

NOTICE OF CLASS ACTION PROPOSED SETTLEMENT

Bloom et al. vs. City of San Diego
United States District Court, Southern District of California
Case No. 3:17-cv-02324

WHY YOU ARE RECEIVING THIS NOTICE

You are receiving this notice because you may be a class member in the above lawsuit. The class definition is: **“All persons in the City of San Diego who used, use, or will use an RV or other vehicle as their only form of shelter anywhere, at any time after November 15, 2017.”** You may also be receiving this Notice because you are a nonprofit or other organization that has close contact with class members. ***This notice summarizes the proposed Settlement Agreement (“Settlement”) in this case between the Plaintiffs acting on behalf of the class, and the Defendant, the City of San Diego.*** Please review the information contained in this Notice.

AS A CLASS MEMBER, YOU ARE HEREBY NOTIFIED that Plaintiffs have reached a proposed Settlement with the City of San Diego that will resolve all claims in this case. The Settlement is not final until it is approved by the Court. The Settlement gives Plaintiffs and members of the class certain benefits as described in detail below. If approved, the Court will have three years to enforce the Settlement.

If you would like more information and a copy of the Settlement, please visit the following website at www.vhosetlement.com or **call 619-320-5763.**

HOW TO RESPOND TO THIS NOTICE

You have two options. You can:

DO NOTHING. If you read the notice and decide you agree with the Settlement, you don’t have to do anything. If the judge decides the Settlement is fair to the class, then the Settlement will be approved, and you and other class members will be bound by it.

OR

OBJECT TO THE AGREEMENT: If you read the notice and decide you do not agree with the Settlement, then you can object by notifying the Court. Please see instructions about that below.

FINAL APPROVAL HEARING. A final approval hearing will take place on October 10, 2024, at 2:00 p.m. at the U.S. District Court, Southern District of California, 221 West Broadway, San Diego, Ca. 92101 before the Honorable Anthony J. Battaglia, Courtroom 4A (4th floor). Please note the date and time of the hearing is subject to change without further notice, which means you may not be notified of changes to the date and time. Please go to www.vhosetlement.com for the latest update.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

1) WHAT IS THIS CASE ABOUT?

This lawsuit challenged two City ordinances that penalize people for living in their vehicles and/or parking certain large vehicles overnight in the City. The ordinances are the Vehicle Habitation Ordinance (VHO), prohibiting vehicle habitation, and Oversized Vehicle Ordinance (OVO), prohibiting parking of RVs and other oversized vehicles from 2:00 a.m. to 6:00 a.m. Plaintiffs Michael Bloom, Stephen Chatzky, Tony Diaz, Valerie Grischy, Penny Helms, Benjamin Hernandez, Doug Higgins, Suzonne Keith, Gerald Stark, Anna Stark and David Wilson filed this suit against the City of San Diego on November 15, 2017, on behalf of themselves and other members of the class. Plaintiffs claim that the ordinances and vehicle impoundment violate the constitutional rights of members of the class.

2) WHY IS THIS A CLASS ACTION?

A lawsuit filed on behalf of an individual provides relief to that individual. In a class action, one or more individuals, called Class Representatives, sue on behalf of all people (e.g. a “class”) that have similar claims to them. The Class Representatives in this case are Stephen Chatzky, Valerie Grischy, Penny Helms, Benjamin Hernandez, Suzonne Keith, Gerald Stark, and Anna Stark. The law firms representing the Class (“Class Counsel”) are Law Office of Ann E. Menasche, <https://bulldogforjustice.com/>; Fish & Richardson PC, <https://www.fr.com/>; Disability Rights California, <https://www.disabilityrightscalifornia.org/>; Disability Rights Advocates, <https://dralegal.org/>; Dreher Law Firm, <https://www.dreherlawfirm.com/>; Manfred, APC, <https://www.manfredapc.com/>; Law Foundation of Silicon Valley, <https://www.lawfoundation.org/>; and National Homelessness Law Center <https://homelesslaw.org/> .

3) WHY IS THERE A SETTLEMENT?

There is some risk in asking a Court to decide the outcome of a case. Rather than continuing litigation in the case with the Court deciding who wins, the Plaintiffs and the City of San Diego reached an agreement that they believe is beneficial to all parties, including class members. Also, settlement agreements can include terms that a court may not be authorized to order on its own. Though all settlements involve some degree of compromise, the Plaintiffs and their attorneys think the terms of this Settlement are fair and in the best interests of members of the class as compared to what we could likely accomplish at trial.

4) WHAT ARE THE MAIN TERMS OF THE SETTLEMENT?

- **Ticket Forgiveness.** Upon request by class members, the City of San Diego will forgive all outstanding OVO tickets for parking oversized vehicles between 2:00 a.m. and 6:00 a.m. received by class members between November 15, 2017, and the date of the Settlement. Ticket forgiveness will also be provided for parking tickets issued for violation of any signage referring to the prohibition against vehicle habitation. The City will inform the Department of Motor Vehicles that the fines are no longer owing.
- **Limitations on VHO enforcement.** The Settlement limits VHO enforcement in the following ways:
 - **No enforcement for simply living in your vehicle.** The VHO will not be enforced against people for simply living in their vehicle. Under the Settlement, police may only enforce the VHO if there is reasonable suspicion of a crime or law violation *other than* living in one's vehicle.
 - **You may use your vehicle for transportation without violating the VHO.** Class members may use the vehicle that they live in for transportation without being cited under the VHO. Use for transportation includes, but is not limited to, traveling and temporarily parking to visit parks, beaches, shops, libraries, go to the doctor, attend school, work, or religious services or to visit family or friends.

- **No nighttime VHO enforcement when legal parking options are unavailable.** The VHO restriction prohibiting parking a vehicle used as shelter between the hours of 9pm and 6am will not be enforced when legal parking in the City’s designated parking lot program (“Safe lots”) is unavailable. Legal parking is considered unavailable when the “Safe lots” are full, closed, or there is no spot reasonably available to the class member, considering, among other factors, the type of vehicle, the distance to the lot and whether there is adequate space for the vehicle.
- **Opportunity to relocate before enforcement.** A parking violation does not by itself provide grounds for the VHO to be enforced against you. For enforcement to occur based on a parking violation, a class member must first be given an opportunity to relocate the illegally parked vehicle to a legal parking spot. This includes an opportunity to relocate to an available spot at a “safe lot.”
- **Limitations on OVO enforcement.** The Settlement limits OVO enforcement in the following ways:
 - **No nighttime OVO enforcement when legal parking options are unavailable.** The OVO may not be enforced against you when legal nighttime parking in the City’s designated parking lot program (“Safe lots”) is unavailable. Legal parking is considered unavailable when the “Safe lots” are full, closed, or there is no spot reasonably available to the class member, considering, among other factors, the type of vehicle, the distance to the lot and whether there is adequate space for the vehicle.
 - **Opportunity to relocate before enforcement.** A class member parked illegally under the OVO will have an opportunity to move the vehicle to an available parking spot at a “Safe lot” before they can be ticketed under the OVO.
- **Expansion and improvement of the City’s designated parking program (“safe lots”).** Additional options for legal nighttime parking will be provided in various locations throughout the City. The City will also make improvements at the Mission Valley “Safe Lot” to enhance health and safety for residents of oversized vehicles by widening the entrance to the lot and adding running water, showers, electric hookups, improved lighting, and

shade. An updated list of vacant spots in the City's parking program will be publicly made available on the City's website on at least a nightly basis. The City will also indicate whether the spaces are suitable for oversized vehicles. Also, class members may keep a second vehicle at the Mission Valley lot. The lot will continue to operate on a 24-hour basis during the three-year period of the Settlement.

- **ADA-related requests by class members with disabilities will be considered in good faith in compliance with the law.** Class members requesting reasonable modifications (exceptions to City rules and policies) that they need based on their disability will have those requests considered as required under the Americans with Disabilities Act (ADA).
- **Monetary Aspects of Settlement.** The Agreement does not provide for any monetary damages for class members; however, individual class members may still bring their own claims for monetary damages. The individual named Plaintiffs who brought the case have resolved their own claims for monetary damages under the Settlement, which provides for an award of \$15,000 to each named Plaintiff and a service award of \$7,500 to each Plaintiffs appointed as class representative for their work on behalf of the class. The Settlement also includes reasonable attorneys' fees and expenses that Plaintiffs' attorneys are seeking in a substantially discounted amount of \$2,950,000 for six years of work litigating the case. The City has agreed to pay this amount in attorneys' fees and expenses, as well as additional costs necessary to monitor compliance with the Settlement for the reserved jurisdiction, not to exceed \$25,000. Class members do not have to pay attorneys' fees unless a class member decides to hire their own attorney to object to the Settlement or bring their own claims for monetary damages (see below).

5) HOW DOES A MEMBER OF THE CLASS OBJECT TO THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. Please note that the Court can only approve or reject the Settlement and cannot order a different agreement than the one described above. If the Court denies approval, the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed Settlement must be in writing. If you file a written objection on time, you may, but are not required to appear at the Final Approval Hearing of the Settlement, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections must clearly identify the case name and number:

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The objection must be submitted to the Court either by filing it electronically or in person at the United States District Court for the Southern District of California, located at 221 West Broadway, San Diego, CA 92101. It also must be filed or postmarked on or before June 17, 2024.

6) WHERE CAN A CLASS MEMBER GET MORE INFORMATION?

You can visit the “VHO Settlement” website Class Counsel has set up for the Class at www.vhosetlement.com or **call 619-320-5763**.

You can contact a representative from Class Counsel via E-mail: info@vhosetlement.com.