

SETTLEMENT AGREEMENT

This Agreement is made by and between the plaintiffs—Jessica Lord, Josephine Lord, Jose Ortiz, Katherine Beato, Jesus Martes, and the Massachusetts Coalition for the Homeless—and the defendants—Massachusetts Department of Housing and Community Development (“DHCD”); Tina Brooks, in her capacity as Undersecretary of the Executive Office of Housing and Economic Development; and Robert Pulster, in his capacity as Associate Director of the Division of Housing Stabilization (“DHS”)—in Lord v. Department of Housing & Community Development, Suffolk Superior No. 10-4502-C (the “lawsuit”).

The parties hereby agree as follows:

1. The defendants shall adopt and they and their agents shall apply the Amended Flex Funds Case Review Policy (attached as Exhibit 1), the Uniform Flex Funds Rules (attached as Exhibit 2), and Housing Stabilization Notice 2011-01 (attached as Exhibit 3), with the accompanying attached forms and notices (together, “the Policies”).
2. On or before the effective date of the Policies, the defendants shall send copies of the Policies to DHCD’s Hearings Division with notice that DHS intends to be bound by them.
3. The defendants shall post the Policies on the DHS website on or before the effective date of the Policies and on or before the date the defendants send the notices attached as Exhibits A, B, and C to Housing Stabilization Notice 2011-01 to the families identified in the notices.
4. The notices attached as Exhibits A, B, and C to Housing Stabilization Notice 2011-01 shall be accompanied by the document attached as Exhibit 4.

5. On or before the effective date of the Policies, defendants shall cause to be translated into Spanish the Uniform Flex Funds Rules (Exhibit 2). On or before March 15, 2011, the defendants shall translate into Spanish the notices attached as Exhibits A, B, and C to Housing Stabilization Notice 2011-01. Defendants shall mail the translated notices to Flexible Funds recipients who identified Spanish as their primary language as reflected in the "language code" field in BEACON. Defendants shall also instruct Providers by email that, at the next appointment with a family in which the head of household primarily speaks Spanish, the Provider should provide the head of household with a Spanish translation of the Uniform Rules. On or before April 1, 2011, the defendants shall translate into Spanish the Amended Flex Funds Case Review Policy and the form notices attached thereto as Exhibits A and B. All Spanish translations shall be posted on the website as they become available.

6. The defendants shall give 30 days' notice before implementing any policy inconsistent with the Policies or this Agreement or before making any material change to the Policies. The defendant shall give 14 days' notice before making any nonmaterial change to the Policies. The notices shall be sent or delivered to counsel for the plaintiffs at the following address:

Ruth A. Bourquin, Esq.
Massachusetts Law Reform Institute
99 Chauncy Street, Suite 500
Boston, MA 02111
rbourquin@mlri.org

Deborah Harris, Esq.
Massachusetts Law Reform Institute
99 Chauncy Street, Suite 500
Boston, MA 02111
dharris@mlri.org

7. On or before April 15, 2011, DHCD shall reimburse the plaintiffs for the court filing fee paid by the Massachusetts Coalition for the Homeless. Each party shall bear its own attorneys' fees and all other costs in connection with this matter.

8. In consideration of the above, plaintiffs will dismiss the lawsuit without prejudice. Within seven days after the defendants' obligations under paragraph 3 have been fulfilled and counsel for plaintiffs has been notified in writing of such compliance, counsel for the plaintiffs shall file in the lawsuit a Notice of Dismissal without prejudice pursuant to Mass. R. Civ. P. 41(1)(a)(i), in the form attached hereto as Exhibit 5.

9. The parties agree that (i) the terms of this Agreement shall not be incorporated in any order of dismissal or other order or judgment entered by the Court, and (ii) the Court shall not retain jurisdiction of the lawsuit for any purpose including, without limitation, to enforce this Agreement by contempt or any other judicial process. If the lawsuit is not dismissed in accordance with the Notice of Dismissal, this Agreement shall terminate and the parties shall have no obligations hereunder.

10. This Agreement shall not be enforceable by an action for breach of contract (including, without limitation, an action for specific performance).

11. Term. This Agreement shall remain in effect until the earlier of (1) the effective date of any regulations duly promulgated by DHCD pursuant to G.L. c. 30A that govern the Flexible Funds program and that supersede the terms of this Agreement or (2) the termination date of all Flexible Funds subsidies or extensions granted by the defendants or their agents.

12. The parties have entered into this Agreement solely to settle the lawsuit without the expense and uncertainty of litigation. No party to this Agreement admits or concedes any wrongdoing or violation of law, and the fact that a party executes this Agreement shall not be evidence of wrongdoing or violation of law. No party to this Agreement admits or concedes that any party's legal obligations are satisfied by this

Agreement, and the fact that a party executes this Agreement shall not be evidence that any party has satisfied its legal obligations. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations leading to it, shall be admissible in any proceeding, whether judicial, administrative, or rulemaking, as evidence of liability or of wrongdoing. However, the Agreement and the Policies adopted by the defendants as referenced in this Agreement are admissible in administrative proceedings conducted under G.L. c. 23B, § 30(F) and 106 C.M.R. § 309.070, or under the Amended Flex Funds Case Review Policy (Exhibit 1), §§ 8-12, and in any appeal therefrom pursuant to G.L. c. 30A, § 14, in which the documents are otherwise admissible, to establish the existence of the Policies adopted by the defendants and their intention to be bound by them to the extent set forth in the Agreement.

13. Nothing in this Agreement constitutes a waiver of the sovereign immunity asserted by the Commonwealth of Massachusetts and its instrumentalities pursuant to the Eleventh Amendment of the United States Constitution and common law.

14. In no event are the defendants required under this Agreement to make an expenditure in excess of the amount legally available to them under state law.

15. This Agreement may be amended only by a writing that states, expressly, that it is an amendment to the Agreement and that is signed by counsel for the plaintiffs and by DHCD officials with authority to execute the amendment.

16. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, representations, negotiations, and undertakings not set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the date subscribed below.

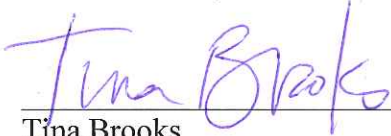
For all plaintiffs by their counsel,



Ruth A. Bourquin, BBO #552985
Massachusetts Law Reform Institute
99 Chauncy Street, Suite 500
Boston, MA 02111
(617) 357-0700, ext. 333
rbourquin@mlri.org

Date: February 28, 2011

For defendants,



Tina Brooks
Undersecretary of the Executive Office
of Housing and Economic Development

Date: March 1, 2011



Robert Pulster
Associate Director of the Division of
Housing Stabilization

Date: March 1, 2011