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 11 CALIFORNIA SPORTFISHING
 12 PROTECTION ALLIANCE

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

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

18 Plaintiff,

19 vs.

20 DRAGON ESP LTD., a corporation,

21 Defendant.

Case No. 2:14-cv-01380-TLN-AC

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

22 WHEREAS, on March 27, 2014, Plaintiff California Sportfishing Protection Alliance
 23 ("CSPA") provided Defendant Dragon ESP LTD. ("Dragon") with a Notice of Violations and Intent
 24 to File Suit ("Notice") under Clean Water Act § 505, 33 U.S.C. § 1365.

25 WHEREAS, on June 9, 2014, CSPA filed its Complaint against Dragon in this Court,
 26 California Sportfishing Protection Alliance v. Dragon ESP LTD., Case No. 2:14-cv-01380-TLN-
 27 AC. Said Complaint incorporates by reference all of the allegations contained in CSPA's Notice.

28 WHEREAS, CSPA and Dragon, through their authorized representatives and without either
 adjudication of CSPA's claims or admission by Dragon of any alleged violation or other
 wrongdoing, have chosen to resolve in full by way of settlement the allegations of CSPA as set forth
 in the Notice and Complaint, thereby avoiding the costs and uncertainties of further litigation. A

1 copy of the Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”) entered
2 into by and between CSPA and Dragon is attached hereto as Exhibit 1 and incorporated by reference.

3 WHEREAS, the parties submitted the Settlement Agreement via certified mail, return receipt
4 requested, to the U.S. EPA and the U.S. Department of Justice and the 45-day review period set forth
5 at 40 C.F.R. § 135.5 has completed and the federal agencies have submitted correspondence to the
6 Court indicating that they have no objection to the terms of the Settlement Agreement.

7 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the
8 parties that CSPA’s claims, as set forth in the Notice and Complaint, be dismissed with prejudice.
9 The parties respectfully request an order from this Court dismissing such claims with prejudice. In
10 accordance with paragraph 2 of the Settlement Agreement, the parties also request that this Court
11 maintain jurisdiction over the parties through December 16, 2016, for the sole purpose of resolving
12 any disputes between the parties with respect to enforcement of any provision of the Settlement
13 Agreement, or through the conclusion of any proceeding to enforce the Settlement Agreement
14 initiated prior to December 16, 2016, or until the completion of any payment or affirmative duty
15 required by the Settlement Agreement.

16 This Dismissal may be pled as a full and complete defense to, and may be used as the basis
17 for an injunction against any lawsuit which may be filed in breach of the Settlement Agreement.

18 Dated: March 19, 2015

Respectfully submitted,

19 LOZEAU DRURY LLP

20 By: /s/ Douglas J. Chermak
21 Douglas J. Chermak
22 Attorneys for Plaintiff California Sportfishing
Protection Alliance

23 VINSON & ELKINS LLP

24 By: Michael L. Charlson (as authorized on 3/19/15)
25 Michael L. Charlson
26 Attorneys for Defendant
Dragon ESP LTD.

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ORDER

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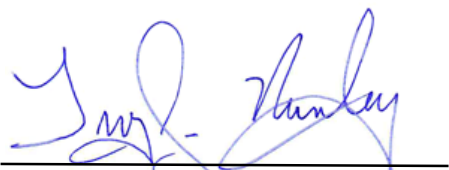
Good cause appearing, and the parties having stipulated and agreed,

IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance’s claims against Defendant Dragon ESP LTD., as set forth in the Notice and Complaint filed in Case No. 2:14-cv-01380-TLN-AC, are hereby dismissed with prejudice consistent with the terms of the Settlement Agreement that is attached hereto as Exhibit 1.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over the parties through December 16, 2016, for the sole purpose of resolving any disputes between the parties with respect to any provision of the Settlement Agreement, or through the conclusion of any proceeding to enforce the Settlement Agreement initiated prior to December 16, 2016, or until the completion of any payment or affirmative duty required by the Settlement Agreement.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 27, 2015



Troy L. Nunley
United States District Judge