

JUSTIN R. SIMMONS
United States Attorney for
the Western District of Texas

HUIJU JEON
NY Bar No. 5447792
Assistant United States Attorney
U.S. Attorney's Office
601 NW Loop 410, Ste 600
San Antonio, Texas 78216
Tele: (210) 384-7315
Fax: (210) 384-7312

Attorneys for Federal Defendants

TALA DIBENEDETTO
NY Bar No. 5836994
Center for Biological Diversity
P.O. Box 371
Oceanside, NY 11572-0371
Tele: (718) 874-6734, ext. 555

ANDREA ZACCARDI
ID Bar No. 8818
Center for Biological Diversity
P.O. Box 469
Victor, ID 83455
Telephone: (303) 854-7748

Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

CENTER FOR BIOLOGICAL
DIVERSITY,

Plaintiff,

v.

USDA APHIS WILDLIFE SERVICES;
JESSICA FANTINATO, in her official
capacity as Deputy Administrator, USDA
APHIS Wildlife Services; BROOKE L.
ROLLINS, in her official capacity as
Secretary of Agriculture; MICHAEL J.
BODENCHUK, in his official capacity as
State Director of Texas Wildlife Services.

Defendants.

Case No. 5:25-cv-00179-XR

**STIPULATED SETTLEMENT
AGREEMENT**

WHEREAS, Center for Biological Diversity ("Plaintiff") brought claims pursuant to the Administrative Procedure Act ("APA"), 5 U.S.C. §§ 701-706, alleging violations of the National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321-4347, and its implementing

regulations, 40 C.F.R. §§ 1500-1508, against the U.S. Department of Agriculture Animal and Plant Health Inspection Service-Wildlife Services (“APHIS-Wildlife Services” or “APHIS-WS”) and Deputy Administrator Jessica Fatinato, in her official capacity; and Secretary Brooke L. Rollins, in her official capacity (“Defendants”).

WHEREAS, Plaintiff’s claims allege that APHIS-Wildlife Services is violating NEPA and the APA by failing to supplement its NEPA analysis for Texas’ Fort Stockton, Uvalde, and Corpus Christi Districts;

WHEREAS, Plaintiff’s position is that significant new circumstances and information have emerged since APHIS-Wildlife Services prepared its 2014 Environmental Assessments (“EA”) for Predator Damage Management (“PDM”) in the Fort Stockton and Uvalde Districts of Texas, its 2015 Decisions and Findings of No Significant Impact (“FONSI”) for PDM in the Fort Stockton and Uvalde Districts of Texas, and its 2016 EA and Decision and FONSI for PDM in the Corpus Christi District of Texas;

WHEREAS, Plaintiff and Defendants (jointly, “the Parties”) have engaged in good faith settlement negotiations in an effort to avoid the time and expense of further litigation;

WHEREAS, Plaintiff and Defendants believe that it is in the interests of the Parties and judicial economy to resolve the claims in this action without additional litigation;

NOW THEREFORE, it is stipulated and agreed to by the Parties as follows:

1. NEPA Review. Within twelve months from the effective date of this Stipulated Settlement Agreement (“Agreement”), APHIS-Wildlife Services will complete its final EA and issue either: (a) the resulting decision notice/FONSI; or (b) a finding of potential significance and plan to prepare an Environmental Impact Statement (“EIS”) for Predator Damage Management in Texas.

2. APHIS-Wildlife Services commits to the following: Except activities for the protection of health and human safety,¹ activities targeting invasive species, and activities on behalf of threatened and endangered species, between the date that this Agreement is executed and the date that a decision notice/FONSI is signed or an EIS is completed, APHIS-Wildlife Services agrees to the following interim measures for PDM in the Fort Stockton, Uvalde, and Corpus Christi Districts:

- a. APHIS-WS will ensure neck snares are set to a loop size of 10-inches in diameter or less in the Fort Stockton, Uvalde, and Corpus Christi Districts;
- b. APHIS-WS will refrain from setting any conibear traps (traps designed to capture an animal's entire body) in the Fort Stockton, Uvalde, and Corpus Christi Districts;
- c. APHIS-WS will refrain from using hunting dogs for PDM in the Fort Stockton, Uvalde, and Corpus Christi Districts, except in the unusual circumstance of locating coyotes already caught in traps that have been dragged from the original trap location;
- d. APHIS-WS will refrain from using foot snares in the Fort Stockton, Uvalde, and Corpus Christi Districts;
- e. APHIS-WS will refrain from setting leghold traps with jaw spread larger than 6 inches in the Fort Stockton, Uvalde, and Corpus Christi Districts;
- f. APHIS-WS will not conduct any PDM activities on federal public lands in the Fort Stockton, Uvalde, and Corpus Christi Districts; and
- g. APHIS-WS will not target mountain lions in the Corpus Christi and Fort Stockton Districts.

¹ If APHIS-Wildlife Services undertakes activities for health and human safety that implicate any of the interim measures, APHIS-Wildlife Services agrees to provide Plaintiff a fiscal year report of the number and circumstances surrounding such activities by January 1 of the next fiscal year, provided that a NEPA decision document has not been issued prior to the January 1 deadline.

3. Definitions. The Parties agree that the following terms used in this Agreement have the following definitions:

- a. The term “Predator Damage Management” and “PDM” means wildlife damage management activities in the State of Texas as analyzed in the 2014 and 2016 EA for Predator Damage Management in the Fort Stockton, Uvalde, and Corpus Christi Districts of Texas.
- b. The term “Fort Stockton District” is defined as areas within the boundaries of the following counties: El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster, Terrell, Crocket, Reagan, Upton, Pecos, Reeves, Ward, Winkler, and Loving.
- c. The term “Uvalde District” is defined as areas within the boundaries of the following counties: Val Verde, Sutton, Edwards, Real, Kinney, Uvalde, Maverick, Zavala, and Dimmit.
- d. The term “Corpus Christi District” is defined as areas within the boundaries of the following counties: Frio, Atascosa, Wilson, McMullen, Karnes, Bee, LiveOak LaSalle, Webb, Duval, Jim Wells, San Patricio, Nueces, Kleberg, Kenedy, Brooks, Jim Hogg, Zapata, Starr, Hidalgo, Willacy, and Cameron.
- e. The term “protection of health and human safety” is defined as activities, in response to a request received from any peace officer, to include, but not limited to, Texas Parks and Wildlife Law Enforcement, Texas Highway Patrol, U.S. Fish and Wildlife Law Enforcement, state and county park rangers, county sheriff offices, city police offices, and city/county animal control offices, regarding wildlife that demonstrate aggressive action that has resulted in physical contact with a human or exhibits an immediate threat to public health and safety, given the totality of the circumstances. “Immediate threat” refers to wildlife that exhibits one or more aggressive behaviors directed toward a person that is not reasonably believed to be due to the presence of responders. “Public safety” includes situations where wildlife remains a threat despite efforts to allow or encourage it through active means to leave the area.

- f. The term “activities on behalf of threatened and endangered species” is defined as activities conducted at the direction of, and with the concurrence of, U.S. Fish and Wildlife Service or Texas Parks and Wildlife Department on behalf of federally or state listed threatened or endangered species.
4. Modification. This Agreement may be modified by written stipulation between the Parties. As an example, the Parties may agree to modify the deadline for completion of the Final EA or EIS in Paragraph 1 of this Agreement for good cause. In the event that either Party seeks to modify the terms of this Agreement, the Party seeking the modification will confer at the earliest possible time with the other Party.
5. Subsequent NEPA Challenges. Nothing in this Agreement precludes any challenge by Plaintiff to the validity or sufficiency of future NEPA analyses. Such challenges shall be made only upon completion of the entire NEPA process following the issuance of APHIS-Wildlife Services’ Final EA or EIS, and the corresponding decision, for PDM in Texas.
6. Dispute Resolution. In the event of a dispute among the Parties concerning the interpretation or implementation of any aspect of this Agreement, the disputing Party shall provide the other Party with a written notice outlining the nature of the dispute and requesting informal negotiations. The Parties shall meet and confer by phone or in person to attempt to resolve the dispute. If the Parties cannot reach an agreed-upon resolution after 60 days following receipt of a written notice requesting informal negotiations, or such longer time agreed to by the Parties, any Party may initiate legal action to resolve the dispute. No motion or other proceeding seeking to enforce this Agreement shall be properly filed unless the Party seeking to enforce this Agreement has followed the procedure set forth in this Paragraph, and the Party believes there

has been noncompliance with an order of the Court. In addition, this Agreement shall not be enforceable through a proceeding for contempt of court.

7. Representative Authority. The undersigned representatives of Plaintiff and Defendants certify that they are fully authorized by the Party or Parties whom they represent to enter into the terms and conditions of this Agreement and to legally bind those Parties to it.

8. Compliance with Other Laws. Nothing in this Agreement shall be interpreted as, or shall constitute, a commitment or requirement that Defendants obligate or pay funds, or take any other actions in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law. Nothing in this Agreement shall be construed to deprive a federal official of authority to revise, amend, or promulgate regulations, or to amend or revise land and resource management plans. Nothing in this Agreement is intended to, or shall be construed to, waive any obligation to exhaust administrative remedies; to constitute an independent waiver of the United States' sovereign immunity; to change the standard of judicial review of federal agency actions under the APA; or to otherwise extend or grant this Court jurisdiction to hear any matter, except as expressly provided in the Agreement.

9. Mutual Drafting and Other Provisions.

a. It is hereby expressly understood and agreed that this Agreement was jointly drafted by the Parties. Accordingly, the Parties hereby agree that any and all rules of construction, to the effect that ambiguity is construed against the drafting party, shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of the Agreement.

b. This Agreement contains all of the agreements between the Parties and is intended to be and is the final and sole agreement between the Parties concerning the complete and final resolution of Plaintiff's claims. The Parties agree that any other prior or contemporaneous

representations or understandings not explicitly contained in this Agreement, whether written or oral, are of no further legal or equitable force or effect. Any subsequent modifications to this Agreement must be in writing, and must be signed and executed by the Parties.

c. This Agreement is the result of compromise and settlement, and does not constitute an admission, implied or otherwise, by the Parties to any fact, claim, or defense on any issue in this litigation. This Agreement has no precedential value and shall not be used as evidence either by Defendants or Plaintiff in any other litigation except as necessary to enforce the terms of this Agreement.

10. Force Majeure. The Parties understand that notwithstanding their efforts to comply with the commitments contained herein, events beyond their control may prevent or delay such compliance. Such events may include natural disasters as well as unavoidable legal barriers or restraints, including those arising from actions of persons or entities that are not party to this Agreement.

11. Attorneys' Fees and Costs. The Parties have agreed to settle any and all of Plaintiff's claims for attorneys' fees, costs, and expenses associated with this litigation for a lump sum of \$9,270.74. This Agreement represents the entirety of the undersigned Parties' commitments with regard to settlement of claims for attorneys' fees, costs, and expenses.

- a. Defendants agree to pay Plaintiff \$9,270.74 in full and complete satisfaction of any and all claims, demands, rights, and causes of action pursuant to the Equal Access to Justice Act ("EAJA"), 28 U.S.C. § 2412(d), and/or any other statute and/or common law theory, for any and all attorneys' fees, costs, and expenses incurred for or in this litigation.

- b. Defendants' payment as identified in Paragraph "a." above, will be accomplished by electronic fund transfer into the Plaintiff Center for Biological Diversity's bank account on behalf of Plaintiff in accordance with information that has been provided to Defendants. Plaintiff's counsel will provide the appropriate account number, tax identification, and other information needed to facilitate payment to undersigned counsel for Defendants. Defendants will submit the paperwork for the payment within thirty (30) business days after this Agreement is approved by the Court or Plaintiff provides the necessary information as required by this paragraph to facilitate the payment, whichever is later. Plaintiff's counsel will notify undersigned counsel for Defendants when payment is received.
- c. Plaintiff agrees that receipt of the full amount specified in Paragraph "a." above will operate as a release of any and all claims for attorneys' fees and costs that Plaintiff has incurred for or in this litigation.
- d. Plaintiff and its attorneys agree to hold harmless Defendants in any litigation, further suit, or claim arising from the payment of the agreed-upon \$9,270.74 settlement amount, other than for an allegation of Defendants' breach of Paragraph 11 of this Agreement.

12. Offsetting Debts. Under 31 U.S.C. §§ 3711, 3716; 26 U.S.C. § 6402(d); 31 C.F.R. §§ 285.5, 901.3; and other authorities, the United States will offset against the payment made pursuant to this Agreement Plaintiff's delinquent debts to the United States, if any. *See Astrue v. Ratliff*, 560 U.S. 586 (2010).

13. Dismissal. Concurrently with this Agreement, the Parties shall file a Joint Motion for entry of the Agreement as an Order of the Court and asking that the Court retain jurisdiction for the limited purposes of overseeing compliance with the terms of this Agreement and to resolve any disputes arising under this Agreement and any motions to modify any of its terms. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994). With this limited exception, the Parties will file a Stipulation of Voluntary Dismissal with prejudice within seven business days of this Court's entry of the Agreement as an Order of the Court.

14. Effective Date. The terms of this Agreement shall become effective upon execution of this Agreement. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute the same instrument. Facsimile or scanned signatures submitted by electronic mail shall have the same effect as an original signature in binding the Parties.

DATED this 4th day of December, 2025.

Respectfully submitted,

JUSTIN R. SIMMONS
United States Attorney

/s/ Huiju Jeon
HUIJU JEON
Assistant United States Attorney
New York State Bar No. 5447792
U.S. Attorney's Office
601 NW Loop 410, Ste 600
San Antonio, Texas 78216
(210) 384-7315 (phone)
(210) 384-7312 (fax)
Huiju.jeon@usdoj.gov

Attorneys for Federal Defendants

/s/ Tala Dibenedetto
TALA DIBENEDETTO

Center for Biological Diversity
NY Bar No. 5836994
P.O. Box 371
Oceanside, NY 11572-0371
Tele: (718) 874-6734, ext. 555
tdibenedetto@biologicaldiversity.org

ANDREA ZACCARDI
Center for Biological Diversity
ID Bar No. 8818
P.O. Box 469
Victor, ID 83455
Tele: (303) 854-7748
azaccardi@biologicaldiversity.org

Attorneys for Plaintiff