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

CENTER FOR BIOLOGICAL
DIVERSITY, et al.,

Plaintiffs,

v.

U.S. BUREAU OF LAND
MANAGEMENT, et al.,

Defendants.

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) Case No. 1:21-cv-00475-DAD-SAB
)
) **STIPULATED SETTLEMENT**
) **AGREEMENT**
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Plaintiffs Center for Biological Diversity, Friends of the Earth, and Sierra Club, and
Federal Defendants, the United States Bureau of Land Management (“BLM”), Debra Haaland
in her official capacity as Secretary of the Interior, and Karen Mouritsen in her official capacity
as BLM California State Director (collectively “the Parties”), hereby enter into this Settlement
Agreement for the purpose of resolving this lawsuit without further judicial proceedings. The
Parties hereby state as follows:

1 WHEREAS, on December 8, 2020, BLM’s Bakersfield Field Office issued a decision
2 record (“2020 DR”) offering for sale seven oil and gas leases encompassing 4,134 acres of
3 public land in Kern County, California, and adopting an accompanying Environmental
4 Assessment (“2020 Lease Sale EA”) and Finding of No Significant Impact;

5 WHEREAS, on December 10, 2020, BLM leased seven parcels of public land;

6 WHEREAS, on March 22, 2021, Plaintiffs filed a complaint for declaratory and
7 injunctive relief against the Federal Defendants challenging the 2020 DR and alleging that the
8 2020 Lease Sale EA did not take a hard look at the direct, indirect, and cumulative impacts of
9 the lease sale on groundwater, air quality, greenhouse gas emissions and the climate, imperiled
10 species, human health, and environmental justice communities; did not consider a reasonable
11 range of alternatives; and did not appropriately tier its analysis to the 2014 Bakersfield
12 Resource Management Plan and Environment Impact Statement (“2014 RMP & EIS”) and
13 2019 Supplemental Environmental Impact Statement (“2019 SEIS”), all in violation of the
14 National Environmental Policy Act (“NEPA”);

15 WHEREAS, on May 21, 2021, the Parties filed a stipulation to stay the case to facilitate
16 settlement negotiations (ECF No. 7), conserve the Parties’ and judicial resources, and resolve
17 this lawsuit without further litigation; and

18 WHEREAS, the Parties, through their authorized representatives, and without any
19 admission or adjudication of the issues of fact or law, have reached a settlement resolving the
20 claims in this case;

21 THEREFORE, the Parties enter this Settlement Agreement (“Agreement”) and stipulate
22 as follows:

- 23 1. The Parties agree to BLM’s voluntary remand without vacatur of the 2020 DR
24 offering seven parcels in the Bakersfield Field Office planning area for sale and
25 approving the 2020 Lease Sale EA for the sale.
- 26 2. During remand, Federal Defendants agree to prepare a supplement to the 2020
27 Lease Sale EA pursuant to NEPA. Federal Defendants reserve the right to
28 combine the supplemental analysis for the 2020 Lease Sale EA with the

1 supplemental analysis completed for the 2019 SEIS pursuant to the stipulated
2 settlement agreement in *Center for Biological Diversity v. U.S. Bureau of Land*
3 *Management*, No. 2:20-CV-00371 DSF (C.D. Cal., filed Jan. 14, 2020).

4 Following issuance of the supplemental NEPA analysis for the 2020 Lease Sale
5 EA, Federal Defendants agree to issue a new decision document. The new
6 decision document will amend or supersede the 2020 DR to the extent
7 determined necessary or appropriate by Federal Defendants.

8 3. Federal Defendants agree that the supplement to the 2020 Lease Sale EA may
9 tier to existing NEPA documents for the Bakersfield Field Office, or any new
10 analysis completed pursuant to the stipulated settlement agreement for *Center*
11 *for Biological Diversity*, No. 2:20-cv-00371-DSF, to the extent BLM deems
12 appropriate.

13 4. Federal Defendants agree to apply the 1978 Council on Environmental
14 Quality regulations implementing NEPA to the supplement to the 2020
15 Lease Sale EA, to the extent consistent with law.

16 5. Pending issuance of the new decision contemplated in Paragraph 2, Federal
17 Defendants agree to defer approval of any applications for permits to drill
18 (“APDs”) on the seven leases challenged in this case.

19 6. In the preparation of the supplement to the 2020 Lease Sale EA, Federal
20 Defendants agree to comply with all relevant requirements of NEPA,
21 including requirements for public notice and comment. As part of the public
22 notice and comment process, Federal Defendants agree to:

- 23 a) hold at least one live meeting for members of the public to provide
24 input on the supplement to the 2020 Lease Sale EA¹;
- 25 b) provide a Spanish translator at any live meeting if specifically
26 requested of the BLM project manager at least 30 days before the

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28 ¹ A “live meeting” may be in person and/or virtual.

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meeting by or on behalf of an individual needing translation services;

- c) provide, for any live meeting, a transcription of the meeting in Spanish within a reasonable time after the meeting concludes if specifically requested of the BLM project manager in a timely manner by or on behalf of an individual needing translation services;
- d) prepare in Spanish certain documents notifying the public of opportunities to engage in BLM’s decisionmaking, including press releases, public PowerPoints, and other written communication materials announcing to the public meeting(s) related to the preparation of the supplement to the 2020 Lease Sale EA, as well as any project description portion of the supplement;
- e) post in the Bakersfield Field Office public room, within a reasonable time, any notices or notice of the availability of documents translated into Spanish pursuant to Paragraph 6;
- f) make copies of any notices or documents translated into Spanish pursuant to Paragraph 6 available to individuals who request translated versions.

7. Federal Defendants further agree to translate the new decision (without attachments) to Spanish within a reasonable amount of time after the notice of availability of the English version is published in the Federal Register. Notwithstanding the commitments made in Paragraphs 6 and 7, the Parties agree that the English versions of translated documents are the governing versions of the documents and any error in translation may not be appealed or otherwise challenged in any venue.

1 8. The Parties agree that Federal Defendants are under no obligation to provide
2 Spanish translation of any document or notice not identified in Paragraphs 6
3 and 7.

4 9. Pending issuance of the new decision for the supplement to the 2020 Lease
5 Sale EA, Federal Defendants agree to file semiannual status reports
6 regarding the status of proceedings on remand beginning one year after the
7 dismissal of the case.

8
9 **Dismissal of Case and Additional Terms**

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

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

18 12. The Parties agree that they will notify the Court within 14 days after BLM's
19 issuance of the new decision document for the supplement to the 2020 Lease
20 Sale EA. This Agreement, and the Court's jurisdiction over this case, shall
21 terminate upon receipt of that notification.

22 13. Any challenge to the adequacy of the supplement and new decision
23 contemplated in Paragraph 2 must take the form of a new civil action under
24 the judicial review provisions of the Administrative Procedure Act ("APA"),
25 and may not be asserted as a claim for violation of this Agreement or in a
26 motion to enforce the terms of this Agreement. The Parties acknowledge
27 that nothing in this Agreement limits Plaintiffs' right to challenge the new
28 NEPA analysis and decision in a separate administrative or judicial action

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