

## Settlement Notice

May 2013

### Who should read this notice?

Please read this if:

- You are asking the Department of Transitional Assistance (DTA) for cash assistance or food stamps and you have a disability
- You get cash assistance or food stamps from DTA and you have a disability

### What is this notice about?

This notice is to tell you about a settlement in a court case called *Harper v. Massachusetts Department of Transitional Assistance*. The case is about access to DTA benefits for people with disabilities. It is a class action, which means that it was brought on behalf of a group of people, who are the class members.

The parties in the case have agreed to settle the case and have asked the judge to approve the settlement. Before the judge does this, the class members have a right to learn about the settlement. Class members also have a right to tell the judge if they disagree with any part of the settlement agreement. The judge will hold a hearing on **August 19, 2013** to decide whether to approve the settlement. This notice tells you about the settlement and how to object.

### How can I get more information?

If you have questions or want a copy of the Settlement Agreement, please contact one of the Plaintiffs' lawyers at Greater Boston Legal Services (GBLS). The Settlement Agreement is also posted on the GBLS website: [www.gbls.org](http://www.gbls.org).

- Sarah Levy: 197 Friend St., Boston, MA 02114; 617-603-1619 or [slevy@gbls.org](mailto:slevy@gbls.org)
- Lizbeth Ginsburg: 197 Friend St., Boston, MA 02114; 617-603-1624 or [lginsburg@gbls.org](mailto:lginsburg@gbls.org)
- GBLS: 617-371-1234 or 800-323-3205 (main number); TTY 617-371-1228

### What is the case about?

In December 2007, a group of people with disabilities who get benefits from DTA filed a class action lawsuit against DTA. They are the Plaintiffs in this case. The Plaintiffs said that DTA had discriminated against them in two ways under laws called the Americans with Disabilities Act (ADA) and the Rehabilitation Act. First, they said that DTA didn't have the right systems in place to give help needed because of disability. This is called

a reasonable accommodation. Second, they said that DTA ran its programs in ways that weren't accessible to people with disabilities.

Some examples of problems that the Plaintiffs had are:

- Delayed recertification of food stamps, where physical disabilities stopped the clients from going to DTA to get the problem fixed.
- As a reasonable accommodation, DTA agreed to call two of the Plaintiffs to explain written notices. However, DTA did not have systems to make sure that they called each time a notice was sent out.
- DTA agreed to take money out of one Plaintiff's cash assistance each month and to pay that money to her landlord for her rent, but didn't actually make the payments to the landlord.

The Plaintiffs are represented by lawyers from Greater Boston Legal Services.

### **Who is a class member?**

The class includes all people with disabilities (as defined by the ADA) who apply for benefits or get benefits from DTA and who were denied access to DTA benefits because DTA allegedly:

- Doesn't have a system-wide procedure for giving reasonable accommodations, and/or
- Runs its programs in ways that aren't accessible to people with disabilities.

### **What has happened in the case so far?**

The case started in December 2007. In August 2009, the Plaintiffs asked the judge to certify the case as a class action. In February 2010, a Magistrate Judge recommended that the District Judge certify the case as a class action. DTA and the Plaintiffs then agreed to work with a mediator to settle the case. In January 2013, the parties asked the judge to approve the Settlement Agreement.

### **What changes will DTA make under the Settlement Agreement?**

The Settlement Agreement lists the changes that DTA agreed to make. The goal of the changes is to make DTA's programs more accessible to people with disabilities.

- Screening for disability: DTA workers will regularly ask clients if they have a disability that makes it hard to do the things that DTA asks clients to do. If a client tells DTA about such a disability, DTA will offer an accommodation. DTA will make these questions a required part of the interview process.

- Recording: If a client tells DTA that he or she may need an accommodation due to disability, DTA will put this information in its computer system. If a client needs an accommodation on an ongoing basis, DTA will make it easy for any DTA staff person working on the case to see that information in the computer.
- Client Assistance Coordinators: Each DTA office will have a Client Assistance Coordinator (CAC). The biggest offices will have two CACs. The CACs will talk to clients and DTA workers about disability issues. For example, the CAC can discuss accommodations with clients. The CACs will also help respond to accommodation requests. DTA will add information about CACs to notices.
- Notice of rights: DTA will tell clients about the right to accommodation as part of the screening for disability (see above). DTA will also change its written notices to give more information about the right to accommodation.
- Reasonable accommodations: DTA will improve its systems for reasonable accommodations. This includes better systems to:
  - Record and track accommodation requests and decisions;
  - Give notice to a client when DTA decides whether to approve an accommodation request;
  - Be sure DTA does what it agrees to do;
  - Make sure that all staff at DTA understand clients' rights under the ADA.
- Written materials: DTA will make its notices and forms easier to read and understand.
- Auxiliary aids: DTA will make it easier for clients to request auxiliary aids. An auxiliary aid is something used to help a person with a disability communicate with DTA. DTA will also improve access to American Sign Language interpreting services. DTA will give its staff more information and training on auxiliary aids.
- Verification of eligibility: DTA now gives clients information about what verifications are missing when a case is denied or closed because of missing verifications. DTA will remind staff of verification policies. DTA will also review cases to see if staff are following verification policies.
- Director of Disability Access: DTA will appoint a Director of Disability Access to be responsible for disability issues at DTA.
- Adverse action pilot: In certain offices, DTA will run a pilot program. In the pilot, the CAC will contact clients with disabilities whose cash benefits are going to be stopped for certain reasons. The CAC will call and send a letter to each client to

tell him or her what is going to happen. The CAC will ask whether the client needs help due to disability, and will discuss options.

- Vendor payments: DTA will review cases with vendor payments to be sure that payments are made to vendors when money is taken from a client's cash grant.

### **What else is in the Settlement Agreement?**

- Monitoring: DTA will track information and give reports to Plaintiffs' lawyers. The reports will address the changes being made under the Settlement Agreement. This is so that the Plaintiffs' lawyers can make sure DTA does what it agreed to do.
- Duration & Enforcement: While the Settlement Agreement is in effect, the judge will have the power to make sure that DTA follows the agreement. The Agreement will go into effect after the judge gives final approval. It will be in effect for about 4 to 5 years.
- Lawyers' fees: DTA will pay \$975,000 to Greater Boston Legal Services for lawyers' fees and for expenses already paid by GBLS. Plaintiffs' lawyers brought the case in 2007 and worked for five years to get to the settlement. The fees also include payment for work that Plaintiffs' lawyers will do while the settlement is in effect.

### **What does this mean for me as a class member?**

The judge will hold a hearing on **August 19, 2013** to decide whether to approve the Settlement Agreement. If the judge approves the Agreement, all class members will be bound by its terms. This means that you can't sue DTA to get an injunction under a disability discrimination law while the settlement is in effect. You can still sue DTA for money related to specific individual experiences with DTA. This Settlement Agreement does not require DTA to pay any money to the Plaintiffs or class members.

### **What are my options as a class member?**

If you agree with the settlement, you do not need to do anything. If the judge approves the Agreement, you will get the benefits of the agreement. You will also be bound by its terms.

If you do not agree with any part of the agreement, you have a right to object. See below to learn how to object.

### **Fairness Hearing**

There will be a hearing so that the judge can decide whether to approve the Settlement Agreement. This is called a Fairness Hearing. At the hearing, the judge will also decide the amount of lawyers' fees, if any, to be paid to Plaintiffs' lawyers. The judge will consider any objections to the Settlement Agreement. The judge in this case is Senior

District Judge Mark L. Wolf. The hearing will be on **August 19, 2013 at 3pm**. It will be in Courtroom 10 of the John J. Moakley U.S. Courthouse (United States District Court), 1 Court House Way, Boston, MA 02210.

### **How do I object to any part of the Settlement Agreement?**

If you want to tell the judge that you disagree with any part of the settlement agreement, including the payment of lawyers' fees, you must mail the judge a statement by July 13, 2013.

- **What should I put in the statement?**
  - Write down the name of the court case: LaSonya Harper et al. v. DTA, Civ. No. 1:07-CV-12351-MLW
  - Write down what parts of the Settlement Agreement you disagree with
  - Write down why you disagree, in as much detail as you can
  - Write down your name and address
  - If you want to say something to the judge at the hearing on **August 19, 2013**: Write down that you plan to come to the hearing and want to be heard
  
- **Where do I send the statement?**
  - Send the original statement to:  
Daniel Hohler  
Courtroom Clerk  
United States District Court  
1 Court House Way  
Boston, MA 02210
  
  - Send a copy of the statement to Plaintiffs' lawyers:  
Sarah Levy  
Lizbeth Ginsburg  
Greater Boston Legal Services  
197 Friend St.  
Boston, MA 02114

## **Can I come to the Fairness Hearing to say what I think about the Settlement Agreement even if I am not objecting?**

Yes. If you want to say something at the hearing on **August 19, 2013**, the judge will listen to what you have to say.

- **What do I need to do if I want to talk at the fairness hearing?**
  - Write to the judge by July 13, 2013
  - Include the following when you write to the judge:
    - Write down the name of the court case: LaSonya Harper et al. v. DTA, Civ. No. 1:07-CV-12351-MLW
    - Write down your name and address
    - Explain why you want to talk at the hearing
  - Mail the original notice to Daniel Hohler, Courtroom Clerk, at the address on page 5, above.
  - Mail a copy to Plaintiffs' lawyers, Sarah Levy and Lizbeth Ginsburg, at the address on page 5, above.

## **What if I can't send a statement or I miss the deadline, but I still want to tell the judge what I think of the Settlement?**

- You can come to the hearing on **August 19, 2013**. Ask the judge to excuse you from the requirements and explain why.
- The judge can change any of the deadlines in this notice if you show good cause.