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Attorneys for Plaintiff
California Sportfishing Protection Alliance

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

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE, a non-profit
corporation;

Plaintiff,

vs.

HOLIDAY HARBOR, INC., a California
corporation,

Defendant.

Case No. 2:13-cv-00211-WBS-GGH

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

1 TO THE COURT:

2 Plaintiff California Sportfishing Protection Alliance (“CSPA”), and Defendant in the
3 above-captioned action, stipulate as follows:

4 **WHEREAS**, on or about November 29, 2012, CSPA provided Defendant with a Notice
5 of Violations and Intent to File Suit (“Proposition 65 60-Day Notice Letter”) under California’s
6 Safe Drinking Water & Toxic Enforcement Act, codified at Health & Safety Code Section
7 25249.5, *et seq.*;

8 **WHEREAS**, on or about December 4, 2012, CSPA provided Defendant with a Notice of
9 Violations and Intent to File Suit (“CWA 60-Day Notice Letter”) under Section 505 of the
10 Federal Water Pollution Control Act (“Act” or “Clean Water Act”), 33 U.S.C. § 1365;

11 **WHEREAS**, on February 4, 2013, CSPA filed its Complaint against Defendant in this
12 Court, and said Complaint incorporated by reference all of the allegations contained in CSPA’s
13 CWA 60-Day Notice Letter and Proposition 65 60-Day Notice Letter;

14 **WHEREAS**, CSPA and Defendant, through their authorized representatives and without
15 either adjudication of CSPA’s claims or admission by Defendant of any alleged violation or other
16 wrongdoing, have chosen to resolve in full by way of settlement the allegations of CSPA’s CWA
17 60-Day Notice Letter, Proposition 65 60-Day Notice Letter and Complaint, thereby avoiding the
18 costs and uncertainties of further litigation. A copy of the Parties’ proposed consent agreement
19 (“Consent Agreement”) entered into by and between CSPA and Defendant is attached hereto as
20 **Exhibit A** and incorporated by reference.

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


25 **NOW THEREFORE, IT IS HEREBY STIPULATED** and agreed to by and between
26 the Parties that CSPA’s claims be dismissed with prejudice pursuant to Federal Rule of Civil
27 Procedure 41(a)(2). The Parties respectfully request an order from this Court dismissing such
28 claims with prejudice. In accordance with Paragraph 20(b) of the Consent Agreement, the Parties

ORDER

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Good cause appearing, and the Parties having stipulated and agreed,
IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance’s
claims against Defendant HOLIDAY HARBOR, INC. as set forth in CSPA’s 60-Day
Notice Letter and Complaint are hereby dismissed with prejudice, each side to bear their
own attorney fees and costs, except as provided for by the terms of the accompanying
Consent Agreement. IT IS FURTHER ORDERED that the Court shall retain and have
jurisdiction over the Parties with respect to disputes arising under the Consent Agreement
attached to the Parties’ Stipulation to Dismiss as Exhibit A until September 30, 2015.
IT IS SO ORDERED.

Dated: August 5, 2013


WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE