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29 SYAR INDUSTRIES, INC.

30 UNITED STATES DISTRICT COURT
31 EASTERN DISTRICT OF CALIFORNIA

32 CALIFORNIA SPORTFISHING PROTECTION
33 ALLIANCE, a non-profit corporation;
34 NORTHERN CALIFORNIA RIVER WATCH, a
35 non-profit corporation,

36 Plaintiffs,

37 v.

38 SYAR INDUSTRIES, INC., a corporation,

39 Defendant.

40 Case No. 2:09-CV-02745-GEB-EFB

41 **STIPULATION TO DISMISS**
42 **PLAINTIFFS' CLAIMS;**
43 **[PROPOSED] ORDER GRANTING**
44 **DISMISSAL**
45 **[FRCP 41(a)(2)]**

1 WHEREAS, on May 1, 2009, Plaintiffs California Sportfishing Protection Alliance and
2 Northern California River Watch (collectively “CSPA”) provided Defendant Syar Industries, Inc.
3 (“Syar”) with a Notice of Violations and Intent to File Suit (“Notice”) under Clean Water Act §
4 505, 33 U.S.C. § 1365.

5 WHEREAS, on October 1, 2009, CSPA filed its Complaint against Syar in this
6 Court, *California Sportfishing Protection Alliance v. Syar Industries, Inc.*, Case No. 2:09-cv-
7 02745-GEB-EFB. Said Complaint incorporates by reference all of the allegations contained in
8 CSPA’s Notice.

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

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

21 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and
22 between the parties that CSPA’s claims, as set forth in the Notice and Complaint, be dismissed.
23 The parties respectfully request an order from this Court dismissing such claims. In accordance
24 with Paragraph 2 of the Settlement Agreement, the parties also request that this Court maintain
25 jurisdiction over the parties through December 1, 2012, for the sole purpose of resolving any ///

26 ///

27 ///

1 disputes between the parties with respect to enforcement of any provision of the Settlement
2 Agreement.

3
4 Dated: April 21, 2010

MICHAEL R. LOZEAU
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DOUGLAS J. CHERMAK
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7 LAW OFFICES OF ANDREW L. PACKARD

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9 By: Douglas J. Chermak
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11 CALIFORNIA SPORTFISHING
12 PROTECTION ALLIANCE AND
13 NORTHERN CALIFORNIA RIVER
WATCH

14 Dated: April 21, 2010

CHRISTOPHER J. CARR
SHAYE DIVELEY
MORRISON & FOERSTER LLP

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17 By: Christopher J. Carr
18 Christopher J. Carr
19 (signature authorized on 4/21/10)
20 Attorneys for Defendant
21 SYAR INDUSTRIES, INC.

1 **ORDER**

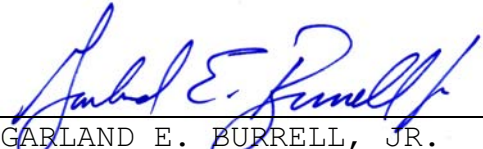
2 Good cause appearing, and the parties having stipulated and agreed,

3 IT IS HEREBY ORDERED that Plaintiffs California Sportfishing Protection Alliance and
4 Northern California River Watch's claims against Defendant Syar Industries, Inc., as set forth in
5 the Notice and Complaint filed in Case No. 2:09-cv-02745-GEB-EFB, are hereby dismissed.

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

9
10 PURSUANT TO STIPULATION, IT IS SO ORDERED.

11 Dated: May 5, 2010

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13 _____
GARLAND E. BURRELL, JR.
United States District Judge