

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT UTAH**

SOUTHERN UTAH WILDERNESS)	
ALLIANCE, <i>et al.</i> ,)	ORDER GRANTING DEFENDANTS’,
)	PLAINTIFFS’, AND DEFENDANT-
Plaintiffs,)	INTERVENOR OFF-HIGHWAY
)	VEHICLE USERS’ JOINT MOTION
v.)	FOR AN INDICATIVE RULING
)	PURSUANT TO FEDERAL RULE OF
JANICE SCHNEIDER, <i>et al.</i> ,)	CIVIL PROCEDURE 62.1
)	
Defendants,)	Consolidated Case No. 2:12cv257 DAK
)	
and)	Honorable Dale A. Kimball
)	
EOG RESOURCES, <i>et al.</i> ,)	
)	
Defendant-Intervenors.)	

This matter is before the Court on Plaintiffs’, Defendants’, and Defendant-Intervenor Off-Highway Vehicle Users’ Joint Motion for an Indicative Ruling Pursuant to Federal Rule of Civil Procedure 62.1. The motion was opposed by certain state and county intervenors.

It is well established that an intervenor “does not have power to block” entry of a settlement or consent decree unless it is unlawful, the product of collusion, or is not in the public interest. *Local No. 93, Int’l Ass’n of Firefighters, AFL-CIO CLC v. City of Cleveland*, 478 U.S. 501, 528-29 (1986). The intervening parties who filed oppositions to the proposed settlement agreement in this case have asserted several objections but have not demonstrated that the proposed settlement is unlawful, a product of collusion, or against the public interest. The proposed settlement agreement does not affect claimed R.S. 2477 rights or other valid existing rights nor does it interfere or conflict with other pending litigation. The proposed settlement agreement is consistent with FLPMA, fulfills FLPMA’s multiple-use mandate, and is in

accordance with the Norton-Leavitt Agreement. The proposed settlement agreement does not convert agency guidance into substantive rules that are binding on the BLM. The settlement requires the BLM to engage in new public processes before making any substantive determinations. The proposed settlement is a fair and lawful resolution of years of litigation. The court, therefore, concludes that the intervenors who filed objections have not presented any legal basis for blocking the settlement.

Accordingly, the Court finds that good cause exists to grant the motion.

Therefore, it is hereby ORDERED that the Joint Motion for an Indicative Ruling under Fed. R. of Civ. P. 62.1 is GRANTED, and the Court indicates that, if the case were remanded for the purpose of ruling on the underlying motion, the Court would:

(1) approve the Settlement Agreement and retain limited jurisdiction to enforce the deadlines in paragraphs 13, 27, and 29.a. of the Settlement Agreement in accordance with the terms of the agreement;

(2) dismiss with prejudice the Plaintiffs' original complaint, amended complaints, and supplemental complaint (ECF Nos. 1, 65, 86, 465, and *SUWA v. U.S. Dep't of the Interior*, No. 1:10-cv-1930 (D.D.C.) ECF No. 1) in their entirety pursuant to Fed. R. Civ. P. 41(a)(2);

(3) vacate its November 4, 2013 merits decision (ECF No. 329), May 22, 2015 remedy order (ECF No. 388), and October 16, 2015 judgment (ECF No. 419) in their entirety pursuant to Fed. R. Civ. P. 60(b).

IT IS SO ORDERED this 26th day of April, 2017.

BY THE COURT:



DALE A. KIMBALL
U.S. DISTRICT COURT JUDGE