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20 Attorneys for Defendant
 21 THE SCOTTS COMPANY LLC
 22 (Appearing for limited purpose of
 23 this Stipulation only)

24 **UNITED STATES DISTRICT COURT**
 25 **EASTERN DISTRICT OF CALIFORNIA**

26 CALIFORNIA SPORTFISHING
 27 PROTECTION ALLIANCE, a non-profit
 28 corporation,
 Plaintiff,
 vs.
 THE SCOTTS COMPANY LLC, a
 corporation.
 Defendant.

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

**STIPULATION AND [PROPOSED]
 ORDER EXTENDING TIME FOR
 PLAINTIFF CALIFORNIA
 SPORTFISHING PROTECTION
 ALLIANCE TO SERVE ITS COMPLAINT
 BY 60 DAYS**

Plaintiff California Sportfishing Protection Alliance (“CSPA”) and Defendant The Scotts Company LLC (“Scotts”) stipulate and declare as follows:

1 **WHEREAS**, CSPA filed its Complaint for Declaratory and Injunctive Relief and Civil
2 Penalties (“Complaint”) on April 12, 2012;

3 **WHEREAS**, the last date for CSPA to serve its Complaint pursuant to Federal Rule of Civil
4 Procedure 4(m) is August 10, 2012;

5 **WHEREAS**, CSPA and Scotts agree that there is good cause to grant an extension of
6 CSPA’s time to serve its Complaint as CSPA and Scotts have been, and continue to be, engaged in
7 ongoing and productive settlement discussions;

8 **WHEREAS**, the parties require further time to engage in these settlement discussions, which
9 involve, *inter alia*, several issues related to the management of storm water discharges;

10 **WHEREAS**, in the interests of justice CSPA and Scotts would like to resolve their dispute
11 informally, without the attendant costs and deadlines of litigation;

12 **WHEREAS**, CSPA and Scotts do not foresee any reason(s) that would require any further
13 stipulations to extend the time for CSPA to serve its Complaint;

14 **WHEREAS**, CSPA and Scotts have agreed that this stipulation shall not be construed as a
15 waiver of any kind;

16 **WHEREAS**, CSPA and Scotts agree that Scotts is signing this stipulation for the limited and
17 only purpose of agreeing to an extension of CSPA’s time to serve its Complaint and that it shall not
18 constitute an appearance in this action for any other purpose whatsoever;

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NOW, THEREFORE, CSPA and Scotts hereby stipulate that the time within which CSPA must serve its Complaint is extended to October 9, 2012 and that an Order to this effect may be entered by the Court without further notice or hearing.

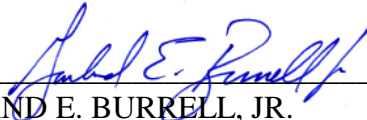
Dated: July 30, 2012

Respectfully submitted,
LOZEAU DRURY LLP
By: /s/ Douglas J. Chermak
Douglas J. Chermak
Attorneys for Plaintiff

HUNTON & WILLIAMS LLP
By: /s/ Chris M. Amantea
(as authorized on July 30, 2012)
Chris M. Amantea
Attorneys for Defendant
THE SCOTTS COMPANY LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Date: 7/31/2012



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