

November 20, 2024

Via email

George Struble, Assistant Chief
 California Dept. of Fish and Wildlife
 Southern District
George.struble@wildlife.ca.gov

Ivy M. Tsai
 City Attorney
 City of Lakewood, CA
imt@jones-mayer.com

Re: Request for Investigation of Possible Violations of 14 C.C.R. § 465.5(g)(3) by the Contracted Trapper for the City of Lakewood

Dear Assistant Chief Struble and Ms. Tsai,

I am writing on behalf of People for the Ethical Treatment of Animals, Inc. (PETA) to request that the California Department of Fish and Wildlife (CDFW) investigate possible violations of 14 C.C.R. § 465.5(g)(3) by the City of Lakewood's contracted coyote trapping company, Animal Pest Management Services, Inc. ("APM"). APM's trappers have likely placed dangerous snare traps in areas in which virtually any possible trap placement is within 150 yards of dozens of residences, which is prohibited by § 465.5(g)(3).

Under California law, "Traps may not be set within 150 yards of any structure used as a permanent or temporary residence, unless such traps are set by a person controlling such property or by a person who has and is carrying with him written consent of the landowner to so place the trap or traps." 14 C.C.R. § 465.5(g)(3). A violation of this provision is a misdemeanor. *Id.* § T. 14, D.1.

The City of Lakewood contracts for coyote management services with APM, and all available information strongly suggests that APM places snare traps on public land to trap coyotes before killing them.¹ Specifically, the City requested that APM target coyotes at the Lakewood Equestrian Center and surrounding areas. Records received from the City of Lakewood designate the specific "Requested Service Area" ("service area") where the City requested coyote trapping services, which includes the Lakewood Equestrian Center and surrounding areas.² The only known area within the service area that is located more than 150 yards from apparent residences is in Rynerson Park, between San Gabriel Mid Trail to the west and Studebaker Road to the east, north of Centralia Street to the east. This accounts for approximately 1.30%

¹ Ex. 1, Trapping Service Agreement between the City of Lakewood and Animal Pest Management Services, Inc. (Aug. 23, 2024). The City and APM's "Trapping Service Agreement" provides that the "Trapping Period" is 10 business days and that "trapping [is] to commence upon receipt of signed contract," and indicates that the trapper will use "snares and/or pellet gun shooting." [APM's website](#) notes that they use traps to "control" coyotes. In [a letter](#) to the Los Angeles City Council, APM asserted that "[box or cage traps] do not work for coyotes[.]" noting that cage traps are rarely successful and that "snares are extremely effective for this purpose[.]"

² Ex. 2, Requested Service Area designated by the City of Lakewood for APM to perform coyote management services, received by PETA in response to its September 9 and September 17, 2024, public records requests to the City of Lakewood.

PEOPLE FOR
 THE ETHICAL
 TREATMENT
 OF ANIMALS
 FOUNDATION

Washington
 1536 16th St. N.W.
 Washington, DC 20036
 202-483-PETA

Los Angeles
 2154 W. Sunset Blvd.
 Los Angeles, CA 90026
 323-644-PETA

Norfolk
 501 Front St.
 Norfolk, VA 23510
 757-622-PETA

PETA FOUNDATION IS AN
 OPERATING NAME OF FOUNDATION
 TO SUPPORT ANIMAL PROTECTION.

AFFILIATES:

- PETA U.S.
- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Netherlands
- PETA Foundation (U.K.)

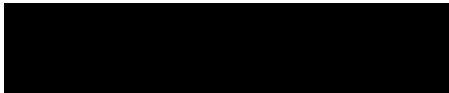
of the total service area.³ In other words, virtually no location in the area is more than 150 yards away from residences. Given the large size of the service area, it is highly unlikely that APM placed traps solely within this extremely small area throughout the contracted trapping period. Lastly, based on the documents received from the City in response to PETA's public records requests, there is no indication that APM or the City received written consent from the landowners as required by § 465.5(g)(3).


Section 465.5(g)(3) was enacted to protect people from the dangers of snares and other traps. APM's actions not only appear to violate the law but consequently put residents in danger and infringe on their right to consent to any trap placement within 150 yards of their homes. Accordingly, PETA urges CDFW to investigate APM's trapping activities and refer any violations of the regulation to a prosecuting authority.

Additionally, in the event CDFW refers violations of § 465.5(g)(3) to the Lakewood City Attorney's Office, we request that the City Attorney transfer the case to the LA District Attorney's Office based on the clear conflict of interest that charges against APM would create for the City of Lakewood. Not only is APM the City's contracted coyote trapper company, but Lakewood was made aware of the likelihood that a trapper would commit violations of the law before the scheduled start date for coyote trapping.⁴ There is no evidence that the City of Lakewood has made any attempt to address the possible violations of the California law, or to stop APM from trapping in close proximity to homes since then. This conduct will likely continue to occur unless law enforcement takes action. The City Attorney's Office cannot maintain a case against APM without bias, and therefore it is crucial that the LA District Attorney's Office handles any charges stemming from CDFW's investigation.

Thank you for your attention to this matter.

Respectfully,



Ricardo Díaz-Alarcón
Legal Fellow, PETA Foundation
rdiaz@petaf.org | 

³ Ex. 3, Maps of the Requested Service Area with 150-yard (450-foot) radii indicated.

⁴ Upon learning of the City's plan to begin trapping coyotes at the Lakewood Equestrian Center on August 27, PETA sent a letter, via email, the same day to Valarie Frost, the City of Lakewood's Director of Recreation and Community Services, informing the City that, among other concerns, there was a strong possibility that the City's contracted trapping service would violate § 465.5(g)(3).

Exhibit 1



Animal Pest Management Services, Inc.

Urban Wildlife Professionals

Phone 800.344.6567

Fax 909.590.1435

TRAPPING SERVICE AGREEMENT

90603251

NAME: CITY OF LAKEWOOD ATTN: JACK WOPSCHALL DATE: 08/22/2024
STREET: PO BOX 220
CITY: LAKEWOOD STATE: CA ZIP: 90714

EMAIL INVOICES TO: _____

HEREBY AUTHORIZES SERVICE AT: CITY OF LAKEWOOD

STREET: 3101 E. CARSON STREET CITY: LAKEWOOD ZIP: 90712
PHONE: 562-292-1195 FAX: _____ EMAIL: JWOPSCHALL@LAKEWOODCITY.ORG

Notice: The customer acknowledges and understands that no guarantee on the number of target animals to be trapped (if any) is given. The customer further agrees that if any of the traps or materials used on the job site are lost, stolen, or damaged, the customer is responsible for reimbursing Animal Pest Management Services, Inc. at the replacement cost indicated (this charge is over and beyond the total cost of the job).

DESCRIPTION OF WORK

TRAPPING PERIOD: **TEN (10) BUSINESS DAYS**

TRAPS / MATERIALS TO BE USED
(AMOUNT AND NUMBER): **SNARES AND/OR PELLET
GUN SHOOTING**
REPLACEMENT COST: **\$N/A**

TARGET ANIMALS/PESTS: **COYOTES**

****TRAPPING TO COMMENCE UPON RECEIPT OF SIGNED CONTRACT.**

COSTS

INITIAL SET UP FEE: **\$2,750.00**

* This minimum charge covers the set-up, use of traps and/or materials for the duration of the trapping period and the trapping and removal of the target animals.

ADDITIONAL CHARGES:

\$N/A for every trip to remove a target animal that is trapped.

\$N/A for every trip to remove a non-target animal trapped that must be removed or released.

PAYMENT TERMS

The initial set-up fee of \$2,750.00 is due at the beginning of the trapping program. Additional charges (if any) are due as they occur.

**CUSTOMER AGREES TO PAY WHEN BILLED FOR SERVICES DUE. A SERVICE CHARGE OF
1.5% PER MONTH EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18% WILL BE
APPLIED TO PAST DUE ACCOUNT.**

The customer agrees to indemnify Animal Pest Management Services, Inc., and hold it harmless against any claim, lawsuit or demand, including all reasonable attorney's fees and costs, brought by third parties based on environmental issues including, but not limited to, matters related to the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA).

Animal Pest Management Services, Inc. agrees to provide trapping services at the described premises according to the terms and conditions set forth under description of work. This agreement covers only the premises and target animals specified under description of work. The agreement does not guarantee against present or future pest damage to the property, building or contents of the described premises, or provide compensation therefore.

KELLI PICKLER

Please Print Name

Richard Duffy
ANIMAL PEST MANAGEMENT SERVICES, INC.

DATE: 8-22-24

CUSTOMER (SIGNATURE)

DATE: 8-23-2024

CHIEF OPERATING OFFICER: RICK DUFFY
AREA 7

PLEASE SIGN AND RETURN ONE COPY

ke

Corporate Office 13655 Redwood Court, Chino, CA 91710-5516
San Diego County 5933 Sea Lion Place #109, Carlsbad, CA 92010
Riverside County 43549 Wheel Road, Indio CA 92201

Environmentally Friendly
for Over 35 Years
www.animalpest.com



Exhibit 2

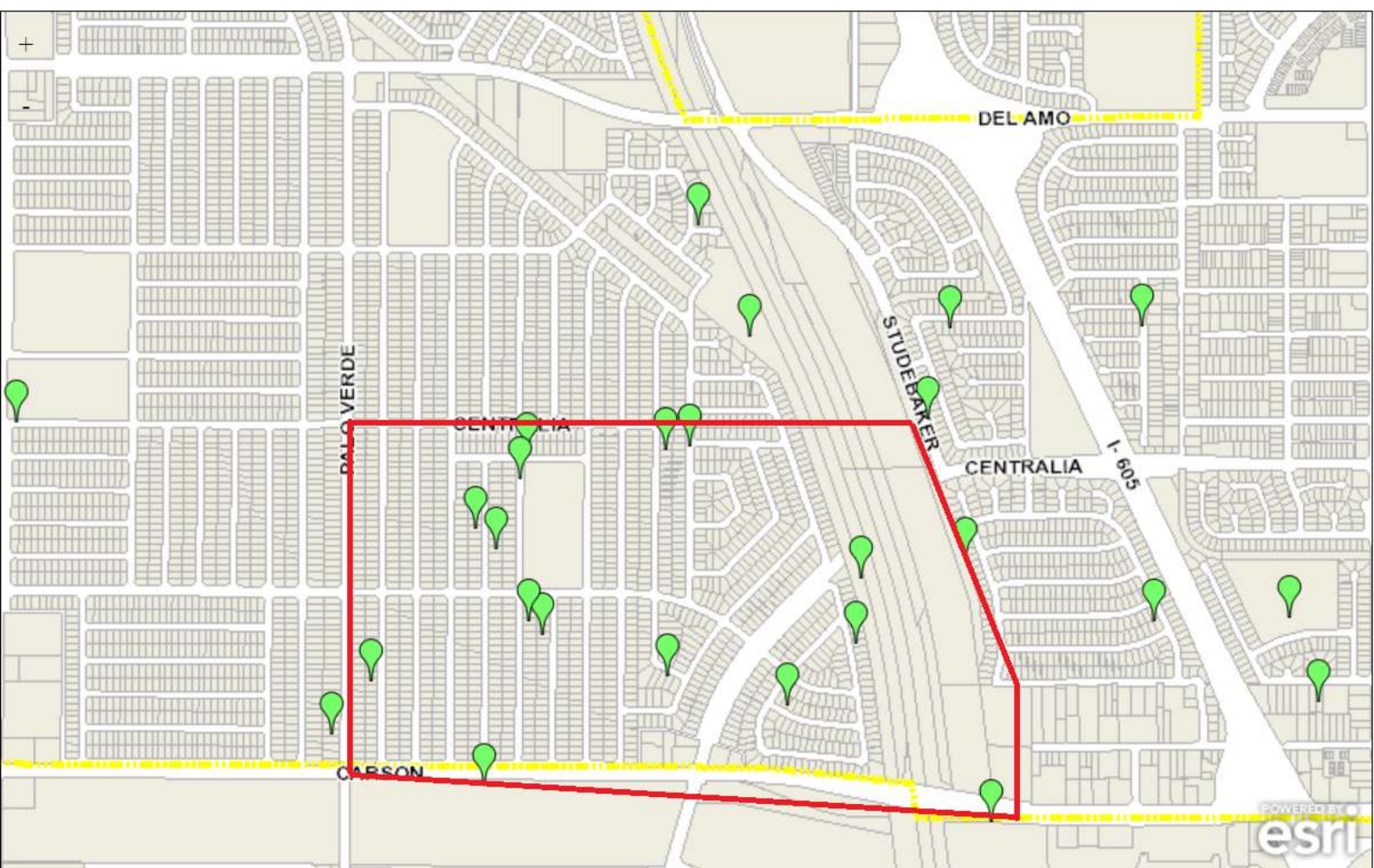


Exhibit 3

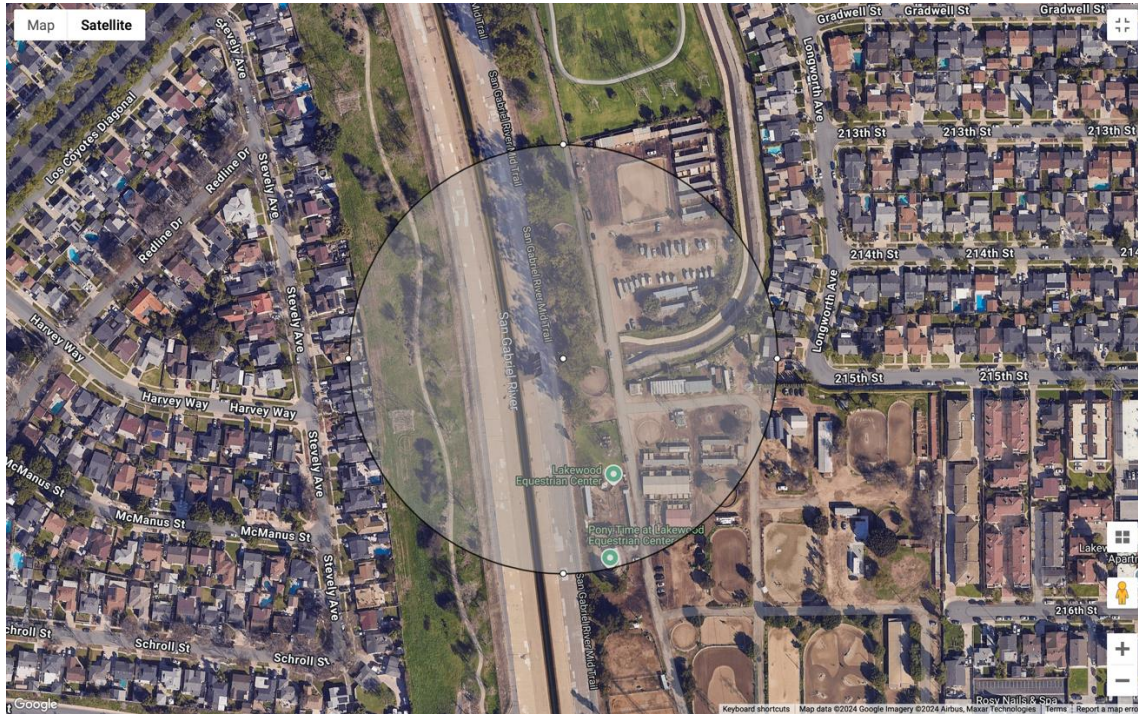
Map 1. Rynerson Park, above Centralia Street to the East with 150-yard (450-foot) radius indicated: the only known area within the service area located more than 150 yards from apparent residences.



Map 2. Rynerson Park, below Centralia Street to the East with 150-yard (450-foot) radius indicated, overlapping with residences.



Map 3. San Gabriel River Mid Trail, above the Lakewood Equestrian Center with 150-yard (450-foot) radius indicated, overlapping with residences.



Map 4. West San Gabriel River Parkway Nature Trail with 150-yard (450-foot) radius indicated, overlapping with residences.

