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Attorneys for Defendant
ROYAL GOLD, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

HUMBOLDT BAYKEEPER, etc.,

Plaintiff,

v.

ROYAL GOLD, LLC,

Defendant.

Case No. 3:16-cv-06285-RS

**STIPULATION TO DISMISS
PLAINTIFF'S CLAIMS WITH
PREJUDICE;
~~[PROPOSED]~~ ORDER GRANTING
DISMISSAL WITH PREJUDICE [FED. R.
CIV. P. 41(a)(2)]**

Plaintiff Humboldt Baykeeper and Defendant Royal Gold, LLC, parties in the above-captioned action, stipulate as follows:

WHEREAS, on or about August 16, 2016, Plaintiff provided Defendant with a Notice of Violations and Intent to File Suit ("CWA 60-Day Notice Letter") under Section 505 of the

1 Federal Water Pollution Control Act (“Act” or “Clean Water Act”), 33 U.S.C. § 1365;

2 WHEREAS, on October 31, 2016, Plaintiff filed its Complaint against Defendant in this
3 Court and said Complaint incorporated by reference all of the allegations contained in Plaintiff’s
4 CWA 60-Day Notice Letter;

5 WHEREAS, Plaintiff and Defendant, through their authorized representatives and
6 without either adjudication of Plaintiff’s claims or admission by Defendant of any alleged
7 violation or other wrongdoing, have chosen to resolve in full by way of settlement the allegations
8 of Plaintiff as set forth in Plaintiff’s CWA 60-Day Notice Letter and Complaint, thereby
9 avoiding the costs and uncertainties of further litigation. A copy of the Parties’ proposed
10 settlement agreement (“Settlement Agreement”) entered into by and between Plaintiff and
11 Defendant is attached hereto as Exhibit A and incorporated by reference;

12 WHEREAS, Plaintiff has submitted the Settlement Agreement to the U.S. EPA and the
13 U.S. Department of Justice (“the agencies”) and the 45-day review period set forth at 40 C.F.R. §
14 135.5 has now expired;

15 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed by and between the
16 Parties that Plaintiff’s claims, as set forth in its CWA 60-Day Notice Letter and Complaint, be
17 dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). The Parties
18 respectfully request an order from this Court dismissing such claims with prejudice. In
19 accordance with Paragraph 5 of the Settlement Agreement, the Parties also request that this
20 Court retain and have jurisdiction over the Parties through August 3, 2019, or as long thereafter
21 as is necessary for the Court to resolve any pending motion to enforce this Consent Agreement,
22 for the sole purpose of resolving any disputes between the Parties with respect to enforcement of
23 any provision of the Settlement Agreement.

1 DATED: August 22, 2017

AQUA TERRA AERIS LAW GROUP

2
3 By: 

JASON R. FLANDERS
Attorneys for Plaintiff
HUMBOLDT BAYKEEPER

4
5
6 DATED: August 22, 2017

THE ARNOLD LAW PRACTICE

7
8 By: 

JAMES R. ARNOLD
JOHN A. BEARD
Attorneys for Defendant
ROYAL GOLD, LLC

1 ~~[PROPOSED]~~ ORDER

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

3 IT IS HEREBY ORDERED that Plaintiff Humboldt Baykeeper's claims against
4 Defendant Royal Gold, LLC, as set forth in Plaintiff's CWA 60-Day Notice Letter and
5 Complaint, are hereby dismissed with prejudice, each side to bear their own attorney fees and
6 costs, except as provided for by the terms of the accompanying Settlement Agreement.

7 IT IS FURTHER ORDERED that the Court shall retain and have jurisdiction over the
8 Parties with respect to disputes arising under the Settlement Agreement (attached to the Parties'
9 Stipulation to Dismiss as Exhibit A and incorporated herein by reference) until August 3, 2019,
10 or as long thereafter as is necessary for the Court to resolve any pending motion to enforce this
11 Consent Agreement,

12 IT IS SO ORDERED.

13
14 Dated: 8/24/17


RICHARD SEEBORG
UNITED STATES DISTRICT COURT JUDGE