

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Bobby Warren, et al. v. City of Chico, et al.

No. 2:21-cv-0640-DAD-AC (E.D. Cal. Oct. 31, 2025) · No. No. 2:21-cv-0640-DAD-AC · Decided October 31,
2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 FOR THE EASTERN DISTRICT OF
CALIFORNIA 10 11 BOBBY WARREN, et al., No. 2:21-cv-0640-DAD-AC 12 Plaintiffs, 13 v.
ORDER 14 CITY OF CHICO, et al., 15 Defendants. 16 17 Defendants City of Chico and Chico
Police Department (“defendants”) move to modify 18 and/or interpret the settlement agreement.
(ECF No. 243.)

The parties appeared before the 19 undersigned for a hearing on October 29, 2025. Katherine
Wardrip, Cory Turner, and Sarah 20 Steinheimer appeared for plaintiffs and Ronald Scholar and
Tyler Sherman appeared for 21 defendants.

For the reasons set forth below, the motion is denied. 22 I. Background 23 Plaintiffs initiated this
suit in 2021 as eight homeless City of Chico residents. They 24 brought several claims including
but not limited to a claim that enforcement of City anti-camping 25 laws against homeless persons
was cruel and unusual punishment in violation of the Eighth 26 Amendment to the United States
Constitution.

27 The parties resolved this suit through a Settlement Agreement (“Agreement”) they 28
negotiated during seven court supervised settlement conferences before Magistrate Judge Kendall
1 J. Newman. (ECF No. 153-1.) A stipulated order of dismissal was filed on January 14, 2022. 2
(ECF No. 153.)

The court retained jurisdiction to enforce the Agreement for five years, (id. at 3), 3 which is the
same length of time the Agreement will be in effect. (ECF No. 153-1 at 4.) 4 On September 10,
2024, defendants filed a motion for relief from the stipulated order of 5 dismissal under Rule
60(b) of the Federal Rules of Civil Procedure. (ECF No. 213.) District 6 Judge Dale A. Drozd
denied the motion.

(ECF No. 226.) 7 Defendants filed a second Rule 60(b) motion seeking relief from the stipulated
order of 8 dismissal on August 14, 2025. (ECF No. 239.) District Judge Dale A. Drozd held a
hearing on 9 October 6, 2025, and took the matter under submission. (ECF No. 253.) 10
Defendants filed the present motion on September 10, 2025, seeking dispute resolution on 11
“four key issues” arising out of the agreement.

(ECF No. 243 at 6.) Plaintiffs opposed the motion. 12 (ECF No. 249.) Defendants filed a reply. (ECF No. 251.) 13 II. Legal Standards 14 Settlement agreements are governed by the law of the forum state. *United Commercial Ins. Serv. Inc. v. Paymaster Corp.*, 962 F.2d 853, 856 (9th Cir. 1992). “Under California law, the 16 intent of the parties determines the meaning of the contract.” *Id.* (citing Cal. Civ.

Code §§ 1636, 17 1638). The proper inquiry is the parties’ objective intent, “that is, the intent manifested in the 18 agreement and by surrounding conduct[.]” *Id.* “The language of a contract is to govern its 19 interpretation, if the language is clear and explicit, and does not involve an absurdity.” Cal. Civ. 20 Code § 1638. 21 III. Discussion 22 A. No Discretionary Modification of Terms 23 Defendants ask the court to modify the Agreement’s material terms over plaintiffs’ 24 objections.

However, Paragraph 23 of the Agreement provides, in relevant part: 25 Plaintiffs and the City each acknowledge... that no representation, inducement, promise, agreement, or warranty not contained in this 26 Agreement, including, without limitation, any purported supplements, modifications, waivers, or terminations of this 27 Agreement, are valid or binding, unless executed in writing by all of the Parties to this Agreement.

Any alteration, change, or 28 modification of or to this Agreement must be made by written 1 instrument executed by each of the Parties in order to become effective. 2 3 (ECF No. 153-1 at 28 (emphasis added).) This paragraph does not conflict with or nullify 4 Paragraph 16 and the dispute resolution process, which expressly allows a party to file a motion 5 to implement, enforce or modify the Agreement.

(See *id.* at 22-24.) Although the Agreement 6 contains a dispute resolution process granting the settlement judge jurisdiction to settle disputes 7 arising under the Agreement, the Agreement does not provide for modification of the 8 Agreement’s material terms based on the court’s discretion.¹ 9 B. Paragraphs 9, 10, and 11 in High Wildfire Risk Areas 10 The City seeks to shorten the notification periods to homeless persons in any area 11 designated as a “High” or “Very High Wildfire Risk” area by making the notice procedures in 12 Paragraphs 9, 10, and 11 inapplicable.

Instead, the City would utilize a procedure under which the 13 City would be required to provide notice to plaintiffs’ counsel three days prior to issuing a 72- 14 Hour Notice of Enforcement. (ECF No. 243 at 8-11.) The City cites cases applying the doctrine of 15 impossibility and argues that compliance with the Agreement has become impracticable because 16 cleared sites become immediately reoccupied and vegetation management is hindered.

(*Id.* at 11- 17 12.) 18 The doctrine of impossibility includes “cases of extreme impracticability of performance.” 19 *KB Salt Lake III, LLC v. Fitness Internat., LLC*, 95 Cal. App. 5th 1032, 1058 (2023). (ECF No. 20 243 at 10.)

However, circumstances that make performance more difficult or costly than 21 contemplated when the agreement was executed do not constitute impossibility. *Id.* at 1059. The 22 City carries any burden of proving impossibility. See *Habitat Tr. for Wildlife, Inc. v. City of 23 Rancho Cucamonga*, 175 Cal. App. 4th 1306, 1336 (2009). 24 The court is sympathetic to difficulties in enforcing ordinances for safety and fire 25 mitigation, but the circumstances leading to these difficulties were foreseeable.

As the district 26 judge noted when denying the City's first Rule 60(b) motion, the enforcement process and 27 1 Federal Rule of Civil Procedure 60(b) could, for example, provide a legal basis for modification, 28 but defendants do not bring the present motion under Rule 60(b). 1 associated financial costs were anticipated by defendants when they voluntarily entered into the 2 Agreement.

(See ECF No. 226 at 21.) The undersigned finds no basis to unilaterally modify the 3 Agreement as requested. 4 C. Paragraph 9 and Re-Occupation of Previously Cleared Sites 5 The City seeks to modify Paragraph 9 to add the following: 6 Further, once a Public Property has been the subject of an enforcement action to clear Homeless Persons and/or homeless 7 encampments from the Public Property, all provisions of the Chico Municipal Code and State law, including, but not limited to those set 8 forth in Paragraph 3.a. of this Agreement, shall apply and be enforceable thereafter as to the specific Public Property without 9 limitation as to scope or time.

10 (ECF No. 243 at 11-12.) 11 This addition would effectively terminate the notice requirements and other protections of 12 Paragraphs 10 and 11 after enforcement on a property. However, the Agreement does not provide 13 for permanent clearing of properties or address re-occupation.

The City nevertheless argues the 14 only reasonable interpretation is that "once cleared an area be subject to all City ordinances, 15 including the anticamping notices, either permanently or for not less than 90 days... before re- 16 occupation is permitted." (ECF No. 243 at 13.) 17 The City previously sought to be relieved from the Agreement based on the cost of 18 enforcement and Homeless Persons refusing shelter offers and returning to Public Properties after 19 an enforcement.

(ECF No. 213 at 17.) In rejecting the argument made in the City's first Rule 20 60(b) motion, the district judge explained that the Agreement indicates "the parties were aware 21 that a homeless person may refuse shelter spaces offered to them. Indeed, paragraph 10(i) 22 provides the procedure for enforcing the Anti-Camping Ordinances should a homeless person 23 decline the space offered." (ECF No. 226 at 11.)

The Agreement's plain language requires the 24 procedures in Paragraphs 10 and 11 to be followed prior to removal of a Homeless Person from a 25 Public Property whether the property has previously been enforced on or not.

The undersigned 26 finds no basis to modify Paragraph 9 as requested. 27 //// 28 //// 1 D. Contiguous Parcels 2 Under Paragraph 10.e. of the Agreement, a single notice may include only three “Public 3 Properties.” (ECF No. 153-1 at 14.) Paragraph 3.g. defines “Public Property” as follows: 4 “Public Property” means any publicly owned property in the City, including but not limited to, a public park, public street, alley, lane, 5 public right-of way, or any public parking lot or public area whether improved or unimproved, located within the City.

6 7 (Id. at 6.) 8 Defendants request the following language be added or that Paragraph 3.g be interpreted 9 in this manner: 10 For purposes of counting, a single “Public Property” shall be defined as a continuous tract or plot of land, regardless of the number of 11 legally recognized parcels contained therein, which is not separated from the rest by intervening land owned by a party other than the 12 City.

13 (ECF No. 243 at 14.) 14 According to the City, plaintiffs have taken the position that each parcel in a City park 15 constitutes a separate “Public Property” which results in only being able to notice and clear a 16 portion of a park at a given time. (ECF No. 243 at 14.) Plaintiffs dispute that they have ever taken 17 such a position and argue the proposed modification or interpretation is unnecessary and creates 18 more problems than it purports to solve.

(ECF No. 249 at 20-21.) 19 As discussed, the Court will not unilaterally modify the Agreement. Moreover, defendants 20 have not shown a present need for interpretation. 21 E. Analogous Provisions 22 Paragraph 3.a. of the Agreement lays out the laws to which the Agreement applies: 23 “Anti-Camping Ordinances and Regulations” means the following provisions of the Chico Municipal Code (“C.M.C.”) and State law 24 and any analogous provision(s) of local or State laws as applied against Homeless Persons on Public Property: 25 i. C.M.C.

Chapter 9.20 (CAMPING; §§ 9.20.010 – 9.20.070), 26 including §§ 9.20.020 and 9.20.030 (Citywide Camping Prohibition), § 9.20.050 (Storage of Personal Property in Public Places), and § 27 9.20.055 (Property Removal); 28 //// 1 i. C.M.C. § 9.50.030 (B)-(E) (Waterways Ordinance — Camping, Staying, Storage of Personal Property, Entering and Remaining); 2 i. C.M.C. § 12.18.430 (Park Ordinance — Camping); 3 iv.

C.M.C. § 12.18.450 (Park Ordinance — Closure); 4 v. C.M.C. § 12R.04.340 (Park Regulation — Camping); 5 vi. C.M.C. § 12R.04.370 (Park Regulation — Closure); and 6 vii. California Penal Code § 647(e), which provides it is a 7 misdemeanor to lodge in any building, structure, vehicle, or place, whether public or private, without the permission of the owner or 8 person entitled to the possession or in control of it.

The portion of California Penal Code § 647(e) pertaining to lodging in private 9 property shall not fall within this definition. 10 || (ECF No. 153-1 at 4-5 (emphasis added).) The City requests to

strike “and any analogous 11 || provision(s) of local or State laws” or interpret the phrase to limit its scope “to laws prohibiting 12 || residing or lodging on public property.” (ECF No. 243 at 15.)

In the alternative, the City requests 13 || the definition “expressly exclude all other State laws not criminalizing lodging or residing on 14 || public property, and all other portions of the Chico Municipal Code, including those related to 15 | land use..., zoning..., and sanitation....” (Id.) 16 The Agreement’s inclusion of “any analogous provision(s) of local or State laws” has the 17 || effect of including other laws that may have the same effect as the ones listed in Paragraph 3(a) 18 || when they are enforced against Homeless Persons.

The phrase “and any analogous provision(s) of 19 || local or State laws” is not facially ambiguous, and the City shows no current need for 30 || interpretation. The undersigned will not unilaterally modify the Agreement. 21 IV. Conclusion and Order 2 In accordance with the above, IT IS ORDERED that defendants’ motion to modify and/or 23 || interpret the settlement agreement (ECF No. 243) is DENIED.

24 || Dated: October 31, 2025 / a jf le 4 25 CAROLYN K. DELANEY 6 UNITED STATES MAGISTRATE JUDGE 27 8, warr22cv0640.mod.set 28