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17 Attorneys for Plaintiff  
 18 CALIFORNIA SPORTFISHING  
 19 PROTECTION ALLIANCE

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

22 CALIFORNIA SPORTFISHING  
 23 PROTECTION ALLIANCE, a non-profit  
 24 corporation,

25 Plaintiff,

26 vs.

27 UNITED RENTALS NORTHWEST, INC., a  
 28 Delaware corporation, and DENNIS BUSBY,  
 an individual

Defendants.

Case No. 2:10-CV-03163-FCD-EFB

**STIPULATION FOR DISMISSAL WITH  
 PREJUDICE; ORDER GRANTING  
 DISMISSAL WITH PREJUDICE [FRCP  
 41(a)]**

(Federal Water Pollution Control Act,  
 33 U.S.C. §§ 1251 to 1387)

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**STIPULATION**

Plaintiff California Sportfishing Protection Alliance (“Plaintiff or “CSPA”), and Defendants United Rentals Northwest, Inc. (“United Rentals”) and Dennis Busby (“Busby”), (collectively, “Defendants,” and together with Plaintiff, the “Parties”), stipulate as follows:

WHEREAS, on or about September 22, 2010, CSPA provided Defendants with a Notice of Violations and Intent to File Suit (“60-Day Notice Letter”) under Section 505 of the Federal Water Pollution Control Act (“Act” or “Clean Water Act”), 33 U.S.C. § 1365;

WHEREAS, on November 22, 2010, CSPA filed a Complaint against Defendants in this Court, entitled *California Sportfishing Protection Alliance v. United Rentals, Inc., et al.*, USDC, E.D. Cal., Case No. 2:10–CV–03163–FCD–EFB (the “Action”), which Complaint incorporated by reference the allegations contained in CSPA’s 60-Day Notice Letter;

WHEREAS, Defendants deny the occurrence of the violations alleged in the 60-Day Notice Letter and the Complaint, and maintain that they have complied at all times with the provisions of the General Permit, the Clean Water Act, and California Health & Safety Code sections 25249.5 *et seq.*;

WHEREAS, Defendants have ceased the industrial activities that subjected the Facility referenced in the 60-Day Notice Letter and Complaint to regulation under the General Permit; and

WHEREAS, on February 28, 2011, the Regional Water Quality Control Board, Central Valley Region, approved Defendants’ application for Notice of Termination of Coverage under the National Pollutant Discharge Elimination System (“NPDES”), General Permit No. CAS000001;

NOW, THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the Parties, through their counsel of record, that:

1. CSPA’s claims as set forth in the 60-Day Notice Letter and the Complaint shall be dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a);

1           2.       Defendants, on their own behalf, release CSPA (and its officers, directors,  
2 employees, members, parents, subsidiaries, and affiliates, and each of their successors and  
3 assigns, and its agents, attorneys, and other representative) from, and waive all claims which  
4 arise from or relate to the 60-Day Notice Letter, the Complaint and the Action, including all  
5 claims for fees (including fees of attorneys, experts, and others), costs, expenses or any other  
6 sum incurred or claimed or which could have been claimed for matters associated with or related  
7 to the 60-Day Notice Letter, the Complaint and the Action;

8           3.       Plaintiff, on its own behalf, releases Defendants (and their officers, directors,  
9 employees, members, parents, subsidiaries, and affiliates, and each of their successors and  
10 assigns, and their agents, attorneys, and other representative) from, and waives all claims which  
11 arise from or relate to the 60-Day Notice Letter, the Complaint and the Action, including all  
12 claims for fees (including fees of attorneys, experts, and others), costs, expenses or any other  
13 sum incurred or claimed or which could have been claimed for matters associated with or related  
14 to the Action, excepting those fees expressly stipulated to in the following Paragraph 4;

15           4.       Defendants shall reimburse CSPA in the amount of two thousand five hundred  
16 dollars (\$2,500) to defray CSPA's reasonable investigative, expert, consultant and attorneys' fees  
17 and costs, incurred in investigating its potential claims and in bringing this Action. Such  
18 payment shall be made to CSPA's undersigned attorney (Jackson & Tuerck) within ten (10) days  
19 after the Court's entry of dismissal; and

1           5.       CSPA shall remove all mention of the 60-Day Notice Letter, the Complaint, the  
2 Action and Defendants from CSPA's internet website within ten (10) days after the Court's entry  
3 of dismissal.  
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5 DATED: March \_\_, 2011

JACKSON & TUERCK

6 By \_\_\_\_\_ /s/ \_\_\_\_\_  
7                           Robert J. Tuerck  
8                           Attorney for Plaintiff  
                                  CALIFORNIA SPORTFISHING  
                                  PROTECTION ALLIANCE

9 DATED: March \_\_, 2011

BARTKO ZANKEL TARRANT MILLER,  
a Professional Corporation

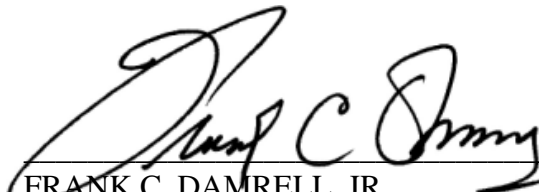
10 By \_\_\_\_\_ /s/ \_\_\_\_\_  
11                           Howard L. Pearlman  
12                           Attorney for Defendants  
                                  UNITED RENTALS NORTHWEST, INC.  
13                           and DENNIS BUSBY

14   **ORDER**

15  
16           The Court, having reviewed the foregoing Stipulation of the Parties and for good cause  
17 appearing,

18           IT IS HEREBY ORDERED that Case No. 2:10-CV-03163-FCD-EFB shall hereby be  
19 dismissed with prejudice.

20 Dated: March 8, 2011

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FRANK C. DAMRELL, JR.  
23 UNITED STATES DISTRICT JUDGE  
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