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 9 Attorneys for Plaintiff
 10 CENTER FOR COMMUNITY ACTION
 11 AND ENVIRONMENTAL JUSTICE

12
 13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15 CENTER FOR COMMUNITY
 16 ACTION AND ENVIRONMENTAL
 17 JUSTICE, a non-profit corporation,

18 Plaintiff,

19 vs.

20 JAMES HARDIE BUILDING
 21 PRODUCTS, INC., a corporation,
 22 DOES 1 through 10,

23 Defendants.

Case No: 5:15-cv-00144-PA-DBTx

**JOINT STATUS REPORT AND
 STIPULATION DISMISSING
 ACTION WITH PREJUDICE**

(Federal Rules Civil Procedure Rule
 41(a)(1)(A)(ii))

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 STIPULATED DISMISSAL WITH PREJUDICE

1 **WHEREAS**, on January 23, 2015, Plaintiff Center for Community Action
2 and Environmental Justice (“Plaintiff”) filed its Complaint against Defendant
3 James Hardie Building Products, Inc. (“Defendant”), entitled *Center for*
4 *Community Action and Enviro. Justice v. James Hardie Building Products, Inc. –*
5 *Case No. CV 15-00144-PA* in which Plaintiff alleged violations of the Clean Water
6 Act;
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9 **WHEREAS**, Plaintiff and Defendant, through their authorized
10 representatives and without either adjudication of Plaintiff’s’ claims or admission
11 by Defendant of any alleged violation or other wrongdoing, have chosen to resolve
12 in full the allegations in the Complaint and entered into a Settlement Agreement
13 and Mutual Release of Claims (“Original Settlement Agreement”) on June 11,
14 2015;
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17 **WHEREAS**, on July 1, 2015, the Court directed the Plaintiff and Defendant
18 to renegotiate the terms of the Original Settlement Agreement and the parties
19 therefore entered into the Amended Settlement Agreement and Mutual Release of
20 Claims (“Amended Settlement Agreement”) on July 15, 2015;
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23 **WHEREAS**, the effectiveness of both the Original Settlement Agreement
24 and the Amended Settlement Agreement depend upon review by the U.S.
25 Department of Justice (“DOJ”) as required by the Clean Water Act, 33 U.S.C.
26 § 1365(c)(3);
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1 **WHEREAS**, the Plaintiff submitted the Original Settlement Agreement to
2 DOJ for review on June 12, 2015 and DOJ identified July 28, 2015 as the deadline
3 for its review;
4

5 **WHEREAS**, on July 15, the parties provided a copy of the Amended
6 Settlement Agreement to DOJ with a request to keep the July 28, 2015 deadline for
7 DOJ review;
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9 **WHEREAS**, on July 28, 2015, the DOJ notified the Honorable Court that it
10 has no objection to the terms of the Amended Settlement Agreement and that the
11 DOJ has waived the need for an additional 45 days to review the amendment to the
12 Original Settlement Agreement;
13

14 **WHEREAS**, the Plaintiff and Defendant have conferred and agree to
15 dismiss this action with prejudice; and
16

17 **WHEREAS**, Defendant has not filed an answer or motion for summary
18 judgment.
19

20 **THEREFORE, THE PARTIES STIPULATE** pursuant to Federal Rules
21 Civil Procedure Rule 41(a)(1)(A)(ii) that the Complaint is hereby dismissed with
22 prejudice pursuant to the terms of the Amended Settlement Agreement.
23

24
25 I, George Kravov, attest that all other signatories listed, and on whose
26 behalf this filing is submitted, concur in the filing's content and have authorized
27 this filing.
28

STIPULATED DISMISSAL WITH PREJUDICE

IT IS SO ORDERED

Dated

July 29, 2015

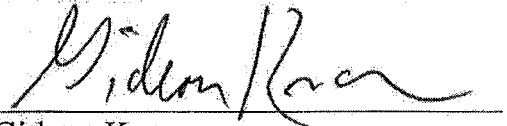

United States District Judge

1 Respectfully submitted,

2 Dated: July 28, 2015

LAW OFFICE OF GIDEON KRACOV

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By: 
Gideon Kracov

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Attorneys for Plaintiff
CENTER FOR COMMUNITY ACTION AND
ENVIRONMENTAL JUSTICE

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Dated: July 28, 2015

K&L GATES LLP

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By: /S/ Per Local Rule 5-4.3.4(a)(2)(i)
John Bjorkman
Marie Quasius
Christina Goodrich

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Attorneys for Defendant
JAMES HARDIE BUILDING PRODUCTS, INC.

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