

1 Stephen E. Ronfeldt (SBN 41044)
Judith Gold (SBN 97098)
2 Patti Prunhuber (SBN 277439)
The Public Interest Law Project
449 15th Street, Suite 301
3 Oakland, CA 94612
Telephone: (510) 891-9794
4 Facsimile: (510) 891-9727
E-mail: sronfeldt@pilpca.org
5

6 Stephanie E. Haffner (SBN 194192)
Robert D. Newman (SBN 86534)
Western Center on Law & Poverty
7 3701 Wilshire Boulevard, Suite 208
Los Angeles, CA 90010
8 Telephone: (213) 487-7211
Facsimile: (213)487-7211
9 E-mail: shaffner@wclp.org

10 Larisa Cummings (SBN 131076)
Shira Wakschlag (SBN 273548)
Disability Rights Education & Defense Fund
11 3075 Adeline Street, Suite 210
Berkeley, CA 94703
12 Telephone: (510) 644-2555
Facsimile: (510) 841-8645
13 Email: lcummings@dredf.org
14

15 Attorneys for Plaintiffs

16
17 **SUPERIOR COURT OF CALIFORNIA**
18 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

19 EDWIN MANKINEN, SHARIE LA TURNO,) Case No.
20 and GEORGE LETTNER, on behalf of)
themselves and others similarly situated,)
21) ASSIGNED FOR ALL PURPOSES TO
Plaintiffs,) JUDGE _____
22 vs.) DEPARTMENT C- ____
23) **CONSENT DECREE [Proposed]**
COUNTY OF ORANGE, BOARD OF)
24 SUPERVISORS OF ORANGE COUNTY,)
ORANGE COUNTY SOCIAL SERVICES)
25 AGENCY,)
26)
Defendants.)

TABLE OF CONTENTS

1

2

3 General Provisions4

4

5 A. Class Certification and Fairness Findings.....4

6

7 B. Procedural Provisions.....5

8

9 C. Required General Relief Programmatic Changes6

10

11 1. Training of SSA staff:6

12

13 2. Revisions of General Relief Regulations/Manual.....9

14

15 3. Revisions of General Relief Handbook/Guidelines/Policies13

16

17 4. Changes to Procedures In Administering the GR Program21

18

19 5. Application Processing Time Requirement24

20

21 6. Circumstances Under Which SSA will be Relieved from Meeting the Processing
22 Standards of Section C.5.....25

23 D. Reporting Requirements26

24

25 1. Compliance with Requirements Regarding Training and Revisions to GR Manual,
26 Handbook/Guidelines, Application Packages and other Documents26

27

28 2. Quarterly Reporting26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

E. Reopened Administrative Appeal Rights27

1. Notices to Class Members of Reopened Appeal Rights28

2. Exhaustion of Remedy29

3. Filing of Appeal29

4. Processing of Appeal; Provisions of Consent Decree That Shall Apply to Reopened Appeal Proceedings29

5. Preliminary Review29

6. The Hearing Process30

7. Additional Administrative Remedies.....31

8. Effect of Successful Appeal.....31

9. Effect of Unsuccessful Appeal.....31

10. No Bar to Enforcement of Class Consent Decree.....31

11. Effect of Decision on Matters Beyond the Scope of the Complaint and Petition, this Consent Decree and List of Other Released Claims.....31

12. Reports31

F. Remedies for Non-Compliance32

G. Class Counsel’s Attorney’s Fees and Litigation Expenses.....33

1 **IT IS HEREBY ORDERED, ADJUDGED, FOUND AND DECREED AS FOLLOWS:**

2 **General Provisions**

3 1. Defendants in this action are the County of Orange (“County”), the Board of Supervisors
4 of the County of Orange (“Board”), and the Orange County Social Services Agency (“SSA”). Together,
5 County, Board and SSA shall be referred to hereinafter as the “County Parties.”

6 2. This Court has jurisdiction over the claims brought by Plaintiffs against all Defendants
7 pursuant to, *inter alia*, Code of Civil Procedure section 382 and otherwise. Venue is proper in Orange
8 County Superior Court.

9 **A. Class Certification and Fairness Findings**

10 1. This Consent Decree (“Consent Decree”) is based on the “Conditional Settlement
11 Agreement and Release of Claims” (the “Settlement Agreement”) between Plaintiffs Edwin Mankinen
12 and Sharie La Turno, and George Lettner (“Class Representatives”), on the one hand, and the County
13 Parties, on the other hand, relating to the General Relief program (“GR” or “GR Program”) administered
14 by the County Parties pursuant to California Welfare & Institutions Code sections 17000, et seq. Class
15 Representatives have entered into the Settlement Agreement on their own behalf and on behalf of the
16 class certified in this consent decree and have agreed to settle both the class action Complaint and the
17 Petition for Writ of Mandate (“Complaint and Petition”) in the above-entitled action on the terms set
18 forth in the Settlement Agreement and in this Consent Decree. Entry of this Consent Decree resolves
19 any and all issues raised in the Complaint and Petition. The terms “GR” or “GR Program” are used and
20 intended herein to refer to the program by which the County Parties provide cash assistance to indigent
21 persons).¹ A copy of the Settlement Agreement is attached hereto and marked as Exhibit “1.”

22
23 2. This action is hereby certified as a Class Action as to the following Class:

24 All past, present and future applicants for and/or recipients
25 of General Relief (“GR”) from the County Parties during
26 the time period from August 24, 2010 through the end of
27 the term of the Consent Decree.

28 _____
¹ “General Relief,” “GR” and/or “GR Program,” as used herein, do not apply to or include burial
benefits also authorized under the County’s General Relief Regulations.

1 For purpose of this case, an individual has applied for GR benefits from the County Parties if the
2 County Parties have some written documentation in their records indicating the individual’s application.

3 3. The Class Representatives are all approved as class representatives. Western Center on
4 Law & Poverty (“WCLP”), The Public Interest Law Project (“PILP”), and Disability Rights Education
5 & Defense Fund (“DREDF”) are approved as class counsel (“Class Counsel”). PILP and WCLP are
6 approved together as co-lead class counsel (“Lead Class Counsel”) for purposes of monitoring
7 Defendants’ compliance with this Consent Decree and filing any motions to enforce the terms of the
8 Consent Decree. All reports that SSA is required to provide by this Consent Decree below shall be
9 delivered by U.S. mail or email to Lead Class Counsel.

10 **B. Procedural Provisions**

11 1. This Consent Decree shall remain in effect for a term of three years from the date of
12 entry, at which time the Consent Decree will automatically expire and no longer be of any force or
13 effect. This Consent Decree constitutes and governs final resolution of all claims of the Class² regarding
14 the GR Program administered by the County Parties. Any and all other claims of the Class pertaining to
15 the GR program, if any exist, shall be determined on their own merits and shall be neither affected,
16 barred, supported, nor substantiated in any manner by the prior entry, existence and effect of this
17 Consent Decree. Any such claims not arising from the matters settled and resolved by the Parties to this
18 Action in the Settlement Agreement must be pursued through the filing of a new action, not through this
19 Action.

20 2. During the duration of this Consent Decree, the Court shall retain jurisdiction pursuant to
21 Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h), to enforce the
22 provisions of the Consent Decree and of the Settlement Agreement.

23 //

24
25 _____
26 ² As provided in the Settlement Agreement, “Claims” shall mean all claims asserted in the
27 Complaint and Petition filed in this Action, all claims resolved by this Consent Decree, and all claims
28 described by the “List of Other Released Claims” attached to and incorporated by reference into the
Settlement Agreement as Exhibit “D.”

1 **C. Required General Relief Programmatic Changes**

2 During the duration of this Consent Decree, SSA shall take the following actions at the times or
3 frequencies described below:

4 **1. Training of SSA staff:**

5 a. No later than 60 calendar days³ after the entry of this Consent Decree, and no less
6 than once per year thereafter, SSA shall complete training to existing GR staff (and shall provide
7 this training to new employees within 30 days of their assignment to the GR Program) on
8 techniques for successfully identifying, working with, and providing reasonable
9 accommodations⁴ and alternative formats to person with disabilities, including those with mental
10 illness, developmental disabilities, learning disabilities, and physical disabilities and with regard
11 to the requirements of the Americans with Disabilities Act (“ADA”), Section 504 of the
12 Rehabilitation Act of 1973 (“Section 504”), California Government Code sections 11135 *et seq.*,
13 SSA’s ADA policies (SSA D19 (3/11/08) and SSA D31 (1/3/03), and of the CDSS Civil Rights
14 Plan provisions⁵ described below.

15
16
17
18 _____
19 ³ All references in this Consent Decree to days within which an action must be taken or a notice
20 must be given shall refer to calendar days unless otherwise specified. If the last day to perform an action
21 required herein falls on a court holiday or weekend day, the time to perform shall be extended to the
22 next day that is not a court holiday or weekend day.

23 ⁴ The term "reasonable accommodation" means changes or adjustments to GR Program policies
24 or procedures to avoid discrimination on the basis of disability and to afford qualified individuals with
25 disabilities an equal opportunity to participate in, and benefit from, services provided under a covered
26 program or activity. The provision of reasonable accommodations may take many forms, including, but
27 not limited to, the application process, notifications to applicants and/or participants of their rights and
28 requirements under the program, assistance in completing forms and collecting verifications, and the
provision of auxiliary aids and services.

⁵ “CDSS Civil Rights Plan provisions” refers to the guidelines set forth in California Department
of Social Services, Office of Human Rights, Civil Rights Bureau, *Civil Rights Annual Plan Guidelines*
(July 2001), available at <http://www.cdss.ca.gov/civilrights/res/pdf/CR28ANNUALPLAN.pdf> (last
visited December 16, 2011).

1 b. No later than 145 days after the entry of this Consent Decree, SSA shall also
2 complete the following training to all existing GR staff (and shall thereafter provide this training
3 to new employees within 30 days of their assignment to the GR Program):

- 4 i. Train eligibility technicians (“ETs”) that while applicants⁶ should be
5 encouraged to, and assisted with, applying for tax refunds or earned income
6 tax credits (“EITCs”), application for such refunds or credits shall not be a
7 prerequisite to determining eligibility for GR benefits.
- 8 ii. Train ETs regarding income verification procedures, including but not limited
9 to reminding them that income verifications should be required only for
10 month of application up to 30 days preceding the date of application, and that
11 income verification can be provided by pay stubs or, if pay stubs are not
12 available, by letter from the employer or, if such a letter cannot be obtained,
13 by affidavit describing under penalty of perjury the amount of income being
14 received currently and the income received during the prior month and
15 explaining why other documentation is not available.
- 16 iii. During training, describe to staff all of the changes to the GR
17 Regulations/Manual and to the GR Handbook/Guidelines and informational
18 documents required by this Consent Decree below.
- 19 iv. Review eligibility standards and verification requirements, including the
20 allowable GR eligibility inquiries set forth in section C.3 of this Consent
21 Decree below.
- 22 v. Emphasize that if it becomes apparent during the application process that an
23 applicant will not qualify for benefits, ETs should still give applicants the full
24 opportunity to complete the application process and receive a written Notice
25 of Action stating the reasons for denial; train staff to ensure that withdrawals
26

27 _____
28 ⁶ All references in this Consent Decree to “applicant(s)” or “recipient(s)” or “beneficiary(ies)” shall be intended to refer to those who apply for or receive General Relief benefits from SSA.

1 are not encouraged and that withdrawals are not used in lieu of completion of
2 applications followed by a written denial.

- 3 vi. Train staff to provide, and to inform applicants about the availability of, any
4 and all available forms that may assist and facilitate applicants in obtaining
5 verifications or in pursuing other available sources of income.
- 6 vii. Train staff to disclose and inform applicants that they can request an extension
7 of time to fulfill application requirements if they require additional time to
8 obtain necessary information.
- 9 viii. Train staff to be aware of and to inform applicants and recipients, both orally
10 and in writing, of the availability of bus passes for those who need them to get
11 to SSA's Central Regional Office ("CRO") or to travel as necessary to obtain
12 required verifications, the availability of the Home Application option to those
13 whose disabilities prevent them from getting to the CRO, or, if the disability
14 prevents the applicant or recipient from getting to the CRO but does not
15 prevent him or her from getting to another regional office, to attend required
16 meetings or interviews in such other regional office.
- 17 ix. Train staff to be aware of the reopened appeal rights being afforded to all
18 applicants and recipients pursuant to the provisions below and as agreed to in
19 the Settlement Agreement, regarding any and all claims to past compensation
20 or benefits that arose or relate to actions or inactions of SSA that occurred
21 during the one year period prior to August 23, 2011.
- 22 x. Train staff to be aware that the County may seek to recoup GR funds, other
23 than from an SSI retroactive award, only after the former recipient has met the
24 basic support needs of him or herself and his or her family and only to the
25 extent the former recipient has not performed work through the General Relief
26 Work Program ("GRWP") to offset the amount of his or her repayment
27 obligations.
28

1 c. Not later than ten (10) days following the trainings, SSA will provide Lead Class
2 Counsel with copies of all materials used in the trainings described in this Section C.1.

3 **2. Revisions of General Relief Regulations/Manual**

4 No later than 45 days after the entry of this Consent Decree, the County Parties shall adopt
5 changes to and/or add new provisions in the General Relief Regulations/Manual that govern the GR
6 Program. Promptly upon adoption of the changes and provisions, the County Parties shall provide Lead
7 Class Counsel with copies. The Regulations/Manual changes to be made are as follows:

- 8 a. Allowing applicants and recipients who have no permanent address to specify a Post
9 Office Box or any other designated address for purposes of SSA's mailing of notices
10 and other materials (in a way that is consistent with the Rules that govern SSA's
11 administration of the CalFresh program).
- 12 b. Allowing recipients to obtain a change in classification between employable and
13 incapacitated/ conditionally employable without any new GR application and without
14 any interruption in benefits due to the change in classification, so long as the
15 recipients comply with all program requirements relating to the new classification.
- 16 c. Changing the current requirement that recipients notify SSA within three (3) calendar
17 days of any changes in financial, physical or medical conditions (e.g., assets, income,
18 employment, incapacity, medical condition, etc.) to ten (10) calendar days.
- 19 d. Requiring that written Notices of Action ("NOAs") be issued and mailed to applicants
20 or recipients whenever any action affecting eligibility, duration of benefits or benefit
21 levels regarding an applicant or recipient is taken by SSA.
- 22 e. Requiring that all written notices be made available in alternative formats (e.g., large
23 print, audio, Braille, as provided in SSA ADA policy D19 and CDSS Civil Rights
24 Plan provisions) to applicants or recipients who need them for effective
25 communication. Determination of particular alternative formats will be made at the
26 time of application and as needed.
- 27
28

- 1 f. Changing the current requirement that incapacitated/ conditionally employable
2 recipients provide monthly reports of their financial and medical conditions to a
3 requirement that they provide such reporting on a quarterly basis.
- 4 g. Changing the regulations to reflect that one vehicle up to a value of \$4,650.00, which
5 is the current allowable value in the CalWORKs program, will be exempt from the
6 calculation of personal property asset limits. The value shall be calculated per the
7 determination method to be set forth in the GR Handbook as described in Section
8 C.3.f. of this Consent Decree below.
- 9 h. Changing regulations regarding imposition of sanctions by eliminating any provision
10 that allows lifetime sanctions, limiting sanctions to a period (during which an
11 applicant or recipient may not receive benefits) of no more than 180 days, limiting the
12 grounds for sanction imposed on an applicant to intentional program violations
13 (which will be defined as fraudulent or intentionally false statements), intentional
14 withholding of information, or engaging in violent, destructive or threatening
15 behavior in connection with the GR program and by clarifying that sanctions will not
16 be imposed if good cause is found to exist as discussed in subsections i. and j., below,
17 of this Section 2.
- 18 i. Changing regulations regarding imposition of sanctions for recipients to limit
19 sanctions to instances of intentional program violations, as defined above, or for
20 failure to comply with program requirements without good cause. Lack of good
21 cause consists of either willful failure or refusal of the recipient to follow program
22 requirements, or not less than three separate instances of negligent failure to follow
23 program requirements.
- 24 j. Stating in regulations regarding good cause that in determining good cause, a
25 violation will not be considered willful or negligent if the recipient claims that his or
26 her failure to comply with program requirements was the result of his or her disability
27 and setting forth procedures to determine whether disability was a significant factor
28 causing the failure to comply. In all cases in which the recipient makes such a claim

1 that his or her failure to comply with program requirements was the result of his or
2 her disability, or if SSA has reason to believe that a recipient's disability was a
3 significant factor in causing the failure to comply, then SSA will investigate and
4 determine whether the disability was a significant factor causing the failure to
5 comply.

- 6 k. Amending regulations regarding eligibility for Immediate Needs assistance to state
7 that Immediate Needs assistance shall be offered to all applicants who lack shelter,
8 provided all other requirements for Immediate Need assistance have been met.
- 9 l. For purposes of applying the requirement that employable individuals must register
10 with the GRWP as a condition of eligibility for benefits, amending the regulations to
11 state that the requirement of registration with GRWP shall be satisfied by the
12 applicant's attending a GRWP orientation session, which will be available at least
13 twice daily at the CRO. All other GRWP requirements shall apply only to recipients,
14 and not to applicants for GR.
- 15 m. Stating that if an applicant was fired from or voluntarily left a past employment
16 position, this shall not be used as a basis to deny benefits or impose a sanction if he or
17 she is otherwise eligible.
- 18 n. Revising the regulations to incorporate by reference the following ADA polices: SSA
19 D19 (3/18/08) and SSA D31 (1/3/03), as they may be amended from time to time to
20 comply with any changes in Federal or State law.
- 21 o. Revising the regulations to incorporate by reference and develop procedures to
22 implement the following CDSS Civil Rights Plan provisions:
 - 23 i. "Procedures to identify an applicant's/recipient's disability (physical or mental
24 impairment, which could limit access or participation)." CDSS Plan, Section
25 V.A.4.
 - 26 ii. "Procedures for offering free interpreter services and auxiliary aids, [...]
27 including American Sign Language." CDSS Plan, Section V.A.5.

1 “. . . Sanctions shall be applied when a member of the GR-EU ...
2 (1) Is required to register with the GRWP and subsequently refuses or
3 fails, without good cause, to register or to cooperate.”
4

5 r. Revising Section 80.1 of the GR Manual so that it reads as follows:

6 “Pursuant to W&I Code Section 17000.5, the Board of Supervisors adopts
7 the General Relief standard of aid, including the value of in-kind aid, that
8 is 62% of a guideline that is equal to the 1991 federal official poverty line
9 and which is adjusted in an amount equal to any adjustments provided in
10 the CalWORKs Program. The standard of aid, including the value of in-
11 kind aid, shall be equal to the statutory CalWORKs non-exempt, Region 1,
12 payment level for specific corresponding household size subject to the
13 reductions allowed by 17001.5(a)(2)(A). This standard of aid shall
14 constitute a sufficient standard of aid.”

15 s. Revising Section 80.7 of the GR Manual so that the Monthly Maximum Aid
16 Payment (MAP) Table states that the Maximum Aid Payment for a GR-EU
17 size of 1 person, no shared housing situation, is \$317 per month, 2 persons, no
18 shared housing situation, is \$516 per month, and further states additional
19 monthly grant amounts based on GR-EU household size, subject to any
20 adjustments in accordance with paragraph (r) above.

21 t. Revising Section 20.5 of SSA’s GR Manual to incorporate the CalFresh
22 program’s provision and method, as set forth in Cal Fresh Manual of Policy
23 and Procedure (MPP) 63-300.5(e)(3), of verifying the identity of applicants.

24 **3. Revisions of General Relief Handbook/Guidelines/Policies**

25 No later than 55 days after the entry of this Consent Decree, the County Parties shall adopt
26 changes to and/or new provisions in the General Relief Handbook and any other policy documents,
27 handouts, flyers, website information, pamphlets and guidelines, as applicable, which are followed or
28 applied by SSA staff in administering the GR Program. Promptly upon completion of the proposed

1 changes and provisions, but no later than 60 days after entry of the Consent Decree, the County Parties
2 shall provide Lead Class Counsel with copies of the adopted General Relief handbook/guidelines/policy
3 changes.

4 The changes to be made are as follows:

- 5 a. Allowing applicants and recipients who have no permanent address to specify a Post
6 Office Box or any other designated address for purposes of SSA's mailing of notices
7 and other materials (in a way that is consistent with the Rules that govern SSA's
8 administration of the CalFresh food stamps program) and requiring SSA staff to use
9 the specified street address or P.O. Box for mailing of all notices and other
10 information or documents. If an applicant or recipient fails to specify any address for
11 the receipt of notices, SSA shall inform the applicant or recipient, through oral notice
12 (for telephonic appointments) or written notice delivered in person to those who are
13 present in the CRO for an appointment, that SSA will send all notices to the
14 individual to the CRO where the individual may retrieve his or her mail from SSA.
- 15 b. Allowing recipients to obtain a change in classification between employable and
16 incapacitated/ conditionally employable without any new GR application and without
17 any interruption in benefits due to the change in classification, so long as the
18 recipients comply with all program requirements relating to the new classification.
- 19 c. Changing the current requirement that recipients notify SSA within three (3) calendar
20 days of any changes in financial, physical or medical conditions (e.g., assets, income,
21 employment, incapacity, medical condition, etc.) to ten (10) calendar days.
- 22 d. Requiring that written NOAs be issued and mailed to an applicant or recipient
23 whenever any action affecting eligibility or benefit levels, including duration of
24 assistance, regarding an applicant or recipient is taken by SSA.
- 25 e. Changing the current requirement that incapacitated or conditionally employable
26 recipients provide monthly reports of their financial and medical conditions to a
27 requirement that they provide such reporting on a quarterly basis.

- 1 f. Changing the Handbook to reflect that one vehicle up to a value of \$4,650.00, which
2 is the current allowable value in the CalWORKs program, will be exempt from the
3 calculation of personal property asset limits and that vehicle values are to be
4 determined by reference to the most recent Kelley Blue Book “private party” value at
5 the time of the determination, which can be obtained by going to the following
6 website -- <http://www.kbb.com/whats-my-car-worth/> -- and following the directions
7 to enter the condition of the automobile, based on information provided by the
8 applicant or recipient, and to find the conclusion of value for a private party sale.
- 9 g. Describing circumstances when sanctions may be imposed, noting that lifetime
10 sanctions may no longer be imposed, limiting the maximum sanction period (during
11 which an applicant or recipient may not reapply) to 180 days from the date of the
12 misconduct, limiting the grounds for sanctions regarding conduct of applicants to
13 intentional program violations which will be defined as fraudulent or intentionally
14 false statements, intentional withholding of information, or engaging in violent,
15 destructive or threatening behavior in connection with the GR program, and making it
16 clear that sanctions will not be imposed on applicants for inadvertent omissions or for
17 disability related infractions.
- 18 h. Changing procedure regarding imposition of sanctions for recipients to limit sanctions
19 to instances of intentional program violations, as defined above, or for failure to
20 comply with program requirements without good cause. Lack of good cause may be
21 demonstrated by a showing of either willful failure or refusal of the recipient to
22 follow program requirements or not less than three separate instances of negligent
23 failure to follow program requirements.
- 24 i. Changing procedure regarding good cause to state that in determining good cause, a
25 violation will not be considered willful or negligent if the recipient claims that his or
26 her failure to comply with program requirements was the result of his or her disability
27 and if it is then determined that disability was a significant factor causing the failure
28 to comply. In all cases in which the recipient makes such a claim that his or her

1 failure to comply with program requirements was the result of his or her disability, or
2 if SSA has reason to believe that a recipient's disability was a significant factor in
3 causing the failure to comply, then the SSA will investigate and determine whether
4 the disability was a significant factor causing the failure to comply.

- 5 j. Amending guidelines and policy documents regarding eligibility for Immediate
6 Needs assistance to state that Immediate Needs assistance shall be offered to all
7 applicants who lack shelter, provided all other requirements for Immediate Needs
8 assistance have been met.
- 9 k. For purposes of applying the requirement that employable individuals register with
10 the GRWP as a condition of eligibility for benefits, revising the GR Handbook to
11 state that the requirement of registration shall be satisfied by attending one GRWP
12 orientation session, which will be available at least twice daily at the CRO.
- 13 l. Clarifying that seeking tax refunds and Earned Income Tax Credits (EITCs) are not to
14 be considered to be covered by the requirement that applicants pursue available
15 sources of income.
- 16 m. Revising Section 30.4 of the GR Handbook to (1) allow 10, rather than 5, days to
17 apply for SSI/SSP, (2) allow 30, rather than 10, days to appeal a denial of SSI/SSP
18 and (3) omit the policy statement that "Persons who are suspended from the SSI/SSP
19 program and those who are eligible to SSI/SSP but receive minimal or zero benefits,
20 are not eligible to receive GR."
- 21 n. Revising the GR Rights & Responsibilities Agreement and other forms provided to
22 applicants, including the SSA website, to make it clear that the County may seek to
23 recoup GR funds, other than from an SSI retroactive award, only after the former
24 recipient has met the basic support needs of him or herself and his or her family and
25 only to the extent the former recipient has not performed work through GRWP to
26 offset the amount of his or her repayment obligations.
- 27 o. Revising the GR Rights & Responsibilities Agreement document that is provided to
28 all applicants to make it clear that any applicant or recipient who is unable to come to

1 the CRO due to disability may take advantage of the Home Application option or, if
2 the disability prevents the applicant or recipient from getting to the CRO but does not
3 prevent him or her from getting to another regional office, to attend required meetings
4 or interviews in such other regional office.

5 p. Revising the GR Rights & Responsibilities Agreement document that is provided to
6 all applicants to inform applicants and recipients of the following accommodations
7 that SSA makes available to those who need them:

- 8 i. Persons being served at the reception windows who have an apparent
9 physical and/or mental disability (e.g., using crutches, blindness, not
10 oriented to time or place, using a wheelchair, etc.) and/or those who self-
11 disclose that they require special assistance are accommodated, in
12 compliance with ADA regulations, SSA's ADA policies and CDSS Civil
13 Rights Plan provisions.
- 14 ii. Every effort is made to serve persons with disabilities in reception as soon as
15 possible.
- 16 iii. Home Applications or appointments at other SSA Regional Offices are
17 available to those whose disabilities prevent them from coming to the CRO.
- 18 iv. Clients have the right to designate an Authorized Representative to assist
19 with any phase of the process of applying for and/or continuing to receive
20 GR benefits.
- 21 v. SSI Advocacy Program assists clients who need this assistance to file for SSI
22 benefits.
- 23 vi. ETs will help fill out forms for applicants and recipients who need assistance
24 due to a disability.
- 25 vii. SSA pays copying costs for medical records.
- 26 viii. Referrals for assistance from the Veteran's Service Office are available.
- 27 ix. Referrals for assistance from the Orange County Health Care Agency
28 Behavioral Health division are available.

- 1 x. Automatic referral to, and approval for, Medical Services Initiative (MSI)
2 program is in place for all applicants approved to receive GR.
3 xi. Provision of information to all applicants on how to apply directly for MSI
4 through medical providers.
5 xii. Assistance is provided for all applicants to obtain verifications, such as
6 DMV fee waiver for a California ID card or sending request letters to former
7 employers for income verification.
8 xiii. Additional time may be granted to allow applicants/recipients to provide
9 verifications or comply with program requirements.
10 xiv. Provision of auxiliary aids and services (e.g., alternate formats, including but
11 not limited to, brailled materials, large print, audio, interpreter services) to
12 all applicants and recipients who need them for effective communication.
- 13 q. Revising the GR Handbook to make it compatible with the following guidelines
14 regarding allowable GR eligibility inquiries:
- 15 i. Basic information and eligibility criteria:
- 16 A. Full name, all aliases used in the past, date
17 of birth, social security number.
18 B. Citizenship or immigration status.
19 C. Residence address.
20 D. Verification of residence in County of
21 Orange for at least the prior 15 days.
22 E. Income for month of application up to the
23 30 days prior to the date of application.
24 F. Assets – e.g., estimated value of cash on hand,
25 any bank account, car, any real estate, any significant personal
26 property.
- 27 ii. Ineligibility Factors:
28

- 1 A. Has an employable applicant received GR in the County or in any
- 2 other County for 3 months within the last 12 months?
- 3 B. Is applicant currently subject to any sanction or period of
- 4 ineligibility for General Assistance or GR in any other County?
- 5
- 6 C. Is applicant, or has applicant ever been, a
- 7 member of a CalWORKs Assistance Unit?
- 8 D. Is applicant fleeing to avoid felony
- 9 prosecution, or to avoid confinement for a felony conviction, or
- 10 violating any condition of parole or probation?

11 iii. Information relevant to the Grant amount:

- 12 A. Current income and income during the month
- 13 of application.
- 14 B. Is any person providing Applicant with "in-
- 15 kind" aid, for example, free housing?
- 16 C. Is applicant sharing housing with others?
- 17 If so, how many?
- 18 r. Revising the GR Handbook to state that if an applicant has a current CalFresh
- 19 application on file (or is concurrently applying for CalFresh), then to the extent that
- 20 the CalFresh application requires the same verifications that the GR application
- 21 requires, the applicant need not submit the same documentation twice, and that the
- 22 CalFresh verifications supplied for that application shall be used by GR intake staff to
- 23 satisfy GR requirements. SSA staff will and may still require the applicant to provide
- 24 any additional information, application responses, and verifications that are required
- 25 for GR applications and that are not provided through the CalFresh application.
- 26 s. Creating an information sheet to be included in the standard application package to
- 27 advise applicants of the free process for filing for tax refunds or EITCs.
- 28

- 1 t. Providing an information sheet to applicants to facilitate their requests for
2 Unemployment Insurance Benefits and other possible sources of income.
- 3 u. Revising the GR Handbook to include a statement that SSA staff – upon recognizing
4 that an applicant or recipient who is waiting for service in the CRO has a disability
5 that increases his or her hardship or discomfort experienced during prolonged waiting
6 – should give service priority to such persons in order to reduce waiting times.
- 7 v. Revising the GR Statement of Facts (Application) to include a list of screening
8 questions to be reviewed with applicants by Eligibility Technicians as part of the
9 process of determining employability and need for reasonable accommodation:
- 10 i. Do you have a medical, mental, or emotional condition which prevents you
11 from working full-time or which limits the type of work you can do?
- 12 ii. If yes, please describe your limitations:
- 13 iii. How long do you expect this condition to last?
- 14 iv. Has a medical, mental, or emotional condition made it difficult for you to
15 find or keep a job in the past?
- 16 v. Have you received disability payments in the past?
- 17 vi. Are you now receiving, or have you recently received, treatment for a
18 medical, mental, or emotional condition?
- 19 vii. Have you been prescribed or are you taking medication to help you control
20 your mood or behavior?
- 21 viii. Do you have a mental health counselor or therapist?
- 22 ix. Have you seen a mental health counselor or therapist in the past?
- 23 w. Revising the GR Handbook to include a statement that if a person gives affirmative
24 answers to one or more of the questions listed above, their need for accommodation
25 will be assessed, initially by the ET, and then by others, in accordance with procedures
26 to be developed pursuant to Section C.2.o. of this Consent Decree, above, to
27 implement the CDSS Civil Rights Plan provisions. They will also be referred to an
28

1 EES, the Medical Review Team, other medical professionals, or other behavioral
2 health specialists for further assessment of employability.

- 3 x. Revising SSA's notices provided to applicants and recipients of benefits as follows:
- 4 i. In the initial notice granting aid, to provide clear notice to recipients of the
5 determination of employability and of their right to appeal the determination
6 of employability and the dates of eligibility and benefits;
 - 7 ii. Establishing a system of giving notice to employable individuals of
8 impending expiration of benefits no later than ten (10) days prior to the
9 expiration date;
 - 10 iii. In all NOAs regarding denial, discontinuance or sanctions, where such
11 action taken by SSA would be subject to being set aside or reduced in time
12 or effect if the applicant or recipient had good cause for the violation,
13 conduct or omission that triggered the action by SSA, the NOA should
14 inform the applicant or recipient of his or her right to establish good cause
15 for the conduct or omission, including notice of the right to establish good
16 cause by showing that the person's disability was a substantial factor causing
17 the conduct or omission that led to the Action taken by SSA.
 - 18 iv. All NOAs sent to recipients regarding imposition of sanctions or
19 discontinuance of benefits must give recipients at least ten (10) days in
20 which to cure a failure to comply with GR Program requirements, if such a
21 cure is possible, before the sanction or discontinuance becomes effective.
 - 22 v. Including on all Notices of Action a statement that the applicants or
23 recipients may contact Legal Aid Society of Orange County ("Legal Aid")
24 for assistance and providing the address and phone number for Legal Aid.

25 **4. Changes to Procedures In Administering the GR Program**

26 SSA shall implement the following procedures and offer the following forms of assistance:
27
28

- 1 a. No later than 30 days after the entry of this Consent Decree, offer one-day bus passes to
2 applicants who are unable to provide their own transportation to CRO; make the bus
3 passes available at the CRO and at all other regional SSA offices.
- 4 b. No later than 30 days after the entry of this Consent Decree, offer an adequate number of
5 one-day bus passes to applicants to meet any reasonable and actual needs for
6 transportation to obtain verifications required by the application process; make the bus
7 passes available, at the CRO and at all other regional SSA offices.
- 8 c. No later than 30 days after the entry of this Consent Decree, publicize the availability of
9 bus passes to travel to the CRO or to obtain verifications through posters or flyers at each
10 SSA Regional Office, through inclusion of an information sheet on the bus pass program
11 in the standard application package, and through a description on the SSA webpage
12 regarding GR.
- 13 d. No later than 60 days after the entry of this Consent Decree, publicize the availability of
14 the Home Application option – for those whose disabilities prevent them from getting to
15 the CRO, or, if the disability prevents the applicant or recipient from getting to the CRO
16 but does not prevent him or her from getting to another regional office, to attend required
17 meetings or interviews in such other regional office – by describing the program in
18 posters or flyers at each SSA Regional Office, through inclusion of an information sheet
19 describing the Home Application option in the standard application package, and through
20 a description on the SSA webpage regarding GR.
- 21 e. No later than 180 days after the entry of this Consent Decree, implement a system of
22 phone interviews for semiannual redeterminations and inform recipients of the
23 availability of this system in a notice or flyer to be provided to all recipients.
- 24 f. No later than 30 days after the entry of this Consent Decree, provide information to
25 applicants and others at all SSA regional offices through posters or flyers describing the
26 following accommodations offered by the GR Program to those who need them:
- 27 i. Persons being served at the reception windows who have an apparent physical
28 and/or mental disability (e.g., using crutches, blindness, not oriented to time or

1 place, using a wheelchair, etc.) and/or those who self-disclose that they require
2 special assistance are accommodated, in compliance with ADA regulations,
3 SSA's ADA policies and CDSS Civil Rights Plan provisions.

- 4 ii. Every effort is made to serve persons with disabilities in reception as soon as
5 possible.
- 6 iii. Home Applications or appointments at other SSA Regional Offices are available
7 to those whose disabilities prevent them from coming to the CRO.
- 8 iv. Clients have the right to designate an Authorized Representative to assist with any
9 phase of the process of applying for and/or continuing to receive GR benefits.
- 10 v. SSI Advocacy Program assists clients who need this assistance to file for SSI
11 benefits.
- 12 vi. ETs will help fill out forms for applicants and recipients who need assistance due
13 to a disability.
- 14 vii. SSA pays copying costs for medical records.
- 15 viii. Referrals for assistance from the Veteran's Service Office are available.
- 16 ix. Referrals for assistance from the Orange County Health Care Agency Behavioral
17 Health division are available.
- 18 x. Automatic referral to, and approval for, Medical Services Initiative (MSI)
19 program is in place for all applicants approved to receive GR.
- 20 xi. Provision of information to all applicants on how to apply directly for MSI
21 through medical providers.
- 22 xii. Assistance is provided for all applicants to obtain verifications, such as DMV fee
23 waiver for a California ID card or sending request letters to former employers for
24 income verification.
- 25 xiii. Additional time may be granted to allow applicants/recipients to provide
26 verifications or comply with program requirements.
- 27
- 28

1 xiv. Provision of auxiliary aids and services (e.g., alternate formats, including but not
2 limited to, brailled materials, large print, audio, interpreter services) to all
3 applicants and recipients who need them for effective communication.

4 g. No later than 30 days after the entry of this Consent Decree, designate an SSA employee
5 who will serve as a public liaison to receive communications and provide troubleshooting
6 services regarding complaints or concerns from applicants, recipients or their
7 representatives about SSA's administration of the GR Program as it relates to specific
8 individuals or cases.

9 h. Pay increased GR grant amounts pursuant to the requirements of Sections C.2.r. and
10 C.2.s. of this Consent Decree, above. For purposes of any entitlement of Class Members
11 to receive payment of retroactive benefits based on any asserted shortfall or deficiency in
12 the GR grant amounts paid to them by the County Parties in prior periods, the County
13 Parties shall not be found to have had any obligation to pay a higher grant amount during
14 the period prior to June 30, 2011 than the grant levels now being required by the
15 provisions of Section C.2.s. of this Consent Decree above. The obligation of the County
16 Parties to pay any such shortfalls or deficiencies in GR grant amounts to individual GR
17 recipients for prior periods shall be limited to those Class Members who make claims for
18 such retroactive benefits and who establish entitlement to such payments through the
19 Reopened Appeal process described below. The period of entitlement to such retroactive
20 payments shall be limited to the same period applicable to all other aspects of the
21 Reopened Appeal Rights in general (i.e., from August 24, 2010 going forward).

22 i. Placing Legal Aid brochures in all SSA regional offices' waiting areas. Legal Aid shall
23 be responsible for providing the brochures to SSA free of charge.

24 **5. Application Processing Time Requirement**

25 Throughout the duration of the Consent Decree, SSA shall process and approve or deny at least
26 ninety (90) percent of all GR applications received within thirty (30) days of the filing date of the
27 applications, excluding from the calculation of these percentages any applications in which applicant-
28 caused or applicant-requested delays result in longer processing times. In determining compliance with

1 this provision, SSA need not include any application that was delayed in processing as the result of
2 applicant-caused delay. An “applicant-caused delay” is defined as a delay where the applicant requested
3 SSA to allow the application to be held open to allow the applicant to complete the application process
4 or where the application was otherwise delayed in processing by any actions or omissions of the
5 applicant. Nothing in this Consent Decree should be construed as requiring SSA to deny GR
6 applications on or before the thirtieth (30th) day after the date of application or when SSA cannot make a
7 conclusive determination of eligibility and the applicant still expresses an interest in establishing
8 eligibility for aid.

9 **6. Circumstances Under Which SSA will be Relieved from**
10 **Meeting the Processing Standards of Section C.5.**

11 a. Dramatic Increase in Applications - In the event there are increases in GR applications of
12 10% or more in any given month over the established “baseline” as defined herein below, SSA shall be
13 relieved from complying with the processing standards set in Section C.5., above, so long as SSA
14 implements corrective measures to address the increase in applications and advises Lead Class Counsel
15 of the corrective measures that are being implemented. This subsection relieves SSA from complying
16 with Section C.5. above only for the monthly increase in applications, not for those applications up to
17 the baseline in that month.

18 b. SSA’s Time to Implement Corrective Measures - Such corrective measures shall be
19 implemented within thirty (30) days of the date the data for the particular month becomes available.

20 c. Baseline Defined - The baseline for determining whether the provisions of Section C.6.a.,
21 above, are triggered shall be the average of the total number of GR applications received by SSA, stated
22 as a monthly average, for a six-month period. The six-month period for the baseline for any given
23 month shall be the seventh month preceding through the second month preceding the month that is being
24 evaluated for purposes of determining whether SSA is entitled to relief from compliance. For example,
25 the six-month baseline period to evaluate performance in February 2011 would have been July 2010
26 through December 2010, inclusive.

27 //

28 //

1 **D. Reporting Requirements**

2 **1. Compliance with Requirements Regarding Training and Revisions to GR Manual,**
3 **Handbook/Guidelines, Application Packages and other Documents**

4 No later than 175 days after the entry of this Consent Decree, and no less than once per year
5 thereafter as to ongoing training, SSA shall:

- 6 a. Provide a statement to Lead Class Counsel describing what training has been
7 given to SSA staff, including data on staff attendance and dates of training;
- 8 b. Provide a statement to Lead Class Counsel confirming the revision of SSA's GR
9 Regulations/Manual, Handbook, policies and other documents described above;
- 10 c. Provide a statement to Lead Class Counsel confirming implementation of the
11 other changes in GR practices described above.

12 **2. Quarterly Reporting**

13 Beginning no later than 120 days after entry of this Consent Decree, and every three months
14 thereafter, the County Parties shall provide the following reports:

15 a. To determine compliance by SSA with the above-stated requirement of
16 processing at least 90 percent of all GR applications received within 30 days (which compliance
17 target does not including applications affected by applicant-caused or applicant-requested
18 delays), SSA shall provide a report on quarterly basis (showing monthly statistics for three
19 months within the quarter) to be sent out by email to Lead Class Counsel by the twenty-first
20 (21st) day following the end of the quarter covered by the reports, showing, on a monthly basis,
21 the following:

- 22 i. The total number of GR applications received;
- 23 ii. Of those applications received, the total number approved;
- 24 iii. Of those applications received, the number of applications approved beyond
25 30 days;
- 26 iv. Of those applications received, the total number denied;
- 27 v. Of those applications received, the number denied beyond 30 days; and
- 28 vi. Of those applications received, the number withdrawn.

- 1 b. SSA shall also provide quarterly reports showing:
- 2 i. the number of active cases each month;
- 3 ii. the number of discontinuances of benefits each month due to failure to
- 4 provide quarterly or monthly reports;
- 5 iii. the number of discontinuances of benefits each month due to expiration of the
- 6 period of benefits;
- 7 iv. the number of discontinuances of benefits each month due to failure to comply
- 8 with program requirements;
- 9 v. the number of discontinuances of benefits each month for other reasons
- 10 (which includes recipients who became no longer eligible);
- 11 vi. the number of applicants to whom Immediate Needs assistance was provided
- 12 each month;
- 13 vii. the number of individuals on whom sanctions were imposed each month, and
- 14 the general categories of reasons for the sanctions in each instance;
- 15 viii. the number of applications denied due to failure to provide required
- 16 verifications;
- 17 ix. the number of applications denied due to ineligibility;
- 18 x. the number of applications denied due to failure to comply with program
- 19 requirements; and
- 20 xi. the number of recipients identified as; conditionally employable or
- 21 unemployable.

22 **E. Reopened Administrative Appeal Rights**

23 Although GR applicants and recipients are otherwise required by SSA’s GR rules to appeal

24 SSA’s eligibility determinations, benefits period determinations, and other determinations or actions by

25 SSA within 30 days of the issuance of an NOA by SSA’s GR Program, for purposes of the Settlement

26 and this Consent Decree, all Class members’ appeal rights shall be reopened going back to August 24,

27 2010 through 55 days after the entry of this Consent Decree, subject to the following limitations and

28 procedural requirements:

1 **1. Notices to Class Members of Reopened Appeal Rights**

2 No later than 90 days after the entry of this Consent Decree, the County Parties shall identify all
3 persons who applied for or received GR benefits during the period from August 24, 2010 through 55
4 days after the entry of the Consent Decree and mail or deliver a Notice of Reopened Appeal Rights
5 (“NRAR”) to all such persons (at their last known or last-designated addresses on file, including
6 addresses used by the County for CalFresh or other benefits programs, whichever is most recent and/or
7 believed to be most accurate) of their right to file an appeal challenging any action taken or inaction by
8 SSA in the process of its administration of the GR program during that period of time that affected
9 eligibility, duration of benefits, or benefit levels.

10 The NRAR shall summarize the types of claims that may now result in an award of retroactive or
11 ongoing GR benefits and shall state in plain terms that General Relief policies and practices and grant
12 amounts have changed, and that Class members who were denied, delayed, sanctioned, or terminated
13 from General Relief or who assert an underpayment of GR benefits may now make a claim by filing an
14 appeal, within 120 days of the date of the mailing of the NRAR, as to any and all actions or inactions of
15 SSA in its administration of the GR program, which occurred at any time from August 24, 2010 through
16 55 days after entry of this Consent Decree (which shall be stated in the NRAR as a date certain for the
17 end of reopened appeal rights). The NRAR shall also state that Class Members must exhaust this appeal
18 right and procedure before pursuing their unresolved claims, if any, through the filing of individual
19 judicial actions. The NRAR shall contain the name, address and telephone number for Legal Aid, where
20 assistance with representation may be requested.

21 During the time of the Reopened Appeal Process, the NRAR shall also be: (1) published on the
22 SSA GR webpage; (2) prominently posted at each SSA regional office waiting room; (3) described on a
23 flyer that SSA shall circulate to those non-profit community organizations in Orange County with whom
24 SSA regularly coordinates in delivering services to public assistance recipients for posting and sharing
25 by those organizations with their clients and members of the public; and (4) given to GR applicants and
26 recipients when they meet with SSA staff.

27 //

28 //

1 **2. Exhaustion of Remedy**

2 Class members must file any and all appeals, within 120 days of the date of mailing of the
3 NRAR (which shall be stated as a date certain in the NRAR), as to actions or inactions of SSA in its
4 administration of the GR Program or any asserted underpayment of GR benefits, which occurred at any
5 time from August 24, 2010 through 55 days after entry of this Consent Decree (which shall be stated as
6 a date certain in the NRAR). Class Members must exhaust this appeal right and procedure before
7 pursuing their unresolved Claims, if any, through the filing of individual judicial actions.

8 **3. Filing of Appeal**

9 Any Class Member wishing to appeal any action or inaction of SSA’s GR Program or to assert
10 any past underpayment of GR benefits must submit a simple request in writing by mail or in person.
11 The request will be date-stamped when received by SSA staff; the original request will be forwarded to
12 the Program Integrity/Appeals (“PI”) office and a copy will be sent to the GR program.

13 **4. Processing of Appeal; Provisions of Consent Decree That Shall Apply to Reopened**
14 **Appeal Proceedings**

15 SSA shall promptly review, process, and determine all Appeals pursuant to the provisions below.
16 The SSA Regulations/Manual, Handbook provisions, and guidelines that shall apply to the retroactive
17 Appeals shall include all new, amended or supplemental provisions, and guidelines required by the
18 provisions of Part C, Sections 2 and 3 only of this Consent Decree, above, except for those required by
19 Part C, subsections 2.a., 2.b., 2.f., 2.g., 2.l, 2.n., 2.o., 2.t., 3.a., 3.b., 3.e., 3.f., 3.k., 3.l., 3.m., 3.n., 3.o.,
20 3.p., 3.r., 3.s., 3.t., 3.u., 3.v., 3.w., and 3.x., above, which shall apply only prospectively upon the
21 adoption of the new, amended or supplemental provisions and guidelines required by those provisions.
22 Such new, amended, and/or supplemental SSA Regulations/Manual, Handbook provisions and
23 guidelines, subject to the exclusions listed above in this paragraph, shall be hereinafter referred to as the
24 “Applicable New Provisions” for purposes of processing appeals pursuant to this Part E of this Consent
25 Decree.

26 **5. Preliminary Review**

27 Staff in the GR program will review the Class Member’s request and shall conduct a full review
28 of any evidence and information supplied by the Class Member or otherwise available to SSA, including

1 all available case documentation and information in the CalWIN system, and shall apply in the review
2 all Applicable New Provisions and any and all preexisting provisions of the GR Program
3 Regulations/Manual, Handbook, and any other policy documents, which were adopted or implemented
4 prior to the date of the Consent Decree and which are not in conflict with any of the Applicable New
5 Provisions. The GR program staff may, if necessary, request additional information from the Class
6 Member. If GR program staff determine that the original action(s) should be revised, that change will
7 be made, notice sent to the Class Member, and any additional benefits due shall be issued within 14 days
8 of the program staff decision. The GR program staff shall promptly notify PI of the outcome of the
9 preliminary review upon completion of the preliminary review. All GR Program staff who are involved
10 in conducting the Preliminary Review described in this Section shall be fully trained on all Applicable
11 New Provisions prior to their involvement in the review.

12 **6. The Hearing Process**

13 If the GR program staff did not revise the original action, PI shall schedule a hearing to take
14 place and give a minimum of 21 days' advance written notice to the Class Member of the hearing date,
15 time, and place. The Hearing Officer's decision shall be based upon case records, testimony, and all
16 evidence presented at the hearing, and on all Applicable New Provisions and any and all preexisting
17 provisions of the GR Program Regulations/Manual, Handbook and any other policy documents, which
18 were adopted or implemented prior to the date of the Consent Decree and which are not in conflict with
19 any of the Applicable New Provisions. The hearing shall be held and the Hearing Officer's decision
20 shall be rendered and sent to the Class Member who appealed no later than 90 days after the Class
21 Member's appeal request is received by SSA.

22 Each Hearing Officer shall be an experienced, management-level employee of the PI unit of
23 SSA, which is a unit or division that is independent in operation and supervision from the GR staff.
24 Each Hearing Officer shall be fully trained on all Applicable New Provisions prior to the hearing
25 conducted.

26 PI will send notice of the final decision to both the Class Member and the GR program staff. If
27 the decision was favorable to the Class Member, the GR program staff shall within fourteen (14) days do
28

1 all of the following: make the necessary changes, send notice to the Class Member, and issue any
2 additional benefits due.

3 **7. Additional Administrative Remedies**

4 The notice of the Hearing Officer’s decision will advise the appealing Class Member that if their
5 appeal was denied or dismissed, they also have the right to file a written request for a review of that
6 decision by the Director of the Orange County Social Services Agency (or designee). Such a request
7 must be filed within thirty (30) days of the date of the notice.

8 **8. Effect of Successful Appeal**

9 As to any aspects of the SSA action or inaction challenged for which the appeal is successful,
10 SSA shall not consider any retroactive benefit payments received by a Class Member pursuant to this
11 reopened Appeal process to be income or an asset of the Class Member for purposes of determining the
12 Class Member’s eligibility for ongoing or future GR benefits.

13 **9. Effect of Unsuccessful Appeal**

14 If the Class Member is not fully satisfied with the outcome of the Preliminary Review and/or
15 Hearing process, then the Class Member may pursue any and all available judicial remedies as to the
16 claims that arose in or were based on SSA actions since August 23, 2010 but shall pursue such judicial
17 remedies on an individual basis only.

18 **10. No Bar to Enforcement of Class Consent Decree**

19 Nothing in this section is intended to limit the scope of Part F, Remedies for Noncompliance, set
20 forth below in this Consent Decree.

21 **11. Effect of Decision on Matters Beyond the Scope of the Complaint and Petition, this**
22 **Consent Decree and List of Other Released Claims**

23 Nothing in this section is intended to preclude Class Members from seeking any or all relief for
24 any matter not within the scope of this Consent Decree, the Complaint and Petition, and/or the List of
25 Other Released Claims attached as Exhibit “D” to the Settlement Agreement between the Parties.

26 **12. Reports**

27 Within 30 days of mailing, SSA shall provide to Lead Class Counsel a report on the number of
28 Class member NRARs that were mailed out or delivered and the number that came back as being

1 undeliverable. From the time of mailing of the NRARs until all claims are resolved, SSA shall also
2 provide a monthly report of the number of Class Members who requested an appeal during that month,
3 and of the number of appeals upheld, denied, or denied in part and upheld in part during that month. For
4 appeals that are upheld in full upon Preliminary Review, SSA shall provide Lead Class Counsel with a
5 copy of the Notice of Action granting relief, for the first 25 such appeals on a one-time basis. SSA shall
6 also provide Lead Class Counsel with a copy of each decision rendered by a Hearing Officer on the
7 appeals.

8 **F. Remedies for Non-Compliance**

9 1. In the event that SSA does not meet the requirements regarding timely processing of GR
10 applications set forth in Section C.5., above, in any given month, SSA shall implement appropriate
11 corrective measures within thirty (30) days of the day that statistical data becomes available for the
12 month in question and Defendants shall advise Lead Class Counsel of these corrective measures.

13 2. In the event that SSA does not thereafter meet the required percentages for a third month
14 following implementation of corrective measures and statistical data becoming available for that third
15 month, Class Representatives may then file a motion to enforce the compliance levels set forth in this
16 Consent Decree.

17 3. If the County Parties fail in any other respect to comply with this Consent Decree, Lead
18 Class Counsel shall notify County Counsel of their position that the County Parties have failed to
19 comply. Before filing any motion to enforce or be relieved of the obligations and terms of the Consent
20 Decree, counsel for the moving party shall contact counsel for the opposing party to discuss thoroughly,
21 preferably in person, the substance of the contemplated motion and any potential resolution. Any such
22 motion shall not be filed until ten (10) days after the parties have first conferred in an effort to avoid the
23 perceived need for the motion.

24 4. If Class Counsel bring a successful motion to compel the County Parties to comply with
25 this Consent Decree after complying with the procedures set forth above prior to bringing such a motion,
26 Class Counsel may seek recovery of his or her reasonable attorney's fees.

27 //

28 //

1 **G. Class Counsel's Attorney's Fees and Litigation Expenses**

2 1. Subject to the Court finding that their fee agreement is fair and reasonable, the Parties
3 have agreed through mediation that the County will pay Class Counsel Four Hundred Fifty Thousand
4 (\$450,000.00) for Class Representatives' attorneys' fees, litigation related expenses and costs of suit
5 sought by their cost bill. Concurrent with filing their motion for final approval of the proposed Consent
6 Decree and Settlement Agreement, Class Counsel shall file an unopposed motion for attorneys' fees and
7 litigation related expenses seeking the Court's approval of a \$450,000.00 award and no more than
8 \$450,000.00. If so approved, the County shall pay the award within forty-five (45) days of the date of
9 the Court's approval of the Settlement. Except as provided for herein, all parties shall bear their own
10 attorney's fees and costs incurred in connection with the Action or leading to the filing of the Action.

11
12 Dated: _____, 2012

13 _____
14 JUDGE OF THE SUPERIOR COURT
15
16
17
18
19
20
21
22
23
24
25
26
27
28