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11 *Attorneys for Petitioners*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF PLUMAS**

14 FEATHER RIVER ACTION! and PROJECT
COYOTE, a project of the EARTH ISLAND
15 INSTITUTE, a California non-profit
organization,

16 Petitioners,

17 v.

18 COUNTY OF PLUMAS and PLUMAS-
19 SIERRA COUNTIES DEPARTMENT OF
AGRICULTURE,

20 Respondents.
21

22 COUNTY OF SIERRA,

23 Real Party in Interest
24

Case No. _____

**VERIFIED PETITION FOR WRIT OF
MANDAMUS**

(Code Civ. Proc., § 1085 (Mandamus),
Pub. Res. Code, §§ 21000, et seq. (CEQA))

1 This lawsuit seeks to compel Plumas County to perform its mandatory statutory duties
2 pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, section
3 21000, *et seq.*, and the CEQA Guidelines, 14 Code of Regulations, section 15000 *et seq.*,¹ before
4 authorizing the state-sanctioned killing of hundreds of wild animals each year. Plumas County
5 violated CEQA by failing to analyze and mitigate against significant, cumulative impacts to the
6 environment before entering into a contract with the United States Department of Agriculture’s
7 Wildlife Services division for the administration of a wildlife killing program in Plumas and Sierra
8 Counties. By this action, petitioners Feather River Action! and Project Coyote ask the court to
9 enjoin Plumas County’s current contract with Wildlife Services and compel Plumas County to
10 perform its duties under CEQA. In support of their petition, Feather River Action! and Project
11 Coyote allege as follows:

12 **Jurisdiction and Venue**

13 1. This Court has jurisdiction over this action pursuant to Code of Civil Procedure,
14 section 1085.

15 2. Venue is proper in the Superior Court of California, Plumas County, pursuant to
16 Code of Civil Procedure, section 394, as this action is brought against Plumas County.

17 **Parties**

18 3. Petitioner Feather River Action! (FRA) is a grassroots organization based in Portola,
19 California. Founded in 2021, FRA and its members work to protect the Feather River ecosystem by
20 monitoring and challenging decisions made by local government agencies and private entities that
21 negatively impact the Feather River ecosystem, including forest mismanagement and harmful
22 wildlife policies. FRA has employed a variety of methods to raise awareness about potential threats
23 to the Feather River ecosystem including tracking local government decision-making, hosting
24 educational forums, walking tours, workshops, and community clean-ups.

25
26
27 ¹ As authorized and required by CEQA, Pub. Res. Code, § 21083, the state Office of Planning and Research (OPR) and
28 the Natural Resources Agency developed and prepared guidelines for implementing CEQA, officially known as the
State CEQA Guidelines. The CEQA Guidelines are certified and adopted by the Secretary of the Natural Resources
Agency and are incorporated in the California Code of Regulations as Title 14, ch 3 (14 Cal Code Regs., §§15000–
15387).

1 4. Petitioner Project Coyote is a project of the Earth Island Institute, a non-profit
2 corporation that serves as a hub for grassroots campaigns dedicated to conserving, preserving, and
3 restoring the ecosystems on which civilization depends. Project Coyote’s mission is to promote
4 compassionate conservation and coexistence between people and wildlife through education,
5 science, and advocacy. Project Coyote is based in Mill Valley, California. It has more than 62,000
6 members nationwide, and thousands of members in California, including wildlife scientists,
7 conservationists, educators, predator-friendly ranchers, and community leaders. Project Coyote aims
8 to change negative attitudes toward coyotes, wolves, and other native carnivores by generating
9 understanding, respect and appreciation of such species. Project Coyote and its members derive
10 scientific, ecological, recreational, conservationist, cultural, spiritual and aesthetic benefits from the
11 existence of the diverse wildlife native to Plumas and Sierra Counties.

12 5. Respondent Plumas County is a political subdivision of the State of California with
13 the power to enter into contractual relationships with federal agencies, like the United States
14 Department of Agriculture’s Wildlife Services division. At all times relevant herein, Plumas County
15 has served as the lead agency, as that term is defined in CEQA, because it is the public agency with
16 principal responsibility for carrying out or approving the project at issue in this litigation. (14 CCR
17 14, § 15050.)

18 6. Respondent Plumas-Sierra Counties Department of Agriculture is the regional office
19 serving both Plumas and Sierra Counties which entered into the Cooperative Services Agreement
20 with United States Department of Agriculture’s Wildlife Services division for the administration of
21 a wildlife killing program in Plumas and Sierra Counties.

22 7. Real Party in Interest Sierra County is a political subdivision of the State of
23 California. Sierra County benefits from Plumas County’s authorization of the contract with Wildlife
24 Services and is therefore a recipient of the project’s approval under CEQA. (See Pub. Res. Code, §
25 21167.6.) Respondents and Real Party in Interest will be collectively referred to as “respondents”
26 throughout this Petition.

27 8. Respondents’ unlawful dereliction of duties under CEQA is inimical to FRA’s and
28 Project Coyote’s missions to protect the wildlife of the Feather River ecosystem. Petitioners’

1 participation in this lawsuit will divert resources away from mission critical activities petitioners
2 would have undertaken had they not been required to file this litigation to compel compliance with
3 existing, mandatory California law.

4 9. Respondents' authorization of the predator killing contract without the requisite
5 environmental review has and will continue to injure petitioners and their members.

6 10. The relief requested by petitioners here, if granted, would redress, or at least lessen,
7 the injuries of petitioners' members, supporters, volunteers, and staff. The relief requested by
8 petitioners, if granted, would require respondents to comply with the requirements of CEQA before
9 authorizing a contract that results in the killing of hundreds of animals each year without regard for
10 the impacts to wildlife populations or the environment. The relief requested by petitioners, if
11 granted, would likely reduce the number of wildlife killed by Wildlife Services because reasonable
12 mitigation measures, such as the use of non-lethal predator deterrence techniques, would reduce
13 predator depredation in this area.

14 11. Despite petitioners' efforts to inform the County of its duties under CEQA through
15 petitioners' public participation in the County's approval process for its contract with Wildlife
16 Services, respondents have nonetheless violated, and continue to violate, CEQA.

17 **General Allegations of Fact**

18 **A. Relevant Law**

19 12. Enacted in 1970, CEQA imposes a statewide policy of environmental protection.
20 Indeed, "[t]he 'foremost principle' in interpreting CEQA is that the Legislature intended the act to
21 be read so as to afford the fullest possible protection to the environment within the reasonable scope
22 of the statutory language." (*Cmtys. for a Better Env't v. Cal. Res. Agency* (2002) 103 Cal.App.4th
23 98, 109.)

24 13. CEQA's basic purpose includes informing government decision makers and the
25 public about the potential, significant environmental effects of proposed activities; identifying ways
26 that environmental damage can be avoided or significantly reduced; and preventing significant,
27 avoidable damage to the environment by requiring changes in projects through the use of
28 alternatives or mitigation measures when the governmental agency finds the changes to be feasible.

1 (CEQA Guidelines, § 15002(a).)

2 14. CEQA applies whenever a government agency approves a “project” that may
3 significantly affect the environment, directly and/or indirectly, and is defined as “an activity which
4 may cause either a direct physical change in the environment, or a reasonably foreseeable indirect
5 physical change in the environment.” (Cal. Pub. Res. Code, § 21065.)

6 15. In addition to direct and indirect effects, a project is deemed to have a significant
7 effect on the environment if “the possible effects of a project are individually limited but
8 cumulatively considerable.” (Cal. Pub. Res. Code, § 21083.) A project’s cumulative impact is to be
9 considered “when viewed in connection with the effects of past projects, the effects of other current
10 projects, and the effects of probable future projects.” (Id.)

11 16. For any project that may significantly affect the environment directly and/or
12 indirectly, CEQA requires, prior to approval, the preparation of an Environmental Impact Report—
13 or EIR—which is an informational document that provides agencies and the public with detailed
14 information about the effect of a proposed project, lists ways in which the significant effects might
15 be minimized, and considers alternatives. (Cal. Pub. Res. Code, § 21165, 21102.1(a).)

16 17. Implementation of CEQA proceeds by way of “a multistep decision tree,” which has
17 been characterized as having three tiers. (*Union of Medical Marijuana Patients, Inc. v. City of San*
18 *Diego* (2019) 7 Cal.5th 1171, 1185.) “First, the agency must determine whether the proposed
19 activity is subject to CEQA at all. Second, assuming CEQA is found to apply, the agency must
20 decide whether the activity qualifies for one of the many exemptions that excuse otherwise covered
21 activities from CEQA’s environmental review. Finally, assuming no applicable exemption, the
22 agency must undertake environmental review of the activity, the third tier.” (Id.)

23 18. Under CEQA, a “lead agency” is “the public agency which has the principal
24 responsibility for carrying out or approving a project which may have a significant effect upon the
25 environment.” (Cal. Pub. Res. Code, § 21067.)

26 19. A reviewing court must “scrupulously enforce all legislatively mandated CEQA
27 requirements.” (*Citizens of Goleta Valley v. Bd. Of Supervisors*, (1990) 52 Cal.3d 553, 564.)

28

1 **B. History of Wildlife Services**

2 20. The United States Department of Agriculture, Animal and Plant Health Inspection
3 Service, Wildlife Services (USDA-APHIS-Wildlife Services or “Wildlife Services”) states that its
4 mission “is to provide Federal leadership and expertise to resolve wildlife conflicts to allow people
5 and wildlife to coexist.”

6 21. One method used by Wildlife Services to further its mission to “coexist” is to
7 “remove” predators and other wildlife from the environment.

8 22. “Removal” frequently involves exterminating or maiming a wild animal. Field
9 personnel are equipped with a variety of devices to that end, including firearms (high pressure air
10 rifles equipped with advanced optics), assorted snaring devices, leg-hold traps, and toxicants.

11 23. Wildlife Services’ activities have garnered widespread criticism and national
12 scrutiny. In 2013, *The Washington Post* ran a story highlighting the fact that “more than 4 million
13 animals [were] shot, poisoned, snared or trapped by the Department of Agriculture's Wildlife
14 Services in fiscal year 2013 included 75,326 coyotes, 866 bobcats, 528 river otters, 3,700 foxes,
15 12,186 prairie dogs, 973 red-tailed hawks, 419 black bears and at least three eagles, golden and
16 bald.”² The report further alleged “the agency also kills native animals en masse sometimes based
17 solely on a homeowner's or farmer’s *perception* of a threat.” (Id. (emphasis added).) These actions
18 are often in response to private and wealthy ranching interests.

19 24. Within California, Wildlife Services reportedly kills as many as 80,000 animals
20 annually.³

21 25. Between 2011 and 2020, Wildlife Services killed 4,189 native animals in Plumas and
22 Sierra Counties, including 277 wild animals during the current agreement period from 2018-2020
23 (118 wild animals in Fiscal Year 2018, 92 in Fiscal Year 2019, and 67 in Fiscal Year 2020).

24 26. These 4,189 animals included coyotes, black bears, muskrats, as well as protected
25

26
27 ² (Darryl Fears, *USDA’s Wildlife Services killed 4 million animals in 2013; seen as an overstep by some*, Washington
Post (June 7, 2014), available at [https://www.washingtonpost.com/national/health-science/governments-kill-of-4-
million-animals-seen-as-anoverstep/2014/06/06/1de0c550-ecc4-11e3-b98c-72cef4a00499_story.html](https://www.washingtonpost.com/national/health-science/governments-kill-of-4-million-animals-seen-as-anoverstep/2014/06/06/1de0c550-ecc4-11e3-b98c-72cef4a00499_story.html).)

28 ³ (Lee M. Talbot, *Stopping the Slaughter of America’s Native Wildlife, One County at a Time*, Sacramento Bee, April 25,
2015, at 3.)

1 species such as mountain lions and bobcats.

2 27. Unfortunately, these numbers only account for a small percentage of the actual
3 devastation imparted by Wildlife Services on Plumas and Sierra County wildlife. According to a
4 former Wildlife Services specialist, “[t]he field guys do not report even a fraction of the non-target
5 animals they catch.”⁴

6 28. Wildlife Services uses methods of removing animals that are fundamentally
7 nonselective, environmentally destructive, and often ineffective, such as snares, traps, and toxicants.
8 These tactics are recognized throughout the world as being inherently cruel and oftentimes
9 unnecessarily lethal. In addition, Wildlife Services’ ineffective methods capture both target and
10 non-target species which can cause significant ecosystem disruptions.

11 29. Tom Knudson, a reporter for the *Sacramento Bee* who reported extensively in 2012
12 and 2013 on Wildlife Services’ operations throughout the Western United States, observed that
13 more than 52,000 of Wildlife Services’ reported killings during the ten-year period prior to 2013
14 were “unintentional” or non-target species. Knudson reported that Wildlife Services has
15 “accidentally killed . . . black bears, raccoons, ravens, bobcats, kit foxes, wild pigs, opossums, and
16 federally protected bald eagles.”⁵

17 30. One means of partnership between Wildlife Services and local governments is
18 through the execution of Cooperative Services Agreements that allow for Wildlife Services to
19 operate within counties like Plumas County and Sierra County.

20 **C. Respondents’ Contractual Relationship with Wildlife Services**

21 31. Plumas and Sierra Counties jointly provide agricultural services to county residents
22 through a centralized, regional department located in Plumas County, known as the Plumas-Sierra
23 Counties Department of Agriculture, or the “Department.”

24 32. On April 28, 2018, the Department agreed to a “Cooperative Services Agreement
25 between Plumas-Sierra County and United States Department of Agriculture Animal and Plant
26

27 ⁴ (Center for Biological Diversity, Project Coyote, Animal Welfare Institute, Animal Legal Defense Fund, Petition for
28 Rulemaking Pursuant to the Administrative Procedure Act, 5 U.S.C. § 553(e), p. 24 (Dec. 2, 2013).)

⁵ (Tom Knudson, *The killing agency: Wildlife Services' brutal methods leave a trail of animal death*, *Sacramento Bee*,
October 8, 2014.)

1 Health Inspection Service (APHIS) Wildlife Services.”

2 33. The purpose of the Cooperative Services Agreement is to administer Wildlife
3 Services’ Integrated Wildlife Damage Management (IWDM) program in Plumas-Sierra Counties.
4 Pursuant to the Agreement, Wildlife Services assists business and property owners, private citizens,
5 and governmental agencies in protecting human property, namely livestock, from “damage” caused
6 by predators and other wildlife.

7 34. In accordance with these objectives, the IWDM provides various services, including
8 (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or
9 control techniques; (2) predator identification and removal when livestock, crop, or natural resource
10 damage is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal
11 of wildlife displaying aggressive behavior or causing actual injury to residents.

12 35. Under Article 3 of the Agreement, Wildlife Services must submit a “Financial Plan”
13 for approval to respondents annually.

14 36. The Financial Plan sets forth annual costs associated with Wildlife Service’s predator
15 damage control activities within the two counties, which respondents must pay within 30 days of
16 receipt of a submitted invoice.

17 37. The Plumas County and Sierra County Boards of Supervisors previously approved
18 Financial Plans to reimburse Wildlife Services for costs associated with implementation of the
19 IWDM in 2018 (\$71,876.00), 2019 (\$74,032.00), and 2020 (\$76,623.00).

20 **D. Respondents Ignored Significant Impacts to the Environment**

21 38. Respondents’ authorization of, and payment for, the IWDM in Plumas and Sierra
22 County results in concentrated killing of wildlife, particularly of apex predator species who are
23 often drawn to livestock operations in more remote areas. The IWDM Program uses lethal methods
24 to exterminate wild animals which can have significant ecosystem-level impacts that not only affect
25 the targeted animals, but also other species along the food chain, including plants.

26 39. Concentrated killing of wildlife contributes to environmentally damaging trophic
27 cascades. Trophic cascades may occur when one level of the food chain faces a sharp decline in
28 population, as when apex predatory species like cougars and wolves (or coyotes, following large-

1 scale eradication of wolves) are largely eliminated from an ecosystem.⁶

2 40. This decline in population causes a “ripple effect” of distortions at other levels of the
3 food chain, leading to negative changes in an ecosystem’s health and function (from watershed
4 health to soil fertility). For example, trophic cascades caused by the intensive killing of apex
5 predators have been shown to alter prey behavior and population sizes, whose overgrazing and
6 overbrowsing then decrease habitat for other wild animals in the area and indirectly decrease
7 biodiversity of the other species in the ecosystem. (Id.)

8 41. At the same time, reductions in predators allow increased populations of smaller
9 predators (i.e., mesopredators) whose greater numbers can negatively impact other species and harm
10 ecosystem function. (Id.)

11 42. Human-induced reductions of wolf and coyote populations have been shown to cause
12 adverse trophic cascades in an ecosystem, e.g., the increase of native and exotic mesopredators such
13 as raccoons and housecats.⁷

14 43. Studies have shown that coyote populations are ecologically beneficial because they
15 control mesopredators that prey on birds while coyotes rarely prey on birds themselves, thereby
16 “contribut[ing] to the maintenance of the native . . . avifauna.”⁸

17 44. A reduction in coyote population causes an increase in the number of rodents,
18 lagomorphs, and mesopredators, which in the latter case reduces the population of species upon
19 which mesopredators prey. Referring to apex predators as, “keystone species” whose impact on the
20 ecosystem is outsized compared to its relative abundance, Dr. Eisenberg writes:

21 Since this study, mesopredator release has been identified in the
22 Dakotas, where coyote absence caused the red fox (*Vulpes vulpes*)
23 population to surge, making survival far more challenging for prairie
24 ducks. Similarly in Texas, coyote removal led to an increase in five
25 species of mesopredators and a decrease in game birds. In these cases
26 mesopredator release reduced biodiversity and demonstrated the
ecological importance of alternative food web pathways created by
keystones [such as coyotes]. These relationships raised scientific

27 ⁶ (See William J. Ripple and Robert Beschta, *Large Predators and Trophic Cascade in Terrestrial Ecosystems of the*
Western United States, BIOLOGICAL CONSERVATION (2009) 142, pp. 2401-2414.)

28 ⁷ (Eisenberg, *The Wolf’s Tooth: Keystone Predators, Trophic Cascades, and Biodiversity*, Island Press, 2010.)

⁸ (Soule, M.E., et al., *Reconstructed dynamics of rapid extinctions of chaparral-requiring birds in urban habitat islands*,
Conservation Biology 2:75-92, at p. 84.)

1 awareness of what may be at stake ecologically when we lose a
2 keystone.⁹

3 45. Trophic cascades can also affect aquatic and semi-aquatic species. For example, in
4 2011, Drs. William J. Ripple and Robert L. Beschta of Oregon State's Trophic Cascades Program,
5 published a paper regarding the impact of increased apex predator species such as wolves. In
6 particular, the paper stated:

7 Beaver have also increased since wolf reintroduction; from one colony
8 in 1996 to 12 in 2009. Although beaver were reintroduced into the
9 national forest just north of the park between 1986 and 1999, the park
10 increase in beaver is likely due, at least in part, to the resurgence of
11 willow communities. . . . Increases in beaver populations have
12 tremendous implications for riparian hydrology and biodiversity.
13 Beaver have important roles in the hydrogeomorphic processes of
14 decreasing stream bank erosion, increasing sediment retention, raising
15 wetland water tables, modifying nutrient cycling, and ultimately
16 influencing plant, vertebrate, and invertebrate diversity and abundance
17 in riparian ecosystems []. Wyoming streams with beaver ponds were
18 found to have 75 times more abundant waterfowl than those without
19 beaver ponds []. Other species groups likely to be positively affected
20 by an increase in the number of beaver ponds include amphibians,
21 reptiles, and fish.¹⁰

22 46. In other words, beavers are another species with abundant benefits to the systems in
23 which their populations are not suppressed and instead are allowed to thrive. Their presence
24 increases the resilience of a system and helps conserve water in the face of climate change and
25 drought.¹¹ The IWDMM Program in Plumas and Sierra County directly and indirectly causes adverse
26 environmental impacts, including ecosystem disruption, negative trophic cascades, mesopredator
27 release, and loss of biodiversity due to its concentrated focus on particular species, such as coyotes,
28 bears, mountain lions, foxes, muskrats, and other wild animals. These disruptions harm the physical
and biological environment within Plumas-Sierra Counties and beyond.

25 ⁹ (Eisenberg, *supra*, p. 45.)

26 ¹⁰ (Ripple, W.J., Beschta, R.L. *Trophic Cascades in Yellowstone: The first 15 years after wolf reintroduction*. Biol. Conserv. (2011), doi:10.1016/j.biocon.2011. 11.005.)

27 ¹¹ (Müller-Schwarze, D. and L. Sun. *The Beaver: Natural History of a Wetlands Engineer*. Ithaca, NY: Cornell
28 University Press (2003)); (*See also, e.g.*, Wildlife Services' killing of over 1100 muskrats, a keystone species which
produces similar ecosystem benefits as beavers, in Plumas and Sierra Counties in 2014. These killings, which received
no advance study of their environmental effect, most likely occurred in the ecologically rich and diverse Sierra Valley
which is a known resting area for many species of migrating birds.)

1 47. The IWDM Program has killed 110 coyotes in Plumas and Sierra County since 2017
2 and has the potential to kill hundreds more. The cumulative impact of killing coyotes year after year
3 will have a significant deleterious impact on ecosystems causing “mesopredator release,” adverse
4 trophic cascades, and a decrease in biodiversity.

5 48. Coyotes are among the animals which are intentionally killed most frequently by
6 Wildlife Services. Operations of Wildlife Services throughout the Western United States from
7 2001-2011, killed nearly a million coyotes, mostly in the West. Thousands of dens and burrows are
8 destroyed annually, and an unknown number of animals are injured or maimed, but never reported.
9 The mass killing of more than 1900 coyotes over the last decade in Plumas and Sierra County, in
10 combination with their extermination in counties across California, cumulatively causes deleterious
11 environmental impacts to the health and function of ecosystems.

12 49. The IWDM Program causes substantial adverse damages to the physical and
13 biological environment by engaging in wide-scale killing of wild animals.

14 50. The IWDM Program has the potential to kill hundreds of animals in respondents’
15 counties each year, including the potential to kill endangered and protected species. These killings
16 both over time and when combined with concurrent programs throughout California (Wildlife
17 Services’ operates across 35 of 52 California counties) and the United States – will cumulatively
18 cause significant impacts to wildlife and have a deleterious effect on the environment and various
19 ecosystems.

20 51. In Plumas County, importantly, the California Department of Fish and Wildlife
21 recently discovered the Beckwourth wolf pack in May 2021. This discovery raises a host of
22 scientific, ethical, and conservation issues that must be evaluated under CEQA, including whether
23 Wildlife Services’ indiscriminate methods of killing may cause the illegal take of a protected gray
24 wolf under state and federal law and what that might mean for the ability for the pack to survive, as
25 well as the potential trophic cascade if a wolf is killed.

26 52. This is crucially important in light of the recent decision on February 10, 2022,
27 providing gray wolves with endangered status pursuant to the federal Endangered Species Act of
28 1973, 16 U.S.C. section 1531, *et seq.* (See *Defs. of Wildlife, et al. v. USFWS, et al*, Order Resolving

1 Cross-Motions for Summary Judgment, CA-ND case 4:21-CV-00344-JWS, filed 02/10/22.)

2 53. The potential environmental impacts caused by wildlife extermination programs like
3 the IWDM Program also cause cumulative environmental effects when measured against other
4 causes of wildlife losses. One such impact is the potential for causing biodiversity loss simply from
5 the sheer number of animals that Wildlife Services kills. In September 2020, a World Wildlife Fund
6 report indicated that the world population of many kinds of wildlife fell overall by 68% between
7 1970 and 2016.¹² The report concluded that biodiversity is being destroyed at an unprecedented and
8 alarming rate.

9 54. One practice used by various agencies to track wolves is the process of “collaring.”
10 Wolves are often snared or tranquilized to allow for researchers to acquire data from the wolf,
11 including weight and age identifiers, and then adorned with a tracking collar which allows the
12 animal (and pack) to be tracked. This process can be traumatizing for a wolf and physically harmful
13 if traps are not checked frequently. Further, if information regarding a wolf’s location were to be
14 shared widely, illegal hunters may be able to track and kill the animal. The impacts of collaring
15 wolves must be reviewed in light of the potential ramifications on not only the collared animal but
16 any other animal in the vicinity.

17 55. Loss of biodiversity, trophic cascades, and mesopredator release are just a few of the
18 potential environmental impacts that may be caused by the long-term extermination of wild animals
19 pursuant to the IWDM Program and similar programs throughout California. Plumas County has
20 never performed a full study that analyzes the potential for either – or, indeed, any – categories of
21 significant environmental impact caused by the IWDM Program.

22 56. The IWDM Program results in direct and indirect physical changes in the
23 environment, as well as cumulative impacts to the environment. Accordingly, respondents were
24 required to prepare an EIR related to the IWDM Program.

25 **E. Exhaustion of Administrative Remedies**

26 57. On July 31, 2021, petitioner Feather River Action! wrote to the Plumas County
27 _____

28 ¹² (Almond, R.E.A., Grooten M. and Petersen, T. (Eds). *Living Plant Report 2020: Bending the Curve of Biodiversity Loss*, at 6.)

1 Board of Supervisors, Sierra County Board of Supervisors, and the Plumas-Sierra Counties
2 Department of Agriculture to demand compliance with CEQA prior to county approval of the
3 Financial Plan for Fiscal Year 2022 with Wildlife Services.

4 58. In addition to describing the concerning tactics used by Wildlife Services to
5 effectuate the Agreement with Plumas County, FRA put the County on notice that failing to conduct
6 an environmental review of its decision violates CEQA. Notably, when faced with the threat of
7 CEQA litigation, Monterey County defended the project in court and ultimately lost on the merits,
8 as the Superior Court of Monterey County determined that annual Financial Plans with Wildlife
9 Services are projects subject to CEQA. (See *Animal Legal Defense Fund, et al. v. Monterey County,*
10 *et al.* Intended Decision, entered Aug. 9, 2017 (Sup. Ct. Mtry. Cty. Case No. 16CV001670).

11 59. On August 16, 2021, petitioner Project Coyote wrote to Plumas County to request
12 that it terminate its contract with Wildlife Services due to the ineffectiveness and biologically
13 devastating nature of Wildlife Service's IWDM program in Plumas County.

14 60. In addition to describing the concerning tactics used by Wildlife Services to
15 effectuate the Agreement with Plumas County, Project Coyote spoke directly to the biodynamics at
16 issue when Wildlife Services indiscriminately kills animals such as coyotes and wolves and the
17 ramifications on numerous other populations that ripple from those killings.

18 61. For Fiscal Year 2022, the Plumas County Board of Supervisors (BOS) planned to
19 discuss and take action to fund the Financial Plan to administer the IWDM Program within Plumas
20 and Sierra Counties during its September 21, 2021, BOS meeting.

21 62. As the lead agency, respondents were entrusted to act on behalf of all beings in
22 Plumas County, including wildlife.

23 63. During the September 21, 2021, Plumas County meeting of the Board of
24 Supervisors, County Counsel attempted to prohibit public comments on the applicability of CEQA
25 to the Board of Supervisor's contract with Wildlife Services. However, members of Feather River
26 Action! addressed the ramifications the County might face should it fail to complete an
27 environmental review, as required by CEQA, *before* making its decision.

28 64. The Plumas County Board of Supervisors ultimately voted to approve the contract

1 with Wildlife Services at a cost of \$76,623 for Fiscal Year 2022, without first conducting any
2 environmental review.

3
4 **FIRST CAUSE OF ACTION**
5 **(Writ of Mandate under CCP, § 1085 and Pub. Res. Code, § 2100, et seq., CEQA Compliance)**

6 65. Petitioners hereby reallege and incorporate by reference each of the above
7 paragraphs as if fully set forth herein.

8 66. Before approving any “project,” a lead agency must first decide whether CEQA
9 applies. Here, respondents undertook no such inquiry and have therefore violated CEQA.

10 67. Respondents are the “lead agency” under CEQA as it was entrusted and empowered
11 to approve the Fiscal Year 2022 Financial Plan to fund the Cooperative Services Agreement with
12 Wildlife Services.

13 68. The approval of the Fiscal Year 2022 Financial Plan is “an activity which may cause
14 either a direct physical change in the environment, or a reasonably foreseeable indirect physical
15 change in the environment.” (Cal. Pub. Res. Code, § 21065.)

16 69. Wildlife Services’ lethal, indiscriminate killings have caused, and will continue to,
17 “cause a direct physical change” to the entire Plumas County ecosystem, specifically the impact of
18 Wildlife Services practices upon on the newly discovered Beckwourth wolf pack and upon solitary,
19 yet still endangered, dispersing wolves. (See *Def’s. of Wildlife et al., supra.*)

20 70. Respondents are capable of performing the duties required by applying CEQA
21 Review to the Wildlife Services Cooperative Services Agreement. Notwithstanding such ability,
22 Respondents have failed to perform their duties and will continue that failure and refusal to perform
23 its duties unless so compelled by this Court.

24 **Prayer for Relief**

25 WHEREFORE, petitioners pray that the Court:

26 a. Grant a writ of mandate, commanding Plumas County to:

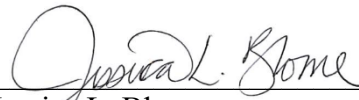
- 27 i. Vacate and set aside approval of the Fiscal Year 2022 Financial Plan that
28 funds the Cooperative Services Agreement with Wildlife Services, and

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- ii. Conduct a sufficient environmental review under CEQA prior to authorizing the expenditure of County funds to administer the Cooperative Services Agreement with Wildlife Services.
- b. Award petitioners their attorneys' fees and costs of suit; and
- c. Award such other and further relief as this Court may deem just and proper.

DATED: March 1, 2022

GREENFIRE LAW, PC

By: 

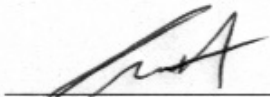
Jessica L. Blome
Attorney for Petitioners

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VERIFICATION

I, Joshua Hart, spokesperson for Feather River Action!, a petitioner in this action, have read the foregoing Verified Petition for Writ of Mandamus and know its contents. The facts alleged in the above Petition are within my own knowledge and I know these facts to be true, except as to matters alleged therein on information and belief.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this declaration is executed on February 28th, 2022 at Portola, California.



Joshua Hart
Feather River Action!