

1 **WHEREAS**, the California Sportfishing Protection Alliance (CSPA) served its amended
2 complaint in the above-captioned case on October 29, 2008;

3 **WHEREAS**, the initial deadline for the City of Stockton (the “City”) to respond to
4 CSPA’s Amended Complaint was November 19, 2008;

5 **WHEREAS**, the City and CSPA entered into a stipulation for a thirty (30) day extension
6 pursuant to Local Rule 6-144(a) to and including December 19, 2008, for the City to answer
7 CSPA’s Amended Complaint;

8 **WHEREAS**, the City and CSPA entered into a stipulation for a further twenty one (21)
9 day extension for the City to answer CSPA’s Amended Complaint;

10 **WHEREAS**, the Court has continued this matter until March 9, 2009;

11 **WHEREAS**, the City has agreed to work cooperatively with CSPA to settle this matter.
12 To that end, the City agrees to the following conditions in exchange for an extension of time to
13 answer:

- 14 1. The City and its technical staff (e.g., wastewater collection system and treatment
15 plant engineers) will attend a settlement meeting (“Engineers Meeting”) with
16 CSPA and its technical consultants on or before January 16, 2009;
- 17 2. The City will provide CSPA with all documents requested by CSPA and its
18 technical consultants, including any documents requested during the Engineers
19 Meeting, within ten (10) calendar days of the request;
- 20 3. A further settlement meeting will be conducted no later than the week of February
21 2-6, 2009;
- 22 4. CSPA will provide the City with a draft consent decree within fourteen (14) days
23 of the further settlement meeting;
- 24 5. A second further settlement meeting will be conducted in person within ten (10)
25 days of CSPA’s delivery of the proposed consent decree to the City; and
- 26 6. A final consent decree will be agreed upon, or the City shall answer CSPA’s
27 Amended Complaint on or before March 6, 2009.

1 **WHEREAS**, the parties anticipate that provided the above schedule is met this matter will
2 be resolved by a settlement and/or consent decree on or before March 9, 2009;

3 **WHEREAS**, in the interests of efficiency and judicial economy, the parties wish to
4 preserve costs incurred in this matter;

5 **THEREFORE, IT IS HEREBY STIPULATED** by and between CSPA and the City,
6 through their respective counsel of record, that the City shall have a further extension to and
7 including March 6, 2009, within which to answer CSPA's Amended Complaint.

8 **IT IS HEREBY FURTHER STIPULATED** by and between CSPA and the City,
9 through their respective counsel of record, that this extension to answer may be revoked upon
10 written notice by either party in the event the conditions described above are not being met. If
11 written notice is provided, the City shall have fourteen (14) days within which to answer CSPA's
12 Amended Complaint.

13 Respectfully submitted,

14 SOMACH SIMMONS & DUNN
15 A Professional Corporation

16 Dated: January 9, 2009

17 By: /s/ Kanwarjit S. Dua
18 Kanwarjit S. Dua, Attorneys for Defendant
19 CITY OF STOCKTON

20 LAWYERS FOR CLEAN WATER, INC.

21 Dated: January 9, 2009

22 By: /s/ Daniel Cooper (As Authorized on 1/9/09)
23 Daniel Cooper, Attorneys for Plaintiff
24 CALIFORNIA SPORTFISHING
25 PROTECTION ALLIANCE

ORDER

IT IS HEREBY ORDERED:

Dated: January 12, 2009.

LAWRENCE K. KARLTON
SENIOR JUDGE
UNITED STATES DISTRICT COURT

SOMACH SIMMONS & DUNN
A Professional Corporation

CERTIFICATE OF SERVICE

2 I hereby certify that a true and correct copy of the foregoing will be e-filed on January 9, 2009,
3 and will be automatically served upon counsel of record, all of whom appear to be subscribed to
4 receive notice from the ECF system.

/s/ Kanwarjit S. Dua
Kanwarjit S. Dua