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10 Attorneys for Plaintiff CALIFORNIA
 11 SPORTFISHING PROTECTION ALLIANCE

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

14 CALIFORNIA SPORTFISHING
 15 PROTECTION ALLIANCE, a non profit
 16 corporation,

17 Plaintiff,

18 vs.

19 UNITED RENTALS, INC., a Delaware
 20 corporation; UNITED RENTALS
 21 NORTHWEST, INC., an Oregon corporation;
 22 UNITED RENTALS (NORTH AMERICA),
 23 INC., a Delaware corporation; GREG
 24 AGUILERA, an individual; MICHAEL
 25 GREGORY, an individual; SEAN
 26 SPAINHOUR, an individual; STEVE
 27 MCFARLAND, an individual; DON
 28 HOLLIDAY, an individual; JAMES
 GARCIA, an individual; TERRY WHITE, an
 individual; and GRANT ZOLDOWSKI, an
 individual,

Defendants.

Case No. 2:12-CV-00922-JAM-EFB

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

TO THE COURT:

Plaintiff California Sportfishing Protection Alliance ("PLAINTIFF" or "CSPA"), and
 Defendants United Rentals, Inc. ("URI"), United Rentals Northwest, Inc. ("URNW") and United
 Rentals (North America), Inc. (collectively, "DEFENDANTS"), Parties in the above-referenced
 matter, stipulate as follows:

STIPULATION TO DISMISS WITH PREJUDICE;
 [PROPOSED] ORDER

CASE NO. 2:12-CV-00922-JAM-EFB

1 **WHEREAS**, on or about February 8, 2012, CSPA provided DEFENDANTS with a
2 Notice of Violations and Intent to File Suit (“60-Day Notice Letter”) under Section 505 of the
3 Federal Water Pollution Control Act (“Act” or “Clean Water Act”), 33 U.S.C. § 1365;

4 **WHEREAS**, on April 9, 2012, CSPA filed its Complaint against DEFENDANTS in this
5 Court, *California Sportfishing Protection Alliance v. United Rentals, Inc., et al.* (USDC, E.D.
6 Cal., Case No. 2:12-CV-00922-JAM-EFB) and said Complaint incorporated by reference all of
7 the allegations contained in CSPA’s 60-Day Notice Letter;

8 **WHEREAS**, CSPA and DEFENDANTS, through their authorized representatives and
9 without either adjudication of CSPA’s claims or admission by DEFENDANTS of any alleged
10 violation or other wrongdoing, have chosen to resolve in full by way of settlement the allegations
11 of CSPA as set forth in CSPA’s 60-Day Notice Letter and Complaint, thereby avoiding the costs
12 and uncertainties of further litigation. A copy of the Parties’ proposed settlement agreement
13 (“Consent Agreement”) entered into by and between CSPA and DEFENDANTS is attached
14 hereto as Exhibit A and incorporated by reference.

15 **WHEREAS**, CSPA submitted the Consent Agreement via certified mail, return receipt
16 requested, to the U.S. EPA and the U.S. Department of Justice (“the agencies”) and the 45-day
17 review period set forth at 40 C.F.R. § 135.5 has been completed without objection by the
18 agencies.

19 **NOW THEREFORE, IT IS HEREBY STIPULATED** and agreed to by and between
20 the Parties that CSPA’s claims, as set forth in its 60-Day Notice Letter and Complaint, be
21 dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). The Parties
22 respectfully request an order from this Court dismissing such claims with prejudice. In
23 accordance with Paragraph 8 of the Consent Agreement, the Parties also request that this Court
24 retain and have jurisdiction over the Parties through January 17, 2016, for the sole purpose of
25 resolving any disputes between the parties with respect to enforcement of any provision of the
26 Consent Agreement.

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Dated: January 22, 2013

LAW OFFICES OF ANDREW L. PACKARD

By: /s/ Emily J. Brand
Emily J. Brand
Attorneys for Plaintiff
CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

Dated: January 22, 2013

DOWNEY BRAND LLP

By: /s/ Gregory Broderick
Gregory Broderick
Attorneys for Defendants
UNITED RENTALS, INC., *et al.*

1 **ORDER**

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

3 IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance’s
4 claims against Defendants United Rentals, Inc. (“URI”), United Rentals Northwest, Inc.
5 (“URNW”) and United Rentals (North America), Inc. as set forth in CSPA’s 60-Day Notice
6 Letter and Complaint filed in Case No. 2:12-CV-00922-JAM-EFB, are hereby dismissed with
7 prejudice, each side to bear their own attorney fees and costs, except as provided for by the terms
8 of the accompanying Consent Agreement.

9 IT IS FURTHER ORDERED that the Court shall retain and have jurisdiction over the
10 Parties with respect to disputes arising under the Consent Agreement attached to the Parties’
11 Stipulation to Dismiss as Exhibit A.

12 IT IS SO ORDERED.

13 UNITED STATES DISTRICT COURT FOR THE
14 EASTERN DISTRICT OF CALIFORNIA

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16
17 Dated: 1/23/2013

17 /s/ John A. Mendez
18 United States District Court Judge