

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CENTER FOR BIOLOGICAL DIVERSITY,
et al.,

Plaintiffs,

v.

NATIONAL MARINE FISHERIES
SERVICE, *et al.*;

Federal Defendants,

and

PACIFIC COAST FEDERATION OF
FISHERMEN’S ASSOCIATIONS, *et al.*,

Defendant-Intervenors.

CASE NO. C19-487 MJP

**STIPULATED SETTLEMENT
AGREEMENT AND ORDER TO
RESOLVE PLAINTIFFS’ CLAIM FOR
ATTORNEYS’ FEES AND COSTS**

By and through their respective counsel, Plaintiffs Center for Biological Diversity and Wild Fish Conservancy (“Plaintiffs”) and Federal Defendants National Marine Fisheries Service, *et al.* (“Federal Defendants”) hereby agree to resolve the issue of attorneys’ fees and costs set forth in the following Stipulated Settlement Agreement (the “Agreement”).

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs and Federal
2 Defendants, through their respective counsel:

3 1. Federal Defendants agree to pay and Plaintiffs agree to accept a total lump sum
4 payment of seventy-six thousand, seven hundred and forty dollars (\$76,740.00) in full
5 satisfaction of any and all claims for attorneys' fees and costs incurred in this litigation pursuant
6 to the Endangered Species Act, 16 U.S.C. § 1540(g), and/or any other statute and/or common
7 law theory, through and including the effective date of this Agreement.

8 2. Federal Defendants shall make the payment set forth in Paragraph 1 by electronic
9 funds transfer to the Center for Biological Diversity. Counsel for Plaintiffs will provide Federal
10 Defendants' counsel the appropriate account number and other information needed to facilitate
11 payment. Federal Defendants shall submit the necessary paperwork for the payment within
12 twenty-eight (28) days after the Court's approval of this Agreement or the receipt of the
13 information necessary to effectuate payment, whichever is later.

14 3. In acknowledgment of and in exchange for the promises and other consideration
15 contained in this Agreement and the payment of \$76,740.00 by Federal Defendants to Plaintiffs,
16 Plaintiffs hereby release Federal Defendants and all past, present, and future officers, agents,
17 representatives, and employees of the United States Department of Commerce from any and all
18 claims and causes of action whatsoever that Plaintiffs ever had, now have, or hereafter may have
19 for attorneys' fees and costs related to the Lawsuit or to this Agreement.

20 4. This Agreement does not constitute, and shall not be construed, as an admission
21 or concession on the part of any party with respect to any fact, claim, or defense in this Lawsuit.
22 Federal Defendants do not waive any defenses they may have concerning the fee claims settled
23 under this Agreement. Further, this Agreement has no precedential value and shall not be used as
24 evidence in any other attorneys' fees litigation.

25 5. No provision of this Agreement shall be interpreted as, or constitute, a
26 commitment or requirement that Federal Defendants are obligated to spend funds exceeding

1 those available or take any action in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or
2 any other law or regulation.

3 6. The Agreement contains all of the agreement between Plaintiffs and Federal
4 Defendants, and is intended to be the final and sole agreement between them. Plaintiffs and
5 Federal Defendants agree that any prior or contemporaneous representations or understanding
6 not explicitly contained in this written Agreement, whether written or oral, are of no further legal
7 or equitable force or effect.

8 7. Federal Defendants and Federal Defendants' counsel consent to Plaintiffs'
9 counsel filing this Agreement bearing Federal Defendants' counsel's electronic signature.

10 8. The undersigned representatives of each party certify that they are fully
11 authorized by the parties they represent to enter into this Agreement.

12
13 IT IS HEREBY AGREED.

14 Dated: October 5, 2021

15
16 TODD KIM
17 Assistant Attorney General
18 U.S. Department of Justice
19 Environment & Natural Resources Division
20 SETH M. BARSKY, Chief
21 MEREDITH FLAX, Assistant Chief

22 s/ Coby Howell
23 COBY HOWELL, Senior Trial Attorney
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Attorneys for Defendants

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s/ Julie Teel Simmonds
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s/ Sarah Uhlemann
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Attorneys for Plaintiffs

IT IS SO ORDERED,

Date: October 6, 2021



Marsha J. Pechman
United States Senior District Judge

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CERTIFICATE OF SERVICE

I certify that the foregoing will be electronically filed with the Court’s electronic filing system, which will generate automatic service upon on all Parties enrolled to receive such notice.

s/ Julie Teel Simmonds
JULIE TEEL SIMMONDS