

**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF COLUMBIA**

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RENEAU, <i>et al.</i> ,	)	
Plaintiffs,	)	
v.	)	
UNITED STATES FISH AND	)	
WILDLIFE SERVICE, <i>et al.</i> ,	)	
Federal Defendants.	)	CASE NO. 1:16-cv-00966-TSC
	)	<b>SETTLEMENT AGREEMENT</b>
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	)	

For purposes of settling the above-captioned lawsuit without further judicial proceedings, Plaintiffs Susan Reneau, Robert Fields, Marvin Kaschke, Joseph Mazzoni, Jon Malcolm, Delbert Palmer, Marvin Plenert, Don Redfearn, William Reffalt, David Wiseman and Public Employees for Environmental Responsibility (“PEER”) ( collectively “Plaintiffs”) and Defendants United States Fish and Wildlife Service (“FWS”) and Greg Sheehan<sup>1</sup> State:

WHEREAS, on May 23, 2016, Plaintiffs filed a Complaint for declaratory and injunctive relief against Defendants.

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<sup>1</sup> New official is substituted for his predecessor pursuant to Fed. R. Civ. P. 25(d).

WHEREAS, Plaintiffs' Complaint challenges FWS' alleged failure to conduct a Legislative Environmental Impact Statement under the National Environmental Policy Act ("NEPA") for a legislative proposal submitted to Congress for the transfer of the National Bison Range. Additionally, Plaintiffs challenge FWS' failure to complete a Comprehensive Conservation Plan ("CCP") for the National Bison Range pursuant to the National Wildlife Refuge System Improvement Act ("NWRS Improvement Act").

WHEREAS, Plaintiffs and Defendants (collectively the "Settling Parties"), through their authorized representatives, and without any admission or final adjudication of issues relating to Plaintiffs' claims, have reached a settlement of the above-captioned litigation, as set forth in this Settlement Agreement.

THEREFORE, the Settling Parties hereby stipulate and agree to the following terms in settlement of any and all claims relating in any way to the above-captioned litigation:

1. This Agreement has no precedential value and shall not be used as evidence in any other proceeding.
2. The Settling Parties agree that the above-captioned case should be dismissed without prejudice and that the Settling Parties shall file with the District Court a joint motion for dismissal of this action pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) that attaches this Settlement Agreement. Notwithstanding this dismissal, the parties request that the court retain jurisdiction over this matter solely to enforce the terms of this Settlement Agreement. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994). If the District Court does not grant the motion to dismiss the above-captioned case, this Agreement will be void and the Settling Parties will have no further obligations under this Agreement.

3. The Settling Parties agree that the joint motion will request dismissal pursuant to the terms of this Settlement Agreement.
4. FWS agrees it will:
  - a. Prepare a CCP for the National Bison Range pursuant to the guidance contained in the FWS Manual, which is currently set forth in 602 FW 3.
  - b. Prepare an Environmental Impact Statement on the CCP pursuant to NEPA and its implementing regulations.
  - c. Complete a draft CCP and draft NEPA document by July 31, 2022.
  - d. Complete a final CCP and a final NEPA document by January 31, 2023.
  - e. FWS will create a webpage for the CCP and EIS for the Bison Range. On the webpage, FWS will assign dates for completion of the steps for preparation of a CCP and NEPA compliance set out in the FWS Manual, 602 FW 3. FWS will also report on that webpage any updates related to the completion of the CCP and NEPA documents. If any interim deadlines for the steps set out in the FWS manual are delayed longer than 60 days, FWS will post an explanation of the reason for the delay and of its plans to complete that step with an estimated date of completion.
5. Plaintiffs shall consult in writing with Defendants about any delays in the completion of the CCP and NEPA Document or alleged breaches of this agreement prior to filing a new lawsuit regarding the progress of the CCP or NEPA processes. Plaintiffs shall then give Defendants 30 days to cure any delay or breach.
6. FWS agrees to pay PEER \$50,000 in full settlement of all Plaintiffs' claims under any authority for attorneys' fees, costs, and expenses, including expenses for experts, included in the above-captioned litigation. All payments will be made by electronic funds transfer to PEER, or

on behalf of the organization, to a client trust account fund maintained by counsel for PEER.

PEER shall, within twenty-one days after the filing of this Agreement, designate the account to which the payments are to be made by providing the following information necessary for Defendants to process the disbursements: the account holder's name, address, the bank account number, the account type, the bank routing number ("RTN"), and PEER's tax identification number. Payment to PEER shall be made within 30 days of PEER's provision of the electronic transfer information to the FWS.

7. Nothing in this Settlement Agreement shall be construed to require the Defendants to take any action inconsistent with applicable federal, state, or local law.

8. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that Defendants obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

9. Nothing in this Settlement Agreement shall be interpreted as imposing obligations on any federal agency that is not a signatory to the Agreement.

10. The undersigned representatives of each party certify that they are full authorized by the parties they represent to execute this agreement.

IT IS HEREBY AGREED.

JEFFREY H. WOOD

Acting Assistant Attorney General

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