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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 v.

20 MASONITE CORPORATION, a
21 corporation; SIERRA LUMBER, INC., a
22 corporation,

23 Defendants.

Case No. 2:16-cv-01833-WBS-AC

**STIPULATION TO DISMISS PLAINTIFF'S
CLAIMS WITH PREJUDICE, RETAINING
JURISDICTION OVER SETTLEMENT;
[PROPOSED] ORDER GRANTING
DISMISSAL OF CLAIMS WITH
PREJUDICE, RETAINING JURISDICTION
OVER SETTLEMENT**

Date: November 20, 2017

Time: 1:30 PM

Courtroom: 5

Judge: Hon. William B. Shubb

24 WHEREAS, on May 23, 2016, Plaintiff CALIFORNIA SPORTFISHING PROTECTION
25 ALLIANCE ("CSPA"), provided Defendants MASONITE CORPORATION and SIERRA
26 LUMBER, INC. ("Defendants") with a Notice of Violations and Intent to File Suit ("Notice")
27 under Clean Water Act § 505, 33 U.S.C. § 1365.

28 WHEREAS, on August 3, 2016, CSPA filed its Complaint in this Court, and October 16,
2017, CSPA filed its First Amended Complaint in this Court to properly identify Defendant
Sierra Lumber, Inc.

WHEREAS, CSPA and Defendants (the "settling parties"), through their authorized

1 representatives and without either adjudication of CSPA’s claims or admission by Defendants, of
2 any alleged violation or other wrongdoing, have chosen to resolve in full by way of settlement
3 CSPA’s allegations as set forth in the Notice and Complaint, thereby avoiding the costs and
4 uncertainties of further litigation. A copy of the Settlement Agreement and Mutual Release of
5 Claims (“Settlement Agreement”) entered into by and between CSPA and Defendants, is attached
6 hereto as Exhibit 1 and fully incorporated by reference.

7 WHEREAS, the settling parties submitted the Settlement Agreement to the U.S. EPA and
8 the U.S. Department of Justice (the “federal agencies”) for a 45-day statutory review period,
9 consistent with 33 U.S.C. § 1365(c) and 40 C.F.R. § 135.5, and that review period has completed.
10 The federal agencies submitted correspondence to the Court indicating that they have no
11 objection to the terms of the Settlement Agreement.

12 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to that the settling
13 parties request an order from this Court (1) dismissing with prejudice CSPA’s claims as to
14 Defendants, as set forth in the Notice and Complaint, and (2) concurrently retaining jurisdiction
15 over this matter for purposes of dispute resolution and enforcement of the Settlement Agreement.

16 Respectfully submitted,

17
18 DATED: October 16, 2017

LOZEAU DRURY LLP

19
20 By /s/ Douglas J. Chermak
21 DOUGLAS J. CHERMAK
22 Attorney for Plaintiff
CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE

23
24 DATED: October 16, 2017

DOWNEY BRAND LLP

25 By: /s/ Nicole E. Granquist (auth. 10/16/2017)
26 NICOLE E. GRANQUIST
27 Attorney for Defendants
MASONITE CORPORATION; SIERRA
28 LUMBER, INC.

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ORDER

Good cause appearing, and the parties having stipulated and agreed, IT IS HEREBY ORDERED that pursuant to Federal Rule of Civil Procedure 41(a)(2), CALIFORNIA SPORTFISHING PROTECTION ALLIANCE’s claims as to MASONITE CORPORATION and SIERRA LUMBER, INC., as set forth in the Notice and Complaint, are dismissed with prejudice, and the Court shall retain jurisdiction over this matter for purposes dispute resolution and enforcement of the Settlement Agreement, attached hereto as Exhibit 1 and fully incorporated by reference herein.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: October 17, 2017



WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE