

1 EXPEDITE
2 No Hearing is set
3 Hearing is set:
4 Date:
5 Time:
6 Judge/Calendar: _____

7 SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

8 CENTER FOR BIOLOGICAL DIVERSITY,)
9)
10) Petitioner,) No. _____
11)
12) v.) PETITION FOR JUDICIAL REVIEW
13) AND DECLARATORY AND
14) INJUNCTIVE RELIEF
15)
16) WASHINGTON DEPARTMENT OF FISH)
17) AND WILDLIFE and JOE STOHR, in his)
18) official capacity as Acting Director,)
19) Respondents.)
20)
21)
22)
23)

24 Petitioner Center for Biological Diversity files this Petition challenging as unlawful the
25 actions of Respondents Washington Department of Fish and Wildlife (“WDFW”) and WDFW
26 Acting Director Joe Stohr (collectively, “Respondents”) in improperly issuing permits,
27 developing policy, and promulgating rules to kill black bears on commercial timberlands.
Specifically, Respondents operate a program that illegally issues permits for the hunting of
black bears using bait, dogs, and traps (the “Permits”), in violation of both the spirit and the
letter of initiatives passed by Washington voters banning such cruel and inhumane hunting
practices.

28 **I. NATURE OF THE ACTION**

29 1. This is a petition for declaratory and injunctive relief pursuant to the Washington
30 Administrative Procedure Act (“APA”), RCW Ch. 34.05.

31 2. This action challenges the following actions by Respondents: (1) unlawfully
32 issuing nine permits between May 1, 2018, and May 9, 2018, authorizing the use of bait and

33 PETITION FOR JUDICIAL REVIEW AND
34 DECLARATORY AND INJUNCTIVE RELIEF - 1
35 No. _____

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1 traps to kill four bears and authorizing the use of hounds to assist in killing 14 bears (hereinafter
2 “the 2018 Permits”), based on arbitrary and capricious agency guidance and policies;¹
3 (2) adopting rules allowing the use of bait, hounds, and traps to kill bears that are arbitrary and
4 capricious and exceed WDFW’s statutory authority; and (3) failing to comply with statutory
5 rulemaking procedures in formulating policies to regulate the use of bait, hounds, and traps to
6 kill bears.

7 3. Petitioner brings this action based on review of publicly available information,
8 including the applicable statutes and rules and news reports, as well as internal agency
9 documents obtained through public information requests.

10 4. In 1996 and 2000, Washington voters passed Initiatives 655 and 713,
11 respectively, which banned the use of bait, hounds, and body-gripping traps to kill bears
12 (collectively, “the Initiatives”). Through Initiative 655, voters approved a proposition to which
13 by its short title made it a “gross misdemeanor to take, hunt, or attract black bears with bait, or
14 to hunt bears, cougars, bobcat or lynx with dogs[.]” With Initiative 713, voters approved a
15 proposal to make it a “gross misdemeanor to capture an animal with certain body-gripping
16 traps[.]” Baiting, hound hunting, and trapping are widely accepted as cruel and inhumane
17 hunting methods. The use of hounds to hunt has been banned in 32 states; the use of bait to hunt
18 bears has been banned in 37 states; and only Maine allows hunters to use traps to kill bears.

19 5. Baiting involves intensive feeding of black bears by setting out piles of high
20 calorie foods such as donuts, candy, fruits, grease, rotting garbage, fish, meat, or animal
21 carcasses (especially beaver carcasses). Bears that find them become accustomed to feeding at
22 a particular location, sometimes for weeks, thereby overcoming their natural wariness. Baiting
23 is often used in conjunction with traps, or hunters wait in tree stands or on platforms that allow
24 them to shoot animals at close range while they are feeding. Bears that consume bait may be

25 _____
26 ¹ The challenged 2018 Permits are attached hereto as Exhibits A-I, and are numbered BH-201805-16095-0, BH-
27 201805-16096-0, BS-201805-16097-0, BH-201805-16202-0, BH-201805-16203-0, BH-201805-16204-0, BH-
201805-16206-0, BH-201805-16120-0 and BS-201805-16123-0.

1 habituated to people and their food, making them more likely to cause conflicts such as raids
2 on campsites or garbage cans.

3 6. The trapping banned by Initiative 713 involves the use of cruel and dangerous
4 steel-jawed leghold traps and other body-gripping animal traps. These traps frequently cause
5 severe injury and suffering, causing lacerations, broken bones, and joint dislocations. Bears and
6 other animals caught in traps may languish without food or water, and with no protection from
7 the elements or predators, panicked animals will sometimes even chew off their own feet to
8 escape. As a result, these traps have been declared inhumane by organizations such as the
9 American Veterinary Medical Association, the World Veterinary Association, and the
10 American Animal Hospital Association. These traps are indiscriminate, and pose a danger to
11 all that encounter them, such as eagles, cats, dogs, and even children. As the Voters' Pamphlet
12 for Initiative 713 stated: "They are like land mines. For every 'target' animal killed by a trapper,
13 studies indicate there are up to ten 'non-target' victims."

14 7. Hound hunting uses dogs to pick up the scent of a bear, and then pursue the
15 terrified and traumatized animal, often over long distances. Hounds equipped with high-tech
16 GPS collars are set loose to chase a bear until it takes refuge up a tree, is cornered, or stops
17 running due to exhaustion. Hunters generally follow the dogs in a vehicle and locate the target
18 bear based on GPS from the dogs' collars. The chase can last anywhere from half an hour to
19 days. In some instances, the dogs will catch the bears on the ground and maul them until the
20 hunters arrive. The chase causes the pursued bears significant and prolonged fear, pain and
21 distress, and—especially when the hunt takes place in the spring—often results in cubs being
22 separated from their mothers and dying from starvation. Once a hunter locates the bear, the
23 hunter will shoot the treed, cornered, or exhausted animal. Death is not always instantaneous.
24 Animals shot from trees may suffer broken bones from the fall, and they may be mauled by
25 dogs until they are killed. The dogs themselves may suffer, as they frequently become lost
26 during the chase, and some bears, too exhausted to run any longer or cornered by the pack, will
27 turn and attack the hounds. As one proponent of legislation to ban hound hunting told the

1 Washington legislature: “shooting a feeding bear or a cougar driven up a tree by dogs is the
2 moral and sporting equivalent of shooting an animal in a cage at Woodland Park Zoo.”

3 8. The Initiatives allowed narrow exceptions to its bans on these cruel and
4 dangerous hunting methods, which included provisions allowing WDFW to issue permits for
5 government employees or agents to use bait or dogs to hunt bears as necessary to protect public
6 safety, domestic animals, and private property. The Initiatives also allowed landowners or their
7 lessees to use dogs to kill bears for these purposes, under permits issued and conditioned by
8 WDFW. In addition, they permitted WDFW to issue permits to people to use traps to kill bears
9 as necessary to protect property, if the agency made a finding that the problem could not be
10 abated using non-lethal methods.

11 9. WDFW purports to authorize the killing of bears under the private property
12 exceptions in the Initiatives by means of its “Bear Timber Depredation Program” (“Program”).
13 Through the Program, WDFW provides hunters identified by commercial timberland owners
14 with Permits to use bait, dogs, and traps to kill bears. The purported purpose of the Program is
15 to prevent bears from damaging trees through “peeling” and reducing their commercial value.
16 Black bears emerge from hibernation in spring looking to replenish body fat lost during
17 hibernation. Tree sap is a calorie-dense source of food, which some bears access by peeling
18 bark from trees. Commercial timberland owners claim that peeled trees may have reduced or
19 no commercial value as timber.

20 10. Between 2010 and 2015, WDFW issued 794 Permits authorizing the killing of
21 black bears using bait, dogs, and traps on commercial timberland. The Permits resulted in the
22 killing of 797 bears using these banned hunting methods. In 2016 and 2017, around 100 bears
23 were killed each year using bait, dogs, or traps authorized through the Program.

24 11. WDFW’s management of the Program has ignored the spirit and the letter of the
25 Initiatives, which allow the use of bait, dogs, and traps only under limited circumstances, and
26 only to address an “animal problem” after non-lethal means have been exhausted, or for the
27 purpose of “protecting . . . private property.” Rather than manage the Program so that it targets

1 specific bears causing property damage, WDFW has authorized hunters to use methods that kill
2 bears indiscriminately in areas distant from damaged trees, and even lure non-offending bears
3 into the hunting area. Rather than design the Program so that it actually reduces damage to
4 commercial timberland, WDFW has enacted policies that its staff believes may actually
5 increase such property damage. Rather than limit the use of banned hunting methods to the
6 narrow class of people designated by the Initiatives, WDFW allows a group of private hunters
7 to take advantage of the Program to continue using cruel hunting methods that Washington
8 voters have criminalized. The season for the Permits runs from mid-April through the end of
9 June, and afterwards on a case-by-case basis.

10 12. In the process, Respondents have ignored frequent and explicit concerns voiced
11 by WDFW staff that the Program is not managed in accordance with legal requirements, or in
12 a reasonable manner designed to achieve the agency's purported goals.

13 13. WDFW has shrouded the Program in secrecy. Although WDFW adopted vague
14 and general public rules to govern the program in 2016, most of its regulation has come through
15 internal guidelines that have not been available to the public for review or comment. In contrast
16 with similar hunting and permitting programs, WDFW does not make information about the
17 Program publicly available, include data from the Program in state hunting or trapping kill
18 numbers, or post any information about the number of Permits issued or bears killed under the
19 Program. In fact, it directs hunters not to include information on WDFW's Washington
20 Interactive Licensing Database platform, which is used for other hunting licenses.

21 14. WDFW has kept the Program out of public view because it knows that it would
22 be deeply unpopular. Not only does the Program use hunting methods that Washington voters
23 have voted to criminalize, but a poll commissioned by WDFW in 2014 indicates that
24 Washington citizens overwhelmingly oppose the killing of black bears *by any means* to prevent
25 damage to timber on commercial timberlands, with 70% of voters opposing such killing, and
26 only 17% in favor.

1 will continue to be, injured by Respondents' failure to comply with the APA in authorizing the
2 killing of black bears using bait, dogs, and traps in Washington.

3 20. The relief requested by Petitioner in this petition would redress or lessen the
4 injuries of Petitioner's members, supporters, and staff. The relief requested by Petitioner, if
5 granted, would prevent Respondents from engaging in killing black bears using banned hunting
6 methods until, and unless, they comply with state law. The relief requested by Petitioner, if
7 granted, would reduce the number of black bears killed in Washington.

8 21. The mailing address for the headquarters of the Center is P.O. Box 710, Tucson,
9 AZ 85702-0710. Petitioner is represented by Claire Loeb Davis of Lane Powell PC, located at
10 1420 Fifth Avenue, Suite 4200, Seattle, WA 98101-2375, whose mailing address is P.O. Box
11 91302, Seattle, WA 98111-9402, and by Collette Adkins of the Center, at P.O. Box 595, Circle
12 Pines, MN 55014-0595.

13 **B. Respondents**

14 22. Respondent WDFW is an agency of the State of Washington, under the auspices
15 of the Washington Fish and Wildlife Commission ("Commission"). WDFW is located in the
16 Natural Resources Building at 1111 Washington Street S.E., Olympia, WA 98501, and its
17 mailing address is P.O. Box 43200, Olympia, WA 98504-3200. The mission of WDFW is to
18 "preserve, protect, and perpetuate" wildlife. RCW 77.04.012. Its statutory purpose includes a
19 command to "conserve the [state's] wildlife . . . resources in a manner that does not impair the
20 resource." *Id.* Under RCW 77.12.240, WDFW has the discretion to "authorize the removal or
21 killing of wildlife that is destroying or injuring property." In authorizing the removal or killing
22 of wildlife, WDFW must act within the bounds of its other responsibilities under state law.

23 23. Respondent Joe Stohr is sued in his official capacity as the Acting Director of
24 WDFW, appointed by the Commission in accordance with RCW 77.04.055(7). The Director is
25 required to "supervise the administration and operation of the department and perform the
26 duties prescribed by law and delegated by the commission." RCW 77.04.080. Among other
27

1 duties, the Director oversees authorizations for trapping or killing wildlife found to be
2 threatening human safety or damaging property. RCW 77.15.194(4); RCW 77.36.030(1).

3 **IV. FACTUAL BACKGROUND**

4 **A. WDFW Authorizes Killing of Black Bears to Protect Commercial Timberland.**

5 24. Black bears live primarily in forested areas in western, northern, and
6 southeastern Washington. They have a primarily plant-based diet, but are opportunistic
7 omnivores with a keen sense of smell. Black bears hibernate in dens during winter months and
8 emerge in spring needing to replenish their depleted fat stores. Black bears' spring diet is
9 primarily comprised of herbaceous plants. Plant-based food sources for black bears are
10 naturally often scarce in the spring. The lack of food can be particularly acute on commercial
11 timberlands due to intensive management for commercial timber, often involving the removal
12 of competing plants through the use of pesticides. As a result, a significant increase in tree
13 peeling activity occurred between the 1940s and 1950s, coinciding with the use of "forest
14 management designed to produce higher yields of timber." In 2016, WDFW estimated there
15 were eight million acres of commercial timberland in Washington. WDFW's 1996
16 Environmental Impact Statement for Black Bear Management ("EIS") found that 43% of bear
17 habitat in Washington is on private forestland. Most damage from tree peeling occurs in western
18 Washington, with limited damage in the northwest and the Cascades.

19 25. To compensate for scarce food sources or deficiencies in their diet, some black
20 bears strip the bark of coniferous trees with their claws and teeth to feed on sapwood. Typically,
21 the bears target immature trees between 15 to 30 years old. Peeling is more likely to occur in
22 intensively managed timberland due to the use of herbicides that removes other food sources
23 for bears, and the fact that bears are attracted to even-age stands of 15-30 year-old trees that
24 provide them with the most carbohydrates. This practice is called "tree peeling" and black bears
25 typically cease tree peeling by July when other sources of food become available.

26 26. According to the EIS, not all black bears engage in tree peeling: "in many areas
27 black bears reside without appreciably damaging timber," and "the presence of black bears does

1 not automatically result in timber damage.” The EIS explains that tree peeling is a “natural and
2 instinctual behavior,” but that “the technique of peeling bark to obtain sugars is learned
3 behavior.” It also notes that tree peeling can reduce the commercial value of trees.

4 27. Beginning in 1951, WDFW began authorizing the killing of black bears in a
5 purported attempt to limit tree-peeling damage on commercial timberland. At that time, the Fish
6 and Wildlife Commission classified bears as a predator species, which allowed year-round
7 hunting with no harvest limits. WDFW began issuing permits for the killing of black bears,
8 including with bait, hounds, and traps, in the early 1970s. Some form of permit program for
9 commercial timberland owners to kill black bears using bait, dogs, and traps has continued since
10 that time.

11 28. Currently, black bears are classified as a game animal under Washington law,
12 and Washington State permits the hunting of black bears using a firearm, archery or
13 muzzleloader. WAC 220-400-020; WAC 220-415-080 (spring hunt); WAC 220-415-090 (fall
14 hunt). Depending on location, the fall hunting season begins in August or September and ends
15 on November 15. WAC 220-415-090. In addition, WDFW manages a spring hunt on
16 commercial timberlands that ranges, depending on the location, from April 1 to June 15.
17 WAC 220-415-080.

18 **B. Initiatives Outlaw the Use of Bait, Dogs, and Traps to Hunt Black Bears, with**
19 **Narrow Exceptions.**

20 29. In 1996, the voters of Washington passed Initiative 655, now codified as
21 RCW 77.15.245. Initiative 655 makes it “unlawful to take, hunt, or attract black bear with the
22 aid of bait.” RCW 77.15.245(1). Initiative 655 also makes it “unlawful to hunt or pursue black
23 bear, cougar, bobcat, or lynx with the aid of a dog or dogs.” RCW 77.15.245(2). Statements of
24 support appearing in the voter’s pamphlet describe Initiative 655 baiting and hound hunting as
25 unfair, unsporting, and cruel.

26 30. Initiative 655 provides for a narrow exception to the ban, permitting baiting and
27 hound hunting “for the purpose of protecting livestock, domestic animals, private property, or

1 the public safety.” RCW 77.15.245(1)(a) & (2)(a). Initiative 655 authorizes WDFW to permit
2 “employees or agents of county, state, or federal agencies” to use bait to hunt black bears to
3 protect private property. RCW 77.15.245(1). Initiative 655 also authorizes WDFW to permit
4 “employees or agents of county, state, or federal agencies” to use dogs to hunt black bears to
5 protect property or “the owner or tenant of real property” to use dogs to hunt black bears as
6 conditioned by WDFW. RCW 77.15.245(2).

7 31. In 2000, the voters of Washington passed Initiative 713, now codified as
8 RCW 77.15.194. Under Initiative 713, it is unlawful to use body-gripping traps, including steel-
9 jawed leghold traps and neck snares, to capture “any mammal,” which includes black bears.
10 RCW 77.15.194(1). Statements of support appearing in the voter’s pamphlet describe Initiative
11 713 as intended to stop the cruel and inhumane practice of trapping, noting that: “[s]teel-jawed
12 leghold traps and other body-gripping animal traps cause severe injury and suffering to wildlife
13 and pets, causing lacerations, broken bones, and joint dislocations[.]. . . . [a]nimal victims
14 languish in traps without food or water and with no protection from the elements or predators[.]
15 . . . [s]ome animals chew off their feet to escape,” and “[t]rappers kill animals by stomping,
16 bludgeoning, and strangulation.”

17 32. As with Initiative 655, Initiative 713 created a narrow exception to address
18 conflicts with wildlife. Under the Initiative, a person applying for an exception must establish
19 that there “exists on a property an animal problem that has not been and cannot be reasonably
20 abated by the use of nonlethal control tools” or that “such nonlethal means cannot be reasonably
21 applied.” RCW 77.15.194(4)(b). WDFW may then issue special permits for the use of traps
22 only after “making a finding in writing that the animal problem has not been and cannot be
23 reasonably abated by nonlethal control tools or if the tools cannot be reasonably applied.” *Id.*

24 **C. WDFW Improperly Exploited Narrow Exceptions in Initiatives to Allow an**
25 **Unlawful Private Bear Hunt Using Banned Methods.**

26 33. Despite the bans on the use of bait, hounds, and traps passed by the voters in
27 1996 and 2000, WDFW has continued to allow these methods to be used by a select group of

1 hunters to kill bears on private timberland, purportedly under the terms of the narrow exceptions
2 in the Initiatives. In reality, the Program has ignored both the spirit and the letter of the
3 Initiatives, establishing an exclusive hunting season that secretly allows hunters to kill black
4 bears using the cruel, inhumane, and unsporting methods criminalized by Washington voters.

5 34. In 2013, the Program was transferred from WDFW’s Enforcement Section to its
6 Wildlife Program.

7 35. The Program was transferred due to concerns about the Program’s
8 “effectiveness of reducing timber damage due to the manner in which black bears were being
9 removed; the cumbersome process and requirements placed on commercial timberland owners
10 through the program; WDFW’s inability to give the program adequate attention through the
11 Enforcement Program with the increasing demands on officers to enforce laws; and potential
12 abuses of the program by some dog handlers.” Yet following this move, WDFW still failed to
13 make any changes to address the systemic problems with the Program. WDFW formed the Bear
14 Timber Advisory Group and Subcommittee to provide input on the Program. (“Advisory
15 Group”). The Advisory Group consists of WDFW staff and representatives from the Wildlife
16 Services Division of the U.S. Department of Agriculture’s Animal and Plant Health Inspection
17 Service (“Wildlife Services”).

18 36. WDFW proposed three rules to govern the Program in 2015, and adopted them
19 in 2016. WAC 220-440-210, “Black bear timber damage depredation permits;” WAC 220-440-
20 070, “Use of body-gripping traps and exceptions;” and WAC 220-417-040, “Use of body-
21 gripping traps—Special trapping permit required” (collectively, the “2016 Rules”).

22 37. WDFW purports to implement the exceptions in Initiative 655 through WAC
23 220-440-210, which provides “black bear removal criteria” that specify the requirements for
24 issuance of “Black Bear Depredation Permits” authorizing the use of dogs and baiting as
25 hunting methods. Under the rule, WDFW may issue a Permit to remove two black bears upon
26 the submission of “a request for removal” by a “landowner or the landowner’s designee.” The
27 Permit can then be used by the select hunters authorized by the department.” *Id.* at (3)(a). A

1 Permit area must have “bear caused timber damage” that has been verified by WDFW. The rule
2 defines “[d]amage to timberlands” as “evidence that bears have damaged private commercial
3 timber.”

4 38. WDFW purports to implement the exceptions in Initiative 713 through
5 WAC 220-440-070 and WAC 220-417-040, which govern the issuance of Permits authorizing
6 the use of traps. WAC 220-440-070 provides that in order to abate private property damage,
7 WDFW may issue a permit upon the application in writing by “any person” who states the
8 “threat or damage, the nonlethal control methods attempted or why they cannot be applied.”
9 The use of traps is limited to a 30-day period.

10 39. WAC 220-417-040 specifically regulates the use of “body-gripping traps,”
11 which it defines as traps that “grips an animal’s body or body part,” including steel-jawed
12 leghold traps, padded-jaw leghold and padded foot-hold traps, Conibear traps (certain traps that
13 hold an animal’s body across its main axis), neck snares, and nonstrangling foot snares.
14 WAC 220-417-040(1)(a). The rule allows WDFW to issue a Permit to use these traps to “abate
15 an animal problem.” WAC 220-417-040(1)(e). The rule authorizes WDFW to deny a permit
16 where “[o]ther appropriate nonlethal methods to abate damage have not been utilized” or “the
17 alleged animal problem either does not exist or the extent is insufficient to justify lethal
18 removal.” WAC 220-417-040(13)(a) & (b).

19 40. The rules adopted by the agency in 2016 are purposefully vague, and leave large
20 gaps for the agency to address later, including through “procedures established by the
21 department” and “criteria developed by the department.” WAC 220-440-210(2)(a) & (b). For
22 instance, WAC 220-440-210 does not define what damage is or how it is to be verified. The
23 rule also does not address who may hunt under a Permit, except to state the hunter must be
24 authorized under “criteria” of the Department. WAC 220-440-210(1)(a) & (2)(a). Similarly,
25 WAC 220-417-040(1)(e) only states that authorization for trapping is to “abate a problem
26 animal,” but provides no criteria under which WDFW would make that determination. Neither
27 WAC 220-440-070 nor WAC 220-440-210 require WDFW to make written findings that

1 nonlethal control methods have indeed been used or cannot be applied, as required by Initiative
2 713.

3 41. Although the 2016 Rules were available for public comment, in reality, the
4 regulation of the Program has come through the use of non-public agency “guidance.” Although
5 this guidance meets all the criteria for an agency “rule,” it did not go through the rulemaking
6 process, but was implemented by the agency through an internal process that shielded it from
7 public comment and criticism, and protected it from judicial review.

8 42. Almost immediately following the formal adoption of the 2016 Rules, WDFW
9 thus adopted additional guidance through a variety of documents to govern the management of
10 the Program (“2016 Guidance”).

11 43. The 2016 Guidance addressed important details that were not covered by the
12 2016 Rules, including:

13 a. Permit length: All Permits will be issued for 30 days and authorize the taking
14 of two bears.

15 b. Threshold tree-peeling damage before a Permit would be issued: Permits may
16 be issued on prior year tree damage in “Douglas fir and hemlock stand of a vulnerable age class
17 that have documented damage from the previous year (April through July) . . . regardless of
18 previous years’ removal);” fresh tree damage is defined as “any fresh-peeled trees (no red, grey
19 or needle-less trees) within a stand” and fresh damage must be verified.

20 c. Supplemental feeding regulations: Supplemental feeders must be removed prior
21 to hunting, hunters may not kill a black bear off feeder barrels, and landowners must disclose
22 the location of feeder barrels.

23 d. Hunting methods authorized: One hunting method is authorized per Permit but
24 subsequent Permits may authorize other methods.

25 e. Carcass retention: Hunters are allowed to retain one carcass and others must be
26 donated, all gall bladders must be turned in to WDFW; hound hunters may retain meat, but
27 must turn in teeth, hides and skulls.

1 f. Traps and Bait: Bait is permitted for Master Hunters and trappers to attract bears
2 to a “snare removal area” for selective and targeted removal; foot snares are permitted only by
3 Wildlife Services or certified trappers, but other trappers were grandfathered in for a year.

4 g. Licensing: Hunters are required to have a big game license; hunters are not to
5 report to WILD (“Washington Interactive Licensing Database”) and only to report to a Wildlife
6 Conflict Specialist; hound hunters must report to WDFW 24 hours before hunting.

7 h. Pursuit and kill zones: Hound hunters may pursue and kill bears within a three-
8 mile radius of damage but must begin a pursuit within one mile of timber damage; trappers and
9 baiting must be within one mile of damage.

10 44. In addition to the 2016 Guidance, WDFW has continually made substantive
11 changes to the Program through more informal means, such as by adjusting the language of the
12 Permits and application materials, or changing the rules for enforcement, often without notice
13 to its own staff. In at least one circumstance, WDFW staff admitted that the agency left the
14 language of the Permits deliberately ambiguous, so that it could have the freedom to change its
15 mind later about what the policy meant.

16 45. The result has been a chaotic program over which WDFW staff has repeatedly
17 raised serious concerns, including concerns regarding its legality and lack of meaningful
18 standards. Continuing concerns noted by staff include: (1) failure of the Program to follow the
19 standards set by the Initiatives; (2) use of supplemental feeding while permits were active in
20 violation of the rules; (3) issuance of permits with overlapping hunting zones; (4) concern about
21 permits being issued with no new damage; (5) hound hunters finding damage for landowners
22 so that they could have an excuse to hunt using illegal means; (6) failure to regulate the content
23 of supplemental feed; and (7) authorization of hunting areas near public land and residential
24 areas.

25 46. In addition, WDFW staff members have expressed concern that the frequently
26 changing Program policies, lax enforcement, and inconsistent guidance from management has
27

1 made it difficult for them to know what standards they are supposed to apply in the issuance
2 and enforcement of the permits.

3 47. Despite the numerous, repeated, and serious concerns voiced by its staff,
4 WDFW failed to make meaningful changes to the Program to address its legal and functional
5 deficiencies, or to offer any explanation for its failure to make such changes. However, in the
6 spring of 2017, many of these concerns were aired publicly as the result of a year-long
7 investigation into the Program by King 5 news, which resulted in a series of segments and
8 online articles discussing the Program’s deficiencies, and revealing publicly for the first time
9 the extent to which WDFW had been authorizing hunters to use hunting methods that
10 Washington voters had banned.²

11 48. The King 5 investigation resulted in a public outcry and demands for reform
12 from humane organizations. As a result, WDFW made modest adjustments to the Program in
13 2018, which nevertheless failed to cure its fundamental legal deficiencies. These changes were
14 largely made through the “2018 SOP” (“2018 Guidance”), which included the following
15 provisions:

16 a. Permits will no longer be issued on prior-year damage, as had been allowed
17 under vague provisions in prior years, and “damage” is defined as “any fresh-peeled trees (no
18 red, grey or needle-less trees) within a stand of Douglas-fir [sic] or hemlock trees less than or
19 equal to 30 years of age.”

20 b. Although the 2016 Guidance had provided that photos of damage should be
21 submitted with Applications, the 2018 Guidance now specifies that WDFW will verify bear-
22 caused timber damage by examining these photographs.

23
24
25
26 ²Alison Morrow, Accused Bear Poacher Breaks Silence, Points Finger at WDFW, KING5 News, April 23, 2018,
27 available at <https://tinyurl.com/yaq2ash6>; Alison Morrow, Bear Feeding Program Criticized for Baiting, KING5
News, June 21, 2017, available at <https://tinyurl.com/y7pva44z>; Alison Morrow, Loophole Allows Illegal Bear
Hunt Involving Dogs Every Year, KING5 News, May 25, 2017, available at <https://tinyurl.com/yadclwwb>.

1 c. Although the 2016 Guidance allowed hunters to retain one carcass, and hound
2 hunters to retain the meat of the bears they kill, the 2018 Guidance provides that no hunters will
3 be permitted to retain any parts of the bears they kill.

4 d. While the 2016 Guidance provided that supplemental feeding stations must be
5 removed prior to the commencement of hunting, the 2018 Guidance now provides that the
6 feeding stations must be removed prior to the Permit start date.

7 49. WDFW did not propose these changes through formal rulemaking procedures,
8 and has not made the 2018 Guidance available to the public.

9 **D. The Program Violates the Limited Exceptions Allowed by the Initiatives.**

10 50. WDFW utilizes the “Request to Remove Black Bear Causing Timber Damage”
11 (“Application”) for all Permits, whether authorizing hunting using bait, dogs, or traps. The
12 Application allows the option of killing bears with hounds, by trapping, or by unspecified
13 methods with the use of Master Hunters.³ While the use of bait is not specifically provided as
14 an option, bait is authorized to be used in conjunction with trapping.⁴ The hunters identified on
15 the Application (“Permittees”) must sign and submit the Black Bear Timber Damage Permittee
16 Affidavit (“Affidavit”) to participate in the Program. The 2018 Guidance provides it is the
17 “responsibility of the timber owner or their representative (applicant) to ensure this is completed
18 by their participants,” and states that the Affidavits and Applications are to be forwarded to
19 WDFW. Pursuant to the Permit issued by WDFW, “Permits are valid only when an affidavit
20 signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW
21 representative.” Timber company members of the Washington Forest Protection Association
22 (“WFPA”) submit Applications to WFPA, and WFPA then submits the Applications to WDFW
23 on their members’ behalf for approval of the select Permittees. Small timber owners submit

24 _____
25 ³ A “Master Hunter” is a hunter enrolled in WDFW’s “Master Hunter Permit Program,” which requires a hunter
26 to show a demonstrated proficiency with a hunting implement, submit and pass a background check, pass a written
exam, agree to comply with the Code of Ethics, attend Crime Observation and Reporting Training, and volunteer
20 hours on a project benefiting wildlife resources.

27 ⁴ The 2018 Guidance provides that an additional Black Bear Timber Damage Bait Site Registration Form is
required to register a bait site.

1 their Applications directly to WDFW. WDFW sometimes issues Permits in as little as 24 hours
2 after receiving an Application.

3 51. The use of a single Application for all hunting methods ignores the different
4 requirements for each method mandated by the narrow exceptions in the Initiatives, and means
5 that these requirements are not enforced. In addition, the Application, Affidavit, and Permit
6 contain internally contradictory provisions, and provisions that violate both the spirit and intent
7 of the Initiatives and the stated polices and goals of WDFW.

8 52. The Application requires the submission of photos of the tree-peeling damage
9 and the GPS location of the damage. Under the 2018 Guidance, WDFW need only verify
10 damage through examination of a photo provided by the applicant. This is despite the fact that
11 WDFW staff have called such verification a “rubber stamp” and urged that damage “cannot
12 (and should not) be validated by anything short of a site visit.” Similarly, the Advisory Group
13 had recommended that WDFW verify and quantify all damage before issuing a Permit.
14 Although the 2018 Guidance provides that black bear damage must be “within a stand of
15 Douglas-fir [sic] or hemlock trees less than or equal to 30 years of age,” WDFW does not
16 require photo evidence that shows the stand of trees, so it has no way to verify that such
17 requirements are being met. WDFW have also reported instances in which damage reports were
18 falsified, or reported damage that was from species other than bears.

19 53. WDFW’s 2016 Bear Removal Training Manual states that “non-lethal options
20 are the priority for addressing tree damage from bear.” WDFW’s 2015-2021 Game
21 Management Plan directs the agency to “improve and expand strategies beyond existing
22 techniques, which will result in an overall 10% reduction in the number of permits requested to
23 lethally remove black bears for timber damage while maintaining or decreasing the amount of
24 bear caused timber damage over the period 2015-2021. Strategies are to include the
25 development of “a black bear timber depredation program that includes proactive non-lethal
26 prevention measures, methods to validate damage, options for lethal removal prevention
27 (during and post damage seasons), collaboration with other entities for testing and evaluating

1 damage and prevention techniques, and methods to evaluate the efficacy of the program;”
2 providing “information to landowners on damage prevention tools and promote the use of non-
3 lethal measures; where feasible.”

4 54. However, public records and public statements by WDFW officials indicate that
5 WDFW has not studied different non-lethal methods that may be used, its staff does not have
6 training regarding effective non-lethal methods, and it does not have resources available to
7 provide to landowners regarding non-lethal methods.

8 55. The Application requires the identification of non-lethal methods utilized before
9 applying for a Permit, and provides a series of boxes that may be checked, including electric
10 fencing, other fencing, guard animal, hazing, supplemental feeding, heavy stocking, and
11 avoided thinning. One of the boxes on the Application for “non-lethal methods” is “public
12 hunting opportunity,” which by its terms, is not a “non-lethal method,” since “hunting” is by
13 definition, “lethal.”

14 56. Despite WDFW’s indication that non-lethal options are a “priority,” there is no
15 standard for evaluating the sufficiency of non-lethal methods in the 2016 Guidance or the 2018
16 Guidance, or in the 2018 Affidavit, Application or Permit, or even a stated requirement that
17 non-lethal methods be attempted prior to the Permit being issued. In contravention of Initiative
18 713, the Permit does not require WDFW to make any written findings regarding available non-
19 lethal options or a Permit applicant’s exhaustion of available non-lethal options before issuing
20 a Permit to trap bears, and in practice, WDFW does not make any such written findings.

21 57. Through the Application, the landowner or landowner representative identifies
22 the Permittee who will be authorized to hunt. The only limitations on who may be designated
23 as a Permittee is that hounds may only be used by “designated hound handlers,” while traps
24 may be used by “Master Hunters and trappers.” There is no definition of who may be a
25 “designated hound handler” or a “trapper” in the 2018 Guidance, Affidavit, Application or
26 Permit. The Application and Permit specify that the “Permittee” is an “independent contractor.”
27

1 58. In contravention of the clear language of Initiative 655, the Permits thus
2 authorize “hound handlers” who are not landowners, the landowner’s lessee, or government
3 agents to hunt bears using hounds. In contravention of the clear language of Initiative 655
4 limiting use of bait to “agents” of the government, the Permits thus authorize “Master Hunters”
5 and “trappers” who are not government employees or agents to use bait to attract bears into
6 traps. These policies have continued despite the fact that WDFW staff have repeatedly
7 expressed the opinion that WDFW is violating Initiative 655 by authorizing hunters who are
8 not agents of the government to use banned hunting methods. In one internal email, a WDFW
9 staff member indicated that “[b]y determination of the Attorney General’s office, master
10 hunters do not qualify as agents, therefore we cannot issue bait permits to them for hunting in
11 this manner.” Another WDFW employee similarly commented that such practices clearly
12 violate the law, insisting that “just because [a past employee] broke the law doesn’t mean we
13 need to continue with the bad past practice,” but that it was “clear that Wildlife management
14 will do whatever is easiest for them.”

15 59. Through the Application, the landowner or landowner’s representative selects
16 the hunting method to be authorized. Despite objections from its staff, WDFW has refused to
17 allow its staff to exercise its discretion to mandate that particular hunting methods be used in
18 order to ensure safety, legal compliance, and increase the likelihood that the Program would
19 target bears actually causing property damage, as intended by the Initiatives. WDFW has also
20 resisted calls from its staff to require the use of professional trappers, such as those employed
21 by Wildlife Services, noting that resistance to using Wildlife Services indicates that the intent
22 of the applicants is not really to reduce bear property damage.

23 60. The Permits and Applications allow for the killing of two bears within a one-
24 mile radius of a damaged tree for trappers or hunters using bait. Hound hunters must begin their
25 pursuit of a bear within one mile of the damaged tree, but may chase and kill bears within a
26 three-mile radius of the damage. Although the Application provides that permits will not be
27 authorized if the one-mile radius from the damage location overlaps another one-mile radius of

1 an active Permit from the same property owner, there are no provisions preventing the overlap
2 of the three-mile radiuses for chasing and killing bears with hounds. This allows for the creation
3 of large overlapping areas in which hunters can run hounds, increasing the “recreational”
4 benefits of the hunt, but reducing the likelihood that bears actually responsible for tree peeling
5 will be killed. As one hunter conceded, the overlapping applications are strategically planned
6 to “permit him to hunt the entire season” and “run bears with 14 dogs.”

7 61. The Application requires the identification of the location of any supplemental
8 feeders. Supplemental feeders provide food to black bears as an alternative to sapwood obtained
9 by tree peeling, and are a recognized non-lethal technique that is specifically allowed by
10 Initiative 655. RCW 77.15.245(1)(b). However, supplemental feeders can also draw more bears
11 into an area. In a 2017 interview with KING 5, WDFW Game Division Manager Anis Aoude
12 acknowledged that supplemental feeding stations directly conflict with the goal of limiting the
13 number of bears in an area. Although intended by Initiative 655 to be a “non-lethal method” of
14 controlling bear damage, evidence indicate that supplemental feeders may increase the bear
15 population in a particular area with vulnerable trees, thus causing more tree damage, and more
16 bears to be killed.

17 62. WDFW’s failure to regulate supplemental feeding makes it far more likely that
18 such feeding will result in more bears being killed, rather than fewer. WDFW requires the
19 removal of supplemental feeders prior to the Permit start date and prohibits killing of a bear by
20 hunters using dogs within a mile of an existing supplemental feeder. However, hound hunters
21 can use their hounds to track a scent in areas where “feeding stations” were located just a day
22 before, and what was a “supplemental feeding station” one day may become a bait station or
23 the location of a trap just a day later. Despite the fact that WDFW staff have voiced concerns
24 over landowners adding attractants to supplemental feed, including beaver carcasses, WDFW
25 does not regulate the content of supplemental feed so that it is distinguished from the substances
26 used as bait to lure bears.

1 63. By failing to require any principled distinction between supplemental feeders
2 and bait stations, WDFW allows hunters to effectively use bait outside of what is permitted by
3 Initiative 713, and what is purportedly permitted by its own internal regulations. Bears do not
4 distinguish between what is a supplemental feeder one day or a bait station the next, and do not
5 stop coming to an area to feed as soon as the feeder is removed. As a result, a bear may be
6 lured to an area to eat at a “supplemental feeder” that was in place the day before as a “non-
7 lethal method” of damage control, only to be caught in a trap set at that same location, or chased
8 and treed by hounds within that area.

9 64. As detailed above, Respondents’ management of the Program fails to target
10 specific black bears that cause property damage, as intended by the Initiatives. WDFW
11 recognizes that the purpose of the Program is to target bears peeling trees and to remove
12 nuisance bears. WAC 220-440-210. In an internal training manual, WDFW describes the intent
13 of the Program as “to aid landowners in reducing damage to commercial timber and to target
14 those bears most likely to be causing the damage.” Yet, as WDFW Game Division Manager
15 Anis Aoude conceded in a 2017 KING 5 interview, the Program does not specifically target
16 problem bears, but instead aims at reducing the population of bears in the area. WDFW staff
17 members have long attempted to persuade the agency to take steps to address this issue. As one
18 WDFW staff member noted in internal emails, “the presence of a bear in forested habitat does
19 not directly equate to a bear causing timber damage.” In 2014, a WDFW Bear Specialist noted
20 that hunting tends to target male bears, when it is typically females that are responsible for tree
21 peeling. The specialist also noted that only a quarter of the bears killed under the Program had
22 bark in their stomachs indicating that they had been peeling trees.

23 65. WDFW staff has also expressed concern that the Program is not reducing
24 property damage, but may instead be exacerbating the problem. As a WDFW Bear Specialist
25 noted, the Program has the “potential to create more damage,” because it consists of feeding
26 bears, attracting them to the site, and then trying to kill them. A WDFW Bear Specialist noted
27 that the program has been “revolving now for 25+ years” and, according to a timber industry

1 group member, “the problem now is worse than it’s ever been.” WDFW has not conducted any
2 studies or compiled any statistics to demonstrate that the Program has any effect on reducing
3 the property damage that bears cause to commercial timberlands.

4 66. WDFW has issued Permits despite Permittees’ obvious failure to comply with
5 WDFW’s internal rules and policies, and failed to revoke Permits after learning of such
6 violations. This includes issuing Permits without the required photographic evidence of
7 damage, issuing Permits despite information indicating that the claimed damage was not caused
8 by bears, and issuing Permits despite the fact that supplemental feeding stations had not been
9 removed from the Permit area. Documents obtained through public disclosure requests show
10 that WDFW management has often been reluctant to revoke or deny Permits based on violations
11 of the Program’s internal regulations. In one case, a manager asked a staff member to think hard
12 about denying a Permit, because doing so would cause a problem with timber companies who
13 would then “press the point with the senior leadership here in Olympia.” In another case, a
14 manager directed staff to issue a Permit despite the fact that the damage might not be “within
15 the prescribed parameters and from bears,” in part because of WDFW’s desire to “develop a
16 good working relationship” with the landowner.

17 67. Many aspects of the Program thus indicate that its true purpose is not to limit
18 property damage, but rather to provide a thinly disguised hunting season for the benefit of a
19 select group of hunters, and satisfy the demands of influential commercial interests. In some
20 cases, it is the hunters themselves, rather than landowners, who identify and report damaged
21 trees. The landowners then obtain permits to hunt, which are used by the hunters—who often
22 pay the landowners for the privilege of being Permittees under the Program. As a WDFW staff
23 member commented, this practice is the equivalent of “the fox guarding the hen house.” A
24 WDFW biologist stated in a 2016 KING 5 report, “[i]t seems like the system in place is just
25 being manipulated by those who want to be able to run their dogs and to some extent by timber
26 owners/individual foresters who are facilitating it.”

1 68. As of May 14, 2018, Respondents had issued nine permits authorizing the killing
2 of a total of 18 black bears using hound hunting, bait and traps for 2018. The 2018 Permits were
3 not publicly posted or announced at the time they were issued, but were only obtained after the
4 fact through the use of public disclosure requests. Permits BH-201805-16095-0,
5 BH-201805-16096-0, BH-201805-16202-0, BH-201805-16203-0, BH-201805-16204-0,
6 BH-201805-16206-0, and BH-201805-16120-0 each authorize the use of dogs to hunt and kill
7 two black bears. Permit BS-20185-16907-0 and BS-20185-16123-0 each authorize the use of
8 bait and traps to hunt and kill two black bears. A bait site registration was included with the
9 Application for Permit BS-201805-16123-0.

10 69. According to documents obtained as a result of a public disclosure request, the
11 Application for Permit BH-201805-16095-0 did not include any photographic evidence of
12 damaged trees. All other permits included a photo of at least one tree with bark removed. GPS
13 locations were provided on all permits. Photos showing tree-peeling damage showed single
14 trees and did not show whether the tree was “within a stand of Douglas-fir [sic] or hemlock less
15 than or equal to 30 years of age.”

16 70. The tree-peeling damage supporting Permit BS-201805-16123 was reported by
17 the hunter who was thereafter authorized to trap under the Permit.

18 71. Permit applications for Permits BH-201805-16095-0, BH-201805-16204-0, and
19 BH-201805-16206-0 identified “public hunting opportunity” as the only non-lethal control
20 attempted.

21 72. Permit applications for Permits BH-201805-16202-0 and BH-201805-16203-0
22 identified supplemental feeding as a non-lethal control attempted. The 2018 Permits that
23 authorize hound hunting and do not authorize the use of bait.

24 73. Only one application was accompanied by a Permittee Affidavit.

1 **V. FIRST CLAIM FOR RELIEF**

2 *Against All Respondents*

3 **A. APA Violation: Issuance of the Permits Was Outside the Agency’s Statutory**
4 **Authority**

5 74. Petitioner incorporates by reference all preceding paragraphs.

6 75. “An agency has only the authority granted by statute.” *Wash. Indep. Tel. Ass’n*
7 *v. Wash. Utils. & Transp. Comm’n*, 148 Wn.2d 887, 901, 64 P.3d 606 (2003).

8 76. This Court has the authority to review agency action to determine if it is outside
9 the statutory authority granted to the agency. RCW 34.05.570(4)(c)(ii).

10 77. The Permits and the Program under which they were authorized exceed
11 Respondents’ statutory authority by failing to follow the requirements of the narrow exceptions
12 provided for in the Initiatives. These violations include, but are not limited to, the following:

13 a. Authorizing Master Hunters and trappers who are not government agents
14 or employees to take, hunt, or attract black bears with the aid of bait in violation of Initiative
15 655 which prohibits use of bait to hunt black bears except for “employees or agents of county,
16 state, or federal agencies” protecting private property. RCW 77.15.245(1);

17 b. Allowing feeding stations to be used as bait to attract bears to areas
18 where they are then hunted and killed in violation of Initiative 655, which banned the use of
19 bait except by “employees or agents of county, state or federal agencies.” RCW 77.15.245(1);

20 c. Authorizing hunters who are neither “employees or agents of county,
21 state, or federal agencies” or the “owner or tenant of real property” to hunt or pursue black bears
22 with the aid of dogs in violation of Initiative 655, which prohibits use of dogs to hunt black
23 bears except for “employees or agents of county, state, or federal agencies” protecting private
24 property and an “owner or tenant of real property” under permits issued by WDFW.
25 RCW 77.15.245(2)(a);

26 d. Issuing Permits to use traps without making written findings that the
27 Permit applicant exhausted nonlethal alternatives in violation of Initiative 713 which authorizes

1 WDFW to issue a “a special permit to use traps . . . to a person who applies for such permit in
2 writing, and who establishes that there exists on a property an animal problem that has not been
3 and cannot be reasonably abated through the use of nonlethal control tools . . . [.]” “[u]pon
4 making a finding in writing that the animal problem has not been and cannot be reasonably
5 abated by nonlethal control tools or if the tools cannot be reasonably applied.”
6 RCW 77.15.194(4)(b); and

7 e. Issuing Permits without requiring that they be used to target bears who
8 cause property damage, in violation of the narrow exceptions allowed by the Initiatives which
9 authorize the use of bait, dogs, and traps to address property damage. Initiative 713 requires the
10 applicant establish there “exists on a property an animal problem” prior to WDFW issuing a
11 Permit to hunt bears using trap. RCW 77.15.194(4)(b). Initiative 655 allows the use of bait to
12 hunt bears by government employees and agents “for the purpose of protecting . . . private
13 property.” RCW 77.15.245(1)(a). Initiative 655 authorizes the use of hounds to hunt bears by
14 government employees and agents “for the purpose of protecting . . . private property” and by
15 “the owner or tenant of real property consistent with a permit issued and conditioned by the
16 director.” RCW 77.15.245(1)(a)(2)(a).

17 78. This Court should declare the Permits unlawful and order WDFW to withdraw
18 them because they are “[o]utside the statutory authority of the agency or the authority conferred
19 by a provision of law.” RCW 34.05.570(4)(c)(ii).

20 79. This Court should enjoin Respondents from issuing further Permits that include
21 the same legal defects as the Permits and are therefore also “[o]utside the statutory authority of
22 the agency or the authority conferred by a provision of law.”

23 80. Petitioner is entitled to an award of costs, attorneys’ fees, and other expenses
24 associated with this litigation pursuant to the Equal Access to Justice Act, RCW 4.84.350.

1 **VI. SECOND CLAIM FOR RELIEF**

2 *Against All Respondents*

3 **A. APA Violation: Issuance of the Permits Was Arbitrary and Capricious**

4 81. Petitioner incorporates by reference all preceding paragraphs.

5 82. Action by an agency that is arbitrary and capricious is void under the APA.
6 RCW 34.05.570(4)(c)(iii).

7 83. Agency action is arbitrary and capricious if it is “willful and unreasoning and
8 taken without regard to the attending facts or circumstances.” *Wash. Indep. Tel. Ass’n*, 148
9 Wn.2d at 905.

10 84. The issuance of the Permits, and the Program under which the Permits were
11 issued, was arbitrary and capricious for the reasons alleged above, including, but not limited to
12 Respondents’ failure to:

13 a. Comply with the rules and policies for the Program in issuing Permits,
14 including, but not limited to, issuing Permits where the application did not include photographic
15 evidence of damage, issuing Permits without verifying that damage meets the Program’s
16 definition of damage, failing to issue Permits only where black bear timber damage “cannot be
17 reasonably abated by the use nonlethal controls,” and issued Permits on applications without
18 accompanying Permittee Affidavits as require in the 2018 Statement of Policies;

19 b. Ensure that reasonably available nonlethal means of limiting timber
20 damage by black bears are exhausted before authorizing the use of traps;

21 c. Ensure that the Program targeted problem bears and had measurable
22 success in limiting timber damage; and

23 d. Revoke or refuse to issue additional Permits to people in violation of the
24 Program’s requirements.

25 85. This Court should declare the 2018 Permits unlawful and order WDFW to
26 withdraw them because they are arbitrary and capricious agency action under
27 RCW 34.05.570(4)(c)(iii).

1 d. Ensure “employees or agents of county, state, or federal agencies” kill
2 bears with use of bait or hounds only “for the purpose of protecting livestock, domestic animals,
3 private property, or the public safety” as required by Initiative 655. RCW 77.15.245(1)(a) &
4 (2)(a). Specifically, the “black bear removal criteria” included within the regulation are
5 insufficient to ensure that only bears that peel trees are targeted, by, for example, limiting use
6 of these methods to target bears caught in the act of damaging trees or found within a small area
7 near peeled trees.

8 92. WAC 220-440-070 and WAC 220-417-040 exceed Respondents’ statutory
9 authority and are arbitrary and capricious for the reasons described above, including because
10 they fail to:

11 a. Require that Respondents make “a finding in writing that the animal
12 problem has not been and cannot be reasonably abated by nonlethal control tools” before issuing
13 special permits for trapping as required under Initiative 713. RCW 77.15.194(4)(b); and

14 b. Limit issuance of Permits to people “who establish[] that there exists on
15 a property an animal problem,” as required by Initiative 713. RCW 77.15.194(4)(b).
16 Specifically, the regulations fail to include criteria that reasonably target only those bears
17 causing property damage.

18 93. This Court should declare WAC 220-417-040, WAC 220-440-070 and
19 WAC 220-440-210 unlawful because the rules exceed the statutory authority of the agency and
20 are arbitrary and capricious.

21 94. This Court should declare the 2018 Permits unlawful and order WDFW to
22 withdraw them because they were issued pursuant to unlawful rules.

23 95. This Court should enjoin Respondents from issuing further Permits that
24 authorize the killing of black bears until Respondents comply with Initiatives 655 and 713.

25 96. Petitioner should be awarded its costs, attorneys’ fees, and other expenses
26 associated with this litigation pursuant to the Equal Access to Justice Act, RCW 4.84.350.

1 **VIII. FOURTH CLAIM FOR RELIEF**

2 *Against Respondent WDFW*

3 **A. APA Violation: Respondent WDFW Has Engaged in Improper Rule-Making**

4 97. Petitioner incorporates by reference all preceding paragraphs.

5 98. A court shall declare a rule unlawful if it was adopted without compliance with
6 statutory rule-making procedures. RCW 34.05.570(2)(c).

7 99. The non-public policies for the implementation of the Program are rules because
8 they are agency orders, directives, or regulations of general applicability, which establish, alter,
9 or revoke qualifications or requirements relating to the enjoyment of benefits or privileges
10 conferred by law, namely, the benefit or privilege of hunting black bears with the use of bait or
11 hounds or trapping black bears. RCW 34.05.010(16)(c).

12 100. The non-public policies for the implementation of the Program are unlawful
13 because they meet the definition of “rules” and were adopted without compliance with statutory
14 rule-making procedures.

15 101. This Court should declare the non-public policies for the implementation of the
16 Program unlawful because they were adopted without compliance with statutory rule-making
17 procedures.

18 102. This Court should enjoin Respondents from issuing further Permits authorizing
19 the killing of black bears that are issued pursuant to unlawful rules.

20 103. Petitioner is entitled to an award of costs, attorneys’ fees, and other expenses
21 associated with this litigation pursuant to the Equal Access to Justice Act, RCW 4.84.350.

22 **IX. PETITIONER’S PRAYER FOR RELIEF**

23 Petitioner respectfully requests that this Court:

24 1. Declare the 2018 Permits issued pursuant to the Program to be unlawful because
25 their issuance exceeded WDFW’s statutory authority;

26 2. Declare the 2018 Permits issued pursuant to the Program to be unlawful because
27 their issuance and the Program under which they were issued was arbitrary and capricious;

CERTIFICATE OF SERVICE

Pursuant to RCW 9A.72.085, the undersigned certifies under penalty of perjury under the laws of the State of Washington, that on the 31st day of May 2018, the document attached hereto was presented to the Clerk of the Court for filing and uploading to the CM/ECF system and served upon the attorney and parties in the manner listed below:

Bob Ferguson, Attorney General Attn: Division of Fish, Wildlife and Parks 1125 Washington Street SE Olympia, WA 98501	<input type="checkbox"/> by Thurston County ECF <input type="checkbox"/> by Electronic Mail <input type="checkbox"/> by Facsimile Transmission <input type="checkbox"/> by First Class Mail <input checked="" type="checkbox"/> by Hand Delivery <input type="checkbox"/> by Overnight Delivery
Joe Stohr, Acting Director Dept. of Fish and Wildlife Natural Resources Building 1111 Washington St. SE Olympia, WA 98501	<input type="checkbox"/> by Thurston County ECF <input type="checkbox"/> by Electronic Mail <input type="checkbox"/> by Facsimile Transmission <input type="checkbox"/> by First Class Mail <input checked="" type="checkbox"/> by Hand Delivery <input type="checkbox"/> by Overnight Delivery
Department of Fish and Wildlife Natural Resources Building 1111 Washington St. SE Olympia, WA 98501	<input type="checkbox"/> by Thurston County ECF <input type="checkbox"/> by Electronic Mail <input type="checkbox"/> by Facsimile Transmission <input type="checkbox"/> by First Class Mail <input checked="" type="checkbox"/> by Hand Delivery <input type="checkbox"/> by Overnight Delivery

Executed on the 31st day of May, 2018, at Seattle, Washington.

s/ Patti Lane
Patti Lane, Legal Assistant

EXHIBIT A



DEPREDAATION PERMIT

Permit # BH-201805-16095-0

Removal of Bear

This Bear Depredation Permit (Permit) constitutes a limited grant of authority to the persons or entities (Permittee) identified below to haze or remove black bear that are damaging timber. This Permit also authorizes the use of hunting dogs, trappers using foot snares, or Boot/Master Hunters as nuisance bear removal methods, as specified herein. This limited grant is issued solely under the provisions of the statutes and regulations listed below and does not constitute authority to bind the state to contracts or other obligations in any respect. Any Permittee listed below shall be deemed an independent contractor who shall be solely liable for any and all damage arising out of any activities connected with this Permit. Compensation for any contracts entered into in connection with this Permit shall be the sole responsibility of the landowner or other person hiring the Permittee to remove black bear. Authority for this Permit is granted under RCWs 77.15.010, 77.15.194, 77.12.240, 77.15.245, 77.36.030, and WACs 220-417-040 and 220-440-210.

Washington Department of Fish and Wildlife (WDFW) reserves the right to verify damage via a site visit at any time. Prior notification will be made to applicants. Permits are subject to revocation if damage is unverifiable.

The activity granted by this Permit applies only to the property owner, tenant of the property described on this Permit, and the Permittees listed. Any person exercising the privileges granted by this Permit must have this Permit in his/her immediate possession.

<u>Weyerhaeuser</u> Company Name	<u>Kristi Tausch</u> Representative's Name	<u>PO Box 889</u> Street Address
<u>Rainier</u> City	<u>WA 98576</u> State Zip Code	<u>(360) 446-3882</u> Office Phone
		<u>(360) 446-3882</u> Cell Phone

Is Authorized to Remove 2 Bear using Hound only.

Permit Area (Twp, Rg, Sec)	<u>15N, 01E, 28</u>	Local Name	<u>2125T</u>
GPS Coordinates Decimal Degrees	Lat <u>46.76159</u>	Long <u>-122.69155</u>	County <u>Lewis</u> Acres <u>640</u>
Permit Valid from	<u>5/4/2018</u>	To	<u>6/3/2018</u>

Describe Actual or Immediate Threat to Property:

20 Yr old stand with fresh damage to DF trees

I, the undersigned, acknowledge that I have read the terms and conditions of this Permit, and I agree to be bound by all applicable RCWs, WACs, and Permit conditions. I understand that the State of Washington is issuing this Permit to allow me the benefits of the statutes and regulations listed herein, and that the State has not in any way directed, advised or otherwise indicated how the removal allowed by this Permit is to be carried out except as stated within this Permit. I also waive for myself, my heirs, administrators, and assignees, all claims against the state of Washington, its officers, agents, or employees, for all injury or loss occurring in any manner whatsoever while exercising the privileges granted by this Permit. I further agree to indemnify, defend, and hold harmless the State of Washington, its officers, agents, or employees, from any and all claims arising from injury or loss to any other person or property directly or indirectly related to the use of any privileges granted by this Permit.

PERMIT MUST BE SIGNED BY PERMITTEE AND HUNTER(S) TO BE VALID

<u>Weyerhaeuser</u> Land owner Signature	<u>Weyerhaeuser</u> Printed Name	<u></u> Date
<u>CHARLES BAILEY</u> Permittee/Independent Contractor Name	<u>CRYSTAL BAILEY</u> Permittee/Independent Contractor Name	<u>MICHAEL CASSIDY</u> Permittee/Independent Contractor Name
<u>JEREMY HUNTLEY</u> Permittee/Independent Contractor Name	<u>JOSEPH SLONE</u> Permittee/Independent Contractor Name	<u>Clayton Steinback</u> Permittee/Independent Contractor Name

5/1/2018

Issued by (Signature) Dan Brinson, Wildlife Conflicts Section

Date

Hide Tags: 4500, 4501

Tooth Envelopes: 37500, 37501

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

* A visual sighting of black bear does not constitute a threat of imminent damage.

* Landowners are encouraged to provide hunting access, as defined in WAC 220-440-190, to their affected land during the general bear season.

A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

B. Prior to exercising the authority granted under a depredation permit, a signed affidavit from each individual designated hound handler, trapper, or Boot/Master Hunter is required. Permits are valid only when an affidavit signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW representative. The landowner or their designee must sign each Permit issued. Renewal of unfilled Permits require landowner/designee signature only. Permittee(s) need only sign the Affidavit once per bear removal year.

C. This depredation Permit authorizes either a maximum of four (4) individual hound handlers or two (2) trappers or two (2) Boot/Master Hunters, and two (2) vehicles. The landowner (or their designee) may accompany the designated individuals without counting themselves as part of the removal party. Any bears removed during this Permit period, including by the landowner, count as harvest on this Permit. These privileges entitle the use of dogs by designated hound handlers only and the use of hunting or non-strangling foot snare traps by Boot/Master Hunters and trappers, respectively, as directed on this Permit to pursue and remove black bear. All participants and/or alternates must have a valid Washington big game hunting license with bear as a species option and must meet eligibility requirements. While exercising privileges associated with this Permit, the Permittee(s) provide consent for WDFW personnel to search for wildlife and/or parts thereof in all vehicles involved with the hunting activity authorized by this Permit. The privileges granted in this Permit may not be transferred.

D. Hounds may not strike on state or federal lands and must strike within one (1) mile of the GPS coordinates listed on this Permit, with pursuit and harvest occurring no further than three (3) miles from the original GPS coordinates listed on this Permit. This Permit does not authorize the presence of hound handlers or alternates with their hounds further than three (3) miles from the damage GPS coordinates unless hound handlers are only retrieving their hounds; firearms must be unloaded and stowed in their vehicle while handlers are retrieving hounds. Hound handlers may not use bait or lure at any time or under any circumstance to attract a bear and may not strike bears within one (1) mile of feed stations. This Permit does not authorize trespass.

E. Trappers and Boot/Master Hunters may not hunt or trap on state or federal lands but may use bait to attract black bears to a snare location or hunting area within the damage location, per the attached baiting protocol. Boot/Master Hunters and trappers are prohibited from attempting to remove or removing a bear in excess of one (1) mile from the GPS coordinates listed on this Permit. Foot Snare(s) must be checked every 24 hours.

F. Prior to permit start date, provide all feeder station GPS locations to WDFW and remove all feed stations and feed within removal area (1-mile radius for trappers and Boot/Master Hunters; 3-mile radius for hound handlers). Failure to do so will result in revocation of a Bear Depredation Permit.

G. The designated Permittee(s) must make every effort to kill the animal quickly and to prevent the animal from escaping or suffering. Any black bear removed under conditions of this Permit must be immediately tagged by the designated Permittee(s) with the furnished depredation Hide Seal. Upon conclusion of this Permit, any unused Hide Seals, tooth envelopes, and the harvest report must be completed and delivered to the WDFW headquarters office within seven (7) days of this Permit expiration date. The Bear Gall Tags, Meat Identification Tags, and this Permit must accompany all parts of the bear while being transported.

H. Permittee(s) are required to submit a complete harvest report and associated harvest documents in writing to WDFW within seven (7) days of harvest and notify the landowner of the date and sex of each bear removed within 24 hours of the time of harvest.

I. Permittee(s) will harvest the gall bladder, complete a black bear Gall Tag, and freeze the gall bladder in such a manner that the Gall Tag remains legible and can be read without thawing. The gall bladder with Gall Tag and the hide with Hide Tag must be submitted by the Permittee(s) to the approved furrier within seven (7) days of removing the animal; Permittee(s) must obtain receipts. These receipts and WDFW form 563 are required to be submitted to WDFW as designated on the harvest report form within seven (7) days of removing the animal.

J. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders within seven (7) days of removing the animal. Designated Permittee(s) will transport items to a location designated by WDFW and obtain receipt(s).

K. All black bear carcasses, hides, and gall bladders will remain the property of the state and will be transported by the designated hunter(s)/Agents to a location designated by WDFW. Black bears killed under this permit will be taken to a WDFW-approved donation site for distribution to approved charities and organizations. The designated hunter(s)/Agent(s) will obtain receipts from the donation site representative indicating the pounds of meat accepted using a Receipt of Donated Wildlife form WDFW 563. Designated hunters/Agents may not retain the carcass or any parts of bears for personal use.

L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

N. Permits may be issued for a period of up to 30 days and renewed within the same season if authorized bears remain unharvested.

O. This Permit is valid only when signed by the designated WDFW representative and the landowner or their representative, along with signed affidavits for any designated hound handler(s), hunter(s) and trapper(s), and is received by WDFW Conflict Section. These signatures acknowledge that this Permit and all of its conditions have been read and understood, and that the Permittee(s) agree to be bound by the terms of this Permit. The landowner (representative) will sign this Permit and email, fax, or mail to the WDFW Wildlife Conflict Section prior to the start day of the first Permit. The landowner (representative) must sign each Permit issued; all other Permittee(s) need only sign an affidavit once per season.

P. It is the responsibility of the landowner to ensure that all addresses and telephone numbers listed for designated hound handlers, trappers, Boot/Master Hunters, and alternates are correct. Incorrect addresses or telephone numbers will immediately invalidate this Permit and cause that hound handler, hunter, or trapper to be banned from any subsequent Permits that season.

Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BH-201805-16095-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

1. The gall bladder and tag must be turned in to the authorized furrier and obtain a receipt.
2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
3. ALL original hide and carcass receipts, tooth envelopes and harvest reports must be submitted by the hunter(s) to WDFW office listed below within 7 days of harvest. Failure to report is in violation of RCW 77.15.750, 77.15.280, 77.15.410, 77.15.420, WAC 232-36-320 and may result in a hunting infraction.

**Washington Department of Fish and Wildlife
Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Weyerhaeuser		Permit Dates:		5/4/2018 - 6/3/2018	
Hunters/Agents Name:			WILD ID#				
WDFW Bear Hide Seal		#4500	# 4501	Tooth Envelope		# 37500	# 37501
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:			Date:				
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16095-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16095-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16095-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT B

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

* A visual sighting of black bear does not constitute a threat of imminent damage.

* Landowners are encouraged to provide hunting access, as defined in WAC 220-440-190, to their affected land during the general bear season.

A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

B. Prior to exercising the authority granted under a depredation permit, a signed affidavit from each individual designated hound handler, trapper, or Boot/Master Hunter is required. Permits are valid only when an affidavit signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW representative. The landowner or their designee must sign each Permit issued. Renewal of unfilled Permits require landowner/designee signature only. Permittee(s) need only sign the Affidavit once per bear removal year.

C. This depredation Permit authorizes either a maximum of four (4) individual hound handlers or two (2) trappers or two (2) Boot/Master Hunters, and two (2) vehicles. The landowner (or their designee) may accompany the designated individuals without counting themselves as part of the removal party. Any bears removed during this Permit period, including by the landowner, count as harvest on this Permit. These privileges entitle the use of dogs by designated hound handlers only and the use of hunting or non-strangling foot snare traps by Boot/Master Hunters and trappers, respectively, as directed on this Permit to pursue and remove black bear. All participants and/or alternates must have a valid Washington big game hunting license with bear as a species option and must meet eligibility requirements. While exercising privileges associated with this Permit, the Permittee(s) provide consent for WDFW personnel to search for wildlife and/or parts thereof in all vehicles involved with the hunting activity authorized by this Permit. The privileges granted in this Permit may not be transferred.

D. Hounds may not strike on state or federal lands and must strike within one (1) mile of the GPS coordinates listed on this Permit, with pursuit and harvest occurring no further than three (3) miles from the original GPS coordinates listed on this Permit. This Permit does not authorize the presence of hound handlers or alternates with their hounds further than three (3) miles from the damage GPS coordinates unless hound handlers are only retrieving their hounds; firearms must be unloaded and stowed in their vehicle while handlers are retrieving hounds. Hound handlers may not use bait or lure at any time or under any circumstance to attract a bear and may not strike bears within one (1) mile of feed stations. This Permit does not authorize trespass.

E. Trappers and Boot/Master Hunters may not hunt or trap on state or federal lands but may use bait to attract black bears to a snare location or hunting area within the damage location, per the attached baiting protocol. Boot/Master Hunters and trappers are prohibited from attempting to remove or removing a bear in excess of one (1) mile from the GPS coordinates listed on this Permit. Foot Snare(s) must be checked every 24 hours.

F. Prior to permit start date, provide all feeder station GPS locations to WDFW and remove all feed stations and feed within removal area (1-mile radius for trappers and Boot/Master Hunters; 3-mile radius for hound handlers). Failure to do so will result in revocation of a Bear Depredation Permit.

G. The designated Permittee(s) must make every effort to kill the animal quickly and to prevent the animal from escaping or suffering. Any black bear removed under conditions of this Permit must be immediately tagged by the designated Permittee(s) with the furnished depredation Hide Seal. Upon conclusion of this Permit, any unused Hide Seals, tooth envelopes, and the harvest report must be completed and delivered to the WDFW headquarters office within seven (7) days of this Permit expiration date. The Bear Gall Tags, Meat Identification Tags, and this Permit must accompany all parts of the bear while being transported.

H. Permittee(s) are required to submit a complete harvest report and associated harvest documents in writing to WDFW within seven (7) days of harvest and notify the landowner of the date and sex of each bear removed within 24 hours of the time of harvest.

I. Permittee(s) will harvest the gall bladder, complete a black bear Gall Tag, and freeze the gall bladder in such a manner that the Gall Tag remains legible and can be read without thawing. The gall bladder with Gall Tag and the hide with Hide Tag must be submitted by the Permittee(s) to the approved furrier within seven (7) days of removing the animal; Permittee(s) must obtain receipts. These receipts and WDFW form 563 are required to be submitted to WDFW as designated on the harvest report form within seven (7) days of removing the animal.

J. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders within seven (7) days of removing the animal. Designated Permittee(s) will transport items to a location designated by WDFW and obtain receipt(s).

K. All black bear carcasses, hides, and gall bladders will remain the property of the state and will be transported by the designated hunter(s)/Agents to a location designated by WDFW. Black bears killed under this permit will be taken to a WDFW-approved donation site for distribution to approved charities and organizations. The designated hunter(s)/Agent(s) will obtain receipts from the donation site representative indicating the pounds of meat accepted using a Receipt of Donated Wildlife form WDFW 563. Designated hunters/Agents may not retain the carcass or any parts of bears for personal use.

L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

N. Permits may be issued for a period of up to 30 days and renewed within the same season if authorized bears remain unharvested.

O. This Permit is valid only when signed by the designated WDFW representative and the landowner or their representative, along with signed affidavits for any designated hound handler(s), hunter(s) and trapper(s), and is received by WDFW Conflict Section. These signatures acknowledge that this Permit and all of its conditions have been read and understood, and that the Permittee(s) agree to be bound by the terms of this Permit. The landowner (representative) will sign this Permit and email, fax, or mail to the WDFW Wildlife Conflict Section prior to the start day of the first Permit. The landowner (representative) must sign each Permit issued; all other Permittee(s) need only sign an affidavit once per season.

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Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BH-201805-16096-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

1. The gall bladder and tag must be turned in to the authorized furrier and obtain a receipt.
2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
3. ALL original hide and carcass receipts, tooth envelopes and harvest reports must be submitted by the hunter(s) to WDFW office listed below within 7 days of harvest. Failure to report is in violation of RCW 77.15.750, 77.15.280, 77.15.410, 77.15.420, WAC 232-36-320 and may result in a hunting infraction.

**Washington Department of Fish and Wildlife
Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Weyerhaeuser		Permit Dates:		5/4/2018 - 6/3/2018	
Hunters/Agents Name:			WILD ID#				
WDFW Bear Hide Seal		#4502	# 4503	Tooth Envelope		# 37502	# 37503
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:			Date:				
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16096-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16096-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16096-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT C

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Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BH-201805-16120-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

1. The gall bladder and tag must be turned in to the authorized furrier and obtain a receipt.
2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
3. ALL original hide and carcass receipts, tooth envelopes and harvest reports must be submitted by the hunter(s) to WDFW office listed below within 7 days of harvest. Failure to report is in violation of RCW 77.15.750, 77.15.280, 77.15.410, 77.15.420, WAC 232-36-320 and may result in a hunting infraction.

**Washington Department of Fish and Wildlife
Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Weyerhaeuser		Permit Dates:		5/5/2018 - 6/4/2018	
Hunters/Agents Name:			WILD ID#				
WDFW Bear Hide Seal		#4514	# 4515	Tooth Envelope		# 37514	# 37515
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:			Date:				
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16120-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16120-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16120-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT D



DEPREDAATION PERMIT

Permit # BH-201805-16202-0

Removal of Bear

This Bear Depredation Permit (Permit) constitutes a limited grant of authority to the persons or entities (Permittee) identified below to haze or remove black bear that are damaging timber. This Permit also authorizes the use of hunting dogs, trappers using foot snares, or Boot/Master Hunters as nuisance bear removal methods, as specified herein. This limited grant is issued solely under the provisions of the statutes and regulations listed below and does not constitute authority to bind the state to contracts or other obligations in any respect. Any Permittee listed below shall be deemed an independent contractor who shall be solely liable for any and all damage arising out of any activities connected with this Permit. Compensation for any contracts entered into in connection with this Permit shall be the sole responsibility of the landowner or other person hiring the Permittee to remove black bear. Authority for this Permit is granted under RCWs 77.15.010, 77.15.194, 77.12.240, 77.15.245, 77.36.030, and WACs 220-417-040 and 220-440-210.

Washington Department of Fish and Wildlife (WDFW) reserves the right to verify damage via a site visit at any time. Prior notification will be made to applicants. Permits are subject to revocation if damage is unverifiable.

The activity granted by this Permit applies only to the property owner, tenant of the property described on this Permit, and the Permittees listed. Any person exercising the privileges granted by this Permit must have this Permit in his/her immediate possession.

<u>Ring Family</u>	<u>Greg Jones</u>	<u>21 McIntyre Rd.</u>
Company Name	Representative's Name	Street Address
<u>Elma</u>	<u>WA</u>	<u>98541</u>
City	State	Zip Code
		<u>(360) 482-5167</u>
		<u>(360) 482-5167</u>
		Office Phone
		Cell Phone

Is Authorized to Remove 2 Bear using Hound only.

Permit Area (Twp, Rg, Sec)	<u>31N, 11W, 26</u>	Local Name	<u>3053 Rd</u>
GPS Coordinates Decimal Degrees	Lat <u>48.15700</u>	Long <u>-124.08813</u>	County <u>Clallam</u>
			Acres <u>150</u>
Permit Valid from	<u>5/13/2018</u>	To	<u>6/12/2018</u>

Describe Actual or Immediate Threat to Property:

Black bears peeling trees. Hwy 112 to East 3000 Rd to 3053 Road

I, the undersigned, acknowledge that I have read the terms and conditions of this Permit, and I agree to be bound by all applicable RCWs, WACs, and Permit conditions. I understand that the State of Washington is issuing this Permit to allow me the benefits of the statutes and regulations listed herein, and that the State has not in any way directed, advised or otherwise indicated how the removal allowed by this Permit is to be carried out except as stated within this Permit. I also waive for myself, my heirs, administrators, and assignees, all claims against the state of Washington, its officers, agents, or employees, for all injury or loss occurring in any manner whatsoever while exercising the privileges granted by this Permit. I further agree to indemnify, defend, and hold harmless the State of Washington, its officers, agents, or employees, from any and all claims arising from injury or loss to any other person or property directly or indirectly related to the use of any privileges granted by this Permit.

PERMIT MUST BE SIGNED BY PERMITTEE AND HUNTER(S) TO BE VALID

<u>Land owner Signature</u>	<u>Ring Family</u>	<u>Date</u>
<u>John Bichler Jr</u>	<u>Printed Name</u>	<u>BRUCE JONES</u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name
<u>RUSSEL JONES</u>	<u>LANE MOORE</u>	<u>Permittee/Independent Contractor Name</u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name

<u></u>	<u>5/9/2018</u>
Issued by (Signature)	Date
<u>Dan Brinson, Wildlife Conflicts Section</u>	

Hide Tags: 4518, 4519 Tooth Envelopes: 37518, 37519

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

* A visual sighting of black bear does not constitute a threat of imminent damage.

* Landowners are encouraged to provide hunting access, as defined in WAC 220-440-190, to their affected land during the general bear season.

A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

B. Prior to exercising the authority granted under a depredation permit, a signed affidavit from each individual designated hound handler, trapper, or Boot/Master Hunter is required. Permits are valid only when an affidavit signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW representative. The landowner or their designee must sign each Permit issued. Renewal of unfilled Permits require landowner/designee signature only. Permittee(s) need only sign the Affidavit once per bear removal year.

C. This depredation Permit authorizes either a maximum of four (4) individual hound handlers or two (2) trappers or two (2) Boot/Master Hunters, and two (2) vehicles. The landowner (or their designee) may accompany the designated individuals without counting themselves as part of the removal party. Any bears removed during this Permit period, including by the landowner, count as harvest on this Permit. These privileges entitle the use of dogs by designated hound handlers only and the use of hunting or non-strangling foot snare traps by Boot/Master Hunters and trappers, respectively, as directed on this Permit to pursue and remove black bear. All participants and/or alternates must have a valid Washington big game hunting license with bear as a species option and must meet eligibility requirements. While exercising privileges associated with this Permit, the Permittee(s) provide consent for WDFW personnel to search for wildlife and/or parts thereof in all vehicles involved with the hunting activity authorized by this Permit. The privileges granted in this Permit may not be transferred.

D. Hounds may not strike on state or federal lands and must strike within one (1) mile of the GPS coordinates listed on this Permit, with pursuit and harvest occurring no further than three (3) miles from the original GPS coordinates listed on this Permit. This Permit does not authorize the presence of hound handlers or alternates with their hounds further than three (3) miles from the damage GPS coordinates unless hound handlers are only retrieving their hounds; firearms must be unloaded and stowed in their vehicle while handlers are retrieving hounds. Hound handlers may not use bait or lure at any time or under any circumstance to attract a bear and may not strike bears within one (1) mile of feed stations. This Permit does not authorize trespass.

E. Trappers and Boot/Master Hunters may not hunt or trap on state or federal lands but may use bait to attract black bears to a snare location or hunting area within the damage location, per the attached baiting protocol. Boot/Master Hunters and trappers are prohibited from attempting to remove or removing a bear in excess of one (1) mile from the GPS coordinates listed on this Permit. Foot Snare(s) must be checked every 24 hours.

F. Prior to permit start date, provide all feeder station GPS locations to WDFW and remove all feed stations and feed within removal area (1-mile radius for trappers and Boot/Master Hunters; 3-mile radius for hound handlers). Failure to do so will result in revocation of a Bear Depredation Permit.

G. The designated Permittee(s) must make every effort to kill the animal quickly and to prevent the animal from escaping or suffering. Any black bear removed under conditions of this Permit must be immediately tagged by the designated Permittee(s) with the furnished depredation Hide Seal. Upon conclusion of this Permit, any unused Hide Seals, tooth envelopes, and the harvest report must be completed and delivered to the WDFW headquarters office within seven (7) days of this Permit expiration date. The Bear Gall Tags, Meat Identification Tags, and this Permit must accompany all parts of the bear while being transported.

H. Permittee(s) are required to submit a complete harvest report and associated harvest documents in writing to WDFW within seven (7) days of harvest and notify the landowner of the date and sex of each bear removed within 24 hours of the time of harvest.

I. Permittee(s) will harvest the gall bladder, complete a black bear Gall Tag, and freeze the gall bladder in such a manner that the Gall Tag remains legible and can be read without thawing. The gall bladder with Gall Tag and the hide with Hide Tag must be submitted by the Permittee(s) to the approved furrier within seven (7) days of removing the animal; Permittee(s) must obtain receipts. These receipts and WDFW form 563 are required to be submitted to WDFW as designated on the harvest report form within seven (7) days of removing the animal.

J. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders within seven (7) days of removing the animal. Designated Permittee(s) will transport items to a location designated by WDFW and obtain receipt(s).

K. All black bear carcasses, hides, and gall bladders will remain the property of the state and will be transported by the designated hunter(s)/Agents to a location designated by WDFW. Black bears killed under this permit will be taken to a WDFW-approved donation site for distribution to approved charities and organizations. The designated hunter(s)/Agent(s) will obtain receipts from the donation site representative indicating the pounds of meat accepted using a Receipt of Donated Wildlife form WDFW 563. Designated hunters/Agents may not retain the carcass or any parts of bears for personal use.

L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

N. Permits may be issued for a period of up to 30 days and renewed within the same season if authorized bears remain unharvested.

O. This Permit is valid only when signed by the designated WDFW representative and the landowner or their representative, along with signed affidavits for any designated hound handler(s), hunter(s) and trapper(s), and is received by WDFW Conflict Section. These signatures acknowledge that this Permit and all of its conditions have been read and understood, and that the Permittee(s) agree to be bound by the terms of this Permit. The landowner (representative) will sign this Permit and email, fax, or mail to the WDFW Wildlife Conflict Section prior to the start day of the first Permit. The landowner (representative) must sign each Permit issued; all other Permittee(s) need only sign an affidavit once per season.

P. It is the responsibility of the landowner to ensure that all addresses and telephone numbers listed for designated hound handlers, trappers, Boot/Master Hunters, and alternates are correct. Incorrect addresses or telephone numbers will immediately invalidate this Permit and cause that hound handler, hunter, or trapper to be banned from any subsequent Permits that season.

Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BH-201805-16202-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

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2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
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Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Ring Family		Permit Dates:		5/13/2018 - 6/12/2018	
Hunters/Agents Name:			WILD ID#				
WDFW Bear Hide Seal		#4518	# 4519	Tooth Envelope		# 37518	# 37519
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:			Date:				
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16202-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16202-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16202-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT E

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

* A visual sighting of black bear does not constitute a threat of imminent damage.

* Landowners are encouraged to provide hunting access, as defined in WAC 220-440-190, to their affected land during the general bear season.

A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

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L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

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HARVEST REPORT FROM DEPREDATION PERMIT # BH-201805-16203-0

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Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Merrill and Ring		Permit Dates:		5/13/2018 - 6/12/2018	
Hunters/Agents Name:				WILD ID#			
WDFW Bear Hide Seal		#4520	# 4521	Tooth Envelope		# 37520	# 37521
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:				Date:			
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16203-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16203-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16203-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT F

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

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A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

B. Prior to exercising the authority granted under a depredation permit, a signed affidavit from each individual designated hound handler, trapper, or Boot/Master Hunter is required. Permits are valid only when an affidavit signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW representative. The landowner or their designee must sign each Permit issued. Renewal of unfilled Permits require landowner/designee signature only. Permittee(s) need only sign the Affidavit once per bear removal year.

C. This depredation Permit authorizes either a maximum of four (4) individual hound handlers or two (2) trappers or two (2) Boot/Master Hunters, and two (2) vehicles. The landowner (or their designee) may accompany the designated individuals without counting themselves as part of the removal party. Any bears removed during this Permit period, including by the landowner, count as harvest on this Permit. These privileges entitle the use of dogs by designated hound handlers only and the use of hunting or non-strangling foot snare traps by Boot/Master Hunters and trappers, respectively, as directed on this Permit to pursue and remove black bear. All participants and/or alternates must have a valid Washington big game hunting license with bear as a species option and must meet eligibility requirements. While exercising privileges associated with this Permit, the Permittee(s) provide consent for WDFW personnel to search for wildlife and/or parts thereof in all vehicles involved with the hunting activity authorized by this Permit. The privileges granted in this Permit may not be transferred.

D. Hounds may not strike on state or federal lands and must strike within one (1) mile of the GPS coordinates listed on this Permit, with pursuit and harvest occurring no further than three (3) miles from the original GPS coordinates listed on this Permit. This Permit does not authorize the presence of hound handlers or alternates with their hounds further than three (3) miles from the damage GPS coordinates unless hound handlers are only retrieving their hounds; firearms must be unloaded and stowed in their vehicle while handlers are retrieving hounds. Hound handlers may not use bait or lure at any time or under any circumstance to attract a bear and may not strike bears within one (1) mile of feed stations. This Permit does not authorize trespass.

E. Trappers and Boot/Master Hunters may not hunt or trap on state or federal lands but may use bait to attract black bears to a snare location or hunting area within the damage location, per the attached baiting protocol. Boot/Master Hunters and trappers are prohibited from attempting to remove or removing a bear in excess of one (1) mile from the GPS coordinates listed on this Permit. Foot Snare(s) must be checked every 24 hours.

F. Prior to permit start date, provide all feeder station GPS locations to WDFW and remove all feed stations and feed within removal area (1-mile radius for trappers and Boot/Master Hunters; 3-mile radius for hound handlers). Failure to do so will result in revocation of a Bear Depredation Permit.

G. The designated Permittee(s) must make every effort to kill the animal quickly and to prevent the animal from escaping or suffering. Any black bear removed under conditions of this Permit must be immediately tagged by the designated Permittee(s) with the furnished depredation Hide Seal. Upon conclusion of this Permit, any unused Hide Seals, tooth envelopes, and the harvest report must be completed and delivered to the WDFW headquarters office within seven (7) days of this Permit expiration date. The Bear Gall Tags, Meat Identification Tags, and this Permit must accompany all parts of the bear while being transported.

H. Permittee(s) are required to submit a complete harvest report and associated harvest documents in writing to WDFW within seven (7) days of harvest and notify the landowner of the date and sex of each bear removed within 24 hours of the time of harvest.

I. Permittee(s) will harvest the gall bladder, complete a black bear Gall Tag, and freeze the gall bladder in such a manner that the Gall Tag remains legible and can be read without thawing. The gall bladder with Gall Tag and the hide with Hide Tag must be submitted by the Permittee(s) to the approved furrier within seven (7) days of removing the animal; Permittee(s) must obtain receipts. These receipts and WDFW form 563 are required to be submitted to WDFW as designated on the harvest report form within seven (7) days of removing the animal.

J. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders within seven (7) days of removing the animal. Designated Permittee(s) will transport items to a location designated by WDFW and obtain receipt(s).

K. All black bear carcasses, hides, and gall bladders will remain the property of the state and will be transported by the designated hunter(s)/Agents to a location designated by WDFW. Black bears killed under this permit will be taken to a WDFW-approved donation site for distribution to approved charities and organizations. The designated hunter(s)/Agent(s) will obtain receipts from the donation site representative indicating the pounds of meat accepted using a Receipt of Donated Wildlife form WDFW 563. Designated hunters/Agents may not retain the carcass or any parts of bears for personal use.

L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

N. Permits may be issued for a period of up to 30 days and renewed within the same season if authorized bears remain unharvested.

O. This Permit is valid only when signed by the designated WDFW representative and the landowner or their representative, along with signed affidavits for any designated hound handler(s), hunter(s) and trapper(s), and is received by WDFW Conflict Section. These signatures acknowledge that this Permit and all of its conditions have been read and understood, and that the Permittee(s) agree to be bound by the terms of this Permit. The landowner (representative) will sign this Permit and email, fax, or mail to the WDFW Wildlife Conflict Section prior to the start day of the first Permit. The landowner (representative) must sign each Permit issued; all other Permittee(s) need only sign an affidavit once per season.

P. It is the responsibility of the landowner to ensure that all addresses and telephone numbers listed for designated hound handlers, trappers, Boot/Master Hunters, and alternates are correct. Incorrect addresses or telephone numbers will immediately invalidate this Permit and cause that hound handler, hunter, or trapper to be banned from any subsequent Permits that season.

Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BH-201805-16204-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

1. The gall bladder and tag must be turned in to the authorized furrier and obtain a receipt.
2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
3. ALL original hide and carcass receipts, tooth envelopes and harvest reports must be submitted by the hunter(s) to WDFW office listed below within 7 days of harvest. Failure to report is in violation of RCW 77.15.750, 77.15.280, 77.15.410, 77.15.420, WAC 232-36-320 and may result in a hunting infraction.

**Washington Department of Fish and Wildlife
Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Campbell Global		Permit Dates:		5/13/2018 - 6/12/2018	
Hunters/Agents Name:			WILD ID#				
WDFW Bear Hide Seal		#4522	# 4533	Tooth Envelope		# 37522	# 37523
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:			Date:				
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16204-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16204-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16204-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT G



Washington
Department of
**FISH and
WILDLIFE**

DEPREDAATION PERMIT

Permit # BH-201805-16206-0

Removal of Bear

This Bear Depredation Permit (Permit) constitutes a limited grant of authority to the persons or entities (Permittee) identified below to haze or remove black bear that are damaging timber. This Permit also authorizes the use of hunting dogs, trappers using foot snares, or Boot/Master Hunters as nuisance bear removal methods, as specified herein. This limited grant is issued solely under the provisions of the statutes and regulations listed below and does not constitute authority to bind the state to contracts or other obligations in any respect. Any Permittee listed below shall be deemed an independent contractor who shall be solely liable for any and all damage arising out of any activities connected with this Permit. Compensation for any contracts entered into in connection with this Permit shall be the sole responsibility of the landowner or other person hiring the Permittee to remove black bear. Authority for this Permit is granted under RCWs 77.15.010, 77.15.194, 77.12.240, 77.15.245, 77.36.030, and WACs 220-417-040 and 220-440-210.

Washington Department of Fish and Wildlife (WDFW) reserves the right to verify damage via a site visit at any time. Prior notification will be made to applicants. Permits are subject to revocation if damage is unverifiable.

The activity granted by this Permit applies only to the property owner, tenant of the property described on this Permit, and the Permittees listed. Any person exercising the privileges granted by this Permit must have this Permit in his/her immediate possession.

<u>Green Diamond</u>	<u>Greg Jones</u>	<u>215 North Third St</u>
Company Name	Representative's Name	Street Address
<u>Shelton</u>	<u>WA</u>	<u>98584</u>
City	State	Zip Code
		<u>(360) 482-5167</u>
		<u>(360) 482-5167</u>
		Office Phone
		Cell Phone

Is Authorized to Remove 2 Bear using Hound only.

Permit Area (Twp, Rg, Sec)	<u>21N, 06W, 30</u>	Local Name	<u>Middle Satsop 6800</u>
GPS Coordinates Decimal Degrees	Lat <u>47.27346</u>	Long <u>-123.49655</u>	County <u>Mason</u> Acres <u>150</u>
Permit Valid from	<u>5/11/2018</u>	To	<u>6/10/2018</u>

Describe Actual or Immediate Threat to Property:

Black bears peeling trees

I, the undersigned, acknowledge that I have read the terms and conditions of this Permit, and I agree to be bound by all applicable RCWs, WACs, and Permit conditions. I understand that the State of Washington is issuing this Permit to allow me the benefits of the statutes and regulations listed herein, and that the State has not in any way directed, advised or otherwise indicated how the removal allowed by this Permit is to be carried out except as stated within this Permit. I also waive for myself, my heirs, administrators, and assignees, all claims against the state of Washington, its officers, agents, or employees, for all injury or loss occurring in any manner whatsoever while exercising the privileges granted by this Permit. I further agree to indemnify, defend, and hold harmless the State of Washington, its officers, agents, or employees, from any and all claims arising from injury or loss to any other person or property directly or indirectly related to the use of any privileges granted by this Permit.

PERMIT MUST BE SIGNED BY PERMITTEE AND HUNTER(S) TO BE VALID

<u>Green Diamond</u>	<u>Green Diamond</u>	<u></u>
Land owner Signature	Printed Name	Date
<u>LONNY HATTON</u>	<u>BRUCE JONES</u>	<u>Danielle Jones</u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name
<u>RUSSEL JONES</u>	<u></u>	<u></u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name

	<u>5/9/2018</u>
Issued by (Signature)	Date
<u>Dan Brinson, Wildlife Conflicts Section</u>	

Hide Tags: 4524, 4525 Tooth Envelopes: 37524, 37525

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

* A visual sighting of black bear does not constitute a threat of imminent damage.

* Landowners are encouraged to provide hunting access, as defined in WAC 220-440-190, to their affected land during the general bear season.

A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

B. Prior to exercising the authority granted under a depredation permit, a signed affidavit from each individual designated hound handler, trapper, or Boot/Master Hunter is required. Permits are valid only when an affidavit signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW representative. The landowner or their designee must sign each Permit issued. Renewal of unfilled Permits require landowner/designee signature only. Permittee(s) need only sign the Affidavit once per bear removal year.

C. This depredation Permit authorizes either a maximum of four (4) individual hound handlers or two (2) trappers or two (2) Boot/Master Hunters, and two (2) vehicles. The landowner (or their designee) may accompany the designated individuals without counting themselves as part of the removal party. Any bears removed during this Permit period, including by the landowner, count as harvest on this Permit. These privileges entitle the use of dogs by designated hound handlers only and the use of hunting or non-strangling foot snare traps by Boot/Master Hunters and trappers, respectively, as directed on this Permit to pursue and remove black bear. All participants and/or alternates must have a valid Washington big game hunting license with bear as a species option and must meet eligibility requirements. While exercising privileges associated with this Permit, the Permittee(s) provide consent for WDFW personnel to search for wildlife and/or parts thereof in all vehicles involved with the hunting activity authorized by this Permit. The privileges granted in this Permit may not be transferred.

D. Hounds may not strike on state or federal lands and must strike within one (1) mile of the GPS coordinates listed on this Permit, with pursuit and harvest occurring no further than three (3) miles from the original GPS coordinates listed on this Permit. This Permit does not authorize the presence of hound handlers or alternates with their hounds further than three (3) miles from the damage GPS coordinates unless hound handlers are only retrieving their hounds; firearms must be unloaded and stowed in their vehicle while handlers are retrieving hounds. Hound handlers may not use bait or lure at any time or under any circumstance to attract a bear and may not strike bears within one (1) mile of feed stations. This Permit does not authorize trespass.

E. Trappers and Boot/Master Hunters may not hunt or trap on state or federal lands but may use bait to attract black bears to a snare location or hunting area within the damage location, per the attached baiting protocol. Boot/Master Hunters and trappers are prohibited from attempting to remove or removing a bear in excess of one (1) mile from the GPS coordinates listed on this Permit. Foot Snare(s) must be checked every 24 hours.

F. Prior to permit start date, provide all feeder station GPS locations to WDFW and remove all feed stations and feed within removal area (1-mile radius for trappers and Boot/Master Hunters; 3-mile radius for hound handlers). Failure to do so will result in revocation of a Bear Depredation Permit.

G. The designated Permittee(s) must make every effort to kill the animal quickly and to prevent the animal from escaping or suffering. Any black bear removed under conditions of this Permit must be immediately tagged by the designated Permittee(s) with the furnished depredation Hide Seal. Upon conclusion of this Permit, any unused Hide Seals, tooth envelopes, and the harvest report must be completed and delivered to the WDFW headquarters office within seven (7) days of this Permit expiration date. The Bear Gall Tags, Meat Identification Tags, and this Permit must accompany all parts of the bear while being transported.

H. Permittee(s) are required to submit a complete harvest report and associated harvest documents in writing to WDFW within seven (7) days of harvest and notify the landowner of the date and sex of each bear removed within 24 hours of the time of harvest.

I. Permittee(s) will harvest the gall bladder, complete a black bear Gall Tag, and freeze the gall bladder in such a manner that the Gall Tag remains legible and can be read without thawing. The gall bladder with Gall Tag and the hide with Hide Tag must be submitted by the Permittee(s) to the approved furrier within seven (7) days of removing the animal; Permittee(s) must obtain receipts. These receipts and WDFW form 563 are required to be submitted to WDFW as designated on the harvest report form within seven (7) days of removing the animal.

J. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders within seven (7) days of removing the animal. Designated Permittee(s) will transport items to a location designated by WDFW and obtain receipt(s).

K. All black bear carcasses, hides, and gall bladders will remain the property of the state and will be transported by the designated hunter(s)/Agents to a location designated by WDFW. Black bears killed under this permit will be taken to a WDFW-approved donation site for distribution to approved charities and organizations. The designated hunter(s)/Agent(s) will obtain receipts from the donation site representative indicating the pounds of meat accepted using a Receipt of Donated Wildlife form WDFW 563. Designated hunters/Agents may not retain the carcass or any parts of bears for personal use.

L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

N. Permits may be issued for a period of up to 30 days and renewed within the same season if authorized bears remain unharvested.

O. This Permit is valid only when signed by the designated WDFW representative and the landowner or their representative, along with signed affidavits for any designated hound handler(s), hunter(s) and trapper(s), and is received by WDFW Conflict Section. These signatures acknowledge that this Permit and all of its conditions have been read and understood, and that the Permittee(s) agree to be bound by the terms of this Permit. The landowner (representative) will sign this Permit and email, fax, or mail to the WDFW Wildlife Conflict Section prior to the start day of the first Permit. The landowner (representative) must sign each Permit issued; all other Permittee(s) need only sign an affidavit once per season.

P. It is the responsibility of the landowner to ensure that all addresses and telephone numbers listed for designated hound handlers, trappers, Boot/Master Hunters, and alternates are correct. Incorrect addresses or telephone numbers will immediately invalidate this Permit and cause that hound handler, hunter, or trapper to be banned from any subsequent Permits that season.

Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BH-201805-16206-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

1. The gall bladder and tag must be turned in to the authorized furrier and obtain a receipt.
2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
3. ALL original hide and carcass receipts, tooth envelopes and harvest reports must be submitted by the hunter(s) to WDFW office listed below within 7 days of harvest. Failure to report is in violation of RCW 77.15.750, 77.15.280, 77.15.410, 77.15.420, WAC 232-36-320 and may result in a hunting infraction.

**Washington Department of Fish and Wildlife
Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Green Diamond		Permit Dates:		5/11/2018 - 6/10/2018	
Hunters/Agents Name:				WILD ID#			
WDFW Bear Hide Seal		#4524	# 4525	Tooth Envelope		# 37524	# 37525
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:				Date:			
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16206-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16206-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BH-201805-16206-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT H



DEPREDAATION PERMIT

Permit # BS-201805-16097-0

Removal of Bear

This Bear Depredation Permit (Permit) constitutes a limited grant of authority to the persons or entities (Permittee) identified below to haze or remove black bear that are damaging timber. This Permit also authorizes the use of hunting dogs, trappers using foot snares, or Boot/Master Hunters as nuisance bear removal methods, as specified herein. This limited grant is issued solely under the provisions of the statutes and regulations listed below and does not constitute authority to bind the state to contracts or other obligations in any respect. Any Permittee listed below shall be deemed an independent contractor who shall be solely liable for any and all damage arising out of any activities connected with this Permit. Compensation for any contracts entered into in connection with this Permit shall be the sole responsibility of the landowner or other person hiring the Permittee to remove black bear. Authority for this Permit is granted under RCWs 77.15.010, 77.15.194, 77.12.240, 77.15.245, 77.36.030, and WACs 220-417-040 and 220-440-210.

Washington Department of Fish and Wildlife (WDFW) reserves the right to verify damage via a site visit at any time. Prior notification will be made to applicants. Permits are subject to revocation if damage is unverifiable.

The activity granted by this Permit applies only to the property owner, tenant of the property described on this Permit, and the Permittees listed. Any person exercising the privileges granted by this Permit must have this Permit in his/her immediate possession.

<u>Soule Land Corp.</u>	<u>Matt Stevens</u>	<u>PO Box 90</u>
Company Name	Representative's Name	Street Address
<u>Centralia</u>	<u>WA</u>	<u>98531</u>
City	State	Zip Code
		<u>(425) 954-6766</u>
		<u>(425) 954-6766</u>
		Office Phone
		Cell Phone

Is Authorized to Remove 2 Bear using Snare only.

Permit Area (Twp, Rg, Sec)	<u>, ,</u>	Local Name	<u>Soule</u>
GPS Coordinates Decimal Degrees	Lat <u>47.13381</u>	Long <u>-124.15869</u>	County <u>Lewis</u>
			Acres <u>240</u>
Permit Valid from	<u>5/1/2018</u>	To	<u>5/31/2018</u>

Describe Actual or Immediate Threat to Property:

Significant damage to stand

I, the undersigned, acknowledge that I have read the terms and conditions of this Permit, and I agree to be bound by all applicable RCWs, WACs, and Permit conditions. I understand that the State of Washington is issuing this Permit to allow me the benefits of the statutes and regulations listed herein, and that the State has not in any way directed, advised or otherwise indicated how the removal allowed by this Permit is to be carried out except as stated within this Permit. I also waive for myself, my heirs, administrators, and assignees, all claims against the state of Washington, its officers, agents, or employees, for all injury or loss occurring in any manner whatsoever while exercising the privileges granted by this Permit. I further agree to indemnify, defend, and hold harmless the State of Washington, its officers, agents, or employees, from any and all claims arising from injury or loss to any other person or property directly or indirectly related to the use of any privileges granted by this Permit.

PERMIT MUST BE SIGNED BY PERMITTEE AND HUNTER(S) TO BE VALID

<u>Soule Land Corp.</u>	<u></u>	<u></u>
Land owner Signature	Printed Name	Date

<u>USDA APHIS</u>	<u></u>	<u></u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name

<u></u>	<u></u>	<u></u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name

5/1/2018

Issued by (Signature) Dan Brinson, Wildlife Conflicts Section Date

Hide Tags: 4504, 4505

Tooth Envelopes: 37504, 37505

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

* A visual sighting of black bear does not constitute a threat of imminent damage.

* Landowners are encouraged to provide hunting access, as defined in WAC 220-440-190, to their affected land during the general bear season.

A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

B. Prior to exercising the authority granted under a depredation permit, a signed affidavit from each individual designated hound handler, trapper, or Boot/Master Hunter is required. Permits are valid only when an affidavit signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW representative. The landowner or their designee must sign each Permit issued. Renewal of unfilled Permits require landowner/designee signature only. Permittee(s) need only sign the Affidavit once per bear removal year.

C. This depredation Permit authorizes either a maximum of four (4) individual hound handlers or two (2) trappers or two (2) Boot/Master Hunters, and two (2) vehicles. The landowner (or their designee) may accompany the designated individuals without counting themselves as part of the removal party. Any bears removed during this Permit period, including by the landowner, count as harvest on this Permit. These privileges entitle the use of dogs by designated hound handlers only and the use of hunting or non-strangling foot snare traps by Boot/Master Hunters and trappers, respectively, as directed on this Permit to pursue and remove black bear. All participants and/or alternates must have a valid Washington big game hunting license with bear as a species option and must meet eligibility requirements. While exercising privileges associated with this Permit, the Permittee(s) provide consent for WDFW personnel to search for wildlife and/or parts thereof in all vehicles involved with the hunting activity authorized by this Permit. The privileges granted in this Permit may not be transferred.

D. Hounds may not strike on state or federal lands and must strike within one (1) mile of the GPS coordinates listed on this Permit, with pursuit and harvest occurring no further than three (3) miles from the original GPS coordinates listed on this Permit. This Permit does not authorize the presence of hound handlers or alternates with their hounds further than three (3) miles from the damage GPS coordinates unless hound handlers are only retrieving their hounds; firearms must be unloaded and stowed in their vehicle while handlers are retrieving hounds. Hound handlers may not use bait or lure at any time or under any circumstance to attract a bear and may not strike bears within one (1) mile of feed stations. This Permit does not authorize trespass.

E. Trappers and Boot/Master Hunters may not hunt or trap on state or federal lands but may use bait to attract black bears to a snare location or hunting area within the damage location, per the attached baiting protocol. Boot/Master Hunters and trappers are prohibited from attempting to remove or removing a bear in excess of one (1) mile from the GPS coordinates listed on this Permit. Foot Snare(s) must be checked every 24 hours.

F. Prior to permit start date, provide all feeder station GPS locations to WDFW and remove all feed stations and feed within removal area (1-mile radius for trappers and Boot/Master Hunters; 3-mile radius for hound handlers). Failure to do so will result in revocation of a Bear Depredation Permit.

G. The designated Permittee(s) must make every effort to kill the animal quickly and to prevent the animal from escaping or suffering. Any black bear removed under conditions of this Permit must be immediately tagged by the designated Permittee(s) with the furnished depredation Hide Seal. Upon conclusion of this Permit, any unused Hide Seals, tooth envelopes, and the harvest report must be completed and delivered to the WDFW headquarters office within seven (7) days of this Permit expiration date. The Bear Gall Tags, Meat Identification Tags, and this Permit must accompany all parts of the bear while being transported.

H. Permittee(s) are required to submit a complete harvest report and associated harvest documents in writing to WDFW within seven (7) days of harvest and notify the landowner of the date and sex of each bear removed within 24 hours of the time of harvest.

I. Permittee(s) will harvest the gall bladder, complete a black bear Gall Tag, and freeze the gall bladder in such a manner that the Gall Tag remains legible and can be read without thawing. The gall bladder with Gall Tag and the hide with Hide Tag must be submitted by the Permittee(s) to the approved furrier within seven (7) days of removing the animal; Permittee(s) must obtain receipts. These receipts and WDFW form 563 are required to be submitted to WDFW as designated on the harvest report form within seven (7) days of removing the animal.

J. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders within seven (7) days of removing the animal. Designated Permittee(s) will transport items to a location designated by WDFW and obtain receipt(s).

K. All black bear carcasses, hides, and gall bladders will remain the property of the state and will be transported by the designated hunter(s)/Agents to a location designated by WDFW. Black bears killed under this permit will be taken to a WDFW-approved donation site for distribution to approved charities and organizations. The designated hunter(s)/Agent(s) will obtain receipts from the donation site representative indicating the pounds of meat accepted using a Receipt of Donated Wildlife form WDFW 563. Designated hunters/Agents may not retain the carcass or any parts of bears for personal use.

L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

N. Permits may be issued for a period of up to 30 days and renewed within the same season if authorized bears remain unharvested.

O. This Permit is valid only when signed by the designated WDFW representative and the landowner or their representative, along with signed affidavits for any designated hound handler(s), hunter(s) and trapper(s), and is received by WDFW Conflict Section. These signatures acknowledge that this Permit and all of its conditions have been read and understood, and that the Permittee(s) agree to be bound by the terms of this Permit. The landowner (representative) will sign this Permit and email, fax, or mail to the WDFW Wildlife Conflict Section prior to the start day of the first Permit. The landowner (representative) must sign each Permit issued; all other Permittee(s) need only sign an affidavit once per season.

P. It is the responsibility of the landowner to ensure that all addresses and telephone numbers listed for designated hound handlers, trappers, Boot/Master Hunters, and alternates are correct. Incorrect addresses or telephone numbers will immediately invalidate this Permit and cause that hound handler, hunter, or trapper to be banned from any subsequent Permits that season.

Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BS-201805-16097-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

1. The gall bladder and tag must be turned in to the authorized furrier and obtain a receipt.
2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
3. ALL original hide and carcass receipts, tooth envelopes and harvest reports must be submitted by the hunter(s) to WDFW office listed below within 7 days of harvest. Failure to report is in violation of RCW 77.15.750, 77.15.280, 77.15.410, 77.15.420, WAC 232-36-320 and may result in a hunting infraction.

**Washington Department of Fish and Wildlife
Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Soule Land Corp.		Permit Dates:		5/1/2018 - 5/31/2018	
Hunters/Agents Name:			WILD ID#				
WDFW Bear Hide Seal		#4504	# 4505	Tooth Envelope		# 37504	# 37505
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:			Date:				
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BS-201805-16097-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BS-201805-16097-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BS-201805-16097-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>

EXHIBIT I



Washington
Department of
**FISH and
WILDLIFE**

DEPREDAATION PERMIT

Permit # BS-201805-16123-0

Removal of Bear

This Bear Depredation Permit (Permit) constitutes a limited grant of authority to the persons or entities (Permittee) identified below to haze or remove black bear that are damaging timber. This Permit also authorizes the use of hunting dogs, trappers using foot snares, or Boot/Master Hunters as nuisance bear removal methods, as specified herein. This limited grant is issued solely under the provisions of the statutes and regulations listed below and does not constitute authority to bind the state to contracts or other obligations in any respect. Any Permittee listed below shall be deemed an independent contractor who shall be solely liable for any and all damage arising out of any activities connected with this Permit. Compensation for any contracts entered into in connection with this Permit shall be the sole responsibility of the landowner or other person hiring the Permittee to remove black bear. Authority for this Permit is granted under RCWs 77.15.010, 77.15.194, 77.12.240, 77.15.245, 77.36.030, and WACs 220-417-040 and 220-440-210.

Washington Department of Fish and Wildlife (WDFW) reserves the right to verify damage via a site visit at any time. Prior notification will be made to applicants. Permits are subject to revocation if damage is unverifiable.

The activity granted by this Permit applies only to the property owner, tenant of the property described on this Permit, and the Permittees listed. Any person exercising the privileges granted by this Permit must have this Permit in his/her immediate possession.

<u>Hampton</u>	<u>Beth Fitch</u>	<u>42235 Old Hwy 30</u>
Company Name	Representative's Name	Street Address
<u>Astoria</u>	<u>OR</u>	<u>97103</u>
City	State	Zip Code
		<u>(503) 458-6111</u>
		<u>(503) 458-6111</u>
		Office Phone
		Cell Phone

Is Authorized to Remove 2 Bear using Snare only.

Permit Area (Twp, Rg, Sec)	<u>11N, 09W, 35</u>	Local Name	<u>Crusher Creek</u>
GPS Coordinates Decimal Degrees	Lat <u>46.39133</u>	Long <u>-123.75793</u>	County <u>Pacific</u>
		Acres	<u>119</u>
Permit Valid from	<u>5/8/2018</u>	To	<u>6/7/2018</u>

Describe Actual or Immediate Threat to Property:

12 trees peeled in 4 days

I, the undersigned, acknowledge that I have read the terms and conditions of this Permit, and I agree to be bound by all applicable RCWs, WACs, and Permit conditions. I understand that the State of Washington is issuing this Permit to allow me the benefits of the statutes and regulations listed herein, and that the State has not in any way directed, advised or otherwise indicated how the removal allowed by this Permit is to be carried out except as stated within this Permit. I also waive for myself, my heirs, administrators, and assignees, all claims against the state of Washington, its officers, agents, or employees, for all injury or loss occurring in any manner whatsoever while exercising the privileges granted by this Permit. I further agree to indemnify, defend, and hold harmless the State of Washington, its officers, agents, or employees, from any and all claims arising from injury or loss to any other person or property directly or indirectly related to the use of any privileges granted by this Permit.

PERMIT MUST BE SIGNED BY PERMITTEE AND HUNTER(S) TO BE VALID

<u>Hampton</u>	<u>Hampton</u>	<u></u>
Land owner Signature	Printed Name	Date
<u>DEAN BARTZ</u>	<u></u>	<u></u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name
<u></u>	<u></u>	<u></u>
Permittee/Independent Contractor Name	Permittee/Independent Contractor Name	Permittee/Independent Contractor Name

5/7/2018

Issued by (Signature) Dan Brinson, Wildlife Conflicts Section Date

Hide Tags: 4516, 4517

Tooth Envelopes: 35717, 37516

* Commercial Bear Timberland Damage: any confirmed, current year, fresh-peeled trees (no red, grey, or needle-less trees) within a stand of Douglas-fir or hemlock trees less than or equal to 30 years of age.

* A visual sighting of black bear does not constitute a threat of imminent damage.

* Landowners are encouraged to provide hunting access, as defined in WAC 220-440-190, to their affected land during the general bear season.

A. Hound Handlers are required to contact WDFW Enforcement 24 hours prior to engaging in any hunting activities and provide permit number and directions to the area of activity. For weekend activity, hound handlers must notify WDFW on Friday before 4pm. Call in to 360-902-2936 or email WILDCOMM@dfw.wa.gov.

B. Prior to exercising the authority granted under a depredation permit, a signed affidavit from each individual designated hound handler, trapper, or Boot/Master Hunter is required. Permits are valid only when an affidavit signed by the Permittee(s) is on file and when this Permit is signed by a designated WDFW representative. The landowner or their designee must sign each Permit issued. Renewal of unfilled Permits require landowner/designee signature only. Permittee(s) need only sign the Affidavit once per bear removal year.

C. This depredation Permit authorizes either a maximum of four (4) individual hound handlers or two (2) trappers or two (2) Boot/Master Hunters, and two (2) vehicles. The landowner (or their designee) may accompany the designated individuals without counting themselves as part of the removal party. Any bears removed during this Permit period, including by the landowner, count as harvest on this Permit. These privileges entitle the use of dogs by designated hound handlers only and the use of hunting or non-strangling foot snare traps by Boot/Master Hunters and trappers, respectively, as directed on this Permit to pursue and remove black bear. All participants and/or alternates must have a valid Washington big game hunting license with bear as a species option and must meet eligibility requirements. While exercising privileges associated with this Permit, the Permittee(s) provide consent for WDFW personnel to search for wildlife and/or parts thereof in all vehicles involved with the hunting activity authorized by this Permit. The privileges granted in this Permit may not be transferred.

D. Hounds may not strike on state or federal lands and must strike within one (1) mile of the GPS coordinates listed on this Permit, with pursuit and harvest occurring no further than three (3) miles from the original GPS coordinates listed on this Permit. This Permit does not authorize the presence of hound handlers or alternates with their hounds further than three (3) miles from the damage GPS coordinates unless hound handlers are only retrieving their hounds; firearms must be unloaded and stowed in their vehicle while handlers are retrieving hounds. Hound handlers may not use bait or lure at any time or under any circumstance to attract a bear and may not strike bears within one (1) mile of feed stations. This Permit does not authorize trespass.

E. Trappers and Boot/Master Hunters may not hunt or trap on state or federal lands but may use bait to attract black bears to a snare location or hunting area within the damage location, per the attached baiting protocol. Boot/Master Hunters and trappers are prohibited from attempting to remove or removing a bear in excess of one (1) mile from the GPS coordinates listed on this Permit. Foot Snare(s) must be checked every 24 hours.

F. Prior to permit start date, provide all feeder station GPS locations to WDFW and remove all feed stations and feed within removal area (1-mile radius for trappers and Boot/Master Hunters; 3-mile radius for hound handlers). Failure to do so will result in revocation of a Bear Depredation Permit.

G. The designated Permittee(s) must make every effort to kill the animal quickly and to prevent the animal from escaping or suffering. Any black bear removed under conditions of this Permit must be immediately tagged by the designated Permittee(s) with the furnished depredation Hide Seal. Upon conclusion of this Permit, any unused Hide Seals, tooth envelopes, and the harvest report must be completed and delivered to the WDFW headquarters office within seven (7) days of this Permit expiration date. The Bear Gall Tags, Meat Identification Tags, and this Permit must accompany all parts of the bear while being transported.

H. Permittee(s) are required to submit a complete harvest report and associated harvest documents in writing to WDFW within seven (7) days of harvest and notify the landowner of the date and sex of each bear removed within 24 hours of the time of harvest.

I. Permittee(s) will harvest the gall bladder, complete a black bear Gall Tag, and freeze the gall bladder in such a manner that the Gall Tag remains legible and can be read without thawing. The gall bladder with Gall Tag and the hide with Hide Tag must be submitted by the Permittee(s) to the approved furrier within seven (7) days of removing the animal; Permittee(s) must obtain receipts. These receipts and WDFW form 563 are required to be submitted to WDFW as designated on the harvest report form within seven (7) days of removing the animal.

J. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders within seven (7) days of removing the animal. Designated Permittee(s) will transport items to a location designated by WDFW and obtain receipt(s).

K. All black bear carcasses, hides, and gall bladders will remain the property of the state and will be transported by the designated hunter(s)/Agents to a location designated by WDFW. Black bears killed under this permit will be taken to a WDFW-approved donation site for distribution to approved charities and organizations. The designated hunter(s)/Agent(s) will obtain receipts from the donation site representative indicating the pounds of meat accepted using a Receipt of Donated Wildlife form WDFW 563. Designated hunters/Agents may not retain the carcass or any parts of bears for personal use.

L. For any bear taken under the conditions of this depredation Permit that will be donated, Permittee(s) must do following: immediately field dress the animal and take every reasonable precaution to prevent spoilage of meat. For all bears, retention of one of the first teeth (premolar) behind the canine tooth is required. Place the premolar tooth in a bear-tooth envelope, complete all the required information, and return it to WDFW along with the harvest report.

M. This Permit does not supersede or overrule any city, county, or state firearms regulations. Depredation Permits may be suspended, canceled, conditioned, or renewed at the discretion of WDFW. The Permittee(s) shall abide by all conditions set forth on this Permit. Failure to comply with these conditions may constitute a violation of RCW 77.15.410, RCW 77.15.750, and/or RCW 77.15.245. Violation of any Permit provision or direction from landowners may result in immediate Permit revocation and termination, in addition to possible criminal charges. A revocation may be appealed under standard WDFW procedures; however, during an appeal, a hunter or trapper is prohibited from activities associated with a Depredation Permit until the appeal is resolved.

N. Permits may be issued for a period of up to 30 days and renewed within the same season if authorized bears remain unharvested.

O. This Permit is valid only when signed by the designated WDFW representative and the landowner or their representative, along with signed affidavits for any designated hound handler(s), hunter(s) and trapper(s), and is received by WDFW Conflict Section. These signatures acknowledge that this Permit and all of its conditions have been read and understood, and that the Permittee(s) agree to be bound by the terms of this Permit. The landowner (representative) will sign this Permit and email, fax, or mail to the WDFW Wildlife Conflict Section prior to the start day of the first Permit. The landowner (representative) must sign each Permit issued; all other Permittee(s) need only sign an affidavit once per season.

P. It is the responsibility of the landowner to ensure that all addresses and telephone numbers listed for designated hound handlers, trappers, Boot/Master Hunters, and alternates are correct. Incorrect addresses or telephone numbers will immediately invalidate this Permit and cause that hound handler, hunter, or trapper to be banned from any subsequent Permits that season.

Q. Any damage location that cannot be verified by WDFW staff after making a reasonable attempt shall result in suspension of removal activity or revocation of a permit. Failure to address a suspension of activity within 24 hours will result in revocation of the permit.

HARVEST REPORT FROM DEPREDATION PERMIT # BS-201805-16123-0

Hound handlers, Boot/Master Hunters, and Trappers shall notify the landowner within 24 hours of taking game. Within seven (7) days of removing the animal:

1. The gall bladder and tag must be turned in to the authorized furrier and obtain a receipt.
2. Hound handlers must turn in ALL black bear hides, including heads, skulls, and paws, and all gall bladders to the authorized furrier within seven (7) days of removing the animal and obtain receipts.
3. ALL original hide and carcass receipts, tooth envelopes and harvest reports must be submitted by the hunter(s) to WDFW office listed below within 7 days of harvest. Failure to report is in violation of RCW 77.15.750, 77.15.280, 77.15.410, 77.15.420, WAC 232-36-320 and may result in a hunting infraction.

**Washington Department of Fish and Wildlife
Wildlife Conflict Program: Attn. Ralf Schreiner
P.O. Box 43141
Olympia, WA. 98504-3200
Fax: (360) 902-2162
Email: beartimber@dfw.wa.gov**

I am requesting renewal of permit to remove remaining permitted bears that continue to cause damage. Landowner/representative must sign to request a permit extension.

Name of Company/Landowner:		Hampton		Permit Dates:		5/8/2018 - 6/7/2018	
Hunters/Agents Name:			WILD ID#				
WDFW Bear Hide Seal		#4516	# 4517	Tooth Envelope		# 35717	# 37516
Species Killed:		Carcass Receipt:		LAT: <small>Decimal Degrees</small>			
Sex:		Hide Receipt:		LONG: <small>Decimal Degrees</small>			
Comments: Must state why carcass was unrecoverable, provide GPS location in Decimal Degrees ONLY.							
Signature of Hunter:			Date:				
Signature of Landowner for Renewal							

For Official Use Only:

All black bear gall bladders, gall bladder tags, hides, and depredation permits must be turned into a WDFW coordinated drop-off as directed on the permit. All galls, heads w/teeth, and paws with claws must be retrieved if the bear cannot be salvaged in its entirety. Failure to do so will constitute a violation of the depredation permit.

<p>HIDE IDENTIFICATION TAG</p> <p>PERMIT NO: BS-201805-16123-0</p>	<p>BEAR GALL IDENTIFICATION TAG</p> <p>PERMIT NO: BS-201805-16123-0</p>	<p>MEAT IDENTIFICATION TAG</p> <p>PERMIT NO: BS-201805-16123-0</p>
<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>	<p>BEAR TAG NO:</p>
<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>	<p>HOUND HANDLER/MASTER HUNTER/TRAPPER NAME:</p>