

1 [NAMES AND ADDRESSES OF COUNSEL
2 APPEAR ON SIGNATURE PAGES]

3
4 **UNITED STATES DISTRICT COURT**
5 **NORTHERN DISTRICT OF CALIFORNIA**

6 RESOURCE RENEWAL INSTITUTE;
7 CENTER FOR BIOLOGICAL
8 DIVERSITY; and WESTERN
9 WATERSHEDS PROJECT,

10 Plaintiffs,

11 v.

12 NATIONAL PARK SERVICE, a federal
13 agency,

14 Defendant,

15 POINT REYES SEASHORE RANCHERS
16 ASSOCIATION,

17 and

18 DAN AND DOLORES EVANS AND JULIE
19 EVANS ROSSOTTI (PRNS HISTORIC H
20 RANCH AND K RANCH); ROBERT J. AND
21 RUTH McCLURE (PRNS HISTORIC I
22 RANCH); TIM, TOM, MIKE, EMILY,
23 JANELLE, JUSTIN, ANNE AND TIM JR.
24 KEHOE (PRNS HISTORIC J RANCH);
BETTY, TIM AND JACKIE NUNES-
HEMELT (PRNS HISTORIC A RANCH,
D RANCH AND E RANCH), collectively
INDIVIDUAL RANCHERS,

Intervenor-Defendants.

Case No. 3:22-cv-145-MMC

**NOTICE OF SETTLEMENT; AND
STIPULATION AND JOINT
ADMINISTRATIVE MOTION TO
STAY LITIGATION PENDING
IMPLEMENTATION OF
SETTLEMENT**

1 The parties to the above-entitled action, by and through their undersigned counsel of
2 record, respectfully give notice to this Court that they have reached a settlement in this matter,
3 and they stipulate and jointly move the Court to administratively stay this litigation until October
4 21, 2026, to allow time for implementation of the settlement, as follows:

5 **I. Notice of Settlement**

6 As the Court is aware, the parties have been pursuing private mediation with mediator
7 Bradley O'Brien of O'Brien Conflict Resolution since July 2022, shortly after this case was
8 filed; and the Court has granted the parties' prior stipulations to stay the litigation to allow the
9 mediation to proceed. *See* ECF Nos. 29, 55, 61, 65, 68, 71, 74, 99, 107, and 123. The Court
10 granted the most recent stipulation on November 18, 2024, continuing the existing stay of
11 litigation and rescheduling the Initial Case Management Conference until January 10, 2025. ECF
12 No. 123.

13 Through the confidential mediation process, the parties successfully reached a
14 comprehensive settlement of this matter and executed a Settlement Agreement effective as of
15 January 8, 2025. The Settlement Agreement does not require this Court's approval and thus will
16 not be filed with the Court.¹ However, the parties advise the Court that the Settlement Agreement
17 includes the following key terms and conditions:

18 1. The Intervenors who operate twelve beef and dairy ranches at Point Reyes
19 National Seashore have voluntarily agreed to relinquish their lease/permits and any and all
20 claims to future ranching leases at the Point Reyes National Seashore pursuant to agreements
21 signed with, and compensation from, a third-party participant in the mediation, the Nature
22
23

24 ¹ A copy of the Settlement Agreement is available on the National Park Service's website at:
<http://go.nps.gov/pore/gmpa>.

1 Conservancy. Those agreements provide approximately fifteen (15) months for those ranchers to
2 wind-down their operations and depart from Point Reyes National Seashore;

3 2. Defendant National Park Service (NPS) has issued a Revised Record of Decision
4 (ROD) that recognizes the non-federal, voluntary decisions of all dairy ranches and most beef
5 ranches at Point Reyes National Seashore to close. The Revised ROD adopts an updated General
6 Management Plan Amendment to govern the future management of approximately 28,000 acres
7 of federal land within the Point Reyes National Seashore and adjoining lands in the Golden Gate
8 National Recreation Area (GGNRA);

9 3. Under the Revised ROD, NPS may issue long-term leases for two remaining beef
10 ranches at Point Reyes National Seashore that are leased by ranchers who are not parties to this
11 litigation and to seven beef ranches at GGNRA who are parties to the litigation;

12 4. As part of the wind down process for the ranches that are closing, ranch
13 employees will receive transition assistance. Because the wind down process will take more than
14 one year, the tenants will have ample notice of the ranch closure date. In addition, they will be
15 provided with housing relocation services at no cost from a local non-profit, financial
16 compensation, and job placement assistance. Ranch employees will also receive severance
17 benefits from their employers. The parties to the Settlement Agreement have been conferring
18 with counsel for many of the ranch tenants on these issues.

19 5. Once Plaintiffs receive notice that all Intervenor ranchers who entered into
20 agreements with TNC have completed their obligations to wind down their operations and depart
21 Point Reyes National Seashore, Plaintiffs will file a Joint Stipulation of Dismissal with Prejudice
22 pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), providing for dismissal with
23 prejudice of all claims in this litigation and with all parties to bear their own fees and costs.
24

1 **II. Stipulation and Administrative Motion to Stay Litigation Pending**
2 **Implementation of Settlement Agreement.**

3 In light of the Settlement Agreement provisions and process noted above, the parties
4 jointly stipulate and administratively move the Court to stay this litigation until October 21,
5 2026, in order to allow time for full implementation of the Settlement Agreement and the
6 voluntary departures of the Intervenor ranchers at Point Reyes National Seashore. During the
7 stay, the parties will provide the Court with status reports every four months on their progress.

8 Staying this litigation for the requested period to allow full implementation of the parties'
9 settlement will best serve the interests of conserving scarce judicial and party resources and
10 avoid needless litigation in this matter.

11 The parties recognize that there is a pending motion to intervene by the Proposed Doe
12 Intervenor, which the Court is scheduled to resume hearing on January 10, 2025. Plaintiffs and
13 NPS maintain their position that the Court should deny the motion to intervene for the reasons
14 previously briefed and argued. In addition, the parties respectfully submit that their
15 comprehensive settlement—which includes provisions for compensation and relocation
16 assistance to ranch workers and tenants of ranches that are set to close—moots the Proposed Doe
17 Intervenor's request to participate in settlement discussions that have now concluded.

18 Accordingly, the Court should grant the requested administrative stay of this litigation
19 until October 21, 2026, and require the parties to file status reports every four months. A
20 proposed form of order to approve this stipulation is submitted herewith.

21 **IT IS SO STIPULATED.**

22 Dated: January 8, 2025

Respectfully submitted,

23 /s/ Elizabeth H Potter

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