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 7 Attorney for Plaintiff  
 8 CALIFORNIA ENVIRONMENTAL PROTECTION ASSOCIATION

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 CALIFORNIA ENVIRONMENTAL	)	Case No.: 4:15-cv-04880-KAW
12 PROTECTION ASSOCIATION, a California	)	<b>STIPULATION FOR DISMISSAL OF PLAINTIFF’S CLAIMS WITH PREJUDICE; [PROPOSED] ORDER GRANTING DISMISSAL WITH PREJUDICE (FRCP 41(a)(2))</b>
13 corporation,	)	
14 Plaintiff,	)	
15 vs.	)	
16 SONOMA SOIL BUILDERS, INC, a	)	
17 California corporation, SHILOH OAKS	)	
18 COMPANY, LLC, a California limited	)	
19 liability company,	)	
20 Defendant.	)	

21 Plaintiff CALIFORNIA ENVIRONMENTAL PROTECTION ASSOCIATION  
 22 (“CEPA”) and Defendants SONOMA SOIL BUILDERS, INC. (“SSB”) and SHILOH OAKS  
 23 COMPANY, LLC (“SHILOH”), hereby stipulate as follows:

24 WHEREAS, on October 23, 2015, CEPA filed the Complaint in this matter against  
 25 Defendant SSB, and on June 9, 2016, CEPA filed a First Amended Complaint against SSB;

26 WHEREAS, on October 2, 2017, CEPA filed a Second Amended Complaint against SSB  
 27 and Defendant SHILOH;

28 WHEREAS, CEPA, SSB and SHILOH (the “settling parties”), through their authorized  
 representatives, and without either adjudication of CEPA’s claims or admission by SSB or  
 SHILOH of any alleged violation or other wrongdoing, have chosen to resolve in full by way of

1 settlement the allegations of CEPA as set forth in the Complaint, thereby avoiding the costs and  
2 uncertainties of further litigation;

3 WHEREAS, the Settling Parties submitted the Settlement Agreement via certified mail,  
4 return receipt requested, to the U.S. EPA and the U.S. Department of Justice (the “federal  
5 agencies”) for a 45-day statutory review period, consistent with 33 U.S.C. 1365(c) and 40 C.F.R.  
6 135.5, and that review period has expired. The federal agencies have submitted correspondence  
7 to the Court indicating that they have no objection to the terms of the Settlement Agreement.

8 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the  
9 Settling Parties that CEPA’s claims, as set forth in its Complaints, be dismissed with prejudice  
10 pursuant to Federal Rule of Civil Procedure 41(a)(2).

11 Dated: July 6, 2018

Respectfully,  
Craig A. Brandt

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14 By:  /s/ Craig A. Brandt  
15 Craig A. Brandt  
16 Attorney for Plaintiff

17 Dated: July 6, 2018

Respectfully,  
Peter L. Simon

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20 By:  /s/ Peter L. Simon  
21 Peter L. Simon  
22 Attorney for Defendant SONOMA  
23 SOIL BILDERS, INC.  
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26  
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28

1 Dated: July 6, 2018

Respectfully,  
Marlon V. Young

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4 By:  /s/ Marlon V. Young  
5 Marlon V. Young  
6 Attorney for Defendant  
7 SHILOH OAKS, LLC

8  
9 **ATTESTATION FOR E-FILING**

10 I hereby attest pursuant to Civil L.R. 5-1(i)(3) that I have obtained concurrence in the  
11 filing of this document from the other Signatories prior to filing.

12  
13 Dated: July 6, 2018

By:  /s/ Craig A. Brandt

14 **~~PROPOSED~~ ORDER**

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

16 IT IS HEREBY ORDERED that Plaintiff California Environmental Protection  
17 Association's claims against Defendants Sonoma Soil Builders, Inc. and Shiloh Oaks Company,  
18 LLC, as set forth in CEPA's Complaints, are hereby dismissed with prejudice.  
19

20 IT IS SO ORDERED.

21 Dated:  7/10/18

  
22 KANDIS A. WESTMORE  
23 UNITED STATES MAGISTRATE JUDGE  
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