

*Copy then return*

**Greater Boston Legal Services  
68 Essex Street  
Boston, Ma. 02111  
(617)357-5757 x3997**

To: Lucy Williams, Sue Marsh and Mary Quinn  
From: Barbara Sard *BS*  
Re: AG's Counter-Response concerning Proposed Final Judgment  
language  
Date: July 10, 1989

Enclosed is the latest version, delivered to my office today. The genesis of this are two-fold: my response to their early June counter-offer, in which I told Reed to take or leave our draft of April, and a conversation I had with Reed at DPW about 10 days ago, at the occasion of a meeting to discuss what DPW would do about the once-again imminent evictions of Watson and Phillips, the two women who were intervened as plaintiffs in Feb. '88. [DPW has subsequently offered to pay EA, technically as arrears by waiver, but really as a retro rent supplement, until each of them obtains a housing subsidy or is no longer financially eligible--for EA or AFDC, I'm not sure.] Reed acted surprised (whether genuinely or not, I could not tell...) that we were offended by their counter-offer. What now appears to me, from his cover letter as well as his redraft, is that while there may not be a significant issue about the incorporation of the Jan. 6, 1988 declaratory judgment, there is no agreement about whether we can reopen the case before Grabau for homeless relief, and it would be their intent to fight it.

While Reed did not reiterate the offer of the side letter about the timing of the filing of the adequacy report, I assume there is no problem in obtaining that.

Thus, I think the question here is whether to settle or not. As this latest draft is a very material difference from our April offer, precisely as it gives up what was most critical to us: the security that they would not resist our reopening the case *before Grabau*. Between us, my sense is that Grabau thinks of the case as closed, or he probably would have had a clerk get in touch with me, as he has done before. Given all the crap that DPW is shoving out, and the fact that this case may be a good vehicle for challenging some of it,



although that needs more careful thought than I have been able to give it, I don't see why we should move now to make it harder for us to get back before Grabau. I await your advice.



THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE ATTORNEY GENERAL

JOHN W. McCORMACK STATE OFFICE BUILDING  
ONE ASHBURTON PLACE, BOSTON 02108-1698

JAMES M. SHANNON  
ATTORNEY GENERAL

July 10, 1989

**BY HAND**

Barbara Sard, Esq.  
Greater Boston Legal Services  
68 Essex Street  
Boston, MA 02111

Re: Massachusetts Coalition for the Homeless, et al.  
v. Secretary of Human Services, et al.,  
C.A. No. 80109

Dear Barbara:

As we discussed recently, I had not understood my last proposal to be asking you to give up any rights under Rule 60(b). Evidently, we disagree on what rights you would have under that Rule, but we are willing to leave that disagreement to another day.

Moreover, I gather that your concern about incorporating all of the Declaratory Judgment entered January 6, 1988, relates solely to the possibility that doing so might be construed as implying that the defendants currently are in compliance as set forth therein. Again, this was not our intention.

I am enclosing an amended, proposed Agreement for Final Judgment which I believe should satisfy your concerns on both these scores.

I look forward to your response to these proposals.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Reed Witherby".

H. Reed Witherby  
Assistant Attorney General

HRW/sm  
Enclosure

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
C.A. No. 80109

\_\_\_\_\_  
MASSACHUSETTS COALITION FOR  
THE HOMELESS, et al.,

Plaintiffs

v.

SECRETARY OF HUMAN SERVICES,  
et al.,

Defendants  
\_\_\_\_\_

**AGREEMENT FOR FINAL JUDGMENT**

The parties hereby agree to the entry of final judgment incorporating the Declaratory Judgment After Rescript entered November 4, 1987, the Declaratory Judgment entered January 6, 1988, and the Declaratory Judgment entered March 29, 1989. The parties agree that ¶¶ 2-4 of the January 6, 1988, Declaratory Judgment reflect matters as they stood at that time, and not necessarily as they stand currently. The parties further agree that the entry of final judgment pursuant hereto shall not bar future efforts to enforce future compliance with ¶ (g) of the Declaratory Judgment After Rescript entered November 4, 1987. Whether or not such efforts, if any, may appropriately be made in this case is the subject of disagreement among the parties,

and is left to be determined by applicable law and rules should any such effort be made.

By their attorneys,

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Barbara Sard, Esq.  
Greater Boston Legal Services  
68 Essex Street  
Boston, MA 02111  
(617) 357-5757 ext. 3997  
Attorney for the Plaintiffs

JAMES M. SHANNON  
ATTORNEY GENERAL

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H. Reed Witherby  
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Boston, Massachusetts 02108-1698  
(617) 727-2200 ext. 2076  
BBO NO. 531600  
Attorney for the Defendants

Approved and So Ordered:

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Charles M. Grabau  
Justice of the Superior Court

Dated: June \_\_, 1989