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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	C.A. No. 2024-CP-40-05868

Tammy L. Basinger and Khaylis C. Scott, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Housing Authority of the City of Columbia a/k/a Columbia Housing Authority,

Defendant.

ORDER APPROVING CERTIFICATION OF PROPOSED SETTLEMENT CLASS AND FINAL APPROVAL OF PROPOSED CLASS SETTLEMENT AND DISBURSAL OF CLASS SETTLEMENT PROCEEDS

THIS MATTER IS BEFORE THE COURT on the Plaintiffs' motion for an order certifying a settlement class in conjunction with granting final approval to a proposed class settlement. The Columbia Housing Authority ("CHA") joins in this Motion for the sole purpose of respectfully requesting that the Court grant final approval of the proposed class settlement, and does not otherwise object to other relief sought by Plaintiffs herein.

The related case of *Cedrict T. Montgomery et al. v. Housing Authority of the City of Columbia a/k/a Columbia Housing Authority*, C.A. No. 2023-CP-40-04319 (the *Montgomery* case), was consolidated by order filed April 9, 2025, into the present case for the purpose of seeking conditional and final approval of a proposed class settlement that will resolve both cases.

CHA has made clear in having joined in the motion for the limited purpose of seeking this Court's preliminary approval of the proposed class settlement agreement that it does not waive and reserves all rights and defenses, including but not limited to the defenses raised by CHA in the *Basinger* and *Montgomery* matters, as to any claimant(s), claim(s), or person(s) not covered by, or

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

who otherwise exclude themselves from, the proposed class settlement agreement and release therein.

By order filed April 9, 2025, the Court granted a conditional settlement class and preliminary approval of the proposed class settlement, notice of the settlement class certification and proposed class settlement and claim form. The deadline of September 1, 2025, for potential class members (i.e., certain former tenants of Allen Benedict Court) to file a claim or exclude themselves from the class action has now passed and the matter is ready for consideration and final approval by the Court.

A hearing for final approval of the settlement class, proposed class settlement and disbursal of settlement proceeds was held on November 24, 2025. Present at the hearing were David Proffitt, as counsel for Plaintiffs; and Charles F. Turner and Dennis J. Lynch, as counsel for CHA. Plaintiffs Tammy L. Basinger and Khaylis C. Scott, the class representatives, were present or available to the Court by telephone or video conference as needed.

CHA's funding of the proposed class settlement and, therefore, the ultimate disbursement of settlement proceeds, is subject to the necessary approvals of and authorization by the United States Department of Housing and Urban Development ("HUD"). The parties had informed the Court prior to and at the preliminary approval hearing held on April 8, 2025, and again informed the Court prior to this hearing that HUD has not yet provided such authorization, but which CHA is informed and believes is forthcoming. Plaintiffs and CHA therefore seek final approval of the class settlement, subject to all necessary HUD approvals required for the funding and disbursement of settlement proceeds as set forth therein. Should it become apparent to CHA that the necessary HUD approvals will not be received to allow for timely disbursement of the first settlement payment due thirty (30) days from the date of this Order, CHA will immediately notify the parties

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

and the Court of same, and the parties will convene in good faith to come to agreement on any adjustments in the settlement funding/payment schedule, as warranted. In such an event, if the parties, after meeting and conferring, are unable to come to agreement on adjustment of the funding/payment schedule, then they are to notify the Court, which will then take up the issue for resolution pursuant to its continuing jurisdiction over this matter.

PROCEDURAL POSTURE

Plaintiffs Tammy L. Basinger and Khaylis C. Scott filed a putative Class Action Complaint against CHA on January 23, 2019 (the *Basinger* case).[1]

Plaintiffs filed their Motion for Class Action Certification, including a memorandum in support and exhibits, on June 11, 2021. CHA opposed that motion.[2] The Honorable Jocelyn Newman heard the motion and parties' arguments at a hearing on February 8, 2022. The Court, thereafter, issued a Form 4 Statement of Judgment on March 22, 2023, denying the Motion for Class Action Certification.

Following the denial of the class action, ninety-five Plaintiffs (adults and minors) jointly filed their individual claims against CHA on August 17, 2023, in the action captioned, *Cedrict T.*

[1] The Honorable Jocelyn Newman on the joint motion of Plaintiffs and by order filed November 10, 2020, consolidated the following two cases for purposes of discovery, class certification and trial: *Tammy L. Basinger and Khaylis C. Scott, individually and on behalf of all others similarly situated v. Housing Authority of the City of Columbia a/k/a Columbia Housing Authority*, C.A. No. 2019-CP-40-00461 (filed January 23, 2019) and *Deborah Hill and Benjamin Hill, individually and on behalf of all others similarly situated v. Housing Authority of the City of Columbia a/k/a Columbia Housing Authority*, C.A. No. 2019-CP-40-00802 (filed February 7, 2019). The cases were consolidated under C.A. No. 2019-CP-40-00802. Deborah Hill and Benjamin Hill stipulated to the dismissal of their Complaints without prejudice on June 18, 2021.

[2] While CHA opposed the *Basinger* Plaintiffs' motion for class certification of a *litigation* class, CHA does not object to this Court's certification of a *settlement* class that would give approval and effect to CHA's proposed settlement resolving all claims asserted against it in the *Basinger* and *Montgomery* actions and/or which could be asserted by putative settlement class members.

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

Montgomery et al. v. Housing Authority of the City of Columbia a/k/a Columbia Housing Authority, C.A. No. 2023-CP-40-02319 (the *Montgomery* case). Plaintiff subsequently amended the Complaint with the consent of CHA, filed a Motion to Amend the Complaint and the Third Amended Complaint on September 25, 2024. The Court granted the motion and the Third Amended Complaint was filed on October 3, 2024. As between the named plaintiffs in the *Basinger* class action and the individual claimants named and joined in the subsequent *Montgomery* action, 159 claimants (102 adults and 57 minors) have asserted claims against the Columbia Housing Authority, and at least 411 former putative *Basinger* class members have been identified.

On March 28, 2023, the *Basinger* Plaintiffs moved to reconsider the Court's March 22, 2023, Order denying class certification. That motion has not been addressed by the Court. The *Basinger* Plaintiffs, after the filing of *Montgomery* action, moved by consent of the parties to strike the *Basinger* case from the common pleas docket pursuant to Rule 40(j), SCRCP, and the Court granted the motion by order filed January 11, 2024.

On September 26, 2024, the *Basinger* Plaintiffs moved to by consent of the parties to restore the *Basinger* case to the common pleas docket, which motion was granted by Court Order dated September 30, 2024.

Following extensive discovery in both cases, the parties participated in two in-person mediation sessions conducted by experienced mediator Biff Sowell in late 2023 and early 2024. Following the conclusion of the in-person mediation sessions, the parties continued extensive and protracted arm's length settlement negotiations spanning the following weeks via telephone conferences, with Mr. Sowell continuing to mediate those discussions. After multiple lengthy telephone conference negotiations and numerous exchanges of proposed material terms of

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

settlement the parties reached a full and final settlement, resolving in effect all claims asserted against CHA in the *Basinger* and *Montgomery* actions, and which comprises the class settlement proposed for this Court's approval. The settlement comprises all named Plaintiffs in the *Basinger* and *Montgomery* cases and all former putative members of the *Basinger* putative class, comprising all former tenants who resided at Allen Benedict Court during the emergency evacuation of the complex in January 2019. The class settlement agreement before this Court for final approval, in sum, is the direct result of substantial efforts made by the parties, through the mediation efforts of Mr. Sowell, to ultimately reach a full and fair compromise agreement by the parties.

On April 9, 2025, the Court granted preliminary approval to the proposed class settlement and conditional settlement class certification. The Court further approved the Notice of Settlement Class Certification and Proposed Class Settlement and the Claim Form. Potential class members who were former tenants of Allen Benedict Court (other than Plaintiffs specified herein, who were deemed class members) were given a 90-day period which ended on September 1, 2025, in which to file a claim or exclude themselves from the class action.

On November 17, 2025, Veronica Olivares of CPT Group, Inc., submitted her affidavit to the parties, outlining the actions taken to provide notice to potential class members. CPT Group prepared a master list of 327 class members, including the 150 Plaintiffs who are deemed class members. CPT Group established a toll-free telephone number and a dedicated settlement website which offered links to documents including the Complaint; Preliminary Approval Order; the fully executed proposed class settlement dated February 12, 2025 and titled "Long-Form Settlement Agreement Between Plaintiffs and Housing Authority of Columbia" and incorporated by reference in the Order filed April 9, 2025 (variously referred to, herein, as proposed class settlement agreement, class settlement agreement, settlement agreement, or "Agreement"); and Class Notice

and Claim Form. Aff. of Olivares, ¶¶ 6-7, attached as EXHIBIT 1 to Plaintiff's motion. CPT Group mailed the Notice to 176 class members, and conducted a skip trace to obtain better addresses as needed. Aff. of Olivares, ¶¶ 8-9.

The deadline for settlement class members to submit a Claim Form was September 1, 2025. Ultimately, CPT Group received 41 valid claims from settlement class members. With the finalizing of the claim form approval process, the total number of claims deemed eligible for payment from the claims settlement fund is 191.. No class members opted out of the settlement or filed an objection to the settlement. Aff. of Olivares, ¶¶ 11-14. The Settlement Class that this Court certifies herein comprises all class members who meet the certified class member definition set forth herein (and also set forth in the parties' proposed class settlement agreement, which is herein approved by the Court) – whether or not they submitted a claim form, valid otherwise, to CPT Group or Plaintiffs' counsel – and who did not otherwise timely and validly exclude themselves from the Settlement Class and the proposed class settlement. All class members who did not timely and validly exclude themselves are deemed to have fully settled and released all their claims pursuant to the terms of the class settlement agreement.

CPT Group reports that forty-one class members submitted valid timely claims for payment from the settlement fund. CPT Group identifies these valid class claimants by an assigned number in EXHIBIT B attached to the Affidavit of Veronica Olivares, which is attached as EXHIBIT 1 to Plaintiff's motion. EXHIBIT 2, attached to Plaintiff's motion lists 150 class members, identified by an assigned number, who are Plaintiffs in the *Basinger* and *Montgomery* cases and are deemed to have a valid claim for payment from the class settlement fund.

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

FACTUAL BACKGROUND

The facts set forth herein are a summary of the parties' Joint Stipulation of Facts ("Joint Stipulation"), setting forth facts, contested facts and claims/defenses before the Court on the issue of class certification in the underlying *Basinger* matter, which Plaintiffs submit are common to both the *Basinger* and *Montgomery* matters and proposed settlement class.[3] In the *Basinger* and *Montgomery* matters, Plaintiffs had generally alleged that CHA negligently maintained the 244 apartments of Allen Benedict Court, in part, by failing to properly maintain, repair, and/or replace gas-operated water heaters, kitchen ranges/stoves and furnaces. Plaintiffs further alleged that, in the years prior to the incident at issue, some Allen Benedict Court Tenants reported natural gas leaks and unusual odor emissions to CHA and emergency officials; Columbia Fire Department and utility company workers responded to such reports; and in response to Tenant complaints, CHA replaced specific appliances and furnaces that Tenants had reported issues with, but did not preemptively replace appliances and furnaces throughout the apartment complex. (Joint Stip. ¶¶ 18-20.)

On the morning of January 17, 2019, Columbia police and fire officials found two tenants dead in separate apartments in Building J. (Joint Stip. ¶¶ 27-28.) The investigation and autopsies revealed both men died from carbon monoxide poisoning. All six apartments in Building J where the men died were immediately evacuated, and CHA evacuated the entire apartment complex the following day. (Joint Stip. ¶¶ 29-30, 46-47.)

[3] The Joint Stipulation was filed May 28, 2021, in the *Basinger* case (C.A. No. 2019-CP-40-00802) and is incorporated by reference.

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

CHA has asserted that it made extensive efforts to reduce the financial and logistical burden on its Allen Benedict Court Tenants by paying for temporary housing in and transportation to local hotels, providing meal vouchers and other financial assistance, and helping Tenants find permanent replacement housing after evacuation. CHA further asserted that it continued assisting Tenants and their resident family and household members until they were able to secure permanent housing. (Joint Stip. ¶ 41-45.)

In both the *Basinger* and *Montgomery* matters, Plaintiffs assert statutory violations, negligence, breach of warranty, and breach of contract causes of action against CHA. CHA denied liability, asserting, *inter alia,* that Plaintiffs' claims fail under the RLTA gross negligence standard and any damages under the RLTA are limited to the amount of rental contract. Defendant further asserted other affirmative defenses, including but not limited to arguments that Plaintiffs' claims are substantially or entirely time barred by the applicable statute of limitations. Further, CHA contended that any damages claims by Plaintiffs would have been mitigated, including through CHA's actions taken immediately following the incidents on January 17-18, 2019.

CLASS CERTIFICATION STANDARDS UNDER RULE 23, SCRCP

Plaintiffs submit, with the consent of CHA, that this settlement (memorialized in the proposed class settlement agreement) may be maintained as a settlement class pursuant to Rule 23 of the South Carolina Rules of Civil Procedure. Under Rule 23(a), SCRCP:

> One or more members of a class may sue or be sued as representative parties on behalf of all only if the court finds (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, (4) the representative parties will fairly and adequately protect the interests of the class, and (5) in cases in which the relief primarily sought is not injunctive or declaratory with respect to the class as a whole, the amount in controversy exceeds one hundred dollars for each member of the class.

Class certification is appropriate when a plaintiff satisfies these five prerequisites of Rule

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

23(a) – numerosity, common questions of law or fact, typicality of claims or defenses, adequate representation, and the amount in controversy per class member exceeds $100. *See* Rule 23(d), SCRCP.

The proponent of class certification must prove each prerequisite of certification and the failure to satisfy even one prerequisite is fatal to class certification. *Gardner v. S.C. Dept. of Revenue*, 353 S.C. 1, 20-21, 577 S.E.2d 190, 200 (2003). It is within the trial court's discretion to determine whether a class should be certified. *King v. American General Finance, Inc.*, 386 S.C. 82, 88, 687 S.E.2d 321, 324 (2009).

"[T]he class-action device saves the resources of both the courts and the parties by permitting an issue potentially affecting every [class member] to be litigated in an economical fashion under Rule 23. . . . This Court has expressed the viewpoint that class actions are favored in this state: Our state class action rule differs significantly from its federal counterpart. The drafters of Rule 23, South Carolina Rules of Civil Procedure (SCRCP) intentionally omitted from our state rule the additional requirements found in Federal Rule 23(B), Federal Rules of Civil Procedure (FRCP). By omitting the additional requirements, Rule 23, SCRCP, endorses a more expansive view of class action availability than its federal counterpart." *Grazia v. S.C. State Plastering, LLC*, 390 S.C. 562, 703 S.E.2d 197, 204 (2010).

"A court may not look to the merits when determining whether to certify a class." *King*, 386 S.C. at 88, 687 S.E.2d at 324 (citing *Tilley v. Pacesetter Corp.*, 333 S.C. 33, 508 S.E.2d 16, 20 (1998)); *see also Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 178 (1974) ("In determining the propriety of a class action, the question is not whether the plaintiff or plaintiffs have stated a cause of action or will prevail on the merits, but rather whether the requirements of Rule 23 are met.").

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

Plaintiffs submit that all prerequisites of Rule 23 are satisfied and respectfully request that this Court certify this final settlement class of former tenants and residents of Allen Benedict Court, as more fully defined herein.

NUMEROSITY REQUIREMENT

In determining whether a proposed class satisfies the numerosity requirement, the court may consider the size of the class, the nature of the action, the location of the class members, the expediency of joinder, and the practicality of multiple lawsuits. *McGlothin v. Connors*, 142 F.R.D. 626 (W.D. Va. 1992). "There is no mechanical test for determining whether in a particular case the requirement of numerosity has been satisfied. The issue is one primarily for the District Court, to be resolved in light of the facts and circumstances of the particular case." *Kelley v. Norfolk & W. Ry. Co.*, 584 F.2d 34, 35 (4th Cir. 1978). The precise number and identity of class members need not be shown for class certification; good faith and common sense estimates of the number of class members will suffice. *Brady v. Thurston Motor Lines*, 726 F.2d 136, 145 (4th Cir. 1984).

Courts, including those in South Carolina, have found that a class with as few as 18 to 30 members raises a presumption that joinder is impractical and that class certification is appropriate. *See e.g. William v. Henderson*, 129 Fed. Appx. 806, 811 (4th Cir. 2005) (indicating that a class with 30 members justifies a class); *Damerson v. Sinai Hosp. of Baltimore Inc.*, 595 F. Supp. 1404, 1408 (D. Md. 1984) (47 to 51 members sufficient and stating that a "class consisting of as few as 25 to 30 members raises the presumption that joinder would be impractical"), *aff'd in part and rev'd on other grounds*, 815 F.2d 975 (4th Cir. 1987); *Holsey v. Armour & Co.*, 743 F.2d 199, 217 (4th Cir. 1984) (between 46 and 60 putative members sufficient); *Cypress v. Newport News Gen. & Nonsectarian Hosp. Assn.*, 375 F.2d 648, 653

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

(4th Cir. 1967) (18 members were sufficient). The numerosity requirement has also been satisfied where "the number of potential plaintiffs is approximately 130" even when all lived in the same South Carolina county. *Thomas v. Louisiana-Pacific Corp.*, 246 F.R.D. 505, 509 (D.S.C. 2007) (granted class certification where all claimants were limited to Charleston County).

In this case, there are at least 244 individual tenants of Allen Benedict Court who, as of January 17, 2019, had signed a lease agreement with Columbia Housing Authority. The anticipated number of settlement class members is at least 411 people based on the publicly reported number of tenants and their resident family and household members who were evacuated on an emergency basis. (Joint Stip. ¶¶ 5, 38 and 43.) As stated above, of this estimated settlement class of at least 411 individuals, 191 individuals have been deemed eligible, with the finalizing of the claims submittal process, to receive payment from the class settlement fund. Plaintiffs submit that the proposed settlement class meets the numerosity requirement of Rule 23(a).

COMMON QUESTIONS OF FACT AND LAW

Rule 23 of the South Carolina Rules of Civil Procedure requires that the parties must show that "there are questions of law or fact common to the class." Rule 23(a)(2), SCRCP. "Commonality does not require every issue in the case to be common to all class members. Rather, commonality is met when the class shares a determinative issue." *Pope v. Heritage Communities, Inc.*, 395 S.C. 404, 421-22, 717 S.E.2d 765, 774 (Ct. App. 2011) (finding that fact the class members did not all use their condominium units in same manner did not defeat commonality, where all members would suffer loss of use during repairs of construction defects). The commonality requirement is "liberally construed" and "given . . . permissive application so that common questions have been found to exist in a wide range of contexts." *Haywood v. Barnes*, 109 F.R.D. 568, 577 (E.D.N.C. 1986); *see also McGann v. Mungo*, 287

S.C. 561, 340 S.E.2d 154, 157-58 (Ct. App. 1986) (holding that "[i]t is important to note that the subsection does not demand all questions of law and fact to be common, only that there be common issues among the class. In fact, a single common issue will suffice if it is important enough.")

Plaintiffs assert the following claims related to damages incurred by tenants and residents as a result of their emergency evacuation and eviction from Allen Benedict Court:

(1) Violations of the S.C. Residential Landlord and Tenant Act ("RLTA"), S.C. Code Ann. § 27-40-660;

(2) Violations of RLTA, S.C. Code Ann. § 27-40-610(b); and

(3) Breach of lease terms requiring CHA to maintain the premises, appliances and equipment in good and safe working condition.

The allegations regarding the breach of statutory and contractual duties all arise from the same set of operative alleged facts and, hence, the basis of Plaintiffs' claims are the same. Similarly, the alleged legal theories and remedies that would be available to each member of the proposed class are substantially similar in that they amount to statutory and contractual damages and attorney's fees. If successful in proving their allegations, the named Plaintiffs and settlement class members would receive damages related to expenses, conditions and events which occurred after the emergency evacuations.

Plaintiffs submit that the alleged facts described in the parties' Joint Stipulation would be the same facts presented at trial in every case brought by a named Plaintiff and settlement class member. Plaintiffs further submit that the types of damages alleged to have been suffered by proposed settlement class members as a result of their displacement from their homes are the same, and involve the same alleged actions, omissions, and policies, and procedures of Defendant.

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

TYPICALITY OF CLAIMS AND DEFENSES

"[C]ommonality refers to the group characteristics of the class as a whole, while typicality refers to the individual characteristics of the named plaintiff in relation to the class." *Piazza v. Ebsco Industries, Inc.*, 273 F.3d 1341, 1346 (11th Cir. 2001). To establish the typicality requirement, the claims or defenses of the representative party must be typical of the claims or defenses of the class members. *Pope v. Heritage Communities, Inc.*, 395 S.C. 404, 422, 717 S.E.2d 765, 774-75 (Ct. App. 2011) (holding that typicality requirement was met where all condominium unit owners, regardless of manner of their use, would be excluded from their property for four months while construction defects were repaired); *accord King v. American General Finance, Inc.*, 386 S.C. 82, 91, 687 S.E.2d 321, 325 (2009) (holding that typicality was met where lender failed to provide attorney preference disclosure form to borrowers, regardless of time when class members' loans attached to property).

Plaintiffs submit that, in this case, the claims or defenses of the representative parties are typical of the claims or defenses that would be fully resolved through the proposed settlement class. The claims of the named Plaintiffs are typical of the claims of members of the proposed settlement class, because they rely upon the same legal theories applicable to all class members and have suffered the same type of alleged damages arising out of Defendant's alleged wrongful conduct as described herein. Specifically, the claims of Plaintiffs and proposed settlement class members arise from Defendant's alleged failure to remedy the health, safety and habitability issues that, as alleged, resulted in the deaths of two tenants and the mass emergency evacuation of all others from the apartment complex, and Defendant's alleged liability for statutory, actual and consequential damages and attorney's fees suffered by Plaintiffs and settlement class

members as a result of Defendant's alleged actions and omissions.[4]

NAMED PLAINTIFFS

In determining whether a particular named plaintiff will adequately represent a proposed class pursuant to Rule 23(a)(4), the court must consider is whether the named plaintiffs have interests that are antagonistic or adverse to those of the rest of the class. "The kind of antagonism that will defeat the maintenance is the kind which relates to the subject matter in controversy, as when the named representative has a claim which conflicts with the economic interests of the class. The issue of whether a named plaintiff will adequately protect the interests of the class is a question of fact which depends upon the circumstances of each case." *Waller v. Seabrook Island Prop. Owners*, 300 S.C. 465, 468, 388 S.E.2d 799, 801 (1999); *see also Runion v. US Shelter*, 98 F.R.D. 313 (D.S.C. 1983) (discussing criteria to be considered in determining whether a particular named plaintiff will adequately represent a proposed class); *Sperry Rand Corp. v. Larson*, 554 F.2d 868 (8th Cir. 1977) (the kind of antagonism that will defeat the maintenance of a class action is the kind which relates to the subject matter in controversy, as when the named representative has a claim which conflicts with the economic interests of the class). The issue of whether a named plaintiff will adequately protect the interests of the class members is a question of fact which depends upon the circumstances of each case. *McGowan v. Faulkner Concrete Pipe Co.*, 659 F.2d 554 (5th Cir. 1981).

Plaintiffs submit that Plaintiffs Basinger and Scott have fairly and adequately protected the interests of the proposed settlement class and they have no economic interest which conflicts with the other class members. Plaintiffs have retained counsel competent and experienced in class

[4] CHA, in denying Plaintiffs' claims and allegations, would have continued to vigorously contest same, had the parties not reached their proposed settlement of and continued to pursue litigation of Plaintiffs claims and allegations and CHA's defenses.

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

action lawsuits. Plaintiffs have no interests antagonistic or in conflict with those of proposed settlement class members and therefore are adequate representatives for settlement class members.

AMOUNT IN CONTROVERSY

Plaintiffs submit that the amount of damages in controversy for named Plaintiffs and each member of the settlement class exceeds $100.

ADEQUACY OF COUNSEL

Plaintiffs submit that the adequacy of Plaintiffs' counsel is met in this case. Adequacy of the plaintiff's counsel is presumed in the absence of specific proof to the contrary. *See e.g. S.C. Natl. Bank v. Stone*, 139 F.R.D. 325, 331 (D.S.C. 1991). Courts generally hold that the employment of competent counsel assures vigorous prosecution. *Id.* A review of the pleadings, extensive discovery and negotiations since 2019 as well as the proposed settlement illustrate that counsel for Plaintiffs have vigorously prosecuted it. *See e.g. Central Wesleyan College v. W.R. Grace & Co.*, 6 F.3d 177, 183 (4th Cir. 1993) (vigor of representation is primary criteria for adequacy of representation).

FINAL APPROVAL OF CLASS SETTLEMENT

It is well established that South Carolina law favors class action settlements. *See S.C. Nat'l Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990). Courts will generally grant preliminary approval of a settlement when it is "within the range of possible approval" so the class can be notified of its terms. *Beaulieu v. EQ Industrial Services, Inc.*, 2009 WL 2208131, at *24 (E.D.N.C. July 22, 2009). The "within the range of possible approval" inquiry evaluates (1) the fairness of the proposed class settlement and (2) the adequacy of the proposed relief for the Class. *Id.* The proposed class settlement before the Court for final approval is within the range of possible approval.

As previously noted herein, the parties seek final approval of the proposed class settlement,

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

subject to all necessary HUD approvals, which are required for CHA to fund the settlement proceeds as set forth in the Agreement, and which approvals are still pending. As discussed above, should it become apparent to CHA that the necessary HUD approvals will not be received to allow for timely funding and disbursement of the first settlement payment due thirty (30) days from the date of this Court's final approval, CHA will immediately notify the parties and the Court of same, and the parties will convene in good faith to come to agreement on any adjustments in the settlement funding/payment schedule, as warranted. In such an event, if the parties, after meeting and conferring, are unable to come to agreement on adjustment of the funding/payment schedule, then they are to notify the Court, which will then take up the matter for resolution pursuant to its continuing jurisdiction over this matter.

The Court finds and concludes that the Agreement with Defendant is fair for the purposes of final approval. The Agreement is the product of the parties' participation in extensive information gathering, discovery and arms-length negotiations during mediation. The Agreement ultimately reached will globally resolve these matters, which have been in litigation since 2019. Accordingly, the proposed settlement agreement should be afforded a presumption of fairness. *See Brunson v. Louisiana-Pacifica Corp.*, 818 F. Supp. 2d 922, 927 (D.S.C. 2011) ("A presumption of fairness exists where: (1) the settlement is reached through arms-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.").

The Court finds and concludes that settlement provides adequate relief for the proposed class and it is given final approval. *See Jiffy Lube*, 927 F.2d at 158; *See also Brunson*, 818 F.Supp.2d at 926-927. Plaintiffs' counsel has diligently prosecuted Plaintiffs' claims since the inception of this litigation in 2019. Defendant has multiple viable affirmative defenses and arguments in opposition. Moreover, this case presents complex legal and factual issues that would

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

likely require additional fact discovery, expert witness testimony, and potential appeals at the significant expense of both parties if class settlement is not approved. The terms of the Agreement provide fair and adequate compensation to all class members for their claims while reflecting the potential difficulties Plaintiffs would face at any dispositive motions stage and, assuming the claims survive dispositive motions, proving their case at trial. Therefore, the proposed settlement terms are adequate for purposes of final approval.

The Court finds and concludes that Plaintiffs presented a practical notice plan and notice of the class settlement and claim form, and the required and sufficient notice of the conditional or preliminary settlement has been properly given to class members as defined herein, and grants final approval of same. The notice of the class settlement provided a brief summary of the lawsuits giving rise to the settlement, the class settlement terms, and a summary of the allocation plan for the settlement amount and the right of exclusion from the settlement class, so as to fully inform a potential class member of their rights in the settlement. Further, Plaintiffs' notice plan was designed to identify and provide reasonable notice to all residents of Allen Benedict Court during the time period at issue (many of whom are individual Plaintiffs already identified in the *Montgomery* matter). In short, the proposed class settlement notice and notice plan afforded both currently represented and unrepresented proposed settlement class members all due process protections required and reflects the best practicable means to notify all potential Class members of their rights in this litigation.

The Court finds and concludes that the required and sufficient period of time has been granted to class members to make a claim or exclude themselves from the settlement class, and grants final approval of same. As explained above, CPT Group established a toll-free telephone number and settlement website containing court documents about the case, including the Notice and Claim Form. CPT Group mailed the Notice to 176 class members and conducted a skip trace to obtain better addresses as needed. With the finalization of the claims process, the total number

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

of claims deemed eligible for payment from the class settlement fund is 191. No class members opted out of the settlement or filed an objection to the settlement.[5]

Given that the requirements of Rule 23, SCRCP, and the fairness and adequacy of the class settlement are met in this case, the Court makes the following findings of fact and conclusions of law in granting final certification of the settlement class and final approval of the class settlement and disbursal of settlement proceeds:

FIRST, the Court grants final approval to certification of the settlement class, defined as:

a. All Plaintiffs who have asserted claims against CHA in the *Basinger* case and in the Third Amended Complaint in the *Montgomery* case.

   These Plaintiffs are deemed to be class members and will not be required to submit a claim form to the third-party class administration firm in order to receive a monetary award in the settlement.

b. All tenants of Allen Benedict Court as shown on a written lease as of January 17-18, 2019 ("Tenants") and the members of a Tenant's household residing at the Tenant's unit at Allen Benedict Court as of January 17-18, 2019, but excluding those tenants and individuals who have previously settled and released their claims that are identical or similar to those set forth in the *Basinger* or *Montgomery* lawsuits or otherwise relate to or arose from the circumstances that serve as the factual bases for the claims brought in the *Basinger* or *Montgomery* lawsuits.

   All such persons in subparagraph (b) will be required to timely submit a valid claim form to the third-party class administration firm if they wish to claim a monetary award in the settlement.

The settlement class is an "opt out" class pursuant to *Salmonsen v. CGD, Inc.,* 661 S.E.2d 81, 91 (S.C. 2008) (endorsing "opt out" settlements for class actions in South Carolina and specifically rejecting "opt in" classes).

[5] Forty-one class members who submitted valid, timely claims to CPT Group are identified by an assigned number in EXHIBIT B attached to the Affidavit of Veronica Olivares, which is attached as EXHIBIT 1 to Plaintiff's motion. EXHIBIT 2, attached to Plaintiff's motion, includes 150 class members, identified by an assigned number, who are Plaintiffs in the *Basinger* and *Montgomery* cases and are deemed to have a valid claim.

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

SECOND, the Court finds and concludes that the Agreement, and its terms, including the release, set forth in therein in resolving these matters, is fair and appropriate, and grants final approval of same;

THIRD, the Court finds and concludes that Plaintiffs Tammy L. Basinger and Khaylis C. Scott have fairly and adequately represented the interests of the class, and grants final approval of same;

FOURTH, the Court finds and concludes that Plaintiffs Tammy L. Basinger and Khaylis C. Scott each shall receive the amount of $2,500.00 an incentive award for serving as class representative, and grants final approval of same

FIFTH, the Court finds and concludes that the undersigned counsel for Plaintiffs have fairly and adequately represented the interests of the class, and grants final approval of same;

SIXTH, the Court finds and concludes that 191 settlement class members identified by the claims administrator and Plaintiffs' counsel in exhibits attached to Plaintiffs' motion, with the finalization of the claims process, have been deemed eligible to receive their *pro rata* monetary share payment from the class settlement fund as subject to the Agreement, and grants final approval of same;

SEVENTH, the Court finds and concludes that any and all members of the settlement class (i.e., those who meet the certified class member definition) who have not timely excluded themselves from the class by the deadline of September 1, 2025 – regardless of whether or not they submitted a claim form for payment from the class settlement-- have, subject to the terms and release set forth in the Agreement, waived and forfeited their right to assert any claim and are forever barred from making a claim for money damages from CHA with regard to the emergency evacuation of Allen Benedict Court on January 17-18, 2019, and these Matters;

EIGHTH, the Court finds and concludes that Proffitt & Cox Law Firm shall separately submit a motion for attorney's fees and case costs for consideration by the Court and in support of its claim to receive same, which shall be paid directly by CHA to the firm upon Court approval;

NINTH, the Court finds and concludes that CPT Group shall receive $10,000.00 (Ten Thousand and No/100 Dollars) for serving as claims administrator, and grants final approval of same;

TENTH, the Court finds and concludes that CHA shall make payments totaling $1,000,000.00 (the "CHA class settlement payment"), pursuant to the terms of the Agreement, for disbursement to the class fund and class counsel, in accordance with the schedule set forth in the Agreement, but subject to CHA first receiving all necessary HUD approvals for making the CHA class settlement payment, which approvals are currently pending. The CHA class settlement payment schedule, set forth in the Agreement, may be further adjusted by consent of the parties and/or further Court Order, as warranted by the timing of required HUD authorizations of CHA's funding discussed herein. The Court grants its final approval of the foregoing.

IT IS SO ORDERED.

ELECTRONICALLY FILED - 2025 Nov 24 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005868

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Richland Common Pleas

Case Caption:	Deborah Hill , plaintiff, et al vs Housing Authority Of The City Of Columbia , defendant, et al
Case Number:	2024CP4005868
Type:	Order/Approval Of Settlement

So Ordered

s/ Thomas W. McGee III, Judge Code 2786