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BLT ENTERPRISES OF SACRAMENTO, INC.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

CALIFORNIA SPORTFISHING  
PROTECTION ALLIANCE, a non-profit  
corporation,

Plaintiff,

vs.

BLT ENTERPRISES OF  
SACRAMENTO, INC., a corporation.

Defendant.

Case No. 2:09-cv-00754-GEB-KJM

**STIPULATION TO DISMISS  
PLAINTIFF'S CLAIMS; ORDER  
GRANTING DISMISSAL  
[FRCP 41(a)(2)]**

WHEREAS, on January 13, 2009, Plaintiff California Sportfishing Protection Alliance (“CSPA”) provided Defendant BLT Enterprises of Sacramento, Inc. (“BLT Enterprises”) with a Notice of Violations and Intent to File Suit (“Notice”) under Clean Water Act § 505, 33 U.S.C. § 1365.

WHEREAS, on March 18, 2009, CSPA filed its Complaint against BLT Enterprises in this Court, *California Sportfishing Protection Alliance v. BLT Enterprises of Sacramento, Inc.*, Case No. 2:09-cv-00754-GEB-KJM. Said Complaint incorporates by reference all of the allegations contained in CSPA’s Notice.

WHEREAS, CSPA and BLT Enterprises, through their authorized representatives and without either adjudication of CSPA’s claims or admission by BLT Enterprises of any alleged violation or other wrongdoing, have chosen to resolve in full by way of settlement the allegations of CSPA as set forth in the Notice and Complaint, thereby avoiding the costs and uncertainties of further litigation. A copy of the Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”), without the attached exhibits, entered into by and between CSPA and BLT Enterprises is attached hereto as Exhibit 1 and incorporated by reference.

WHEREAS, the parties submitted the Settlement Agreement via certified mail, return receipt requested, to the U.S. EPA and the U.S. Department of Justice and the 45-day review period set forth at 40 C.F.R. § 135.5 has completed and the federal agencies have submitted correspondence to the Court indicating that they have no objection to the terms of the Settlement Agreement.

NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the parties that CSPA’s claims, as set forth in the Notice and Complaint, be dismissed. The parties respectfully request an order from this Court dismissing such claims. In accordance with paragraph 2 of the Settlement Agreement, the parties also request that this Court maintain jurisdiction over the parties through December 14, 2012, for the sole purpose of resolving any disputes between the

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parties with respect to enforcement of any provision of the Settlement Agreement.

Dated: September 8, 2009

Respectfully submitted,

LOZEAU DRURY LLP

By: /s/ Douglas J. Chermak  
Douglas J. Chermak  
Attorney for Plaintiff California Sportfishing  
Protection Alliance

FITZGERALD ABBOTT & BEARDSLEY LLP

By: Michael V. Brady (as authorized on 9/8/09)  
Michael V. Brady  
Attorney for Defendant  
BLT ENTERPRISES OF SACRAMENTO, INC.

**ORDER**

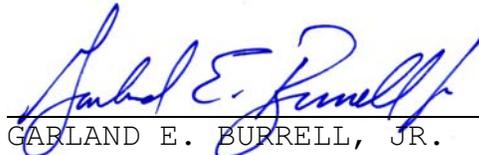
Good cause appearing, and the parties having stipulated and agreed,

IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance's claims against Defendant BLT Enterprises of Sacramento, Inc., as set forth in the Notice and Complaint filed in Case No. 2:09-cv-00754-GEB-KJM, are hereby dismissed.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over the parties through December 14, 2012 for the sole purpose of enforcing compliance by the parties of the terms of the Settlement Agreement, attached to the parties' Stipulation to Dismiss as Exhibit 1.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

September 9, 2009

  
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GARLAND E. BURRELL, JR.  
United States District Judge