

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT ABOUT THE RIGHTS OF PERSONS WITH DISABILITIES EXPERIENCING HOMELESSNESS IN THE CITY OF LAGUNA BEACH**

This notice is about a proposed settlement of a class action lawsuit against the City of Laguna Beach and the Laguna Beach Police Department involving alleged violations of Title II of the Americans with Disabilities Act (ADA) and section 504 of the Rehabilitation Act of 1973 (RA).

### **ABOUT THE LAWSUIT:**

On August 20, 2015, five persons with disabilities experiencing homelessness who claimed to live in the City of Laguna Beach filed this lawsuit, entitled *Kenneth Glover et al. v. City of Laguna Beach et al.* The lawsuit alleges that certain services, programs and activities offered by the City of Laguna Beach and its Police Department for individuals experiencing homelessness are inadequate and inaccessible to persons with disabilities, thereby violating Title II of the ADA and section 504 of the RA. The lawsuit also alleged that the City of Laguna Beach and its Police Department violated the Eighth and Fourteenth Amendments to the United States Constitution (and similar provisions of the California Constitution) by enforcing against certain individuals with disabilities experiencing homelessness Laguna Beach Municipal Code Sections 8.30.030 (prohibiting unlawful camping and sleeping in public areas) and 18.05.020 (prohibiting entering, remaining, or staying on beaches or in public parks during closing times) as well as California Penal Code Section 647(e) (prohibiting lodging on public or private property without permission). The lawsuit further alleged that the City of Laguna Beach and its Police Department violated the Fourteenth Amendment to the United States Constitution (and a similar provision of the California Constitution) by knowingly exposing individuals with disabilities experiencing homelessness to increased risk of danger. The lawsuit requested that the Court order the City of Laguna Beach and its Police Department to stop enforcing the above code sections against individuals who the lawsuit claimed to have no practical way to comply by virtue of their disabling condition(s) and homelessness as well as to create and/or fund alternative accessible legal places to sleep, such as permanent supportive housing, to individuals with disabilities experiencing homelessness who live in or relocate to Laguna Beach. The City of Laguna Beach and its Police Department denies any and all allegations of wrongdoing.

In November 2015, the homeless individuals requested that the Court prevent the City of Laguna Beach and its Police Department from enforcing the above code sections and also from discriminating against individuals with disabilities experiencing homelessness until the lawsuit was decided. In February 2016, the Court denied that request. In June 2017, the Court ordered summary judgment of the Constitutional claims in favor of the City of Laguna Beach, thereby dismissing those claims from the lawsuit. The Court also certified the ADA and RA claims in the lawsuit as class claims, and ordered that the van provided by the City to transport individuals to and from the ASL be equipped with ramps or lifts.

The parties have reached a settlement of the claims that were certified as class claims, and this notice provides details of that settlement.

## THE PARTIES:

Formerly homeless individuals with disabilities Michael Newman, David Sestini, and Richard Owens (“Plaintiffs”) represent a class of individuals certified by the Court, which is defined as “[a]ll homeless persons who reside or will reside in the geographic area of Laguna Beach who have a mental and/or physical disability as defined under section 504 of the Rehabilitation Act and Americans with Disabilities Act” (“the Plaintiff Class”). The Defendants in the case are the City of Laguna Beach and the Laguna Beach Police Department. If you are a homeless person with a disability who lives or will live in the City of Laguna Beach, you are a member of the Plaintiff Class in this case.

## ABOUT THE SETTLEMENT:

The following is only a summary of the provisions of the settlement. The written agreement between the parties has the full terms of the proposed settlement that was preliminarily approved by the Court. There are instructions below if you want more information about this settlement, including a copy of the complete agreement. The settlement is for non-monetary relief only, which means that the parties are agreeing that the City of Laguna Beach and the Laguna Beach Police Department will continue certain actions that they already take and will take certain additional actions to ensure compliance with Title II of the ADA and section 504 of the RA and address those claims in the lawsuit. The settlement does **not** entitle you or any member of the Plaintiff Class to money damages, i.e., a cash payment.

### The Contents of the Settlement

- 1) **Plaintiff Class releases:** The Plaintiff Class will release all claims in this lawsuit that the Court allowed to be pursued on behalf of the Plaintiff Class (specifically, all ADA and RA claims asserted against the Defendants), including the Plaintiff Class’s claims that the City of Laguna Beach is required to create and fund a program to provide permanent supportive housing to individuals with disabilities experiencing homelessness. The Plaintiff Class will also release all claims based on future events that are substantially similar to the events on which this lawsuit was based.
- 2) **Public Expressions of Support for Orange County and Laguna Beach efforts to end homelessness**
  - a) The City of Laguna Beach will express public support for Orange County’s “10 Year Plan to End Homelessness” (a “Housing First” plan that would increase countywide availability of permanent supportive housing).
  - b) A member of the Plaintiffs Class Counsel team will express public support for the City of Laguna Beach’s efforts to end homelessness.
- 3) **The City’s ADA Coordinator**
  - a) The City of Laguna Beach will continue to designate a full time City employee as an ADA coordinator (a person trained on disability rights whose job it is, in consultation with other City employees and third-party experts, to make the City’s programs and

structures, including the shelter known as the Alternative Sleeping Location or ASL, accessible to individuals with disabilities).

- b) The City of Laguna Beach will expand the responsibilities of the ADA Coordinator to include several specified responsibilities relating to the ASL and its operations.

4) **The City's reasonable accommodation policy and complaint procedure**

- a) The City of Laguna Beach will post at the Laguna Beach Police Department its existing procedures for addressing requests by individuals for reasonable accommodations of their disabilities and for independently reviewing complaints by individuals alleging that the City has discriminated against them based on disability.
- b) The City of Laguna Beach will adapt these two procedures to create modified procedures applicable specifically to the ASL. The City of Laguna Beach will post notice of these modified procedures at the ASL.

5) **Conditions and operations of the City shelter, common known as the ASL**

- a) The City of Laguna Beach and the ASL staff will formalize procedures to facilitate individuals knowing about their right to request, and ASL staff's responsibility to consider, reasonable modifications of ASL conditions, policies, or procedures to accommodate known or obvious disabilities. ASL staff decisions can be appealed to the ADA Coordinator.
- b) The ASL will provide the following accommodations:
  - i) As a trial program, at least three private or semi-private sleeping areas for those whose disabling condition requires those areas OR transport those individuals to another shelter that can provide more private or semi-private sleeping areas;
  - ii) At least four elevated cots or beds for those whose disability requires them;
  - iii) Access to electrical outlets for disability-related equipment;
  - iv) Refrigeration available for medication; and
  - v) Ability to exit and enter the ASL if disabling condition requires it, subject to appropriate conditions to be communicated by ASL staff.
- c) The ASL will post policies about bathroom access (that will make accommodation for those with disabilities).
- d) The City and the ASL will adopt new goals intended to prioritize access for the most vulnerable (including those with disabilities) and to make it easier for individuals to know if they will get overnight access. The City and the ASL will develop a trial program to modify the rules for access to the ASL to achieve these goals. Under the pilot, spots will be reserved for locals. Additional spots will be reserved for "enrolled" persons – prioritized by vulnerability and given a spot for up to 30 days (with a possibility of renewal based on needs and plan and efforts to get housing). Five spots will be reserved for others determined by ASL staff and City. The ASL will be open for three hours for "drop-in" services (including laundry, case management) during the day; overnight spots will be given out at close of drop-in hours.
- e) The ASL will continue to train its staff on a variety of subjects, including how to identify and interact with individuals with mental health disabilities and the requirements of the ADA and RA, to enable staff to effectively serve individuals with disabilities.
- f) The ASL will continue case management at the ASL so long as it continues to receive funding from outside sources.

- g) The ASL will modify and post its list of rights and responsibilities for users of the ASL.
- h) The ASL will modify and post its process for allowing anyone previously exited indefinitely to get back in.
- i) The ASL will clarify and post the rule for determining who can be exited from the ASL:
  - i) Individuals with disabilities will be exited for disability-related conduct only if they pose a direct threat to the health and safety of others or for illegally using drugs;
  - ii) All decisions to exit individuals will be documented in writing with a copy given to the individual exited.

6) **Laguna Beach Police Department policies**

- a) The LBPD's Community Outreach Officers will remain abreast of the prevalence of the most common disabling conditions among individuals experiencing homelessness in Laguna Beach and the common signs and symptoms of those conditions.
- b) The LBPD's Community Outreach Officers will meet and coordinate with the City's ADA Coordinator and know how to refer individuals to the City's ADA grievance process in the event that they desire to make a complaint under such procedure.
- c) The City will evaluate other training for all officers relating to identification and interaction with individuals with disabilities experiencing homelessness.

7) **Transportation:** The City of Laguna Beach will make sure the transportation van provided by the City to transport people to and from the ASL will have a ramp/lift.

8) **Job/volunteer opportunities:** The City of Laguna Beach will post job/volunteer opportunities at the ASL.

**IF YOU WANT MORE DETAILS:**

There is a group of lawyers, **Glover Plaintiffs' Class Counsel**, representing Plaintiffs and the Plaintiffs Class in this case. You can get a list of these lawyers and a copy of the settlement agreement from the following website: <http://aclusocal.org/glover>.

You can get an easy-to-read version and an audio version of the settlement agreement at this website: <http://aclusocal.org/glover>.

**To ask questions about the settlement of this case you can:**

- (1) Send a letter to **Glover Plaintiffs' Class Counsel**, c/o ACLU of Southern California, 1313 West 8th Street, Los Angeles, CA 90017.
- (2) Send an email to [glover\\_laguna@aclusocal.org](mailto:glover_laguna@aclusocal.org).
- (3) Leave a voicemail at (714) 221-2788.

**IF YOU DO NOT OBJECT TO THIS SETTLEMENT:**

You do not have to do anything.

**IF YOU OBJECT TO THIS SETTLEMENT:**

You must mail a statement explaining why you object to the settlement. The deadline is September 17, 2018. Please be sure to include your name, address (if available), telephone number (if available), your signature, a reference to this settlement or the case (*Kenneth Glover et al. v. City of Laguna Beach et al.*), the portions of the settlement to which you object, and the reasons you object. Mail your objection to:

Glover Plaintiffs' Class Counsel  
c/o ACLU of Southern California  
1313 W. 8th Street  
Los Angeles, CA 90017

Glover Plaintiffs' Class Counsel will provide your objection to the federal judge assigned to this matter, the Honorable Andrew J. Guilford, and to Defendants' Counsel. You must mail your objection by the above deadline; you cannot object to this settlement after the deadline has passed. Even if you object, you do not have the ability to "opt out" of this settlement if the Court approves it.

**HEARING REGARDING FINAL APPROVAL OF THIS SETTLEMENT:**

The Court will also hold a hearing about this settlement on November 5, 2018. The hearing date could change. Please check any of the websites listed above close to the date of the hearing for information about any possible change in the hearing date. The Court gets to decide whether to allow members of the Plaintiff Class who timely served objections to this settlement to speak at the hearing.

The address for the court is:

U.S. Federal District Court, Courtroom 10 D  
411 West 4th Street,  
Santa Ana, CA 92701-4516

You can get more details about the hearing from the places listed above.