

**SETTLEMENT AGREEMENT BETWEEN CONSERVATION GROUPS AND
P4 PRODUCTION, L.L.C.**

***Center for Biological Diversity, et al, v Bureau of Land Management, et al., and P4
Production, L.L.C., Nos. 23-2819, 23-2823 (9th Cir.); District Court case no: 4:21-cv-00182-
BLW (D. Idaho)***

RECITALS

WHEREAS, Plaintiff Center for Biological Diversity is an environmental nonprofit with headquarters in Tucson, Arizona, Plaintiff Western Watersheds Project is an environmental nonprofit with headquarters in Hailey, Idaho, and Plaintiff WildEarth Guardians is an environmental nonprofit with headquarters in Santa Fe, New Mexico (collectively “Conservation Groups”); and

WHEREAS, P4 Production, L.L.C. (“P4”) is a phosphate mining company and elemental phosphorus processor that has operated in Soda Springs, Idaho for over 65 years; and

WHEREAS, P4 holds Bureau of Land Management (“BLM”) federal phosphate leases in the Caldwell Canyon area under the Mineral Leasing Act, 30 U.S.C. §§ 211-14, issued between 1949 and 1966; and

WHEREAS, in 2017, P4 submitted to BLM P4’s Mine and Reclamation Plan (“Mine Plan”) for the Caldwell Canyon Mine leases and a contiguous state mineral lease, in which P4, pursuant to BLM regulations, proposed, among other things, to develop the phosphate ore resources on those federal leases, develop ancillary haul and access roads, ore holding/loading area, an office/shops complex, and seek modification of the boundaries of some of its federal leases for more efficient ore recovery and to access federal surface and mineral rights; and

WHEREAS, in 2019, BLM approved P4’s Mine Plan for the new Caldwell Canyon phosphate ore mine approximately 13 miles northeast of Soda Springs, Idaho and issued the Caldwell Canyon Mine Project Record of Decision (“ROD”), along with granting rights-of-way

across BLM land for haul and service roads and a utilities corridor and a Phosphate Use Permit for a service road improvement, and approved modifications to P4's Caldwell Canyon federal phosphate leases; and

WHEREAS, in April 2021, Conservation Groups filed a Complaint, as later amended, in federal district court in the District of Idaho in the district court case name and number identified above, seeking federal judicial review under the Administrative Procedure Act and alleging that the ROD and final environmental impact statement ("FEIS") violated the National Environmental Policy Act ("NEPA"), the Federal Land Policy and Management Act, and the Clean Water Act; and

WHEREAS, on January 24, 2023, the district court granted Conservation Groups summary judgment on three of their six NEPA claims and on one of their three FLPMA claims, ruled for P4 and BLM on the Conservation Groups' other claims, and on June 2, 2023, the district court issued a decision and order vacating the ROD, the FEIS, and all of BLM's decisions made in reliance on those documents, and on July 31, 2023, issued a final judgment that remanded the case to BLM for further proceedings; and

WHEREAS, on October 11, 2023, P4 timely appealed the district court's January 24, 2023 decision and order granting partial summary judgment to Plaintiffs, the June 2, 2023 remedies memorandum decision and order; and the July 31, 2023 final judgment to the Ninth Circuit Court of Appeals and the Conservation Groups cross-appealed (collectively "the Litigation"); and

WHEREAS, the Parties agreed to participate in the Ninth Circuit Court of Appeals' mediation and settlement program; and

WHEREAS, P4 has submitted a Revised Mine and Reclamation Plan to BLM in November 2023, as revised in January 2024 (“RMRP”), for the development, operation, maintenance, reclamation, and termination of the Caldwell Canyon Mine and BLM is reviewing that revised plan under NEPA, FLPMA, and other relevant laws and regulations, and preparing an Environmental Impact Statement (“EIS”) in support of its agency decisions on remand, which EIS process is identified by BLM as DOI-BLM-ID-I000-2024-0001-EIS; and

WHEREAS, Conservation Groups and P4 have, in good faith, reached agreement through the mediation process on various measures and terms to resolve the Litigation; and

NOW, THEREFORE, in consideration of the above, the amounts to be paid hereunder, and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Conservation Groups and P4 (hereafter, the “Parties”) agree to the following terms and conditions of the settlement:

SETTLEMENT TERMS AND CONDITIONS

I. SETTLEMENT CONTRIBUTIONS AND ACTIONS

1. Sage-Grouse Compensatory Mitigation

a. P4 will contribute \$5,100,000 to a trust fund for greater sage-grouse (“GRSG”) habitat restoration or conservation. Funds will be transferred via an escrow agent as provided for in Paragraph I.8. of this Agreement.

b. Conservation Groups and P4 will coordinate on trust fund establishment or designation (of designee for receipt of funds) and in describing to BLM the requirements for use of the funds for compensatory mitigation funding for consideration by BLM to incorporate this compensatory mitigation into its GRSG compensatory mitigation process in its Environmental

Impact Statement (“EIS”) review and potential ROD mitigation requirements if BLM approves P4’s Caldwell Canyon Mine Revised Mine and Reclamation Plan. The ultimate selection of the designee for receipt of funds will be in Conservation Groups’ sole discretion, so long as such selection and designation of the compensatory mitigation funding are consistent with and used on efforts to restore, protect, enhance, or increase habitat for GRSG, including any related administrative, assessment, and insurance costs. P4 will otherwise not be involved in the management or administration of the trust fund. The trust fund will be administered by a third party, in consultation with the Conservation Groups and consistent with this paragraph I.1.b. and the overall purposes of the use of the funding amounts provided in this paragraph as part of the compensatory mitigation funding from P4 for the Caldwell Canyon Mine Project; provided that P4 may contact the administrator of the trust fund to confirm receipt of the funds and provided further that Conservation Groups will provide BLM and P4 with summary-level annual reports of expenditures from the trust fund on or before each annual anniversary of the date the funds are received until the funds are exhausted. The form and content of annual reports of expenditures from the trust fund will be consistent with any reporting or information requirements of BLM, and otherwise in Conservation Groups’ sole discretion.

2. Sage-Grouse Survey Funding

P4 will contribute \$300,000 for sage-grouse presence or population surveys administered by a third party in consultation with Conservation Groups. Funds will be transferred via an escrow agent as provided for in Paragraph I.8. of this Agreement. Conservation Groups agree that the survey results will be shared with BLM and P4 within six months of becoming available and no more often than annually until the funds are exhausted.

3. Operational Terms

a. P4 will refrain from rail traffic to or from the Caldwell Canyon mine prior to April 27 each calendar year.

b. P4 will ensure that no repeated or sustained noise emanating from within the Caldwell Canyon Mine project boundary will cause an increase greater than 10 dBA above ambient at the Dry Valley lek from 6pm to 9am, March 15 to May 15, unless and until the Dry Valley lek location 3C040 satisfies the definition of an inactive or unoccupied lek under the then-applicable BLM GRSG Approved Resource Management Plan Amendment for Idaho (“ARMPA”), or otherwise no longer implicates required BLM management actions under the then-applicable ARMPA. For the purposes of this paragraph, “Caldwell Canyon Mine project boundary” is as depicted in Figure 2-1 of the RMRP, or any equivalent superseding map that the Parties agree in writing to substitute.

c. P4 will retain a qualified consultant to evaluate and propose selenium dust mitigation measures at the mine site ore handling and storage area including a tree buffer for the ore stockpile and handling facilities. P4 will implement any technically and economically feasible dust mitigation measures recommended by the consultant. Feasibility will be determined in P4’s sole discretion.

4. Conservation Corridor

P4 will contribute \$2,430,000 to a third-party land trustee to be designated by Conservation Groups, which funding will be used to (a) acquire in fee simple and (b) protect in perpetuity, connected land with the goal of securing connectivity of 750 acres or more of Conifer, Aspen, and/or Riparian/Wetland cover types in a location generally southeast of the Caldwell Canyon Project in Idaho or adjoining contiguous areas of Wyoming or Utah. Funds

will be transferred via an escrow agent as provided for in paragraph 8 of this Agreement. This Conservation Corridor condition is intended to be part of the overall mitigation agreed to between the Parties in this Agreement as referenced in paragraph I.5. below and elsewhere, and the Conservation Groups agree that their designation of the third-party trustee and instructions to the third-party trustee for the use of the funds will be consistent with this paragraph I.4. and the overall purposes of the use of the funding amounts provided in this paragraph as part of the compensatory mitigation funding from P4 for the Caldwell Canyon Mine Project.

5. Integration with BLM Process

a. Prior to BLM's issuance of the draft EIS for DOI-BLM-ID-I000-2024-0001-EIS, P4 will submit the mitigation and operational terms, conditions, and provisions established in this Agreement, paragraphs I(1) through I(4), to BLM for consideration in the ongoing EIS process for DOI-BLM-ID-I000-2024-0001-EIS, and will request that BLM formally consider such terms, conditions and provisions as a part of BLM's consideration of P4's Caldwell Canyon project proposal. BLM has acknowledged to P4 and Conservation Groups that an integral component of the Parties' settlement is that BLM will consider the terms and conditions of the mitigation components, Project operational conditions, and Greater Sage-Grouse survey research funding of this Agreement in an action alternative or alternatives in the EIS process for DOI-BLM-ID-I000-2024-0001-EIS.

b. P4 agrees that, as of the effective date of this Agreement, it will not submit or propose, or otherwise support, during the pendency of the EIS process for DOI-BLM-ID-I000-2024-0001-EIS, any modification to the RMRP that would result in (a) substantially greater adverse environmental effects (including a materially greater geographic scope or extent of disturbance); (b) materially less mitigation or environmental conservation measures (including

without limitation water management, cultural resources, or other environmental conservation measures) than are associated with the Caldwell Canyon Mine Project as described in the RMRP; or (c) less mitigation or environmental conservation measures than provided for in this Agreement; *provided that* P4 may respond to data, information and other requests from the BLM in furtherance of the NEPA process for the Project, including but not limited to, with respect to potential project impacts from the Proposed Action and alternatives, mitigation or other environmental conservation measures and that such submissions shall not constitute a breach of this Agreement.

6. Project Scope

a. P4 agrees not to pursue or implement a BLM-approved action alternative that would result in (a) substantially greater adverse environmental effects (including a materially greater geographic scope or extent of disturbance); (b) materially less mitigation or environmental conservation measures (including without limitation water management, cultural resources, or other environmental conservation measures) than are associated with the Caldwell Canyon Mine Project as described in the RMRP; or (c) less mitigation or environmental conservation measures than provided for in this Agreement, provided that P4 may pursue or implement that portion of a BLM-approved action alternative that is consistent with the RMRP and with this Agreement.

Provided however, that if the BLM selects one of the following action alternatives in the Record of Decision: (i) Modified Dry Valley Area Haul Road/Access Road/Utility Corridor to Avoid BLM40 and No Issuance of a Phosphate Use Permit Associated with the Caldwell Canyon Service Road; (ii) No Federal Lease Modifications; or (iii) Avoid GRSB General Habitat Management Areas (“GHMA”), such action will not be considered to result in “substantially

greater adverse environmental effects” for the purposes of this paragraph and will be considered to be consistent with the terms and provisions of this Agreement.

b. P4 further agrees that if it develops the Caldwell Canyon Mine Project as described in the RMRP, or any significant portion thereof subject to federal jurisdiction, P4 will fund and implement the full scope of the compensatory mitigation, research, and other measures provided for in this Agreement, and Conservation Groups agree that that the terms of the waiver, release, and covenant not to sue from Conservation Groups would apply to such Caldwell Canyon Mine Project development as well.

7. Attorney Fees

P4 will pay into escrow as established under Paragraph I.8. a total sum of \$400,000 as payment of the Conservations Groups’ attorney fees and expenses associated with the negotiation and implementation of the settlement, to be allocated among the counsel for the three Conservation Groups as they determine and direct in the escrow instructions to the escrow agent under Paragraph I.8. The funds will be transferred to the Conservations Groups from the escrow account established under Paragraph I.8 consistent with the instructions provided for that escrow account.

8. Escrow

Within 30 days of the effective date of the Settlement Agreement, P4 will transfer a total of \$8,230,000 to an escrow agent (“Escrow Holder”) specified by P4, with notice to Conservation Groups after the Settlement Agreement is executed, to be held in an interest-bearing account and administered according to the following instructions:

- A.** If (i) BLM reaches a ROD for DOI-BLM-ID-I000-2024-0001-EIS selecting any alternative other than the “no action” alternative, (ii) issues a Notice to Proceed to

P4, and (iii) following the issuance of such Notice to Proceed, P4 provides notification to BLM, the Conservation Groups, and the Escrow Holder that P4 will pursue the Caldwell Canyon Mine Project under the ROD, then the Escrow Holder shall disburse the escrow funds to the Trust Fund, Land Trust, and Conservation Groups as further specified in instructions to be provided to the Escrow Holder by the Parties at the time of the establishment of the Escrow to include the (i) designated recipient for each group of funds or provision for future designation of such recipients if designees are not established at the time of the establishment of the Escrow, and (ii) the specific amount of funds for each recipient, consistent with the provision of this Agreement outlined above. P4 shall provide a notification under this paragraph 8.A. as soon as reasonably practicable and no less than seven days before commencing any activity authorized under the ROD.

B. If the above conditions for disbursing the escrow funds have not occurred by July 1, 2030, and P4 notifies BLM, the Conservation Groups, and the Escrow Holder that P4 will not pursue the Caldwell Canyon Mine Project under the Revised Mine and Reclamation Plan submitted for DOI-BLM-ID-I000-2024-0001-EIS, then the escrow funds shall be returned to P4.

C. The Parties may, upon mutual and written agreement, provide supplemental or amended instructions to the Escrow Holder.

9. Release and Waiver by Conservation Groups

a. Commencing on the effective date of this Settlement Agreement, Conservation Groups agree not to bring, assist any other person or entity in bringing, or join any other person or entity in any administrative or judicial proceeding asserting, providing, or submitting (i) adverse comments to BLM, or to any other federal, state, or local government agency concerning any approval, permit, or authorization for the Caldwell Canyon Mine; (ii) any claim or cause of action against P4, BLM, or any other federal, state, or local government agency concerning any approval, permit, or authorization for the Caldwell Canyon Mine; or (iii) any claim or cause of action concerning the construction, operation, management, or implementation of the Caldwell Canyon Mine of whatever nature (collectively “Comments or Claims”), except as may be specifically provided below. Nor will Conservation Groups solicit or encourage other persons or entities to either pursue or file Comments or Claims; or materially support, by funding, providing technical, administrative, or legal assistance, or otherwise, such Comments or Claims pursued or filed by another person or entity. *Provided, however,* that any of the Conservation Group organizations may (i) comment upon, or bring administrative or judicial proceedings arising from, an alleged breach by P4 of this Settlement Agreement or an alleged breach by P4 of any of the conditions or requirements imposed by any federal, state, or local agency in approving the construction, development, operation, or maintenance of the Caldwell Canyon Mine; (ii) comment upon, or bring administrative or judicial proceedings arising from, any BLM, or other federal, state, or local government agency decision or action concerning the Caldwell Canyon Mine made after the BLM Record of Decision (ROD) for DOI-BLM-ID-I000-2024-0001-EIS (Caldwell Canyon Revised Mine and Reclamation Plan EIS) that is not consistent with the RMRP, or component thereof; (iii) pursue or file a citizen-suit action against P4 under the federal

Clean Water Act, 33 U.S.C. § 1365; or (iv) reference the Caldwell Canyon project in comments or proceedings related to undertakings other than the Caldwell Canyon Mine. In any administrative or judicial proceeding brought by any of the Conservation Groups or persons acting on behalf of the Conservation Groups under subparagraphs (i) through (iv) of this paragraph, P4 reserves all defenses and positions in such proceeding except that this Settlement Agreement precludes the commencement of such an action by the Conservation Groups or persons acting on behalf of the Conservation Groups. Provided further, that nothing in this agreement prohibits Conservation Groups from commenting on, or bringing or participating in any administrative, legislative, or judicial proceeding concerning, actions by any governmental authorities that are generally applicable and not specific to the development, operation, or maintenance of the Caldwell Canyon Mine consistent with the RMRP, or from assisting or joining any other person or entity in doing so.

b. The above covenants, waiver, release, and terms apply to Conservation Groups, and each of them, as an organization, as well as the members of the board of directors of each Conservation Group organization and to each Conservation Group organization's staff and volunteers when acting on behalf of the Conservation Group organization.

10. Dispute Resolution—Mediation

All disputes arising under this Agreement, if not resolved by negotiation between the Parties, shall be subject to non-binding mediation before the U.S. Ninth Circuit Court of Appeals Mediation Program Office. If no Mediator from the Ninth Circuit's Mediation Program is available, then the Parties shall endeavor to mutually agree on an independent third-party mediator within 35 days of the other Party's receipt of the demand for mediation, or as such period may be extended by mutual written agreement of the Parties. Any demand for mediation

shall be made in writing and served upon the other Party pursuant to the Notice Provisions of this Agreement. The demand shall set forth with reasonable specificity the basis of the dispute and the relief sought. The Parties will meet and confer within 30 days of the written demand and endeavor in good faith to resolve the dispute by themselves. If the Parties are unable to resolve the dispute by themselves, the mediation hearing will occur at a time and in a manner convenient to the parties and the Mediator, within 30 days of confirmation of the availability and selection, if appropriate, of the Mediator (if the Mediator is not a Ninth Circuit Mediation Program Office Mediator as indicated above). The Parties shall bear their own costs and expenses associated with the mediation and shall share equally any costs and expenses of the Mediator if applicable, provided that Conservation Groups cost- and expense-sharing obligations will not exceed \$4,500 (aggregate for the three Groups together). No filing of a judicial action to enforce any provision of this Agreement or resolve any dispute under this Agreement may be commenced or submitted by either Party without first submitting the dispute to this mandatory pre-litigation dispute resolution and mediation process pursuant to this section.

II. DISMISSAL OF LITIGATION

Based on the terms of this Settlement Agreement set forth herein, Conservation Groups and P4 mutually agree to, within 10 days of the date this Agreement is last executed below, dismiss the appeals in Nos. 23-2819 and 23-2824 (9th Cir.) by the execution and filing of a joint motion for voluntary dismissal substantially in the form provided in Exhibit A to this Agreement.

III. GENERAL PROVISIONS

a. No Admission of Liability or Precedent.

The Parties execute this Settlement Agreement solely for the purpose of compromising and settling this Litigation; it is entered into by the Parties to avoid the expense and risk inherent

in any litigation; and it does not constitute an admission of wrongdoing or liability by any Party. This Settlement Agreement (including the Recitals) is not, and shall not constitute or be construed as a finding, adjudication, admission against interest, or acknowledgement of any fact, law, or liability, nor shall it be construed as an admission of violation of any law, rule, or regulation or wrongdoing or liability by any of the Parties with respect to any fact or issue involved in any pending or future administrative proceeding or litigation. Neither this Settlement Agreement nor evidence of any negotiations in connection therewith shall be offered or received in evidence or used in any way at any trial or other action or proceeding except to enforce the terms and provisions of this Settlement Agreement.

b. Mutual Consideration.

The Parties' commitments to abide by the terms of this Settlement Agreement, and the substantive terms, conditions, and obligations provided herein, constitute mutual consideration.

c. Cooperation.

The Parties agree to cooperate to draft and execute any documents, or to enter into any further agreements or plans, necessary or convenient to effectuate the intent of this Settlement Agreement.

d. Sole Agreement and Amendments.

This Settlement Agreement is the sole agreement among the Parties concerning the matters specifically addressed herein. This Settlement Agreement supersedes any written or oral agreement(s) or representation(s) that preceded or may have preceded execution of this Settlement Agreement. No Party has relied upon any oral representation(s) in deciding whether to enter into this Settlement Agreement. No amendment or modification to this Settlement Agreement shall be effective unless it is in writing and signed by the Parties to be bound thereto.

e. Notices.

Any notice required under this Settlement Agreement to be given to any Party shall be given as follows:

Conservation Groups

Claire Tonry
Smith & Lowney PLLC
2317 E. John St.
Seattle, WA 98112
Email: claire@smithandlowney.com

Sarah Stellberg
Advocates for the West
P.O. Box 1612
Boise, ID 83701
Email: sstellberg@advocateswest.org

Ms. Hannah Mary Margaret Connor
Center for Biological Diversity
1411 K Street, NW
Suite 1300
Washington, DC 20005
Email: hconnor@biologicaldiversity.org

P4

Vikranth Michael
President
P4 Production, L.L.C.
P.O. Box 816
Soda Spring, ID 83276
Email: Vikranth.Michael@bayer.com

With copies to P4's counsel,

William Myers III
Murray Feldman
Holland & Hart LLP
P.O. Box 2527
Boise, ID 83701
Email: wmyers@hollandhart.com
Email: mfeldman@hollandhart.com

f. No Third-Party Beneficiaries.

The rights contained in this Settlement Agreement belong solely to the Parties and to any successor or assignee pursuant to Paragraph III.h. below. No other person or entity shall have any rights under this Settlement Agreement.

g. Force Majeure.

The Parties shall not be responsible or liable for any failure or delay in the performance of their obligations pursuant to this Settlement Agreement arising out of or caused by, directly or indirectly, forces beyond their reasonable control, including, without limitation, fire, explosion, flood, acts of war or terrorism, strikes, and riots, provided that they use commercially reasonable efforts to avoid or remove such causes of non-performance and promptly continue performance under this Settlement Agreement whenever such causes are removed.

h. Successors, Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, successors, and assigns.

i. Governing Law.

This Agreement has been executed and delivered in the State of Idaho and its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Idaho.

j. Voluntary and Knowing Execution.

Each Party respectively represents and warrants to each other Party that it has thoroughly read and considered all aspects of this Agreement, that it understands all provisions of this Agreement, that it has had the opportunity to consult with counsel, and that it is voluntarily and knowingly entering into this Agreement without duress or coercion of any kind.

k. Counterparts, Electronically-Delivered Signatures, and Authorization

This Settlement Agreement may be executed in counterparts and may be executed by electronically delivered signatures. If so executed, any copy of this Settlement Agreement bearing original or electronically-delivered signatures may be used to establish the contents and valid execution of this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she is fully authorized to execute this Settlement Agreement on behalf of the Party for which he or she is signing, and by so executing to bind such Party to the terms herein.

l. Effective and Termination Dates.

This Settlement Agreement is effective as of the date of the Ninth Circuit Court of Appeals' order(s) dismissing the appeals in Nos. 23-2819 and 23-2823 and until operations, reclamation, and termination are complete for the Caldwell Canyon Mine Project.

IT IS SO AGREED.

CENTER FOR BIOLOGICAL DIVERSITY

By: /s/ Lori Ann Burd

Its Environmental Health Director

Dated 9/11/2024

WESTERN WATERSHEDS PROJECT

By: [Signature]

Its Executive Director

Dated 9/11/24

WILDEARTH GUARDIANS

By: _____

Its _____

Dated _____

P4 PRODUCTION, L.L.C.

By: [Signature]

Its PRESIDENT

Dated 11-SEP-2024

WESTERN WATERSHEDS PROJECT

By: _____

Its _____

Dated _____

WILDEARTH GUARDIANS

By: [Handwritten Signature]

Its EXECUTIVE DIRECTOR

Dated 11 SEPTEMBER 24

P4 PRODUCTION, L.L.C.

By: _____

Its _____

Dated _____

EXHIBIT A

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

CENTER FOR BIOLOGICAL DIVERSITY;
WESTERN WATERSHEDS PROJECT;
WILDEARTH GUARDIANS,

Plaintiffs - Appellees,

v.

BUREAU OF LAND MANAGEMENT;
MARY D'AVERSA, in her official capacity
as District Manager for the Bureau of Land
Management Idaho Falls District; UNITED
STATES DEPARTMENT OF THE
INTERIOR,

Defendants - Appellees.

P4 PRODUCTION LLC,

Intervenor-Defendant-Appellant.

No. 23-2819

D.C. No.

421-cv-00182-BLW

District of Idaho, Pocatello

**JOINT MOTION TO
VOLUNTARILY DISMISS
APPEAL**

CENTER FOR BIOLOGICAL DIVERSITY;
WESTERN WATERSHEDS PROJECT;
WILDEARTH GUARDIANS,

Plaintiffs - Appellants,

v.

BUREAU OF LAND MANAGEMENT;
MARY D'AVERSA, in her official capacity
as District Manager for the Bureau of Land
Management Idaho Falls District; UNITED

No. 23-2823

D.C. No. 4:21-cv-00182-BLW

District of Idaho, Pocatello

STATES DEPARTMENT OF THE
INTERIOR,

Defendants - Appellees,

P4 PRODUCTION LLC,

Intervenor-Defendant-Appellee.

Based on a Settlement Agreement reached among and executed on behalf of the Appellants in these two appeals, and pursuant to Federal Rule of Appellate Procedure 42(b), the Appellant in No. 23-2819, P4 Production, L.L.C., and the Appellants in No. 23-2823, Center for Biological Diversity; Western Watersheds Project; and WildEarth Guardians, hereby move this Court for an order dismissing the above-captioned consolidated appeals.

Except as may be otherwise specified and provided for in the Settlement Agreement among the Appellants in these appeals, the parties have agreed that each side shall bear its own costs and fees on appeal.

The federal Defendants-Appellees in the above-captioned consolidated appeals do not oppose this motion.

Dated: _____

Attorney for Appellant in No. 23-2819

Dated: _____

Attorney for Appellants in No. 23-2823