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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA**

GROUND FISH FORUM, INC.,

Plaintiff,

v.

NATIONAL MARINE FISHERIES  
SERVICE, *et al.*,

Defendants.

Case No. 3:23-cv-00283-JMK

**RESPONSE TO PETITION FOR REVIEW  
AND ANSWER TO COMPLAINT**

*Groundfish Forum, Inc. v. NMFS*  
Case No. 3:23-cv-00283-JMK

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Ex. M, p. 1

Intervenor-Defendants the Central Bering Sea Fishermen’s Association, City of Saint Paul, Alaska, Alaska Longline Fishermen’s Association, Fishing Vessel Owners’ Association, Homer Charter Association, The Boat Company, Petersburg Vessel Owners’ Association, Alaska Marine Conservation Council, Halibut Association of North America, North Pacific Fisheries Association, Aleut Community of St. Paul Island Tribal Government, and the Seafood Producers Cooperative (collectively, the “Halibut Defense Alliance” or “Alliance”), by and through their attorneys, respond to the Ground Fish Forum’s (“Plaintiff”) Complaint and Petition for Review (“Petition”) in the action titled *Ground Fish Forum, Inc. v. National Marine Fisheries Service, et al.*, No. 3:23-cv-00283-JMK, as follows:

### **FIRST DEFENSE**

All or part of the Petition fails to state a claim upon which relief can be granted.

### **SECOND DEFENSE**

The Court lacks jurisdiction over some or all of the claims asserted in the Petition.

### **THIRD DEFENSE**

The Halibut Defense Alliance reserves the right to assert additional defenses based on further developments in this case.

## RESPONSE TO ALL ALLEGATIONS OF THE PETITION

The Halibut Defense Alliance denies each and every allegation of the Petition not otherwise admitted, denied, or neither admitted nor denied for lack of knowledge or information sufficient to form a belief as to the truth of the allegations. Only to the extent that the headings in the Petition contain factual allegations that require a response, the headings are denied.

### SUMMARY OF ACTION

1. The first sentence of Paragraph 1 represents Plaintiff's characterization of this action, to which no response is required. The second sentence of Paragraph 1 is denied.

2. Paragraph 2 purports to characterize a federal statute that speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the statute are denied.

3. The Halibut Defense Alliance admits the allegations of Paragraph 3.

4. The Halibut Defense Alliance admits the allegations of Paragraph 4 only to the extent that commercial fisheries have bycatch; that bycatch occurs when fishery participants incidentally catch non-target species; that bycatch can be wasteful; and that Pacific halibut caught as bycatch by the Amendment 80 fleet is required to be discarded. The Halibut Defense Alliance lacks

information upon which to form a belief as to the truth or falsity of the remaining allegations of Paragraph 4. The Halibut Defense Alliance further states that NMFS regulations prohibit the retention of bycaught halibut to prevent users like Amendment 80 from surreptitiously targeting halibut, which are valuable and could be sold, to the detriment of directed, recreational, and subsistence fishermen who depend upon the halibut resource for their livelihoods and sustenance. Any remaining allegations of Paragraph 4 are denied.

5. The Halibut Defense Alliance admits the allegations in the first sentence of Paragraph 5 only to the extent that bycatch reduction measures can have economic costs and, in some cases, may reduce the harvest of target species. The Halibut Defense Alliance denies that Amendment 123 will reduce the overall harvest of groundfish by the Amendment 80 fleet. The remaining allegations in the second, third, and fourth sentences of Paragraph 5 purport to quote and characterize a federal statute, which speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the statute is denied. The final sentence of Paragraph 5 is denied.

6. The Halibut Defense Alliance admits the allegations of Paragraph 6 only to the extent that the Amendment 80 sector catches Pacific halibut when fishing for targeted species; that in 2016, Pacific halibut bycatch caps were

reduced on BSAI fishing sectors including the Amendment 80 sector; that the bycatch limit for the Amendment 80 sector received a larger reduction; and that, following imposition of the more stringent bycatch limits, the Amendment 80 fleet has preserved its fishing opportunities for target species through implementation of mitigative tools to reduce Pacific halibut bycatch. The Halibut Defense Alliance lacks information upon which to form a belief as to the truth or falsity of the remaining allegations of Paragraph 6. The Halibut Defense Alliance further states that the Amendment 80 sector received a larger reduction in its bycatch limits in 2016 because the Amendment 80 fleet was both the largest contributor to halibut bycatch (accounting for about 60% of the total bycatch mortality from 2008 to 2014) and most able to decrease bycatch through changes in fishing behavior. *See* 81 Fed. Reg. 24734, 24721 (Apr. 27, 2016).

7. The Halibut Defense Alliance admits the allegations in the first sentence of Paragraph 7 only to the extent that the NMFS approved Amendment 123, which creates abundance-based limits on halibut bycatch on the Amendment 80 sector; that, under current levels of halibut abundance, adoption of Amendment 123 results in a reduction from previous bycatch limits; and that the bycatch limits applicable to other sectors vary from those included in Amendment 123. The remaining allegations of Paragraph 7 are

denied. The Halibut Defense Alliance further states that Amendment 80 is the single largest contributor to halibut bycatch in the BSAI and responsible for the overwhelming share of halibut bycatch within all BSAI trawl fisheries.

8. The allegations of Paragraph 8 are denied.

9. The Halibut Defense Alliance admits the allegations of Paragraph 9 only to the extent that halibut bycatch is wasteful and that reducing halibut bycatch will, among other things, increase the amount of halibut available for directed commercial, recreational, and subsistence users. The remaining allegations of Paragraph 9 are denied.

10. The Halibut Defense Alliance admits the allegations of Paragraph 10 only to the extent the Pacific halibut stock has remained at low levels for around 10 years. The second sentence purports to characterize the Final EIS, which speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the Final EIS is denied. The remaining allegations of Paragraph 10 are denied.

11. The allegations of Paragraph 11 are denied.

12. The allegations of Paragraph 12 are denied.

## PARTIES

### Plaintiff

13. The Halibut Defense Alliance admits that Plaintiff represents the Amendment 80 sector. The Halibut Defense Alliance lacks information upon which to form a belief as to the truth or falsity of the remaining allegations of Paragraph 13.

14. The Halibut Defense Alliance admits the allegations in the first sentence of Paragraph 14. The remaining allegations of Paragraph 14 constitute legal conclusions to which no response is required.

15. The Halibut Defense Alliance admits the allegations of Paragraph 15.

16. The first and last sentences of Paragraph 16 constitute legal conclusions to which no response is required. The Halibut Defense Alliance admits the allegations in the third sentence of Paragraph 16 only to the extent that Amendment 123 requires the Amendment 80 sector to reduce its bycatch mortality. The Halibut Defense Alliance lacks information upon which to form a belief as to the truth or falsity of the allegations in the second, fifth, and sixth sentences of Paragraph 16. The remaining allegations of Paragraph 16 are denied.

## **Defendants**

17. The Halibut Defense Alliance admits the allegations of the first and second sentences of Paragraph 17. The remaining allegations of Paragraph 17 constitute legal conclusions to which no response is required.

18. The Halibut Defense Alliance admits the allegations in the first and second sentences of Paragraph 18. The Halibut Defense Alliance admits the allegations in the third sentence only to the extent that the Secretary of Commerce is ultimately responsible for approval of Amendment 123 and related regulations and documents. The remaining allegations of Paragraph 18 are denied.

19. The Halibut Defense Alliance admits the allegations of Paragraph 19.

## **JURISDICTION AND VENUE**

20. The allegations of Paragraph 20 constitute legal conclusions to which no response is required.

21. The allegations of Paragraph 21 constitute a legal conclusion to which no response is required.

22. The allegations of Paragraph 22 constitute a legal conclusion to which no response is required.



23. The allegations of Paragraph 23 constitute legal conclusions to which no response is required.

## **STATUTORY FRAMEWORK**

### **The Administrative Procedure Act**

24. Paragraph 24 purports to characterize a federal statute that speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the statute is denied.

### **The Magnuson-Stevens Fishery Conservation and Management Act**

25. The Halibut Defense Alliance admits the allegations of the first sentence of Paragraph 25. The remaining allegations of Paragraph 25 purport to characterize a federal statute, which speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the statute is denied.

26. The Halibut Defense Alliance admits the allegations of Paragraph 26.

27. The Halibut Defense Alliance admits the allegations of Paragraph 27.

28. The Halibut Defense Alliance admits the allegations of Paragraph 28.

29. Paragraph 29 purports to characterize a federal statute that speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the statute is denied.

30. Paragraph 30 purports to characterize a federal statute that speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the statute is denied.

31. The allegations of Paragraph 31 constitute a legal conclusion to which no response is required.

32. The allegations of Paragraph 32 constitute legal conclusions to which no response is required.

33. The allegations of Paragraph 33 constitute legal conclusions to which no response is required.

34. The allegations of Paragraph 34 constitute legal conclusions to which no response is required.

### **The National Environmental Policy Act**

35. The allegations of Paragraph 35 constitute legal conclusions to which no response is required.

36. Paragraph 36 purports to characterize a federal statute that speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the statute is denied.

37. The allegations in the first sentence of Paragraph 37 constitute legal conclusions to which no response is required. The remaining allegations of Paragraph 37 are admitted.

38. Paragraph 38 purports to characterize federal regulations that speak for themselves and are the best evidence of their contents. Any allegation contrary to the text, context, or meaning of the regulations is denied.

39. The allegations in the first sentence of Paragraph 39 purport to characterize federal regulations that speak for themselves and are the best evidence of their contents. Any allegation contrary to the text, context, or meaning of the regulations is denied. The remaining allegations of Paragraph 39 constitute legal conclusions to which no response is required.

40. Paragraph 40 purports to characterize a federal regulation that speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the regulation is denied.

41. The allegations of Paragraph 41 constitute legal conclusions to which no response is required.

## **STATEMENT OF FACTS**

### **The Pacific Halibut Stock**

42. The Halibut Defense Alliance admits the allegations of Paragraph 42.

43. The Halibut Defense Alliance admits the allegations of Paragraph 43 only to the extent that the spawning stock biomass has varied with recruitment; that it been stable at low levels since 2012 following a considerable decline from historical levels; and that the stock is not legally considered to be overfished or subject to overfishing. The remaining allegations of Paragraph 43 are denied.

44. The Halibut Defense Alliance admits the allegations in the first and second sentences of Paragraph 44. The Halibut Defense Alliance admits the allegations in the third and fourth sentences of Paragraph 44 only to the extent that halibut caught by the Amendment 80 fleet constitute bycatch and that bycaught halibut are required to be discarded. The Halibut Defense Alliance further states that NMFS regulations prohibit the retention of bycaught halibut to prevent users like Amendment 80 from surreptitiously targeting halibut, which are valuable and could be sold, to the detriment of directed, recreational, and subsistence fishermen who depend upon the halibut resource for their livelihoods and sustenance. Any remaining allegations of Paragraph 44 are denied.

45. Paragraph 45 purports to characterize an IPHC stock assessment report, which speaks for itself and is the best evidence of its contents. Any allegation that is inconsistent with the text, context, or meaning of the stock

assessment report is denied. The Halibut Defense Alliance further states that, based on more recent stock assessments, the IPHC reduced halibut harvest limits for 2023 by 14.4% from 2022 levels, and in late January of this year, adopted even lower limits for 2024, this time reducing the total mortality limit by another 4.57% from the 2023 level.

46. The Halibut Defense Alliance admits the allegations of Paragraph 46 only to the extent that that Area 4 harvest limits increased in 2022 and that Area 4 harvest rates were 67% and 56% in 2022 and 2023, respectively. The remaining allegations of Paragraph 46 are denied. The Halibut Defense Alliance further states that harvest limits were increased in 2022 in direct anticipation of reduced bycatch mortality by the Amendment 80 fleet resulting from Amendment 123; that halibut catch rates have been declining in 2022 and 2023 due to lower abundance and fish density; that these declines have led to reduced catches and made it economically infeasible for halibut fishermen to prosecute the fishery, forcing them to forego portions of their catch in recent years.

47. The Halibut Defense Alliance admits the allegations in the first sentence of Paragraph 47. The Halibut Defense Alliance admits the allegations in the second sentence of Paragraph 47 only to the extent that the FMP and implementing regulations have included halibut bycatch limits for some

fisheries and sectors. The Halibut Defense Alliance further states that halibut bycatch in these other fisheries is dwarfed by the halibut bycatch mortality caused by the Amendment 80 fleet. Any remaining allegations of Paragraph 47 are denied.

### **The Amendment 80 Sector**

48. The Halibut Defense Alliance admits the allegations of Paragraph 48 only to the extent that NMFS issued a rule in 2007 implementing Amendment 80. The remaining allegations of Paragraph 48 purport to characterize Amendment 80 and/or implementing regulations, which speak for themselves and are the best evidence of their content. Any allegation contrary to the text, context, or meaning of Amendment 80 and/or its implementing regulations is denied.

49. The Halibut Defense Alliance admits the allegations of Paragraph 49 only to the extent that Amendment 80 has implemented measures to reduce its halibut bycatch and that other fishery sectors also have bycatch. Any remaining allegations of Paragraph 49 are denied. The Halibut Defense Alliance further states that the Amendment 80 fleet is the single largest contributor to halibut bycatch in the BSAI and responsible for the overwhelming share of halibut bycatch within all BSAI trawl fisheries.

50. The Halibut Defense Alliance admits the allegations of Paragraph 50.

51. The Halibut Defense Alliance admits the allegations of Paragraph 51 only to the extent that the Amendment 80 fleet harvested approximately 335,000 mt of groundfish, that the fleet was not constrained by the 2016 PSC limit, and that this corresponds to a ratio of about 214 kg of groundfish per kg of halibut mortality. The Halibut Defense Alliance lacks information upon which to form a belief as to the truth or falsity of the remaining allegations of Paragraph 51.

52. The Halibut Defense Alliance admits the allegations of Paragraph 52 only to the extent that the Amendment 80 fleet has utilized measures to reduce halibut bycatch to comply with halibut bycatch limits, including the measures identified in Paragraph 52. Any remaining allegations of Paragraph 52 are denied.

53. The Halibut Defense Alliance admits the allegations of Paragraph 52.

54. The Halibut Defense Alliance admits the allegations in the first and second sentences of Paragraph 54. The third sentence of Paragraph 54 purports to characterize the Final EIS, which speaks for itself and is the best evidence of its contents. The Halibut Defense Alliance lacks information upon

which to form a belief as to the truth or falsity of the third sentence of Paragraph 54. The remaining allegations in the fifth sentence of Paragraph 54 are admitted.

55. The Halibut Defense Alliance admits the allegations of Paragraph 55 only to the extent that the Amendment 80 fleet began using the strategies identified prior to Amendment 123 and that limiting halibut bycatch involves some cost. The Halibut Defense Alliance lacks information upon which to form a belief as to the truth or falsity of the remaining allegations in the second and third sentences of Paragraph 55. The remaining allegations of Paragraph 55 are denied.

#### **Amendment 111**

56. The Halibut Defense Alliance admits the allegations of Paragraph 56. The Halibut Defense Alliance further states that the Amendment 80 sector received a larger reduction in its bycatch limits in 2016 because the Amendment 80 fleet was both the largest contributor to halibut bycatch (accounting for about 60% of the total bycatch mortality from 2008 to 2014) and most able to decrease bycatch through changes in fishing behavior. See 81 Fed. Reg. 24734, 24721 (Apr. 27, 2016).

57. Paragraph 57 purports to characterize Amendment 111 and/or its implementing regulations, which speak for themselves and are the best



evidence of their contents. Any allegation inconsistent with the text, context, or meaning of Amendment 111 and/or its implementing regulations is denied. The Halibut Defense Alliance further states that the Amendment 80 sector received a larger reduction in its bycatch limits in 2016 because the Amendment 80 fleet was both the largest contributor to halibut bycatch (accounting for about 60% of the total bycatch mortality from 2008 to 2014) and most able to decrease bycatch through changes in fishing behavior. *See* 81 Fed. Reg. 24734, 24721 (Apr. 27, 2016).

58. Paragraph 58 purports to characterize Amendment 111 and/or its implementing regulations, which speak for themselves and are the best evidence of their contents. Any allegation inconsistent with the text, context, or meaning of Amendment 111 and/or its implementing regulations is denied.

59. Paragraph 59 purports to characterize the environmental assessment prepared for Amendment 111 and/or its implementing regulations, which speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the environmental assessment is denied.

60. Paragraph 60 purports to characterize the environmental assessment prepared for Amendment 111 and/or its implementing regulations, which speaks for itself and is the best evidence of its contents. Any allegation

inconsistent with the text, context, or meaning of the environmental assessment is denied.

### **Amendment 123 and the Final EIS**

61. Paragraph 61 purports to characterize the Initial Review Draft of an Environmental Impact Statement prepared in relation to Amendment 123. The document speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the document is denied.

62. The Halibut Defense Alliance admits the allegation of Paragraph 62 only to the extent that the Council passed a motion that recommended focusing on the Amendment 80 sector, which speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the motion is denied.

63. The Halibut Defense Alliance admits the allegation of Paragraph 63 only to the extent that the Council released a new Initial Review Draft in 2020. The remaining allegations of Paragraph 63 purport to characterize the 2020 Initial Review Draft, which speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the document is denied.

64. The Halibut Defense Alliance admits the allegation of Paragraph 64 only to the extent that the Council released a new draft analysis, which speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the analysis is denied. The remaining allegations of Paragraph 64 are denied.

65. The Halibut Defense Alliance admits the allegations of the first, second, third, and fourth sentences of Paragraph 65. The Halibut Defense Alliance denies the allegation of the final sentence of Paragraph 65.

66. The Halibut Defense Alliance admits the allegations of Paragraph 66 only to the extent that Plaintiff and its members participated in the Council and NMFS processes through verbal testimony, written testimony, and written comments, and that these groups objected to further reductions in their bycatch limits based on assertions consistent with those made of Paragraph 66. The remaining allegations of Paragraph 66 are denied.

67. The Halibut Defense Alliance admits the allegations of Paragraph 67. The Halibut Defense Alliance further states that Amendment 80 is the single largest contributor to halibut bycatch in the BSAI and responsible for the overwhelming share of halibut bycatch within all BSAI trawl fisheries.

68. The Halibut Defense Alliance admits the allegation of the first sentence of Paragraph 67. The Halibut Defense Alliance admits the remaining

allegations of Paragraph 67 only to the extent that Amendment 80 encounter rates may differ from fishery independent indices of abundance. The third sentence of Paragraph 68 purports to characterize comments made by the Council's Scientific and Statistical Committee, which speak for themselves and are the best evidence of their contents. Any allegation inconsistent with the text, context, or meaning of the comments is denied. The remaining allegations of Paragraph 68 are denied.

69. The Halibut Defense Alliance admits the allegations of Paragraph 69 only to the extent that IPHC Set Line Survey sampling was constrained in 2023 and that Plaintiff's counsel sent a letter to NMFS regarding the IPHC Set Line Survey in May 2023. The remaining allegations in Paragraph 69 are denied.

70. The first, second, third and fourth sentences of Paragraph 70 purport to characterize Amendment 123 and/or its implementing regulations, which speak for themselves and are the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the Amendment and/or implementing regulations is denied. The Halibut Defense Alliance lacks information upon which to form a belief as to the truth or falsity of the allegations in the fifth and sixth sentences of Paragraph 70. The remaining allegations in Paragraph 70 are denied.

71. The Halibut Defense Alliance admits the allegations of Paragraph 71 only to the extent that Amendment 123 does not permit the Amendment 80 fleet to increase its bycatch over current levels and that reductions of 349 mt and 611 mt from the previous limit are possible. The remaining allegations of Paragraph 71 are denied.

72. The Halibut Defense Alliance admits the allegation of the first sentence of Paragraph 72 only to the extent that Amendment 123 specifically focuses on the Amendment 80 fleet. The remaining allegations of Paragraph 72 are denied.

73. The allegations of Paragraph 73 are denied.

74. The allegations of Paragraph 74 are denied.

75. The Halibut Defense Alliance admits the allegations of Paragraph 75 only to the extent that Amendment 111 and Amendment 123 resulted in increased harvest limits for the directed fishery, and that, following their adoption, the Area 4 harvest limits increased from 3.815 million net pounds in 2015 to 5.1 million net pounds in 2022. The Halibut Defense Alliance lacks information upon which to form a belief as to the truth or falsity of the allegations in the second and last sentences of Paragraph 25, which purports to characterize an unnamed document. The remaining allegations of Paragraph 75 are denied. The Halibut Defense Alliance further states that

harvest limits have been reduced in 2023 and 2024 due to declining abundance and concerns about the health of the stock.

76. The allegations of Paragraph 76 are denied.

77. The Halibut Defense Alliance denies the allegation of the first sentence of Paragraph 77. The allegations of the second sentence of Paragraph 77 purport to quote an unnamed document, which speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of that document is denied. The Halibut Defense Alliance admits the allegations of the final sentence of Paragraph 77 only to the extent that Amendment 123 addresses bycatch and does not address directed fishery limits. The remaining allegations of Paragraph 77 are denied.

78. The first sentence of Paragraph 78 purports to characterize the Final Environmental Impact Statement prepared for Amendment 123, which speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the EIS is denied. The remaining allegations of Paragraph 78 are denied.

79. The allegations of Paragraph 79 are denied.

80. Paragraph 80 purports to characterize the Final Environmental Impact Statement prepared for Amendment 123, which speaks for itself and is

the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the EIS is denied.

81. The first sentence of Paragraph 81 purports to characterize the Final Environmental Impact Statement related to Amendment 123, which speaks for itself and is the best evidence of its contents. Any allegation inconsistent with the text, context, or meaning of the EIS is denied. The remaining allegations of Paragraph 81 are denied.

82. Paragraph 82 purports to characterize the Final Environmental Impact Statement, comments provided during the rulemaking process, and other NMFS unnamed statements, which speak for themselves and are the best evidence of their content. Any allegation inconsistent with the text, context, or meaning of the EIS, relevant comments, or NMFS statements is denied.

83. The Halibut Defense Alliance admits the allegations of Paragraph 83 only to the extent that Plaintiff and its members submitted information to NMFS and requested that the agency prepare a supplemental Environmental Impact Statement. The remaining allegations of Paragraph 83 are denied.

## FIRST CLAIM FOR RELIEF

### (Violation of the MSA and APA)

84. The Halibut Defense Alliance incorporates by reference its responses to Paragraphs 1 through 83 contained herein.

85. The allegations of Paragraph 85 constitute legal conclusions to which no response is required.

86. The allegations of Paragraph 86 constitute legal conclusions to which no response is required.

87. The allegations of Paragraph 87 are denied.

a. The Halibut Defense Alliance denies the allegations of Paragraph 87.a.

b. The Halibut Defense Alliance denies the allegations of Paragraph 87.b.

c. The Halibut Defense Alliance denies the allegations of Paragraph 87.c.

d. The Halibut Defense Alliance denies the allegations of Paragraph 87.d.

e. The Halibut Defense Alliance denies the allegations of Paragraph 87.e.



- f. The Halibut Defense Alliance denies the allegations of Paragraph 87.f.
- g. The Halibut Defense Alliance denies the allegations of Paragraph 87.g.
- h. The Halibut Defense Alliance denies the allegations of Paragraph 87.h.
- i. The Halibut Defense Alliance denies the allegations of Paragraph 87.i.
- j. The Halibut Defense Alliance denies the allegations of Paragraph 87.j.
- k. The Halibut Defense Alliance denies the allegations of Paragraph 87.k.
- l. The Halibut Defense Alliance denies the allegations of Paragraph 87.l.
- m. The Halibut Defense Alliance denies the allegations of Paragraph 87.m.

88. The Halibut Defense Alliance denies the allegations of Paragraph

88.

## SECOND CLAIM FOR RELIEF

### (Violation of the NEPA and APA)

89. The Halibut Defense Alliance incorporates by reference its responses to Paragraphs 1 through 88 contained herein.

90. The allegations of Paragraph 90 constitute legal conclusions to which no response is required.

91. The Halibut Defense Alliance denies the allegations of Paragraph 91.

92. The Halibut Defense Alliance denies the allegations of Paragraph 92.

93. The Halibut Defense Alliance denies the allegations of Paragraph 93.

94. The allegations of the first sentence of Paragraph 94 constitute legal conclusions to which no response is required. The allegations of the second sentence of Paragraph 94 purport to characterize the Final EIS, which speaks for itself and is the best evidence of its contents. Any allegation contrary to the text, context, or meaning of the Final EIS is denied. The remaining allegations of Paragraph 94 are denied.

95. The allegations of the first and second sentences of Paragraph 95 constitute legal conclusions to which no response is required. The remaining allegations of Paragraph 95 are denied.

96. The allegations of the first sentence of Paragraph 96 constitute legal conclusions to which no response is required. The remaining allegations of Paragraph 96 are denied.

97. The Halibut Defense Alliance denies the allegations of Paragraph 97.

### **THIRD CLAIM FOR RELIEF**

#### **(Violation of the APA)**

98. The allegations of Paragraph 98 constitute legal conclusions to which no response is required.

99. The Halibut Defense Alliance denies the allegations of Paragraph 99.

100. The Halibut Defense Alliance denies the allegations of Paragraph 100.

### **REQUEST FOR RELIEF**

Paragraphs A through I in the Prayer for Relief on pages 41 to 42 of the Petition constitute a prayer for relief to which no response is required. To the extent a response is required, however, the Halibut Defense Alliance denies

that Plaintiff is entitled to relief based on the allegations contained in the Petition.

Respectfully submitted this 6th day of February, 2024.

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