

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
CONCERNING THE DISASTER SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM
(D-SNAP) FOLLOWING SUPERSTORM SANDY**

Are you a New York City resident who either: (a) lived in areas of New York City that were covered by the D-SNAP operated after Superstorm Sandy but did not apply for D-SNAP benefits (otherwise known as disaster food stamp benefits) because of a disability, **OR** (b) have a disability and would need reasonable accommodations to apply for D-SNAP benefits in future D-SNAP programs?

The areas of New York City that were covered by the D-SNAP operated after Superstorm Sandy were: Coney Island (zip codes 11244, 11235 and zip code 11229 south of Allen Ave.); Red Hook (zip code 11231); Lower Manhattan (zip code 10002); the southeast shore of Staten Island (zip code 10306 and zip code 10305 south of Seaview Ave.); and the Rockaways in Queens (zip codes 11691, 11692, 11693, 11694 and 11697). If you lived in any of these areas during Superstorm Sandy in 2012, you may have been eligible for the D-SNAP operated from December 12-18, 2012, even if you no longer reside there.

If so, you should read this notice, which provides information about the settlement of a lawsuit involving reasonable accommodations in the D-SNAP program.

BACKGROUND

A lawsuit, Toney-Dick, et al. v. Robert Doar, et. al., 12 Civ. 9162 (S.D.N.Y.), was brought in December 2012, in which four individuals claimed that the New York City Human Resources Administration (“HRA”) and New York State Office of Temporary and Disability Assistance (“OTDA”), among others, denied individuals with disabilities meaningful access to D-SNAP benefits after Superstorm Sandy. Specifically, they challenged the requirement that applications for D-SNAP benefits be filed either in-person in Brooklyn or Staten Island or through an authorized representative. The four plaintiffs now represent two classes, which are: (a) disabled individuals who were eligible to apply for benefits from the Sandy D-SNAP; and (b) individuals who may be eligible to apply for benefits from a future D-SNAP program and who will need reasonable accommodations because of a disability (or disabilities). The parties have agreed to a settlement for both classes, which must be approved by the Court. This notice sets forth the proposed settlement and your rights as a potential class member.

PROPOSED SETTLEMENT

You can see the entire proposed settlement at the websites for HRA (<http://nyc.gov/hra>), OTDA (<http://otda.ny.gov>), and the Legal Aid Society, (<http://www.legal-aid.org/dsnap>), and at <http://www.sandydsnapsettlement.com>. The essential terms of the settlement are:

1. **Reasonable Accommodations in the D-SNAP program.** HRA will implement and administer an additional D-SNAP program in response to Superstorm Sandy in which applicants with disabilities, who resided in the designated areas at the time of Superstorm Sandy, will be given reasonable accommodations, such as home visits, to help them apply. In future D-SNAP programs, HRA will undertake its best efforts to comply with all applicable federal and state guidance, which have been amended to expand accommodations available to disabled persons in D-SNAP programs. OTDA will discuss with HRA whether all options for reasonable accommodations were considered.
2. **Enforcement.** The Court will retain jurisdiction to enforce this settlement for 24 months after approval of the settlement, or 12 months if HRA convenes the Disability Panel described below.
3. **Disability Panel.** HRA may appoint and convene a Disability Advisory Panel that will address emerging issues, challenges, and solutions related to disability and other access and functional needs of HRA clients with disabilities.
4. **Release.** In exchange for the relief in paragraph 1 above, Class Members will release all claims against the City Defendants and State Defendants that were or could have been raised in the action.

IF YOU AGREE WITH THE SETTLEMENT

If you agree with the settlement, you do not need to do anything. You will be bound by the settlement’s terms.

RIGHT TO OBJECT

Any class member has the right to object to the proposed settlement as not fair, reasonable, and adequate by appearing and stating his or her objections in person or by counsel. The Court has set a hearing for this purpose on June 25, 2015 at 1:00 p.m. at the following address:

**Honorable Katherine B. Forrest, United States District Judge
United States District Court for the Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street, New York, NY 10007**

Class members may also object to or comment on the settlement by sending a letter marked “Toney-Dick v. Doar Class Settlement” and post-marked twenty-one (21) days prior to the fairness hearing, to the Court at the address listed above, with a copy sent to the following:

Sumani Lanka
199 Water Street
New York, NY 10038

*Attorney for Lead Plaintiffs
and the Class*

If you have any questions, you also may call or email the following attorney, who represents the plaintiffs in this lawsuit. **DO NOT CALL THE COURT.**

Sumani Lanka
Legal Aid Society
Tel. (212) 577-3314
svlanka@legal-aid.org