

Summary of Settlement Notice

May 2013

Who should read this?

Read this if you are applying for or getting cash assistance or food stamps from the Department of Transitional Assistance (DTA) and you have a disability.

What is this summary about?

This is a summary of a Settlement Notice in *Harper v. Massachusetts Department of Transitional Assistance*. The parties agreed to settle the case and asked the judge to approve the settlement. Before the judge does this, the class members have a right to learn about the settlement and tell the judge if they disagree with any part. The judge will hold a hearing on **August 19, 2013** to decide whether to approve the settlement. This summary 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 **Sarah Levy or Lizbeth Ginsburg at Greater Boston Legal Services (GBLS), 197 Friend Street, Boston, MA 02114; (617) 371-1234, TTY (617) 371-1228, toll-free (800) 323-3205; or by email: slevy@gbls.org or lginsburg@gbls.org**. The Settlement Agreement is also posted on the GBLS website: www.gbls.org.

What is the case about?

In December 2007, a group of people with disabilities filed a class action lawsuit against DTA. The Plaintiffs said that DTA discriminated against people with disabilities by not providing reasonable accommodations and by operating in ways that deny access.

Who is a class member?

The class includes all people with disabilities (as defined by the ADA) who apply for 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 operates 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 2010, DTA and the Plaintiffs agreed to work with a mediator to settle the case. In January 2013, the parties asked the judge to approve a Settlement Agreement.

What is in the Settlement Agreement?

The key changes that DTA agreed to make are:

- DTA workers will ask if clients have a disability that makes it hard to meet DTA's requirements. If a client tells DTA about such a disability, DTA will offer an accommodation.
- DTA will improve systems for reasonable accommodations through better communications with clients; making sure that accommodations are provided when they should be; and keeping track of accommodations in its computer system.
- DTA will have Client Assistance Coordinators (CACs) in each office. They will talk to clients and DTA staff about disability issues. DTA will also appoint a Director of Disability Access to be responsible for disability issues at DTA.
- DTA will make its notices and forms easier to read and understand. DTA will improve access to auxiliary aids.
- 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 ask whether the client needs help due to disability.
- In addition to the terms described here, the Settlement Agreement has terms on verification policies and vendor payments.

The Settlement Agreement also says that:

- DTA will give reports to Plaintiffs' lawyers so that they can make sure DTA does what it agreed to do. The judge will have the power to make sure that DTA follows the Settlement Agreement while it is in effect. The Agreement will be in effect for 4 to 5 years.
- DTA will pay \$975,000 to Greater Boston Legal Services for lawyers' fees and for expenses already paid by GBLS.

What does this mean for me as a class member and what are my options?

If the judge approves the Agreement, all class members will be bound by its terms. This means you can't sue DTA for an injunction under a disability discrimination law while the settlement is in effect. You can still sue DTA for money related to individual experiences with DTA.

If you agree with the settlement, you do not need to do anything. If it is approved, you will get the benefits of the agreement. If you do not agree with any part of the Agreement, you can object.

Fairness Hearing

There will be a Fairness Hearing on **August 19, 2013 at 3pm** before Senior District Judge Mark L. Wolf in Courtroom 10 of the John J. Moakley U.S. Courthouse (United States District Court), 1 Court House Way, Boston, MA 02210. The judge will hear objections or other statements before deciding whether to approve the Settlement Agreement. At the hearing, the judge will also decide the amount of lawyers' fees, if any, to be paid to Plaintiffs' lawyers.

What should I do if I want to object and/or talk at the Fairness Hearing?

If you want to tell the judge that you disagree with any part of the settlement agreement, including the payment of lawyers' fees, or you have something else to say to the judge about the Settlement Agreement, you must mail the judge a statement **by July 13, 2013**.

The statement must say the name of the court case (LaSonya Harper et al. v. DTA, Civ. No. 1:07-CV-12351-MLW); your name and address; what you disagree with and why, or what you want to say at the hearing. If you are writing about an objection, state whether you want to say something to the judge at the hearing.

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: Sarah Levy & Lizbeth Ginsburg, Greater Boston Legal Services, 197 Friend St., Boston, MA 02114

If you can't send a statement or miss the deadline, you can still 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.