

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

JUL 26 2012

ALAN CARLSON, Clerk of the Court

*L. Brown*  
BY L. BROWN

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

EDWIN MANKINEN, SHARIE LA  
TURNO, and GEORGE LETTNER, on  
behalf of themselves and others similarly  
situated,

Plaintiffs,

v.

COUNTY OF ORANGE, BOARD OF  
SUPERVISORS OF ORANGE COUNTY,  
and ORANGE COUNTY SOCIAL  
SERVICES AGENCY,

Defendants.

Case No. 30-2012-00582524-CU-MC-CXC

CLASS ACTION

**NOTICE OF (1) PROPOSED CLASS  
SETTLEMENT AND (2) FINAL  
SETTLEMENT APPROVAL HEARING**

Assigned for All Purposes to:

JUDGE: NANCY WIEBEN STOCK

DEPT.: CX-105

DATE FOR FINAL SETTLEMENT  
APPROVAL HEARING: OCTOBER 10, 2012

TIME: 8:30 a.m.

**A proposed settlement of the above-captioned action may affect your rights.  
Please read the following Notice carefully.**

**This Notice, which has been approved by the Court, is to notify Class Members in the class action *Mankinen, et al., v. County of Orange* of a proposed settlement (the "Settlement") between the parties.** The Court has granted preliminary approval to the Settlement, and it has conditionally certified the Class for settlement purposes only.

Pursuant to the order of the Orange County Superior Court (the "Court") entered on **July 25, 2012, YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

COPY

## 1. PURPOSE OF THIS NOTICE

### Why You Are Receiving This Notice.

**If you applied for or received General Relief on or after August 24, 2010, this notice affects your rights.**

This Notice informs you about the proposed settlement of claims in this lawsuit against the County of Orange (“County”), the Orange County Board of Supervisors (“Board”), and the Orange County Social Services Agency (“SSA”) (the “Action”). (The County, Board and SSA are together referred to below at times as “the County Parties.”) **This notice summarizes the terms of the settlement and states what you must do if you object to the terms of the settlement or wish to opt out of the Class.**

This lawsuit is a class action, in which the claims and rights of many similarly situated people (“Class Members”) are decided in a single court proceeding. In such cases, one or more representative plaintiffs (“Class Representatives”) file a lawsuit asserting claims on behalf of all the Class Members. In this lawsuit, the Class Members include past, present and future applicants for and/or recipients of General Relief from the County from August 24, 2010 through the end of the three-year term of the proposed consent decree that will implement the terms of the Settlement.

If you applied for or received General Relief on or after August 24, 2010, you are a Class Member. You may opt out of the Class if you timely submit a valid request not to participate in the Settlement. You have been sent this Notice because the County’s records show that you are a member of the Class.

## 2. BACKGROUND OF THE CASE

On August 23, 2011, attorneys for one or more of the Class Representatives sent a demand letter to the County Parties. That letter made various claims and demands about the ability of recipients and applicants under the County’s General Relief Program (the “GR Program”) to get help. The GR Program is governed by provisions of the California Welfare & Institutions Code (the “W&I Code”), including W&I Code section 17000 that requires every county to

“.. relieve and support all incompetent, poor, indigent persons, and those incapacitated by age, disease, or accident, lawfully resident therein, when such persons are not supported and relieved by their relatives or friends, by their own means, or by state hospitals or other state or private institutions.”

The Class Representatives have asserted numerous claims (the “Claims”) that the GR Program operated by the County Parties fails to comply with applicable law. Among other Claims raised, the Class Representatives have challenged the following alleged practices as unlawful. By agreeing to settle these claims, the County Parties are

not admitting liability or the truth or accuracy of these claims and would contest and dispute them if the settlement is not approved by the court:

- Disqualifying GR applicants from receiving Immediate Needs assistance if they receive emergency CalFresh benefits;
- Imposing sanctions (i.e., a period of ineligibility for GR benefits) without having determined whether the recipient had “good cause” for failing to comply with program requirements;
- Imposing lifetime sanctions on applicants or recipients of GR;
- Imposing sanctions against GR applicants for past actions such as leaving a job;
- Delaying GR benefits by requiring employable applicants to first attend a GR Work Program screening appointment, when such appointments were not promptly available to applicants at the time they applied for GR benefits;
- Inadequate procedures for identifying GR applicants and recipients who have disabilities and for providing reasonable accommodations; and
- Underpaying GR benefits by \$38 per month.

From September 2011 through early June 2012, the County Parties engaged in extensive negotiations with the Western Center on Law & Poverty (WCLP), The Public Interest Law Project (PILP), and the Disability Rights Education & Defense Fund (DREDF) (collectively referred to hereinafter as “Class Counsel”), who joined together in representing the Class Representatives, toward reaching the proposed Settlement of all of the Claims. The result of those negotiations was the execution of a “Conditional Settlement Agreement and Release of Claims” (the “Settlement Agreement”), which includes a proposed Consent Decree to be entered by the Court in this lawsuit. (Together the Settlement Agreement and its exhibits, including the proposed Consent Decree, set forth the terms and conditions of the Settlement.) On July 25, 2012, the Court granted preliminary approval to the Settlement and authorized this Notice to inform Class Members of the terms of the proposed Settlement and their rights under the Settlement.

If the Court grants final approval of the Settlement, this case will be certified as a class action on behalf of all Class Members as defined above. If the Court does not grant final approval to the Settlement, the case will proceed as though there had been no Settlement, proposed Consent Decree, or conditional certification of the Class. Please note that the County Parties deny the Claims and as of this date, the Court has not ruled on the merits of the Class Representatives’ Claims.

### **3. SUMMARY OF THE SETTLEMENT**

The Settlement Agreement and proposed Consent Decree include the following key terms and benefits to the Class:

A Consent Decree will be entered and remain in effect for three years from the date it is entered by the Court. This means a Court may supervise the County Parties' promises in the Settlement Agreement and Consent Decree for three years.

The Consent Decree will require the County Parties to take the following steps (this is a summary; the complete proposed Consent Decree is available for review as described below in Section 10):

#### **A. Changes to the GR Program**

The County must adopt changes to its GR program procedures and policies to:

- allow GR applicants who have no permanent address to specify a street address or P.O. Box for mailing of all notices;
- allow GR recipients, who otherwise qualify to do so, to change GR classification between employable and incapacitated/conditionally employable without any new GR application and without any interruption in benefits due to the change in classification;
- change the requirement that GR recipients notify SSA of any changes in status or condition within 3 days to a new notice period of 10 days;
- issue written Notices of Action for any County action affecting eligibility, time of aid, or amount of aid;
- simplify the documents and verifications that may be required to show GR eligibility;
- change the requirement that incapacitated/conditionally employable recipients provide monthly reports of their financial and medical conditions to reporting on a quarterly basis;
- increase the maximum exempt value of one vehicle from \$1,500 to \$4,650;
- eliminate any lifetime sanctions, limit the grounds for sanctions to either intentional program violations or situations where there is no good cause; and clarify that sanctions will not be imposed if good cause is found to exist;
- offer Immediate Needs GR assistance to applicants who lack shelter (so long as they meet other application requirements);
- allow applicants to meet the requirement to register with the GR Work Program ("GRWP") by attending a GRWP orientation session to be offered by SSA at least twice daily at SSA's Central Regional Office;
- state that if an applicant was fired from or voluntarily left a past employment position, this shall not be used as a basis to deny benefits or impose a sanction;
- incorporate by reference in the Regulations certain specified policies of the Americans with Disabilities Act ("ADA") and certain specified provisions of the California Department of Social Services Civil Rights Plan;

- increase the GR monthly benefit amount for a single person from \$279 (\$239 cash) to \$317 (\$277 cash) as adjusted when the CalWORKs grant level adjusts;
- incorporate the method of verifying the identity of GR applicants that is used by the CalFresh program;
- clarify that applicants or recipients are not required, as a condition of eligibility, to seek tax refunds and Earned Income Tax Credits (EITCs);
- allow 10, rather than 5, days to apply for SSI/SSP, and allow 30, rather than 10, days to appeal a denial of SSI/SSP;
- omit the policy statement in the GR Handbook that “Persons who are suspended from the SSI/SSP program and those who are eligible to SSI/SSP but receive minimal or zero benefits, are not eligible to receive GR;”
- state that the County may seek to recoup GR funds, other than from an SSI retroactive award, only after the former recipient has met the basic support needs of him or herself and his or her family and only to the extent the former recipient has not performed work through GRWP to offset the amount of his or her repayment obligations;
- state that any applicant or recipient who is unable to come to SSA’s Central Regional Office (“CRO”) due to disability may use the Home Application option or, if the disability prevents the applicant or recipient from getting to the CRO but does not prevent him or her from getting to another regional office, to attend required meetings or interviews in such other regional office;
- revise the GR Rights & Responsibilities Agreement document to include a detailed list of accommodations that SSA makes available to those with disabilities;
- revise the GR Handbook to describe the inquiries that may be made regarding eligibility criteria and to clarify the criteria for determining eligibility;
- create an information sheet to advise applicants of the free process for filing for tax refunds and EITCs, and provide an information sheet to facilitate applicants’ requests for unemployment insurance and other possible sources of income;
- ensure that SSA staff gives an applicant or recipient of GR benefits who is recognized to have a disability service priority;
- revise the screening questions to be used by eligibility technicians in determining employability and identifying disability;
- revise the language of various notices provided by SSA to applicants and recipients to include, as applicable, a description of appeal rights, impending expiration of benefits, the opportunity to assert good cause for failure to comply with program requirements, and adequate notice of impending imposition of sanctions or discontinuance of benefits for failure to comply with program requirements.

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- SSA must also implement changes in its procedures of administering the GR Program: to offer one-day bus passes to applicants who are unable to provide their own transportation to CRO, and to make the bus passes more readily available, providing applicants with enough passes to meet their reasonable and actual needs for transportation to obtain verifications required by the application process; to publicize the availability of the Home Application

option described above; to implement a system of phone interviews for semiannual redeterminations of eligibility; to designate an SSA employee who will serve as public liaison to receive communications and provide troubleshooting services for applicants and recipients; and to pay increased GR benefit amounts in compliance with applicable law.

#### **B. Appeal Rights of Class Members to Claim General Relief**

- SSA must establish and make available to Class Members reopened appeal rights for claims that arose on or after **August 24, 2010**. Upon entry of the Consent Decree, SSA must send all Class Members a Notice of Reopened Appeal Rights (“NRAR”) of their right to file an appeal challenging any action taken or inaction by SSA in the process of its administration of the GR program that affected eligibility, duration of benefits, or benefit levels. The Notice will be mailed to Class Members’ last addresses on file, and will be posted at each SSA waiting room and described in a flyer to community organizations. **Class Members will then have 120 days to make a claim for more aid because of any action taken or inaction by SSA in the process of its administration of the GR program that affected eligibility, duration of benefits, or benefit levels – including for more aid under the new grant amounts, and whether sanctions were proper, verifications required by the county were proper, and notices were given by SSA.**

#### **C. Training of Staff**

- Within 60 days of the entry of the Consent Decree, SSA must train its GR staff (and conduct training of new GR staff members and subsequent annual trainings of all GR staff) on techniques for successfully identifying, working with and providing reasonable accommodations and alternative formats to person with disabilities.
- Within 145 days of the entry of the Consent Decree, SSA must complete training for all existing GR staff (and provide training to new GR staff members on an ongoing basis within 30 days of their joining the GR staff) as to the new policies and practices and the reopened appeal rights.

#### **D. Timely Application Decisions**

- Throughout the 3-year duration of the Consent Decree, the County must process and approve or deny at least ninety (90) percent of all GR applications received within thirty (30) days of the filing date of the applications, excluding from the calculation of these percentages any applications in which applicant-caused or applicant-requested delays result in longer processing times, and subject to certain circumstances specified in the Consent Decree when these processing requirements may be suspended.

### E. Reports to Class Counsel

- Throughout the 3-year Consent Decree, the County Parties must provide a number of reports about GR applications granted, denied, and discontinued, and about the numbers of sanctions, numbers of persons considered conditionally employable or unemployable, and the number of recipients identified as conditionally employable or unemployable.

The Class Representatives and Class Counsel believe that the Settlement is fair, reasonable and adequate to members of the Class.

## 4. SUMMARY OF YOUR OPTIONS AND DATES

You have several options:

(1) To participate in the Settlement described above, you do not need to take any action at this time. If you participate in the Settlement, you may be entitled to file a claim under the reopened appeal rights described above in Section 3(B). You will be bound by the Releases of Claims described below in Section 5.

(2) You may comment on or object to the Settlement in writing, but must file, deliver or mail your comments or objections to the Court and serve copies on the attorneys representing the parties in the Action by **September 26, 2012**, in accordance with the procedure described below in Section 7.

(3) You may request to be excluded from the Settlement according to the instructions in Section 8 below. If you choose to be excluded from the Settlement, you will no longer be a Class Member, will not be entitled to any of the rights and benefits of Class Members under the Settlement, and will not release your claims, which means that you will be able to bring a separate lawsuit on your own for your own claims, if any, if you choose to do so (at your own expense). Unless you properly request to be excluded, you will be a Class Member and will release all claims alleged in this Action (see Section 5 below). In order to request not to participate in the Settlement, you must follow the instructions described in Section 8 below and submit your written request to be excluded postmarked or received by **September 26, 2012**.

## 5. RELEASE OF CLAIMS

**If you participate in the Settlement, it is very important that you understand that you will be releasing legal claims.** Except for the appeal rights described in Section 3(B) of this Notice, you will be prohibited from bringing claims against the County Parties related to the County's GR Program that arose on or after August 24, 2010 through the duration of the Consent Decree and that are covered by the definition of "Claims" set forth in the Settlement Agreement. The language of the Release of Claims contained in the Settlement Agreement reads as follows:

"Upon the Court's entry of the Consent Decree . . . in consideration of the County Parties' promises and agreements set forth herein and the steps and actions to be

taken by the County Parties in compliance with the Consent Decree, the Class Representatives, and each of them, on their own behalf, on behalf of all Class members, and on behalf of all Class Counsel (collectively “Releasers”), hereby waive, discharge and fully release the County and SSA, and each of them, and all of their respective Board members, officers, directors, employees, agents, attorneys, and representatives (individually and collectively, the “County Releasees”), from any and all of the Claims and from any and all past and present claims, actions, causes of action, costs, attorney’s fees, disputes, debts, or liabilities arising from or relating to the “Known GR Program Facts” set forth in the Recitals above, except to the extent those Known GR Program Facts are otherwise modified or eliminated by this Agreement and/or by the requirements of the Consent Decree. Nothing herein shall be construed to preclude any individual from asserting an administrative appeal and/or court action that the rules and regulations of the GR Program, as modified pursuant to this Agreement, have been misapplied to him or her based upon his or her individual circumstances.”

The definition of the “Claims” that are the subject of the above-quoted Release of Claims provision of the Settlement Agreement is as follows:

“ ‘Claims’ shall mean all claims asserted in the ‘[Class Action] Complaint for Injunctive and Declaratory Relief and Verified Petition for Writ of Mandate’ . . . that Class Counsel shall actually file in [the Action] . . . , all claims resolved by the proposed Consent Decree, and all claims described by the “List of Other Released Claims” attached [to the Settlement Agreement as an exhibit]. . . .”

The “Known GR Program Facts” that are included within the Release of Claims consist of the following facts:

“(i) SSA’s GR Program has provided certain maximum assistance or “grant” levels to indigent persons who meet the GR program’s eligibility criteria and who comply with program requirements; (ii) SSA has applied the following criteria for GR eligibility: the requirements that applicants establish that they are legal residents of the County, have income of less than the amount of the GR grant each month, have equity in a home of less than \$5,000, have total personal property not to exceed \$1,000 in value (subject to certain exceptions, including one vehicle with a value of less than \$1,500), have applied for other possible sources of income (e.g., unemployment and disability/SSI), and have “registered” with the GR Work Program if they are determined to be employable; and (iii) SSA’s GR application process has required all applicants to submit the following verifications: photo identification, social security number, proof of income, proof of the value of assets, and proof of application for other available benefits.”

Finally, there is a “List of Other Released Claims” that is attached as an exhibit to the Settlement Agreement, which describes fifteen (15) claims and demands made by the Class Representatives through Class Counsel, which the County Parties *will not be required to comply with* by the Settlement. Those 15 steps or actions covered by the “List of Other Released Claims” are *not* going to be taken by the County Parties pursuant to the Settlement, but all Class Members will waive their right to pursue such claims and demands that arose during the covered period of the settlement (August 24, 2010 through 3 years after entry of the Consent Decree). The List can be reviewed as part of the Settlement Agreement that is available for review as described below in Section 10.

## **6. CLASS COUNSEL ATTORNEY’S FEES AND COSTS PAYMENT**

After the terms of the Settlement were fully negotiated by counsel for the parties, and after they were approved by the Class Representatives, Class Counsel and the County Parties engaged in a mediation of Class Counsel’s demand for an award of attorney’s fees and litigation expenses to compensate Class Counsel for their time and effort in bringing the case and overseeing implementation of the Settlement, and for their out-of-pocket costs incurred or to be incurred in that process. With the consent of the Class Representatives, but subject to Court approval, the County Parties agreed to pay, and Class Counsel agreed to accept, the amount of \$450,000 as compensation in full for Class Counsel’s attorney’s fees, costs and expenses. The time period during which Class Counsel has worked or will work on this Settlement, including its implementation, will be more than four years. The Class Members will have no obligation to pay any portion of such attorney’s fees or litigation costs and expenses. Such payment by the County Parties will not reduce or offset any of their obligations under the Consent Decree. Class Counsel believe the attorney’s fees and costs requested are fair and reasonable, and the County Parties have agreed to pay the amount, pending Court approval. These fee and cost payments will be made only if the Court approves them.

## **7. HOW TO COMMENT ON OR OBJECT TO THE SETTLEMENT (IF DESIRED)**

If you wish, you may comment on or object to the Settlement by submitting a written notice of comment or objection. Any comments or objections must be filed with the Court or hand-delivered or mailed to the Court at Department CX-105, Superior Court, 751 West Santa Ana Blvd., Santa Ana CA 92701, and served, delivered or mailed to all of the parties at the following addresses by **September 26, 2012**:

Stephanie E. Haffner, Esq.  
Western Center on Law & Poverty  
3701 Wilshire Boulevard, Suite 208  
Los Angeles, CA 90010  
E-mail: [shaffner@wclp.org](mailto:shaffner@wclp.org)  
Telephone: (213) 487-7211  
Facsimile: (213) 487-7211

Stephen E. Ronfeldt, Esq.  
The Public Interest Law Project  
449 15th Street, Suite 301  
Oakland, CA 94612  
E-mail: [sronfeldt@pilpca.org](mailto:sronfeldt@pilpca.org)  
Telephone: (510) 891-9794  
Facsimile: (510) 891-9727

Liz A. Pejeau, Deputy County Counsel  
Office of the Orange County Counsel  
P.O. Box 1379  
Santa Ana, CA 92702  
E-mail: [liz.pejeau@coco.ocgov.com](mailto:liz.pejeau@coco.ocgov.com)  
Facsimile: (714) 834-2359

The objection need not be in any specific form; a short and simple statement of your objection is sufficient. You may be represented by your own attorney, but you do not have to be to object. If you comment through an attorney, you will be solely responsible for the fees and costs of your own attorney. If you wish to present your objection at the final approval hearing described below, you should state your intention to do so in your written objection.

If you do not file and serve a written objection in the manner and by the deadline specified above you will be deemed to have waived any objection and will be foreclosed from making any objections to the Settlement (whether by appeal or otherwise).

Any third party community organization interested in commenting or objecting must seek appropriate leave of the Court to submit comments as amicus curiae.

## **8. HOW TO ELECT NOT TO PARTICIPATE IN THE SETTLEMENT (IF DESIRED)**

If you fall within the Class definition described above in Section 1, you are automatically a Class Member, and will be bound by the Settlement's release of claims, unless you elect to be excluded from the Settlement. If you elect to be excluded from the Settlement, you will not receive any direct benefits from the Settlement as a Class Member or the opportunity to participate in the reopened appeal process. If you elect to be excluded from the Class, you will not be bound by the Settlement, will not be bound by the release of claims set forth in the Settlement Agreement, and will be free to pursue your own claims, if any, against the County Parties (at your own expense). To be excluded, you must timely submit a written request not to participate in the Settlement that contains 1) your name, 2) your signature, and 3) the following language:

"I understand that, by this request to be excluded from the Settlement in this Action, I am foregoing all procedural, monetary and other benefits from this Settlement and will receive nothing directly from this Settlement. I understand

that I may bring a separate legal action, but I understand that I might receive nothing or less than what I would have received if I had not elected to be excluded from the Settlement.”

Your written request not to participate in the Settlement must be submitted to Class Counsel at the following addresses, postmarked or received by **September 26, 2012**:

Stephanie E. Haffner, Esq.  
Western Center on Law & Poverty  
3701 Wilshire Boulevard, Suite 208  
Los Angeles, CA 90010  
E-mail: [shaffner@wclp.org](mailto:shaffner@wclp.org)  
Telephone: (213) 487-7211  
Facsimile: (213) 487-7211

Stephen E. Ronfeldt, Esq.  
The Public Interest Law Project  
449 15th Street, Suite 301  
Oakland, CA 94612  
E-mail: [sronfeldt@pilpca.org](mailto:sronfeldt@pilpca.org)  
Telephone: (510) 891-9794  
Facsimile: (510) 891-9727

## **9. NOTICE OF FINAL SETTLEMENT APPROVAL HEARING**

The parties have submitted the Settlement to the Court. The Court has granted preliminary approval of the Settlement. The Court will hold a final hearing on **October 10, 2012, at 8:30 a.m.**, to determine whether to grant final approval to the Settlement as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and costs, as described above, at that time. The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** Only after the Settlement is granted final approval will the benefits under the Settlement be provided to Class Members.

## **10. OTHER INFORMATION**

No Cost to You. The Settlement does not require you to pay money out of pocket. If this Settlement receives final approval, you will receive a separate notice regarding your right to make a claim for benefits owing to you.

Tax Advice Caveat. Any perceived tax advice in this Notice was not intended or written to be used, and it cannot be used, by any recipient for the purpose of avoiding any tax penalties that may be imposed on any person. This Notice imposes no limitation on the disclosure of the tax treatment or tax structure of any transaction. Class Counsel cannot give you tax advice.

This Notice Provides Only a Summary. This Notice provides only a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Settlement Agreement and to the proposed Consent Decree, which are on file with the Clerk of the Court in the Action, or can be reviewed online at the following website addresses:

www.wclp.org  
www.pilpca.org

You also may contact Class Counsel by using the contact information set forth below. **Please do not telephone the Court for information regarding this Settlement or the claim process.**

Questions. If you have questions, please contact the attorneys who represent the Class at:

Stephanie E. Haffner (SBN 194192)  
Western Center on Law & Poverty  
3701 Wilshire Boulevard, Suite 208  
Los Angeles, CA 90010  
E-mail: [shaffner@wclp.org](mailto:shaffner@wclp.org)  
Telephone: (213) 487-7211  
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Stephen E. Ronfeldt  
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449 15th Street, Suite 301  
Oakland, CA 94612  
E-mail: [sronfeldt@pilpca.org](mailto:sronfeldt@pilpca.org)  
Telephone: (510) 891-9794  
Facsimile: (510) 891-9727

\* \* \*

By order of the Superior Court of California, County of Orange

Dated: JUL 26 2012, ~~2012~~

**NANCY WIEBEN STOCK**  
Nancy Wieben Stock  
Superior Court Judge