

**MUTUAL RELEASE  
AND SETTLEMENT AGREEMENT**

**RELEASOR:** Wolves of the Rockies and Trap Free Montana

**RELEASEES:** The Montana Department of Fish, Wildlife and Parks (FWP); and the Montana Fish and Wildlife Commission (the “Commission”).

**DESCRIPTION OF CASUALTY:** Alleged violations of Montana’s open meeting laws in Counts I, II at ¶¶ 44-48(a)-(d) (not including ¶ 48(e)), III at ¶¶ 50-52 (as it relates to public participation) related to Montana Wolf Hunting and Trapping regulations.

**TOTAL SUM OF SETTLEMENT:** \$5,000 and an agreement that all substantive changes to wolf hunting and trapping regulations shall be approved by the Commission and not adopted through the RRAM or other non-Commission body and a recommendation from FWP to place certain language in the 2023-24 wolf hunting regulations

**CIVIL CAUSE:** *Trap Free Montana, and Wolves of the Rockies v. State of Montana by and through the Montana Department of Fish, Wildlife and Parks; and the Montana Fish and Wildlife Commission*, Cause No. BDV 2021-1261, Montana First Judicial District Court, Judge Michael F. McMahon presiding.

**1. Release**

The undersigned Releasor acknowledges the above settlement consideration and agreement and in consideration for such agreement, fully and forever releases and discharges Releasees, Releasees heirs, personal representatives, successors, assigns, parent companies and

subsidiaries, agents, partners, employees, and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described casualty.

## **2. Future Damages**

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasor agrees, as a further consideration of this agreement, that this Mutual Release applies to any and all injuries, damages and losses resulting from the loss described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

## **3. Release of Claims**

As further consideration for this Agreement, Releasees fully and forever release and discharge each other and Releasor, their personal representatives, successor, assigns, agents, partners, employees, and attorneys, from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, including any potential claims for indemnification or contribution, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described casualty's claims for violations of Montana's public participation laws regarding wolf hunting and trapping regulations during for the 2021-22 hunting and trapping seasons in Montana, and any regulations adopted by the Fish Wildlife and Parks director up to and including the 2021-22 wolf hunting and trapping regulations.

This release does not include a release of claims or settlement of the following issues or matters:

1. Any claims arising after this agreement is fully executed.
2. Claims in the described casualty related to the legality of the use of Thermal and/or infrared imaging as opposed to night vision scopes or artificial light.
3. Claims asserted by Releasee Wolves of the Rockies in the matter of *Wolves of the Rockies v. State of Montana, by and through the Department of Fish, Wildlife and Parks*, Cause No. DDV-2022-239, Montana First Judicial District Court.
4. Claims asserted by Releasee Wolves of the Rockies in the matter of *Wolves of the Rockies v. State of Montana, by and through the Department of Fish, Wildlife and Parks*, Cause No. BDV-2023-39, Montana First Judicial District Court.
5. Claims for violation of the 2015 Lynx Settlement;
6. Claims for violations of the CITES program; and
7. Other claims not arising out of the described casualty.

#### **4. Additional Consideration**

As additional consideration for its settlement in this matter, the Releasors shall agree that the Department shall not make substantive changes to wolf hunting or trapping regulations without approval from the Commission after providing public notice and participation related to the substantive change as required by Montana law. For the purposes of this agreement, a substantive change means adding, deleting, or modifying any wolf hunting or trapping regulation except for changes required by Court order, or clerical edits such as grammar, spelling or errors in transcribing a commission vote.

As further consideration, the Montana Department of Fish, Wildlife and Parks will recommend to the Montana Fish and Wildlife Commission to add the following language to the 2023-2024 wolf hunting and trapping regulations:

Any person who—

- (1) while airborne in an aircraft shoots or attempts to shoot for the purpose of capturing or killing any bird, fish, or other animal; or
- (2) uses an aircraft to harass any bird, fish, or other animal; or
- (3) knowingly participates in using an aircraft for any purpose referred to in paragraph (1) or (2);

shall be fined not more than \$5,000 or imprisoned not more than one year, or both.

(b) Exception; report of State to Secretary

(1) This section shall not apply to any person if such person is employed by, or is an authorized agent of or is operating under a license or permit of, any State or the United States to administer or protect or aid in the administration or protection of land, water, wildlife, livestock, domesticated animals, human life, or crops, and each such person so operating under a license or permit shall report to the applicable issuing authority each calendar quarter the number and type of animals so taken.

#### **5. No Admission of Liability**

It is understood that the above-mentioned consideration and agreement is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the Releasees' negotiations for settlement nor the payment of the sums by Releasees shall be considered as an admission of liability.

## **6. Disclaimer**

Releasor has carefully read the foregoing, understands the contents thereof, and signs the same of Releasor's own free will and accord. It is the Releasor's intention to be legally bound by this Mutual Release, which shall be binding upon Releasor's heirs, successors, personal representatives, and assigns.

## **7. Taxation**

Releasees do not make any representations about the taxability of any portion of the consideration made in exchange for this Mutual Release and settlement. Releasor shall bear the sole responsibility for any and all tax consequences related to this Mutual Release and Settlement Agreement and shall fully indemnify Releasees for any tax liability that arises thereof, including any fees and costs related to enforcement of this clause.

## **8. Stipulation for Dismissal with Prejudice**

Releasor stipulates and agrees that Releasor's attorney of record shall forthwith stipulate to dismiss with prejudice, as fully settled upon the merits, Count I, II at ¶¶ 44-48(a)-(c), (e) (aerial hunting) (not including ¶ 48(d) – infrared and thermal imaging claims), III at ¶¶ 50-52 (aerial hunting only) of the described casualty with respect to the public participation claims. The parties specifically agree that the Releasees may continue pursuing their claims that allowing night hunting of wolves using thermal imaging and/or infrared imaging is not allowed under existing Montana law.

## **9. Continuing Jurisdiction**

The Montana First Judicial District Court shall have continuing jurisdiction for enforcement of this agreement.

## **10. Choice of Law**


The laws of the State of Montana shall apply to the interpretation of this Mutual Release agreement.

**11. Final Agreement**


This written Mutual Release constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

**CAUTION: READ BEFORE SIGNING!**

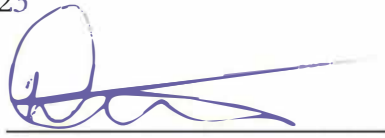
Dated this 3<sup>rd</sup> day of April, 2023

By:   
KC York  
Trap Free Montana

Dated this 20<sup>th</sup> day of March, 2023

By:   
Marc Cooke  
Wolves of the Rockies

Dated this 13<sup>th</sup> day of March, 2023

By:   
Department of Fish, Wildlife and Parks

Dated this 8 day of March, 2023

By:   
Fish and Wildlife Commission