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Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

_____)	
CENTER FOR BIOLOGICAL)	Case No. 3:19-cv-07155-JSC
DIVERSITY, et al.,)	
	Plaintiffs,)	STIPULATED SETTLEMENT
	v.)	AGREEMENT
)	
)	
)	
U.S. BUREAU OF LAND)	
MANAGEMENT, et al.,)	
	Defendants.)	
)	
_____)	

Plaintiffs, Center for Biological Diversity, Sierra Club, County of Santa Cruz, and
County of Monterey, and Defendants¹, the United States Bureau of Land Management
("BLM") and Debra Haaland in her official capacity as Secretary of the Interior, (collectively

¹ The Parties agree that "Defendants" encompasses the Department of the Interior and all its
officials acting in their official capacity.

1 “the Parties”) hereby enter into this Settlement Agreement (“Agreement”) for the purpose of
2 resolving this lawsuit without further judicial proceedings. The Parties hereby state as follows:

3 WHEREAS, in May 2019, BLM published the BLM Central Coast Field Office’s
4 Proposed Resource Management Plan Amendment and Final Environmental Impact Statement
5 for Oil and Gas Leasing and Development (“RMPA/FEIS”), which made approximately
6 725,500 acres of public lands and federal mineral estate available for oil and gas leasing;
7

8 WHEREAS, on October 4, 2019, BLM issued a Record of Decision (“2019 ROD”)
9 approving the RMPA/FEIS;

10 WHEREAS, on February 4, 2020, Plaintiffs filed the First Amended Complaint for
11 declaratory and injunctive relief (“Amended Complaint”) challenging the 2019 ROD and
12 alleging that, in approving the RMPA/FEIS, Defendants failed to: (1) identify and analyze
13 reasonable alternatives; (2) take a hard look at the impacts of oil and gas development,
14 including the use of hydraulic fracturing and enhanced oil recovery techniques, on greenhouse
15 gas emissions and climate, groundwater, surface water, air quality, seismicity, and wildlife and
16 plant species; (3) prepare and circulate a supplemental Environmental Impact Statement; or (4)
17 discuss possible conflicts with local land use policies and coordinate planning efforts with local
18 governments, all in violation of the National Environmental Policy Act (“NEPA”),
19 Administrative Procedure Act (“APA”), and Federal Land Policy & Management Act
20 (“FLPMA”);
21

22 WHEREAS, on June 17, 2021, prior to summary judgment filings but after Defendants’
23 lodging of the Administrative Record, the Parties stipulated to a stay of the case to enter into
24 settlement negotiations to conserve the Parties’ and the Court’s resources and resolve this
25 lawsuit without further litigation; and
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1 WHEREAS, the Parties, through their authorized representatives, and without any
2 admission or adjudication of the issues of fact or law, have reached a settlement resolving the
3 claims in this case;

4
5 THEREFORE, the Parties enter this Agreement and stipulate as follows:

6 1. BLM will prepare, in accordance with FLPMA and NEPA, a supplemental
7 Environmental Impact Statement (“supplemental analysis”) to the 2019 Final Environmental
8 Impact Statement for the six alternatives analyzed in the RMPA/FEIS. BLM will solicit
9 additional alternatives during the public scoping process and will consider incorporating those
10 alternatives into the analysis.
11

12 2. Following completion of the supplemental analysis, BLM will issue a new
13 decision document.

14 3. In preparing the supplemental analysis contemplated in Paragraph 1, BLM will
15 coordinate with local governments and, to the maximum extent consistent with federal law,
16 cooperate with local governments to ensure consistency of federal actions with local land use
17 plans.
18

19 4. BLM agrees that the supplemental analysis may refer to or tier to the
20 RMPA/FEIS to the extent BLM deems appropriate in accordance with 40 C.F.R. §§ 1502.20
21 and 1508.28 (1978). If permitted under current law, BLM will apply the 1978 Council on
22 Environmental Quality regulations implementing NEPA in preparing the supplemental
23 analysis.
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25 5. In preparation of the supplemental analysis, contemplated in Paragraph 1,
26 BLM agrees to provide for public notice and comment on the supplemental analysis in
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1 accordance with the NEPA procedures for preparation of an Environmental Impact
2 Statement.

3 6. Pending issuance of the new decision contemplated in Paragraph 2, BLM
4 will defer any oil or gas lease sales within the Central Coast Field Office planning area.
5

6 7. Pending issuance of the new decision contemplated in Paragraph 2, BLM
7 will follow its regulations and policy for public notice prior to approving any applications
8 for permit to drill within the Central Coast Field Office planning area.
9

10 **Dismissal of Case and Additional Terms**

11 8. The Parties agree to submit to the Court a stipulation of dismissal and
12 proposed order dismissing with prejudice this lawsuit pursuant to Fed. R. Civ. P.
13 41(a)(1)(A)(ii), provided that the Court shall retain jurisdiction solely for the purposes of
14 enforcement of this Agreement, subject to the limitations described in Paragraph 12. If the
15 Court does not dismiss the case, this Agreement is voidable by any Party.
16

17 9. The terms of this Agreement shall become effective upon dismissal of this
18 lawsuit by the Court.

19 10. Pending issuance of the new decision document contemplated in Paragraph
20 2, Defendants will file with the Court semi-annual reports regarding the status of
21 proceedings on the supplemental analysis contemplated in Paragraph 1.
22

23 11. Defendants agree they will notify the Court within 14 days after BLM's
24 issuance of the new decision document contemplated in Paragraph 2. This Agreement, and
25 the Court's jurisdiction over the case, shall terminate upon receipt of that notification.
26

27 12. Any challenge to the adequacy of the supplemental analysis and new
28 decision contemplated in Paragraphs 1 and 2 must take the form of a new civil action under

1 the judicial review provisions of the APA, and may not be asserted as a claim for violation
2 of this Agreement or in a motion to enforce the terms of this Agreement. The Parties
3 acknowledge that nothing in this Agreement limits Plaintiffs' right to challenge the
4 supplemental analysis and decision in a separate administrative or judicial action under the
5 judicial review provisions of the APA, 5 U.S.C. §§ 701-706, and that nothing in this
6 Agreement limits Defendants' rights to assert any applicable defenses.
7

8 13. In the event of a dispute arising out of or relating to this Agreement, or if
9 any of the Parties believes another Party has breached its obligations under this Agreement,
10 the Party raising the dispute or alleging breach shall provide the other Parties written notice
11 and a reasonable opportunity to resolve the dispute or cure the alleged breach. The Parties
12 agree that they will meet and confer (either telephonically or in person) within 30 days of
13 being notified of a dispute in a good faith effort to resolve any disputes or alleged breaches.
14 If the Parties are unable to resolve the dispute themselves, the Parties may seek relief from
15 this Court, subject to the limitations described in Paragraph 12. The Parties agree that they
16 will not seek contempt of court or money damages as an available remedy for any alleged
17 violation of this Agreement.
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20 14. Nothing in this Agreement shall be construed or offered as evidence by any
21 Party in any proceeding as an admission to any wrongdoing, liability, or any issue of fact or
22 law concerning the claims settled under this Agreement or any similar claims brought in
23 the future by any other party. Except as expressly provided in this Agreement, none of the
24 Parties waives or relinquishes any legal rights, claims, or defenses it may have.
25

26 15. Nothing in this Agreement shall have precedential value in any litigation or
27 in representations before any court or forum or in any public setting. This Agreement is
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1 executed for the purpose of settling Plaintiffs' Amended Complaint, and it is based on and
2 limited solely to the facts involved in this case.

3 16. Without waiving any defenses or making any admissions of fact or law,
4 Federal Defendants agree to pay the Plaintiffs \$20,000 to settle the Plaintiffs' claims for
5 attorneys' fees and costs. The Plaintiffs agree to accept the \$20,000 from Federal
6 Defendants in full satisfaction of any and all claims, demands, rights, and causes of
7 action for any and all attorneys' fees and costs Plaintiffs reasonably incurred in this
8 litigation through the signing of this Agreement. The United States may offset the
9 payment amounts to account for any delinquent debts owed by each Payee to the United
10 States pursuant to 31 U.S.C. §§ 3711, 3716. By this Agreement, Federal Defendants do
11 not waive any right to contest fees and costs claimed by Plaintiffs or Plaintiffs' counsel in
12 any future litigation or continuation of the present action.
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15 17. Within fourteen (14) business days after the effective date of this
16 Agreement, the Plaintiffs' counsel will provide the following information necessary for
17 Federal Defendants to process the electronic disbursement identified in the preceding
18 paragraph: the payee's name and address, the payee's bank account number, the account
19 type, the name of the payee's bank, the bank routing transit number, and the payee's tax
20 identification number. Federal Defendants agree to submit all necessary paperwork for the
21 processing of the attorneys' fees award within twenty (20) business days of the date of
22 receipt by the Deputy State Director of Energy and Minerals in the California State Office
23 of the BLM of the necessary information from the Plaintiffs or from the dismissal of these
24 consolidated lawsuits, whichever is later.
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1 18. Counsel for Federal Defendants agrees to notify counsel for Plaintiffs
2 promptly when the electronic fund transfer is made. Counsel for Plaintiffs agrees to send
3 confirmation of the receipt of the payment to counsel for Federal Defendants within
4 fourteen (14) days of such notice.
5

6 19. So long as the payee receives payment from Federal Defendants, as
7 provided in Paragraphs 17-18, Plaintiffs and their counsel, assigns, executors, and
8 administrators agree to forever release, abandon, waive, and discharge the United States
9 and Federal Defendants from any and all claims, demands, damages, causes of action or
10 suits at law or equity to recover fees, costs, or expenses with respect to any aspect of this
11 litigation.
12

13 20. No provision of this Agreement shall be interpreted as, or constitute, a
14 commitment or requirement that Defendants take action in contravention of the APA, the
15 Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.
16

17 21. Nothing in this Agreement shall be construed to limit, expand, or otherwise
18 modify the authority accorded to Defendants under the United States constitution, any
19 statute or regulation, or by general principles of administrative law.
20

21 22. The Parties agree that this Agreement was negotiated in good faith and that
22 it constitutes a settlement of claims that were disputed by the Parties. This Agreement
23 contains all the terms of agreement between the Parties concerning Plaintiffs' Amended
24 Complaint, and is intended to be the final and sole agreement between the Parties with
25 respect thereto. The Parties agree that any prior or contemporaneous representations or
26 understandings not explicitly contained in this written Agreement, whether written or oral,
27 are of no further legal or equitable force or effect.
28

1 23. The undersigned representatives of each Party certify that they are fully
2 authorized by the Party or Parties they represent to agree to the terms and conditions of this
3 Agreement and do hereby agree to the terms herein. Further, each Party, by and through its
4 undersigned representative, represents and warrants that it has the legal power and
5 authority to enter into this Agreement and bind itself to the terms and conditions contained
6 in this Agreement.
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9 DATED: November 29, 2022
10

11 TODD KIM
12 Assistant Attorney General
13 Environment & Natural Resources Division


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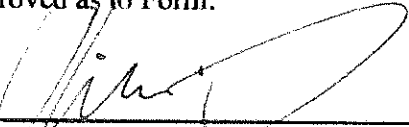
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