

**Peter Stavrianoudakis, et al. (Plaintiffs) v. U.S. Dept. of Fish & Wildlife Service, et al.
(Defendants)**

**U.S. District Court, Eastern District of California
Order Granting Motion to Dismiss the Case as Moot**

Case No. 1:18-cv-01505-JLT-FJS (Doc. 153)

April 25, 2026

This is the case AFC has been a part of in our attempt to remove inspection language from falconry regulations. This began in 2018.

The court ordered: Defendant's Motion to Dismiss (Doc. 155) is Granted. The Clerk of Court is directed to close this case.

The court accepted CDFW's argument: "the matter is moot because of recent regulatory changes" to California falconry regulations. These changes included the removal of the "offensive language" (see below) from their regulations. The court agreed with this position and therefore dismissed the case. California's argument for dismissal was "A complaint may be dismissed for failure to state a claim upon which relief can be granted." The court agreed with CDFW even though we argued that the warrantless inspection provision remains in CDFW's falconry regulations regardless of the removal of the offensive signed certification provision. The court ignored this. Perhaps the court saw the signed certification removal as voiding any other inspection provision in the falconry regulations since we would not agree to it. However, this would have to be tested in a case. But I question whether CDFW would want to test this hypothesis. Time will tell.

In their January 2026 request for a Motion to Dismiss, CDFW stated:

"Specifically, the Fish and Game Commission recently amended the regulation at issue to delete the language that the Ninth Circuit Court of Appeals held to confer Plaintiffs with standing to assert unconstitutional-conditions claims. Thus, under the amended regulation, Plaintiffs lack standing to assert any unconstitutional-conditions claims. The Director respectfully requests this Court dismiss this matter as Plaintiffs do not have standing under the amended regulation and this litigation is moot."

Director of California Dept. of Fish & Wildlife's (CDFW) submitted a Motion to Dismiss our case on April 17, 2026. They argued:

"... The Ninth Circuit explained that because CDFW conditions falconry licenses on applicants' annual certifications such that 'when the [Plaintiffs] apply for a license renewal, they must include the certification that they agree to submit to warrantless, unannounced inspections.' The language at issue was found in California Code of Regulations, title 14, section 670, subdivision (e)(2)(D), where it had required the applicant to provide a signed certification attesting, in pertinent part that 'I understand that my facilities, equipment, or raptors are subject to unannounced inspection pursuant to subsection 670(j), Title 14, of the California Code of

Regulations.’ The Ninth Circuit held that ‘by successfully applying for a falconry license, the Falconers certify that they will forego a claim to the Fourth Amendment protections’ and therefore the Falconers (individual plaintiffs Eric Ariyoshi, Scott Timmons, and Peter Stavrianoudakis) faced a forced choice: retention of their Fourth Amendment rights or receipt of a falconry license, and that the Falconers ‘suffer this injury every time they renew their licenses, whether or not they are actually subjected to any unlawful inspections.’ Accordingly, the Ninth Circuit held the Falconers meet the elements for standing to challenge the required certification as an unconstitutional-conditions claim against CDFW.

“... Accordingly, on remand, the only issue that remains before this Court is whether the Falconers and AFC (collectively Plaintiffs) are entitled to any relief for their unconstitutional-conditions claim as a result of the required certification that they agree to unannounced inspections as a condition of receiving a falconry license from CDFW.

“On June 15, 2025, the Fish and Game Commission (Commission) approved CDFW’s proposed changes to the Regulation. Specifically, the Commission approved the following changes to California Code of Regulations, title 14, section 670, subdivision (e)(2)(D), with the deleted language [underlined]:

Signed Certification. Each application shall contain a certification worded as follows: “I certify that I have read and am familiar with both the California and U.S. Fish and Wildlife Service falconry regulation, CFR 50, Sections 21.29 through 21.30, and that the information I am submitting is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to cancellation of the application, suspension or revocation of a license, and/or administrative, civil, or criminal penalties. I understand that my facilities, equipment, or raptors are subject to unannounced inspection pursuant to subsection 670(j), Title 14, of the California Code of Regulations. I certify that I have read, understand, and agree to abide by, all conditions of this license, the applicable provisions of the Fish and Game Code, and the regulations promulgated thereto. I certify that there are no pending or previous legal or administrative proceedings that could disqualify me from obtaining this license.” The application shall be submitted with the applicant's original signature.

“Additionally, the Commission permanently deleted the [underlined] language in the Falconry License Application and Falconry License Renewal Application. The regulatory changes took effect on January 1, 2026. Accordingly, the certification language referenced in the Ninth Circuit’s opinion that confers standing on Plaintiffs is no longer in the amended regulation. The sentence “I understand that my facilities, equipment, or raptors are subject to unannounced inspection pursuant to subsection 670(j), Title 14, of the California Code of Regulations,” has been deleted from the regulation and the applications. Plaintiffs (and any other applicant) no longer face a forced choice: retention of their Fourth Amendment rights or receipt of a falconry license, and Plaintiffs no longer ‘suffer this injury every time they renew their licenses, whether or not they are actually subjected to any unlawful inspections.’”

Given the court's and CDFW's admission that falconers "suffer this injury" when they renew their license, we have made headway in the recognition that falconry regulations are on shaky legal constitutional ground as it relates to unwarranted inspections. So while CDFW has removed the signed certification provision, California falconry regulations still have a provision that falconers are subject to unannounced inspections.

PLF has decided not to appeal believing this case made progress and they do not want to take a chance on undoing it. However, if a falconer is wronged by a state fish & game department based on the warrantless inspection provision, they would consider taking that case.