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UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF CALIFORNIA

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23 WESTERN WATERSHEDS PROJECT; ) Case No.: C 08-01460 PJH  
NATURAL RESOURCES DEFENSE )  
24 COUNCIL; CENTER FOR BIOLOGICAL )  
DIVERSITY; CALIFORNIA TROUT; )  
25 ENVIRONMENTAL PROTECTION ) **STIPULATED AGREEMENT AND**  
INFORMATION CENTER; KLAMATH ) **[PROPOSED] ORDER**  
26 SISKIYOU WILDLANDS CENTER; LOS )  
PADRES FOREST WATCH; SIERRA )  
27 FOREST LEGACY; SEQUOIA )  
28 FORESTKEEPER; GRAND CANYON )

1 TRUST; UTAH ENVIRONMENTAL )  
 CONGRESS; RED ROCK FORESTS; and )  
 2 OREGON NATURAL DESERT )  
 ASSOCIATION, )  
 3 )  
 4 Plaintiffs, )  
 vs. )  
 5 )  
 6 U.S. FOREST SERVICE, )  
 7 Defendant. )  
 8 )

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9  
 10 Subject to approval by this Court, it is hereby stipulated and agreed as follows by all  
 11 parties:

12 WHEREAS Plaintiffs brought this litigation against Defendant Forest Service  
 13 challenging numerous Forest Service decisions throughout the Western United States that  
 14 reauthorized livestock grazing on 386 grazing allotments for allegedly violating the National  
 15 Environmental Policy Act (“NEPA”) and the 2005 Consolidated Appropriations Act, Public Law  
 16 No. 108-447, Section 339, by improperly relying on the 2005 appropriations rider to exclude  
 17 these decisions from environmental analysis;

18 WHEREAS the parties requested that the Court refer this case to Magistrate Judge  
 19 Laporte for negotiated settlement discussions;

20 WHEREAS Magistrate Judge Laporte issued an order setting an initial settlement  
 21 conference for December 18, 2008, and the parties submitted confidential settlement conference  
 22 statements to Judge Laporte prior to this meeting;

23 WHEREAS at the first settlement meeting, Defendant Forest Service informed plaintiffs  
 24 that it had decided to withdraw the categorical exclusions (“CEs”) for the following seventeen  
 25 allotments and prepare an Environmental Assessment (“EA”) or Environmental Impact  
 26 Statement (“EIS”), whichever is appropriate, for those allotments:

27 Los Padres National Forest: Sweetwater Allotment;  
 28

1           Rio Grande National Forest: Blue Park/Pool Table Allotments, Roaring Fork Allotment;  
2           Malheur National Forest: Bridge Creek Allotment, Deardorff Allotment;  
3           Wasatch-Cache National Forest: Franklin Basin Allotment;  
4           Okanogan-Wenatchee National Forest: Goat Allotment, Schalow Allotment;  
5           Plumas National Forest: Horton Canyon South/Horton Canyon East Allotments, Mt.  
6           Haskell Allotment, Ramelli and Hall Allotments;  
7           Sequoia National Forest: Jack’s Creek Allotment, Smith Canyon Allotment;  
8           Bridger-Teton National Forest: Porcupine Allotment;

9           WHEREAS the parties held a further settlement meeting on April 16, 2009, and  
10 thereafter continued to pursue discussions by exchanging written settlement proposals and,  
11 through these discussions, have reached the following agreement for proceeding with this  
12 litigation;

13           NOW THEREFORE, the parties agree as follows:

14           1. Defendant Forest Service agrees to prepare an EA or EIS, whichever is  
15 appropriate, for an additional 23 allotments, listed here:

16           Plumas National Forest: Thompson Valley, Dotta Creek, Bacher Allotments,  
17 Frenchman Lake Allotment, Mercer Allotment, Ramelli Ranch Allotment, Bulson  
18 Allotment;

19           Stanislaus National Forest: Shotgun, Lower Blue, and Mokelumne Allotments,  
20 Duckwall Allotment;

21           Caribou-Targhee National Forest: Wells Canyon Allotment;

22           Salmon-Challis National Forest: Agency Creek and Pattee Creek Allotments;

23           Manti La Sal National Forest: Twin Springs Allotment, Black Canyon, Clay  
24 Banks, Joes Valley, Olsen Bench, Peavine, Reeder Ridge, Ridley Ridge, Wagon  
25 Road Ridge Allotments.

26           2. Defendant Forest Service agrees to place these allotments on the Rescissions Act  
27 schedule in accordance with the applicable ranking criteria and provide plaintiffs  
28

1 within 60 days of the date this agreement is approved by the Court, through  
2 counsel, documentation of how each allotment has been ranked in priority for  
3 NEPA review and when that review is scheduled for each allotment. Pending  
4 preparation of an EA or EIS in accordance with the Rescissions Act schedule, the  
5 current decision documents for these 23 allotments shall remain in force.

6 3. In exchange, with respect to all non-California CE allotments for which the Forest  
7 Service has not agreed to prepare an EA or EIS, Plaintiffs agree to withdraw their  
8 challenges to those CEs and allotments, without prejudice and without restrictions  
9 to re-file claims challenging these same CEs in one or more new cases.  
10 Defendant Forest Service preserves the right to challenge venue in any future  
11 cases challenging these CEs.

12 4. With respect to the remaining California CEs, Plaintiffs agree to withdraw their  
13 challenges in this case to six CEs: Butte Creek, Soldier Mountain, Horse Valley,  
14 and Diamond Mountain CEs in Lassen National Forest, and Snow Lake and  
15 Spring Creek and Trossi Canyon/Upper Trossi-Galeppi CEs in Plumas National  
16 Forest. Plaintiffs further agree that they will not re-challenge, or raise new  
17 challenges to, those six CEs in this Court or any other court. Plaintiffs will  
18 continue to pursue challenges to the following 10 CE decisions in this litigation:

19 Klamath National Forest: Little North Fork CE; Shelly Meadows CE; Big Ridge  
20 CE; Big Meadows CE;

21 Modoc National Forest: Mount Dome CE; Beaver Dam, East Grizzlie, Timbered  
22 Mountain, and Surveyors Valley CE;

23 Mendocino National Forest: Pine Mountain, York Cabin, Middle Creek and Elk  
24 Mountain CE;

25 Lassen National Forest: Deer Creek and Lyonsville CE; Champs Flat, Gooch  
26 Valley, Lower Pine Creek, and North Eagle Lake CE;

27 Inyo National Forest: Tunawee, Ash Creek, Alabama Hills, and George  
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Creek CE.

- 5. Within 21 days of Court approval of this agreement, Plaintiffs will file an amended complaint that includes only the 10 California CEs Plaintiffs are continuing to pursue in this litigation.
- 6. The parties agree to let the Court decide whether to retain jurisdiction over some or all of the challenges to these 10 CE decisions, or to transfer some or all of them to the Eastern District of California.
- 7. Plaintiffs reserve their right to seek attorney fees and costs associated with proceedings to date after the remainder of the case is resolved, and Defendant reserves the right to defend against any such fee claim.
- 8. In the event that either party fails to perform the undertakings it has agreed to above, the other party may make an appropriate motion with this Court.
- 9. The undersigned representatives of the parties certify that they are fully authorized by the respective parties whom they represent to enter into the terms and conditions of this stipulation and to legally bind such parties to it.
- 10. This stipulation represents the entirety of the parties' commitments with respect to the agreement it embodies. The terms of this agreement shall become effective upon approval by the Court of this stipulation.

**IT IS SO STIPULATED.**

Dated: July 6, 2010

FOR PLAINTIFFS

By: /s/ Lauren M. Rule  
*Concurrence obtained per General Order 45 X.B*  
 LAUREN M. RULE  
 ADVOCATES FOR THE WEST  
 PO Box 1612  
 Boise, ID 83701

/s/ Warren A. Braunig  
 JEFFREY R. CHANIN (CSB # 103649)  
 WARREN A. BRAUNIG (CSB # 243884)  
*Concurrence obtained per General Order 45 X.B*  
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Dated: July 6, 2010

FOR DEFENDANT

By: /s/ David B. Glazer  
DAVID B. GLAZER  
Natural Resources Section  
Environmental and Natural Resources  
Division  
U.S. Department of Justice  
301 Howard Street, Suite 1050  
San Francisco, CA 94105

ATTORNEY ATTESTATION OF CONCURRENCE

I hereby attest that I have obtained Plaintiffs' concurrence in this filing, indicated by the signature of Plaintiffs' counsel represented by a "conformed" signature ("/s/") within this e-filed document.

Dated: July 6, 2010

/s/David B. Glazer  
DAVID B. GLAZER  
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Environment and Natural Resources  
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**[PROPOSED] ORDER**

PURSUANT TO STIPULATION AND GOOD CAUSE APPEARING, ~~the Court hereby~~ and in absence of opposition filed by intervenors, the Court hereby approves the parties' Stipulated Agreement. The September 8, 2010 date for hearing is vacated.

IT IS SO ORDERED.

Dated: 8/24/10



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CERTIFICATE OF SERVICE

I, David B. Glazer, hereby certify that, on August 4, 2010, I caused the foregoing to be served upon counsel of record through the Court's electronic service system.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 4, 2010

*/s/ David B. Glazer*  
David B. Glazer