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6 Attorneys for Plaintiff  
 CALIFORNIA SPORTFISHING  
 7 PROTECTION ALLIANCE

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

10 CALIFORNIA SPORTFISHING  
 11 PROTECTION ALLIANCE, a non-profit  
 corporation,  
 12  
 Plaintiff,  
 13  
 vs.  
 14 NOR-CAL BEVERAGE CO. INC., a  
 15 California corporation, JASON GRAVIET,  
 and PAUL OREBAUGH,  
 16  
 Defendants.  
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Case No. 13-cv-00902-JAM-EFB

**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 Defendants in the  
 20 above-captioned action, stipulate as follows:

21 WHEREAS, on or about March 4, 2013, CSPA provided Defendants with a Notice of  
 22 Violations and Intent to File Suit (“60-Day Notice Letter”) under Section 505 of the Federal  
 23 Water Pollution Control Act (“Act” or “Clean Water Act”), 33 U.S.C. § 1365;

24 WHEREAS, on May 8, 2013, CSPA filed its Complaint against Defendants 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 Defendants, through their authorized representatives and  
 28 without either adjudication of CSPA’s claims or admission by Defendants 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 consent agreement ("Consent Agreement") entered into by and between CSPA and  
5 Defendants is attached hereto as **Exhibit A** and incorporated by reference;

6 WHEREAS, CSPA has submitted the Consent 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 of the Consent Agreement, the Parties also request that this  
14 Court retain and have jurisdiction over the Parties through January 1, 2016, for the sole  
15 purpose of resolving any disputes between the Parties with respect to enforcement of any  
16 provision of the Consent Agreement.

16 Dated: March 6, 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 6, 2014

KRONICK MOSCOVITZ TIEDEMANN & GIRARD

24 By: /s/ Eric Robinson  
25 (As authorized by L.R. 131)  
26 Attorneys for Defendants  
27 NOR-CAL BEVERAGE CO. INC., JASON  
28 GRAVIET, and PAUL OREBAUGH

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**ORDER**

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

IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance's claims against Defendants NOR-CAL BEVERAGE CO. INC., JASON GRAVIET, and PAUL OREBAUGH, 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 January 1, 2016.

IT IS SO ORDERED.

Dated: 3/6/2014

/s/ John A. Mendez  
UNITED STATES DISTRICT COURT JUDGE