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5 Attorneys for Plaintiff  
 6 CALIFORNIA SPORTFISHING  
 PROTECTION ALLIANCE

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

10 CALIFORNIA SPORTFISHING  
 11 PROTECTION ALLIANCE, a non-profit  
 corporation,

12 Plaintiff,

13 vs.

14 SIERRA CHEMICAL COMPANY, dba,  
 15 NEVADA SIERRA CHEMICAL  
 COMPANY, an Nevada company,

16 Defendant.  
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Case No. 13-cv-0000792-KJM-KJN

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

18  
 19 Plaintiff California Sportfishing Protection Alliance ("CSPA") and Defendant in the  
 20 above-captioned action, stipulate as follows:

21 WHEREAS, on or about February 15, 2013, CSPA provided Defendant with a Notice  
 22 of Violations and Intent to File Suit ("60-Day Notice Letter") under Section 505 of the  
 23 Federal Water Pollution Control Act ("Act" or "Clean Water Act"), 33 U.S.C. § 1365;

24 WHEREAS, on April 19, 2013, CSPA filed its Complaint against Defendant in this  
 25 Court, and said Complaint incorporated by reference all of the allegations contained in  
 26 CSPA's 60-Day Notice Letter;

27 WHEREAS, CSPA and Defendant, through their authorized representatives and  
 28 without either adjudication of CSPA's claims or admission by Defendant of any alleged

1 violation or other wrongdoing, have chosen to resolve in full by way of settlement the  
2 allegations of CSPA as set forth in CSPA's 60-Day Notice Letter and Complaint, thereby  
3 avoiding the costs and uncertainties of further litigation. A copy of the Parties' proposed  
4 settlement agreement ("Settlement Agreement") entered into by and between CSPA and  
5 Defendant is attached hereto as **Exhibit A** and incorporated by reference;

6 WHEREAS, CSPA has submitted the Settlement Agreement via certified mail, return  
7 receipt requested, to the U.S. EPA and the U.S. Department of Justice ("the agencies") and  
8 the 45-day review period set forth at 40 C.F.R. § 135.5 has now expired;

9 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between  
10 the Parties that CSPA's claims, as set forth in its 60-Day Notice Letter and Complaint, be  
11 dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). The Parties  
12 respectfully request an order from this Court dismissing such claims with prejudice. In  
13 accordance with Paragraph 18(b) of the Settlement Agreement, the Parties also request that  
14 this Court retain and have jurisdiction over the Parties through September 30, 2015, for the  
15 sole purpose of resolving any disputes between the Parties with respect to enforcement of  
16 any provision of the Settlement Agreement.

16 Dated: March 11, 2014

Respectfully submitted,

18 LAW OFFICES OF ANDREW L. PACKARD

19 By: /s/ Andrew L. Packard  
20 Andrew L. Packard  
21 Attorneys for Plaintiff  
22 CALIFORNIA SPORTFISHING  
PROTECTION ALLIANCE

23 Dated: March 11, 2014

SEYFARTH SHAW LLP

24 By: /s/ Andrew H. Perellis  
25 (As authorized by L.R. 131)  
26 Attorneys for Defendant  
SIERRA CHEMICAL COMPANY

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**ORDER**

The court having considered the foregoing, and also having reviewed the letter from the U.S. Department of Justice filed on March 11, 2014, HEREBY ORDERS that Plaintiff California Sportfishing Protection Alliance’s claims against Defendant SIERRA CHEMICAL COMPANY, 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 Settlement Agreement). The court having considered the foregoing, and also having reviewed the letter from the U.S. Department of Justice filed on March 11, 2014, HEREBY ORDERS

IT IS FURTHER ORDERED that the Court shall retain and have jurisdiction over the Parties with respect to disputes arising under the Settlement Agreement, attached to the Parties’ Stipulation to Dismiss as Exhibit A, until September 30, 2016.

IT IS SO ORDERED.

Dated: March 20, 2014.

  
UNITED STATES DISTRICT JUDGE