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6 Attorneys for Plaintiff
 CALIFORNIA SPORTFISHING
 PROTECTION ALLIANCE
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8 **UNITED STATES DISTRICT COURT**
 9 **EASTERN DISTRICT OF CALIFORNIA**

10 CALIFORNIA SPORTFISHING
 PROTECTION ALLIANCE,
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 Plaintiff,
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 vs.
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 14 CHICO SCRAP METAL, INC. a California
 corporation, GEORGE SCOTT, SR., an
 15 individual, and GEORGE SCOTT,
 SR.REVOCABLE INTER VIVOS TRUST,
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 Defendants.
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Case No. 2:10-cv-01207-TLN

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

18 Plaintiff California Sportfishing Protection Alliance (“CSPA”) and Defendants Chico Scrap
 19 Metal, Inc., George Scott, Sr., as an individual, and the George Scott, Sr. Revocable Inter Vivos
 20 Trust in the above-captioned action, stipulate as follows:

21 WHEREAS, CSPA and Defendants, through their authorized representatives have settled the
 22 case and a copy of the Settlement Agreement (“Settlement Agreement”) entered into by and between
 23 CSPA and Defendants is attached hereto as **Exhibit A**;

24 WHEREAS, CSPA has submitted the Settlement Agreement via certified mail, return receipt
 25 requested, to the U.S. Department of Justice (“DOJ”)and the DOJ has now filed their “Non-
 26 Opposition to Consent Judgment,” or the 45-day review period has expired without comment by the
 27 DOJ.

28 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the

1 Parties that CSPA's claims, as set forth in its CWA 60-Day Notice Letters and Complaint, be
2 dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). The Parties
3 respectfully request an order from this Court dismissing such claims with prejudice.

4 The Parties further request that this Court retain jurisdiction over the Parties and in
5 accordance with the terms of the Settlement Agreement, including paragraphs 10 and 16.

7 Dated: _____, 2018

Respectfully submitted,

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9 LAW OFFICES OF ANDREW L. PACKARD

By: /s/ Andrew L. Packard

10 Andrew L. Packard

Attorneys for Plaintiff

11 Dated: _____, 2018

CANNATA O'TOOLE FICKES ALMAZAN

By: /s/ Therese Y. Cannata

12 Therese Y. Cannata

13 Attorneys for Defendants

14 **ATTESTATION FOR E-FILING**

15 I hereby attest pursuant to Civil L.R. 5-1(i)(3) that I have obtained concurrence in the filing of
16 this document from the other Signatory prior to filing.

17 Dated: _____, 2018

By: /s/ Andrew L. Packard

1 **ORDER**

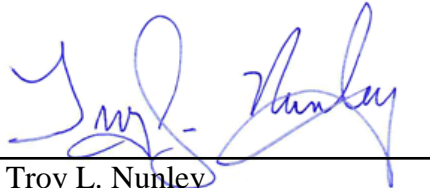
2 Good cause appearing, and the Parties having stipulated and agreed,

3 IT IS HEREBY ORDERED that Plaintiff CALIFORNIA SPORTFISHING PROTECTION
4 ALLIANCE (“CSPA”) claims against Defendants CHICO SCRAP METAL, INC., GEORGE
5 SCOTT, SR., and the GEORGE SCOTT, SR. REVOCABLE INTER VIVOS TRUST, as set forth in
6 CSPA’s CWA 60-Day Notice Letters and Third Amended Complaint, are hereby dismissed with
7 prejudice, each side to bear their own attorney fees and costs, except as provided for by the terms of
8 the accompanying Settlement Agreement.

9 IT IS FURTHER ORDERED that the Court shall retain and have jurisdiction over the Parties
10 with respect to any disputes arising under the Settlement Agreement and in accordance with the
11 terms of the Settlement Agreement, including paragraphs 10 and 16.

12 IT IS SO ORDERED.

13 Dated: April 16, 2018

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16 Troy L. Nunley
17 United States District Judge
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