

1 **IMPORTANT NOTICE**

2 *Notice of Proposed Settlement of Two Class Action Lawsuits Concerning Deaf Individuals*
3 *Who Receive Services from California’s Regional Centers*

4 **ATTENTION:** Please read this notice if you are Deaf and receive services from a Regional Center
5 in California, or if you are Deaf and are eligible to receive services from a Regional Center in
6 California. A Regional Center is an agency that is funded by the California Department of
7 Developmental Services (DDS) to coordinate services for Californians with developmental
8 disabilities.

9 **PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED**
10 **BY A PROPOSED SETTLEMENT AGREEMENT**

11 **NOTICE OF CLASS ACTION**

12 In this notice, you will learn about two class action lawsuits, and the proposed settlement to the
13 lawsuits, which may impact your rights.

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

18 This Notice is about a proposed settlement (which we will call the “Settlement Agreement”) that
19 will resolve two class action lawsuits if the court approves it:

- 20 1. *McCullough, et al. v. California Department of Developmental Services, et al.*, U.S.
21 District Court for the Northern District of California, Case No. 3:20-cv-02958-SI
- 22 2. *McCullough, et al. v. California Department of Developmental Services, et al.*, Superior
23 Court of California County of Alameda, Case No. RG20073868

24 These lawsuits were filed by three deaf people who receive services through Regional Centers.
25 They are the class representatives. They filed the lawsuits on behalf of all other deaf people who
26 receive services from Regional Centers.

27 The class representatives say in the lawsuits that DDS discriminated against deaf people who
28 receive services from Regional Centers by:

- 29 - Not making sure that Regional Centers provide deaf people with the services they need to
30 effectively communicate with other people; and
- 31 - Not making sure that deaf people have the same access to Regional Center services and
32 programs as people who are hearing.

33 DDS denies all of the claims in the lawsuit. DDS says that it always obeyed the law and that it
34 never discriminated against deaf people who receive services from the Regional Centers.

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

4 THE SETTLEMENT CLASS

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

- 7 1) You receive services from a Regional Center or are eligible to receive services from a
8 Regional Center;
9 **and**
- 10 2) You are deaf. Deaf means you have severe or profound hearing loss, with or without
11 corrective measures like hearing aids.

12 SUMMARY OF THE SETTLEMENT AGREEMENT

13 Plan to Enhance Services for Individuals Who Are Deaf

14 DDS will do the following things:

- 15 • hire a **statewide deaf specialist** with knowledge about providing services and supports to
16 deaf people;
- 17 • work with **experts** to help them make good decisions about how to support deaf people;
- 18 • provide funding to each regional center to hire a **deaf services specialist** to better serve
19 deaf consumers;
- 20 • make services for deaf consumers a priority for **specific grant funding** during the 2022–
21 2023 fiscal year; and
- 22 • create a **webpage** with information about deaf services; and
- 23 • send a reminder to Regional Centers of the ADA’s requirements for the provision of
24 effective communication to individuals who are deaf.

25 DDS will also work with Regional Centers to:

- 26 • Offer **communication assessments** to deaf people;
- 27 • Hire a **deaf specialist** at each regional center to help deaf consumers;
- 28 • Offer **specialized training** to regional center staff and to professionals who serve deaf
people;
- Conduct **outreach** and **work with local agencies** that have experience providing services
to deaf people; and
- Develop a **housemate matching system** for deaf consumers.

DDS must make sure that these things are done, and may communicate with regional centers to do that.

1 **Monitoring Implementation of the Agreement**

2 The attorneys who represent the Settlement Class are called “Class Counsel.” They will monitor
3 whether DDS does what it has promised. Every six months after the Court approves the
4 Settlement Agreement, DDS will give Class Counsel:

- 5 1. A report on progress towards the actions listed above under the Plan to Enhance Services
6 for Individuals Who Are Deaf, and
- 7 2. A summary of data showing the progress in making communication assessments
8 available.

9 DDS and Class Counsel will meet twice every year to discuss these reports and data.

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

13 **Attorney Fees and Costs**

14 The Class was represented by attorneys from Disability Rights California and Disability Rights
15 Advocates (“Class Counsel”). These attorneys spent years working on this case and have not yet
16 been paid anything for their time.

17 The Settlement Agreement says that DDS will pay Class Counsel \$1,300,000 in attorneys’ fees
18 and costs for their work on these lawsuits and to monitor DDS as it does the things it agreed to in
19 the Settlement Agreement.

20 **Resolution of Claims**

21 This Settlement Agreement resolves all claims in both of the lawsuits referenced above. This
22 means that if the Court approves the Settlement Agreement, class members will give up the right
23 to sue DDS based on the same problems that are described in the lawsuits.

24 These lawsuits did not seek monetary damages. Class representatives and class members will not
25 receive money as part of the Settlement Agreement.

26 **COURT HEARING ON SETTLEMENT**

27 The Honorable Susan Y. Illston of the United States District Court for the Northern District of
28 California granted preliminary approval of the Settlement Agreement. Judge Illston has scheduled
a hearing for **Friday September 15, 2023 at 10:00am** to determine if the proposed Settlement
Agreement is fair and reasonable and should be finally approved. The hearing will be held via
Zoom webinar at <https://cand.uscourts.zoomgov.com/j/1612108939?pwd=RFIsVmV0ZlFYb1ovQzRNTVlXNzcydz09>. Information on joining a virtual public hearing is available at
<https://www.cand.uscourts.gov/judges/illston-susan-si/>.

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 want to say something about the Settlement Agreement.

1 The Court may change the date of the hearing without further notice to you or the rest of the
2 class. You can visit the settlement website at [https://dralegal.org/class-notice/california-](https://dralegal.org/class-notice/california-department-of-developmental-services/)
3 [department-of-developmental-services/](https://dralegal.org/class-notice/california-department-of-developmental-services/) or [https://www.disabilityrightsca.org/cases/mccullough-v-](https://www.disabilityrightsca.org/cases/mccullough-v-california-department-of-developmental-services-class-action)
4 [california-department-of-developmental-services-class-action](https://www.disabilityrightsca.org/cases/mccullough-v-california-department-of-developmental-services-class-action) 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.

5 **OBJECTIONS TO THE SETTLEMENT**

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

- 9 • The name of this case: *McCullough v. DDS*, Civ. No. 3:20-cv-2958
- 10 • If you are a class member, state your name and your regional center. If you are the legal
representative of a class member, state your name, the class member’s name, and the
class member’s regional center.
- 11 • Explain why you do not like the Settlement Agreement.
- 12 • Say whether you want to speak at the hearing.
- 13 • Say whether your objection applies to everyone who is Deaf and receives services from a
regional center, 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).

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

15 Your objection must be submitted by **August 16, 2023** or if mailed, postmarked by **August 16,**
16 **2023**. You may, but do not have to, appear at the Final Approval Hearing, either in person or
through your own attorney.

17 Do not send objections to Class Counsel or DDS. Written objections must be sent to the court at
the following address:

18 Clerk of the United States District Court
19 Northern District of California
20 450 Golden Gate Avenue
21 San Francisco, CA 94102
22 Reference: *McCullough, et al. v. California Department of Developmental*
Services, et al., U.S. District Court for the Northern District of California, Case
No. 3:20-cv-02958-SI

23 Video recordings of objections in ASL must be sent to the court via email to the following
24 address: sicrd@cand.uscourts.gov

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

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

1 **BINDING EFFECT**

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

5 **MORE INFORMATION**

6 This notice summarizes the lawsuits and the proposed Settlement Agreement. It does not describe
7 all the details. For the precise terms and conditions, please see the Settlement Agreement, which
8 is available online at [https://dralegal.org/wp-content/uploads/2023/05/McCullough-Settlement-
Agreement.pdf](https://dralegal.org/wp-content/uploads/2023/05/McCullough-Settlement-Agreement.pdf). You may also obtain a copy of the Settlement Agreement, and access other
documents filed in this case, by:

- 9
- 10 – 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.
 - 11 – Visiting the office of the Clerk of the Court for the United States District Court for the
12 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.
13 Please do not call the court or the court clerk’s office to ask questions about this
settlement.
 - 14 – Contacting Class Counsel at the address or telephone number below:

15 If you have questions about the case or settlement, you may contact either Meredith Weaver at
16 Disability Rights Advocates or Melinda Bird at Disability Rights California for more information.

17 Here is their contact information:

18 Attn: Meredith J. Weaver
19 Disability Rights Advocates
2001 Center Street, Third Floor
Berkeley, CA 94704
21 Phone: (510) 665-8644

Attn: Melinda Bird
Disability Rights California
350 S. Bixel Street, Ste 290
Los Angeles CA 90017
Phone: (213) 213-8000

22 If you need this information in ASL, an ASL interpretation of this notice is available at
<https://dralegal.org/class-notice/california-department-of-developmental-services/> and
[https://www.disabilityrightsca.org/cases/mccullough-v-california-department-of-developmental-
services-class-action](https://www.disabilityrightsca.org/cases/mccullough-v-california-department-of-developmental-services-class-action). To obtain copies of this Notice in another language or in alternative
23 accessible formats, please contact:

24
25 Kristy Boyes
Senior Staff Counsel
26 Department of Developmental Services
Telephone: (916) 323-3004
27 Email: Kristy.Boyes@dds.ca.gov
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