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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

The National Trust for Historic  
Preservation, et al.,  
  
Plaintiffs,  
  
vs.  
  
Debra Haaland, in her official capacity  
as Secretary of the Interior, et al.,  
  
Federal Defendants,  
  
and  
  
State of Arizona,  
  
Intervenor Defendant.

No. CV-19-5008-PHX-MHB  
  
**STIPULATED  
SETTLEMENT  
AGREEMENT**

Plaintiffs, National Trust for Historic Preservation, Wilderness Society,  
and Sierra Club, and Federal Defendants, Debra Haaland in her official  
capacity as Secretary of the Interior, the United States Department of the  
Interior, Raymond Suazo in his official capacity as Arizona State Director of  
the Bureau of Land Management, and the United States Bureau of Land  
Management (“BLM”) (collectively “the Parties”) hereby enter into this  
Settlement Agreement for the purpose of resolving this lawsuit without  
further judicial proceedings. The Parties hereby state as follows:

WHEREAS, on March 5, 2018, BLM issued a Record of Decision  
approving the Sonoran Desert National Monument (“the Monument”) Target  
Shooting Resource Management Plan Amendment (“RMPA”) which identified  
approximately 435,700 acres of public lands as available to dispersed  
recreational target shooting (“target shooting”);

1 WHEREAS, on August 22, 2019, Plaintiffs filed a Complaint for  
2 Declaratory and Injunctive Relief against the Federal Defendants alleging  
3 that the RMPA failed to include adequate measures to protect Monument  
4 objects, in violation of the Federal Land Policy and Management Act  
5 (“FLPMA”) and Presidential Proclamation 7397 establishing the Monument;  
6 that BLM failed to make a reasonable and good faith effort to identify historic  
7 properties within the Monument in violation of the National Historic  
8 Preservation Act (“NHPA”); that BLM’s “no adverse effect” determination is  
9 arbitrary and capricious in violation of the Administrative Procedure Act  
10 (“APA”) and NHPA; and that BLM failed to analyze the decision’s impacts to  
11 Monument objects and the effectiveness of corresponding mitigation  
12 measures in violation of the National Environmental Policy Act (“NEPA”);

13 WHEREAS, on December 22, 2020 Plaintiffs filed a motion for  
14 summary judgment (Doc. 65) and memorandum in support (Doc. 65-1) in this  
15 case;

16 WHEREAS, following Plaintiffs’ summary judgment filing, the Parties  
17 entered into negotiations for the following settlement to conserve BLM and  
18 judicial resources and resolve this lawsuit without further litigation; and

19 WHEREAS, the Parties, through their authorized representatives, and  
20 without any admission or adjudication of the issues of fact or law, have  
21 reached a settlement resolving the claims in this case;

22 THEREFORE, the Parties enter this Settlement Agreement  
23 (“Agreement”), and stipulate as follows:

24 **A. Effective Date of the Agreement**

- 25
- 26 1. The terms of this Agreement shall become effective upon entry of  
27 an Order by the Court approving the Agreement.  
28

1 **B. The Monument Resource Management Plan Land Use Planning**  
2 **Process and “Settlement Alternative”**

- 3 2. BLM agrees to undertake a new land use planning process to  
4 consider amending the Monument Resource Management Plan  
5 (“RMP”). The new land use planning process will reconsider  
6 where and whether target shooting should be allowed inside the  
7 Monument and associated management actions. BLM will  
8 undertake and complete the land use planning process in  
9 accordance with FLPMA and any other applicable statutes and  
10 regulations, and will issue a new decision to amend or decline to  
11 amend the RMP.
- 12 3. BLM agrees to issue the new decision contemplated by  
13 Paragraph 2 within 18 months of the Court’s order approving this  
14 Agreement. BLM may obtain a one-time, six-month extension of  
15 this timeline by consent of the parties or by motion upon a show  
16 of good cause, which includes, but is not limited to, events outside  
17 the control of the BLM.
- 18 4. As part of the land use planning process outlined in Paragraph 2,  
19 BLM agrees to analyze in detail an alternative (the “Settlement  
20 Alternative”) that includes the following elements<sup>1</sup>:
- 21 i. Designated wilderness and lands with wilderness  
22 characteristics that are managed to protect those  
23 characteristics under the current RMPA would be  
24 unavailable for target shooting.
  - 25 ii. The area where the Komatke Trail is suspected to  
26 exist in the northwest area of the Monument, and an  
27 additional 0.5-mile buffer on the north side of the suspected  
28 location of the trail, would be unavailable to target shooting  
unless, prior to completion of the land use planning  
process, additional field work demonstrates the  
nonexistence of the trail, in which case the decision  
whether to allow target shooting in the area would be  
determined through a suitability analysis as discussed in  
Paragraph 4(v).

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<sup>1</sup> This proposal is visually depicted on the attached map. See Exhibit A.

1           iii.       The area south of Highway 238 from the western  
2                   edge of the Monument boundary to the western edge of the  
3                   South Maricopa Mountains Wilderness area boundary, and  
4                   the area south of I-8 and west of the Table Top Wilderness,  
5                   known as the Vekol Valley, would be unavailable to target  
6                   shooting.

7           iv.       The portion of the Monument that used to be part of  
8                   the Barry M. Goldwater Air Force Range before it was  
9                   reconveyed to the BLM (known as “Area A”) would be  
10                  unavailable to target shooting.

11           v.       All areas not designated closed and unavailable to  
12                   target shooting would be available for target shooting  
13                   *unless* BLM’s suitability analysis, which will inform the  
14                   land use planning process, determines that: (1) Monument  
15                   objects are located in the area and (2) target shooting is  
16                   inconsistent with those objects’ proper care and  
17                   management.

18           vi.       A mitigation and monitoring protocol designed to  
19                   protect the Monument’s objects will apply to those areas of  
20                   the Monument where target shooting is allowed.

21           5.       Pending adoption of a new decision, the current RMPA would  
22                   remain in effect.

23           **C.    Dismissal of Case and Agreement Not to Sue**

24           6.       The Parties agree that they will submit to the Court the  
25                   accompanying joint motion seeking approval of the Agreement  
26                   and dismissal of this case with prejudice in accord with Federal  
27                   Rule of Civil Procedure 41. The Court shall retain jurisdiction  
28                   solely for the purpose of enforcing the commitments in Paragraph  
29                   3. The Court’s jurisdiction shall continue no later than  
30                   completion of the planning process identified in Paragraph 2.

31           7.       Plaintiffs agree that if BLM issues a decision approving a land  
32                   use plan amendment that adopts the Settlement Alternative  
33                   (described above) and as depicted in Exhibit A (map of the  
34                   Settlement Alternative), they will not pursue, to the extent  
35                   applicable, an administrative protest, petition for state director

1 review, appeal to the Interior Board of Land Appeals (“IBLA”), or  
2 judicial challenge to (1) the decision, or (2) any approved resource  
3 management plan amendment that complies with the Settlement  
4 Alternative (described above) and as depicted in Exhibit A (map  
of Settlement Alternative).

5 8. Plaintiffs further agree that if BLM issues a decision approving a  
6 land use plan amendment concerning target shooting that adopts  
7 the Settlement Alternative, they will not fund any other entity or  
8 person not a party to this Agreement to commence an  
9 administrative protest, petition for state review, or IBLA appeal  
or judicial challenge that would be barred by this Agreement if  
brought by Plaintiffs.

10 9. The Parties acknowledge that nothing in this Agreement limits  
11 or otherwise affects BLM’s discretion to adopt the land use plan  
12 amendment of its choice among the alternatives (or a  
13 combination of the alternatives) analyzed.

14 10. The Parties acknowledge that nothing in this Agreement limits  
15 Plaintiffs’ right to challenge BLM’s final decision—in a separate  
16 administrative or judicial action challenging the validity of  
17 BLM’s decision under the judicial review provisions of the  
18 Administrative Procedure Act (“APA”), 5 U.S.C. §§ 701-706—if  
BLM does not adopt the Settlement Alternative.

19 **D. Additional Terms**

20 11. In the event of a dispute arising out of or relating to this  
21 Agreement, or if any of the Parties believes another Party has  
22 breached its obligations under this Agreement, the Party raising  
23 the dispute or alleging breach shall provide the other Parties  
24 written notice and a reasonable opportunity to resolve the  
25 dispute or cure the alleged breach. The Parties agree that they  
26 will meet and confer (either telephonically or in person) within 30  
27 days of being notified of a dispute in a good faith effort to resolve  
28 any disputes or alleged breaches. As noted in Paragraph 6 above,  
the Court shall retain jurisdiction solely for the purpose of  
enforcing the commitments in Paragraph 3. The Parties agree,  
however, that no Party shall be subject to any claim for money  
damages as a result of a breach of this Agreement and that  
contempt of court as a remedy for any alleged breach of this  
Agreement will not be sought in this case. The Parties further

1 agree that the obligations are not enforceable through a judicial  
2 action for breach of contract, and that any challenge to the  
3 sufficiency of the new decision, including the BLM's compliance  
4 with the obligations set forth in Paragraph 4, may be brought  
5 only in a separate administrative or judicial action challenging  
6 the validity of BLM's decision regarding a land use plan  
7 amendment concerning target shooting under the judicial review  
8 provisions of the Administrative Procedure Act ("APA"), 5 U.S.C.  
9 §§ 701-706.

10 12. This Agreement was negotiated for the purposes of avoiding  
11 future litigation. Nothing in this Agreement shall be construed or  
12 offered as evidence in any proceeding as an admission or  
13 concession of any wrongdoing, liability, or any issue of fact or law  
14 concerning the claims settled under this Agreement or any  
15 similar claims brought in the future by any other party. Except  
16 as expressly provided in this Agreement, none of the parties  
17 waives or relinquishes any legal rights, claims, or defenses it may  
18 have.

19 13. No part of this Agreement shall have precedential value in any  
20 litigation or in representations before any court or forum or in  
21 any public setting. This Agreement is executed for the purpose of  
22 settling Plaintiffs' Complaint, and nothing herein shall be  
23 construed as precedent having preclusive effect in any other  
24 context.

25 14. Without waiving any defenses or making any admissions of fact  
26 or law, Federal Defendants agree to pay Plaintiffs \$110,000 to  
27 settle Plaintiffs' claim for attorneys' fees, costs, and expenses.  
28 Plaintiffs agree to accept the \$110,000 from Federal Defendants  
in full satisfaction of any and all claims, demands, rights, and  
causes of action for any and all attorneys' fees, costs, and  
expenses Plaintiffs reasonably incurred in connection with this  
litigation through the signing of this Agreement. The United  
States may offset the payment amount to account for any  
delinquent debts owed by the Payee(s) to the United States  
pursuant to 31 U.S.C. §§ 3711, 3716. By this Agreement, Federal  
Defendants do not waive any right to contest fees, costs, or  
expenses claimed by Plaintiffs or Plaintiffs' counsel in any future  
litigation or continuation of the present action. Within fourteen  
(14) days after the effective date of this Agreement, Plaintiffs'  
counsel will provide the following information necessary for

1 Federal Defendants to process the disbursement: the payee's  
2 address, the payee's bank account number, the account type, the  
3 name of the payee's bank, the bank routing transit number, and  
4 the payee's tax identification number. Federal Defendants agree  
5 to submit all necessary paperwork for the processing of the  
6 attorneys' fees award within fourteen (14) days from receipt of  
7 the necessary information from the Plaintiffs or from the  
8 dismissal of the lawsuit, whichever is later.

7 15. So long as the payee receives payment from Federal Defendants,  
8 as provided in Paragraph 14, Plaintiffs and their counsel,  
9 assigns, executors, and administrators agree to forever release,  
10 abandon, waive, and discharge the United States and Federal  
11 Defendants from any and all claims, demands, damages, causes  
12 of action or suits at law or equity to recover fees, costs, or  
13 expenses in any way related to this litigation.

12 16. Nothing in this Agreement shall be interpreted as, or shall  
13 constitute, a requirement that Federal Defendants are obligated  
14 to pay any funds exceeding those available or take any action in  
15 contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any  
16 other applicable appropriations law.

16 17. The Parties agree that this Agreement was negotiated in good  
17 faith and that it constitutes a settlement of claims that were  
18 disputed by the Parties. This Agreement contains all the terms  
19 of agreement between the Parties concerning the Complaint, and  
20 is intended to be the final and sole agreement between the  
21 Parties with respect thereto. The Parties agree that any prior or  
22 contemporaneous representations or understanding not explicitly  
23 contained in this written Agreement, whether written or oral, are  
24 of no further legal or equitable force or effect.

23 18. The undersigned representatives of each party certify that they  
24 are fully authorized by the party or parties they represent to  
25 agree to the terms and conditions of this Agreement and do  
26 hereby agree to the terms herein. Further, each party, by and  
27 through its undersigned representative, represents and warrants  
28 that it has the legal power and authority to enter into this  
Agreement and bind itself to the terms and conditions contained  
in this Agreement.

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Date Signed: April 14, 2022

PARTY REPRESENTATIVES SIGNATURES

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