

## Settlement Notice

January 2023

### Who should read this notice?

Please read this if:

- You are asking the Department of Housing and Community Development (DHCD) for Emergency Assistance (EA) shelter.
- You get EA shelter from DHCD.

### What is this notice about?

There is a court case called Garcia v. DHCD. The case is about homeless families applying for and getting into EA shelter more quickly. It is also about families getting shelter near their home communities and near their children's schools. It is also about getting appropriate shelter placements for people with disabilities.

The court case was filed in December 2016 by a group of homeless families. They are the Plaintiffs.

The case is a class action. This means that it was brought on behalf of a group of people. That group of people are the class members.

The parties in the case have agreed to settle the case. This means that DHCD and the Plaintiffs have agreed together that DHCD will make changes to the EA shelter system. The terms of the settlement are written down in an Agreement. The parties think the Agreement will make the EA shelter system better for families. They have asked the judge to approve the Agreement. But first, the class members have a right to learn about the Agreement. Class members also have a right to tell the judge if they disagree with any part of the Agreement. The judge will hold a hearing on March 28, 2023. At that hearing, the judge will decide whether to approve the Agreement.

The Plaintiffs are represented by lawyers from GBLS and from Ropes & Gray LLP.

**This notice tells you about the Agreement. It also tells you how to object, if you disagree with any parts of the Agreement.**

### Who is a class member?

The class includes all people who:

- are in EA shelter or have a Temporary Emergency Shelter Interruption (TESI)
- apply for EA shelter and have not been denied
- have tried to apply for EA shelter but haven't been able to get in.

However, this class 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, eligible for EA shelter, and live with a family member who has a disability.

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

The Plaintiffs started the court case in December 2016. In July 2017, the judge certified the case as a class action lawsuit. Starting in December 2020, the Plaintiffs and DHCD negotiated to try to settle the case. In January 2023, the Plaintiffs and DHCD asked the judge to approve the Agreement.

### **What changes will DHCD make under the Agreement?**

The Agreement lists the changes DHCD agreed to make. They include:

- EA Application Process
  - Easier application process: People can apply in person at DHD offices. DHCD also will set up a voicemail system on its telephone line so that people do not have to wait on hold for a long time. DHCD will set up an online portal for people to send in documents. DHCD will not make people fill out a paper application when they are applying by telephone.
  - Screening for disability and other needs: When people apply for EA shelter, DHCD workers will ask if they need help applying. For example, someone might need help because of disabilities, because they do not speak English well, or for other reasons. If someone needs help, DHCD workers will give them reasonable help.
  - No screening out: DHCD will let anyone apply for EA shelter. If DHCD says that a family is not eligible for shelter, DHCD will give the family a denial notice. The notice will tell them the exact reason they are not eligible and how they can appeal.

- Less paperwork before getting into EA shelter: DHCD will give families shelter right away if they seem eligible, even if they do not have all their documents with them. Families will have 30 days to get all their documents to DHCD. But DHCD will only do this if families have documents or other proof showing three things: their identity, how they are related to each other, and that at least one person in the family is a resident of Massachusetts. DHCD will try to help families get this information. (The Plaintiffs think that DHCD should let families into shelter right away even if they cannot prove these three things. The judge will make a decision about this.)
- Guaranteed shelter: Anyone who calls or comes to a DHCD office by a certain time can talk with a DHCD worker. If a family needs a safe place to stay that night, and if they qualify for EA shelter, DHCD will give them a safe place to stay that night. If there is not time to do a full EA application that day, DHCD will give them a safe place to stay that night unless DHCD has decided that the family does not qualify for EA shelter.
- Accommodations for Disabilities
  - Asking for accommodations: DHCD will improve its systems for making reasonable accommodations for disabilities. This includes better ways to:
    - Tell families about their right to request a reasonable accommodation.
    - Help families with paperwork for requesting a reasonable accommodation.
    - Tell families quickly when DHCD decides whether to approve a reasonable accommodation request.
    - Record and track DHCD's accommodation decisions.
    - Avoid non-compliances and terminations for families whose disabilities make it hard for them to follow certain EA rules.
  - Shelter ADA Coordinators: Every EA shelter will have a Shelter ADA Coordinator (SADAC). The SADAC will talk to families about disability issues. The SADAC can help families with paperwork for requesting accommodations. The SADAC will also help provide some accommodations in the shelter.
- Transfers
  - Information about each family's needs: DHCD will track and record information about each family's home community, kids' schools, and disability-related needs. DHCD will use this information to make

placement and transfer decisions.

- Transfer waiting lists: DHCD will start using waiting lists to make shelter transfers. Waiting lists will help DHCD keep track of families who are waiting for a shelter transfer.
- Transfer priorities: DHCD will use clear priorities to make the waiting list as fair as possible.
  - First priority: families with emergency health and safety needs.
  - Second priority: families with disability-related needs.
  - Third priority: families who are in a shelter far from their home community or far from their kids' schools, because of their disability-related needs. (For example, if a family needs a wheelchair-accessible shelter, and there was no wheelchair accessible shelter near their home community.)
  - Fourth priority: families who are in shelter more than 20 miles from their home community, and families whose shelters are so far from their kids' schools that the kids cannot get to their schools.
  - Fifth priority: families entering the EA shelter system who want to be near their home community or kids' schools but do not have disability-related needs.
- While families are waiting for a transfer: DHCD will give some help to families who are waiting for a transfer related to disability, home community, or kids' schools.
  - DHCD will:
    - transfer first and second priority families to a hotel room temporarily if DHCD has a hotel room available that will meet the family's needs.
    - help with transportation for disability-related needs, through the reasonable accommodation process.
    - help with transportation for kids to get to school, in certain situations.
    - give some protections against non-compliances and terminations for families who are waiting for shelter transfers.
- Wait Time for Transfers
  - When a family has been waiting for a shelter transfer for a long time, DHCD will try to get a new shelter unit for them.
  - DHCD will keep track of how many families are waiting a long time for transfers. If a lot of families are waiting a long time for transfers to a

certain part of the state, DHCD will try to get new shelter units in that area.

- Clear communication
  - Written materials: DHCD will make its notices and forms easier to read and understand.
  - Conversations: DHCD will communicate important information more clearly.

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

- Monitoring: DHCD will track information and give data and reports to Plaintiffs' lawyers. The data and reports will show the changes DHCD is making. This is so that the Plaintiffs' lawyers can make sure DHCD does what it agreed to do.
- Duration & Enforcement: While the Agreement is in effect, the judge has power to make sure that DHCD follows the Agreement. The Agreement will go into effect when the judge gives final approval. It will be in effect for about 4 to 5 years.
- Lawyers' fees: DHCD will pay \$1.5 million to the Plaintiffs' lawyers for lawyers' fees and for expenses already paid by the Plaintiffs' lawyers. Plaintiffs' lawyers brought the case in 2016 and worked for 6 years to get the Agreement.

### **I am a class member. What does this mean for me?**

The judge will hold a hearing on March 28, 2023 to decide whether to approve the Agreement. If the judge approves the Agreement, all class members will be bound by its terms. This means that while the Agreement is in effect, you can't sue DHCD to try to get DHCD to change its systems for the things covered in the Agreement. You can still sue DHCD if you think they are violating the law against you as an individual. The Agreement does not require DHCD to pay any money to the Plaintiffs or to class members.

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

If you agree with the Agreement, 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. There are instructions below about how to tell the court that you object.

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

If you want to tell the judge that you disagree with any part of the Agreement, including

Settlement Notice, *Garcia v. DHCD*

the payment of lawyers' fees, you must mail the judge a statement by March 20, 2023.

- What should I write in the statement?
  - the name of the court case: Rosanna Garcia et al. v. Dept. of Housing and Community Development, 16-84-CV-03768.
  - what parts of the Agreement you disagree with.
  - why you disagree, in as much detail as you can.
  - your name and address.
  - If you want to say something to the judge at the Fairness Hearing on March 28, 2023: Write down that you plan to come to the Fairness Hearing and you want to be heard.
  
- Where do I send the statement?
  - Mail the original statement to:  
Suffolk County Superior Court  
Attn: Margaret Buckley  
3 Pemberton Square  
Boston, MA 02108
  
  - Send a copy of the statement to Plaintiffs' lawyer at GBLS. You can email it or send it by mail.

Email: [Lmassie@gbls.org](mailto:Lmassie@gbls.org)

Mail: Laura Massie  
GBLS  
197 Friend Street  
Boston, MA 02114

## **Fairness Hearing**

There will be a hearing so that the judge can decide whether to approve the 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 the Plaintiffs' lawyers. The judge will consider any objections to the Agreement. The judge in this case is Judge Douglas Wilkins. The hearing will be on March 28, 2023 at 2 p.m. It will be in Courtroom 25 of the Norfolk County Courthouse, 650 High Street, Dedham, MA 02026.

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

Yes. If you want to say something at the hearing on March 28, 2023, 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 March 20, 2023.
  - Include the following information when you write to the judge:
    - Write down the name of the case: Rosanna Garcia et al. v. Dept. of Housing and Community Development, 16-84-CV-03768.
    - Write down your name and address.
    - Explain why you want to talk at the hearing.
  - Mail the original notice to:  
Suffolk County Superior Court  
Attn: Margaret Buckley  
3 Pemberton Square  
Boston, MA 02108
  - Send a copy to GBLS by email or mail:  
Email: [Lmassie@gbls.org](mailto:Lmassie@gbls.org)  
Mail: Laura Massie  
GBLS  
197 Friend Street  
Boston, MA 02114

**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 Agreement?**

- You can 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 if you want a copy of the Agreement, please contact the Plaintiffs' lawyer, Laura Massie, at Greater Boston Legal Services (GBLS). You can also find the Agreement at <https://masheltersettlement.com>.

- Laura Massie: (844) 625-7313; [Lmassie@gbls.org](mailto:Lmassie@gbls.org); 197 Friend Street, Boston, MA 02114
- GBLS: 617-371-1234 or 800-323-3205; TTY 617-371-1228