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15 UNITED STATES DISTRICT COURT
16
17 FOR THE CENTRAL DISTRICT OF CALIFORNIA
18
19 WESTERN DIVISION

20 CENTER FOR BIOLOGICAL
21 DIVERSITY,

22 Plaintiff,

23 v.

24 UNITED STATES BUREAU OF
25 LAND MANAGEMENT, and
26 UNITED STATES FOREST
27 SERVICE,

28 Defendants.

No. 2:18-cv-02448-JFW (GJSx)

**STIPULATED SETTLEMENT
AGREEMENT**

Exhibit 1

1 This Agreement is entered into by and between Plaintiff, the Center for
2 Biological Diversity, and Defendants, United States Department of Agriculture
3 Forest Service and the Department of the Interior Bureau of Land Management
4 (“BLM”) (together, the “Parties”);

6 WHEREAS Plaintiff filed suit on March 27, 2018, under the Wild and
7 Scenic Rivers Act (“WSRA”), 16 U.S.C. §§ 1271–83, seeking an order of the
8 Court requiring the Defendants to prepare river management plans (also referred to
9 as Comprehensive River Management Plans or “CRMPs”) for eight rivers
10 designated under the WSRA on March 31, 2009.

13 NOW, THEREFORE, IT IS STIPULATED BY AND BETWEEN THE
14 PARTIES AS FOLLOWS:
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16 1. Defendants shall issue final CRMPs under the WSRA for the
17 designated river segments of the North Fork San Jacinto River, Fuller Mill Creek,
18 Palm Canyon Creek, Bautista Creek, Owens River Headwaters, Cottonwood
19 Creek, Piru Creek, and Amargosa River not later than December 31, 2024, unless
20 that deadline is modified under paragraphs 2, 4 or 5 of this agreement.
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23 2. In the event of a dispute among the Parties concerning the
24 interpretation or implementation of any aspect of this Stipulation, the disputing
25 Party shall provide the other Party with a written notice outlining the nature of the
26 dispute and requesting informal negotiations. The Parties shall meet and confer to
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1 attempt to resolve the dispute. If the Parties cannot reach an agreed-upon
2 resolution after 28 days following receipt of a written notice requesting informal
3 negotiations or such longer time agreed to by the Parties, any Party may move the
4 Court to resolve the dispute.
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6 3. No motion or other proceeding seeking to enforce this Stipulation or
7 for contempt of court shall be properly filed unless the Party seeking to enforce
8 this Stipulation has followed the procedure set forth in Paragraph 2, above, and the
9 Party believes there has been noncompliance with an order issued under Paragraph
10 2. In addition, this Stipulation shall not, in the first instance, be enforceable
11 through a proceeding for contempt of court.
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15 4. The Parties recognize that the possibility exists that a lapse in
16 appropriations that fund the Department of Agriculture and the Department of the
17 Interior could delay compliance with the timetables contained in this Stipulation.
18 Should a delay occur due to a lapse in appropriations any resulting failure to meet
19 the timetables set forth herein shall not constitute a failure to comply with the
20 terms of this Stipulation, and any deadlines shall be automatically extended one
21 day for each day of the lapse in appropriations. Nothing in this paragraph shall
22 preclude the Defendants from seeking an additional extension through
23 modification of this Stipulation pursuant to Paragraph 5, below. The Parties
24 recognize and acknowledge that the obligations imposed upon the Defendants
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1 under this Stipulation can only be undertaken using appropriated funds legally
2 available for such purpose. No provision of this Stipulation shall be interpreted as
3 or constitute a commitment or requirement that the United States obligate or pay
4 funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other
5 applicable provision of law.
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8 5. The Order entering this Agreement may be modified by the Court
9 only by written stipulation of the Parties filed with and approved by the Court, or
10 upon good cause shown by written motion filed by one of the Parties pursuant to
11 Paragraph 2 and granted by the Court. In the event that Defendants fail to meet a
12 deadline in Paragraph 1, above, and have not sought to modify it, or have failed to
13 meet a deadline modified by the Court, Plaintiff shall proceed in accordance with
14 Paragraphs 2 and 3, above.
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18 6. The Parties agree the each party shall bear its own attorney's fees,
19 expenses, and costs incurred in connection with this litigation, including settlement
20 negotiations.
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22 7. No provision of this Agreement shall constitute a commitment for
23 Defendants to take action in contravention of, or not required by, the WSRA or any
24 other law or regulation, either substantive or procedural. Nothing in this
25 Agreement shall be construed to limit or modify the discretion accorded to
26 Defendants by the WSRA (including any amendments thereto), the Administrative
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1 Procedure Act, 5 U.S.C. §§ 553 *et seq.*, or general principles of administrative
2 law. Nothing in this Agreement shall be construed to deprive a federal official of
3 the authority to revise, amend, or promulgate regulations. Nor shall anything in
4 this Agreement be construed to limit the authority of federal officials from revising
5 or amending any final determination.
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8 8. The Parties agree that this Stipulation shall constitute a complete and
9 final settlement of all claims that Plaintiff asserted against the Defendants in this
10 action. To challenge any CRMP completed pursuant to Paragraph 1, above, or any
11 revision or amendment of a CRMP, Plaintiff must file a separate action. In such
12 action, Plaintiff reserves the right to challenge substantive decisions made by
13 Defendants pursuant to Paragraph 1, above, and Defendants reserve the right to
14 raise any applicable claims or defenses to such challenges.
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18 9. Concurrently with this Settlement Agreement, the Parties shall file a
19 stipulation of voluntary dismissal of this action. That stipulation will request that
20 the Court retain jurisdiction to oversee compliance with the terms of this
21 Stipulation and to resolve any disputes arising under this Stipulation and any
22 motions to modify any of its terms. *See Kokkonen v. Guardian Life Ins. Co. of*
23 *Am.*, 511 U.S. 375 (1994).
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26 10. The Parties agree that this Stipulation was negotiated in good faith
27 and that it constitutes a settlement of substantive claims brought by Plaintiff. The
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1 Parties agree and acknowledge that this Stipulation is a compromise to avoid
2 further litigation only and that it has no precedential value and shall not be used as
3 evidence in any litigation except litigation to enforce the terms of this Stipulation.
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5 11. It is hereby expressly understood and agreed that this Stipulation was
6 jointly drafted by the Parties and that any and all rules of construction to the effect
7 that ambiguity is construed against the drafting party shall be inapplicable in any
8 dispute concerning the terms, meaning, or interpretation of this Stipulation.
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10 12. This Stipulation contains the entire agreement between the Parties,
11 and all previous understandings, agreements, and communications prior to the date
12 hereof, whether express or implied, oral or written, relating to the subject matter of
13 this Stipulation, are fully and completely extinguished and superseded by this
14 Stipulation.
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17 13. The undersigned representatives of each of the Parties certify that they
18 are fully authorized by the Parties they represent to execute this Stipulation. The
19 provisions of this Stipulation shall apply to and be binding upon each of the Parties
20 including, but not limited to, their officers, directors, servants, employees,
21 successors, and assigns and shall become effective upon filing with the Court.
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25 SO STIPULATED:
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27 JEFFREY H. WOOD
28 Acting Assistant Attorney General

/s/ Barclay T. Samford

BARCLAY T. SAMFORD

Senior Attorney

U.S. Department of Justice

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