

## **IMPORTANT NOTICE**

*Notice of Proposed Settlement of a Class Action Lawsuit Concerning Blind and Visually Impaired Persons Who Receive or Apply for Medi-Cal Services*

**PLEASE PAY ATTENTION TO THIS NOTICE IF YOU ARE BLIND OR VISUALLY IMPAIRED AND RECEIVE MEDI-CAL SERVICES OR WANT TO APPLY FOR MEDI-CAL SERVICES.**

**YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED SETTLEMENT AGREEMENT**

## **NOTICE OF CLASS ACTION**

In this notice, you will learn about a class action lawsuit and the proposed settlement to the lawsuit, which may impact your rights.

A **class action lawsuit** is brought by one or more people—called “**class representatives**”—filing a lawsuit on behalf of people who have similar claims. All of these people are called “**class members**.” In a **class action**, one court resolves the claims for all class members at the same time.

This Notice is about a proposed settlement (which we will call the “**Settlement Agreement**” or “**Settlement**”) that will resolve a class action lawsuit if the court approves it:

*Hinkle v. Baass*, U.S. District Court for the Northern District of California,  
Case No. 3:18-cv-06430-MMC

This lawsuit was filed by three blind individuals and an organization, the California Council of the Blind. The individuals are called “class representatives.” The individuals participate in the Medi-Cal program and receive healthcare benefits from Medi-Cal. **They filed a class action lawsuit on behalf of themselves and other blind and visually impaired persons who participate in, or may apply for, the Medi-Cal program.**

The class representatives say in the lawsuit that the California Department of Health Care Services (DHCS) discriminated against blind and visually impaired persons who participate in the Medi-Cal Program. The class representatives believe this discrimination occurred when blind individuals received notices regarding the Medi-Cal program and benefits in print format, rather than in Braille or another alternative format.

DHCS denies all of the claims in the lawsuit. DHCS says that it always obeyed the law, and that it never discriminated against blind or visually impaired persons who participate in the Medi-Cal program.

However, the parties have agreed to certain things to end the lawsuit. These things are described below and are set out in detail in the Settlement Agreement. The court has to say that this agreement is ok before the lawsuit can end.

## **THE SETTLEMENT CLASS**

The “**settlement class**” is a group of people who will be affected by the Settlement Agreement. You are a member of the settlement class if:

1. You are a Medi-Cal beneficiary or applying to become a Medi-Cal beneficiary; **and**

2. You are blind. “Blind” includes all persons who, under state or federal civil rights laws, have a vision-related disability that limits the major life activity of seeing, and require alternative methods to access standard print information. Any reference to applicants or beneficiaries also includes Blind individuals who are representing or otherwise assisting a Medi-Cal applicant or beneficiary.

## **SUMMARY OF THE SETTLEMENT AGREEMENT**

### **Plan to Enhance Alternative Format Options for Blind People**

DHCS will do the following things:

- ensure that **any method by which individuals may apply for Medi-Cal**, may start the Medi-Cal eligibility process, may respond to the Medi-Cal redetermination process, or may review or correct application and eligibility information **allows Blind Individuals to say if they want to receive written materials in alternative formats**;
- **have an online form** that blind individuals can use to tell DHCS that they need to receive Written Materials in Alternative Formats;
- **provide all written materials** that pertain to a blind individual’s Medi-Cal benefits or application **in the format requested by the individual, including standard alternative formats like large print, Braille, and audio and electronic formats**;
- **inform individuals that they can also request other, non-standard alternative formats**. DHCS will refer such requests to its Office of Civil Rights (OCR). OCR will evaluate and provide written decisions regarding requests for nonstandard alternative formats in accordance with the law;
- **ensure that DHCS’s websites are accessible**. The Settlement Agreement would require DHCS to make sure that these things are done and in order to accomplish this may communicate with counties, health plans, programs overseen by the Medi-Cal Behavioral Health Division (“MCBHD”) and by California Children’s Services (“CCS”), and fee-for-service providers as necessary or appropriate.

This case also names the counties of Contra Costa, San Diego, and Alameda as defendants (**County Defendants**). County Defendants agree to:

- **fully cooperate with DHCS’s plan** for the provision of effective communication to blind individuals;
- **provide training to all County employees** who directly interact with Medi-Cal applicants or recipients regarding the provision of effective communication with blind people;
- **ensure each county has at least one employee** who is trained and **available to answer questions** regarding effective communication with blind people; and
- **monitor their own compliance** with DHCS’s plan.

In addition, DHCS will take appropriate steps to ensure that all counties in California are providing effective communication to blind people, including collecting and reviewing information from counties about the numbers of people requesting alternative formats, the types of formats requested, any denials of requests, and complaints.

### **Monitoring the Agreement**

The attorneys who represent the settlement class are called “**class counsel**.” They will monitor whether DHCS does what it promised.

DHCS will regularly **report information** regarding progress to class counsel.

Class members can report any problems to class counsel. Based on reports from DHCS or complaints from blind individuals, class counsel may ask for a meeting with DHCS. DHCS will meet with class counsel in order to resolve the issues.

Class counsel may ask for additional meetings to discuss concerns about completing the actions required by the Settlement Agreement. These reports and discussions will continue for as long as the Settlement Agreement is in place.

DHCS's plan is included in the Settlement as Exhibit A. The Settlement will end two years after DHCS finishes implementation of its plan. The parties expect that DHCS will continue to provide blind individuals with effective communication as required by law after that.

### **Attorney Fees and Costs**

The class members are represented by attorneys from Disability Rights California, Disability Rights Advocates, and the Disability Rights Education and Defense Fund ("Class Counsel"). These attorneys have spent years working on this case and have not yet been paid anything for their time.

The Settlement Agreement says that DHCS will pay class counsel \$1,550,000 in attorneys' fees and costs for their work on this lawsuit and to monitor DHCS as it does the things it agreed to in the Settlement Agreement.

### **Resolution of Claims**

This Settlement Agreement resolves all claims in the lawsuit referenced above. This means that if the court approves the Settlement Agreement, class members will give up the right to sue DHCS based on the same problems, occurring before the settlement of this case, that are described in the lawsuit.

This lawsuit did not seek monetary damages and does not affect any right you may have to sue individually for monetary damages. Class representatives and class members will not receive money as part of the Settlement Agreement.

## **COURT HEARING ON SETTLEMENT**

The United States District Court for the Northern District of California granted preliminary approval of the Settlement Agreement. The Court has scheduled a hearing for **June 27, 2025 at 9:00 a.m.** to determine if the proposed Settlement Agreement is fair and reasonable and should be finally approved. The hearing will be held in courtroom 7 on the 19<sup>th</sup> floor of the federal courthouse in San Francisco, CA, located at 450 Golden Gate Avenue, San Francisco, CA 94102.

You do not have to attend the hearing, but you are welcome to do so. You have the right to be heard at the hearing if you submit a timely objection and state in your objection that you wish to speak at the hearing.

The court may change the date of the hearing without further notice to you or the rest of the class. You can visit Disability Rights California's website at <https://www.disabilityrightsca.org/HinklevBaassSettlement> to confirm that the date has not been

changed. You can also check the court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> to confirm that the date has not changed.

### **OBJECTIONS TO THE SETTLEMENT**

If you are a member of the class or if you are the legal representative of a class member, you have the right to ask the court not to approve the Settlement Agreement. This is called an objection. To object, you must send the information listed below to the court. Your objection should include the following:

- The name of this case: *Hinkle v. Baass*, Civ. No. 3:18-cv-06430-MMC
- If you are a class member, state your name and the primary county where you receive Medi-Cal services. If you are the legal representative of a class member, state your name, the class member's name, and the primary county where the class member receives Medi-Cal services.
- Explain why you do not like the Settlement Agreement.
- Say whether you want to speak at the hearing.
- Say whether your objection applies to everyone who is blind and participates (or is applying to participate) in the Medi-Cal program, applies only to a specific group of people, or applies only to you (or the class member on whose behalf you are submitting the objection).

The Court can only approve or reject this Settlement Agreement. You cannot ask the Court to change the settlement.

Your objection must be submitted by **May 9, 2025** or if mailed, postmarked by **May 9, 2025**. You may, but do not have to, appear at the Final Approval Hearing, either in person or through your own attorney.

Do not mail objections to class counsel or DHCS. Written objections must be sent to the court at the following address:

Clerk of the United States District Court  
Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102  
Reference: *Hinkle v. Kent*, U.S. District Court for the Northern District of California, Case No. 3:18-cv-06430-MMC

If you are not able to send a written objection, you have the following options:

You can fill out the information online at this website:  
<https://www.disabilityrightsca.org/HinklevBaassSettlement>

Or, you can leave a voice mail at this toll free number: 833-930-2486.

**IF YOU DO NOT SUBMIT AN OBJECTION BY THE DEADLINE, YOU WILL LOSE YOUR RIGHT TO OBJECT TO THE SETTLEMENT AGREEMENT**

**IF YOU AGREE WITH THE SETTLEMENT AGREEMENT, YOU DO NOT NEED TO APPEAR OR SEND THE COURT ANYTHING**

**BINDING EFFECT**

If the court approves the Settlement Agreement, the Settlement will prevent all class members from bringing their own lawsuits about the same problems that are being addressed by this Settlement. This means that you cannot later seek different or additional relief regarding the issues and time period addressed in the Settlement.

**MORE INFORMATION**

This notice summarizes the lawsuit and the proposed Settlement Agreement. It does not describe all the details. For the precise terms and conditions, please see the Settlement Agreement, which is available online at <https://www.disabilityrightscalifornia.org/HinklevBaassSettlement>. You may also obtain a copy of the Settlement Agreement, and access other documents filed in this case, by:

- Accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. To use PACER, you must create an account.
- Visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. Please do not call the court or the court clerk's office to ask questions about this settlement. Information about court accessibility can be found at <https://www.cand.uscourts.gov/about/locations/access/>.
- Contacting class counsel at the address or telephone number below:

If you have questions about the case or settlement, you may contact either Rebecca Williford at Disability Rights Advocates or Autumn Elliott at Disability Rights California for more information.

Here is their contact information:

Attn: Rebecca S. Williford  
Disability Rights Advocates  
2001 Center Street, Fourth Floor  
Berkeley, CA 94704  
Phone: (510) 665-8644

Attn: Autumn M. Elliott  
Disability Rights California  
350 S. Bixel Street, Ste 290  
Los Angeles CA 90017  
Phone: (833) 930-2486

To obtain copies of this Notice in another language or in alternative accessible formats, please contact DHCS's Office of Civil Rights at: (916) 440-7370.