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10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF SAN FRANCISCO

12 BE VU, SUK KIT WONG, and GURGEN  
13 HOVHANNISYAN

14 v.

15 TAMERON MITCHELL AND LARRY  
16 BOLTON, Chief Deputy Directors,  
17 Department of Social Services, State of  
18 California, and DEPARTMENT OF  
19 SOCIAL SERVICES, STATE OF  
20 CALIFORNIA

21 Respondents.

Case No. CPF-04-504362

22 **SETTLEMENT AGREEMENT**  
23 **AND [PROPOSED] ORDER**

ENDORSED  
FILED  
San Francisco County Superior Court

DEC - 8 2006

GORDON PARK-LI, Clerk  
BY: LINDA K. ESPY  
Deputy Clerk

1 NATIONAL CENTER FOR LAW AND ECONOMIC JUSTICE

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9 *Attorneys for Petitioners*

1 This SETTLEMENT AGREEMENT (Agreement) is entered into by and between Be Vu, Suk  
2 Kit Wong, and Gurgun Hovhannisyan, hereinafter referred to as PETITIONERS, and Clifford  
3 Allenby, in his official capacity as interim Director of the Department of Social Services, State of  
4 California (successor to Tameron Mitchell and Larry Bolton, Chief Deputy Directors) and  
5 Department of Social Services, State of California, herein referred to collectively as  
6 RESPONDENTS.

7 **RECITALS**

8 WHEREAS, on July 15, 2004, PETITIONERS filed a Petition for a Writ of Mandamus  
9 ordering RESPONDENTS to 1) estimate the number of low-income single-language minority  
10 households, both participating and not participating in the Food Stamp program, for each project  
11 ~~area and certification office in California, as required by federal Food Stamp law and~~  
12 implementing regulations, 7 U.S.C. § 2020 (c), (e)(1), (e)(2)(A) and 7 C.F.R. § 272.4 (b)(6);  
13 2) translate all Food Stamp program materials into all languages spoken by at least 100 single-  
14 language minority low-income households served by the same certification office, as required by  
15 federal Food Stamp law and implementing regulations, 7 U.S.C. § 2020 (c), (e)(1), (e)(2)(A);  
16 7 C.F.R. §§ 272.4 (b)(2)(iii), (b)(3)(i); 272.5 (b)(4); and 3) cease implementation of MPP  
17 § 63-202.2 and to promulgate a new regulation that comports with federal Food Stamp bilingual  
18 requirements;

19 WHEREAS, PETITIONERS and RESPONDENTS desire to resolve their dispute according  
20 to the terms set forth in this Agreement;

21 //////////////////////////////////////  
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1 **AGREEMENT**

2 FOR VALUABLE CONSIDERATION, including the promises set forth in this  
3 SETTLEMENT, PETITIONERS and RESPONDENTS agree to the following terms:

4 **Definitions**

5 1. "Agreement" means this Settlement Agreement.

6 2. "Circumstances beyond the agency's control" means events or occurrences that the  
7 Department of Social Services has no power to change or affect, that the Department could not  
8 have changed or affected had it engaged in reasonable preparation, and that frustrate, delay, or  
9 impede the Department's ability to meet the time frames for translation in §§ 15, 16, 17, and 18.

10 3. "Civil Rights Compliance Review Process" means the reviews conducted by California  
11 Department of Social Services Civil Rights Bureau of county welfare departments pursuant to  
12 MPP § 21-201.3.

13 4. "Eight (8) additional languages" means: Arabic, Armenian, Cambodian, Farsi, Hmong,  
14 Korean, Lao, and Tagalog.

15 5. "Estimate" means the estimate of the number of low-income single-language minority  
16 households referred to in 7 C.F.R. § 272.4 (b)(6).

17 6. "Food Stamp forms and materials" and "Food Stamp forms" mean Food Stamp program  
18 information and certification materials as referred to in 7 C.F.R. § 272.4 (b). In this Agreement,  
19 "Food Stamp forms" has the same meaning as "Food Stamp forms and materials."

20 7. "Food Stamp Program" refers to the program created by the Food Stamp Act, 7 U.S.C.  
21 § 2020 et. seq. and its implementing regulations, 7 C.F.R. Part 271 et seq.

22 8. "Four (4) existing languages" means Chinese, Russian, Spanish, and Vietnamese.

23 9. "Low-income single-language minority households" refers to households as provided in  
24 7 C.F.R. §§ 271.2 and 272.4 (b)(1).

25 10. "New or revised forms" means new Food Stamp forms or materials or revisions to Food

1 Stamp forms or materials listed on Attachment A that are developed after June 30, 2006.

2 11. "Notice of Approval of this Agreement by the Court" means five (5) business days after  
3 the date on which Petitioners send Respondents' counsel the Notice of Entry of Judgment.

4 12. "State Fair Hearing Issue Codes" means the numeric codes assigned by the California  
5 Department of Social Services (CDSS) Fair Hearing Division to specific substantive or  
6 procedural issues involved in the state fair hearings and used for purposes of tracking and filing  
7 decisions by issue.

8 13. "Survey of Operations and Access" means the Annual County Food Stamp Program  
9 Survey of Operations and Access that the Respondents transmit to the counties for completion  
10 each year.

11 ~~14. "Twelve (12) languages" means the "Four (4) existing languages" and the "Eight (8)~~  
12 ~~additional languages."~~

13 **Translation of Food Stamp forms and materials**

14 15. After the Notice of Approval of this Agreement by the Court, RESPONDENTS will  
15 translate the Food Stamp program forms and materials identified in Attachment A into the eight  
16 (8) additional languages. RESPONDENTS will complete the translations in the following  
17 manner:

18 a. Forms designated in Attachment A as "High Priority" will be translated into the 8  
19 additional languages within six (6) months from the Notice of Approval of this Agreement by the  
20 Court.

21 b. Forms designated in Attachment A as "Moderate Priority" or "Lowest Priority" will be  
22 translated into the 8 additional languages within twelve (12) months from the Notice of Approval  
23 of this Agreement by the Court.

24 16. RESPONDENTS' current policy is to translate Food Stamp forms into the four (4)  
25 existing languages. After Notice of Approval of this Agreement by the Court, RESPONDENTS

1 will translate into any or all of the four (4) existing languages, Food Stamp forms listed on  
2 Attachment A that have not yet been translated into each of the four (4) existing languages.

3 These forms include:

4  
5 DPA 353 - Notice to Aid to Families with Dependent Children and/or Food Stamp  
6 Administrative Disqualification Hearing

7  
8 DFA 435 - County allegation of intentional program violation/statement of position

9  
10 DPA 478 - Disqualification consent agreement food stamp program

11  
12 FS 13 - Notice to all food stamp members who must pay child support

13  
14 NA 1215 - Food stamp notice of change (termination)

15  
16 RESPONDENTS will translate these forms within the following time frames according to their  
17 designated priority status on Attachment A. High Priority forms will be translated within six (6)  
18 months from the Notice of Approval of this Agreement by the Court. "Moderate" or "Lowest  
19 Priority" forms will be translated within twelve (12) months from Notice of Approval of this  
20 Agreement by the Court.

21 17. RESPONDENTS shall ensure that new and revised Food Stamp forms and materials  
22 developed during the term of this Agreement shall be translated into the twelve (12) languages as  
23 follows:

24 a. RESPONDENTS will designate each new or revised form and materials as "High  
25 Priority," "Moderate Priority," or "Lowest Priority," and add each new item to the next Reporting

1 Matrix list described in ¶22, with identification of the effective date of each document.

2 b. RESPONDENTS will complete translation of new or revised forms and materials within  
3 the following time frames for each priority group: "High Priority" forms will be completed  
4 within six months of the Notice of Approval of this Agreement by the Court or three months  
5 after the effective date of the new or revised form, whichever is later. "Moderate Priority" and  
6 "Lowest Priority" forms will be translated within twelve (12) months of the Notice of Approval  
7 of this Agreement by the Court or three months after the effective date of the new or revised  
8 form, whichever is later.

9 18. If any estimate prepared during the term of this Agreement pursuant to ¶ 30 indicates that  
10 Food Stamp forms must be translated into any language(s) other than the twelve (12) languages,  
11 ~~as required by 7 U.S.C. § 2020 (c), (e)(1), (e)(2)(A), and 7 C.F.R. §§ 272.4 (b)(2)(iii), (b)(3)(i);~~  
12 272.5 (b)(4), RESPONDENTS shall translate all Food Stamp forms and materials into that  
13 language(s) as follows:

14 a. During the term of this Agreement, the RESPONDENTS shall translate into the new  
15 language(s) the Food Stamp forms and materials identified on the most recently issued Reporting  
16 Matrix (Attachment B). Forms designated on the Reporting Matrix as "High Priority" will be  
17 translated into the new language(s) within six (6) months from the issuance of the estimate.  
18 Forms designated on the Reporting Matrix as "Moderate Priority" or "Lowest Priority" will be  
19 translated into the new language(s) within twelve (12) months from issuance of the estimate.

20 19. RESPONDENTS will translate Food Stamp forms within the time frames provided in  
21 ¶¶ 15(a),(b); 16; 17(b); 18(a). In any instance in which RESPONDENTS claim that they are  
22 unable to meet the time frames for completing translations because of circumstances beyond the  
23 agency's control, RESPONDENTS will take the following steps:

24 a. As soon as RESPONDENTS have reason to believe they are unable to meet the time  
25 frames for completing translation, but no later than the expiration of the particular time frame for

1 translation of the forms, RESPONDENTS will send a report to PETITIONERS' counsel that  
2 identifies: 1) each Food Stamp form that will not be translated into a specific language within  
3 the required time frame; 2) the reason for the RESPONDENTS' inability to meet the deadline for  
4 translation; 3) an explanation of how this constitutes "circumstances beyond the agency's  
5 control;" 4) when they learned of the problem; and 5) the steps they are taking or will take to  
6 complete the translation(s).

7 b. Upon submitting the report in ¶19a, RESPONDENTS shall have an additional 90 days  
8 from the expiration of the original time frame in which to complete the required translation(s)  
9 unless PETITIONERS dispute RESPONDENTS' assertion of good cause. If PETITIONERS  
10 dispute RESPONDENTS' assertion of good cause, they shall notify RESPONDENTS within

11 ~~fourteen (14) days of receiving RESPONDENTS' report and the parties shall meet promptly to~~  
12 attempt to reconcile their differences. If the parties are not able to reconcile their differences,  
13 PETITIONERS may seek relief from the court.

14 20. If, based on a current language estimate conducted pursuant to ¶ 30, RESPONDENTS  
15 conclude that they are no longer required by federal Food Stamp law and regulation to translate  
16 Food Stamp forms and materials into specific language(s), they shall notify PETITIONERS'  
17 counsel of that conclusion, the basis for the conclusion, and the date on which they will no longer  
18 translate Food Stamp forms into the specific language(s). RESPONDENTS will continue to  
19 make available to and require counties to use forms already translated, as long as those forms  
20 remain in effect and unrevised.

21 21. On a monthly basis, the Respondents shall notify the counties electronically and, if they  
22 choose, via mail of the form(s) translated during the month. The notice to counties shall identify  
23 the form(s) and language(s) into which the form(s) have been translated. The notice shall include  
24 a statement instructing the counties to use the translated form(s) immediately upon receipt of the  
25 notice of translation and shall include the CDSS website address where the translated forms may



1 be obtained. Respondents shall provide the PETITIONERS' counsel with a copy of this notice  
2 each month at the time they provide the monthly Reporting Matrix described in ¶ 22.

3 **Reporting on Translation Progress**

4 22. Within ten (10) business days of the Notice of Approval of this Agreement by the Court,  
5 RESPONDENTS shall prepare and submit to PETITIONERS the Reporting Matrix list  
6 (Attachment B) that they will use to monitor and report on the translation progress of the  
7 materials listed in Attachment A and any new forms and materials described in ¶ 17. This  
8 Reporting Matrix shall also be used to report the translation progress for forms and materials if  
9 RESPONDENTS' estimate pursuant to ¶ 30 requires that forms be translated into languages  
10 other than the twelve (12) language(s). The Reporting Matrix shall be similar in content and  
11 ~~form to Attachment B and shall include the following information:~~

12 a. A listing of each Food Stamp form identified in Attachment A by form number and title  
13 and any new or revised forms developed pursuant to ¶ 17 by form number and title;

14 b. A designation with respect to each form of whether it is "High Priority," "Medium  
15 Priority," or "Lowest Priority";

16 c. For new or revised forms, an indication that it is a new or revised form, its effective date  
17 and a High, Medium, or Lowest Priority designation. RESPONDENTS will determine priority  
18 designation based on frequency of usage with respect to revised forms. With respect to new  
19 forms, RESPONDENTS will determine the priority designation based on the importance of the  
20 form to the household's receipt or retention of benefits;

21 d. For each form that is deactivated or no longer in use, an indication to this effect and the  
22 date of the deactivation;

23 e. An indication of the date on which RESPONDENTS will cease translating forms into a  
24 specific language, if, based on a current language estimate conducted pursuant to ¶ 30,  
25 RESPONDENTS decide not to do further translations because they are no longer required by

1 Food Stamp law and regulations.

2 f. For each form the due date for translation into each language pursuant to ¶¶ 15(a),(b); 16;  
3 17(b); 18(a);

4 g. For each form which RESPONDENTS must translate pursuant to ¶¶ 15-18, the following  
5 information will be provided in each monthly report:

6 i. Whether the form is available for ongoing use in each language;

7 ii. For forms that have been sent for translation, the date the form was sent for translation;

8 and

9 iii. For forms translated after Notice of Approval of this Agreement by the Court, an  
10 indication that the form has been translated into a particular language and the date by which

11 ~~counties must use the translated form.~~

12 23. Commencing on the fifteenth of the second month following the month of Notice of  
13 Approval of this Agreement by the Court and thereafter on the fifteenth of each month,  
14 RESPONDENTS shall provide PETITIONERS' counsel with the Reporting Matrix referred to in  
15 ¶ 22 that contains the information described in ¶ 22 with respect to the preceding month.

16 **Instructions to County Departments of Social Services**

17 24. Within 60 days after the Notice of Approval of this Agreement by the Court,  
18 RESPONDENTS shall issue an All County Letter (ACL) or All County Information Notice  
19 (ACIN) that includes the following:

20 a. An explanation of the RESPONDENTS' plans to translate Food Stamp forms and  
21 materials into the 8 additional languages;

22 b. The Food Stamp translation obligations;

23 c. An attached copy of this Agreement signed by the Court;

24 d. A copy of the Report Matrix referred to in ¶ 22;

25 e. That counties shall immediately use a translated form once RESPONDENTS have

1 provided the translated form to the counties;

2 f. Specify RESPONDENTS' procedure for making newly translated forms available to the  
3 counties;

4 g. An explanation of the procedures governing the approval and use of substituted forms  
5 when CDSS has translated the form;

6 h. That translated forms shall be used despite any limitations that automated systems may  
7 impose on the use of translated forms; and

8 i. That RESPONDENTS will monitor counties' use of translated forms through the Civil  
9 Rights compliance review process, Annual Food Stamp Program Survey, and state fair hearing  
10 codes, as described below, and any other additional means they choose.

11 ~~25. Within 30 days after the Notice of Approval of this Agreement by the Court, but no later~~  
12 than the date on which the draft ACL or ACIN is distributed to the counties for review or  
13 comment, RESPONDENTS shall provide a draft of the ACL or ACIN referred to in ¶ 24 to  
14 PETITIONERS' counsel for comment. PETITIONERS' counsel shall forward any written  
15 comments regarding the draft instructions to RESPONDENTS' attorney within 15 days of their  
16 receipt of the draft instructions.

17 **Monitoring County Departments of Social Services' Use of Translated Forms**

18 26. During the term of this Agreement, RESPONDENTS will use the Civil Rights  
19 Compliance Review process to monitor the counties' use of translated forms as follows:

20 RESPONDENTS' civil rights compliance review process will include a determination,  
21 utilizing the most current version of the Reporting Matrix, whether county departments of social  
22 services are using the appropriate translated forms.

23 27. During the term of this Agreement, RESPONDENTS will use the annual County Food  
24 Stamp Program Survey of Operations and Access to monitor counties' use of translated forms:

25 For the Survey of Operations and Access for the Fiscal Year July 1, 2005 - June 30, 2006,

1 and subsequent surveys conducted during the term of this Agreement, RESPONDENTS will  
2 include question 2 of the survey form transmitted by All County Information Notice No. I-30-05  
3 (July 6, 2005) (Attachment C), modified to include Spanish in the list of languages.

4 28. During the term of this Agreement, RESPONDENTS will monitor counties' use of  
5 translated forms through the state fair hearing process as follows:

6 a. Within 30 days of the Notice of Approval of this Agreement by the Court,  
7 RESPONDENTS will amend the state fair hearing issue codes to identify issues related to  
8 translation of forms. RESPONDENTS will issue instructions to the Administrative Law Judges  
9 regarding the use of these codes. The instructions shall provide that the case shall be coded as  
10 having a "translation of forms" issue code whenever the claimant or the Administrative Law  
~~11 Judge identifies the issue of forms or materials being provided in a language other than the~~  
12 claimant's primary language. These instructions shall be effective upon issuance.

13 RESPONDENTS shall provide PETITIONERS' counsel a copy of these instructions upon their  
14 issuance.

15 29. During the term of this Agreement, RESPONDENTS shall provide PETITIONERS'  
16 counsel with a copy of the results of the above monitoring processes as follows:

17 a. RESPONDENTS will provide PETITIONERS' counsel with the tabulation and analysis of  
18 the survey results from the County Food Stamp Program Survey of Operations and Access at the  
19 same time as the results are transmitted to the counties.

20 b. RESPONDENTS will provide PETITIONERS' counsel with the original civil rights  
21 compliance review reports within 30 days of their completion.

22 c. RESPONDENTS will provide PETITIONERS' counsel data indicating the total number  
23 of state Food Stamp fair hearings and the number of state Food Stamp fair hearings assigned the  
24 code(s) indicating a translation issue. RESPONDENTS will provide the data to PETITIONERS'  
25 counsel twice a year for the periods January through June and July through December within 30

1 days after the end of each period.

2 **Estimating the number of low-income single-language minority households**

3 30. RESPONDENTS shall develop an estimate of the number of low-income single-  
4 language minority households, pursuant to 7 C.F.R. § 272.4 (b)(6) as follows:

5 a. Within 60 days of the Notice of Approval of this Agreement by the Court,  
6 RESPONDENTS shall provide PETITIONERS' counsel with their initial estimate methodology  
7 and allow PETITIONERS ten (10) business days to comment. RESPONDENTS shall finalize  
8 their initial estimate methodology within 60 days of receiving PETITIONERS' comments.

9 b. Within 90 days after finalizing the initial year's methodology, RESPONDENTS shall  
10 complete their estimate of the number of low-income single-language minority households.

11 ~~Upon its completion, RESPONDENTS shall provide PETITIONERS' counsel with the estimate.~~

12 c. RESPONDENTS shall update the estimate annually from the date of the initial estimate.  
13 RESPONDENTS may change the methodology used, but shall notify PETITIONERS' counsel  
14 during the term of this Agreement of any changes in the method CDSS intends to use in making  
15 the estimate and allow PETITIONERS' counsel ten (10) business days to comment before any  
16 changes to the methodology are finalized. Upon completion of the annual estimate,  
17 RESPONDENTS shall provide PETITIONERS' counsel with the estimate.

18 **General Provisions**

19 31. The parties agree that this Petition shall be dismissed with prejudice, except that  
20 PETITIONERS' claims with respect to their Second Cause of Action regarding the  
21 RESPONDENTS' obligations under federal Food Stamp law to translate forms and materials for  
22 the work component of the CalWORKs and General Assistance programs in which Food Stamp  
23 recipients must participate are dismissed without prejudice.

24 32. RESPONDENTS agree that PETITIONERS are entitled to attorneys' fees and costs  
25 pursuant to California Code of Civil Procedure sections 1095 and 1021.5.

1 33. Within 45 days after the Notice of Approval of this Agreement by the Court, National  
2 Center for Law and Economic Justice (formerly Welfare Law Center) and Coalition of California  
3 Welfare Rights Organizations shall submit their request for attorneys' fees to RESPONDENTS.  
4 If, within 120 days of Notice of Entry of Judgment, the parties cannot agree on attorneys' fees,  
5 the matter shall be submitted to the Court for determination, unless the Court extends the time  
6 for the parties to resolve the fees issue. If PETITIONERS submit their request for attorneys' fees  
7 to the Court, RESPONDENTS shall not challenge PETITIONERS' entitlement to attorneys'  
8 fees, but only the amount of the request.

9 34. If PETITIONERS seek reimbursement for costs, they shall file a memorandum of costs  
10 pursuant to California Rules of Court section 870.

11 ~~35. This Settlement Agreement shall be governed by the laws of the State of California and~~  
12 Federal Food Stamp laws and regulations. Any proceeding regarding enforcement of this  
13 Settlement Agreement shall be brought in the County of San Francisco.

14 36. The persons signing this Agreement represent that they have the authority to enter into  
15 this Agreement on behalf of the respective parties that they represent and that this Agreement  
16 shall be binding upon, and inure to the benefit of the Parties, their successors, and assigns.

17 37. This Agreement has been drafted by all parties. In the event a court is required to  
18 interpret this Agreement, no party shall have the right to argue that the other is responsible for  
19 any ambiguity in the language of the Agreement, and any uncertainty or ambiguity shall not be  
20 interpreted against any one party.

21 38. Notwithstanding the provisions of this Settlement Agreement, RESPONDENTS reserve  
22 the right to implement, change, or otherwise alter or amend the procedures and requirements of  
23 this Settlement Agreement if required by intervening changes in federal statute, regulation, or  
24 written federal instruction inconsistent with this Settlement Agreement. RESPONDENTS shall  
25 provide counsel for PETITIONERS with written notification, by certified mail or by hand

1 delivery with written acknowledgment of receipt, of a required change at least thirty (30) days  
2 prior to the commencement of implementation, unless RESPONDENTS are required to  
3 implement such a required change in less than thirty (30) days. If RESPONDENTS are required  
4 to implement a required change in less than thirty (30) days, RESPONDENTS shall provide  
5 notice to PETITIONERS' counsel no later than seven (7) working days after learning of a  
6 required change. PETITIONERS shall have the right to challenge whether the change is required  
7 by federal statute, regulations, or written instructions.

8 39. The Court shall retain jurisdiction to enforce the provisions of this Settlement Agreement  
9 for a period of 30 months from the date of the court's approval of this Agreement, except as  
10 follows:

11 ~~a. If an estimate conducted during the 30-month term of this Agreement requires that Food~~  
12 Stamp forms be translated into additional language(s), the Court shall retain jurisdiction until the  
13 RESPONDENTS complete the translation of Food Stamp forms in effect on the date the estimate  
14 was finalized. The Court shall retain jurisdiction only to enforce the Respondent's translation  
15 obligation under ¶ 18 with respect to the additional language(s) and the RESPONDENTS'  
16 obligation to report monthly to PETITIONERS on translation progress with respect to the  
17 additional language(s) pursuant to ¶¶ 22 and 23.

18 b. If the RESPONDENTS obtain an extension of the time frame for completing the required  
19 translations, pursuant to ¶ 19, the term of this Agreement shall be extended for a period of time  
20 equal to any extension(s) of the deadline for completing translations.

21 //

22 //

23 //

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25 //


1 IN WITNESS WHEREOF, the Parties have executed this SETTLEMENT AGREEMENT as of  
2 the date set forth adjacent to each of their respective signatures.

3  
4  
5 ATTORNEYS FOR PETITIONERS

6  
7  
8 DATED: 11/14/06

  
JODIE BERGER  
Legal Services of Northern California

9  
10  
11 DATED: 11/16/06

  
AMY P. LEE  
Bay Area Legal Aid

12  
13  
14 DATED: 10/31/06

  
MARY R. MANNIX  
National Center for Law and Economic Justice

15  
16  
17 DATED: 11/9/06


  
GRACE GALLIGHER  
Coalition of California Welfare Rights Organizations

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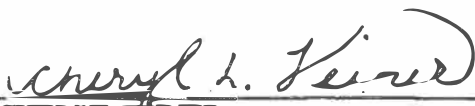


ATTORNEYS FOR RESPONDENTS

DATED: 11/7/06

  
LAWRENCE B. BOLTON  
Deputy Director, Legal Division  
California Department of Social Services

DATED: 11/1/06

  
CHERYL FEINER  
Deputy Attorney General  
for BILL LOCKYER  
Attorney General of the State of California

<sup>4</sup>  
~~PROPOSED~~ ORDER

Having read the Settlement Agreement, it is so ordered.

DATED: DEC 4 2006

  
RONALD E. QUINDAGRAY  
Judge of the Superior Court