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18 Attorneys for: Plaintiffs

19 UNITED STATES DISTRICT COURT  
 20 EASTERN DISTRICT OF CALIFORNIA / FRESNO DIVISION

22 ABARCA, RAUL VALENCIA, et al.	)	Case No. 1:07-CV-0388 OWW DLB
23 Plaintiffs,	)	<b>STIPULATION AND ORDER REGARDING DISMISSAL OF FIRST, SECOND, THIRD, FOURTH, FIFTH AND SIXTH CLAIMS</b>
24 v.	)	
25 MERCK & CO., INC., et al.,	)	
26 Defendants.	)	
	)	

1 The parties hereto enter into this stipulation for the purpose of allowing them to focus on issues  
2 that may enhance their ability to settle all remaining claims presented by plaintiffs against the  
3 stipulating defendants. By entering into this stipulation, the parties acknowledge that they are  
4 significantly changing and modifying their discovery effort necessary to prepare for trial and therefore  
5 all agree that this stipulation will be binding and cannot be revoked.

6 All plaintiffs by and through their attorneys, Michael G. Marderosian of Marderosian, Runyon,  
7 Cercone, Lehman & Armo, Michael J. Bidart of Shernoff, Bidart, Darras & Echeverria, Thomas V.  
8 Girardi of Girardi & Keese, and Jack Silver of the Law Offices of Jack Silver (hereinafter referred to  
9 as “plaintiffs”) and defendants County of Merced by and through its attorneys Terry L. Allen of Allen,  
10 Proietti & Fagalde and Jan A. Greben of Greben & Associates (hereinafter referred to as “County”),  
11 City of Merced by and through its attorneys Gene Tanaka of Best, Best & Krieger, LLP (hereinafter  
12 referred to as “City”), Merced Irrigation District and Merced Irrigation District Drainage District No.  
13 1 by and through their attorneys Robert H. Greenfield of Greenfield-Hardy and Jeffrey F. Oneal of  
14 LaMore, Brazier, Riddle & Giampaoli (hereinafter referred to as “MID and MIDD No. 1”), Franklin  
15 County Water District by and through its attorneys Joseph Salazar, Jr. of Lewis, Brisbois, Bisgaard  
16 & Smith (hereinafter referred to as “FCWD”) and Meadowbrook Water Company by and through its  
17 attorneys Gary Drummond of Stevens, Drummond & Gifford (hereinafter referred to as “MWC”)   
18 collectively referred to as “stipulating defendants” HEREBY STIPULATE:

19 1. That plaintiffs’ First, Second, Third, Fourth, Fifth and Sixth claims set forth in their  
20 Fifth Amended Complaint on file herein are dismissed with prejudice with each side bearing their own  
21 attorney’s fees and costs including expert fees that pertain to the claims to be dismissed;

22 2. The parties enter into this stipulation to allow them to focus their attention on resolving  
23 the remaining claims in this case;

24 3. The stipulating defendants will withdraw the following motions related to the claims  
25 to be dismissed currently pending before the court: City of Merced’s Motion to Dismiss CWA and  
26 RCRA Claims; County of Merced’s Motion to Dismiss CWA and RCRA Claims; MID and MIDD  
27 No. 1’s Motion to Dismiss CWA and RCRA Claims; and FCWD’s Motion to Dismiss CWA and

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1 RCRA Claims; and the Motion to Compel Answers to Interrogatories, Set One, filed by the MID and  
2 all joinders filed by the stipulating defendants;

3 4. The parties acknowledge that the remaining claims against these stipulating defendants  
4 are so related to the remaining federal claims against non-stipulating defendants, that the remaining  
5 claims form part of the same case or controversy under Article III of the United States Constitution  
6 and 29 U.S.C. § 1367(a). Therefore, the parties herein agree they will not contest this court's  
7 continued jurisdiction as to the remaining claims;

8 5. This stipulation shall be filed with the Court within five (5) days after execution by all  
9 parties hereto; and

10 6. This stipulation represents the entire, final agreement between the parties relating to  
11 the subject matters of the stipulation and this stipulation may only be amended by a writing executed  
12 by all parties. This stipulation may not be contradicted by evidence of prior, contemporaneous, or  
13 subsequent oral agreements of the parties; there are no unwritten oral agreements between the parties.

14 Dated: April 14, 2009

MARDEROSIAN, RUNYON, CERONE  
LEHMAN & ARMO

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16  
17 By: /s/ Michael G. Marderosian  
MICHAEL G. MARDEROSIAN,  
Attorney for Plaintiffs above named

18 Dated: April 14, 2009

SHERNOFF, BIDART,  
DARRAS & ECHEVERRIA

19  
20  
21 By: /s/ Michael J. Bidart  
MICHAEL J. BIDART,  
Attorneys for Plaintiffs above named

22  
23  
24 Dated: April 14, 2009

GIRARDI & KEESE

25  
26 By: /s/ Thomas V. Girardi  
THOMAS V. GIRARDI  
Attorneys for Plaintiffs above named

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Dated: April 14, 2009

LAW OFFICE OF JACK SILVER

By: /s/ Jack Silver  
JACK SILVER,  
Attorneys for Plaintiffs above named

Dated: April 14, 2009

LEWIS, BRISBOIS, BISGAARD & SMITH

By: /s/ Joseph A. Salazar, Jr.  
JOSEPH A. SALAZAR, JR.  
Attorneys for Defendant, FRANKLIN  
COUNTY WATER DISTRICT

Dated: April 14, 2009

GREENFIELD-HARDY

By: /s/ Robert H. Greenfield  
ROBERT H. GREENFIELD  
Attorneys for Defendant, MERCED  
IRRIGATION DISTRICT

Dated: April 14, 2009

LaMORE, BRAZIER, RIDDLE  
& GIAMPAOLI

By: /s/ Jeffrey F. O'Neal  
JEFFREY F. O'NEAL  
Attorneys for Defendant, MERCED  
IRRIGATION DISTRICT

Dated: April 14, 2009

ALLEN, PROIETTI & FAGALDE

By: /s/ Terry L. Allen  
TERRY L. ALLEN  
Attorneys for Defendant, COUNTY OF  
MERCED

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Dated: April 14, 2009

GREBEN & ASSOCIATES

By: /s/ Jan Adam Greben  
JAN ADAM GREBEN  
Attorneys for Defendant, COUNTY OF  
MERCED

Dated: April 14, 2009

BEST, BEST & KRIEGER

By: /s/ Gene Tanaka  
GENE TANAKA  
Attorneys for Defendant, CITY OF  
MERCED

Dated: April 14, 2009

STEVENS. DRUMMOND & GIFFORD

By: /s/ Gary Drumond  
GARY DRUMMOND  
Attorneys for MEADOWBROOK  
WATER COMPANY OF MERCED,  
INC.

**ORDER**

IT IS SO ORDERED.

Dated: April 14, 2009

/s/ Oliver W. Wanger  
UNITED STATES DISTRICT JUDGE