

# NOTICE OF CLASS ACTION SETTLEMENT

## IMPORTANT NOTICE TO CURRENT AND FORMER RESIDENTS OF CENTRAL IOWA SHELTERS AND SERVICES

A Proposed Settlement has been reached in a class action lawsuit against Central Iowa Shelters and Services (the “Defendant”). If you are an individual who falls within the Settlement Class Definition, please review this Notice, as your rights may be affected.

### YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. READ THIS NOTICE CAREFULLY.

#### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT THE CLAIM FORM BY JULY 29, 2018</b>	This is the ONLY way to receive money from the Settlement.
<b>EXCLUDE MYSELF BY JULY 29, 2018</b>	If you want to pursue your own lawsuit you must write to Class Counsel and exclude yourself from the case. You will have no right to any of the money under the Settlement.
<b>OBJECT TO THE SETTLEMENT BY JULY 29, 2018</b>	Write and send copies to the Court and Class Counsel about why you do not like the Settlement. This information will be provided to the Court for its consideration. <u>You can still be part of the Settlement and make a claim for funds from the Settlement, but you must also submit a Claim Form.</u>
<b>DO NOTHING</b>	Class Members who do not submit Claim forms will give up their rights to be part of any other lawsuit relating to the Claims.

These rights and options – and the deadlines to exercise them – are explained in this Notice.

#### I. SETTLEMENT CLASS DEFINITION

The Representative Plaintiff has filed this lawsuit and the Court has approved class certification for a group of people described as the following:

All residents and invitees of Central Iowa and Shelter Services Inc. [] property who were subject to infestation of bed bugs from the dates of November 2014 to December 01, 2015., including: (1) transients who stayed in Defendant’s dormitory, (2) veterans who lived in Defendant’s transitional housing, and/or those who rented efficiency apartments from Defendants. Current and past residents are divided into two classes: (1) those that were invitees and (2) those that signed lease agreements with Defendant.

Any and all individuals who fall within this definition are considered Settlement Class Members for purposes of this lawsuit unless they exclude themselves under procedures described below.

## **II. DESCRIPTION OF LAWSUIT**

This Class Action is known as Residents and Tenants of Central Iowa Shelter and Services, et al., v. Central Iowa Shelter and Services, Inc., Case No. LACL134297, in the Iowa District Court of Polk County.

The Representative Plaintiff for the Settlement Class is Karen Byrd. She is represented in part by LIPMAN LAW FIRM, P.C., 1454 30<sup>th</sup> Street, Unit 205, West Des Moines, IA 50266. Ms. Byrd brought this lawsuit against the Defendant on behalf of specified current and former residents and tenants of the Defendant. The Petition alleges that the Defendant violated the law because the property was constructively uninhabitable due to the bed bug infestation, and that Defendant's failure to remedy the infestation was a material breach of the implied warranty of habitability, among other allegations. Plaintiff has sued the Defendant to recover compensatory, statutory, and punitive damages. Plaintiff is also seeking attorneys' fees, costs, and interest in this lawsuit. There have been no counterclaims filed by the Defendant. The Defendant denies all allegations of wrongdoing, liability, and charges.

## **III. THE PROPOSED SETTLEMENT**

To avoid the cost, delay, and uncertainty of litigation, both parties agreed to a proposed settlement. The proposed settlement provides that the Defendant will pay an amount to each Settlement Class Member who submits a valid and timely claim. The amount paid to each Settlement Class Member submitting a valid and timely claim will be based upon a formula specified in the Settlement Agreement and will depend, among other things, upon the number of months that the person submitting the claim lived or stayed at Central Iowa Shelter and Services. The amount to be paid to each Settlement Class Member submitting a valid and timely claim will be calculated when they submit the claim, but as an approximation, you can assume that each such person would receive approximately \$400 if the Settlement Class Member stayed in the dormitory or lived alone in an apartment in Central Iowa Shelter and Services for the entire period of November 1, 2014 to December 1, 2015. Settlement Class Members who do not submit a timely and valid claim will not receive any part of the Settlement Amount.

The Settlement Agreement provides that Class Counsel can request that the Court approve reasonable attorney's fees of one-third of the settlement amount, costs, and expenses, and that the Class Representatives can request that the Court pay them for serving as a Representative Plaintiff. The Defendant has agreed not to object to those requests.

In exchange for the Settlement Amount, Settlement Class Members agree to release the Defendant and other persons falling within the definition of Released Persons in the Settlement Agreement from liability for all claims identified in the release contained in the Settlement Agreement. If you wish to obtain a copy of the Settlement Agreement, you may send your request to LIPMAN LAW FIRM, P.C., 8450 Hickman Road, Suite 16, Clive, Iowa 50325.

## **IV. HOW TO PARTICIPATE IN THE SETTLEMENT**

If you wish to share in the Settlement Amount, you must complete and submit the enclosed Claim Form no later than **JULY 29, 2018** to:

LIPMAN LAW FIRM, P.C.  
1454 30<sup>th</sup> St. Unit 205  
West Des Moines, IA 50266

Once your claim is received, the information you provided about your residence at Central Iowa Shelter and Services will be verified with their records. If it is determined that you have submitted a timely and valid claim, then you will receive a portion of the Settlement Amount. The amount you will receive if you submit a timely and valid claim will depend upon the number of months that you lived or stayed in the building during the time period November 1, 2014 to December 1, 2015 and upon a formula specified in the Settlement Agreement. The amount you would receive will not be affected by how many other persons submit claims.

After the Court has granted final approval to the Settlement, all Settlement Class Members who submit valid claims will receive a check for damages.

#### **V. RIGHT TO EXCLUDE YOURSELF FROM CLASS SETTLEMENT**

If you do not want to participate in the lawsuit then you must take steps to exclude yourself from the Settlement Class. If you decide to exclude yourself from the Settlement Class, then you will not be represented by Class Counsel.

To exclude yourself from the Settlement, you must send a letter or other written document, personally signed by you, saying that you want to be excluded from the Settlement Class. In addition to stating that you want to be excluded, be sure to include your name, address, telephone number, and the following statement:

I request to be excluded from the settlement in Residents and Tenants of Central Iowa Shelter and Services, et al., v. Central Iowa Shelter and Services, Inc. (Case No. LACL134297) (Iowa District Court of Polk County). I affirm that I was a resident or tenant of Central Iowa Shelter and Services sometime between November 1, 2014 to December 1, 2015.

You must mail your written request for exclusion POSTMARKED no later than **JULY 29, 2018** to:

LIPMAN LAW FIRM, P.C.  
1454 30<sup>th</sup> St. Unit 205  
West Des Moines, IA 50266

You cannot exclude yourself by telephone, fax, or by e-mail.

If you ask to be excluded, you will not be eligible for any money from the Settlement, and you cannot object to the Settlement. You will not be bound by anything that happens in the lawsuit.

#### **VI. THE EFFECT OF NOT FILING A CLAIM AND NOT EXCLUDING YOURSELF**

If you do nothing with respect to this Notice, then you will be considered a Settlement Class Member in this lawsuit, and you will be bound by the judgment of the Court on all issues, whether favorable or unfavorable. You will be bound by the releases contained in the Settlement Agreement. Because you chose not to file a claim, you will lose the right to participate in a share of the Settlement Fund.

#### **VII. YOUR RIGHT TO ENTER AN APPEARANCE IN THIS LAWSUIT**

As a Settlement Class Member you have a right to make an appearance, either personally or through counsel, in this lawsuit. If you choose not to make an appearance and otherwise do not exclude yourself from this lawsuit, you will be represented by Class Counsel:

Jeffrey M. Lipman  
LIPMAN LAW FIRM, P.C.  
1454 30<sup>th</sup> St. Unit 205  
West Des Moines, IA 50266  
Telephone: 515-276-3411  
Fax: 515-276-3736  
[jeff@lipmanlawfirm.com](mailto:jeff@lipmanlawfirm.com)

Steven P. Wandro  
WANDRO & ASSOCIATES, P.C.  
2501 Grand Ave., Suite B  
Des Moines, IA 50312  
Telephone: 515-281-1475  
Facsimile: 515-281-1474  
[swandro@2501grand.com](mailto:swandro@2501grand.com)

J. Barton Goplerud  
SHINDLER, ANDERSON,  
GOPLERUD, & WEESE P.C.  
5015 Grand Ridge Dr., Ste 100  
West Des Moines, Iowa 50265  
Telephone: 515-223-4567  
Facsimile: 515-223-8887  
[goplerud@sagwlaw.com](mailto:goplerud@sagwlaw.com)

## VIII. RIGHT TO OBJECT TO SETTLEMENT

If you are a Settlement Class Member and you do not exclude yourself, you can object to the Proposed Settlement if you do not like any part of it. You should give reasons in your objection why you think the Court should not approve the settlement. The Court will consider your views along with any legal support you provide. To object, you must send a written letter saying that you object to the settlement in *Residents and Tenants of Central Iowa Shelter and Services, et al., v. Central Iowa Shelter and Services, Inc.* (Case No. LACL134297). Be sure to include your name, address, telephone number, your signature, the dates you lived or resided at Central Iowa Shelter and Services, and the reasons why you object to the settlement. You or your attorney should appear at the hearing to be held at **the time and date set for the hearing by the Court.**

The objection must be mailed to the Clerk of Court and to Class Counsel, and be received no later than **JULY 29, 2018.** Please send your objection to:

Clerk of Court  
Attn: No. LACL134297  
500 Mulberry St.  
Des Moines, Iowa 50309

and

1454 30<sup>th</sup> St. Unit 205  
West Des Moines, IA 50266

### **You cannot object by telephone or by e-mail.**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you remain a member of the Settlement Class. Excluding yourself is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement, because the lawsuit no longer affects you, and you will not receive any benefits from the Settlement or be legally bound by it.

## IX. COURT'S FAIRNESS HEARING

The Court has scheduled a hearing at **10:00 a.m. on Friday, August 17, 2018** at the Polk County Courthouse, at 500 Mulberry St., Des Moines, Iowa 50309. At that hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. If you filed an objection, you or your attorney must be present at that hearing for the Court to consider it. You, or your attorney, may also speak at the hearing. After the hearing, the Court will decide whether to grant final approval of the settlement. You cannot speak at the hearing if you exclude yourself.

**X. QUESTIONS REGARDING THE SETTLEMENT**

If you have questions regarding any information in this notice, please contact the Claims Administrator at:

LIPMAN LAW FIRM, P.C.  
1454 30<sup>th</sup> St. Unit 205  
West Des Moines, IA 50266  
Telephone: 515-276-3411  
Fax: 515-276-3736  
[jeff@lipmanlawfirm.com](mailto:jeff@lipmanlawfirm.com)

**PLEASE DO NOT WRITE OR CALL THE COURT FOR INFORMATION.**