaintiffs' claims and money losses at a trial. The trial has not been scheduled yet. It will take place in the United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814. During the trial, the trier of fact will hear all of the evidence and reach a decision about whether the Plaintiffs or Defendants are right about the claims in the lawsuit.

**16. Do I have to come to the trial?**

You do not need to appear in court or otherwise participate in the trial to be a Class Member or to be eligible for a monetary recovery should the Plaintiffs prevail on their claims. However, it is possible that a small percentage of the Class Members may be called to testify as witnesses in either a deposition or a trial. You are welcome to attend any trial at your own expense.

**17. Will I get money after the trial?**

If the Reimbursement Class obtains money or benefits as a result of a trial or settlement, members of the Reimbursement Class will be notified about how they may qualify to receive a portion of any money or benefits obtained. We do not know how long this will take.

**GETTING MORE INFORMATION**

**18. How can I get additional information?**

You can visit the website [www.gbdhlegal.com](http://www.gbdhlegal.com) where you will find the Court's Order Certifying the Class, the Plaintiffs' Complaint, and Defendants' Answer to the Complaint. You may also contact Class Counsel at any time by calling, writing, or emailing them at the contact information in Paragraph 12, above.

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR CLERK OF THE COURT. DIRECT ALL INQUIRIES TO CLASS COUNSEL OR AN ATTORNEY OF YOUR OWN CHOOSING.**

*By order of the United States District Court for the Eastern District of California*