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**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION**

SAN FRANCISCO BAYKEEPER, a California  
 non-profit corporation,

Plaintiff,

v.

CITY OF SUNNYVALE,

Defendant.

Case No: C 13-02425 HRL

**STIPULATION TO RETAIN  
 JURISDICTION AND REQUEST FOR  
 DISMISSAL; ~~PROPOSED~~ ORDER**

**Fed. R. Civ. P. 41(a)(2)**

The following Stipulation to Retain Jurisdiction and Request for Dismissal is entered into by and between Plaintiff San Francisco Baykeeper (“Plaintiff” or “Baykeeper”), and Defendant City of Sunnyvale (“Defendant” or “City”). These entities are each referred to herein as “Settling Party” and collectively as “Settling Parties.”

**WHEREAS**, a copy of the Settlement Agreement between the Settling Parties is incorporated herein and attached as Exhibit A to this Stipulation;

**WHEREAS**, Baykeeper, in accordance with paragraph thirty-two (32) of the Settling Parties’ Agreement, filed a Notice of Settlement (Dkt. No. 15) with the Court on October 24, 2013 and

1 transmitted a copy of the Stipulation and Settlement Agreement to the U.S. Department of Justice  
2 (“DOJ”) and the U.S. Environmental Protection Agency for the 45-day review period on October 15,  
3 2013;

4 **WHEREAS**, the 45-day review period commenced on October 22, 2013 and terminated on  
5 December 6, 2013, which represents the Effective Date of the Settlement Agreement;

6 **WHEREAS**, DOJ approved the Settlement Agreement and submitted its approval letter (Dkt.  
7 No. 18) to the Court on November 27, 2013.

8 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTLING PARTIES:**

9 1. As set forth in Paragraphs 39-40 of the Settlement Agreement, the Settling Parties  
10 respectfully request that the Court retain jurisdiction over Civil Case No. C 13-02425 HRL for the  
11 purpose of resolving any disputes between the Parties with respect to enforcement of the terms of the  
12 Settlement Agreement.

13 2. Plaintiff Baykeeper also requests that its complaint filed on May 29, 2013 with the  
14 United States District Court for the Northern District of California, San Jose Division, Civil Case No.:  
15 C 13-02425 HRL, against Sunnyvale be dismissed with prejudice pursuant to Federal Rules of Civil  
16 Procedure 41(a)(2).

17 3. A [Proposed] Order effectuating these requests is attached below.

18  
19 Respectfully submitted,

20 Dated: December 18, 2013

20 By: /s/ Sejal Choksi-Chugh  
21 Sejal Choksi-Chugh, Attorney for Plaintiff  
22 SAN FRANCISCO BAYKEEPER

23 DOWNEY BRAND, LLP

24 Dated: December 18, 2013

24 By: /s/ Melissa Thorme  
25 Melissa Thorme, Attorneys for Defendant  
26 CITY OF SUNNYVALE

26 [Electronically signed with permission from  
27 M. Thorme via an e-mail dated 12/18/13.]

~~PROPOSED~~ ORDER

Based on the above stipulation of the Settling Parties,

IT IS HEREBY ORDERED that the Court shall retain jurisdiction over Civil Case No. C 13-02425 HRL for the sole purpose of enforcing compliance by the Settling Parties with the terms of the Settlement Agreement attached as Exhibit A to the Parties' Stipulation.

IT IS FURTHER ORDERED that Plaintiff's claims against Defendant City of Sunnyvale as set forth in Civil Case No. C 13-02425 HRL are dismissed with prejudice pursuant to FRCP 41(a)(2).

IT IS SO ORDERED.

Date: 1/3/14

NORTHERN DISTRICT OF CALIFORNIA

Honorable Howard R. Lloyd  
United States District Court  
Northern District of California,  
San Jose Division