

Legal Notice

Martin, et al. v. City and County of Honolulu
Civil No. 15-00363 HG-KSC
United States District Court
District of Hawaii

IF YOU ARE (OR WERE) HOMELESS IN THE CITY & COUNTY OF HONOLULU **This may affect your rights**

A settlement has been reached in a class action lawsuit brought by individuals who are or were homeless against the City & County of Honolulu. These individuals alleged that the City disposed of property belonging to homeless individuals and families during enforcement of two City ordinances: Stored Property Ordinance (SPO), and Sidewalk Nuisance Ordinance (SNO) (referred to below as “SPO/SNO Enforcement Actions,” and sometimes referred to informally as “sweeps”) and that the disposal of that property violated two rights under the U.S. Constitution: the right against unreasonable seizure of property under the Fourth Amendment, and the right against deprivation of property without due process of law under the Fourteenth Amendment.

WHAT DOES THE SETTLEMENT PROVIDE?

The City & County of Honolulu has agreed to the following when it conducts SPO/SNO Enforcement Actions (and more information is available at <http://tinyurl.com/acluhawaii-homeless>):

- 1) **Before the SPO/SNO enforcement action:** Find out when the City will be doing enforcement actions (that is, when the City will be doing sweeps) by going to <http://www.honolulu.gov>, or through other options that may be available through the ACLU website (details at <http://tinyurl.com/acluhawaii-homeless>).
- 2) **At the beginning of SPO/SNO enforcement actions:** If you are actively trying to move your things, you will have 30 minutes to do so; even if your things are in a park after closing hours, you have 30 minutes to move your things, and you will not be cited, arrested, or otherwise charged for being present in a park after closing hours during that 30 minute period.
- 3) **During the SPO/SNO enforcement action:** The City cannot throw your things away (though there are a few exceptions – the City can throw away certain items immediately – like garbage, motor oil, and aerosol cans, and a full list of these items is available at <http://tinyurl.com/acluhawaii-homeless>). Instead, the City has to store nearly everything. If you have perishable food (that is, food that needs refrigeration, like milk or meat), the City has to leave it for at least an hour so that the owner has a chance to move it. After an hour, the City can throw it away. The City has to store most other items, including things like tents, clothes, and bicycles.
- 4) **After the SPO/SNO enforcement action:** The City will store your property for 45 days. If you are unable to pay the fees to retrieve your property, and attest to the same, under penalty of perjury, you may retrieve your property without payment of any fees. You can collect your property all at once, or in multiple trips, so long as you do so within 45 days of your property being impounded.

More information, including the Settlement Agreement in this case and the Court's order providing the final injunctive relief agreed to in the settlement is available at <http://tinyurl.com/acluhawaii-homeless> .

The class-wide settlement does not provide money damages for people who had their property discarded (except for the named plaintiffs in the lawsuit and a few others). However, if you believe that the City wrongfully discarded your property, you can file your own lawsuit, or you can file a claim with the City. The claim form is available at <http://tinyurl.com/acluhawaii-homeless> .

WHO IS INCLUDED?

Generally you are included in the settlement of this class action lawsuit if you were homeless or formerly homeless and your property was seized and destroyed by the City and County of Honolulu.

BINDING NATURE OF SETTLEMENT

Once the settlement is final, if you are a class member, you will be bound by its terms of injunctive relief and any claims that you have for injunctive relief that were or could have been brought against the City will be barred.

OBJECTIONS TO SETTLEMENT

You may comment on or object to the proposed settlement if you do not think it is fair. To do so, you must file written objections with the Court by **October 7, 2016**, at the following address: **Clerk of Court, U.S. District Court, 300 Ala Moana Blvd., Honolulu, HI, 96850.**

Include the following case name and number on any correspondence with the Court: *Martin, et al. v. City and County of Honolulu*, Civil No. 15-00363 HG-KSC.

The Court will hold a hearing on **October 28, 2016, at 9:00 a.m.**, to determine whether the settlement is fair, reasonable, and adequate. The hearing will be held before U.S. Magistrate Judge Kevin S.C. Chang in Courtroom 7 at the United States District Court at the address noted above. All class members have the right to attend the hearing. The hearing date may change at any time, so please contact the Clerk of Court or class counsel at ACLU of Hawaii, office@acluhawaii.org, (808) 522-5908, or P.O. Box 3410, Honolulu, HI 96801, to confirm the hearing date. You may also contact class counsel with any inquiries regarding the settlement.

Class counsel will also be moving the Court for an award of attorneys' fees for their work on this case. The Court may determine the appropriate fees after the hearing on the final approval of the settlement and it may not hold a hearing on the approval of fees. Class counsel's fee request will be posted on the following website shortly after it is submitted to the Court: <http://tinyurl.com/acluhawaii-homeless> .

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