

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is effective as of the date of the last signature, and is entered into by and among (1) ANIMAL LEGAL DEFENSE FUND, a California nonprofit corporation, ANIMAL WELFARE INSTITUTE, a Delaware nonprofit corporation, NATURAL RESOURCES DEFENSE COUNCIL, INC., a New York nonprofit corporation, PROJECT COYOTE, a fiscally sponsored project under Earth Island Instituted, CENTER FOR BIOLOGICAL DIVERSITY, a California nonprofit corporation, and CAROL BECKER (collectively, the “Petitioners”); and (2) the County of Mendocino (“Respondent” or “County”). The Petitioners and Respondent are collectively referred to as the “Parties” and individually as “Party.”

### RECITALS

A. WHEREAS, on or about June 3, 2014, the County Board of Supervisors approved the following two documents: (1) The Cooperative Services Agreement between Mendocino County and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (“Cooperative Agreement”); and (2) The Work and Financial Plan between Mendocino County and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services for July 1, 2014 – June 30, 2015 (“2014-2015 Work Plan”).

B. WHEREAS, together, the Cooperative Agreement and the 2014-2015 Work Plan (“Agreements”) continue and implement the “Integrated Wildlife Damage Management (IWDM)” program (“IWDM Program”) by which the County contracts with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (“Wildlife Services”) to “protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife.”

C. WHEREAS, on November 25, 2014 Petitioners filed a Petition and Complaint for Writ of Mandate, Declaratory Relief and Injunctive Relief in Mendocino County Superior Court (Case No. ECU08453) (“Lawsuit”), alleging that the County’s approval of the Agreements was done in violation of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (“CEQA”).

D. WHEREAS, the Parties engaged in good-faith efforts to settle the Lawsuit and have reached agreement to settle the Lawsuit on the following terms.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises and/or covenants contained in this Settlement Agreement, and for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The Parties incorporate herein each of the foregoing Recitals in full.

2. No Admissions. The Parties understand and agree that nothing in this Agreement, or in the execution of this Agreement, shall constitute or be construed as an admission by any Party of any inadequacy or impropriety in connection with the allegations contained in the Lawsuit. This Agreement is the result of a compromise and nothing contained herein shall be construed as an admission of liability, responsibility, or wrongdoing by any Party hereto. It is agreed that all statements contained herein and the conduct of any Party in connection with this Agreement shall be inadmissible as evidence under California Evidence Code § 1152(a), except that the statements contained herein shall be admissible in any action to enforce or interpret this Agreement.

3. Obligations of County.

a. Informational Session. Following Execution of this Settlement Agreement, the County shall schedule and notice a public informational session to be held before the County Board of Supervisors on May 5, 2015 for the purpose of presenting information to the County and the public concerning the IWDM Program. The County agrees that Petitioners will be provided an opportunity during this informational session to make a presentation to the Board regarding various options or alternatives the County may wish to consider in lieu of, or in conjunction with, the IWDM Program. In the event the May 5, 2015 Board of Supervisors meeting is cancelled, the County shall schedule and notice the information session for the next regular Board of Supervisors meeting.

b. CEQA Review for Future Agreements with Wildlife Services. The Parties acknowledge that, following the County's consideration of the information provided by Petitioners during the informational session described in Section 3(a) of this Settlement Agreement, the County will consider whether to renew, modify or eliminate the IWDM Program, including but not limited to whether to renew or reapprove the Agreements, or enter into revised agreements, with the Wildlife Services for the purpose of implementing the IWDM Program, or whether to pursue alternative means and methods for implementing the IWDM Program that do not involve Wildlife Services. In the event the County elects to renew or modify the IWDM Program, the County agrees it shall comply with CEQA prior to taking any such action.

c. Monthly Status Updates. In the event the County elects to renew or modify the IWDM Program and commences CEQA review as described in Section 3(b) of this Settlement Agreement, the County agrees to provide Petitioners with monthly updates regarding the status of its CEQA review. The Parties understand and agree that these monthly updates are not intended to disclose substantive information regarding the County's CEQA analysis, but

rather are intended for the sole purpose of providing information to Petitioners regarding the schedule for and the status of the County's CEQA review.

d. Attorneys' Fees. County shall pay Petitioners the amount of \$5,000.00 for Petitioners' attorneys' fees and costs incurred in connection with the Lawsuit and settlement of the Lawsuit. Payment shall be made within thirty (30) days after Petitioners file a dismissal in accordance with Section 4(b) of this Settlement Agreement. Except as set forth in this paragraph, each Party shall bear its own attorneys' fees and costs.

4. Obligations of Petitioners.

a. Informational Session. During the informational session to be conducted as set forth in Section 3(a) of this Settlement Agreement, Petitioners shall make a presentation to the County Board of Supervisors regarding various options or alternatives Petitioners believe the County should consider in lieu of, or in conjunction with, the IWDM Program.

b. Dismissal. Within five (5) days of the execution of this Settlement Agreement, Petitioners shall file a dismissal of, or enter into a stipulation dismissing, or otherwise file a motion for dismissal of the entire Lawsuit without prejudice. A copy of the dismissal shall be served on all parties to the Lawsuit via fax or pdf/email and by U.S. Mail.

5. Cooperation. The Parties shall cooperate to ensure that the steps necessary to implement this Settlement Agreement are carried out.

6. Representations and Warranties.

a. The Parties each represent and warrant that they are natural persons or duly incorporated or otherwise existing under statutory enabling authority, and they have the full power and authority to enter into and consummate the matters set forth in this Agreement, and

that this Agreement constitutes a legal, valid, and binding obligation of the Parties which is enforceable in accordance with its terms and admissible in court.

b. The Parties each represent and warrant that no representations or promises of any kind other than as contained in this Agreement have been made by any party to induce them to enter into this Agreement. The Parties agree that this Agreement constitutes the sole and only agreement between the Parties with respect to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the others hereunder. The terms of this Agreement are contractual and not mere recitals. This Agreement is executed without reliance upon any recital(s) or representation(s) by any person concerning the nature or extent of legal liability therefor, and the Parties have carefully read and understand the contents of this Agreement and sign the same as their own free act.

7. Interpretation. For purposes of interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and their counsel, and no ambiguity shall be resolved against any Party by virtue of its participation in drafting this Agreement.

8. Waiver. Each Party expressly releases, waives, and relinquishes and forever discharges the other Parties from all claims, actions, liabilities, and causes of action, of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, or hereafter discovered or ascertained, in law or equity, by reason of any matter, cause or thing whatsoever, it has, or may have, with respect to the claims set forth in the petition and complaint for writ of mandate filed in the Lawsuit, and those claims Petitioners could have included in the petition. Each Party acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

**A GENERAL RELEASE DOES NOT EXTEND TO  
CLAIMS WHICH THE CREDITOR DOES NOT KNOW**

**OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN TO HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

Each Party understands, acknowledges and agrees that this Agreement constitutes a complete and sufficient defense barring any such claim, and the Parties can rely upon this Agreement as a complete defense. For the avoidance of doubt, the Parties agree that the above release does not extend to any claims related to any decision by the County to reaffirm or reapprove the Agreements following the review process described above.

9. Captions. The captions, titles and headings of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement and shall have no effect on its interpretation.

10. Governing Law. This Agreement shall be governed by the laws of the State of California, except to the extent that the laws of the United States are applicable.

11. Severability. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators.

13. Notice. All notices required under this Agreement shall be in writing, and may be given either personally or by registered or certified mail (return receipt requested) or facsimile.

Any Party may at any time, by giving ten (10) days' written notice to the other Party, designate any other person or address in substitution of the address to which such notice shall be given.

Such notice shall be given to the Parties at their addresses set forth below:

**For Petitioners:**

Katherine Henderson  
Wilson Sonsini Goodrich & Rosati  
One Market Plaza  
Spear Street Tower, Suite 3300  
San Francisco, CA 94105-1125

Christopher Mays  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050

**For Mendocino County:**

Douglas Losak, Interim County Counsel  
Mendocino County Counsel's Office  
501 Low Gap Road #1030  
Ukiah, CA 95482

14. Counterparts and Signatures. This Agreement may be executed in separate counterparts, by either an original signature or signature transmitted by facsimile transmission or signature transmitted by email attachment or other similar process. Each copy so executed shall be deemed to be an original and all copies so executed shall constitute one and the same agreement.

15. Entire Agreement. This Agreement consists of a total of ten (10) pages, including signature pages, and represents the complete and entire agreement between the Parties. This Agreement supersedes all prior agreements, negotiations and discussions among the Parties and/or their respective counsel with respect to the subject matters covered hereby. Any

amendment to this Agreement must be in writing and signed by the Parties' duly authorized representatives, and must state the intent of all Parties to amend this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date(s) set forth below.

Dated: \_\_\_\_\_, 2015

ANIMAL LEGAL DEFENSE FUND

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

ANIMAL WELFARE INSTITUTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

NATURAL RESOURCES DEFENSE COUNCIL, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

PROJECT COYOTE

By: \_\_\_\_\_

Its: \_\_\_\_\_



Dated: \_\_\_\_\_, 2015

CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

CAROL BECKER

\_\_\_\_\_

Dated: \_\_\_\_\_, 2015

MENDOCINO COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

THOMAS LAW GROUP

By: \_\_\_\_\_

Todd W. Smith, Attorneys for Respondent and Defendants  
MENDOCINO COUNTY

amendment to this Agreement must be in writing and signed by the Parties' duly authorized representatives, and must state the intent of all Parties to amend this Agreement.

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Dated: April 2, 2015

ANIMAL LEGAL DEFENSE FUND

By: Justine

Its: Staff attorney

Dated: \_\_\_\_\_, 2015

ANIMAL WELFARE INSTITUTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

NATURAL RESOURCES DEFENSE COUNCIL, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

PROJECT COYOTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

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Dated: \_\_\_\_\_, 2015                      ANIMAL LEGAL DEFENSE FUND

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: April 2, 2015                      ANIMAL WELFARE INSTITUTE

By: Cathy Leiss

Its: President

Dated: \_\_\_\_\_, 2015                      NATURAL RESOURCES DEFENSE COUNCIL, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015                      PROJECT COYOTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

amendment to this Agreement must be in writing and signed by the Parties' duly authorized representatives, and must state the intent of all Parties to amend this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date(s) set forth below.

Dated: \_\_\_\_\_, 2015      ANIMAL LEGAL DEFENSE FUND

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015      ANIMAL WELFARE INSTITUTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015      NATURAL RESOURCES DEFENSE COUNCIL, INC.

By: Andrew Welter (by Elly Pepper)

Its: Director, Land & Wildlife Program

Dated: \_\_\_\_\_, 2015      PROJECT COYOTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CONFIDENTIAL  
SETTLEMENT AGREEMENT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: April 6, 2015

PROJECT COYOTE

By: *Armitt H. Jr*

Its: *Executive Director*

Dated: \_\_\_\_\_, 2015

CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

CAROL BECKER

\_\_\_\_\_

Dated: \_\_\_\_\_, 2015

MENDOCINO COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

THOMAS LAW GROUP

Dated: 4/1, 2015

CENTER FOR BIOLOGICAL DIVERSITY

By:  Amy R. Atwood

Its: Endangered Species Legal Director

Dated: \_\_\_\_\_, 2015

CAROL BECKER

\_\_\_\_\_

Dated: \_\_\_\_\_, 2015

MENDOCINO COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

THOMAS LAW GROUP

By: \_\_\_\_\_

Todd W. Smith, Attorneys for Respondent and Defendants  
MENDOCINO COUNTY

Dated: \_\_\_\_\_, 2015

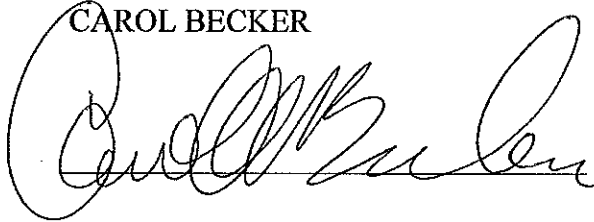
CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: April 7, 2015

CAROL BECKER

A handwritten signature in cursive script, appearing to read "Carol Becker", written over a horizontal line.

Dated: \_\_\_\_\_, 2015

MENDOCINO COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

THOMAS LAW GROUP

By: \_\_\_\_\_

Todd W. Smith, Attorneys for Respondent and Defendants  
MENDOCINO COUNTY

Dated: \_\_\_\_\_, 2015

CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

CAROL BECKER

\_\_\_\_\_

Dated: \_\_\_\_\_, 2015

MENDOCINO COUNTY

By: Chuck Morse

Chuck Morse, Agricultural Commissioner  
MENDOCINO COUNTY

Dated: \_\_\_\_\_, 2015

THOMAS LAW GROUP

By: \_\_\_\_\_

Todd W. Smith, Attorneys for Respondent and Defendants  
MENDOCINO COUNTY



Dated: \_\_\_\_\_, 2015

CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

CAROL BECKER

\_\_\_\_\_

Dated: \_\_\_\_\_, 2015

MENDOCINO COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: 4/10, 2015

THOMAS LAW GROUP (As to Form)

By: Todd W. Smith

Todd W. Smith, Attorneys for Respondent and Defendants  
MENDOCINO COUNTY