

1 SCOTT LAKE
NV Bar No. 15765
2 **CENTER FOR BIOLOGICAL DIVERSITY**
P.O. Box 6205
3 Reno, NV 89513
Phone: (802) 299-7495
4 Email: slake@biologicaldiversity.org

5 MARC D. FINK
MN Bar No. 343407 (admitted *pro hac vice*)
6 **CENTER FOR BIOLOGICAL DIVERSITY**
209 East 7th St
7 Duluth, MN 55805
Phone: 218-464-0539
8 Email: mfink@biologicaldiversity.org

9 *Attorneys for Plaintiff Center for Biological Diversity*

10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 CENTER FOR BIOLOGICAL DIVERSITY,

13
14 Plaintiff,

15 vs.

16 BUREAU OF LAND MANAGEMENT,

17 Defendant.

Case No.: 3:21-cv-347-MMD-CLB

**ORDER GRANTING
STIPULATED SETTLEMENT
AGREEMENT AND [PROPOSED]
ORDER**

18
19 Plaintiff, the Center for Biological Diversity (“Plaintiff”), and Defendant, the U.S. Bureau
20 of Land Management (“Defendant”), by and through their attorneys, stipulate as follows:

21 WHEREAS, on August 9, 2021, Plaintiff filed its Complaint alleging, *inter alia*, that
22 Defendant had violated the Freedom of Information Act (FOIA), 5 U.S.C. § 552, by failing to
23 provide non-exempt public records in response to Plaintiff’s March 3, 2021 request;

24 WHEREAS, on January 20, 2022, the Parties filed a Joint Status Report, ECF 18, reflecting
25 Defendant’s agreement to provide all of the non-exempt requested records to Plaintiff;

26 WHEREAS, on May 27, 2022 this Court entered an Order, ECF 26, requiring Defendant
27 to release 1,000 or more responsive pages every 30 business days;

1 WHEREAS, on June 18, 2024 the Parties filed a Status Report, ECF 39, stating that
2 Defendant had released, and Plaintiff had accepted, Defendant’s final production of documents in
3 response to Plaintiff’s May 3, 2021 FOIA request;

4 WHEREAS, on June 26, 2024 the Court held a status conference in which Plaintiff
5 confirmed that it had received the final production of responsive documents from BLM and stated
6 that it did not intend to further dispute Defendant’s compliance with FOIA in this matter, but that
7 Plaintiff’s claim for fees and costs under FOIA remained unresolved, ECF 40;

8 WHEREAS, at the June 26, 2024 status conference, the Parties informed the Court that
9 that they would attempt to resolve Plaintiff’s claim for fees and costs expeditiously, without further
10 litigation;

11 WHEREAS, the Plaintiff and Defendant agree that settlement of attorneys’ fees and costs
12 in this manner is in the public interest and is an appropriate way to resolve the dispute between
13 them;

14 WHEREAS, Plaintiff and Defendant enter into this Agreement without any admission of
15 fact or law, or waiver of any claims or defenses, factual or legal;

16 ACCORDINGLY, THE PARTIES AGREE AND STIPULATE AS FOLLOWS:

17 1. Defendant shall pay Plaintiff a total of \$13,500.00 for attorney’s fees, costs, and
18 other litigation expenses for this lawsuit.

19 2. Defendant shall make the payment required by Paragraph 1 and the agreed Order
20 below by electronic funds transfer.

21 3. No later than ten (10) days after the parties have signed the instant Agreement,
22 Plaintiff, through its counsel, shall provide counsel for Defendant the following information
23 necessary to process the payment set forth in Paragraph 1: the Plaintiff’s name, the payee’s name,
24 the payee’s address, the payee’s bank name and bank address, the payee’s bank account name and
25 account number, the account type, the Automated Clearing House (“ACH”) routing number or the
26 American Banking Association (“ABA”) routing number for FedWire payment, the bank routing
27 transit number (“RTN”), and Plaintiff’s tax identification number. Upon the request of counsel for
28

1 Defendant, counsel for Plaintiff shall provide additional information, if needed, to process the
2 payment set forth in Paragraph 1, or, if such information is not available, a written explanation
3 under oath for the reasons such information is not available. Defendant agrees to submit all
4 necessary paperwork for the processing of the attorneys' fees award within 30 days of the Court's
5 approval of this Agreement or the receipt of the information described in this Paragraph, whichever
6 is later.

7 4. Plaintiff agrees to accept Defendant's payment of \$13,500.00 in full satisfaction of
8 any and all claims for attorneys' fees and costs of litigation incurred in this matter to date. Plaintiff
9 agrees that receipt of this payment from Defendant shall operate as a release of Plaintiff's claims
10 for attorney's fees and costs in this matter to date. Accordingly, Plaintiff and Defendant stipulate
11 to dismissal of this action with prejudice.

12 5. Petitioner agrees to send confirmation of the receipt of the payment to counsel for
13 Defendants within 14 days of such payment.

14 6. This Agreement as to attorneys' fees and costs has no precedential value and shall
15 not be used as evidence in any other attorneys' fees litigation.

16 7. Nothing in this Agreement shall be interpreted as, or shall constitute, a requirement
17 that Respondents are obligated to pay any funds exceeding those available, or take any action in
18 contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other appropriations law.

19 8. This Agreement shall be binding on the parties and their successors, agents,
20 designees, employees, and all those acting by and through their authority. The parties agree that
21 this Agreement was negotiated in good faith and that this Agreement constitutes a resolution of
22 claims that were denied and disputed by the parties. By entering into this Agreement, the parties
23 do not waive any claim or defense.

24 9. The undersigned representatives of each party certify that they are fully authorized
25 by the parties they represent to agree to the terms and conditions of this Agreement and do hereby
26 agree to the terms herein.

1 Respectfully submitted November 5, 2024,

2
3 /s/ Scott Lake

4 Scott Lake
5 Center for Biological Diversity
6 P.O. Box 6205
7 Reno, NV 89513
8 (802) 299-7495
9 slake@biologicaldiversity.org

10 *Attorney for Plaintiff Center for Biological*
11 *Diversity*

12 /s/ Scott Lake

13 Virginia Tomova
14 501 Las Vegas Blvd., S.
15 Suite 1100
16 Las Vegas, NV 89101
17 702-388-6533
18 virginia.tomova@usdoj.gov

19 *Attorney for Defendant Bureau of Land*
20 *Management*

21 IT IS SO ORDERED

22
23
24
25
26
27
28 

United States District Judge

DATE: November 5, 2024

CERTIFICATE OF SERVICE

I hereby certify that today I electronically filed the foregoing STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] ORDER with the Clerk of the Court using the CM/ECF system, which will send notification of such upon all attorneys of record.

Dated November 5, 2024

Respectfully submitted,

/s/ Scott Lake

Scott Lake
Center for Biological Diversity
P.O. Box 6205
Reno, NV 89513
(802) 299-7495
slake@biologicaldiversity.org

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28