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**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

**STIPULATED ORDER RE: SETTLEMENT,
DISMISSAL AND CONTINUING
JURISDICTION**

Judge: Hon. Morrison C. England, Jr.

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

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

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

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

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

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

3. The Court expressly retains exclusive jurisdiction for a period of five (5) years from the date of entry of this Order to enforce the Settlement Agreement, and refers this matter to Magistrate Judge Kendall J. Newman to resolve any future disputes pursuant to the Dispute Resolution procedures in the Settlement Agreement regarding interpretation, performance, or enforcement of the Settlement Agreement, including and expressly, nonmonetary terms set forth in the Settlement Agreement. Specifically, exclusive jurisdiction shall be with the District Court and all future decisions will be made by Magistrate Judge Kendall J. Newman.

4. Except as provided otherwise in the Settlement Agreement, each side shall bear their own fees and costs in this Action.

5. This entire Action is hereby dismissed with prejudice as to all Defendants.

IT IS SO ORDERED.

Dated: January 14, 2022


MORRISON C. ENGLAND, JR.
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM

Dated: January 13, 2022

LEGAL SERVICES OF NORTHERN CALIFORNIA

By: /s/Sarah J. Steinheimer

Sarah J. Steinheimer
Attorneys for Plaintiffs

Dated: January 12, 2022

WESTERN CENTER ON LAW & POVERTY

By: /s/Robert D. Newman

Robert D. Newman
Attorneys for Plaintiffs

1 Dated: January 13, 2022

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3 By: /s/Vincent C. Ewing

4 Vincent C. Ewing
5 Attorneys for Defendants
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8 All parties have authorized the use of their electronic signatures for this document.
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