

Electronically Received 10/18/2022 04:48 PM

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FILED
Superior Court of California
County of Los Angeles

10/24/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: J. De Luna Deputy

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14 **CENTRAL DISTRICT**

15 LEROY BUTTS,
16 Petitioner and Plaintiff,

17 vs.

18 CITY OF LANCASTER, a municipal entity;
19 LOS ANGELES COUNTY SHERIFF'S
20 DEPARTMENT; and ANDREW LIZARDE,
21 Deputy Sheriff,

22 Respondents and Defendants.

CASE NO. 21STCP00389

UNLIMITED JURISDICTION

[Assigned to Hon. James C. Chalfant -
Dept. 85]

**JOINT NOTICE OF SETTLEMENT
OF FOURTH CAUSE OF ACTION
ON EXCESSIVE FINES;
STIPULATION TO VACATE
BRIEFING DEADLINES AND
HEARING ON EXCESSIVE FINES;
[PROPOSED] ORDER THEREON**

Date: November 22, 2022

Time: 1:30 p.m.

Dept. 85

Judge: Hon. James C. Chalfant

Action filed: February 8, 2021

Trial Date: April 21, 2022

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JOINT NOTICE OF SETTLEMENT AND STIPULATION TO VACATE SUPPLEMENTAL BRIEFING
DEADLINES AND HEARING ON EXCESSIVE FINES

1 PETITIONER LEROY BUTTS AND RESPONDENT CITY OF LANCASTER (“THE
2 PARTIES”), BY AND THROUGH THEIR RESPECTIVE COUNSEL, HEREBY GIVE
3 NOTICE AND STIPULATE AS FOLLOWS:

4 WHEREAS, on February 8, 2021, Petitioner filed a Verified Petition for Writ of
5 Mandate and Complaint for Damages and Declaratory and Injunctive Relief in the above-
6 captioned action (the “Petition”), which asserted six causes of action;

7 WHEREAS, on May 18, 2021, the Court ordered the fifth and six causes of action
8 stayed as to all parties, to be reassigned to an I/C court after trial of the mandamus claims;

9 WHEREAS, the Petition’s first, second, and third causes of action alleged violations of
10 the due process and equal protection guarantees of the California Constitution, while the fourth
11 cause of action alleged violations of the California Constitution’s Excessive Fines Clause;

12 WHEREAS, on April 25, 2022, the Court issued a decision on the Petition for Writ of
13 Mandate (the “Decision”), granting in part the Petition's due process and equal protection
14 claims against the City and holding that citees “showing an inability to pay must be accorded a
15 free appeal” (Decision, at pp. 41-42);

16 WHEREAS, the Court stated in the Decision that it would address Petitioner’s
17 “remaining proposed remedies after hearing additional evidence and argument and ruling on
18 the excessive fines issue” and after that ruling, transfer the Petition’s remaining fifth and sixth
19 causes of action to an I/C court (Decision, at p. 42);

20 WHEREAS, the Parties have agreed to settle the Petition’s fourth cause of action,
21 pursuant to the settlement agreement attached hereto as Exhibit 1;

22 THEREFORE, the Parties hereby give notice of settlement of the fourth cause of action
23 and request that the court vacate the remaining supplemental briefing deadlines and hearing on
24 the excessive fines issue. The Parties further request that the Court retain jurisdiction to enforce
25 the terms of the settlement, pursuant to Code of Civil Procedure § 664.6 and paragraphs 12 and
26


1 25 of the settlement agreement, and after doing so, dismiss the fourth cause of action with
2 prejudice and transfer the remainder of the case to an I/C court.

3 **IT IS SO STIPULATED.**

4
5 DATED: October 18, 2022

STRADLING YOCCA CARLSON & RAUTH

6
7 By:


ALLISON E. BURNS
Attorney for Respondent and Defendant
CITY OF LANCASTER, a municipal
entity

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9
10 DATED: October 18, 2022

ACLU FOUNDATION OF SOUTHERN
CALIFORNIA

11
12
13 By:



ADRIENNA WONG
TIFFANY M. BAILEY
Attorneys for Petitioner LEROY BUTTS

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF FOURTH CAUSE OF ACTION

This Settlement Agreement (the “Agreement”) and Release of the Fourth Cause of Action in this litigation is made and entered into between Petitioner Leroy Butts and Respondent City of Lancaster. Petitioner and Respondent are collectively referred to as the “Parties” or individually as a “Party” with reference to the following:

RECITALS

- A. WHEREAS, on February 8, 2021, Petitioner 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 Fourth Cause of Action alleged that the City of Lancaster (“City”) maintains and enforces an administrative citation scheme in violation of the California Constitution’s Excessive Fines Clause;
- C. WHEREAS, the Petition’s First, Second, and Third Causes of Action also alleged violations of the due process and equal protection guarantees of the California Constitution;
- D. WHEREAS, on April 25, 2022, the Court issued a decision granting in part the Petition's due process and equal protection claims against the City (the “Decision”), holding that citees “showing an inability to pay must be accorded a free appeal” (Decision, at pp. 41-42);
- E. WHEREAS, the Court provided in the Decision that it would address Petitioner’s “remaining proposed remedies after hearing additional evidence and argument and ruling on the excessive fines issue” and after that ruling, transfer the Petition’s remaining Fifth and Sixth Causes of Action to an I/C court (Decision, at p. 42);
- F. WHEREAS, the Parties have agreed to settle the Petition’s Fourth Cause of Action;
- G. WHEREAS, by this Agreement, the Parties intend to settle only the Fourth Cause of Action against the City and make no agreement regarding any other Cause of Action in the Petition;
- H. WHEREAS, the Parties agree that this Agreement is not an admission of liability;
- I. 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. Dismissal of Public Safety Administrative Citations Issued Prior to February 21, 2021.

Within 60 days of execution of this Agreement, the City will complete the following with respect to public safety administrative citations issued on or before February 21, 2021, including the citation issued to Petitioner on or around August 22, 2019:

- a. Dismiss all such public safety administrative citations;
 - b. Discharge any outstanding debt resulting from such public safety administrative citations;
 - c. Instruct Turbo Data Systems (“TDS”) to cease all collections on such public safety administrative citations, including all penalties, late payment fees, and collection fees;
 - d. Instruct TDS to remove from the Franchise Tax Board any debt referrals related to such public safety administrative citations;
 - e. Instruct TDS to request tradeline deletion for any debt resulting from such public safety administrative citations that was negatively reported to any credit agency; and
 - f. Take any other action necessary to halt all collection of debt resulting from such public safety administrative citations.
- 2. Revised Fee Schedule for Administrative Citations.** Within 60 days of execution of this Agreement, the City will adopt a fee schedule fixing monetary penalties and alternative community service requirements for administrative citations as set forth in Exhibit A. The City will take all action necessary to implement this fee schedule, including amending the “Citywide Fee Schedule” and Lancaster Municipal Code as necessary. The City will not increase the monetary penalties or alternative community service requirements for the California Code and Lancaster Municipal Code violations set forth in Exhibit A for a period of five (5) years after adoption of this fee schedule.
- 3. State Law Preemption of Local Enforcement.** The City will not enforce administrative citations where local enforcement is preempted by state law. The City will revise its municipal code and fee schedule as necessary to provide that enforcement of its administrative citation ordinances is not authorized where state law preempts local enforcement, including, specifically, for Vehicle Code offenses and citations related to vendors addressed by Title 5 Chapter 6.2 of the Government Code (Gov. Code §51036 *et seq.*)
- 4. Delinquent Payment Notifications.** The City will remove the threat of driver license suspension from all delinquent payment notifications sent to cited persons.
- 5. Indigency Waivers and Reductions of Payment Requirements Based on Inability to Pay.** The City will establish processes for waiving and reducing citation penalties and payment requirements to appeal for public safety administrative citations based on cited persons’ inability to pay.

- a. ***Indigency Waivers.*** The City shall waive the citation penalty, any late payment or collection fee, and the payment requirement to appeal for individuals who demonstrate they are indigent. The City will accept that a cited person is indigent if the person fits into one of the following three categories:
- i. The person is “very low-income,” as defined in Health and Safety Code section 50105;
 - ii. The person has qualified with another public agency to receive means-tested public benefits, including the following:
 1. Supplemental Security Income or State Supplemental Payment
 2. Cash Assistance Program for Immigrants (“CAPI”)
 3. CalWorks
 4. Medi-Cal
 5. General Relief
 6. Temporary Assistance for Needy Families (“TANF”)
 7. In-Home Supportive Services (“IHSS”)
 - iii. The person is “homeless,” as defined by 24 C.F.R. section 578.3.
- b. ***Form of Proof Required for Establishing Indigency.*** To establish eligibility for an indigency waiver, the City will require no more than a single form of proof. The City will not require a cited person to furnish additional financial documents or forms to obtain an indigency waiver if the person presents one of the following forms of proof, dated within sixty (60) days before or after the date of the citation, establishing that they are indigent:
- i. *Evidence that a person is “very-low income” as defined in Health and Safety Code section 50105:* (1) copy of pay stub; (2) copy of tax return; (3) W-2 form; or (4) statement of gross monthly income, signed under penalty of perjury;
 - ii. *Evidence of receipt of means-tested public benefits:* (1) benefit verification or “award” letter; (2) notice of action; (3) copy of benefits check stub; (4) Housing Authority of the City of Los Angeles (HACLA) voucher; (5) Medi-Cal card; (6) income and eligibility verification form issued by a public agency administering benefits; (7) monthly reporting form issued by a public agency administering benefits; or (8) benefits card;
 - iii. *Evidence that a person is “homeless”:* (1) verification of homelessness from Los Angeles Homeless Services Authority; (2) documentation from a service provider demonstrating homelessness; (3) documentation from a shelter demonstrating homelessness; or (4) administrative citation in which the citing officer describes the cited person as “unhoused,” “homeless,” “transient,” or

some other term denoting homelessness.

- c. ***Inability to Pay Due to Other Circumstances of Financial Hardship.*** The City will provide cited persons the opportunity, upon request, to obtain a waiver or reduction of payment requirements related to public safety administrative citations by establishing other circumstances of financial hardship or evidence of inability to pay not specified in this Agreement. The City retains the discretion to consider additional indicia of inability to pay.
 - d. ***Subsequent Indigency Waivers and Reductions of Payment Requirement to Appeal for Same Citation.*** A previously-granted waiver of the payment requirement to appeal based on inability to pay will automatically qualify a cited individual for an indigency waiver of the citation penalty for the same administrative citation. The City will not require a cited individual to furnish documentation establishing inability to pay the same citation more than once.
6. **Administrative Citation Ability to Pay Form.** The City will provide an ability to pay form on its website and make a physical copy of the form available at City Hall and the Public Safety Department office.
- a. ***Notice of Ability to Pay Form and Process.*** The City will provide notice of the processes for waiving and reducing payment requirements related to public safety administrative citations and a link to the online location of the ability to pay form on: (1) the back of administrative citations; (2) the City's website, including the "Administrative Citations" webpage; and (3) all correspondence between the City and cited persons concerning public safety administrative citations, including delinquent payment notifications.
 - b. ***Content of Ability to Pay Form.*** The ability to pay form will provide the following:
 - i. Check boxes for cited persons to request indigency waivers for citation penalties and for payment requirements to appeal;
 - ii. Check boxes for selecting the following bases for an indigency waiver: (1) Experiencing homelessness; (2) Public benefits recipient (General Relief, TANF, SSI/SSP, IHSS, Medi-Cal, CalWORKS, or CAPI); (3) Person with very-low income; (4) Received waiver of payment requirement to appeal for same citation;
 - iii. A list of the forms of proof sufficient to establish eligibility for an indigency waiver set forth in this Agreement and an explanation that no more than a single form of proof is required; and
 - iv. A field for describing other circumstances of financial hardship or evidence of inability to pay.

- c. ***Consideration of Ability to Pay Form.*** The City will allow cited persons to seek waiver or reduction of a citation penalty based on inability to pay by submitting the ability to pay form, even if the cited person does not separately pursue initial review or administrative appeal.

7. **Contact Information for Legal Aid Organizations.** The City will post the following information about legal aid organizations on its website, at a URL listed on the administrative citation form:

The following resources may help you find an attorney to help you with your citation.

*Public Counsel - Consumer Rights and Economic Justice Project
610 S. Ardmore Ave., Los Angeles, CA 90005
(213) 385-2977 ext. 700
<https://publiccounsel.org/services/debt-collection-foreclosure-fraud/>*

Find more legal aid and non-profit agencies at LawHelpCA.org.

The City will additionally provide this legal aid organization contact information in (1) the “Administrative Citation Request for Initial Review” form or any other forms used for requesting initial review or appeal of a public safety administrative citation, (2) the Administrative Citation Inability to Pay form or any other forms used to request waiver or reduction of a citation penalty or payment requirement to appeal, and (3) delinquent payment notifications sent to cited persons.

8. **Community Service In Lieu of Payment of Citation Penalty.** The City will allow cited persons to complete community service in lieu of payment of administrative citation penalties pursuant to the schedule attached as Exhibit A. The City will not charge, nor will it allow any third-party entity to charge, a community service referral fee, registration fee, or any other fee or cost for engaging in community service as an alternative to payment of an administrative citation penalty.

- a. ***Reasonable Accommodations for Community Service.*** To ensure that community service alternatives to citation penalties are equally accessible to persons with disabilities, the City will provide reasonable accommodations. The City will adopt and maintain a process for receiving and addressing disability accommodation requests and grievances related to public safety administrative citations. The City will provide notice of the City’s designated contact for disability accommodation requests and the manner in which reasonable accommodation requests can be made in the following places:

- i. The City’s website, at the URL: <https://www.cityoflancasterca.org/our-city/departments-services/public-safety/administrative-citations>;
- ii. “Administrative Citation Request for Initial Review” forms or any other used for requesting initial review or appeal of a public safety administrative citation;

- iii. The Administrative Citation Inability to Pay form or any other forms used to request waiver or reduction of a citation penalty or payment requirement to appeal;
 - iv. Delinquent payment notifications sent to cited persons; and
 - v. Any forms for arranging community service as an alternative to paying the citation penalty, including any community service agreements or contracts.
- b. ***Additional Community Service Alternatives for Indigent Persons.*** The City will consider establishment of a program allowing indigent persons to satisfy their community service requirements through enrollment and participation in educational programs and social services, such as job training, substance abuse counseling, and life skill classes.
9. **Collection Fees and Late Payment Penalties.** The City will not charge nor allow TDS or any other third-party debt collector to charge a collection fee or late payment penalty that exceeds \$30 per public safety administrative citation. The City agrees to waive any late penalty or collection fee against a person who demonstrates inability to pay.
- a. ***Request for Proposals or Renegotiation of TDS Contract.*** The City will either (1) issue a Request for Proposals for debt collection agency services related to administrative citations, awarding the contract to the lowest, responsible, and responsive bidder, or (2) renegotiate the City's contract with TDS to ensure that any collection fee or late payment penalty charged to a cited person for a single administrative citation does not exceed \$30.
10. **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 agendaizing and/or introducing such ordinance(s).
11. **Release.** The following release will become effective upon the effective date of this Agreement: Petitioner 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 Petitioner had, has or may have against the City, related to the Petition's Fourth Cause of Action.
- a. The Parties hereby expressly waive any and all rights that they may have in connection with the Fourth Cause of Action 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 the Fourth Cause of Action. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of the Fourth Cause of Action in this Petition, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- c. This waiver does not preclude Petitioner from pursuing any and all rights related to the fifth and sixth causes of action in the Petition, which are not subject to this Agreement. The Agreement and the foregoing waiver are not admissible in (i) proceedings related to the fifth and/or sixth causes of action; (ii) the Action; or (iii) any action or proceeding other than an action or proceeding to enforce the terms of this Agreement.

12. 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.

13. City Approvals. Petitioner 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 Respondent will recommend and promptly execute all requisite documents so that this Agreement be so approved.

14. 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.

15. 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.

16. 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.

17. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of California.
18. **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.
19. **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.
20. **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, or any of them in connection with the Fourth of Cause of Action in the Complaint and intends to merely avoid litigation. This Agreement shall not be admissible in proceedings related to the remaining causes of action in this Action, or in any other action or proceeding.
21. **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.
22. **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.
23. **Effective Date.** The Effective Date of this Agreement shall be the latest date upon which this Agreement is fully executed by all signatories.
24. **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.
25. **Term.** This Agreement shall continue in full force and effect until the fifth (5th) anniversary of the Effective Date, at which date the Agreement shall terminate, except Paragraph Three (Preemption); Paragraph 4 (Delinquent Payment); Paragraph 5 (Indigency Waiver); Paragraph 6 (Ability to Pay); Paragraph 7 (Legal Aid Contact Information); and Paragraph 8 (Community Service) which shall survive the termination of this Settlement Agreement.

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: _____

By: _____
Leroy Butts, Petitioner

Dated: October 13, 2022

By: Jason Candle
City of Lancaster, Respondent

Dated: OCT-16, 2022

By: Leroy Butts
Leroy Butts, Petitioner

Dated: _____

By: _____
City of Lancaster, Respondent

EXHIBIT A
FEE SCHEDULE

Lancaster Municipal Code Section	Violation	Monetary Penalty	Community Service Hours
9.48.050(B)(1); Ch. 8.20	Littering	\$100 \$200 \$500	4 8 12
9.48.050(B)(2); Ch. 8.24	Noise Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(3); Ch. 8.62	Shopping Cart Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(4); Chs. 9.12, 9.16, and 9.18	Loitering Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(5); Ch. 9.20	Public Alcohol Consumption	\$100 \$200 \$500	4 8 12
9.48.050(B)(6); Ch. 9.34	Camping and Lodging Violations	\$25 \$75 \$150	2 4 8
9.48.050(B)(7); Ch. 9.36	Aggressive Solicitation Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(8); Ch. 12.04	Violations of Park Rules	\$50 \$100 \$200	4 8 12
9.48.050(A)	Any misdemeanor offense as set forth in the California Penal Code, Business & Professions Code, Health & Safety Code, Vehicle Code, or other state code, provided such offense does not involve a battery, assault, or other offense related to physical attack or injury on a person	\$100 \$200 \$500	4 8 12

Lancaster Municipal Code Section	Violation	Monetary Penalty	Community Service Hours
8.30.060(A)	Grass taller than 8"	\$50 \$100 \$200	4 8 12
8.30.060(B)	Landscape materials or areas infested with insects, disease or vermin	\$100 \$200 \$500	4 8 12
8.30.060(C)	Dead or dry plant material	\$100 \$200 \$500	4 8 12
8.30.060(D)	Overgrown plant that prohibits pedestrian or vehicular travel or visibility on public street or sidewalk	\$100 \$200 \$500	4 8 12
8.30.060(E)	Trees or shrubs with dead limbs and branches	\$100 \$200 \$500	4 8 12
8.30.060(F)	Numerous or large areas of bare dirt within lawns.	\$50 \$100 \$200	4 8 12
8.30.060(G)	Planter or lawn areas containing a significant number of weeds	\$50 \$100 \$200	4 8 12
8.30.060(H)	Broken or improperly adjusted irrigation systems resulting in significant or continuous spray, spillage or flow or water onto adjacent property, public streets or continuous pooling or ponding of water either on or off site	\$100 \$200 \$500	4 8 12
8.30.060(I)	Accumulation of large amounts of plant material debris such as leaves, pulled weeds, grass clippings, or branches that are not being used for mulching or composting purposes	\$100 \$200 \$500	4 8 12
8.30.060(J)	Inoperative backflow prevention device on irrigation system	\$100 \$200 \$500	4 8 12
5.04.290; Ch. 5.04; Article I Business Licenses	Failure to obtain business license or other violation of Ch. 5.04; Article I Business Licenses	\$100 \$200 \$500	4 8 12
5.04.210-240; Ch. 5.04; Article II Peddlers and Vendors	Failure to comply with Ch. 5.04; Article II Peddlers and Vendors	\$100 \$200 \$500	3 6 9

Lancaster Municipal Code Section	Violation	Monetary Penalty	Community Service Hours
5.04.270-280; Ch. 5.04; Article IV Registration of Secondhand Purchases	Failure to comply with Ch. 5.04; Article IV Registration of Secondhand Purchases	\$100 \$200 \$500	4 8 12
5.04.520; Ch. 5.04; Article V Sidewalk Vendors	Failure to comply with Ch. 5.04; Article V Sidewalk Vendors; subject to 5.04.530	\$100 \$200 \$500	4 8 12

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[PROPOSED] ORDER

Upon the request of the parties, and good cause appearing, IT IS HEREBY ORDERED:

1. The remaining briefing deadlines on the excessive fines issue and the hearing on November 22, 2022 are vacated.
2. The Court retains jurisdiction to enforce the Settlement Agreement.
3. The Petition's fourth cause of action is dismissed with prejudice as to all parties.

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IT IS SO ORDERED. V@•^&|æã • Æ^Á |ã^!^âAã • -!|^âA [Ö^] dFÁ | Æ • ã } { ^ } dÁ Æ Æ D&| ~ | dÈ
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James C. Chalfant

Dated: 10/24/2022, 2022

James C. Chalfant / Judge
HON. JAMES CHALFANT
JUDGE OF THE SUPERIOR COURT