

SETTLEMENT AGREEMENT AND RELEASE OF ALL REMAINING CLAIMS

This Settlement Agreement (the “Agreement”) and Release of all remaining claims in this litigation is made and entered into between Plaintiff Leroy Butts and Defendant City of Lancaster. Plaintiff and Defendant are collectively referred to as the “Parties” or individually as a “Party” with reference to the following:

RECITALS

- A. WHEREAS, on February 8, 2021, Plaintiff filed a Verified Petition for Writ of Mandate and Complaint for Damages and Declaratory and Injunctive Relief in the action entitled Leroy Butts v. City of Lancaster et al., No. 21STCP00389 (the “Action”), California Superior Court, County of Los Angeles (the “Petition”);
- B. WHEREAS, the Petition’s First, Second, and Third Causes of Action alleged violations of the due process and equal protection guarantees of the California Constitution;
- C. WHEREAS, on April 25, 2022, the Court issued a decision granting in part the Petition’s due process and equal protection claims against Defendant City of Lancaster (the “Decision”), holding that citees “showing an inability to pay must be accorded a free appeal” (Decision, at pp. 41-42);
- D. WHEREAS, the Court provided in the Decision that it would address Plaintiff’s “remaining proposed remedies after hearing additional evidence and argument and ruling on” the Petition’s Fourth Cause of Action and after that ruling, transfer the Petition’s remaining Fifth and Sixth Causes of Action to an I/C court (Decision, at p. 42);
- E. WHEREAS, on October 13, 2022, the Parties settled the Petition’s Fourth Cause of Action, and the Court accordingly dismissed the Fourth Cause of Action;
- F. WHEREAS, on October 28, 2022, the matter was reassigned to an I/C Court to litigate Petition’s Fifth Cause of Action and Sixth Cause of Action;
- G. WHEREAS, since January 11, 2023, Plaintiff and Defendant City of Lancaster have engaged in settlement communications, and on October 5, 2023, participated in Mediation to resolve the remaining claims in this litigation;
- H. WHEREAS, by this Agreement reached during the October 5, 2023 Mediation, the Parties intend to settle all remaining claims in the Petition;
- I. WHEREAS, the Parties agree that this Agreement is not an admission of liability;
- J. WHEREAS, the Parties agree that this Agreement is admissible only in an action or proceeding to enforce its terms, and further expressly agree that this Agreement shall not be admissible for any other purpose in the Action or any other action or proceeding.

NOW, THEREFORE, in consideration of the foregoing recitals, which recitals are a substantive part of this Agreement, and the mutual covenants, promises, and conditions

contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Requirements for Administrative Citations.

- a. The City will require administrative citations for “disturbing the peace,” “disorderly conduct,” and violation of Penal Code § 415 to be supported by a written incident report or statement of facts that documents the following specific facts and circumstances necessary to issue a constitutionally valid citation for “disturbing the peace”:
 - (1) a fight or challenge to another person to fight;
 - (2) words directed to inciting or producing imminent lawless action that are likely to incite such action; or
 - (3) all of the following:
 - (i) a description of loud and unreasonable noise,
 - (ii) the actual disturbance of another person, and
 - (iii) the clear and present danger of immediate violence or the cited person’s intent not to communicate but to disrupt lawful activity.
- b. The City will require administrative citations concerning camping, sitting, lying, or sleeping in public to be supported by a written incident report or statement of facts that includes the specific facts and circumstances necessary to issue a constitutionally valid citation under established law at the time of the citation, which shall include the following information:
 - (1) a description of the alternative housing available to the person cited; and
 - (2) facts demonstrating that the alternative housing is practically available to the person cited, which may be satisfied by facts establishing the following:
 - (i) The person has housing at that specific time; or
 - (ii) There is an available rehousing option in the City that is functionally accessible to the person at the specific time the citation is issued.
- c. For all citations for “disturbing the peace,” “disorderly conduct,” and violation of Penal Code § 415, the City will require review of the citation by the Police Chief or a designee, and immediate dismissal or rescission of any citation that is not supported by the requirements for citing the offense set forth above in paragraph 1.a of this Agreement.

- d. For all citations for camping, sitting, lying, or sleeping in public (which shall include administrative citations for Lancaster Municipal Code Chapter 9.34, Lancaster Municipal Code §§ 12.04.270 and 12.04.050, and Penal Code § 647(e)), the City will require review by the Police Chief or a designee, and immediate dismissal or rescission of any citation that is not supported by the requirements for citing the offense set forth above in paragraph 1.b of this Agreement.
 - e. The City will adopt Standard Operating Procedures (“SOPs”) consistent with the requirements set forth above in paragraph 1.a through 1.d. of this Agreement within 60 days of execution of this Agreement.
2. **Monetary Settlement.** In full and final settlement of all monetary claims by Plaintiff, the City agrees to pay \$4,000 to Plaintiff Leroy Butts in settlement of his claims for damages, and \$276,000 in settlement of his claims for attorney fees and costs incurred in prosecuting the Action, as follows: Within 60 days of execution of this Agreement, the City shall pay the one-time total sum of \$280,000.00 (Two Hundred Eighty Thousand Dollars) by check made payable to “ACLU Foundation of Southern California,” which shall be sent via mail to Esmeralda Martinez, Director of Finance, ACLU of Southern California, 1313 W. 8th Street, Los Angeles CA 90017.
3. **Timeline.** Unless otherwise stated, within 60 days of the date of full execution of this Agreement, the City agrees to comply or, to the extent adoption of one or more ordinance(s) is required to achieve compliance, commence compliance by agendizing and/or introducing such ordinance(s).
4. **Release.** The following release will become effective upon the effective date of this Agreement: Plaintiff and his heirs, spouses, trustees, successors, assigns, agents, representatives, attorneys, employees, officers, directors, shareholders, members, managers, principals, partners, insurers, and predecessors does hereby forever release, acquit, and discharge the City and all of its boards, bureaus, departments, administrators, officers, agents, employees, and all persons that acted on behalf of the City from any and all claims, demands, actions, causes of action, suits, covenants, settlements, contracts, agreements, and liabilities for personal injuries, property damage, loss, cost or expense of every nature whatsoever, whether known or unknown, contingent or otherwise, at law or in equity, and whether or not expected to exist which Plaintiff had, has or may have against the City, related to all remaining claims in Plaintiff’s Action.
- a. The Parties hereby expressly waive any and all rights that they may have in connection with any and all remaining claims in the Petition, pursuant to the provisions of California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- b. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the Parties to fully, finally and forever settle and release all remaining claims. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all remaining claims in this Petition, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
5. **Retention of Jurisdiction.** The Parties agree and intend that this Agreement is fully enforceable and binding, and admissible in any court proceeding to enforce its terms under Code of Civil Procedure section 664.6. The Parties agree that the Court will retain jurisdiction to enforce the terms of this Agreement pursuant to Code of Civil Procedure section 664.6.
6. **City Approvals.** Plaintiff understands and agrees that this Agreement is subject to approval by City officers and officials. The execution of this Agreement by the Parties is subject to the granting of all such approvals needed to make this Agreement final and binding. Within 10 days of the signing this Agreement, the person signing this Agreement on behalf of Defendant will recommend and promptly execute all requisite documents so that this Agreement be so approved.
7. **Entire Agreement.** This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether oral or written.
8. **No Modifications Unless in Writing, Signed by All Parties.** No modification of this Agreement will be effective unless made in a writing signed by all Parties.
9. **Advice of Counsel.** In entering this Agreement, the Parties represent that they have had the opportunity to seek the advice of an attorney of their own choice, to review and explain the terms of this Agreement, and/or that they have voluntarily and willingly waived such right having read and understood the Agreement.
10. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of California.
11. **Counterparts.** This Agreement may be executed in any number of counterparts and multiple copies, and may be transmitted by fax or e-mail, each of which is to be considered as if it were original, but all of which together will constitute one and the same Agreement which will be fully effective against all persons executing.
12. **Binding.** This Agreement, and each and every item, covenant and condition hereof shall be binding upon and shall inure to the benefit of the respective heirs, successors, insurers, representatives, officers, directors, shareholders, and assigns of the respective Parties.

13. **No Admissions.** This Agreement is in compromise of disputed claims, and neither the execution and delivery of this Agreement, nor the performance of any obligations thereunder, will be construed as an admission of liability or wrongdoing or as an admission of any other matter on the part of any of the Parties, and intends to merely avoid litigation. This Agreement shall not be admissible in any other action or proceeding.
14. **Construction.** This Agreement will not be construed against any of the Parties and the rule of construing contract ambiguities against the party drafting the contract is inapplicable.
15. **Authority.** Each person signing this Agreement on behalf of their respective corporations, represents and warrants that they are fully authorized to do so and to bind the Party for whom they are signing.
16. **Effective Date.** The Effective Date of this Agreement shall be the latest date upon which this Agreement is fully executed by all signatories.
17. **Severability.** In case any one or more of the provisions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, ACCEPT, AND AGREE TO THIS AGREEMENT'S PROVISIONS, AND EXECUTE THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: OCT. 30, 2023

By: Leroy Butts
Leroy Butts, Plaintiff

Dated: October 27, 2023

By: Tiffany Bailey
Tiffany Bailey, Counsel for Plaintiff

October 26, 2023
Dated: _____

By: Jason Caudle
City of Lancaster, Defendant