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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON EUGENE DIVISION

CASCADIA WILDLANDS, and OREGON WILD,)	Case No. 6:21-CV-01225-AA
Plaintiffs,)	
)	SETTLEMENT AGREEMENT
V.)	
)	
UNITED STATES FOREST SERVICE,)	
Defendant.)	

This Settlement Agreement is entered into by and between Plaintiffs Cascadia Wildlands and Oregon Wild and Defendant U.S. Forest Service (collectively, "the Parties"), who state as follows: WHEREAS, the Forest Service authorized the Green Mountain Project in the McKenzie River Ranger District on the Willamette National Forest through its July 6, 2017 Record of Decision ("ROD"), which included authorization of commercial timber harvest treatments in certain harvest units;

WHEREAS, the Forest Service authorized the Lang Dam Project in the McKenzie River Ranger District on the Willamette National Forest through its August 23, 2017 Decision and Finding of No Significant Impact ("FONSI"), which included authorization of commercial timber harvest treatments in certain harvest units;

WHEREAS, the Forest Service authorized the Hwy 46 Project in the Detroit Ranger District on the Willamette National Forest through its July 10, 2018 and May 23, 2019 RODs, which each included authorization of commercial timber harvest treatments in certain harvest units;

WHEREAS, the 2020 Holiday Farm Fire affected portions of the Green Mountain Project Area and the Lang Dam Project Area, including some areas sold and awarded for harvest through commercial timber sales under the Lang Dam Decision and FONSI;

WHEREAS, the 2020 Lionshead Fire affected portions of the Hwy 46 Project Area, including some areas proposed for harvest and sold and awarded for harvest through commercial timber sales under the Hwy 46 RODs;

WHEREAS, Plaintiffs filed their "Complaint for Declaratory and Injunctive Relief," ECF No. 1, on August 18, 2021, and their "First Amended Complaint for Declaratory and Injunctive Relief," ECF No. 9, on September 13, 2021;

WHEREAS, Plaintiffs' Amended Complaint alleges: that the Forest Service violated the National Environmental Policy Act ("NEPA") 42 U.S.C. §§ 4321 *et seq.* by failing to supplement the Green Mountain and Hwy 46 Final Environmental Impact Statements ("FEIS") and Lang Dam Environmental Assessment ("EA") following 2020 wildfires; that the Forest Service violated the Endangered Species Act ("ESA"), 16 U.S.C. §§ 1531 *et seq.* by failing to reinitiate consultation for several listed species following the fires; and that the Forest Service violated the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552(a)(6)(A);

WHEREAS, Defendant filed its response to Plaintiffs' Amended Complaint on November 22, 2021, ECF No. 26, denying Plaintiffs' allegations;

WHEREAS, on December 3, 2021, the Court granted Plaintiffs' Motion for Preliminary

Injunction, ECF No. 28;

WHEREAS, the Parties, through their authorized representatives, have reached a settlement that they believe is in the public interest and consider to be a just, fair, adequate, and equitable resolution of the claims set forth in Plaintiffs' Amended Complaint;

THEREFORE, Plaintiffs and Defendant agree to the following:

- Attachment 1 to this Settlement Agreement lists the status of all Hwy 46 sale units that were originally approved for commercial harvest in the Hwy 46 RODs. Attachment 1 shows which units will not move forward with commercial harvest as a result of post-fire Forest Service review; which units will not move forward with commercial harvest as a result of this Settlement Agreement; and which units may move forward with commercial harvest following this Settlement Agreement. The Parties' unit-specific stipulations set forth below are reflected in Attachment 1.
- 2. The Forest Service, and its agents and assigns, agree to not implement any commercial harvest in the Roaring SBA Timber Sale. The Cultus Timber Sale may continue. All other activities approved and authorized in the first Hwy 46 ROD, *i.e.*, authorized activities other than commercial timber harvest, may continue.
- 3. The Forest Service agrees to the following implementation changes to the units listed below that were approved in the second Hwy 46 ROD. All other activities approved and authorized in the second Hwy 46 ROD, *i.e.* authorized activities other than commercial timber harvest, may continue:
 - a. The Forest Service will not implement any commercial harvest in any of the following units approved in the second Hwy 46 ROD that burned and for which the prescription was modified as a result of the 2020 fires: Collawash Sale units 42, 44a, 44b, 45b, 46, 58a, 60, 60a, 61, and 63; Mansfield Sale units 32, 41, 80a,

150, and 150a; Short Sale unit 28a. The Forest Service may authorize the removal and sale of already-felled timber in Mansfield unit 150.

- b. The Forest Service will not implement any commercial harvest in Fox Sale units 12, 12a, 95, 95a, 95b, 96, and 96a.
- c. The Forest Service may implement commercial harvest in Fox Sale unit 84, but will retain 60% canopy cover within that unit.
- 4. The Forest Service agrees to take Plaintiffs on a guided field trip to at least two Hwy 46 north side units in the each of the Mansfield, Short and Collawash sales at least once within 90 days of the execution of this Settlement Agreement, conditions permitting. Plaintiffs may request other guided field trips to other units in the Lang Dam and Hwy 46 project areas. Pursuant to Forest Service regulations, a site visit agenda must be developed and vetted by the Forest Service for safety in advance. Participants must each fill out and sign an Application for Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order (FS-7700-40) area closure permit and be issued a Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order (FS-7700-40) area supproved Forest Service escort for safety and consistency with OSHA requirements.
- 5. The Forest Service agrees to provide Plaintiffs with monthly updates on the status of the logging activities on Hwy 46 and Lang Dam for the entirety of calendar year 2022, starting from the Effective Date of this Settlement Agreement. Each monthly update will be sent via email to Doug Heiken (dh@oregonwild.org), Nick Cady (nick@cascwild.org), and will copy counsel for Plaintiffs (meriel@crag.org) and Defendant (emma.hamilton@usdoj.gov), and will report the number of acres and types of harvest activities implemented under both projects in the previous 30 days.
- 6. The Forest Service agrees to make all supplemental information reports completed in response to the 2020 fires publicly available on each project's respective website and will provide Plaintiffs a list of such reports. Should Plaintiffs seek additional records, they may submit a new FOIA request and the Forest Service will respond accordingly.

- The Forest Service may continue with all planned activities authorized by the Green Mountain Record of Decision.
- The Forest Service may continue with all remaining activities authorized by the Lang Dam Decision Notice and Finding of No Significant Impact.
- 9. Nothing in this Settlement Agreement prohibits the Forest Service from undertaking new projects or agency actions within the original project areas.
- 10. Modification of Agreement. This Settlement Agreement may be modified by the Court upon good cause shown (i) by written stipulation between the Parties filed with and approved by the Court, or (ii) upon written motion filed by one of the Parties pursuant to Paragraph 18 and granted by the Court. In the event that either Party seeks to modify the terms of this Settlement Agreement, or in the event of a disagreement between the Parties concerning any aspect of this Settlement Agreement, or in the event that either Party believes that the other Party has failed to comply with any term or condition of this Settlement Agreement, the Party seeking the modification, raising the dispute, or seeking enforcement shall provide the other Party with written notice of the claim. The Parties agree that they will meet and confer (telephonically or in-person) at the earliest possible time in a good-faith effort to resolve the claim before seeking relief from the Court. If the Parties are unable to resolve the claim themselves after 21 calendar days following receipt of a written notice or such longer time agreed to by the Parties, either Party may seek relief from the Court. In the event that Plaintiffs believe that Defendant has failed to comply with a term of this Settlement Agreement, and after completing the notice and informal resolution process described above, Plaintiffs may move to enforce the terms of this Settlement Agreement. This Settlement Agreement shall not be enforceable through a proceeding for contempt of Court.
- 11. <u>Attorneys' Fees and Costs.</u> The Parties have agreed to compromise and resolve all claims for attorney fees, costs, and expenses arising from the claims alleged in this action. Defendant agrees to pay Plaintiffs the agreed sum of \$115,000.00 (hereafter "Agreed Sum") in exchange for dismissing the action. Plaintiffs agree that payment of

the Agreed Sum by Defendant will constitute full and final settlement of all claims, attorney fees, expenses, disbursements, and costs arising from this action including, but not limited to, the Equal Access to Justice Act ("EAJA"), 28 U.S.C. § 2412; and the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, and any other applicable statute or common law theory. The payment will occur in accordance with the following terms:

- a. Defendant's payment, as identified in Paragraph 11 above, shall be accomplished by Defendant making electronic funds transfers as specified in instructions provided by Plaintiffs to Defendant.
- b. Defendant agrees to make all reasonable efforts to submit all necessary paperwork to the appropriate offices within thirty (30) days of the filing of this Settlement Agreement with the court and receipt of Plaintiffs' payment information. Counsel for Defendant agrees to assist counsel for Plaintiffs in following up with the appropriate office(s) if payment is not received within thirty (30) calendar days after the paperwork for processing of the payment has been submitted.
- 12. <u>Dismissal of Action</u>. Concurrently with this Settlement Agreement, the Parties shall file a joint motion seeking dismissal of all counts of Plaintiffs' First Amended Complaint with prejudice. That motion will request that the Court retain jurisdiction to resolve any disputes over compliance with the terms of this Settlement Agreement and to resolve any motions to modify such terms, until Defendant satisfies its obligations under the Settlement Agreement. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994).
- 13. <u>Representative Authority</u>. The undersigned representatives of Plaintiffs and Defendant certify that they are fully authorized by the party or parties whom they represent to enter

into the terms and conditions of this Settlement Agreement and to legally bind those parties to it.

- 14. <u>Compliance with Other Laws</u>. Nothing in this Settlement Agreement shall be interpreted as, or shall constitute, a commitment or requirement that Defendant obligate or pay funds, or take any other actions in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law. Nothing in this Settlement Agreement shall be construed to deprive a federal official of authority to revise, amend or promulgate regulations, or to amend or revise land and resource management plans. Nothing in this Settlement Agreement is intended to or shall be construed to amend or require amendment of the Forest Plan for the Willamette National Forest; to waive any obligation to exhaust administrative remedies; to constitute an independent waiver of the United States' sovereign immunity; to change the standard of judicial review of federal agency actions under the Administrative Procedure Act ("APA"); or to otherwise extend or grant this Court jurisdiction to hear any matter, except as expressly provided in the Settlement Agreement.
- 15. <u>Mutual Drafting</u>. It is hereby expressly understood and agreed that this Settlement Agreement was jointly drafted by Plaintiffs and Defendant. Accordingly, the Parties hereby agree that any and all rules of construction, to the effect that ambiguity is construed against the drafting party, shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of the Settlement Agreement.
- 16. Sole and Final Agreement. This Settlement Agreement contains all of the agreements between Plaintiffs and Defendant, and is intended to be and is the final and sole agreement between the Parties concerning the complete and final resolution of Plaintiffs'

claims. Plaintiffs and Defendant agree that any other prior or contemporaneous representations or understandings not explicitly contained in this Settlement Agreement, whether written or oral, are of no further legal or equitable force or effect. Any subsequent modifications to this Settlement Agreement by the Parties must be in writing, and must be signed and executed by all Plaintiffs and Defendant.

- 17. <u>No Precedential Value</u>. This Settlement Agreement is the result of compromise and settlement, and does not constitute an admission, implied or otherwise, by Plaintiffs or Defendant to any fact, claim, or defense on any issue in this litigation. This Settlement Agreement has no precedential value and shall not be cited in any other litigation.
- 18. Force Majeure. The Parties understand that notwithstanding their efforts to comply with the commitments contained herein, events beyond their control may prevent or delay such compliance. Such events may include natural disasters as well as unavoidable legal barriers or restraints, including those arising from actions of persons or entities that are not party to this Settlement Agreement. A Party is entitled to delay or forego actions under this Settlement Agreement due to events beyond their control, but force majeure shall not continue beyond the circumstances and conditions that prevent timely performance, and shall not apply if alternative means of compliance are available. The Party claiming force majeure shall have the burden of proof in proceedings to enforce or modify the Settlement Agreement.
- 19. <u>Effective Date</u>. This Settlement Agreement contains all of the agreements between the Parties, and is the final and sole agreement between the Parties regarding this dispute. None of the provisions or obligations of this Settlement Agreement shall become effective and binding until the Court grants the Parties' motion to dismiss.

DATED: June 28, 2022.

TODD KIM Assistant Attorney General U.S. Department of Justice Environment & Natural Resources Division

/s/ Emma L. Hamilton

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Counsel for Plaintiffs

ATTACHMENT 1

Definitions:

Settlement – Units where commercial timber harvest was included in a planned or sold timber sale that will NOT be commercially harvested under the authorization of the Hwy 46 Record of Decisions because of the settlement agreement made between Plaintiffs and Federal Defendant. Some units addressed in the settlement will move forward but with modifications. Those specific units are called out in the Notes column of Attachment 1.

Not Moving Forward – Units planned for commercial timber harvest that will NOT be commercially harvested under the authorization of the Hwy 46 Record of Decisions. The reasons these units will no longer be commercially harvested include determinations that came out of the Forest's supplemental information review or because of a safety or economic issue that led to a determination that these units will be removed from sold or planned timber sales.

Moving Forward – Units where commercial timber harvest MAY move forward consistent with the prescriptions and analysis identified through the EIS, SIR, and sale packages as part of this settlement agreement.

	Original	Post Settlement	
	Units	Remaining Units	Notes
Collawash	42	Settlement	
Collawash	42a	Moving Forward	
Collawash	44	Not Moving Forward	
Collawash	44a	Settlement	
Collawash	44b	Settlement	
Collawash	45b	Settlement	
Collawash	46	Not Moving Forward	
Collawash	47	Moving Forward	Unit size was reduced due to the SIR
Collawash	47a	Not Moving Forward	
Collawash	47b	Moving Forward	
Collawash	47c	Not Moving Forward	
Collawash	47d	Moving Forward	
Collawash	47e	Moving Forward	
Collawash	48	Moving Forward	
Collawash	49	Moving Forward	
Collawash	50	Not Moving Forward	
Collawash	51	Moving Forward	Unit size was reduced due to the SIR
Collawash	51a	Not Moving Forward	
Collawash	52	Not Moving Forward	
Collawash	53	Moving Forward	
Collawash	55	Moving Forward	
Collawash	55a	Moving Forward	
Collawash	56	Moving Forward	
Collawash	57	Moving Forward	
Collawash	58	Not Moving Forward	
Collawash	58a	Settlement	
Collawash	59	Moving Forward	
Collawash	60	Settlement	
Collawash	60a	Settlement	
Collawash	61	Settlement	
Collawash	61a	Not Moving Forward	

Collawash	61b	Moving Forward	Unit size was reduced due to the SIR
Collawash	62	Not Moving Forward	
Collawash	62a	Not Moving Forward	
Collawash	63	Settlement	
Collawash	64	Moving Forward	Unit size was reduced due to the SIR
Collawash	64a	Not Moving Forward	
Collawash	64c	Moving Forward	
Collawash	64d	Moving Forward	Unit size was reduced due to the SIR
Collawash	64e	Moving Forward	Unit size was reduced due to the SIR
Cultus	70	Moving Forward	Unit size was reduced due to the SIR
Cultus	71	Not Moving Forward	
Cultus	72	Moving Forward	Rx modified to include dead trees
Cultus	73	Not Moving Forward	
Cultus	73a	Not Moving Forward	
Cultus	74	Moving Forward	
Cultus	75a	Not Moving Forward	
Cultus	75	Not Moving Forward	
Cultus	76	Moving Forward	Unit size was reduced due to the SIR
Cultus	77	Not Moving Forward	
Cultus	77a	Not Moving Forward	
Cultus	78	Moving Forward	Rx modified to include dead trees
Cultus	78a	Moving Forward	Rx modified to include dead trees
			Unit size was reduced due to the SIR
Cultus	100	Moving Forward	RX modified to include dead trees
Cultus	101	Not Moving Forward	
Cultus	102	Not Moving Forward	
			Unit size was reduced due to the SIR
Cultus	103	Moving Forward	RX modified to include dead trees
			Unit size was reduced due to the SIR
Cultus	104	Moving Forward	RX modified to include dead trees
Cultus	105	Moving Forward	Rx modified to include dead trees
			Unit size was reduced due to the SIR
Cultus	110	Moving Forward	RX modified to include dead trees
Cultus	111	Not Moving Forward	
Cultus	112	Not Moving Forward	
Cultus	120	Moving Forward	Unit size was reduced due to the SIR
Cultus	121	Not Moving Forward	
			Unit size was reduced due to the SIR
Cultus	130	Moving Forward	RX modified to include dead trees
Cultus	131	Moving Forward	Unit size was reduced due to the SIR
Cultus	132	Moving Forward	Unit size was reduced due to the SIR
Cultus	140	Not Moving Forward	
			Unit size was reduced due to the SIR
Cultus	141	Moving Forward	RX modified to include dead trees
Cultus	180	Not Moving Forward	
Cultus	181	Not Moving Forward	
Cultus	182	Not Moving Forward	
Cultus	190	Not Moving Forward	
Cultus	191	Moving Forward	Unit size was reduced due to the SIR

Cultus	192	Not Moving Forward	
Cultus	193	Not Moving Forward	
			Unit size was reduced due to the SIR
Cultus	200	Moving Forward	RX modified to include dead trees
Cultus	201	Not Moving Forward	
			Unit size was reduced due to the SIR
Cultus	202	Moving Forward	RX modified to include dead trees
Cultus	203	Moving Forward	Rx modified to include dead trees
Cultus	220	Modified to 221-225	New unit numbers within the foot print of former Unit 220
Cultus	221	Moving Forward	Unit size was reduced due to the SIR
Cultus	222	Moving Forward	Unit size was reduced due to the SIR
Cultus	223	Moving Forward	Rx modified to include dead trees
Cultus	224	Moving Forward	Rx modified to include dead trees
Cultus	225	Moving Forward	Rx modified to include dead trees
Cultus	240	Moving Forward	Rx modified to include dead trees
Cultus	250	Moving Forward	
Cultus	251	Moving Forward	Rx modified to include dead trees
Cultus	260	Moving Forward	Rx modified to include dead trees
Cultus	261	Not Moving Forward	
Cultus	262	Not Moving Forward	
Cultus	280	Not Moving Forward	
Cultus	290	Not Moving Forward	
Cultus	291	Not Moving Forward	
Cultus	292	Not Moving Forward	
Cultus	293	Not Moving Forward	
Cultus	294	Not Moving Forward	
Cultus	301	Not Moving Forward	
Cultus	302	Not Moving Forward	
Cultus	320	Not Moving Forward	
Cultus	321	Not Moving Forward	
Cultus	322	Not Moving Forward	
			Unit size was reduced due to the SIR
Cultus	340	Moving Forward	RX modified to include dead trees
Cultus	350	Not Moving Forward	
Cultus	360	Not Moving Forward	
Cultus	361	Not Moving Forward	
Cultus	362	Not Moving Forward	
Cultus	370	Not Moving Forward	
Cultus	371	Not Moving Forward	
Cultus	372	Not Moving Forward	
Cultus	373	Not Moving Forward	
Cultus	374	Not Moving Forward	
Cultus	380	Not Moving Forward	
Cultus	381	Not Moving Forward	
Cultus	390	Not Moving Forward	
Cultus	391	Not Moving Forward	
Cultus	400	Not Moving Forward	
Cultus	401	Not Moving Forward	
Cultus	402	Not Moving Forward	

Cultus	403	Not Moving Forward	
Fox	1	Moving Forward	
Fox	2	Moving Forward	
Fox	2a	Moving Forward	
Fox	5	Moving Forward	
Fox	5a	Moving Forward	
Fox	6	Moving Forward	
Fox	6a	Moving Forward	
Fox	6b	Moving Forward	
Fox	7	Moving Forward	
Fox	7a	Moving Forward	
Fox	11	Moving Forward	
Fox	12	Settlement	
Fox	12a	Moving Forward	
Fox	84	Moving Forward	Prescription will be modified to retain 60% Canopy Cover
Fox	84a	Moving Forward	Prescription will be modified to retain 60% Canopy Cover
Fox	84b	Moving Forward	Prescription will be modified to retain 60% Canopy Cover
Fox	84c	Moving Forward	Prescription will be modified to retain 60% Canopy Cover
Fox	84d	Moving Forward	Prescription will be modified to retain 60% Canopy Cover
Fox	93	Moving Forward	
Fox	93a	Moving Forward	
Fox	94	Moving Forward	
Fox	94a	Moving Forward	
Fox	95	Settlement	
Fox	95a	Moving Forward	
Fox	95b	Moving Forward	
Fox	96	Settlement	
Fox	96a	Moving Forward	
Mansfield	31	Moving Forward	Unit size was reduced due to the SIR
Mansfield	32	Not Moving Forward	
Mansfield	32c	Not Moving Forward	
Mansfield	32d	Not Moving Forward	
Mansfield	33	Moving Forward	Unit size was reduced due to the SIR
Mansfield	33a	Moving Forward	
Mansfield	33b	Moving Forward	
Mansfield	33c	Moving Forward	
Mansfield	33d	Moving Forward	
Mansfield	34	Not Moving Forward	
Mansfield	34a	Not Moving Forward	
Mansfield	35	Moving Forward	
Mansfield	35b	Moving Forward	
Mansfield	35a	Moving Forward	
Mansfield	38	Moving Forward	
Mansfield	39	Moving Forward	
Mansfield	39a	Moving Forward	
Mansfield	40	Moving Forward	Unit size was reduced due to the SIR
Mansfield	40a	Moving Forward	
Mansfield	41	Settlement	
Mansfield	80	Moving Forward	

Mansfield	80a	Settlement	
Mansfield	81	Moving Forward	
Mansfield	97	Not Moving Forward	
			No additional trees will be felled but previously felled trees
Mansfield	150	Settlement	along the road can be removed to reduce the fuel loads
Mansfield	150a	Settlement	
Roaring 2	410	Not Moving Forward	
Roaring 2	411	Settlement	
Roaring 2	420	Not Moving Forward	
Roaring 2	430	Not Moving Forward	
Roaring 2	431	Not Moving Forward	
Roaring 2	450	Not Moving Forward	
Roaring 2	451	Not Moving Forward	
Roaring 2	460	Settlement	
Roaring 2	470	Settlement	
Roaring 2	480	Not Moving Forward	
Roaring 2	490	Settlement	
Roaring 2	491	Settlement	
Roaring 2	492	Settlement	
Roaring 2	493	Settlement	
Roaring 2	510	Settlement	
Roaring 2	511	Not Moving Forward	
Roaring 2	520	Not Moving Forward	
Roaring 2	521	Not Moving Forward	
Roaring 2	522	Not Moving Forward	
Roaring 2	530	Not Moving Forward	
Roaring 2	540	Not Moving Forward	
Short	14	Moving Forward	
Short	16	Moving Forward	
Short	16a	Moving Forward	
Short	16b	Moving Forward	
Short	16c	Moving Forward	
Short	16d	Moving Forward	
Short	16e	Moving Forward	
Short	18	Moving Forward	
Short	18a	Moving Forward	
Short	18b	Moving Forward	
Short	18c	Moving Forward	
Short	19	Moving Forward	
Short	19a	Moving Forward	
Short	19b	Moving Forward	
Short	20	Moving Forward	
Short	20a	Moving Forward	
Short	21	Moving Forward	
Short	21a	Moving Forward	
Short	22	Moving Forward	
Short	22a	Moving Forward	
Short	22b	Moving Forward	
Short	22c	Moving Forward	

Short	23	Moving Forward	
Short	23a	Moving Forward	
Short	24	Moving Forward	
Short	24a	Moving Forward	
Short	25	Moving Forward	
Short	25a	Moving Forward	
Short	25b	Moving Forward	
Short	26	Moving Forward	
Short	27	Moving Forward	
Short	28	Moving Forward	
Short	28a	Settlement	
Short	30	Moving Forward	
Short	83	Not Moving Forward	
Short	87	Moving Forward	