

## **Summary of Settlement Notice**

**January 2023**

### **Who should read this?**

Read this if you are applying for or getting EA shelter from the Department of Housing and Community Development (DHCD).

### **What is this summary about?**

There is a class action lawsuit against DHCD about the EA shelter program. The case is called Garcia v. DHCD. DHCD has agreed to make changes to try to improve the EA shelter program. That agreement is called a Settlement Agreement. On March 28, 2023, the judge will hold a hearing to decide whether to approve the Agreement. But first, the class members have a right to learn about the Agreement and tell the judge if they disagree with any part. This summary tells you about the Agreement and what to do if you disagree.

### **What is the case about?**

In December 2016, a group of homeless families filed a class action lawsuit against DHCD. They are the Plaintiffs. Their case is about the process for families to get into shelter, placing families close to their home communities and kids' schools, and getting more appropriate shelter placements for people with disabilities.

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

The class includes everyone who is in EA shelter or has a Temporary Emergency Shelter Interruption (TESI). The class also includes everyone who applies for EA shelter and has not been denied. It also includes people who have tried to apply for EA shelter but haven't been able to get in. But it does not include people who have applied for EA shelter and have been denied, if they have appealed the denial and they lost their appeal, or if the appeal deadline has passed.

There is also a sub-class. The sub-class includes all families who are in the class, who are eligible for EA shelter, and who have a family member who has a disability.

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

#### **The key changes that DHCD intends to make are:**

- DHCD will make the application process easier. You will be able to leave a voicemail instead of waiting on hold. DHCD will call back the same day. If you call late in the day, DHCD may call you back on the next business day. You will also be able to apply in person at DHCD offices.

- When people apply for shelter, DHCD will ask if they need any help because of disabilities or limited English ability or other reasons.
- DHCD will let families into shelter even if they do not have all their documents. But first each family will have to prove three things: their identities, relationship to each other, and that at least one family member is a resident of Massachusetts.
- If families are eligible for shelter and contact DHCD by a certain time each day, DHCD will guarantee that they can get a safe place to stay that night.
- DHCD will make it easier for people to request accommodations for disabilities. DHCD will help people with the paperwork. DHCD will keep track of people who are waiting for an accommodation. For families with disabilities, DHCD will make it easier to avoid noncompliances and terminations.
- A lot of families need a shelter transfer so that they can be closer to their home community, or closer to their kids' schools, or because of disabilities. DHCD will improve its systems for shelter transfers. It will keep track of families who are waiting for a transfer. It will use clear priorities to make the transfer waiting list as fair as possible.
- While families are waiting for a transfer, DHCD may transfer them to a hotel room, or help them with transportation, or give them some protections against noncompliances and terminations.
- DHCD will try to get new shelters in different parts of the state, if a lot of families are waiting a long time for transfers.
- DHCD will communicate important information more clearly.

The Agreement will probably last for 4 to 5 years. During that time, DHCD will give information to Plaintiffs' lawyers so that they can make sure DHCD does what it agreed to do. Also, the judge will have the power to make sure that DHCD follows the Agreement.

DHCD will pay \$1.5 million to the Plaintiffs' lawyers for lawyers' fees and for expenses already paid by the Plaintiffs' lawyers.

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

If the judge approves the Agreement, all class members will be bound by its terms. This means you can't sue DHCD to try to get DHCD to change its systems for the things covered by the Agreement, while the Agreement is in effect. You can still sue DHCD if it violates your individual legal rights.

If you agree with the Agreement, 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 March 28, 2023 at 2:00 p.m. before Judge Douglas Wilkins in Courtroom 25 of the Norfolk County Superior Courthouse, 650 High Street, Dedham, MA 02026. The judge will listen to objections or other statements before deciding whether to approve the 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 Agreement, including the payment of lawyers' fees, or you have something else to say to the judge about the Agreement, you must mail the judge a statement by March 20, 2023.

The statement must say the name of the court case (Rosanna Garcia et al. v. Department of Housing and Community Development, 16-84-CV-03768); 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: Suffolk County Superior Court, Attn: Margaret Buckley, 3 Pemberton Square, Boston, MA 02108.

Send a copy of the statement to: Laura Massie, Greater Boston Legal Services, 197 Friend St., Boston, MA 02114. You can also email it to [Lmassie@gbls.org](mailto:Lmassie@gbls.org).

If you can't send a statement or miss the deadline, you can still come to the hearing on March 28, 2023. Ask the judge to excuse you from the requirements and explain why you could not send your statement by the deadline. The judge can change any of the deadlines in this notice if you show good cause.

### **How can I get more information?**

If you have questions or want a copy of the Agreement, please contact Laura Massie at Greater Boston Legal Services (GBLS), 197 Friend Street, Boston, MA 02114; (844) 625-7313, TTY (617) 371-1228, toll-free (800) 323-3205; or by email:

[Lmassie@gbls.org](mailto:Lmassie@gbls.org). The Agreement is also posted online at [www.MAShelterSettlement.com](http://www.MAShelterSettlement.com).