

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

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|---------------------------|---|----------------------------------|
| JOY EVANS, et al., |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| And |) | |
| |) | |
| UNITED STATES OF AMERICA, |) | Civil Action No. 76-cv-293 (ESH) |
| |) | |
| Plaintiff-Intervenor, |) | |
| |) | |
| v. |) | |
| |) | |
| MURIEL E. BOWSER, et al., |) | |
| |) | |
| Defendants. |) | |

SETTLEMENT AGREEMENT AND CONSENT ORDER

The Court has been apprised that the District of Columbia (“District”) and the Quality Trust for Individuals with Disabilities, Inc. (“Quality Trust”)¹ (collectively, “the Parties”) have conferred regarding the extent to which Quality Trust may provide legal services under the Settlement Agreement approved and entered by this Court on March 30, 2001 [Dkt. No. 472, Ex. A] (“2001 Settlement Agreement”).² That issue is the subject of a Motion for Declaratory Judgment filed by the District on March 12, 2015 [Dkt. No. 1524], which was fully briefed on April 6, 2015, and subsequently referred to the Special Master for report and recommendation. Following negotiations before the Special Master, the Parties reached an agreement regarding the District’s Motion and the relief sought therein. Accordingly, the Parties now jointly request that

¹ Quality Trust is an “external monitoring body” created in 2001 “to permanently protect the interests of the [Evans] class members once this case ends,” Mar. 30, 2001 Op. & Or. [Dkt. No. 472] at 7; its role and functions relevant to class and non-class members are set forth in the 2001 Settlement Agreement and the Court’s March 30, 2001 Consent Order.

² The Parties acknowledge that their agreement, as set forth herein, will be governed by and construed in accordance with the laws of the District of Columbia, and will be enforceable, after termination of the *Evans* matter, in Superior Court.

the Court enter this Settlement Agreement and Consent Order, which resolves all disputed issues regarding the nature and scope of Quality Trust's legal representation, disposes of the District's Motion, and, to the extent necessary, clarifies, but does not supersede, the 2001 Settlement Agreement and the Court's March 30, 2001 Consent Order. The Special Master submitted a report and recommendation supporting this result.

Upon consideration of the agreement of the Parties, the recommendation of the Special Master, and the entire record, it is hereby:

ORDERED that, except as otherwise specified in this Order, individuals employed by Quality Trust to furnish legal services shall refrain from providing direct legal representation³ to any individual, class of individuals, or entity, in any matter, regardless of forum, involving an interest or claim for relief arising from, relating to, or in connection with any support or service administered by the Department of Disability Services ("DDS") or any sub-agency or successor agency thereof, where the District, including any District agency, officer, or employee, is an adverse party; and it is

FURTHER ORDERED that the foregoing shall not prohibit individuals employed by Quality Trust to furnish legal services from representing individuals in intervention proceedings before the Probate Division of the District of Columbia Superior Court, acting as court-appointed counsel in commitment and admission proceedings before the Family Court Operations Division, representing individuals in matters arising under the Individuals with Disabilities Education Act,

³ For the purposes of this Order, "direct legal representation" means any engagement in which a client-lawyer relationship exists, excluding discussions between a lawyer and a prospective client. See D.C. Bar R. Prof. Conduct 1.6, cmt. 9 ("most of the duties flowing from the client-lawyer relationship attach only after the client has requested the lawyer to render legal services and the lawyer has agreed to do so"); *In re Thomas Fortune Fay*, 111 A.3d 1025, 1030 (D.C. 2015) ("existence of an attorney-client relation is not solely dependent on a written agreement, payment of fees, or the rendering of legal advice [Ethical] obligations . . . arise from the establishment of a fiduciary relationship between attorney and client").

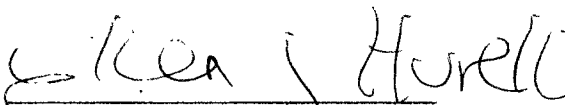
or from contracting with, or otherwise arranging for, outside counsel to provide direct legal representation in any proceeding; and it is

FURTHER ORDERED that, notwithstanding the foregoing, individuals employed by Quality Trust to provide legal services shall not be prohibited from providing direct legal representation in matters that are pending as of the date of this Order, so long as the existence of those matters were disclosed to the District on or before Friday, June 26, 2015; and it is

FURTHER ORDERED that, in light of the foregoing, the District's Motion for Declaratory Judgment and to Enforce the Settlement Agreement is denied as moot.


SO ORDERED.

Dated: 6/30/15



HON. ELLEN S. HUVELLE
United States District Court Judge

ACCEPTED FOR THE DISTRICT OF COLUMBIA BY:

KARL A. RACINE
Attorney General for the District of Columbia

 on June 23, 2015
ELIZABETH SARAH GERE
Acting Deputy Attorney General
Public Interest Division

ACCEPTED FOR THE QUALITY TRUST FOR INDIVIDUALS WITH DISABILITIES, INC. BY:

 on June 23, 2015
TINA M. CAMPANELLA
Chief Executive Officer
Quality Trust for Individuals with Disabilities, Inc.

Leslie A DAVIS on June 23, 2015
LESLIE A. DAVIS
Counsel for Quality Trust for Individuals with
Disabilities, Inc.