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11 CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

12 UNITED STATES DISTRICT COURT

13 FOR THE EASTERN DISTRICT OF CALIFORNIA

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

17 Plaintiff,

18 v.

19 THE SCOTTS COMPANY LLC, a
20 corporation,

21 Defendant.

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

STIPULATION AND [PROPOSED] ORDER
TO EXTEND TERMINATION DATE OF
SETTLEMENT AGREEMENT

22 Plaintiff California Sportfishing Protection Alliance (“CSPA”) and Defendant The Scotts
23 Company LLC (“Defendant”) (collectively, the “Parties”) stipulate as follows:

24 **WHEREAS**, on or about January 4, 2013, CSPA and Defendant entered into a “Settlement
25 Agreement and Mutual Release of Claims” (hereinafter, “Settlement Agreement”) resolving all
26 issues in this litigation arising under Section 505 of the Federal Water Pollution Control Act (“Act”
27 or “Clean Water Act”), 33 U.S.C. § 1365; and

28 **WHEREAS**, on March 14, 2013, based on the Settlement Agreement and following receipt
of notice from the Department of Justice that it had no objection to the Settlement Agreement, the
Court entered its Order Granting Dismissal of this action; and

1 **WHEREAS**, the Court's order provides that it shall retain jurisdiction Order of Dismissal
2 stated that the Court shall retain jurisdiction over the Parties through December 8, 2015 for the sole
3 purpose of resolving any disputes between the Parties with respect to the enforcement of any
4 provisions of the Settlement Agreement attached to the Parties' Stipulation to Dismiss as Exhibit A;
5 and;

6 **WHEREAS**, the Settlement Agreement provides that it terminates on December 18, 2015;

7 **WHEREAS**, due to circumstances beyond its control, Defendant is unable to meet certain
8 of the deadlines set forth in the Settlement Agreement. The Parties expect to resolve these issues
9 through an agreement to amend the Settlement Agreement;

10 **NOW THEREFORE, IT IS HEREBY STIPULATED** and agreed to by and between the
11 Parties that:

12 1. Parties shall continue to negotiate in good faith an amendment to the Settlement
13 Agreement that will resolve the issues that have arisen between the Parties. The Parties expect to
14 reach agreement on the amended Settlement Agreement within the next sixty (60) days, and will
15 advise the Court when the amendment has been negotiated and will file such amendment with the
16 Court; and

17 2. Pending the filing of an amended Settlement Agreement with the Court, the Parties
18 agree to extend the termination date of the Settlement Agreement from December 18, 2015 through
19 and including April 1, 2016; and

20 3. The Parties request that the Court retain jurisdiction over this matter through and
21 including April 1, 2016.
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Dated: December 17, 2015

LOZEAU DRURY LLP

By: /s/ Douglas J. Chermak

Douglas J. Chermak
Attorneys for Plaintiff
CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

Dated: December 17, 2015

SQUIRE PATTON BOGGS (US) LLP

By: /s/ Chris Amantea (as approved on 12/18/15)

Chris Amantea
Attorneys for Defendant
THE SCOTTS COMPANY, LLC

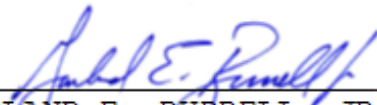
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ORDER

Since the Parties having stipulated and agreed,

IT IS HEREBY ORDERED that the Court shall retain jurisdiction over the Parties for the sole purposes of resolving disputes under the Settlement Agreement through and including April 1, 2016, or unless a further order issues before that date.

Dated: December 18, 2015



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