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**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into by and between Plaintiffs Bobby Warren, Andy Lambach, Jonathon Williams, Michael Samuelson, Tracy Miller, Tona Petersen, Carol Beth Thompson and Christa Stevens (collectively, "Plaintiffs"), and Defendants City of Chico and City of Chico Police Department (collectively, "Defendants" or the "City") (Plaintiffs and Defendants are collectively referred to as the "Parties"), based on the following facts and recitals.

**RECITALS**

The Parties agree that this Agreement is entered into with reference to the following:

A. On April 8, 2021, Plaintiffs filed a Complaint seeking injunctive relief and monetary damages, thereby commencing a lawsuit in the United States District Court for the Eastern District of California, entitled *Bobby Warren, et al. v. City of Chico, et al.*, Case No. 2:21-cv-00640-MCE-DMC ("Action"). ECF 1.

B. On April 11, 2021, Plaintiffs filed a First Amended Complaint ("FAC") seeking injunctive and declaratory relief and monetary damages. The First Amended Complaint is the operative pleading in this Action. ECF 34.

C. On April 10, 2021, Plaintiffs filed an Ex Parte Motion for Temporary Restraining Order, seeking a temporary restraining order to enjoin Defendants from:

a. Enforcing or threatening to enforce the 72-Hour Illegal Encampment Notifications dated April 8, 2021 at 12 p.m. at Comanche Creek Greenway;

b. Issuing or enforcing any other 72-Hour Illegal Encampment Notifications as to unhoused persons on public property in Chico, California;

c. Enforcing or threatening to enforce the Chico Municipal Code sections listed in the April 8, 2021 72-Hour Illegal Encampment Notification, which are Municipal Code Sections 12R.04.340, 12.18.430, 9.20.010 through 9.20.060, and 9.50.030. Enforcement and threat of enforcement of § 9.20.030 (Unlawful Camping) is only restrained on public property.

Enforcement and threat of enforcement of § 9.50.030 is limited to §§ 9.50.030 (B)-(E) (Waterways Ordinance – Camping, Staying, Storage of Personal Property, Entering and Remaining);

1 d. Enforcing or threatening to enforce California Penal Code § 647(c), which is listed on  
2 the April 8, 2021 at 12 p.m. Illegal Encampment Notification; and

3 e. Destroying property of unhoused persons seized by Defendants even if Defendants value  
4 the property at \$100 or less and/or determine it is not of reasonable value. ECF 10.

5 D. On April 11, 2021, the United States District Court for the Eastern District (“Court”)  
6 granted Plaintiffs’ Ex Parte Motion for Temporary Restraining Order (“TRO”) and set a hearing on  
7 Plaintiffs’ motion for a preliminary injunction for April 23, 2021. ECF 37.

8 E. On April 23, 2021, at a hearing before the Court to determine whether a preliminary  
9 injunction should issue, Plaintiffs and Defendants agreed, and the Court ordered, for Plaintiffs and  
10 Defendants to meet and confer for the purpose of discussing potential avenues to settle the Action. The  
11 TRO was extended until May 14, 2021. The hearing on Plaintiffs’ Motion for a Preliminary Injunction  
12 was continued until May 14, 2021. ECF 71.

13 F. The Parties subsequently stipulated and the Court order extended the TRO through July 2,  
14 2021 and continued Plaintiffs’ Motion for Preliminary Injunction to that same date. ECF 80, 84, and 88.  
15 The Parties were not then able to reach agreement during settlement discussions.

16 G. At a hearing on July 2, 2021, on Plaintiffs’ Motion for Preliminary Injunction, the Court  
17 extended the TRO until the Court issued a decision on the Motion for Preliminary Injunction. ECF 102.  
18 The Parties agreed to have the case referred to a magistrate judge for a settlement conference and the  
19 Court referred the case to Magistrate Judge Kendall J. Newman. ECF 103.

20 H. On July 8, 2021 the Court granted Plaintiffs’ Motion for Preliminary Injunction and ordered  
21 the TRO converted to a Preliminary Injunction with the same terms. The Court ordered the Preliminary  
22 Injunction shall remain in effect until the Preliminary Injunction is dissolved by the Court or a  
23 judgment is entered. ECF 110.

24 I. Defendants dispute Plaintiffs’ factual allegations and legal contentions made in the Action.  
25 Defendants’ filed an Answer to the First Amended Complaint on June 9, 2021. ECF 86.

26 J. The Parties met for settlement conferences before Magistrate Judge Kendall J. Newman on  
27 August 30, 2021, September 10, 2021, September 27, 2021, October 27, 2021, November 15, 2021,  
28 December 10, 2021, and December 29, 2021.

1 K. For the sole purpose of avoiding protracted litigation, the Parties agree that it is in the  
2 Parties' best interests to settle the above-referenced Action, including all claims, complaints and any  
3 other requests for judicial relief therein, and based thereon, memorialize their agreement subject to the  
4 terms and conditions set forth below. In entering into this Agreement, Defendants are not admitting  
5 any wrongdoing, liability or legal violations on their part and are not conceding the validity of any of  
6 Plaintiffs' legal theories or claims.

7 **TERMS**

8 The Parties agree to the following to resolve the Action (and any claims related thereto):

9 1. **Recitals.** The Recitals are incorporated into and made a material part of the terms and  
10 representations of this Agreement.

11 2. **Stipulated Order Re: Settlement, Dismissal and Continuing Jurisdiction and Effective**  
12 **Date.** Within three days of full execution of this Agreement, the Parties will file with the Court the  
13 "[Proposed] Order re Settlement, Dismissal and Continuing Jurisdiction," attached at Exhibit 1  
14 ("Order"). The Parties' obligations and releases in this Agreement are contingent and shall take effect  
15 only upon District Judge Morrison C. England Jr.'s signing and entry of the Order ("Effective Date").  
16 This Agreement shall have a term of five years commencing on the Effective Date and the Order shall  
17 expressly incorporate the terms of this Agreement and shall include an express provision for the District  
18 Court to retain jurisdiction to enforce the Agreement for five years from the Effective Date. The Order  
19 shall provide that the Court shall refer jurisdiction and enforcement of the Agreement to Magistrate  
20 Judge Kendall J. Newman.

21 3. **Definitions.** The following definitions used in this Agreement, are hereby incorporated into  
22 and made a material part of the terms of this Agreement:

23 a. "Anti-Camping Ordinances and Regulations" means the following provisions of the  
24 Chico Municipal Code ("C.M.C.") and State law and any analogous provision(s) of local or  
25 State laws as applied against Homeless Persons on Public Property:

26 i. C.M.C. Chapter 9.20 (CAMPING; §§ 9.20.010 – 9.20.070), including §§ 9.20.020  
27 and 9.20.030 (Citywide Camping Prohibition), § 9.20.050 (Storage of Personal Property in  
28 Public Places), and § 9.20.055 (Property Removal);

- 1           ii.       C.M.C. § 9.50.030 (B)-(E) (Waterways Ordinance – Camping, Staying, Storage of  
2           Personal Property, Entering and Remaining);
- 3           iii.       C.M.C. § 12.18.430 (Park Ordinance – Camping);
- 4           iv.       C.M.C. § 12.18.450 (Park Ordinance – Closure);
- 5           v.       C.M.C. § 12R.04.340 (Park Regulation – Camping);
- 6           vi.       C.M.C. § 12R.04.370 (Park Regulation – Closure); and
- 7           vii.      California Penal Code § 647(e), which provides it is a misdemeanor to lodge in any  
8           building, structure, vehicle, or place, whether public or private, without the permission of  
9           the owner or person entitled to the possession or in control of it. The portion of California  
10          Penal Code § 647(e) pertaining to lodging in private property shall not fall within this  
11          definition.
- 12          b.       “City” means City of Chico, City of Chico Police Department and their respective  
13          agents, servants, employees and those in active concert or participation.
- 14          c.       “Homeless Person” has the same meaning as set forth in 42 U.S.C. § 11302.
- 15          d.       “Enforce” and/or “Enforcement” means pursuant to the Anti-Camping Ordinances and  
16          Regulations: 1) issuance or the threat of issuance of an administrative or criminal citation to a  
17          Homeless Person; 2) arrest or threat of arrest of a Homeless Person; 3) issuance of a notice  
18          threatening a citation and/or arrest of a Homeless Person; 4) moving of a Homeless Person  
19          and/or their personal property from Public Property; and/or 5) seizing personal property of a  
20          Homeless Person.
- 21          e.       “Individual Assessment” means Outreach and Engagement Staff meeting with and  
22          evaluating a Homeless Person to determine if an Appropriate Shelter Space (as defined in  
23          Paragraph 10 of this Agreement) is available to the person.
- 24          f.       “Outreach and Engagement Staff” or “O&E Staff” means City employees, excluding  
25          Chico Police Department and other law enforcement, City contractors, members of other  
26          qualified government agencies, and members of qualified organizations that provide outreach  
27          and services to Homeless Persons to provide an Individual Assessment. “O&E Staff” must:  
28          i.       Be or be supervised by a licensed social worker, or other similarly trained

1 professional;

2 ii. Have training and experience working with Homeless Persons;

3 iii. Have training and experience providing trauma-informed care and services to  
4 Homeless Persons;

5 iv. Have training and experience in recognizing when a Homeless Person may have a  
6 mental health condition and the ability to sensitively communicate with Homeless Persons  
7 with mental health conditions; and training/experience with reasonable accommodation law;

8 v. Have the training/experience necessary to conduct Individual Assessments described  
9 in Paragraph 3(e) of this Agreement; and

10 vi. While law enforcement are not O&E Staff and do not conduct Individual Assessments,  
11 Chico Police Department or other law enforcement may be present at the general location  
12 where O&E Staff are meeting with Homeless Persons but they must remain far enough away  
13 from O&E Staff and the Homeless Person to ensure that the Individual Assessment remains  
14 private and outside the immediate presence of law enforcement unless O&E staff requests law  
15 enforcement's presence due to safety concerns or law enforcement determines that they need  
16 to intervene for safety reasons.

17 g. "Public Property" means any publicly owned property in the City, including but not  
18 limited to, a public park, public street, alley, lane, public right-of-way, or any public parking lot  
19 or public area whether improved or unimproved, located within the City.

20 4. **Construction of the Chico Emergency Non-Congregate Housing Site.** The City will  
21 construct, or cause to be constructed, the Chico Emergency Non-Congregate Housing Site ("Housing  
22 Site") at 2352 Martin Luther King Jr. Parkway, Chico, California. The Housing Site may be operated  
23 by the City and/or any contractor the City selects. The City shall provide, or cause to be provided, the  
24 following at the Housing Site:

25 a. **Emergency Pallet Shelters:**

26 i. At least fifty (50), but no more than 177 Emergency Pallet Shelters ("Pallet  
27 Shelters").

28 ii. The Pallet Shelter interior floor area shall not be less than 64 square feet (6.5 m<sup>2</sup>) for  
two occupants. Where more than two persons will occupy a Pallet Shelter, the required floor

1 area shall be increased at the rate of 50 square feet (4.65 m<sup>2</sup>) for each occupant in excess of  
2 two. The interior floor area shall not exceed 400 square feet (37 m<sup>2</sup>), excluding lofts.

3 iii. Each occupied Pallet Shelter must include a privacy lock on each entrance door and  
4 all windows, a continuous source of electricity with at least one interior lighting fixture,  
5 electrical heating and air conditioning equipment, at least one smoke and carbon monoxide  
6 alarm, and at least one GFCI-protected outlet for use by the occupant.

7 iv. The Pallet Shelters shall be organized in pod communities of approximately 50  
8 Pallet Shelters per pod. Each pod shall be separated from the other pods by space or actual  
9 barriers to facilitate the feeling of smaller communities within the Housing Site. The City  
10 may choose to designate pods for certain populations of Homeless Persons. For example, the  
11 City may designate a pod as women-only. Each pod shall have the appropriate number of  
12 potable water stations, toilets, handwashing stations, bathing facilities, and waste receptacles  
13 per Paragraphs 4(b) and (d) of this Agreement.

14 v. Each occupied Pallet Shelter shall be designated by address numbers, letters, or other  
15 suitable means of identification. The identification shall be in a conspicuous location facing  
16 the street or driveway fronting the building or structure. Each identification character shall  
17 be not less than 4 inches (102 mm) in height and not less than 0.5 inch (12.7 mm) in width,  
18 installed/painted on a contrasting background.

19 vi. Each Pallet Shelter shall be provided with at least two forms of egress placed  
20 remotely from each other. One form of egress may be an egress window. The bottom of the  
21 clear opening of the egress window shall not be more than 44 inches (1118 mm) above the  
22 floor. The egress window shall have a minimum net clear opening height of 24 inches (610  
23 mm), and a minimum net clear opening width of 20 inches (508 mm). The egress window  
24 shall have a minimum net clear opening area of 5 square feet (0.465 m<sup>2</sup>).

25 vii. Occupants of the Housing Site will not be required to share a Pallet Shelter with  
26 another person. However, when a Pallet Shelter has two beds, an occupant may choose to  
27 share a Pallet Shelter with a spouse, partner, family member and/or friend who is also a  
28 Homeless Person, if both occupants desire to share a Pallet Shelter. An occupant may also

1 share the Pallet Shelter with a caregiver if the occupant requires a live-in caregiver due to a  
2 disability.

3 **b. Toilets, Handwashing and Bathing Facilities:**

4 i. At least two (2) handwashing stations for every fifty (50) occupants at the Housing  
5 Site.

6 ii. At least three (3) toilets for every fifty (50) occupants at the Housing Site.

7 iii. Shower/bathing facilities, which may be mobile shower/bathing facilities, and which  
8 allow for each occupant of the Housing Site to shower at least once a week. There shall also  
9 be facilities with hot running water on site every day that are sufficient for other bodily  
10 cleaning needs, such as wound care or other conditions that may arise between weekly  
11 showers, and/or for occupants who must bathe more regularly than once a week.

12 iv. The City must provide, or cause to be provided, additional toilets, handwashing  
13 stations, and shower/bathing facilities if the above ratios of toilets, handwashing stations,  
14 and shower/bathing facilities are not sufficient to process the volume of sewage and  
15 wastewater, while maintaining sanitary conditions for occupants of the Housing Site.

16 **c. Potable Drinking Water:** Potable drinking water shall be provided for all occupants of  
17 the Housing Site.

18 **d. Garbage, Waste, and Rubbish Disposal:** Covered receptacles shall be provided for all  
19 garbage, kitchen waste and rubbish, which shall be deposited by occupants of the Housing Site  
20 in those covered receptacles. Those covered receptacles shall be emptied when filled and the  
21 contents shall be disposed of in a sanitary manner.

22 **e. Laundry Services:** Laundry services shall be provided in such a manner that allows  
23 each occupant to do at least one load of laundry per week.

24 **f. Meals and Kitchen Areas:** One meal per day for all occupants of the Housing Site  
25 through a prepared meal service. Two additional meals per day, shall consist of offering *a la*  
26 *carte* food items to occupants, such as light pastries and snacks for breakfast and sandwiches  
27 and snacks for lunch. Occupants shall also have access to hot water and microwaves for  
28 preparing food.

1 g. **Hospitality Tents and Common Areas:** At least one 30-foot by 60-foot shade tent that  
2 is available for a common area. Tables and seating will be provided within the shade tent.

3 h. **Private Meeting Space for Service Providers:** The Housing Site will provide indoor  
4 private meeting space to allow service providers private meeting space with occupants.

5 i. **Designated Smoking Area:** The Housing Site shall allow smoking in a designated  
6 smoking area.

7 j. **Bike Parking:** Each occupant shall be allowed to store one bike and one bike trailer on  
8 site. The City and/or the Housing Site Operator may set reasonable limits on the size of allowed  
9 bike trailers if needed due to space limitations.

10 k. **Pet Run Area:** The Housing Site shall allow occupants to have a reasonable number of  
11 pets, and shall provide a secure pet run area.

12 l. **Personal Property Storage:** The Housing Site occupants may reasonably store their  
13 possessions within their individual Pallet Shelter in any way that does not alter or attach to the  
14 Pallet Shelter structure and does not create an active or potential health and safety hazard.

15 m. **Outdoor lighting:** The Housing Site shall include sufficient outdoor lighting for  
16 occupants to safely travel throughout the Housing Site at any time of day or night.

17 5. **Maintenance of the Chico Non-Congregate Emergency Housing Site:** It is the City's  
18 responsibility to ensure the Housing Site, including all toilets, bathing facilities, and common areas,  
19 shall be maintained in a safe and sanitary condition, and reasonably free from vermin, vectors and other  
20 matter of an infectious or contagious nature. The grounds within the Housing Site shall be kept  
21 reasonably clean and free from accumulation of debris, filth, garbage and deleterious matter.

22 6. **Operation of the Chico Non-Congregate Emergency Housing Site.** The City will  
23 develop and/or require the Housing Site operator contracted by the City to develop written policies that  
24 identify the Housing Site's rules, admissions policies, grievance procedure, reasonable accommodation  
25 process, and expulsion procedures. The Parties shall meet and confer and try to reach agreement on all  
26 of the Housing Site's written procedures and policies within 30 days of the effective date of this  
27 Agreement and at least fourteen (14) days before the Housing Site opens, whichever is earlier. If the  
28 Parties are unable to reach agreement, then they shall submit this dispute for resolution to the dispute

1 resolution process outlined in Paragraph 16 of this Agreement. The Housing Site's written policies  
2 shall comport with all of the following and all other sections of this Agreement:

3 a. The City and/or Housing Site Operator may have a preference for admission for  
4 Homeless Persons who reside in the City. If such a preference is implemented, Homeless  
5 Persons shall only be subject to reasonable requirements to demonstrate residency. Homeless  
6 Persons cannot be denied admission to the Housing Site on the basis that Pallet Shelters are  
7 reserved for other Homeless Persons who have been or will be subject to Enforcement efforts by  
8 the City or referrals by the City or third parties with one exception. That exception is that the  
9 City may reserve, or cause to be reserved, the number of Pallet Shelters needed to provide  
10 shelter to the number of Homeless Persons identified in any notice served on Plaintiffs' Counsel  
11 pursuant to Paragraph 10(c) and/or (d) of this Agreement until such Enforcement has concluded.

12 b. The Housing Site shall be Low-Barrier, which means the admissions and eligibility  
13 policies will prioritize admitting people directly from living outside and shall not include  
14 admission barriers such as: sobriety requirements, drug testing, credit checks, and/or  
15 identification requirements. Criminal background checks shall only be performed and  
16 considered for the purpose of admission to the Housing Site when required by law.

17 c. The Housing Site shall be open 24 hours per day, seven days per week and occupants  
18 may remain at the Housing Site at all times.

19 d. The Housing Site shall not have a limit on the amount of time an occupant may stay at  
20 the site.

21 e. The Housing Site rules as to expulsion from the site shall only apply to occupants'  
22 behavior within the site, such as behavior that puts the health and safety of staff and occupants  
23 at risk.

24 f. Occupants shall not be required to participate in any programs or services as a  
25 condition of admission or remaining at the Housing Site. The City and/or the Housing Site  
26 operator may provide voluntary programs on site.  
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1 g. Sobriety shall not be required for occupant admission and to remain at the Housing  
2 Site.

3 h. On-site possession and/or use of controlled substances that are illegal under California  
4 law may be prohibited.

5 i. Anyone who is denied admission to reside in the Housing Site shall receive a written  
6 notice stating the reason for denial and the grievance procedure for challenging the denial.

7 j. When the City or Housing Site operator believes there is grounds to expel an occupant,  
8 the City and/or Housing Site operator must provide, or cause to be provided written notice and  
9 an opportunity to cure the alleged conduct, unless the conduct is so extreme that it has put or  
10 likely will put other occupants or staff at immediate physical harm and the risk cannot be  
11 reasonably mitigated.

12 k. The City shall ensure, or cause to be ensured, that all occupants of the Housing Site are  
13 offered voluntary case management to provide assistance with securing permanent housing,  
14 employment and income benefits, health care (both physical and mental), treatment for  
15 substance use, assistance with legal issues and transportation.

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18 7. **Notice of Opening Date for Chico Non-Congregate Emergency Housing Site.** The City  
19 or any of its contractors or agents may only start admitting occupants to the Housing Site once it meets  
20 all of the requirements of Paragraphs 4, 5, and 6 of this Agreement. At least 5 business days before the  
21 Housing Site opens, the City shall notify Plaintiffs' counsel and the Butte County Continuum of Care of  
22 the opening date. The City shall also offer Plaintiffs' Counsel the opportunity to tour the Housing Site  
23 before it opens.

24 8. **Reservation of Pallet Shelters for Plaintiffs.** Each Plaintiff shall be offered a Pallet  
25 Shelter at the Housing Site, and the City must reserve, or cause to be reserved, eight Pallet Shelters for  
26 Plaintiffs for two months after the date the Housing Site opens. Plaintiffs may accept a Pallet Shelter  
27 and move into the Pallet Shelter upon the Housing Site opening and for two months from that date.

28 9. **Enforcement of Anti-Camping Ordinances and Regulations.** The City shall not require a

1 Homeless Person to relocate from Public Property and/or Enforce its Anti-Camping Ordinances and  
2 Regulations until the Housing Site is open and available to admit Homeless Persons. Once the Housing  
3 Site is open, the City may only require Homeless Persons to relocate from Public Property and Enforce  
4 the Anti-Camping Ordinances and Regulations in accordance with the terms of this Agreement.

5 **10. Notice and Individual Assessment Prior to Enforcement of Anti-Camping Ordinances**  
6 **and Regulations.** Any requirement that a Homeless Person relocate themselves or their personal  
7 property from Public Property and/or Enforcement of the Anti-Camping Ordinances and Regulations  
8 against a Homeless Person will be preceded by notice to Plaintiffs' counsel, contacts with Outreach and  
9 Engagement Staff, and an Individual Assessment as follows:

10 a. Unless otherwise agreed to by the Parties or pursuant to a decision as part of the dispute  
11 resolution procedure outlined in Paragraph 16 of this Agreement, the Torres Community Shelter  
12 (Torres Shelter) and the Housing Site are the only shelter locations that can be counted to  
13 determine if there are sufficient shelter beds for the City to begin Enforcement in accordance  
14 with the terms of this Agreement. The Torres Shelter is a congregate shelter located at 101  
15 Silver Dollar Way, Chico, CA 95928. The Parties' understanding of the Torres Shelter as of the  
16 time of signing this agreement is as follows: The Torres Shelter is a year-round congregate  
17 shelter that allows occupants to remain at the site 24 hours per day, 7 days per week. The Torres  
18 Shelter is available to men and women who are homeless, does not require participation in a  
19 religious or other program as a prerequisite to admission or to remain at the shelter, and allows  
20 one service or companion animal per person. The Torres Shelter provides three meals a day, and  
21 shower and laundry facilities to occupants. Occupants sleep in bunk beds in a dormitory. There  
22 is one dormitory for women and one for men. The Torres Shelter also provides sleeping  
23 accommodations on mats.

24 b. The City must count, or cause to be counted, the number of Homeless Persons staying  
25 on the designated Public Property it wishes to relocate Homeless Persons from and/or Enforce  
26 the Anti-Camping Ordinances and Regulations, and confirm that, prior to the actions below,  
27 there are at least the same number of Pallet Shelters available at the Housing Site and/or beds  
28 available at the Torres Shelter. The City may not count spaces on a mat at the Torres Shelter as

1 available. The City may only count, or cause to be counted, one available bed per unoccupied  
2 Pallet Shelter at the Housing Site. However, whenever the number of Homeless Persons at the  
3 designated Public Property subject to relocation and/or Enforcement exceeds the number of  
4 unoccupied Pallet Shelters, the City may count an unoccupied bed in a Pallet Shelter provided  
5 that the City has a reasonable basis to believe that Homeless Person(s) in question would  
6 voluntarily agree to reside together in the particular Pallet Shelter. The City may not require a  
7 Homeless Person to share a Pallet Shelter with another Homeless Person. Plaintiffs reserve the  
8 right to dispute that there is enough shelter to begin relocation and/or Enforcement, including  
9 when the City counts beds in occupied Pallet Shelters.

10 c. Upon conducting the count of Homeless Persons and confirming there are sufficient  
11 open Pallet Shelters at the Housing Site and beds at the Torres Shelter to accommodate all of the  
12 Homeless Persons on the designated Public Property, the City shall provide written notice to  
13 Plaintiffs' counsel at least 7 days prior to issuing the notices required to Homeless Persons in  
14 Paragraph 10(f) of this Agreement. The notice to Plaintiffs' Counsel shall state: 1) the exact  
15 location of Public Property of the planned Enforcement; 2) the number of Homeless Persons the  
16 City determined are currently residing at that location; 3) the date the City plans to provide the  
17 notices required in Paragraph 10(f); 3) the number of open Pallet Shelters at the Housing Site  
18 and the number of open shelter beds at the Torres Shelter by gender (if the Pallet Shelters and/or  
19 beds are restricted to a particular gender and the Torres Shelter is able to provide such  
20 information with respect to its beds); and 4) the name, phone number, and email of a contact at  
21 both shelter sites that Plaintiffs' counsel can contact to verify the shelter information. Plaintiffs'  
22 counsel shall keep this notice and its contents confidential, but are not precluded from  
23 investigating the information in the notice. If Plaintiffs' counsel dispute within 7 days of  
24 receiving the notice that there are sufficient open Pallet Shelters and beds for the City to begin  
25 the planned Enforcement, Plaintiffs' counsel shall initiate the dispute resolution process in  
26 Paragraph 16 of this Agreement. The City must stay Enforcement at the designated location  
27 until the dispute resolution process concludes.

28 d. When the City serves a notice on Plaintiffs' Counsel pursuant to Paragraph 10(c) of this

1 Agreement, and the notice designates a Public Property with 5 or fewer Homeless Persons, the  
2 City may serve the notice three business days prior to issuing the notices required to Homeless  
3 Persons in Paragraph 10(f) of this Agreement.

4 e. The City may only serve Plaintiffs' Counsel one notice pursuant to Paragraphs 10 (c)  
5 and/or (d) of this Agreement at a time, and cannot serve a subsequent notice until all of the time  
6 periods for all notices required by Paragraph 10 of this Agreement have expired. The City may  
7 include up to three Public Properties within a single notice so long as the total number of  
8 Homeless Persons at multiple locations does not exceed fifty (50). If a single Public Property is  
9 identified in a notice, there shall be no limit on the number of Homeless Persons who may be  
10 subject to relocation.

11 f. The City must then provide, or cause to be provided, a notice to all Homeless Persons  
12 staying on the designated Public Property the City wishes to close and/or Enforce its Anti-  
13 Camping Ordinances and Regulations at least 7 days before the City issues, or causes to be  
14 issued, a 72-hour Illegal Encampment Notification or takes any other action to Enforce its Anti-  
15 Camping Ordinances and Regulations. This notice must explain the Individual Assessment  
16 process. The notice shall state the Homeless Persons may contact Legal Service of Northern  
17 California at 530-345-9491, [chico-office@lsnc.net](mailto:chico-office@lsnc.net), or 541 Normal Ave, Chico, California  
18 95928 for information about their legal rights during this process.

19 g. The O&E Staff must meet with all Homeless Persons at the Public Property noticed for  
20 Enforcement to conduct an Individual Assessment and provide written notice to the Homeless  
21 Person of the outcome of the Individual Assessment. The Individual Assessment must occur when  
22 or after notice required in Paragraph 10(f) is issued, and at least prior to the date the City issues,  
23 or causes to be issued, a 72-hour Illegal Encampment Notification or takes any other action to  
24 Enforce its Anti-Camping Ordinances and Regulations as to that person. O&E Staff may provide  
25 Homeless Persons information about, and referrals to, any permanent, transitional, and emergency  
26 housing space available, and make voluntary referrals to such housing. However, if the Homeless  
27 Person declines any of the above, the O&E must assess whether an open Pallet Shelter at the  
28 Housing Site or bed at the Torres Shelter is an Appropriate Shelter Space, as defined in Paragraph  
10(h) of this Agreement, for the individual.

- 1 h. A Pallet Shelter at the Housing Site and/or a bed at the Torres Shelter is not an  
2 “Appropriate Shelter Space” for an individual when:
- 3 i. The shelter cannot accommodate the person’s physical and/or mental disabilities;
  - 4 ii. The shelter’s hours and/or other policies unreasonably impair or otherwise unreasonably  
5 hinder a person’s ability to work, engage in other income generating activities, and/or attend  
6 school;
  - 7 iii. In the case of a family unit, the family would have to be involuntarily separated into two  
8 or more different rooms or units, but a family unit may voluntarily accept such an  
9 arrangement;
  - 10 iv. The individual would be disqualified from accessing the shelter space due to any  
11 restrictions, rules or covenants beyond their reasonable use or control, such as having a pet  
12 that the shelter does not allow;
  - 13 v. The shelter space requires mandatory participation in a religious or other program as a  
14 prerequisite to access or use the shelter space;
  - 15 vi. The shelter space only offers a mat, and not a bed for sleeping; or
  - 16 vii. The shelter space cannot provide the appropriate single-gender placement for someone  
17 who reasonably objects to mixed-gender placement.
- 18 i. The following procedures apply to Individual Assessments:
- 19 i. It shall be conducted at the then-current location of the Homeless Person, or any other  
20 location convenient for the Homeless Person.
  - 21 ii. Chico Police Department or other law enforcement may be present at the general location  
22 where O&E Staff are meeting with Homeless Persons but they must remain far enough away  
23 from O&E Staff and Homeless Persons to ensure that the Individual Assessment remains  
24 private and outside the immediate presence of law enforcement unless O&E staff requests law  
25 enforcement’s presence due to safety concerns or law enforcement determines that they need  
26 to intervene for safety reasons.
  - 27 iii. O&E Staff must meet with the Homeless Person more than once to complete the  
28 Individual Assessment, if necessary.
  - iv. The Homeless Person may have one advocate or representative attend the Individual  
Assessment.
  - v. O&E Staff must document all attempts to meet with a Homeless Person during the 7-day  
O&E process. If O&E Staff documents that it was at the Homeless Person’s location at least

1 five days during the 7-day O&E period and made a good faith attempt each day to conduct an  
2 Individual Assessment of that person, O&E Staff does not need to make any further attempts  
3 to conduct an Individual Assessment for that person. O&E Staff must leave a notice on the  
4 Homeless Person's property or in the area the person is known to stay that 1) it attempted to  
5 contact the Homeless Person, 2) provides the dates and times of the attempted contacts, 3)  
6 informs that Homeless Person they can still get an Individual Assessment by contacting O&E  
7 Staff, and 4) provides how to contact O&E Staff.

8 j. If O&E Staff determines there is an Appropriate Shelter Space at Torres Shelter or the  
9 Housing Site for the Homeless Person, O&E Staff will provide the homeless person written notice  
10 of the Appropriate Shelter Space.

11 k. If the Homeless Person accepts the Appropriate Shelter Space at the Torres Shelter or  
12 Housing Site, the O&E Staff will provide or arrange for transportation to the placement, if needed.

13 l. If the Homeless Person declines the Appropriate Shelter Space offered, the City may issue  
14 a 72-hour Illegal Encampment Notification upon the expiration of the 7-day notice required in  
15 Paragraph 10 (f). If the individual relocates within the 72 hours, then they will not be cited or  
16 arrested for violating the Anti-Camping Ordinances and Regulations. If the individual fails to  
17 relocate, then the individual may be issued a citation or, subject to this Agreement, placed under  
18 custodial arrest for the violation.

19 m. If the O&E Staff determine through the Individual Assessment that there is not an  
20 Appropriate Shelter Space for a Homeless Person, the City may not Enforce its Anti-Camping  
21 Ordinances and Regulations against the Homeless Person. The City may provide, or cause to be  
22 provided, to the Homeless Person a list of at least three Public Property locations where the City  
23 will not Enforce its Anti-Camping Ordinances and Regulations for at least 60 days and may  
24 require the Homeless Person to relocate to one of those three sites. When the City provides the  
25 Homeless Person with the list of Public Property locations, the notice must also state the person  
26 may contact Legal Services of Northern California at 530-345-9491, [chico-office@lsnc.net](mailto:chico-office@lsnc.net), or  
27 541 Normal Ave, Chico, California 95928 for information about their legal rights during this  
28 process. The three sites must be within a half mile of public transportation and food services.  
The City must provide or arrange, or cause to be provided or arranged, for transportation to the  
new site for the Homeless Person and their personal belongings, if requested by the Homeless

1 Person. The City may only require a Homeless Person who O&E Staff has determined there is  
2 not an Appropriate Shelter Space at Torres and/or the Housing Site to relocate under this  
3 process two times during a 12-month period.

4 n. The City must keep, or cause to be kept, all notices issued under this process and, only  
5 upon request by a Homeless Person, must provide, or cause to be provided, information about the  
6 Individual Assessment to the Homeless Person or any representative of the Homeless Person with  
7 the Homeless Person's permission.

8 o. The Parties shall meet and confer and try to reach agreement on the language of all notices  
9 required in Paragraph 10 of this Agreement within 30 days of the effective date of this Agreement  
10 and at least fourteen (14) days before the Housing site opens, whichever is earlier. If the Parties  
11 are unable to reach agreement, they shall submit the dispute for resolution to the dispute resolution  
12 process outlined in Paragraph 16 of this Agreement.

13 **11. Seizure and Storage of Personal Property.**

14 a. SEIZURE OF PERSONAL PROPERTY

15 i. Except as specified below in Paragraphs 11(c) and (d), Defendants shall not initiate the  
16 process of providing notice and seizing personal property that is being stored on public  
17 property in violation of applicable City ordinance(s) when the personal property has been  
18 continuously present in that location for less than 24 hours.

19 ii. Except as specified below in Paragraphs 11(c) and (d), Defendants shall not seize any  
20 personal property that is attended, unattended, or believed to be abandoned on public  
21 property in violation of applicable City ordinance(s) without first providing a written pre-  
22 removal notice at least 72 hours in advance of the seizure that is posted prominently at the  
23 location of the personal property, and if possible, provided to the apparent owner of the  
24 personal property.

25 A. The pre-removal notice shall provide:

- 26 1) A general description of the personal property to be removed;
- 27 2) A description of the geographic location or area that is sufficient for a  
28 reasonable person to understand the location or area within which personal property  
will be subject to removal;

- 1           3)     The date and time the notice was posted;
- 2           4)     A statement that the personal property has been stored on public property in
- 3           violation of the applicable City ordinance(s) with citations to those ordinances;
- 4           5)     A statement that the personal property may be relocated or stored if not
- 5           removed from public property within 72 hours;
- 6           6)     The address where removed personal property will be stored;
- 7           7)     A telephone number through which a person may receive information as to
- 8           stored personal property;
- 9           8)     The daily schedule when a person may retrieve their personal property;
- 10          9)     A statement that stored personal property may be destroyed if not claimed
- 11          within ninety (90) calendar days after storage; and
- 12          10)    A statement that property determined to be an imminent threat to health and
- 13          safety may be destroyed.

14           iii. If Defendants seize personal property following the expiration of the 72-hour period in  
15           the pre-removal notice, they shall prominently post and, if possible, provide to the apparent  
16           property owner a written notice of removal and storage either at the exact location from  
17           which the personal property was removed or as close as possible to that location.

18           A.     The removal and storage notice shall provide:

- 19           1)     A general description of the personal property removed;
- 20           2)     The date and approximate time the personal property was removed;
- 21           3)     A statement that the personal property has been stored on public property in
- 22           violation of the applicable City ordinance(s) with citations to those ordinances;
- 23           4)     The address where removed personal property will be stored;
- 24           5)     A telephone number through which a person may receive information as to
- 25           stored personal property;
- 26           6)     The daily schedule when a person may retrieve their personal property;
- 27           7)     A statement that stored personal property may be destroyed if not claimed
- 28           within ninety (90) calendar days after storage; and

1           8)       A statement that property determined to be an imminent threat to health and  
2           safety may be destroyed.

3       b.       STORAGE OF PERSONAL PROPERTY

4           i.       Except as specified below in Paragraphs 11(c) and (d), Defendants shall not destroy  
5           seized personal property, regardless of its value, without first storing the property at a secure  
6           location designated by Defendants and for a period of no less than ninety (90) calendar days.

7           ii.       Seized property shall be stored in a facility that clearly catalogues and stores the  
8           property based on the name and identification of the property owner, if known by  
9           Defendants, and also by a general description of the personal property, the location from  
10          which the personal property was seized, and a reasonable estimate of value for the personal  
11          property.

12          iii.       Seized property shall be stored in a facility from which property is available to be  
13          retrieved in person during regular business hours.

14          iv.       Seized property shall be released on request of the property owner. Alternatively, if the  
15          identification of the property owner is unknown to Defendants, the person who claims  
16          ownership of the seized property must identify the property and the approximate location  
17          from which it was seized.

18          v.       All medication, medical equipment, and uncontaminated tents, sleeping bags, and  
19          blankets seized by the City must be accessible within one business day of seizure.

20          vi.       No fee shall be charged for the temporary storage of items or for retrieval of items.

21       c.       RELOCATION OF PERSONAL PROPERTY

22          i.       Defendants may relocate, but not remove and store, personal property stored on public  
23          property in the following circumstances without prior written notice:

24           A.       Personal property that substantially obstructs or prevents Defendants'  
25           performance of construction, maintenance, repair, or landscaping operations on Public  
26           Property, including structures, streets, sidewalks, parking lots, parks, and open spaces;  
27           and

28           B.       Personal property obstructing any operational and useable entrance, exit,

1 driveway, or loading dock.

2 ii. When Defendants relocate personal property without prior written notice in the  
3 circumstances described above, they shall prominently post and date a “Personal Property  
4 Relocation Notice” either at the exact location from which the personal property was  
5 relocated or as close as possible to that location and prominently post a copy of that notice at  
6 the new location of the personal property. The notice shall provide the following  
7 information:

- 8 A. A general description of the relocated personal property;
- 9 B. The date and approximate time the personal property was relocated;
- 10 C. The current location of the personal property;
- 11 D. A phone number the owner of the personal property may call to request  
12 assistance in relocating their personal property if the property’s current location may  
13 cause a greater hardship to the owner than its prior location due to the owner’s disability  
14 or disabilities; and
- 15 E. For personal property relocated due to construction, maintenance, repair, or  
16 landscaping operations, the notice shall include a phone number that the personal  
17 property owner may call for assistance from Defendants in returning their personal  
18 property to its original location.

19 d. ITEMS NOT SUBJECT TO RELOCATION, SEIZURE, AND STORAGE  
20 PROCEDURES

- 21 i. Personal property may be seized and/or destroyed without being subject to the above  
22 relocation, removal, and storage procedures under any of the following circumstances:
  - 23 A. The property presents a health or safety risk, such as toxic sharps, chemicals, and  
24 bedding or clothing that is soiled by infectious materials, human waste, body fluids,  
25 mold or mildew;
  - 26 B. The property is infested by rodents or insects;
  - 27 C. The property is evidence of a crime, or is contraband; or
  - 28 D. The property owner confirms in writing that they are abandoning the property.

1           ii. Trash, garbage, and/or debris may be destroyed and are not subject to the above  
2 relocation, seizure, and storage procedures.

3           e.       **DOCUMENTATION**

4           i.       The City must document and maintain, or cause to be documented and maintained,  
5 records of compliance with the terms and conditions of Paragraph 11 of this Agreement.

6       12.       **Public Sanitary Facilities.** The City shall not close or fence off any public bathrooms,  
7 toilets, and sinks located on Public Property so as to make such public facilities unavailable to  
8 Homeless Persons, except that such facilities may be closed temporarily for maintenance or repairs.  
9 Such closure shall only be for the time needed for the applicable maintenance or repairs. If such  
10 facilities are closed due to damage and the cost of repair is too costly for the City to repair and reopen,  
11 the City may provide mobile toilets and handwashing stations in lieu of making such repairs in the  
12 same quantity as the closed facilities and in the same general location. The City shall not cause water  
13 to be cut off to any water fountain located on Public Property, or restrict access to such water fountains  
14 so as to make them unavailable to Homeless Persons, unless and only for the time required for  
15 maintenance and repairs. It is the Parties' understanding that the City has not closed public sanitary  
16 facilities for the purpose of making the same unavailable to Homeless Persons, but rather to repair and  
17 maintain damaged public sanitary facilities. The intent of this provision is simply to balance Homeless  
18 Persons' interest in keeping public sanitary facilities open against the City's interest in reducing the  
19 costs required to maintain and repair the same.

20       13.       **Dismissals of Citations and Charges related to Homelessness against Plaintiffs.** Within  
21 30 days of the Effective Date of this Agreement, the City shall file a request for dismissal and/or take  
22 any other appropriate action to dismiss all administrative and criminal citations, charges, and cases  
23 against Plaintiffs that relate to Plaintiffs' status as a homeless individual. The City shall take all action  
24 needed, but only to the extent it is able, to dismiss the citations, charges, cases, and remove any  
25 warrants and fines, whether owed to the City, the Superior Court of California, Butte County, Butte  
26 County Central Collections, or any other agency or entity related to the citation or charges. The cases  
27 subject to this paragraph include:

28           a.       Bobby Warren (case nos. 18CI03014, 18TR04448, 18CI06895, 19CI00183, 19CI06356,

1 and 20CI02971);

2 b. Christa Stevens (case nos. 18TR02787, 19CI06410, and 19CI06426);

3 c. Michael Samuelson (case nos. NT239654 (2013), NT238935 (2013), NT238269 (2013),  
4 NT237637 (2013), NT230336 (2013), 18TR02923, and 19CI06360); and

5 d. Carol Beth Thompson (Case Nos. 18CI05620 and 17TR10367, and citation (AKA Chico  
6 Police Department Notice to Appear) number 300659 issued on December 28, 2021).

7 e. If Plaintiffs discover any additional administrative and/or criminal citations, charges,  
8 and cases that should be dismissed pursuant to this Paragraph, Plaintiffs' Counsel shall notify  
9 the City of the additional cases and request dismissal. The City's failure to dismiss any  
10 administrative and/or criminal citations, charges, and cases relating to Plaintiffs' status as a  
11 homeless person that are not specifically identified here or subsequently identified shall not  
12 constitute a breach of this Agreement.

13 14. **Damages.** The City shall pay Plaintiffs a total of \$12,000, comprising payment for  
14 Plaintiffs' claims for damages. Within 30 days of the Effective Date of this Agreement, the City shall  
15 deliver, or cause to be delivered, a check for \$12,000 payable to Legal Services of Northern California,  
16 at Legal Services of Northern California, 541 Normal Avenue, Chico, CA 95928.

17 15. **Attorneys' Fees and Costs.** The City shall pay Plaintiffs' counsel a total of \$650,000,  
18 comprising payment for Plaintiffs' claims for attorneys' fees and costs. Within 30 days of the Effective  
19 Date of this Agreement, the City shall deliver, or cause to be delivered, a check for \$650,000 payable to  
20 Legal Services of Northern California, at Legal Services of Northern California, 541 Normal Avenue,  
21 Chico, CA 95928. This payment of \$650,000 does not apply to any additional fees and costs that might  
22 be subsequently awarded to Plaintiffs' counsel pursuant to Paragraph 16(g) below.

23 16. **Dispute Resolution.** Magistrate Judge Kendall J. Newman ("Judge Newman") will retain  
24 jurisdiction over the Action until five years from the Effective Date for purposes of overseeing  
25 implementation, enforcement and/or modification of this Agreement through the dispute resolution  
26 process described below. Plaintiffs' counsel may present disputes in the dispute resolution process  
27 which not only affect Plaintiffs but any other aggrieved Homeless Person in the City. The dispute  
28 resolution process does not apply to any dispute between Plaintiffs and other Homeless Persons, on the

1 one hand, and the City, on the other hand, other than alleged violations of the Anti-Camping  
2 Ordinances and Regulations and this Agreement.

3 a. Should a dispute arise over the implementation, enforcement or modification of the  
4 Agreement, the Parties will first attempt to meet and confer informally with the other side to  
5 resolve the matter in good faith. Such attempt will at least involve (a) a communication from  
6 the party initiating the dispute to the other side's counsel describing in detail the dispute and the  
7 requested remedy and providing any available evidence in relation thereto; and (b) a discussion  
8 either in person or by telephone seeking to resolve the dispute.

9 b. If the Parties are unable to resolve the dispute, then within five court days after  
10 completing the meet and confer process outlined above, the Party initiating the dispute shall  
11 request an informal conference before Judge Newman to resolve the matter by contacting Judge  
12 Newman's Courtroom Deputy via e-mail.

13 c. If the informal conference before Judge Newman does not resolve the dispute, then the  
14 Party initiating the dispute may thereafter file a motion to implement, enforce or modify the  
15 Agreement in accordance with the standards and processes to be set by Judge Newman, and  
16 Judge Newman will have jurisdiction to resolve that dispute. If the Dispute involves an  
17 emergency situation that presents a threat to the immediate health and safety of an individual,  
18 the parties may seek expedited review by Judge Newman.

19 d. The initiation of the dispute resolution process does not affect the City's right to enforce  
20 any laws other than the Anti-Camping Ordinances and Regulations. If a pending dispute  
21 brought by Plaintiffs' Counsel involves Plaintiff(s) or other Homeless Person(s), the City agrees  
22 that no citation or custodial arrest will subsequently be made for violating an Anti-Camping  
23 Ordinance or Regulation arising from an individual's status as a Homeless Person until the  
24 dispute resolution process is concluded. Once the dispute resolution process is concluded  
25 regarding an issue, the City is not required to engage in a subsequent dispute resolution process  
26 regarding the same issue.

27 e. In resolving any dispute, Judge Newman may enforce any rights available to a Party  
28 under this Agreement, subject to sufficient notice, opportunity to be heard, briefing, evidence,

1 and other due process. Judge Newman may award damages (other than punitive damages),  
2 other monetary relief, injunctive relief, declaratory relief or any other relief, if appropriate, to  
3 any Party or Homeless Person as a result of any dispute submitted to the dispute resolution  
4 process. Judge Newman shall make the final determination on any motion and no right of  
5 appeal shall exist.

6 f. Nothing in this Agreement limits the ability of Plaintiffs or other Homeless Persons to  
7 seek damages and/or other monetary relief, injunctive relief, declaratory relief or any other type  
8 of relief in other proceedings not subject to this Agreement.

9 g. Judge Newman will have discretion to award reasonable attorneys' fees and costs  
10 against Defendants if Plaintiffs' counsel prevail on any dispute, whether it was resolved by  
11 motion or through the informal conference with Judge Newman. Judge Newman may issue  
12 sanctions if a determination is made that Plaintiffs' counsel, Defendants' counsel, or Defendants  
13 have not acted in good faith or with substantial justification in bringing or opposing any dispute  
14 subject to the dispute resolution process.

15 h. If Judge Newman becomes unavailable to resolve disputes during the Court's five-year  
16 jurisdiction period, Judge Newman will designate another judge with the Parties' consent to  
17 serve in his place. In the event of Judge Newman's replacement, either Plaintiffs or Defendants  
18 may determine that they will not agree that the designated judge shall make the final  
19 determination on any motions brought to implement, enforce, or modify the Agreement without  
20 a right of appeal and Paragraph 16(e) shall be modified accordingly.

21 17. **No Guarantee.** Nothing in this Agreement constitutes a promise, representation, or  
22 warranty by City that any number of beds will be available to any particular Homeless Person at any  
23 time.

24 18. **Release and Covenant Not to Sue by Plaintiffs.** In consideration for the terms of this  
25 Agreement, Plaintiffs Bobby Warren, Andy Lambach, Jonathon Williams, Michael Samuelson, Tracy  
26 Miller, Tona Petersen, Carol Beth Thompson, Christa Stevens, and each of them, on their own behalf,  
27 (the "Releasing Plaintiffs"), hereby release and forever discharge the City, City of Chico Police  
28 Department, as well as their present and former employees, agents, managers, officers, directors,

1 council members, insurance companies, attorneys, departments, and divisions or affiliated entities,  
2 whether previously or hereafter affiliated in any manner (the “Released City Parties”), from and against  
3 any and all claims, demands, causes of action, obligations, damages, attorneys’ fees and costs, and  
4 liabilities, arising from or relating to the events detailed in the lawsuit of any nature whatsoever,  
5 whether or not now known, suspected, or claimed, which the Releasing Plaintiffs, and/or any of them,  
6 have, or ever may claim to have, as against the Released City Parties, or any of them, whether directly  
7 or indirectly, relating to or arising out of (a) the Action, (b) any claims raised in, or that could have  
8 been raised in, the Action, (c) the availability of the Housing Site, Pallet Shelters, beds, and/or other  
9 homeless accommodations, (d) the City’s alleged obligation to provide and/or fund such  
10 accommodations, and/or (e) the City’s alleged inability to Enforce any of the Anti-Camping Ordinances  
11 and Regulations (including, without limitation, to any law that the Releasing Plaintiffs claim  
12 criminalizes a person’s homeless status), against any person because of his or her homeless status (the  
13 “Released Plaintiff Claims”).

14 a. The release set forth above is a release of ALL claims, demands, causes of action,  
15 obligations, damages, and liabilities, of any nature whatsoever, and is intended to encompass all  
16 known and unknown, foreseen and unforeseen, claims that are possessed by the Releasing  
17 Plaintiffs and within the scope of the Released Plaintiff Claims based solely and only on the  
18 events giving rise to this Action. To effectuate the intent of the Parties, the Releasing Plaintiffs  
19 expressly agree to waive and relinquish all rights and benefits they may have under California  
20 Civil Code section 1542, which reads as follows:

21 SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
22 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR  
23 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
24 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
25 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
26 DEBTOR OR RELEASED PARTY.

27 b. The Releasing Plaintiffs, and each of them, warrant that they have made no assignment,  
28 and will make no assignment, of any claim, chose in action, right of action, or any right, of any

1 kind whatsoever, within the scope of the Released Plaintiff Claims, and that, as far as they  
2 know, no other person or entity of any kind had or has any interest in any of the demands,  
3 obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys'  
4 fees, costs, expenses, losses, or claims within the scope of the Released Plaintiff Claims.

5 19. **Release and Covenant Not to Sue by Defendants.** In consideration for the terms of this  
6 Agreement, Defendants City, City of Chico Police Department, and each of them, on their own behalf,  
7 (the "Releasing Defendants"), hereby release and forever discharge Plaintiffs Bobby Warren, Andy  
8 Lambach, Jonathon Williams, Michael Samuelson, Tracy Miller, Tona Petersen, Carol Beth Thompson  
9 and Christa Stevens, their respective heirs, family members, executors, administrators, successors,  
10 attorneys, agents, representatives, insurance companies and assigns, whether previously or hereafter  
11 affiliated in any manner (the "Released Plaintiffs"), from and against any and all claims, demands,  
12 causes of action, obligations, damages, attorneys' fees and costs, and liabilities, arising from or relating  
13 to the events detailed in the lawsuit of any nature whatsoever, whether or not now known, suspected, or  
14 claimed, which the Releasing Defendants, and/or any of them, have, or ever may claim to have, as  
15 against the Released Plaintiffs, or any of them, whether directly or indirectly, relating to or arising out  
16 of (a) the Action, (b) any claims raised in, or that could have been raised in, the Action, and (c) the  
17 availability of the Housing Site, Pallet Shelters, beds, and/or other homeless accommodations, and (d)  
18 any prior administrative or criminal citations for violations of C.M.C. §§ 9.20.030, 9.20.050, 9.44.015,  
19 9.44.018, 9.44.010, 9.43.030, 9.50.030 (B)-(E), 12.18.430, 12.18.450, 12R.04.340, and/or 12R.04.370,  
20 including: Butte County Superior Court Case numbers 20CI02971, 19CI06356, 18TR04448,  
21 19CI00183, 18CI06895, 18CI03014, 19CI06426, 19CI06410, 18TR02787, 19CI06360, 18TR02923,  
22 NT239654, NT238935, NT238269, NT237637, NT230336, 18CI05620, and 17TR10367 (the  
23 "Released Defendant Claims").

24 a. The release set forth above is a release of ALL claims, demands, causes of action,  
25 obligations, damages, and liabilities, of any nature whatsoever, and is intended to encompass all  
26 known and unknown, foreseen and unforeseen, claims that are possessed by the Releasing  
27 Defendants and within the scope of the Released Defendant Claims based solely and only on the  
28 events giving rise to this Action. To effectuate the intent of the Parties, the Releasing

1 Defendants expressly agree to waive and relinquish all rights and benefits they may have under  
2 California Civil Code section 1542, which reads as follows:

3 SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
4 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR  
5 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
6 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,  
7 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
8 WITH THE DEBTOR OR RELEASED PARTY.

9 b. The Releasing Defendants, and each of them, warrant that they have made no  
10 assignment, and will make no assignment, of any claim, chose in action, right of action, or any  
11 right, of any kind whatsoever, within the scope of the Released Defendant Claims, and that, as  
12 far as they know, no other person or entity had or has any interest in any of the demands,  
13 obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys'  
14 fees, costs, expenses, losses, or claims within the scope of the Released Defendant Claims.  
15 However, the foregoing warranty does not apply to the following cases which have already been  
16 referred out to Butte County Central Collections: Butte County Superior Court Case numbers  
17 20CI02971, 19CI06356, 18TR04448, 19CI00183, 18CI06895, 18CI03014, 19CI06426,  
18 19CI06410, 18TR02787, 19CI06360, 18TR02923, NT239654, NT238935, NT238269,  
19 NT237637, NT230336, 18CI05620, and 17TR10367. Paragraph 13 of this Agreement governs  
20 the City's obligations with respect to the resolution of those cases.

21 20. **Dismissal of the Action.** Upon signing by District Judge Morrison C. England, Jr. and  
22 entry of the "[Proposed] Order re Settlement, Dismissal and Continuing Jurisdiction," attached as  
23 Exhibit 1, this Action shall be dismissed with prejudice.

24 21. **Non-Admission of Liability.** By entering into this Agreement, the City admits no liability,  
25 and explicitly denies any liability or wrongdoing of any kind arising out of or relating to any of the  
26 claims alleged in the Action. Nothing herein constitutes an admission by the City as to any  
27 interpretation of laws, or as to the merits, validity, or accuracy of any of the claims or legal contentions  
28 made in the Action. The City entered into this Agreement solely to avoid the time, expense, and risk of

1 continued litigation. The Parties agree that an express condition of this settlement is that there has been  
2 no finding of liability on the merits, and that this settlement and any document related to this  
3 settlement, including this Agreement and the Order, and the negotiations leading up to this settlement,  
4 are inadmissible in evidence and cannot be used for any purpose in this or any other proceeding except  
5 in an action or proceeding to approve, interpret, or enforce the Agreement.

6       **22. Knowing and Voluntary.** This Agreement is an important legal document and, in all  
7 respects, has been voluntarily and knowingly executed by the Parties. The Parties, and each of them,  
8 specifically represent that, before signing, and within the time to consider whether to accept this  
9 Agreement, they have each carefully read and fully understand all of the provisions of this Agreement,  
10 and they are voluntarily, knowingly, and without coercion entering into this Agreement based upon  
11 their own judgment. Plaintiffs, and each of them, further specifically represent that, before signing this  
12 Agreement, they have conferred with counsel of their choice to the extent desired concerning the legal  
13 effect of this Agreement, and that the legal effect of this Agreement has been adequately explained to  
14 them.

15       **23. Entire Agreement.** This Agreement Constitutes the entire agreement between Plaintiffs  
16 and the City regarding the matters discussed herein and supersedes any and all other agreements,  
17 understandings, negotiations, or discussions, either oral or in writing, express or implied, between  
18 Plaintiffs and the City relating to the subject matter hereof. Plaintiffs and the City each acknowledge  
19 that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been  
20 made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they  
21 have not executed this Agreement in reliance on any such representation, inducement, promise,  
22 agreement, or warranty, and that no representation, inducement, promise, agreement, or warranty not  
23 contained in this Agreement, including, without limitation, any purported supplements, modifications,  
24 waivers, or terminations of this Agreement, are valid or binding, unless executed in writing by all of the  
25 Parties to this Agreement. Any alteration, change, or modification of or to this Agreement must be  
26 made by written instrument executed by each of the Parties in order to become effective.

27       **24. Warranty of Authority.** Each individual or entity that executes this Agreement represents  
28 and warrants, in his, her, or its personal capacity, that he, she, or it is duly authorized and empowered to

1 enter into this Agreement on behalf of the party it purports to represent.

2 25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is  
3 considered an original but all of which constitute one agreement.

4 26. **Notices.** Any notice required under this Agreement shall be in writing and shall be delivered  
5 by electronic mail. Notices are effective when received. Either Party may change the name or electronic  
6 address for receipt of notice by providing such notice to the other Party, without having to amend this  
7 Agreement. The Parties shall deliver notices to the following persons and electronic address:

8 a. **Notice to Plaintiffs**

9 i. Sarah Steinheimer  
10 Legal Services of Northern California  
11 [ssteinheimer@lsnc.net](mailto:ssteinheimer@lsnc.net) and [abattaglia@lsnc.net](mailto:abattaglia@lsnc.net)  
12 517 12<sup>th</sup> Street  
13 Sacramento, CA 95814

14 ii. Cory Turner  
15 Legal Services of Northern California  
16 [cturner@lsnc.net](mailto:cturner@lsnc.net)  
17 541 Normal Avenue  
18 Chico, CA 95928

19 b. **Notice to City**

20 i. Office of the City Attorney, City of Chico  
21 Vincent C. Ewing, City Attorney  
22 [vewing@agclawfirm.com](mailto:vewing@agclawfirm.com)  
23 13181 Crossroads Parkway North  
24 Suite 400 – West Tower  
25 City of Industry, CA 91746

26 ii. Office of the City Attorney, City of Chico  
27 Eric G. Salbert, Deputy City Attorney  
28 [esalbert@agclawfirm.com](mailto:esalbert@agclawfirm.com)  
18131 Crossroads Parkway North  
Suite 400 – West Tower  
City of Industry, CA 91746

1 IN WITNESS WHEREOF, this Agreement is entered into on January 6, 2022.

2 PLAINTIFFS:

3 DATED: January \_\_, 2022

4  
5 Bobby Warren

6 DATED: January \_\_, 2022

7  
8 Andy Lambach

9 DATED: January \_\_, 2022

10  
11 Jonathon Williams

12 DATED: January \_\_, 2022

13  
14 Michael Samuelson

15 DATED: January \_\_, 2022

16  
17 Tracy Miller

18 DATED: January \_\_, 2022

19  
20 Tona Petersen

21 DATED: January \_\_, 2022

22  
23 Carol Beth Thompson

24 DATED: January \_\_, 2022

25  
26 Christa Stevens

DEFENDANTS:

DATED: January 6, 2022

CITY OF CHICO AND CITY OF CHICO POLICE  
DEPARTMENT

By: Mark Orme  
Mark Orme, City Manager of the City of Chico

1 IN WITNESS WHEREOF, this Agreement is entered into on January 6, 2022.

2 PLAINTIFFS:

3 DATED: January 11, 2022

4 

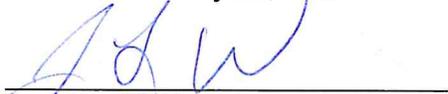
5 Bobby Warren

6 DATED: January 12, 2022

7 

8 Andy Lambach

9 DATED: January 10, 2022

10 

11 Jonathon Williams

12 DATED: January 10, 2022

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14 Michael Samuelson

15 DATED: January 10, 2022

16 

17 Tracy Miller

18 DATED: January 10, 2022

19 

20 Tona Petersen

21 DATED: January 10, 2022

22 

23 Carol Beth Thompson

24 DATED: January 10, 2022

25 

26 Christa Stevens

DEFENDANTS:

DATED: January    , 2022

CITY OF CHICO AND CITY OF CHICO POLICE DEPARTMENT

By: \_\_\_\_\_  
Mark Orme, City Manager of the City of Chico

1 APPROVED AND AGREED AS TO FORM:

2 DATED: January \_\_, 2022

DATED: January 6, 2022

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Legal Services of Northern California  
By: Cory Turner  
Sarah J. Steinheimer  
Attorneys for Plaintiffs



\_\_\_\_\_  
Alvarez-Glasman & Colvin  
By: Vincent C. Ewing  
Eric G. Salbert  
Attorneys for Defendants

DATED: January \_\_, 2022

\_\_\_\_\_  
Western Center on Law and Poverty  
By: Robert Newman  
Attorneys for Plaintiffs

1 APPROVED AND AGREED AS TO FORM:

2 DATED: January \_\_, 2022

DATED: January \_\_, 2022

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Legal Services of Northern California  
7 By: Cory Turner  
Sarah J. Steinheimer  
8 Attorneys for Plaintiffs

\_\_\_\_\_  
Alvarez-Glasman & Colvin  
By: Vincent C. Ewing  
Eric G. Salbert  
Attorneys for Defendants

9

10 DATED: January 6, 2022

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15 \_\_\_\_\_  
16 Western Center on Law and Poverty  
17 By: Robert Newman  
Attorneys for Plaintiffs

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1 APPROVED AND AGREED AS TO FORM:

2 DATED: January 12, 2022

DATED: January \_\_, 2022

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Legal Services of Northern California  
By: Cory Turner  
Sarah J. Steinheimer  
Attorneys for Plaintiffs

Alvarez-Glasman & Colvin  
By: Vincent C. Ewing  
Eric G. Salbert  
Attorneys for Defendants

DATED: January \_\_, 2022

Western Center on Law and Poverty  
By: Robert Newman  
Attorneys for Plaintiffs

# **EXHIBIT 1**

1 LEGAL SERVICES OF NORTHERN CALIFORNIA  
2 CORY TURNER, SBN # 285235  
3 E-mail: cturner@lsnc.net  
4 541 Normal Avenue  
5 Chico, CA 95928  
6 Telephone: (530) 345-9491  
7 Fax: (530) 345-6913

8 SARAH J. STEINHEIMER, SBN # 267552  
9 E-mail: ssteinheimer@lsnc.net  
10 STEPHEN E. GOLDBERG, SBN # 173499  
11 E-mail: sgoldberg@lsnc.net  
12 517 12th Street  
13 Sacramento, CA 95928  
14 Telephone: (916) 551-2150  
15 Fax: (916) 551-2195

16 Attorneys for Plaintiffs  
17 *Additional counsel continued on next page*

18 Roger A. Colvin, Esq. (SBN 68773)  
19 Vincent C. Ewing, Esq. (SBN 177708)  
20 Eric G. Salbert, Esq. (SBN 276073)  
21 ALVAREZ-GLASMAN & COLVIN  
22 Attorneys at Law  
23 13181 Crossroads Parkway North, Suite 400  
24 City of Industry, CA 91746  
25 (562) 699-5500 · Facsimile (562) 692-2244  
26 rcolvin@agclawfirm.com; vewing@agclawfirm.com  
27 esalbert@agclawfirm.com

28 Attorneys for Defendants

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

**BOBBY WARREN; ANDY LAMBACH;  
JONATHON WILLIAMS; MICHAEL  
SAMUELSON; TRACY MILLER;  
TONA PETERSEN; CAROL BETH  
THOMPSON; CHRISTA STEVENS,**

Plaintiffs,

v.

**CITY OF CHICO; CITY OF CHICO  
POLICE DEPARTMENT,**

Defendants.

Case No. 2:21-cv-00640- MCE-DMC

**[PROPOSED] STIPULATED ORDER RE:  
SETTLEMENT, DISMISSAL AND  
CONTINUING JURISDICTION**

Judge: Hon. Morrison C. England, Jr.

1 WESTERN CENTER ON LAW & POVERTY  
2 ALEXANDER PRIETO, SBN # 270864  
3 Email: aprieto@wclp.org  
4 ROBERT D. NEWMAN, SBN # 86534  
5 Email: rnewman@wclp.org  
6 RICHARD ROTHSCHILD, SBN # 67356  
7 Email: rrothschild@wclp.org  
8 3701 Wilshire Blvd., Suite 208  
9 Los Angeles, CA 90010  
10 Telephone: (213) 487-7211  
11 Fax: (213) 487-0242

12 Attorneys for Plaintiffs

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1 On April 8, 2021, Plaintiffs Bobby Warren, Andy Lambach, Jonathon Williams, Michael  
2 Samuelson, Tracy Miller, Tona Peterson, Carol Beth Thompson, and Christa Stevens (collectively  
3 “Plaintiffs”) filed the above-captioned lawsuit against the City of Chico and the City of Chico  
4 Police Department (collectively “Defendants”). ECF 1. On April 11, 2021, Plaintiffs filed a First  
5 Amended Complaint alleging that Defendants unlawfully enforced a citywide web of local laws  
6 that imposed criminal penalties on people experiencing unsheltered homelessness when they  
7 sleep, sit, lie down, and rest in public in violation of, among other things, the Fourth, Eighth, and  
8 Fourteenth Amendments of the United States Constitution and California civil rights laws. ECF  
9 34. Defendants have denied all material allegations in the First Amended Complaint. ECF 86.

10 On April 11, 2021, this Court granted the Temporary Restraining Order restraining and  
11 enjoining Defendants from enforcing or threatening to enforce laws regulating camping, entering  
12 and remaining, and storing personal property on public property. ECF 37. On July 8, 2021, this  
13 Court entered a Preliminary Injunction against Defendants continuing the same terms previously  
14 set forth in the Temporary Restraining Order. ECF 110.

15 Following extensive discussions, the Parties subsequently reached a settlement resolving  
16 the disputed claims in this Action. A copy of the fully executed Settlement Agreement  
17 (“Settlement Agreement”) is attached hereto as Exhibit A, the terms of which are expressly  
18 incorporated herein by reference.

19 The Court hereby expressly retains jurisdiction to resolve any future disputes regarding  
20 the interpretation, performance, or enforcement of the Settlement Agreement for a period of five  
21 (5) years from the date of dismissal. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381  
22 (1994); *Flanagan v. Arnaiz*, 143 F.3d 540, 544 (9th Cir. 1998).

23 **NOW THEREFORE**, pursuant to Federal Rule of Civil Procedure 41(a)(2), and good  
24 cause appearing therefore, the Court HEREBY ORDERS AND DECREES the following:

- 25 1. The Court’s Preliminary Injunction dated July 8, 2021, is hereby dissolved in its entirety.
- 26 2. This Order expressly incorporates all of the terms of the Settlement Agreement, attached  
27 as Exhibit A, into this Order, including and expressly, all nonmonetary terms set forth in  
28 the Settlement Agreement.

- 1 3. The Court expressly retains exclusive jurisdiction for a period of five (5) years from the  
2 date of entry of this Order to enforce the Settlement Agreement, and refers this matter to  
3 Magistrate Judge Kendall J. Newman to resolve any future disputes pursuant to the  
4 Dispute Resolution procedures in the Settlement Agreement regarding interpretation,  
5 performance, or enforcement of the Settlement Agreement, including and expressly,  
6 nonmonetary terms set forth in the Settlement Agreement.
- 7 4. Except as provided otherwise in the Settlement Agreement, each side shall bear their own  
8 fees and costs in this Action.
- 9 5. This entire Action is hereby dismissed with prejudice as to all Defendants.

10  
11  
12 **IT IS SO ORDERED**

13  
14 DATED: \_\_\_\_\_

\_\_\_\_\_  
Morrison C. England, Jr.  
Senior United States District Judge

15  
16  
17 **APPROVED AS TO FORM**

18  
19 Dated: \_\_\_\_\_

LEGAL SERVICES OF NORTHERN CALIFORNIA

20  
21 By: \_\_\_\_\_

Sarah J. Steinheimer  
Attorneys for Plaintiffs

22  
23  
24  
25 Dated: \_\_\_\_\_

WESTERN CENTER ON LAW & POVERTY

26  
27 By: \_\_\_\_\_

Robert D. Newman  
Attorneys for Plaintiffs

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Dated: \_\_\_\_\_

ALVAREZ-GLASMAN & COLVIN

By: \_\_\_\_\_

Vincent C. Ewing  
Attorneys for Defendants

All parties have authorized the use of their electronic signatures for this document.