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15 DEFENSE COUNCIL, INC., PROJECT  
16 COYOTE/EARTH ISLAND INSTITUTE,  
17 CAROL BECKER and THE CENTER FOR  
18 BIOLOGICAL DIVERSITY

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF MENDOCINO

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19 California nonprofit corporation, ANIMAL )  
20 WELFARE INSTITUTE, a Delaware nonprofit )  
21 corporation, MOUNTAIN LION )  
22 FOUNDATION, a California nonprofit )  
23 corporation, NATURAL RESOURCES )  
24 DEFENSE COUNCIL, INC., a New York )  
25 nonprofit corporation, PROJECT )  
26 COYOTE/EARTH ISLAND INSTITUTE, a )  
27 California nonprofit corporation, THE CENTER )  
28 FOR BIOLOGICAL DIVERSITY, a California )  
nonprofit corporation, and CAROL BECKER, )

Petitioners and Plaintiffs,

v.

MENDOCINO COUNTY

Respondent & Defendant,

**ENDORSED-FILED**

JUL 27 2015

CLERK OF MENDOCINO COUNTY  
SUPERIOR COURT OF CALIFORNIA

C. Recendiz

BY FAX

CASE NO.: CVPT '1566119

**PETITION AND COMPLAINT FOR  
WRIT OF MANDATE,  
DECLARATORY RELIEF,  
INJUNCTIVE RELIEF, AND  
SPECIFIC PERFORMANCE**

**CALIFORNIA ENVIRONMENTAL  
QUALITY ACT**

Petitioners and Plaintiffs Animal Legal Defense Fund, Animal Welfare Institute, Mountain Lion Foundation, Natural Resources Defense Council, Inc., Project Coyote/Earth Island Institute, and Center for Biological Diversity, on their own behalf and on behalf of their adversely affected members and the citizens residing in the State of California and in the County of Mendocino, and Carol Becker on her own behalf (collectively, “Petitioner-Plaintiffs”), allege as follows:

## INTRODUCTION

1. Since the 1980s, Defendant-Respondent Mendocino County (“Mendocino County” or “the County”) has instituted a lethal predator control program known today as the “Integrated Wildlife Damage Management Program” (the “IWDM Program” or “Program”) that targets and exterminates wildlife within Mendocino County. The County pays hundreds of thousands of taxpayer dollars to the United States Department of Agriculture Animal and Plant Health Inspection Service’s Wildlife Services agency (“Wildlife Services”) to kill hundreds of native predators and other animals in the name of commercial agricultural interests and under the auspices of the Program.

2. Each year, without state oversight or any environmental investigation or analysis, the County renews its contract and/or annual work plan with Wildlife Services, which in turn targets and exterminates wildlife within Mendocino County.

3. Under the California Environmental Quality Act (“CEQA”), Mendocino County has a duty to review the impacts of activities that affect California’s environment, including wildlife. In continuing to renew its agreements with Wildlife Services without conducting an environmental analysis, Mendocino County has failed to follow the legal procedure mandated by CEQA.

4. Therefore, on June 30, 2014, after the County again retained Wildlife Services, both on an annual basis and as part of a larger Five Year Cooperative Services Agreement, Petitioner-Plaintiffs notified Mendocino County by letter of its failure to comply with CEQA and demanding compliance. The County did not respond and, as a result, Petitioner-Plaintiffs filed a Petition and Writ of Mandamus in Mendocino County Superior Court on November 25, 2014 (the

1 “November 2014 Action”) seeking, among other things, an Order requiring the County to fully  
2 comply with CEQA and to perform, at a minimum, an initial environmental impact review.

3 5. After a lengthy negotiation period, the County agreed to exchange compliance  
4 with CEQA for settlement of the lawsuit. In reliance on the County’s repeated representations  
5 that it intended to fully comply with its obligations under CEQA, Petitioner-Plaintiffs agreed to  
6 settle and dismiss the November 2014 Action. On April 2, 2015, the parties executed the  
7 Settlement Agreement, which, consistent with the above (and among other things), provides that  
8 the County “shall comply with CEQA.” A copy of this agreement is attached as Exhibit A.

9 6. In June 2015, the County’s contract with Wildlife Services came before the  
10 Mendocino County Board of Supervisors (“Board”) for renewal. The County, without  
11 performing an initial study, without issuing a negative declaration, and without conducting an  
12 environmental impact report (“EIR”), renewed the agreements with Wildlife Services. The  
13 County claimed that the IWDW Program is exempt from CEQA and thus the County need not  
14 perform even an initial study, let alone a full EIR.

15 7. Mendocino County’s claim of exemption from CEQA constitutes a blatant and  
16 willful breach of the Settlement Agreement. In exchange for Petitioner-Plaintiffs relinquishing  
17 their previous claims against it, Mendocino County agreed and represented on numerous  
18 occasions – memorialized in the parties’ Settlement Agreement – that the County would comply  
19 with CEQA.

20 8. Accordingly, Petitioner-Plaintiffs bring this action seeking a Writ of Mandate to  
21 compel the County to comply with CEQA. Petitioner-Plaintiffs have similarly brought claims for  
22 the County’s breach of the Settlement Agreement, breach of the implied covenant of good faith  
23 and fair dealing, and misrepresentation.

#### 24 **PARTIES**

25 9. Petitioner-Plaintiff Animal Legal Defense Fund (“ALDF”) is a non-profit  
26 corporation registered in the State of California. ALDF and its more than 200,000 members and  
27 supporters are dedicated to protecting the lives and advancing the interests of animals through the  
28

1 legal system. ALDF and its members derive scientific, recreation, conservation, and aesthetic  
2 benefits from the existence of the diverse wildlife native to Mendocino County.

3 10. Petitioner-Plaintiff Animal Welfare Institute (“AWI”) is a national, non-profit  
4 charitable organization headquartered in Washington D.C. and founded in 1951 to reduce the sum  
5 total of pain and fear inflicted on non-human animals by people. AWI and its members derive  
6 scientific, recreation, conservation, and aesthetic benefits from the existence of the diverse  
7 wildlife native to Mendocino County. AWI is dedicated to minimizing the impacts of human  
8 actions detrimental to endangered or threatened species, including harassment, habitat  
9 degradation, encroachment and destruction, and irresponsible hunting and trapping practices.

10 11. Petitioner-Plaintiff Mountain Lion Foundation (“Foundation”) is a non-profit  
11 public benefit corporation incorporated in the State of California on August 15, 1986. The  
12 Foundation’s mission is to protect mountain lions and their habitat. For 29 years, the Mountain  
13 Lion Foundation has worked with member volunteers and activists to create and further wildlife  
14 policies that seek to protect mountain lions, people, and domestic animals without resorting to  
15 lethal measures. More than 200 Mountain Lion Foundation members reside in Mendocino  
16 County. Mountain Lion Foundation and its members derive scientific, recreation, conservation  
17 and aesthetic benefits from the existence of the diverse wildlife native to Mendocino County.

18 12. Petitioner-Plaintiff Natural Resources Defense Council (“NRDC”) is an  
19 international non-profit environmental organization with more than 1.4 million members and  
20 online activists, tens of thousands of which reside in California and hundreds of whom reside in  
21 Mendocino County. Since 1970, NRDC’s lawyers, scientists, and other environmental specialists  
22 have worked to protect the world’s natural resources, public health, and the environment. NRDC  
23 and its members derive scientific, recreation, conservation, and aesthetic benefits from the diverse  
24 wildlife native to Mendocino County.

25 13. Petitioner-Plaintiff Project Coyote is fiscally sponsored project of Earth Island  
26 Institute, an international non-profit organization based in Northern California. Project Coyote is  
27 made up of a coalition of wildlife scientists, educators, ranchers and community leaders and  
28 promotes compassionate conservation and coexistence between people and wildlife. Project

1 Coyote is dedicated to changing negative attitudes toward coyotes, wolves and other native  
2 carnivores by replacing ignorance and fear with understanding, respect and appreciation. Project  
3 Coyote and its members derive scientific, recreation, conservation, and aesthetic benefits from the  
4 existence of the diverse wildlife native to Mendocino County.

5 14. Petitioner-Plaintiff, Carol Becker, is a resident of Mendocino County in the State  
6 of California and a member of ALDF. Ms. Becker regularly utilizes natural areas in Mendocino  
7 County for recreational use and plans to continue doing so in the future and enjoys viewing  
8 wildlife while participating in recreational activities. In addition, Ms. Becker is an animal  
9 communicator and wildlife rehabilitator who has witnessed the animal suffering caused by the  
10 Program firsthand. Ms. Becker was deeply affected by her experience with Wildlife Services and  
11 is committed to finding the best way to manage wildlife in Mendocino County.

12 15. Petitioner-Plaintiff Center for Biological Diversity (“Center”) is a non-profit  
13 organization that is incorporated in California with more than 50,000 members who live  
14 throughout the United States, including in Mendocino County. The Center’s mission is to protect  
15 endangered species and wild places through science, policy, education, and environmental law.  
16 Center and its members derive scientific, recreation, conservation, and aesthetic benefits from the  
17 existence of the diverse wildlife native to Mendocino County.

18 16. Defendant-Respondent Mendocino County is a political subdivision of the State of  
19 California.

#### 20 **JURISDICTION AND VENUE**

21 17. This Court has jurisdiction over the matters alleged in this Petition pursuant to  
22 Code Civ. Proc. §§ 1085, 1094.5, and 1060 and Pub. Res. Code § 21167.

23 18. Venue is proper in this Court under Code Civ. Proc. §§ 393 and 394(a).

24 19. Petitioner-Plaintiffs have exhausted all administrative remedies.

25 20. To the extent Pub. Res. Code § 21177(a) and (b) applies, Petitioner-Plaintiffs  
26 complied with it by objecting to the approval of the project by filing the November 2014 Action,  
27 during the May 5, 2015 Board of Supervisors meeting, and during the June 16, 2015 Board of  
28 Supervisors meeting.

1           21.     Petitioner-Plaintiffs complied with Pub. Res. Code § 21167.5 by mailing to  
2 Mendocino County a written notice of the commencement of this action, identifying the project.

3                               **APPLICABLE LEGAL STANDARDS**

4           22.     Enacted in 1970, CEQA imposes a statewide policy of environmental protection.  
5 (*See* Public Resources Code § 21000-21177.)

6           23.     CEQA’s basic purpose includes: informing government decision makers and the  
7 public about the potential, significant environmental effects of proposed activities; identifying  
8 ways that environmental damage can be avoided or significantly reduced; and preventing  
9 significant, avoidable damage to the environment by requiring changes in projects through the use  
10 of alternatives or mitigation measures when the governmental agency finds the changes to be  
11 feasible. (California Code of Regulations § 15002(a).)

12          24.     CEQA applies whenever a government agency approves a discretionary project,  
13 defined as “an activity which may cause either a direct physical change in the environment, or a  
14 reasonably foreseeable indirect physical change in the environment.” (Pub. Resources Code §  
15 21065.)

16          25.     CEQA requires, prior to approval, the preparation of an EIR pursuant to California  
17 Public Resources Code § 21165, when the agency “finds substantial evidence that the project may  
18 have a significant effect on the environment.” (Guidelines § 15002(f)(1) and 15064(a)(1).) An  
19 EIR is public document that is “used by the governmental agency to analyze the significant  
20 environmental effects of a proposed project, to identify alternatives, and to disclose possible ways  
21 to reduce or avoid the possible environmental damage.” (Guidelines § 15002(f).) Whether a  
22 project may have a significant effect on the environment “calls for careful judgment on the part of  
23 the public agency involved, based to the extent possible on scientific and factual data.”  
24 (Guidelines § 15064(b).)

25          26.     An agency may prepare an “Initial Study” in order to determine the significance of  
26 a project and whether an EIR is required. (Guidelines § 15063.)  
27  
28

1           27.     If “the agency finds that there is no substantial evidence that a project may have a  
2 significant environmental effect, the agency will prepare a ‘Negative Declaration’ instead of an  
3 EIR.” (Guidelines § 21064.)

4           28.     CEQA does not apply if a project fits within an exemption. Exemptions can be  
5 statutory, categorical, or “common sense” exemptions. (Guidelines § 15061.) Statutory  
6 exemptions are defined by the State Legislature and apply regardless of the project’s potential  
7 environmental impact.

8           29.     Identified by the State Resources Agency, categorical exemptions are classes of  
9 projects that are generally considered not to have potential environmental impacts. (Guidelines §  
10 15300-15331.) “Common sense” exemptions exist if “it can be seen with certainty that there is  
11 *no possibility* that the activity in question may have a significant effect on the environment.”  
12 (Guidelines § 15061(b)(3) (emphasis added).)

13           30.     Because CEQA exemptions do not require extensive fact-finding and  
14 environmental analysis, they have narrow applicability. An agency relying on an exemption must  
15 establish, *by substantial evidence* that an exemption applies. If there is a fair argument that a  
16 project may have a significant effect on the environment, a CEQA exemption cannot be applied.

### 17                               **FACTUAL ALLEGATIONS**

#### 18                   **Background of Mendocino County’s IWDM Program Managed by Wildlife Services**

19           31.     Since the 1980s, Mendocino County has routinely approved multi-year  
20 cooperative agreements and annual contracts (known as the “Work and Financial Plan”) with  
21 Wildlife Services for the implementation of the IWDM Program. The County’s stated purpose of  
22 this program is “to protect residents, property, livestock, crops, and natural resources from  
23 damage caused by predators and other nuisance wildlife.”<sup>1</sup>

24           32.     In practice, the IWDM Program accomplishes this purported purpose by, among  
25 other things, exterminating large numbers of predatory wild animals.

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27                   <sup>1</sup> See  
28 [http://co.mendocino.ca.us/bos/meetings/21196/21204/21206/21491/21547/5\\_year\\_agreement21547.pdf](http://co.mendocino.ca.us/bos/meetings/21196/21204/21206/21491/21547/5_year_agreement21547.pdf).

33. On information and belief, statistics are maintained about the number of wild animals exterminated on an annual basis pursuant to the IWDM Program and that belong to specific targeted species such as coyotes, bobcats, bears, mountain lions (cougars), and foxes. On information and belief, other wild animals such as raccoons, skunks, opossums, and squirrels, and other non-target wild and domestic animals, including family pets, are also exterminated on an annual basis.

34. Certain annual extermination statistics for the IWDM Program may be obtained from Mendocino County, the United States Department of Agriculture, and/or the California Department of Fish and Wildlife. For example, it is estimated that the following number of animals belonging to “targeted” species were exterminated pursuant to the IWDM Program between 2008 through 2013:

Year	Coyote	Bobcat	Bear	Mountain Lion	Fox
2008	216	6	13	6	0
2009	210	6	9	1	3
2010	130	1	6	2	1
2011	162	2	23	13	11
2012	126	6	25	5	8

35. Starting in 1919, Mendocino County, together with the U.S. Bureau of Biological Survey, an early predecessor of Wildlife Services, financed a predator control program, supplying funds to employ hunters and trappers. (“Consideration of the Integrated Wildlife Damage Management Program in Mendocino County,” Binder 1 of 4 submitted by the County, at 29.) The County maintained an ongoing contractual relationship with the United States Department of Agriculture (“USDA”)-Bureau of Biological Survey throughout the 1920s. In 1931, Congress recognized the cooperative relationship between the USDA and the states and designated Wildlife Services’ predecessor as the organization charged with addressing human/wildlife conflicts.

36. In 1943, Mendocino County began its own program, housed in the Department of Animal Control for the County. Wildlife damage management occurred throughout the 1970s and 1980s.



1           37.     Since at least 1989, Mendocino County has retained Wildlife Services to carry out  
2 the IWDM Program. This formal Cooperative Agreement adopted by the County and Wildlife  
3 Services was to continue indefinitely, but terminable by either party upon 30-days' notice. The  
4 Cooperative Agreement continued until December 2004. In December 2004, the County  
5 executed a new agreement with a five-year term. The second five-year term was approved in  
6 March 2010.

7           38.     Most recently, on June 3, 2014, Mendocino County authorized a third five-year  
8 Cooperative Services Agreement with Wildlife Services (the "Five-Year CSA"), which outlined  
9 the IWDM Program parameters and set up a system of annual Work and Financial Plans between  
10 the County and Wildlife Services. Mendocino County entered into the first of five serial funding  
11 contracts, known as the 2014 Financial Plan with Wildlife Services that same day.

12           39.     On June 16, 2015, Mendocino County entered into the second of five Work and  
13 Financial Plan agreements for the 2015-2016 Fiscal Year (the "2015 Financial Plan"). The 2014  
14 and 2015 Financial Plans approved funds to implement the IWDM Program for the 2014-15 and  
15 2015-16 Fiscal Years respectively. Prior to entering into these agreements, Mendocino County  
16 did not perform any analysis under CEQA—it did not prepare an EIR, did not perform an initial  
17 study, and did not issue a negative declaration. Mendocino County's failure to comply with  
18 CEQA prior to entering into the 2014 Financial Plan was the subject of the parties' November  
19 2014 Action, discussed in greater detail below.

#### 20                           **Background of Wildlife Services' Operations**

21           40.     Wildlife Services operates throughout the United States to exterminate various  
22 wild animals. Within California, Wildlife Services operates in 35 of California's 52 counties  
23 (including Mendocino County). On June 12, 2015, Petitioner-Plaintiffs sent a packet of materials  
24 to Mendocino County in order to advise the Board of Supervisors of scientific studies available to  
25 them prior to any decision the Board may make regarding the IWDM Program on June 16, 2015.  
26 The packet contained, among other evidence, the following alarming statistics and research  
27 regarding the IWDM Program:  
28

1           41.     Many experts and politicians characterize Wildlife Services as a highly-secretive  
2 federal program. Nevertheless, because the agency publicly discloses its reported killing data, the  
3 scope of Wildlife Services' wildlife extermination efforts is well documented. For example,  
4 Wildlife Services reports that it kills millions of animals every year. From 2003 to 2012, a tally  
5 of the statistics reveals "nearly 14 million native animal deaths from 475 species over the past  
6 decade, an average of nearly 1,400,000 animals per year." (Center for Biological Diversity,  
7 Project Coyote, Animal Welfare Institute, Animal Legal Defense Fund, *Petition for Rulemaking*  
8 *Pursuant to the Administrative Procedure Act*, 5 U.S. C. § 553(e) (Dec. 2, 2013) ("Petition"  
9 hereafter) at 24.) In Fiscal Year 2014, Wildlife Services killed 2.7 million wild animals  
10 nationwide. (The Editorial Board, *Agriculture's Misnamed Agency*, The New York Times (July  
11 17, 2013) <http://nyti.ms/15NPwa7>.) Within California alone, Wildlife Services reportedly kills as  
12 many as 80,000 animals annually, including hundreds of animals in Mendocino County every  
13 year. (Lee M. Talbot, *Stopping the Slaughter of America's Native Wildlife, One County at a Time*,  
14 Sacramento Bee, April 25, 2015, at 3.)

15           42.     Yet, as astonishing as these numbers are, a former Wildlife Services specialist has  
16 revealed that "[t]he field guys do not report even a fraction of the non-target animals they catch."  
17 (Petition, at 45.)

18           43.     Coyotes are among the animals which are intentionally killed most frequently.  
19 Tom Knudson, a reporter for the *Sacramento Bee* who reported extensively in 2012 and 2013 on  
20 Wildlife Services' operations throughout the Western United States, observed that from 2001-  
21 2011, Wildlife Services' employees killed nearly a million coyotes, mostly in the West. (Petition,  
22 at 24 n.131.) Thousands of dens and burrows are destroyed annually, and an unknown number of  
23 animals are injured or maimed, but never reported. (*Id.*)

24           44.     Over 52,000 of the Wildlife Services' reported killings since 2003 were  
25 "unintentional" or non-target. (*Id.* at p. 25.) Knudson reported that Wildlife Services has  
26 "accidentally killed . . . black bears, raccoons, ravens, bobcats, kit foxes, wild pigs, opossums,  
27 and federally protected bald eagles." (*Id.* at p. 25 n.135). In fact, over the past century, Wildlife  
28 Services has contributed to the "endangerment of the bald eagle, California condor, Canada lynx,

1 kit fox, swift fox, Utah prairie dog, Gunnison's prairie dog, grizzly bear, gray wolf, Mexican gray  
2 wolf, fisher, wolverine, and others." (*Id.*) In 2014 alone, the agency recorded the deaths of "322  
3 gray wolves, 61,702 coyotes, 580 black bears, 305 mountain lions, 796 bobcats, 454 river otters,  
4 2,930 foxes, three bald eagles, five golden eagles and 22,496 beavers." (Lee M. Talbot, *Stopping*  
5 *the Slaughter of America's Native Wildlife, One County at a Time*, Sacramento Bee, April 25,  
6 2015, at 3.)

7 45. The agency's indiscriminate killing tactics do not cease at wildlife. Wildlife  
8 Services' employees have been known to place poisonous M-44s near roads and places  
9 frequented by humans and their pets. As Knudson reported in 2012, the agency has killed "over  
10 1,100 dogs including family pets since 2000; many of these were animals who died from agency  
11 poisons." (Petition at 35 n.188.)

12 46. Mendocino County has recorded the highest number of dogs killed annually by  
13 Wildlife Services in the entire State of California. According to information provided by  
14 Plaintiff-Petitioners in advance of the Board's June 16, 2015 meeting, from 2008 to 2010, County  
15 trappers killed 40 dogs with firearms and neck snares, which was about 60 percent of the total  
16 number of dogs killed in the entire state of California during that time period. (Table, Number Of  
17 Dogs Killed, California by County (Fiscal Year 2009-10).) Christopher Brennan, a County-based  
18 Wildlife Services employee, testified in 2009 before a Mendocino County Superior Court judge  
19 that he has personally shot hundreds of "free-ranging" dogs who he claimed were preying on  
20 livestock. (Transcript of Record, Gravier v. Brennan and Brennan v. Gravier, Reporter's  
21 Transcript of Ex Parte Hearing Re Temporary Restraining Orders (July 21, 2009) (Nos. 09-54303  
22 and 09-54323).) During a July 21, 2009 hearing – involving a request for a restraining by a  
23 rancher whose dog had been shot dead by Brennan – the judge asked Brennan how many dogs he  
24 has killed as a Wildlife Services trapper over the previous 10 years. "Probably close to 400,"  
25 Brennan replied. (*Id.*) Thus, by his own account, Mr. Brennan kills about 40 dogs every year.

26 47. People suffer injuries as a result of Wildlife Services' actions too. Since 1987, 18  
27 Wildlife Services' staff and members of the public have been exposed to chemicals that cause  
28 nausea, blurred vision, and other problems. (*Id.* at p. 35 n.189.) One hunter received serious

1 injuries when attempting to remove his dog from a poisonous trap. (Tiffany Bacon, *The*  
2 *Implementation of the Animal Damage Control Act: A Comment on Wildlife Service's Methods of*  
3 *Predatory Animal Control*, 32 Nat'l Ass'n L. Judiciary 362, 380 (2012).) In another incident, an  
4 eleven-year-old boy was shot in the face with poison from such a device. (*Id.*) Indeed, there is a  
5 "small but growing body of law" that imposes liability on the agency for negligence causing  
6 human injury. (*Id.*)

7 48. Not surprisingly given these activities, Wildlife Services is not transparent; to the  
8 contrary, it "operates in the shadows." (Petition, at 35 n. 193.) The California State Director for  
9 Wildlife Services has boasted that "[w]e pride ourselves on our ability to go in and get the job  
10 done quietly without many people knowing about it." (*Id.*) Indeed, Wildlife Services does not  
11 routinely make available specific, reliable information about its activities, including the specific  
12 wildlife "problems" that it purports to solve, on whose behalf it conducts its activities, or where.  
13 Wildlife Services' website provides only broad summaries of program activities and categories of  
14 funding sources. The program self-reports the number of animals that it kills, but these figures  
15 are not reliable, as former agency personnel have revealed that the program kills far more animals  
16 than it reports. The program also has no accurate sense of whether it is effective, as it "conducts  
17 little or no population monitoring of lethally controlled mammals nor of their alternate natural  
18 prey, no studies of whether WS is additive with other causes of mortality, and no studies of how  
19 control affects populations of nontarget species that are unintentionally killed." (Petition, at 36 n.  
20 196)

### 21 **The Potential for Significant Environmental Impact by the IWDM Program Is High**

22 49. The IWDM Program uses lethal methods to exterminate wild animals rather than  
23 using, or requiring livestock owners to use, non-lethal methods like clearing of carcasses and  
24 after-births quickly, confining herds at night or during calving/lambing, increasing human  
25 presence with animals, and installing fencing and fladry. The extermination of wild animals can  
26 have ecosystem-level impacts that not only affect the targeted animals, but also other species  
27 along the food chain, including plants.

1           50.     For any project that may significantly affect the environment directly and/or  
2 indirectly, CEQA requires, prior to approval, the preparation of an EIR, which is an informational  
3 document that provides agencies and the public with detailed information about the effect of a  
4 proposed project, lists ways in which the significant effects might be minimized, and considers  
5 alternatives. (Cal. Pub. Resources Code § 21165 and 21102.1(a).) In addition to direct and  
6 indirect effects, a project is deemed to have a significant effect on the environment if “the  
7 possible effects of a project are individually limited but cumulatively considerable.” (Cal. Pub.  
8 Res. Code § 21083.) A project’s cumulative impact is to be considered “when viewed in  
9 connection with the effects of past projects, the effects of other current projects, and the effects of  
10 probable future projects.” (*Id.*)

11           51.     Materials submitted by Petitioner-Plaintiffs to the County on or about June 12 and  
12 June 15, 2015, contained evidence that the IWDN Program is having direct, indirect, and/or  
13 cumulative impacts on the environment. Petitioner-Plaintiffs provided information to the County  
14 describing the effects of targeting animals such as coyotes, bears, mountain lions, bobcats, and  
15 foxes, including numerous studies which establish and document how such “predators” serve  
16 important ecological functions, and conversely, how removal of such animals can have significant  
17 temporary and long-lasting effects to ecosystem function.

18           52.     For instance, coyotes are the most-targeted animals under the IWDN Program in  
19 Mendocino County and nationwide. Yet, coyotes are one of the most adaptable mammals and,  
20 hence, are not easily exterminated, especially across large geographic areas. (Petition, at 1-2.)  
21 This does not mean that there are no significant impacts from killing large numbers of coyotes  
22 every year, however. For example, if the alpha male or female of a particular coyote pack is  
23 killed, the remaining members may splinter into multiple packs, leading to a proliferation of  
24 coyote abundance and correlating impacts to ecosystems. (Gese, E., (1998), (2013), *Response of*  
25 *neighboring coyotes (Canis latrans) to social disruption in an adjacent pack*, Can. J. Zool., v.  
26 76.)

27           53.     Indeed, Wildlife Services was created in the early 1900s, when science had not  
28 fully documented the important ecological functions that predators provide. Indeed, predators

1 exist in an ecosystem for a reason, as “[p]redation is a fundamental biological process . . . .”  
2 (Tiffany Bacon, *The Implementation of the Animal Control Act. A comment on Wildlife Service’s*  
3 *Methods of Predatory Animal Control*, 32 J. Nat’l Ass’n Admin. L. Judiciary 362, 384 (2012).)  
4 Disruption of the balance between predator and prey has a wider impact on animal species and  
5 plants throughout an ecosystem and can result in biodiversity loss. (*Id.*)

6 54. “Apex predators” like coyotes, bears, and mountain lions – *i.e.*, predators at the top  
7 of a food chain in a given area – create a “trophic cascade” of beneficial effects that flow through  
8 and sustain ecosystems and the web of life. For example, wolves in Yellowstone and Grand  
9 Teton National Parks have been found to benefit a host of species, including aspen, songbirds,  
10 beavers, bison, fish, pronghorn, foxes, and grizzly bears. (See Ripple, W.J., Beschta, R.L., Fortin  
11 J.K. & Robbins, C.T. (2013), *Trophic cascades from wolves to grizzly bears in Yellowstone*,  
12 *Journal of Animal Ecology*, v. 82; Ripple, W.J., Wirsing, A.J., Beschta, R.L. & Buskirk, S.W.  
13 (2011), *Can restoring wolves aid in lynx recovery?*, *Wildlife Society Bulletin*, v. 35, at 514; and  
14 Ripple, W.J. & Beschta, R.L. (2011), *Trophic Cascades In Yellowstone. The First 15 Years After*  
15 *Wolf Reintroduction*, *Biological Conservation*, v. 145, p.205.)

16 55. Conversely, falling numbers of apex predators can result in the loss of these  
17 beneficial effects and/or the “release” of mid-sized or “mesopredators” like foxes, raccoons, and  
18 skunks that are not at the top of the food chain in the presence of coyotes, bears, or mountain  
19 lions. (Petition at 27.) Increased numbers of mesopredators, in turn, negatively affects prey,  
20 including ground-nesting birds, rodents, lagomorphs, and others. (*Id.*) One example of  
21 “mesopredator release” is the variation of the distribution and abundance of coyotes in coastal  
22 southern California, where wolves do not occur at all and, hence, coyotes have assumed the role  
23 of apex predator but have declined or disappeared due to urbanization and fragmented habitat. As  
24 a study of this area observed, “[i]t appears that the decline and disappearance of the coyote, in  
25 conjunction with the effects of habitat fragmentation, affect the distribution and abundance of  
26 smaller carnivores and the persistence of their avian prey.” (Soule, M.E., et al., *Reconstructed*  
27 *Dynamics Of Rapid Extinctions Of Chaparral-Requiring Birds In Urban Habitat Islands*,  
28 *Conservation Biology* 2:75-92, at 84.)

1           56.     On information and belief, the IWDM Program contributes to ecosystem  
2 disruption, mesopredator release and loss of biodiversity within Mendocino County due to its  
3 concentrated focus on particular species, such as coyotes, bears, mountain lions, foxes, and other  
4 wild animals.

5           57.     The potential environmental impacts caused by wildlife extermination programs  
6 like the IWDM Program are also cumulatively significant when measured against other causes of  
7 wildlife losses. One such impact is the potential for causing biodiversity loss simply from the  
8 sheer numbers of animals that Wildlife Services kills. In September 2014, a World Wildlife Fund  
9 report indicated that the world populations of many kinds of wildlife fell overall by 52 percent  
10 between 1970 and 2010. (McLellan, R., Iyengar, L., Jeffries, B. and N. Oerlemans (Eds.), *Living*  
11 *Planet Report 2014: species and spaces, people and places*, at 8.) The report stated that the  
12 primary reasons for declining populations include the loss of natural habitats, exploitation through  
13 hunting or fishing, and climate change. (*Id.* at p. 20.) The report concluded that wildlife  
14 populations had plummeted such that biodiversity levels have reached a critical low and crossed a  
15 threshold indicating the existence of “potential catastrophic changes to life as we know it.” (*Id.* at  
16 p. 10.)

17           58.     On information and belief, the IWDM Program causes ***cumulative*** environmental  
18 effects over time and with concurrent programs (such as Wildlife Services’ operations across 35  
19 of 52 California counties).

20           59.     Moreover, the potential negative impacts to the ecosystem outweigh the usefulness  
21 of coyote control for livestock protection. Studies have shown that lethal predatory control  
22 programs are often ineffective at achieving their stated purposes—protecting livestock or  
23 boosting game species. Other studies have found that removing coyotes – the most frequently-  
24 persecuted mammal by Wildlife Services – is ineffective at reducing coyote populations in the  
25 long term. (Petition at 29.)

26           60.     Loss of biodiversity, trophic cascades, and mesopredator release are just a few of  
27 the potential environmental impacts that may be caused by the long-term extermination of wild  
28 animals pursuant to the IWDM Program and similar programs throughout the region and

1 California. However, on information and belief, Mendocino County has never performed a full  
2 study that analyzes the potential for either – or, indeed, any – categories of significant  
3 environmental impact caused by the IWDM Program.

4 **The California Attorney General Issued an Opinion In 1976 That Mendocino County's**  
5 **Wild Animal Trapping Program Was Subject to CEQA and Requires Full EIR Review**

6 61. This is not the first time Mendocino County has attempted to evade its obligations  
7 under CEQA regarding the protection of wildlife. In the 1970s, Mendocino County operated an  
8 animal trapping program for wild animals. In 1976, the Mendocino County District Attorney  
9 sought an opinion from the California Attorney General regarding whether this program was (a)  
10 subject to CEQA and (b) if so, whether Mendocino County was required to prepare an EIR  
11 regarding the trapping program.

12 62. The California Attorney General answered in the affirmative as to both issues,  
13 stating:

14 In view of the controversial nature of animal trapping programs, and the  
15 Mendocino program in particular, we believe that an EIR should be prepared under  
16 the specific fact situation presented to us. Our opinion in this regard is based, in  
17 part, on the specific legislative intent of CEQA to prevent the elimination of  
18 wildlife species due to man's activities. In order to accomplish the purpose of  
CEQA, we are again mindful of the words of the California Supreme Court that our  
interpretation should “afford the fullest possible protection to the environment  
within the reasonable scope of the statutory language.”

19 (See 1976 Cal. AG LEXIS 31, \*12, 59 Ops. Cal. Atty. Gen. 173, 177.)

20 63. The IWDM Program at issue here does not involve mere trapping of wild animals,  
21 but involves the actual extermination of several hundred wild animals each year. Thus, the  
22 Attorney General's Opinion applies with equal, if not greater, force to the IWDM Program itself.

23 **The November 2014 Action and Settlement**

24 64. As previously discussed, on June 3, 2014, Mendocino County retained Wildlife  
25 Services – both on an annual basis and as part of a larger Five Year Cooperative Services  
26 Agreement – to implement Mendocino County's IWDM Program.

27 65. However, prior to approving the agreement between Mendocino County and  
28 Wildlife Services, Mendocino County did not perform any analysis under CEQA—it did not



1 perform an initial study, did not issue a negative declaration, and did not conduct an EIR. Nor did  
2 the County, at that time or any time prior, claim it was exempt from CEQA.

3 66. As a result, on June 30, 2014, Petitioner-Plaintiffs wrote a letter to Mendocino  
4 County, putting the County on notice of its failure to comply with CEQA and demanding that the  
5 County comply. The County failed to respond.

6 67. As a result, Petitioner-Plaintiffs subsequently filed a Petition and Writ of  
7 Mandamus in Mendocino County Superior Court on November 25, 2014 seeking, among other  
8 things, an Order requiring the County to comply with CEQA and prepare a full EIR.

9 68. Given its utter failure to even attempt to comply with CEQA, Mendocino County  
10 first secured numerous extensions of time (which Petitioner-Plaintiffs agreed to as a courtesy) and  
11 then approached Petitioner-Plaintiffs to try to settle the November 2014 Action.

12 69. First, on February 5, 2015, counsel for Mendocino County affirmatively reached  
13 out to counsel for Petitioner-Plaintiffs in an effort to resolve the action. Specifically, Mendocino  
14 County's counsel indicated that the Board had met earlier that week and acknowledged that its  
15 actions on June 3, 2014 did not comply with CEQA and committed to not re-authorize the  
16 Program until it had complied with its obligations under CEQA. Indeed, counsel for Mendocino  
17 County stated in an email to Petitioner-Plaintiffs' counsel that "the County agrees that CEQA  
18 compliance is necessary."

19 70. In reliance on the County's representation that it intended to fully comply with its  
20 obligations under CEQA, Petitioner-Plaintiffs agreed to negotiate a dismissal and settlement of  
21 the November 2014 Action.

22 71. On March 4, 2015, counsel for Mendocino County communicated in writing that  
23 the County would largely accept the terms proposed by Petitioner-Plaintiffs in exchange for  
24 settlement of the November 2014 Action, namely that:

- 25 • The County shall commit to complying with CEQA prior to renewing or re-approving  
26 any agreement(s) with federal Wildlife Services to implement the Predatory Animal  
27 Control Program.

- The Board of Supervisors will schedule an informational session (preferably in late March to early April, assuming we can get the settlement agreement done quickly) where the Petitioners may present to the Board options or alternatives to the Predatory Animal Control Program.
- Following the presentation, which the Board wishes to receive *prior to making a decision or providing direction to staff re next steps concerning the Program*, the County will provide Petitioners monthly updates on the status of the CEQA process (dates to be determined). Please note, however, that these updates can only address timing and process and not any substantive analysis being developed.

72. On April 2, 2015, the parties executed the Settlement Agreement, which, consistent with the above (and among other things), provides that the County “shall comply with CEQA.” A copy of this agreement is attached as Exhibit A.

73. Specifically, Section 3(a) of the Settlement Agreement obligates the County to “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 also expressly agreed to provide Petitioner-Plaintiffs with “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.”

74. The Settlement Agreement also provides that, after this informational session, the County will consider whether to renew or change the IWDM Program, including whether to continue to involve Wildlife Services in the Program. Specifically, the Settlement Agreement states:

***[F]ollowing 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.

1           75.     The County expressly agreed that if it chose to renew or modify the IWDM  
2 Program it would comply with CEQA prior to the renewal or modification. The Settlement  
3 Agreement states: “[i]n the event the County elects to renew or modify the IWDM Program, *the*  
4 *County agrees it shall comply with CEQA prior to taking any such action.*”

5           76.     The language “shall comply with CEQA” was expressly intended to mean that the  
6 County would at least perform an initial environmental study, and draft either a negative  
7 declaration or an EIR as necessary. At no point during the discussions did the County indicate  
8 that the term “compliance” included the immediate assertion that the County need not comply  
9 with CEQA because of one or more exemptions and, had the County made any such indication,  
10 Plaintiff-Petitioners never would have entered into the Settlement Agreement and agreed to  
11 dismiss the November 2014 Action. Petitioner-Plaintiffs relied on these promises in entering into  
12 the Settlement Agreement.

13           77.     The County was fully aware of Petitioner-Plaintiffs’ interpretation of the  
14 Settlement Agreement as an immediate invocation of a CEQA exemption, without any further  
15 environmental review or analysis, would have completely vitiated the purpose of the Settlement  
16 Agreement and deprived Plaintiff-Petitioners of the benefit of their bargain.

17           78.     Furthermore, the County agreed to provide Petitioner-Plaintiffs with monthly  
18 updates regarding the status of the County’s CEQA review. Specifically, Section 3(c) of the  
19 Settlement Agreement states:

20           In the event the County elects to renew or modify the IWDM Program and  
21 commences CEQA review as described in Section 3(b) of this Settlement  
22 Agreement, the County agrees to provide Petitioners with monthly updates  
regarding the status of its CEQA review.

23 This promise was illusory as, on information and belief, the County had no intention of  
24 performing a CEQA review.

25           79.     Under the Settlement Agreement, Petitioner-Plaintiffs were obligated to “make a  
26 presentation to the County Board of Supervisors regarding various options or alternatives  
27 Petitioners believe the County should consider in lieu of, or in conjunction with, the IWDM  
28 Program.” Section 4(a). Additionally, Petitioner-Plaintiffs agreed to “file a dismissal of, or enter

1 into a stipulation dismissing, or otherwise file a motion for dismissal of the [November 2014  
2 Action] without prejudice.” Section 4(b).

3 80. On April 13, 2015, in accordance with the Settlement Agreement, Petitioner-  
4 Plaintiffs agreed to dismiss the November 2014 Action and filed a corresponding Notice of Entry  
5 of Dismissal and a Notice of Settlement of Entire Case with the Court. Also, on or around April  
6 13, 2015, Petitioner-Plaintiffs issued a press release reflecting their understanding that Mendocino  
7 County, through the Settlement Agreement, had agreed to suspend re-renewal of its contracts with  
8 Wildlife Services for purposes of implementing the Program pending an environmental review  
9 consistent with CEQA.

10 **Mendocino County Claims the IWDM Program is Exempt from CEQA**

11 81. Mendocino County apparently never intended to comply with the Settlement  
12 Agreement. On May 5, 2015, per the agreement, Petitioner-Plaintiffs presented information to  
13 the Board regarding the various options or alternatives the County may wish to consider in lieu of  
14 or in conjunction with the Program. However, Petitioner-Plaintiffs need not have expended the  
15 effort; on information and belief, agents for the County had already discussed forgoing the  
16 preparation of an environmental study by improperly claiming the County was exempt from  
17 CEQA compliance, thereby breaching the Settlement Agreement.

18 82. On June 16, 2015, the Mendocino County Board of Supervisors met. During this  
19 meeting, the Board approved two resolutions. The first stated that the IWDM Program was  
20 exempt from CEQA, and that therefore no CEQA compliance was necessary. The second  
21 authorized the renewal of Mendocino County’s agreement with Wildlife Services to implement  
22 the IWDM Program. The resolutions were prepared in advance of the June 16, 2015 meeting.

23 83. Mendocino County did not provide any prior notice to Petitioner-Plaintiffs  
24 pursuant to the Settlement Agreement that it had decided to take this position or that it would be  
25 renewing the agreement with Wildlife Services without preparing a negative declaration or an  
26 EIR under CEQA. In fact, after refusing Petitioner-Plaintiffs’ request for the required monthly  
27 updates, Mendocino County did not even inform Petitioner-Plaintiffs that there would be a  
28

1 meeting until June 2, 2015. That notification again implied that the County would be complying  
2 with both CEQA and its obligations under the Settlement Agreement going forward:

3       On June 16, 2015, the Mendocino County Board of Supervisors will consider  
4 whether to cancel, renew or modify the IWDM Program and, if it proposes to  
5 renew or modify the IWDM, will direct County staff as to next steps and  
6 compliance with CEQA. We will provide you a copy of the agenda and associated  
7 staff report once it is available.

8 In reality, on information and belief, agents for the County, prior to the May 5, 2015 meeting, had  
9 already discussed forgoing the preparation of an environmental study by improperly claiming that  
10 the County was exempt from compliance. On information and belief, the County did not share  
11 that information with Petitioner-Plaintiffs because it did not want Petitioner-Plaintiffs to appear  
12 and dispute the claimed exemptions.

13       84. For example, shortly after the May 5, 2015 meeting, Mendocino County  
14 Supervisor Dan Hamburg met with two residents of Mendocino County, Anne West-Wepsala and  
15 George “Brian” Wepsala. During this meeting, Ms. West-Wepsala asked when an environmental  
16 study would be performed, and the date of the next public meeting regarding this  
17 issue. Supervisor Hamburg contacted, upon information and belief, Doug Losak, Mendocino  
18 County’s interim County Counsel by speaker phone. Mr. Losak confirmed Supervisor  
19 Hamburg’s statements that Mendocino County would be publicly claiming a CEQA  
20 exemption. Mr. Losak further stated (in full hearing of Mr. and Mrs. Wepsala) that Mendocino  
21 County had “no intention of performing an environmental study.” Once Mr. Losak made this  
22 admission, Ms. West-Wepsala suggested that she and Mr. Wepsala were “probably not supposed  
23 to have overheard that” and Supervisor Hamburg indicated an unspoken response in agreement.

24       85. During the June 16, 2015 Board Meeting, Mendocino County carried through with  
25 the representations Mr. Hamburg and Mr. Losak made to Mr. Wepsala and Ms. West-Wepsala.  
26 At the meeting, the Board openly encouraged proponents of the Program, several local ranchers  
27 who take advantage of the Program and a representative from Wildlife Services, to speak in  
28 support of its re-authorization. Moreover, while representatives from Petitioner-Plaintiffs and  
other residents of Mendocino County provided hundreds of comments opposing the IWDM  
Program in the days leading up to the meeting, and gave testimony at the meeting regarding the

1 environmental impacts of the IWDM Program and criticisms of Wildlife Services' operations  
2 (including of Mr. Brennan, the specialist who has openly admitted to killing hundreds of dogs in  
3 the County), the Board apparently did not take any of this testimony into consideration. Instead,  
4 the Board unanimously adopted the two resolutions (one publicly stating its position regarding  
5 CEQA exemption and the other authorizing the renewal of the Wildlife Services agreement) that  
6 had been prepared. Both resolutions were prepared days, if not weeks, before the June 16, 2015  
7 Board Meeting, and were adopted by the Board during the meeting without any modifications in  
8 light of public participation and feedback.

9 86. On information and belief, prior to the authorization of these resolutions,  
10 Mendocino County did not conduct any measure of scientific analysis on the potential significant  
11 environmental effects that the IWDM Program may cause.

#### 12 **Mendocino County's Notice of Exemption**

13 87. On June 22, 2015, Mendocino County filed its Notice of Exemption, formally  
14 claiming that the Five-Year CSA and the 2015 Agreement are exempt under CEQA. The Notice  
15 expressly provides that the Board "reviewed and considered the following contractual  
16 agreements," identifying both the Five-Year CSA and the 2015 Agreement, in determining that  
17 the Program was exempt under the statute.

18 88. The Notice of Exemption makes three claims of exemption. The first claim is that  
19 the IWDM Program is exempt under CEQA Guidelines Section 15307 for being an action "by a  
20 regulatory agency for the protection of natural resources."

21 89. The second claim is that IWDM Program is exempt under CEQA Guidelines  
22 Section 15308 for being an action "by a regulatory agency for the protection of the environment."

23 90. The third claim is that the IWDM Program is exempt under CEQA because "there  
24 is no possibility that the project may have a significant effect on the environment."

#### 25 **Petitioner-Plaintiffs' Challenge of the Notice of Exemption**

26 91. By this action, Petitioner-Plaintiffs challenge Mendocino County's claims of  
27 exemption. Mendocino County's claimed exemptions do not apply because the program may  
28 have a significant impact on the Mendocino County environment. As discussed above, the public

1 record on this issue demonstrates that the IWDM Program exterminates hundreds of animals  
2 within Mendocino County each year. Because of the potential direct, indirect, and cumulative  
3 impacts caused by the killing of so many wild animals, no CEQA exemptions can apply to the  
4 IWDM Program.

5 92. CEQA requires all public agencies to assess the environmental impacts of their  
6 actions and to modify such actions if less destructive alternatives are feasible. More specifically,  
7 CEQA applies to the approval of any non-ministerial governmental action that has the potential to  
8 result in either a direct physical change in the environment or a reasonably foreseeable indirect  
9 physical change in the environment and that does not fall within certain specified exemptions.  
10 (*See* Cal. Code Regs. Tit. 14, § 15378(a) (defining “projects” under CEQA).) CEQA requires  
11 that the public agency prepare an EIR if it finds the Project may have a significant impact on the  
12 environment, publish a negative declaration to the public explaining why it believes the Project  
13 will not cause any significant adverse impacts to the environment (either because the Project will  
14 have no such impact or because any impacts have been avoided or fully mitigated), or find that  
15 CEQA does not apply to the Project because the Project falls under one of the specified  
16 exemptions to the requirement.

17 93. As discussed above, the IWDM Program has the potential to result in either a  
18 direct physical change in the environment or a reasonably foreseeable indirect physical change in  
19 the environment. Accordingly, Mendocino County was required to prepare an EIR related to the  
20 IWDM Program, and none of the CEQA exemptions cited by Mendocino County apply.

21 94. In improperly claiming exemptions from CEQA, Mendocino County violated  
22 CEQA Guidelines § 15061. These exemptions are not available for many reasons, including  
23 because the County aims to protect livestock, which is not a natural resource. Additionally, the  
24 exemptions “for the protection of” natural resources and/or the environment do not apply because  
25 under California law, a project’s *actual impact* on the environment – not its stated purpose –  
26 drives the availability of these CEQA exemptions. Thus, regardless of what Mendocino County  
27 claims as the purpose of the IWDM Program, these exemptions do not apply because the IWDM  
28

1 Program's extermination of wildlife (especially when considering the cumulative impacts) has the  
2 potential for significantly impacting the environment.

3 95. Similarly, Mendocino County's claim that there is no possibility that the IWDM  
4 Program may have a significant effect on the environment does not apply. For the reasons stated  
5 above, the IWDM Program's wildlife extermination operations could potentially have a  
6 significant impact (especially when considering the cumulative impacts) on the environment.

7 96. In addition to improperly claiming CEQA exemption, Mendocino County violated  
8 CEQA Guidelines § 15300.2. Particularly, Mendocino County failed to consider the cumulative  
9 impact of the IWDM Program operated by successive projects of the same type in the same place  
10 over time.

11 97. Similarly, Mendocino County violated California Public Resources Code § 21083  
12 by failing to consider the cumulatively considerable impacts caused by the IWDM Program.  
13 Specifically, Mendocino County's Notice of Exemption fails to consider whether the incremental  
14 effects of the IWDM Program are considered when viewed in connection with the effects of past,  
15 current, or probable future projects.

16 **Exhaustion of Administrative Remedies**

17 98. Prior to bringing this action, Petitioner-Plaintiffs have exhausted their  
18 administrative remedies with respect to the CEQA claims by submitting written materials to  
19 Mendocino County regarding the Predatory Animal Control Program. Specifically, on May 5,  
20 2015, Petitioner-Plaintiffs gave a presentation to the Board of Supervisors for Mendocino County  
21 proposing nonlethal alternatives to the IWDM Program. Thereafter, in the days leading up to and  
22 during the June 16, 2015 Board meeting, Petitioner-Plaintiffs presented evidence and arguments  
23 regarding the significant environmental impacts that the IWDM Program potentially causes,  
24 particularly when operated by Wildlife Services. Despite having received these materials and  
25 arguments, The Board instead adopted without amendment, the resolutions prepared several days  
26 before the June 16, 2015 meeting.

27 99. Thus, Petitioner-Plaintiffs have no plain, speedy, or adequate remedy in the course  
28 of the ordinary law unless this Court grants the requested Writ of Mandate, and declaratory and



1 injunctive relief. In the absence of such remedies, Mendocino County's continued activities  
2 pursuant to the IWDW Program will continue to be in violation of the law.

3 100. Petitioner-Plaintiffs have complied with Public Resources Code section 21167.5  
4 by executing prior service of a notice upon Mendocino County indicating their intent to file this  
5 Petition. Proof of Service of this notification, with the notification attached, is attached as  
6 Exhibit B.

7 101. Petitioner-Plaintiffs have elected to prepare the record of proceedings pursuant to  
8 Public Resources Code Section 21167.6(b)(2).

9 **Petitioner-Plaintiffs Are Entitled to Injunctive Relief**

10 102. Mendocino County failed to fulfill its duties under CEQA by claiming that the  
11 IWDW Program (including the annual renewal with Wildlife Services and the Five Year  
12 Cooperative Services Agreement) is exempt from CEQA.

13 103. Mendocino County is in clear violation of CEQA because it has improperly and  
14 incorrectly claimed that the IWDW Program is exempt from CEQA. The IWDW Program,  
15 operated through Wildlife Services, exterminates hundreds of animals in and around Mendocino  
16 County each year, and has the potential to exterminate many more such animals, including  
17 endangered and protected species. Before approving the IWDW Program at the June 16, 2015  
18 Board Meeting, Mendocino County was obligated to conduct a necessary CEQA review and to  
19 prepare an EIR. In proceeding with the IWDW Program without conducting the necessary CEQA  
20 review, and without providing the required notices under CEQA, Petitioner-Plaintiffs and the  
21 citizens of California have been deprived of their right to understand the full potential  
22 environmental impacts of the Program. Petitioner-Plaintiffs and the citizens of California have  
23 been similarly deprived of their right to fully and fairly submit scientific evidence as to this point  
24 ***before*** Mendocino County committed to approving the IWDW Program. Mendocino County's  
25 actions should be enjoined, the authorizations and contracts rescinded, and any new  
26 authorizations prohibited unless and until the Petitioner-Plaintiffs' – and the people of  
27 California's – rights have been satisfied.  
28

1 **FIRST CAUSE OF ACTION**

2 **Petition for Writ of Mandate Under the California Environmental Quality Act**

3 104. The allegations in the preceding paragraphs are re-alleged and incorporated by  
4 reference as if fully set forth herein.

5 105. Mendocino County's IWDM Program has the potential to kill hundreds of animals  
6 in Mendocino County each year, including the potential to kill endangered and protected species.  
7 The cumulative impact of these killings – both over time and when combined with similar  
8 programs throughout California and the United States – will have a significant impact on wildlife  
9 and a deleterious effect on the environment and various ecosystems.

10 106. Because the IWDM Program as operated will have a significant impact on the  
11 environment, Mendocino County was required to prepare an EIR. (Cal. Pub. Resources Code §§  
12 21083(b)(2) & 21151.) However, Mendocino County failed to prepare an EIR as required, and in  
13 so doing violated California law.

14 107. For the reasons discussed above, the IWDM Program is not exempt from CEQA.  
15 Specifically, the IWDM Program does not qualify under any claimed exemption because the  
16 IWDM Program has the potential to significantly impact the environment.

17 108. For the reasons set forth herein, Petitioner-Plaintiffs are entitled to relief under  
18 CEQA, including, but not limited to, a peremptory Writ of Mandamus directing Mendocino  
19 County to prepare an EIR in compliance with CEQA, and to otherwise comply with CEQA in any  
20 subsequent action taken to approve the project.

21 **SECOND CAUSE OF ACTION**

22 **Declaratory Relief with Respect to the California Environmental Quality Act**

23 109. The allegations in the preceding paragraphs are re-alleged and incorporated by  
24 reference as if fully set forth herein.

25 110. Petitioner-Plaintiffs contend that the IWDM Program, as well as Mendocino  
26 County's approval of its agreement with Wildlife Services and the Five Year CSA, violate  
27 California law and CEQA for the reasons alleged herein. Petitioner-Plaintiffs are informed and  
28

1 believe that Mendocino County disputes this contention. Accordingly, Petitioner-Plaintiffs are  
2 entitled to this Court's declaration resolving such dispute.

3 111. Petitioner-Plaintiffs are entitled to maintain this declaratory relief action against  
4 Mendocino County under the authority of Section 1060 of the Code of Civil Procedure. (*See*  
5 *generally Colberg, Inc. v. State of California ex rel. Dep't of Pub. Works* (1967) 67 Cal.2d 408.)

### 6 **THIRD CAUSE OF ACTION**

#### 7 **Petition for Writ of Mandate and Declaratory Relief to Set Aside the Board's Project** 8 **Approval as Contrary to the California Environmental Quality Act**

9 112. The allegations in the preceding paragraphs are re-alleged and incorporated by  
10 reference as if fully set forth herein.

11 113. Petitioner-Plaintiffs challenge Mendocino County's claim of exemption.  
12 Mendocino County's claimed exemptions do not apply because the Program may have a  
13 significant impact on the Mendocino County environment. As discussed above, the public record  
14 on this issue demonstrates that the IWDM Program exterminates hundreds of animals within  
15 Mendocino County each year. Moreover, the public record shows that the agency actually  
16 conducting these exterminations – Wildlife Services – has a record of using methods that  
17 inadvertently exterminate protected and endangered species. Because of the potential impacts  
18 caused by these disruptions on the ecosystem, including the potential for disrupting populations  
19 of endangered and protected species, no CEQA exemptions can apply to the IWDM Program.

20 114. In improperly claiming an exemption from CEQA, Mendocino County violated  
21 CEQA Guidelines § 15061. The exemptions "for the protection of" natural resources and/or the  
22 environment do not apply because under California law, a project's actual impact on the  
23 environment – not its stated purpose – drives the availability of these CEQA exemptions. Thus,  
24 regardless of what Mendocino County claims as the purpose for the IWDM Program, these  
25 exemptions do not apply because the IWDM Program's extermination of wildlife (especially  
26 when considering the cumulative impacts) has the potential for significantly impacting the  
27 environment.

115. Because the County improperly relied upon an exemption to CEQA, in violation of at least CEQA Guideline § 15061, the County's approval of the IWDW Program must be set aside.

#### **FOURTH CAUSE OF ACTION**

##### **Breach of the Settlement Agreement**

116. The allegations in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

117. Petitioner-Plaintiffs entered into a Settlement Agreement with Mendocino County on April 2, 2015. This Settlement Agreement is valid and binding.

118. Petitioner-Plaintiffs performed all conditions, covenants, and promises required to be performed by Petitioner-Plaintiffs in accordance with the terms of the Settlement Agreement, except those that Petitioner-Plaintiffs were prevented or legally excused from performing and those as to which performance was waived.

119. Mendocino County has unjustifiably and inexcusably breached the Settlement Agreement in the ways set forth above. Specifically, Mendocino County breached the Settlement Agreement at least by failing to provide the required status updates once it decided to renew the IWDW Program and claim exemption from CEQA, by, despite having received materials and a presentation from Petitioner-Plaintiffs on May 5, 2015, renewing the Program and claiming an exemption from CEQA, and then again by actually claiming the CEQA exemption instead of complying with CEQA.

120. As a proximate result of Mendocino County's breaches of contract, Petitioner-Plaintiffs suffered, and will continue to suffer, irreparable injury as well as general and special damages in an amount to be proven at trial.

121. Petitioner-Plaintiffs have no adequate remedy at law for the injuries suffered, the injuries currently being suffered, and the additional injuries that are threatened, because it would be difficult to quantify in dollars the loss sustained pending final adjudication of this matter. Petitioner-Plaintiffs therefore seek specific performance of the Settlement Agreement, including but not limited to performance of Mendocino County's obligation to comply with CEQA by,

1 among other things, conducting the necessary environmental impact analysis, preparing a  
2 compliant EIR if necessary, complying with CEQA in any subsequent action taken to approve the  
3 Project, and providing Petitioner-Plaintiffs with monthly status updates regarding its compliance.

#### 4 **FIFTH CAUSE OF ACTION**

##### 5 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

6 122. The allegations in the preceding paragraphs are re-alleged and incorporated by  
7 reference as if fully set forth herein.

8 123. The Settlement Agreement contains an implied covenant of good faith and fair  
9 dealing, providing that neither party would act to deprive the other of the benefits of the  
10 Settlement Agreement, nor interfere with the other party in its performance of the agreement.

11 124. In signing the Settlement Agreement, the principal benefit Petitioner-Plaintiffs  
12 contracted for was the Board's compliance with CEQA in renewing the IWDM Program.  
13 Mendocino County knew that Petitioner-Plaintiffs sought for Mendocino County to comply with  
14 CEQA by preparing a full EIR. Thus, Mendocino County knew that Petitioner-Plaintiffs did not  
15 desire – and would not have agreed to – dismiss the November 2014 Action in exchange for  
16 Mendocino County to claim a CEQA exemption.

17 125. The implied covenant obligated Mendocino County to at least (1) refrain from  
18 misrepresenting its intention to “comply with CEQA” per the Settlement Agreement and (2)  
19 refrain from interfering with the parties' performance under the Settlement Agreement.  
20 Compliance implies that Mendocino County would, prior to adopting the Program, at least  
21 conduct an initial study under CEQA to determine whether to issue a negative declaration or  
22 whether a full EIR was necessary. Mendocino County's Notice of Exemption, filed after the  
23 County entered into the Settlement Agreement, is fundamentally at odds with Mendocino  
24 County's previous claims that it must and will comply with CEQA.

25 126. Furthermore, the County failed to provide the monthly updates to Petitioner-  
26 Plaintiffs required under the Settlement Agreement, even though the County had, on information  
27 and belief, determined long before the June 16, 2015 Board Meeting that it would renew the  
28 Program and claim a CEQA exemption. Petitioner-Plaintiffs' intent in requiring status updates

1 was to provide the opportunity to engage in a collaborative process with the County and to be  
2 provided with fair notice and opportunity to participate in the process of an initial study and/or  
3 EIR by presenting the County with scientific evidence. Petitioner-Plaintiffs' intent was frustrated  
4 by the County's covert decision to claim a CEQA exemption without notifying Petitioner-  
5 Plaintiffs with sufficient time to reasonably gather and prepare this evidence.

6 127. As a proximate result of Mendocino County's bad faith conduct, Petitioner-  
7 Plaintiffs have suffered damages.

### 8 **SIXTH CAUSE OF ACTION**

#### 9 **Intentional or Negligent Misrepresentation**

10 128. The allegations in the preceding paragraphs are re-alleged and incorporated by  
11 reference as if fully set forth herein.

12 129. Mendocino County affirmatively misrepresented to Petitioner-Plaintiffs on  
13 numerous occasions that the County intended to comply with CEQA prior to its renewal of the  
14 IWDM Program. On information and belief, the County understood compliance to be at least  
15 conducting an initial study on the environmental impact of the IWDM Program sufficient to issue  
16 a negative declaration or to determine that an EIR was necessary. Mendocino County knew or  
17 reasonably should have known that Petitioner-Plaintiffs interpreted the County's promise under  
18 the Settlement Agreement to "comply with CEQA" to at least obligate the County to conduct  
19 such an initial study. For example, Mendocino County knew that, in the November 2014 Action,  
20 the Petitioner-Plaintiffs sought exactly this relief, and knew or reasonably should have known that  
21 Petitioner-Plaintiffs would not have agreed to dismiss the November 2014 Action in exchange for  
22 Mendocino County to claim a CEQA exemption.

23 130. On information and belief, at the time it made these representations to Petitioner-  
24 Plaintiffs, Mendocino County either intended to deceive Petitioner-Plaintiffs into believing that it  
25 would comply with CEQA or it intentionally suppressed this fact.

26 131. At the very least, prior to representing that it would comply with CEQA,  
27 Mendocino County either intentionally, recklessly, or negligently failed to investigate whether it  
28 would claim a CEQA exemption for the County's renewal of the IWDM Program. Such a failure

1 to investigate this issue rendered the statement that it would comply with CEQA unwarranted and  
2 untrue. Thus, at the time Mendocino County made these statements, it either knew them to be  
3 false or misleading, or at the very least had no reasonable grounds for believing that the false  
4 statements were true.

5 132. Mendocino County engaged in the above-alleged affirmative misrepresentations  
6 and false promises purposefully, with the intent to induce Petitioner-Plaintiffs to settle the claims  
7 of the November 2014 Action.

8 133. Petitioner-Plaintiffs justifiably relied on the above-alleged affirmative  
9 misrepresentations and false promises by, among other things, entering into the Settlement  
10 Agreement, forgoing their claims against Mendocino County arising out of continued adoption of  
11 the Program, and dismissing their lawsuit against Mendocino County.

12 134. Petitioner-Plaintiffs' justifiable reliance on Mendocino County's  
13 misrepresentations proximately caused Petitioner-Plaintiffs to suffer damages.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Petitioner-Plaintiffs seek judgment as follows:

16 a) For alternative and peremptory Writs of Mandate, commanding Respondent  
17 Mendocino County:

- 18 1. To vacate and set aside approval of the Cooperative Services Agreement  
19 with Wildlife Services, the 2015-2016 Work and Financial Plan, and  
20 IWDM Program;
- 21 2. To prepare and certify a legally adequate EIR for the Agreement, Five Year  
22 CSA, and IWDM Program; and
- 23 3. To suspend any and all activity pursuant to Mendocino County's approval  
24 of the Agreement, Five Year CSA, and IWDM Program, until Mendocino  
County has complied with all requirements of CEQA and all other  
applicable state and local laws, policies, ordinances, and regulations as are  
directed by this Court pursuant to Public Resources Code section 21168.9.

25 b) For a stay, temporary restraining order, preliminary injunction, and permanent  
26 injunction prohibiting any actions by Mendocino County pursuant to its earlier  
27 approvals and contracts relating to the Agreement, Five Year CSA, and Predatory  
28 Animal Control Program until Respondents have fully complied with all  
requirements of CEQA and all other applicable state and local laws, policies,  
ordinances, and regulations;

- 1 c) For a judicial declaration that Mendocino County has violated its statutory  
2 obligations under CEQA;
- 3 d) For specific performance of the Settlement Agreement, including but not limited  
4 to the County's compliance with CEQA (including at least the preparation of an  
5 initial study under CEQA Guidelines § 15063 or an EIR under Cal. Pub.  
6 Resources Code §§ 21083(b)(2) & 21151);
- 7 e) For an award to the Petitioner-Plaintiffs of all applicable costs and the  
8 reimbursement of reasonable attorneys' fees, to the extent permitted by the law;  
9 and
- 10 f) For any other and further relief as the court may deem just and proper.

11 Respectfully submitted,

12 Dated: July 27, 2015

13 WILSON SONSINI GOODRICH & ROSATI  
14 Professional Corporation

15 By:

16 

17 KATHERINE L. HENDERSON

18 CHRISTOPHER D. MAYS

19 MARY PROCACCIO-FLOWERS

20 Attorneys for Petitioners & Plaintiffs  
21 ANIMAL LEGAL DEFENSE FUND,  
22 ANIMAL WELFARE INSTITUTE,  
23 MOUNTAIN LION FOUNDATION,  
24 NATURAL RESOURCES DEFENSE  
25 COUNCIL, INC., PROJECT  
26 COYOTE/EARTH ISLAND INSTITUTE,  
27 CAROL BECKER, and THE CENTER FOR  
28 BIOLOGICAL DIVERSITY



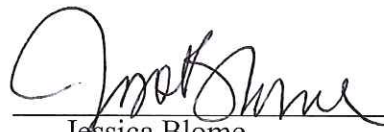
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## VERIFICATION

I am a staff attorney for the Animal Legal Defense Fund, which is a party to this action and am authorized to make this verification for and on its behalf. I have read the Petition and Complaint for Writ of Mandate and know its contents thereof. The matters stated in it are true of my own knowledge except as to those matters that are stated on information and belief, and as to those matters, I believe them to be true.

Executed on July 24<sup>th</sup>, 2015 at Cotati, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Jessica Blome  
Animal Legal Defense Fund

# EXHIBIT A

## **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.

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

Dated: April 2, 2015

ANIMAL LEGAL DEFENSE FUND

By: Just Bone

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: \_\_\_\_\_

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: April 2, 2015

ANIMAL WELFARE INSTITUTE

By: Cathy Liss

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: \_\_\_\_\_

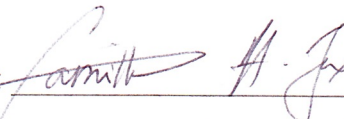
**CONFIDENTIAL  
SETTLEMENT AGREEMENT**

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

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

Dated: April 6, 2015

PROJECT COYOTE

By: 

Its: Executive Director

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

CENTER FOR BIOLOGICAL DIVERSITY

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

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

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

CAROL BECKER

\_\_\_\_\_

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

MENDOCINO COUNTY

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

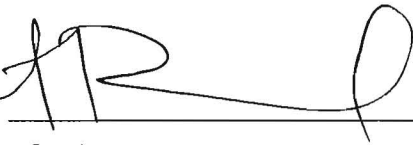
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Dated: \_\_\_\_\_, 2015

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

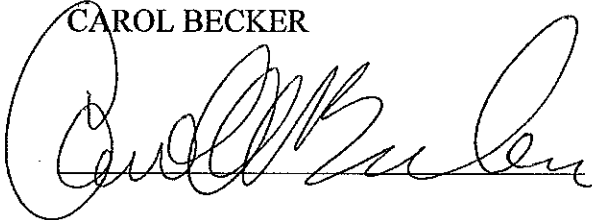
CENTER FOR BIOLOGICAL DIVERSITY

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

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

Dated: April 7, 2015

CAROL BECKER



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

# EXHIBIT B

July 24, 2015

**Via Regular Mail**

Mendocino County Executive Camel J. Angelo  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

Mendocino County Acting County Counsel Douglas L. Losak  
501 Low Gap Road, Room 1030  
Ukiah, CA 95482

**Re: NOTICE OF COMMENCEMENT OF CEQA ACTION**

Dear Mr. Angelo and Mr. Losak:

Please take notice that on July 27, 2015, the Animal Legal Defense Fund, Animal Welfare Institute, Natural Resources Defense Council, Inc., Project Coyote, Center for Biological Diversity, and Mountain Lion Foundation (collectively "Petitioner-Plaintiffs") intend to file a Petition and Complaint for Writ of Mandate compelling Mendocino County to comply with its legal obligations under the California Environmental Quality Act ("CEQA").

This action relates to Mendocino County's approval of a contract and expenditures for a predatory animal damage control program on or around June 16, 2015, with the United States Department of Agriculture Animal and Plant Health Inspection Services' Wildlife Services agency (the "Project"), and its Settlement Agreement with Petitioner-Plaintiffs in April 2015. Because the Project will significantly impact the environment in and around Mendocino County, the County was obligated to conduct an Environmental Impact Report as required by CEQA. For your reference, please see the attached the Petition and Complaint filed in November 2014 on this issue and the parties' Settlement Agreement.

//

//

Camel J. Angelo  
Douglas L. Losak  
July 24, 2015  
Page 2

Regards,



---

Mary Procaccio-Flowers  
Attorney for Petitioners

cc: Carre Brown, 1st District Supervisor  
John McCowen, 2nd District Supervisor  
Tom Woodhouse, 3rd District Supervisor  
Dan Gjerde, 4th District Supervisor  
Dan Hamburg, 5th District Supervisor

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I am employed in Santa Clara County, State of California. I am over the age of 18 years and not a party to the within action. My business address is Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304-1050.

# LETTER RE NOTICE OF COMMENCEMENT OF CEQA ACTION

on the persons listed below by placing true copies thereof enclosed in a sealed envelope with postage fully pre-paid addressed as follows:

Douglas Losak  
Mendocino County Interim County Counsel  
501 Low Gap Road, Room 1030  
Ukiah, CA 95482

Carre Brown  
John McCowen  
Tom Woodhouse  
Dan Gjerde  
Dan Hamburg  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

I certify under penalty of perjury that the foregoing is true and correct. Executed on July 24, 2015 in Palo Alto, California.

Peggy L. Baird