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10 *Attorneys for Defendants*

11  
12 IN THE UNITED STATES DISTRICT COURT  
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA

14 \_\_\_\_\_ )  
15 CENTER FOR BIOLOGICAL )  
16 DIVERSITY, SIERRA CLUB, COUNTY )  
17 OF SANTA CRUZ, and COUNTY OF )  
18 MONTEREY, )

19 Plaintiffs, )

20 v. )

21 U.S. BUREAU OF LAND )  
22 MANAGEMENT, et al., )

23 Defendants. )  
24 )  
25 )  
26 )  
27 )  
28 )

Case No. 3:19-cv-07155-JSC

**STIPULATION OF DISMISSAL  
PURSUANT TO COMPROMISE  
SETTLEMENT AGREEMENT  
[FRCP 41(a)]**

29 Plaintiffs Center for Biological Diversity, Sierra Club, County of Santa Cruz and  
30 County of Monterey, and Defendants the Bureau of Land Management and Debra Haaland, in  
31 her official capacity as Secretary of the United States Department of the Interior, hereby  
32 stipulate under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) that this action be dismissed  
33 with prejudice, pursuant to the terms of the attached Stipulated Settlement Agreement  
34 (Attachment 1). Upon dismissal of this action, the Parties agree that this Court shall retain

1 jurisdiction solely for the purposes of enforcing the Settlement Agreement, subject to the  
2 limitations described in Paragraphs 11 and 12 of the Settlement Agreement. *See Kokkonen v.*  
3 *Guardian Life Ins. Co.*, 511 U.S. 375 (1994).  
4

5  
6 DATED: December 5, 2022  
7

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9 Assistant Attorney General  
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11 /s/ Leilani Doktor  
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*Counsel for County of Santa Cruz*

**ATTESTATION OF CONCURRENCE**

In accordance with Local Rule 5-1(h)(3), I hereby attest that all counsel whose signature is listed, and on whose behalf this e-filed document is submitted, concur in the filing's content and have authorized the filing.

/s/ Leilani Doktor  
Leilani Doktor

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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,	)	<b>STIPULATED SETTLEMENT</b>
	v.	)	<b>AGREEMENT</b>
		)	
		)	
		)	
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 Defendants<sup>1</sup>, the United States Bureau of Land Management  
("BLM") and Debra Haaland in her official capacity as Secretary of the Interior, (collectively

<sup>1</sup> 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  
26  
27  
28

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

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.  
24

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  
27  
28

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  
28



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.  
13  
14

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

23. The undersigned representatives of each Party certify that they are fully authorized by the Party or Parties they represent to agree to the terms and conditions of this Agreement and do hereby agree to the terms herein. Further, each Party, by and through its undersigned representative, represents and warrants that it has the legal power and authority to enter into this Agreement and bind itself to the terms and conditions contained in this Agreement.

DATED: November 29, 2022

TODD KIM  
Assistant Attorney General  
Environment & Natural Resources Division


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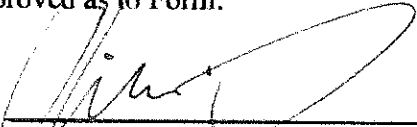
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Approved as to Form:

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

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CENTER FOR BIOLOGICAL		)	Case No. 3:19-cv-07155-JSC
DIVERSITY, SIERRA CLUB, COUNTY		)	
OF SANTA CRUZ, and COUNTY OF		)	<b>[PROPOSED]</b>
MONTEREY,		)	<b>ORDER GRANTING</b>
		)	<b>DISMISSAL</b>
	Plaintiffs,	)	
	v.	)	
		)	
U.S. BUREAU OF LAND		)	
MANAGEMENT, et al.,		)	
		)	
	Defendants.	)	
<hr/>			

Pursuant to the Stipulation of Dismissal and Settlement Agreement filed by the Parties under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), IT IS ORDERED THAT THIS ACTION BE DISMISSED WITH PREJUDICE.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction of this action solely for the purposes of enforcing the Settlement Agreement, subject to the limitations described in Paragraphs 11 and 12 of the Settlement Agreement. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994).

IT IS SO ORDERED.

Dated:

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HON. JACQUELINE SCOTT CORLEY  
United States District Judge