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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

WESTERN WATERSHEDS PROJECT,	)	Civ. No. 06-277-BLW
	)	
Plaintiff,	)	<b>JOINT STIPULATION</b>
	)	<b>REGARDING PLAINTIFF'S</b>
v.	)	<b>MOTION FOR ATTORNEY'S</b>
	)	<b>FEES AND COSTS (Dckt. No. 138)</b>
U.S. FISH AND WILDLIFE SERVICE,	)	
	)	
Defendant.	)	
	)	
_____	)	

WHEREAS, Plaintiff WESTERN WATERSHEDS PROJECT ("WWP") has filed a Motion For Award Of Attorney Fees And Litigation Expenses in this matter (Docket No. 138), pursuant to Fed. R. Civ. P. 54(d) and the Equal Access to Justice Act, 28 U.S.C. § 2412(d); and

WHEREAS Plaintiff and Federal Defendant U.S. Fish & Wildlife Service agree that it is in the public interest and the interest of the parties to settle the Plaintiff's claim for attorneys' fees and costs in this action without protracted litigation;

NOW, THEREFORE, WWP and the Service, by and through their undersigned counsel, hereby stipulate as follows:

1. Federal Defendant agrees to settle all of Plaintiff's claims for costs and attorneys' fees in the above-captioned litigation for a total of \$135,000.00. Plaintiff agrees to accept payment in electronic form and further agrees to furnish Federal Defendant with the information necessary to effectuate this payment. Federal Defendant agrees to process the fee payment within 30 days of the receipt of a completed vendor certification form from Plaintiff or the approval of this agreement by the Court, whichever is later.

2. Plaintiff agrees to accept payment of \$135,000.00 in full satisfaction of any and all claims for attorneys' fees and costs of litigation to which Plaintiff may be entitled with respect to the above-captioned litigation, through and including the date of this agreement.

3. The parties agree and acknowledge that this settlement is a compromise to avoid further litigation only and has no precedential value as to the merits of any claims.

4. Nothing in this agreement relieves Federal Defendant of its obligation to act in a manner consistent with applicable federal, state, or local law, and applicable appropriations law. No provision of this Agreement shall be interpreted as a commitment or requirement that Federal Defendant obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

5. The parties agree that this Agreement was negotiated in good faith and it constitutes a settlement of claims that were vigorously contested, denied, and disputed by the parties. By entering into this Agreement, the parties do not waive any claim or defense.

6. The undersigned representatives of each party certify that they are fully authorized by the party or parties they represent to execute this stipulation.

7. By entering into this stipulation, Federal Defendant does not waive any right to contest fees claimed by Plaintiff or Plaintiff's counsel, including the hourly rate, in any future litigation. Further, this Stipulation as to attorneys' fees and costs has no precedential value and shall not be used as evidence in any other attorneys' fees litigation.

IT IS SO STIPULATED.

Dated: December 12, 2008

/s/ Laird Lucas  
Laurence ("Laird") J. Lucas (ISB # 4733)  
*Attorney for Plaintiff*

Dated: December 12, 2008

/s/ Robert P. Williams  
Robert P. Williams  
U.S. Department of Justice  
*Attorney for Federal Defendant*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 12<sup>th</sup> day of December, 2008, I filed the foregoing electronically through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

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