

1 ANDREW L. PACKARD (State Bar No. 168690)
 MEGAN E. TRUXILLO (State Bar No. 275746)
 2 Law Offices of Andrew L. Packard
 100 Petaluma Blvd. N., Suite 301
 3 Petaluma, CA 94952
 Tel: (707) 763-7227
 4 Fax: (707) 763-9227
 E-mail: Andrew@packardlawoffices.com
 5

6 Attorneys for Plaintiff
 CALIFORNIA SPORTFISHING
 PROTECTION ALLIANCE
 7

8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10 CALIFORNIA SPORTFISHING
 PROTECTION ALLIANCE, a non-profit
 11 corporation,
 12
 Plaintiff,
 13
 vs.
 14
 TRICAL, INC., DEAN C. STORKAN
 15 and JOHN IVANCOVICH,
 16
 Defendants.
 17

Case No. 5:15-cv-00065-NC

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

19
 20 Plaintiff California Sportfishing Protection Alliance (“CSPA”) and Defendants in the
 21 above-captioned action, stipulate as follows:

22 WHEREAS, on or about October 29, 2014, CSPA provided Defendants with Notice
 23 of Violations and Intent to File Suit (“60-Day Notice Letter”) under Section 505 of the
 24 Federal Water Pollution Control Act (“Act” or “Clean Water Act”), 33 U.S.C. § 1365;

25 WHEREAS, on January 7, 2015, CSPA filed its Complaint against Defendants in this
 26 Court, and said Complaint incorporated by reference all of the allegations contained in
 27 CSPA’s 60-Day Notice Letter;

28 WHEREAS, CSPA and Defendants, through their authorized representatives and

1 without either adjudication of CSPA's claims or admission by Defendants of any alleged
2 violation or other wrongdoing, have chosen to resolve in full by way of settlement the
3 allegations of CSPA as set forth in CSPA's 60-Day Notice Letter and Complaint, thereby
4 avoiding the costs and uncertainties of further litigation. A copy of the Parties' proposed
5 consent agreement ("Consent Agreement") entered into by and between CSPA and
6 Defendants is attached hereto as **Exhibit A** and incorporated by reference;

7 WHEREAS, CSPA has submitted the Consent Agreement via certified mail, return
8 receipt requested, to the U.S. EPA and the U.S. Department of Justice ("the agencies") and
9 the 45-day review period set forth at 40 C.F.R. § 135.5 has now expired;

10 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between
11 the Parties that CSPA's claims, as set forth in its 60-Day Notice Letter and Complaint, be
12 dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). The Parties
13 respectfully request an order from this Court dismissing such claims with prejudice. In
14 accordance with Paragraph 17 of the Consent Agreement, the Parties also request that this
15 Court retain and have jurisdiction over the Parties through September 30, 2017 for the sole
16 purpose of resolving any disputes between the Parties with respect to enforcement of any
17 provision of the Consent Agreement.

18
19 Dated: December 14, 2015

Respectfully submitted,

20 LAW OFFICES OF ANDREW L. PACKARD

21 By: /s/ Andrew L. Packard
22 Andrew L. Packard
23 Attorneys for Plaintiff

24 Dated: December 14, 2015

LEWIS BRISBOIS BISGAARD & SMITH, LLP

25 By: /s/ Timothy J. Swickard
26 Timothy J. Swickard
27 Attorneys for Defendants
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

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

IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance's claims against Defendants Trical, Inc., Dean C. Storkan and John Ivancovich, as set forth in CSPA's 60-Day Notice Letter and Complaint, are hereby dismissed with prejudice, each side to bear their own attorney fees and costs, except as provided for by the terms of the accompanying Consent Agreement.

IT IS FURTHER ORDERED that the Court shall retain and have jurisdiction over the Parties with respect to disputes arising under the Consent Agreement attached to the Parties' Stipulation to Dismiss as Exhibit A until September 30, 2017.

IT IS SO ORDERED.

Dated: December 14, 2015

