

1 MICHAEL R. LOZEAU (State Bar No. 142893)
 2 DOUGLAS J. CHERMAK (State Bar No. 233382)
 3 Lozeau Drury LLP
 4 410 12th Street, Suite 250
 5 Oakland, CA 94607
 6 Tel: (510) 836-4200
 7 Fax: (510) 836-4203 (fax)
 8 E-mail: michael@lozeaudrury.com
 9 doug@lozeaudrury.com

10 Attorneys for Plaintiff
 11 CALIFORNIA 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 THE SCOTTS COMPANY LLC, a
 20 corporation.

21 Defendant.

Case No. 2:12-cv-00973-GEB-DAD

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

22 WHEREAS, on December 22, 2011, Plaintiff California Sportfishing Protection Alliance
 23 ("CSPA") provided Defendant The Scotts Company LLC ("TSC") with a Notice of Violations and
 24 Intent to File Suit ("Notice") under Clean Water Act § 505, 33 U.S.C. § 1365.

25 WHEREAS, on April 12, 2012, CSPA filed its Complaint against TSC in this Court,
 26 *California Sportfishing Protection Alliance v. The Scotts Company LLC*, Case No. 2:12-cv-00973-
 27 GEB-DAD. Said Complaint incorporates by reference all of the allegations contained in CSPA's
 28 Notice.

WHEREAS, CSPA and TSC, through their authorized representatives and without either
 adjudication of CSPA's claims or admission by TSC 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

1 Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”), without the
2 attached exhibits, entered into by and between CSPA and TSC is attached hereto as Exhibit 1 and
3 incorporated by reference.

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

8 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the
9 parties that CSPA’s claims, as set forth in the Notice and Complaint, be dismissed with prejudice.
10 The parties respectfully request an order from this Court dismissing such claims. In accordance with
11 paragraph 2 of the Settlement Agreement, the parties also request that this Court maintain
12 jurisdiction over the parties through December 8, 2015, for the sole purpose of resolving any
13 disputes between the parties with respect to enforcement of any provision of the Settlement
14 Agreement.

15

16 Dated: March 12, 2013

Respectfully submitted,

17

LOZEAU DRURY LLP

18

19

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

20

21

22

HUNTON & WILLIAMS LLP

23

24

By: /s/ Belynda Reck (as authorized on 3/12/13)
Belynda Reck
Attorney for Defendant The Scotts Company LLC

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

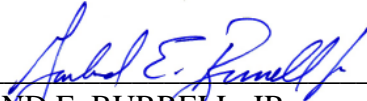
Good cause appearing, and the parties having stipulated and agreed,

IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance's claims against Defendant The Scotts Company LLC, as set forth in the Notice and Complaint filed in Case No. 2:12-cv-00973-GEB-DAD, are hereby dismissed with prejudice.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over the parties through December 8, 2015, 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.

Date: 3/14/2013



GARLAND E. BURRELL, JR.
Senior United States District Judge