

ENDORSED
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Superior Court of California
County of San Francisco

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN FRANCISCO
15 UNLIMITED JURISDICTION

17 CITY AND COUNTY OF SAN
FRANCISCO, CITY OF OAKLAND,
18 CITY OF RICHMOND, AND PEOPLE
OF THE STATE OF CALIFORNIA,

19 Plaintiffs,

20 vs.

21 REGAL STONE, LTD.; FLEET
22 MANAGEMENT LTD.; HANJIN
SHIPPING CO., LTD.; SYNERGY
23 MANAGEMENT SERVICES;
SYNERGY MARINE LIMITED; JOHN
24 J. COTA, AN INDIVIDUAL, AND
DOES ONE THROUGH 100,

25 Defendants.

Case No. CGC-07-469876 *Sig by JFA*

**FIRST AMENDED COMPLAINT FOR
DAMAGES, CIVIL PENALTIES, AND
INJUNCTIVE RELIEF FOR:**

- 26 **1. VIOLATION OF LEMPERT-
KEENE-SEASTRAND OIL SPILL
PREVENTION AND RESPONSE ACT**
- 27 **2. NEGLIGENCE**
- 28 **3. NEGLIGENCE PER SE**
- 4. NUISANCE**
- 5. TRESPASS**
- 6. UNJUST ENRICHMENT**
- 7. UNFAIR BUSINESS PRACTICES**

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25 CITY OF RICHMOND

INTRODUCTION

1
2 1. On the morning of November 7, 2007, the M/V Cosco Busan, a 65,131-ton, 900-foot
3 long container ship, departed the Port of Oakland and headed for the Pacific Ocean, bound for
4 South Korea. The 131-foot wide ship was required to pass through a 2,200-foot opening between
5 two tower bases supporting the western span of the San Francisco-Oakland Bay Bridge. The ship
6 failed to navigate successfully through this almost one-half mile wide gap. Instead, at about 8:30
7 a.m., the ship hit the base of the "D," or "Delta" Tower, tearing a gash in the port side of the ship's
8 hull, ripping open fuel tanks on the ship and releasing about 58,000 gallons of heavy bunker fuel
9 into the San Francisco Bay.

10 2. The release of the fuel fouled the Bay waters, killing or injuring at least 2,200 birds,
11 as well as marine mammals, fish, invertebrates and other marine organisms, damaging property
12 along the San Francisco waterfront controlled, managed, maintained, and regulated by San
13 Francisco, harming the livelihoods of the fishermen who depend on crab and other sea life in and
14 about the Bay, impairing the public's enjoyment of the recreational opportunities afforded by the
15 Bay, and compelling several public entities, including San Francisco, Oakland, and Richmond, and
16 their taxpayers, to expend substantial sums of money for the deployment of personnel for
17 investigation, remediation, and monitoring of environmental conditions.

18 3. In this action, the City and County of San Francisco, and the Cities of Oakland and
19 Richmond (collectively, "the Cities") seek compensation for all of their costs of investigating and
20 responding to this catastrophic and wholly avoidable oil spill, including, without limitation, the
21 costs incurred to assess the extent of the damage, remedy damages caused by the spill, and monitor
22 conditions for continuing impacts of the spill. The Cities also seek to recover for the loss of
23 recreational opportunities caused by the spill. The Cities also request injunctive relief to require
24 defendants to develop and implement a plan to assess, remediate, and monitor for as long as is
25 necessary, all harm to property, marine life, and recreational interests caused by defendants'
26 catastrophic blunder. The San Francisco City Attorney in addition seeks civil penalties on behalf of
27
28

1 the People of the State of California for defendants' violation of a host of laws designed to protect
2 the delicate marine environment in and about the Bay.

3 4. In addition, the City and County of San Francisco seeks to recover the costs it
4 incurred to mobilize and train volunteers.

5 **VENUE**

6 5. Venue is proper in this Court, because the spill, discharge, and violation of laws
7 occurred, in part, in the City and County of San Francisco, and because defendants at all relevant
8 times have done business in the City and County of San Francisco. (Gov. Code, § 8670.59.)

9 **PARTIES**

10 6. Plaintiff **CITY AND COUNTY OF SAN FRANCISCO** ("San Francisco," or "the
11 City") is a municipal corporation duly organized and existing under the laws of the State of
12 California. Under the Burton Act, Stats. 1968, ch. 1333, San Francisco, acting by and through the
13 Port of San Francisco and other City departments or agencies, has at all relevant times had complete
14 authority to use, operate, maintain, manage, regulate, improve, and control the Port and facilities
15 along approximately 7.5 miles of the eastern and northern waterfront of San Francisco, adjacent to
16 the San Francisco Bay.

17 7. Plaintiff **CITY OF OAKLAND** ("Oakland") is a municipal corporation duly
18 organized and existing under the laws of the State of California.

19 8. Plaintiff **CITY OF RICHMOND** ("Richmond") is a municipal corporation duly
20 organized and existing under the laws of the State of California.

21 9. Plaintiff **THE PEOPLE OF THE STATE OF CALIFORNIA** ("the People")
22 appear by and through Dennis J. Herrera, San Francisco City Attorney, who asserts the seventh
23 cause of action for penalties under Business and Professions Code section 17200, as authorized by
24 Business and Professions Code section 17204. The City has a population in excess of 750,000 as
25 determined by the Demographic Research Unit of the State of California's Department of Finance.

26 10. Plaintiffs are informed and believe and on that basis allege that defendant **REGAL**
27 **STONE, LTD.** is, and at all relevant times was, the owner, operator or time-charterer of the Cosco
28

1 Busan, and that this defendant has at all relevant times done business in the State of California by
2 allowing its operation in California waters.

3 11. Plaintiffs are informed and believe and on that basis allege that defendant **FLEET**
4 **MANAGEMENT LTD.**, which may be otherwise known as Fleet Ship Management, Inc.
5 (hereafter, "Fleet Management Ltd."), is, and at all relevant times was, the operator, or sub-
6 manager, of the Cosco Busan, and that this defendant has at all relevant times done business in the
7 State of California by operating the ship in California waters.

8 12. Plaintiffs are informed and believe and on that basis allege that defendant **HANJIN**
9 **SHIPPING CO., LTD.** is, and at all relevant times was, the owner of the spilled bunker fuel,
10 and/or the owner, operator, or charterer of the ship, and that this defendant has at all relevant times
11 done business in the State of California.

12 13. Plaintiffs are informed and believe and on that basis allege that defendant
13 **SYNERGY MANAGEMENT SERVICES** is, and at all relevant times was, an agent of defendant
14 Regal Stone, Ltd., and therefore that this defendant has at all relevant times done business in the
15 State of California, and at all relevant times acted within the course and scope of its agency.

16 14. Plaintiffs are informed and believe and on that basis allege that defendant
17 **SYNERGY MARINE LIMITED** is, and at all relevant times was, an agent of defendant Regal
18 Stone, Ltd., and that this defendant has at all relevant times done business in the State of California,
19 and at all relevant times acted within the course and scope of its agency.

20 15. Plaintiffs are informed and believe and on that basis allege that defendant **JOHN J.**
21 **COTA** is an individual residing in Sonoma County, California, and was piloting the ship at the time
22 of the incident.

23 16. Each of the above-named defendants is liable for the torts, breaches, and other
24 wrongs of the others, and was acting within the course and scope of its or his employment or
25 agency.

26 17. The true names or capacities, whether individual, corporate, associate, or otherwise,
27 of DOE 1 through DOE 100 are unknown to plaintiffs, who therefore sue such defendants by such
28 fictitious names, and who will amend this complaint to show their true names and capacities when

1 ascertained. Plaintiffs are is informed and believe and thereon allege that each of the defendants
2 designated as a DOE is responsible in some manner for the wrongs herein referred to and thereby
3 proximately caused injuries and damages as alleged herein.

4 **FACTS**

5 18. Plaintiffs are informed and believe, and on that basis allege, the following facts: The
6 M/V Cosco Busan is a 65,131-ton container ship, longer than 900 feet, constructed in or about
7 2001. On November 7, 2007, the ship departed the Port of Oakland, bound for South Korea. It was
8 required to follow a routine route through the San Francisco Bay toward the Golden Gate. That
9 route included passing beneath the San Francisco-Oakland Bay Bridge. The ship's pilot intended to
10 steer between two bases supporting towers on the west span of the bridge. The spans were 2,200
11 feet apart. The ship was only 131 feet wide. The pilot of the ship – defendant John J. Cota – failed
12 to clear the "Delta" tower west of Yerba Buena Island and, as a result, the ship collided with the
13 fender of the tower base.

14 19. Plaintiffs are further informed and believe, and on that basis allege, the following
15 facts: The ship's collision with the tower base fender created a deep gash in the hull, tearing open
16 tanks carrying bunker fuel. Approximately 58,000 gallons of bunker fuel poured out of the ship
17 into the Bay waters.

18 20. The bunker fuel, a heavy, viscous and toxic substance, killed thousands of sea birds,
19 fouled beaches and wildlife habitats, threatened the livelihood of fishermen who depend on their
20 catch of crabs and other sea life, and impaired boating, swimming, recreational fishing, walking or
21 jogging and other such opportunities for members of the public to use and enjoy the fouled beaches,
22 piers, wharves, and other facilities.

23 21. As an actual and legal result of the spill, the public was prevented from enjoying the
24 use of several beaches and lakes, and municipal facilities, including wharves, piers, and lakes,
25 because of the risk of exposure to hazardous materials, bodily injury and property damage.

26 22. The opening of the crab season, and all other fishing, were postponed, because of the
27 human health risks presented by consumption of sea animals taken from or through the
28 contaminated waters.

1 23. Plaintiff San Francisco has sustained, and will continue to sustain, economic
2 damage. This damage includes, without limitation, the costs and expenses associated with:

- 3 a. Establishing an incident command post at Treasure Island to organize, on an ongoing
4 basis, activities in response to the spill ("response activities"), assessment of damage,
5 and monitoring;
- 6 b. Committing time, labor, and materials to identifying, assessing and cleaning up San
7 Francisco property damaged by the oil spill, containing the oil slick caused by the
8 spill, monitoring for continuing damage and otherwise minimizing and mitigating
9 further damage;
- 10 c. Engaging fishermen and their vessels in the effort to clean up oil and attempt to save
11 afflicted sea life, in the immediate aftermath of the oil spill;
- 12 d. Recruiting, training and supervising volunteers to perform cleanup activities and
13 tasks to mitigate and minimize environmental damage;
- 14 e. Paying San Francisco employees for their time responding to the oil spill, which
15 temporarily precluded these employees' performance of regular job duties;
- 16 f. Paying employees of the Port of San Francisco who were unable to occupy Port
17 offices in the immediate aftermath of the spill in order to perform their regular job
18 duties; and
- 19 g. Impressing San Francisco employees into performing duties on an overtime basis to
20 respond on an urgent basis to the crisis created by the oil spill.

21 24. Plaintiff San Francisco has sustained, and will continue to sustain, additional
22 economic damage. This damage includes, without limitation, the loss of:

- 23 a. Anticipated rents, berthing, dockage and other fees, tax revenues and profit shares
24 from fishing activities;
- 25 b. Anticipated income from canceled commuter ferry trips and pleasure excursions,
26 including those to Alcatraz and Angel Islands;
- 27
- 28

- 1 c. Anticipated parking ticket revenues that could not be collected because of the
2 deployment of San Francisco parking control officers to non revenue-producing
3 duties; and
4 d. Anticipated tax revenues associated with impacts to tourism and business
5 interruption of tenants and lessees of the Port of San Francisco.

6 25. Plaintiff Oakland has sustained, and will continue to sustain, economic damage.

7 This damage includes, without limitation, the costs and expenses associated with committing time,
8 labor, and materials to determining whether any Oakland property was damaged by the oil spill,
9 otherwise responding to the oil spill, monitoring for continuing damage, and otherwise minimizing
10 and mitigating further damage.

11 26. Plaintiff Richmond has sustained, and will continue to sustain, economic damage.

12 This damage includes, without limitation, the costs and expenses associated with committing time,
13 labor, and materials to determining whether any Richmond property was damaged by the oil spill,
14 otherwise responding to the oil spill, which included public information efforts, emergency
15 response and management, and otherwise minimizing and mitigating further damage.

16 27. Plaintiff San Francisco and the People of the State of California also have sustained
17 damage through loss of the use and enjoyment of recreational and other opportunities affected,
18 impacted, or threatened by the spill, including, without limitation, the use of public beaches,
19 wharves, piers, pedestrian and bicycle paths, marinas, and seawalls. This damage includes, without
20 limitation, losses arising from:

- 21 a. Prevention of the use of San Francisco marinas and harbors by recreational boaters;
22 b. Prevention of the use of City owned or managed Aquatic Park facilities, public
23 beaches, pedestrian and bicycle paths, and other San Francisco marine environments
24 by pedestrians and bicyclists, swimmers, bathers, and waders, including cancellation
25 of the planned swim from Alcatraz to Aquatic Park;
26 c. Cancellation of the planned triathlon at Treasure Island; and
27 d. Prevention of recreational and subsistence fishing off of San Francisco piers and
28 wharves.

1 32. "Responsible parties" include "the owner or transporter of oil or a person or entity
2 accepting responsibility for the oil;" and "the owner, operator, or lessee of, or person who charters
3 by demise, any vessel ... or a person or entity accepting responsibility for the vessel" (Gov.
4 Code, § 8670.3, subd. (w).)

5 33. As the owner, operator, lessee, or charterer by demise of the vessel and owner or
6 transporter of the oil of the discharged oil, defendant Regal Stone Ltd. is a responsible party that is
7 absolutely liable under the Act.

8 34. As the owner, operator, lessee, or charterer by demise of the vessel and owner or
9 transporter of the discharged oil, defendant Hanjin Shipping Co., Ltd. is a responsible party that is
10 absolutely liable under the Act.

11 35. As the owner, operator, lessee, or charterer by demise of the vessel, defendant Fleet
12 Management Ltd. is a responsible party that is absolutely liable under the Act.

13 36. As the owner, operator, lessee, or charterer by demise of the vessel, defendant
14 Synergy Management Services is a responsible party that is absolutely liable under the Act.

15 37. As the owner, operator, lessee, or charterer by demise of the vessel, defendant
16 Synergy Marine Limited is a responsible party that is absolutely liable under the Act.

17 38. As the transporter of the oil and the person accepting responsibility for the oil and for
18 the vessel, defendant John J. Cota is a responsible party who is absolutely liable under the Act.

19 39. The bunker fuel that was discharged from the vessel is "oil" within the meaning of
20 the Act, which defines "oil" as "any kind of petroleum, liquid hydrocarbon, or petroleum products
21 or any faction or residues therefrom, including ... bunker fuel" (Gov. Code, § 8670.3, subd.
22 (n).)

23 40. The San Francisco Bay waters are "marine waters" within the meaning of the Act,
24 because the Bay is "subject to tidal influence." (Gov. Code, § 8670.3, subd. (i).)

25 41. On November 7, 2007, defendants discharged or leaked bunker fuel into the San
26 Francisco Bay, and are therefore absolutely liable without regard to fault for all damages that
27 plaintiffs sustained or will sustain.
28

1 42. The Act entitles a plaintiff to recover a broad variety of damages, including, without
2 limitation, the costs of investigation, response, containment, removal and treatment; damages for
3 injury to, or economic losses resulting from destruction of or injury to real or personal property; lost
4 taxes, royalties, rents, or net profit shares caused by the injury; destruction, loss, or impairment of
5 use of real property, and personal property. (Gov. Code, § 8670.56.5, subd. (h).)

6 43. In addition to those damages, alleged above, in any action brought by a county or
7 city, the Act entitles such an entity to recover damages for loss of use and enjoyment of natural
8 resources, public beaches, and other public resources or facilities. (Gov. Code, § 8670.56.5, subd.
9 (h)(7).)

10 44. The civil remedies provided in the Act are "separate and in addition to, and do not
11 supersede or limit, any and all other remedies, civil or criminal." (Gov. Code, § 8670.61.)

12 45. Plaintiffs sustained a variety of forms of damage recoverable under the Act, in
13 excess of the jurisdictional limit of this Court, including, without limitation, each of the forms of
14 damage alleged in paragraphs 23 through 29, above.

15 46. The Act further provides that "[a]ny person who intentionally or negligently does
16 any of the following acts shall be subject to a civil penalty of not less than twenty-five thousand
17 dollars (\$25,000) or more than five hundred thousand dollars (\$500,000) for each violation, and
18 each day or partial day that a violation occurs is a separate violation: ... Discharges or spills oil into
19 marine waters, unless the discharge is authorized by the United States, the state, or other agency
20 with appropriate jurisdiction. (Gov. Code, § 8670.66, subd. (a)(3).)

21 47. The Act further provides that ... [e]xcept as provided in subdivision (a), any person
22 who intentionally or negligently violates any provision of [the Act] ... or any permit, rule,
23 regulation, standard, or requirement issued or adopted pursuant to those provisions, shall be liable
24 for a civil penalty not to exceed two hundred and fifty thousand dollars (\$250,000) for each
25 violation of a separate provision, or, for continuing violations, for each day that violation
26 continues." (Gov. Code, § 8670.66, subd. (b).)

27 48. Plaintiffs are informed and believe that defendants committed a violation of the Act,
28 within the meaning of sections 8670.66, subdivisions (a) and (b), by discharging or spilling bunker

1 fuel into the waters of the Bay, which are marine waters. Each day or partial day that the oil has
2 remained and will remain in marine waters constitutes an additional violation.

3 49. Defendants are therefore liable for civil penalties under Government Code section
4 8670.66, in an amount according to proof.

5 **SECOND CAUSE OF ACTION**
6 **(Damages For Negligence)**
7 **(By All Plaintiffs Against All Defendants)**

8 50. Plaintiffs reallege and incorporate by reference paragraphs 1 through 49 of this First
9 Amended Complaint.

10 51. Defendants owed a duty of reasonable and ordinary care to plaintiffs, which required
11 them to operate the ship in a safe manner so as to avoid the injuries alleged herein.

12 52. Defendants breached their duty of care to plaintiffs in numerous respects. Examples
13 of their breach include, but are not limited to, the following acts or omissions of defendant Cota:

- 14 a. Attempting to sail the ship in the Bay in foggy conditions that limited visibility to no
15 greater than 1/10 of a mile;
- 16 b. Proceeding on a course in the Bay with insufficient information about the level of
17 visibility;
- 18 c. Proceeding at a speed that was excessive for the circumstances;
- 19 d. Failing to use all available resources to maximize safety and minimize the risk of an
20 incident, including a tugboat, the Vessel Traffic Service of the Coast Guard, and the
21 ship's lookout;
- 22 e. Failing to be fully acquainted with and able to operate the ship's navigation system;
23 and
- 24 f. Failing, upon being informed by the Coast Guard that the vessel was on a course that
25 would result in a collision with the bridge, to heed that warning and to stop or
26 reverse course until the location and course of the vessel could be ascertained with
27 certainty.

FOURTH CAUSE OF ACTION
(Damages For And Abatement of Nuisance)
(By All Plaintiffs Against All Defendants)

1
2
3 59. Plaintiffs reallege and incorporate by reference paragraphs 1 through 58 of this First
4 Amended Complaint.

5 60. Defendants' conduct as alleged herein constituted a use of the San Francisco Bay in
6 such a manner as to constitute a private and public nuisance. The particular conduct constituting a
7 nuisance is the discharge of approximately 58,000 gallons of bunker fuel into the Bay environment.

8 61. Defendants' creation of the nuisance was the result of unsafe, negligent, unnecessary,
9 unreasonable, and injurious methods of operation of their business.

10 62. Defendants' conduct constitutes a private nuisance within the meaning of Section
11 3479 of the Civil Code, and a public nuisance within the meaning of section 3490 *et seq.* of the
12 Civil Code.

13 63. The conduct of which the Cities complain is especially injurious to the Cities.

14 64. Despite abundant notice and demands, defendants have failed and refused, and
15 continue to fail and refuse, to completely investigate, assess, monitor, and abate the nuisance.

16 65. Defendants have threatened to and will, unless restrained by this Court, continue to
17 maintain the nuisance and continue the acts complained of, and each and every act has been, and
18 will be, without the consent, against the will, and in violation of plaintiffs' rights.

19 66. As an actual and proximate result of the nuisance created by defendants, plaintiffs
20 have been, and will be, damaged in an amount to be determined, in excess of the jurisdictional limit
21 of this Court.

22 67. Unless defendants are restrained by order of this Court, it will be necessary for
23 plaintiffs to commence many successive actions against defendants to secure compensation for
24 damages sustained, thus requiring a multiplicity of suits, and the general public will be daily
25 threatened with harm to their health, safety, and recreational interests.

26 68. Plaintiffs have no plain, speedy, or adequate remedy at law, and injunctive relief
27 requiring immediate abatement of the nuisance is expressly authorized by Sections 526 and 731 of
28 the Code of Civil Procedure. Plaintiffs are entitled to an injunction requiring defendants to devise

1 and implement a plan to investigate, assess, contain, remediate, and monitor on an ongoing basis, all
2 harm to San Francisco waterfront property, marine life, and recreational opportunities at and about
3 the waterfront abutting the Bay, and the beaches along the Bay and Pacific Ocean.

4 69. In maintaining the nuisance, defendants are acting with full knowledge of the
5 consequences and damage being caused, and their conduct is willful, oppressive and malicious;
6 accordingly, the City is entitled to punitive damages against defendants.

7 **FIFTH CAUSE OF ACTION**
8 **(Trespass)**
9 **(By All Plaintiffs Against All Defendants)**

10 70. Plaintiffs reallege and incorporate by reference paragraphs 1 through 69 of this First
11 Amended Complaint.

12 71. Plaintiff San Francisco has complete authority to use, conduct, operate, maintain,
13 manage, regulate, improve and control the San Francisco Port, including without limitation property
14 conveyed to San Francisco in trust pursuant to the Burton Act and other property held in fee by the
15 City, and its facilities harmed or threatened by defendants' conduct, including piers, wharves,
16 pedestrian paths, seawalls, riprap, and marinas and harbors and their associated landside facilities
17 ("the property").

18 72. Beginning on November 7, 2007, and continuing to the present time, defendants,
19 without San Francisco's consent, trespassed on the property by causing the bunker fuel spill to
20 occur, failing to prevent the migration of the spilled fuel, and failing to remove the spilled product
21 from the marine environment, despite abundant notification of its obligation and opportunity to
22 perform.

23 73. As an actual and legal result of the trespass, San Francisco has been and continues to
24 be damaged in an amount to be determined, in excess of the jurisdictional limit of this Court.

25 **SIXTH CAUSE OF ACTION**
26 **(Unjust Enrichment)**
27 **(By San Francisco Against All Defendants)**

28 74. Plaintiffs reallege and incorporate by reference paragraphs 1 through 73 of this First
Amended Complaint.

1 harm to San Francisco waterfront property, marine life, and recreational interests at and about the
2 waterfront abutting the Bay, and the beaches along the Bay and Pacific Ocean.

3 3. For an order requiring defendants to disgorge to plaintiffs the value of all unjustly
4 retained benefits flowing from the commitment of volunteers' remediation activities in response to
5 the spill;

6 4. For civil penalties under Government Code section 8670.66, Business and
7 Professions Code section 17206, and any other applicable law;

8 5. For an award of reasonable costs and attorney's fees, under Government Code section
9 8670.56.5, subdivision (f); Code of Civil Procedure section 1033.5; and any other applicable law;

10 5. For punitive damages; and

11 6. For trial by jury of all issues so triable.

12 Dated: February 8, 2008

	<p>DENNIS J. HERRERA City Attorney THERESE M. STEWART Chief Deputy City Attorney DONALD P. MARGOLIS THOMAS S. LAKRITZ Deputy City Attorneys</p> <p>By <u>Thomas S. Lakritz</u> THOMAS S. LAKRITZ Deputy City Attorney</p> <p>Attorneys for Plaintiffs CITY AND COUNTY OF SAN FRANCISCO AND THE PEOPLE OF THE STATE OF CALIFORNIA</p>
<p>LOUISE H. RENNE City Attorney K. SCOTT DICKEY Chief Deputy City Attorney</p> <p>By _____ K. SCOTT DICKEY Chief Deputy City Attorney</p> <p>Attorneys for Plaintiff CITY OF RICHMOND</p>	<p>JOHN RUSSO City Attorney BARBARA PARKER Assistant City Attorney DORYANNA MORENO Supervising Deputy City Attorney</p> <p>By _____ DORYANNA MORENO Supervising Deputy City Attorney</p> <p>Attorneys for Plaintiff CITY OF OAKLAND</p>

1 harm to San Francisco waterfront property, marine life, and recreational interests at and about the
2 waterfront abutting the Bay, and the beaches along the Bay and Pacific Ocean.

3 3. For an order requiring defendants to disgorge to plaintiffs the value of all unjustly
4 retained benefits flowing from the commitment of volunteers' remediation activities in response to
5 the spill;


6 4. For civil penalties under Government Code section 8670.66, Business and
7 Professions Code section 17206, and any other applicable law;

8 5. For an award of reasonable costs and attorney's fees under Government Code section
9 8670.56.5, subdivision (f); Code of Civil Procedure section 1033.5; and any other applicable law;

10 5. For punitive damages; and

11 6. For trial by jury of all issues so triable.

12 Dated: February 8, 2008

	<p>DENNIS J. HERRERA City Attorney THERESE M. STEWART Chief Deputy City Attorney DONALD P. MARGOLIS THOMAS S. LAKRITZ Deputy City Attorneys</p> <p>By _____ THOMAS S. LAKRITZ Deputy City Attorney</p> <p>Attorneys for Plaintiffs CITY AND COUNTY OF SAN FRANCISCO AND THE PEOPLE OF THE STATE OF CALIFORNIA</p>
<p>LOUISE H. RENNE City Attorney K. SCOTT DICKEY Chief Deputy City Attorney</p> <p>By  K. SCOTT DICKEY Chief Deputy City Attorney</p> <p>Attorneys for Plaintiff CITY OF RICHMOND</p>	<p>JOHN RUSSO City Attorney BARBARA PARKER Assistant City Attorney DORYANNA MORENO Supervising Deputy City Attorney</p> <p>By _____ DORYANNA MORENO Supervising Deputy City Attorney</p> <p>Attorneys for Plaintiff CITY OF OAKLAND</p>

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5 the spill;

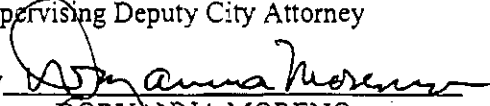
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7 Professions Code section 17206, and any other applicable law;

8 5. For an award of reasonable costs and attorney's fees under Government Code section
9 8670.56.5, subdivision (f); Code of Civil Procedure section 1033.5; and any other applicable law;

10 5. For punitive damages; and

11 6. For trial by jury of all issues so triable.

12 Dated: February 8, 2008

	<p>DENNIS J. HERRERA City Attorney THERESE M. STEWART Chief Deputy City Attorney DONALD P. MARGOLIS THOMAS S. LAKRITZ Deputy City Attorneys</p> <p>By _____ THOMAS S. LAKRITZ Deputy City Attorney</p> <p>Attorneys for Plaintiffs CITY AND COUNTY OF SAN FRANCISCO AND THE PEOPLE OF THE STATE OF CALIFORNIA</p>
<p>LOUISE H. RENNE City Attorney K. SCOTT DICKEY Chief Deputy City Attorney</p> <p>By _____ K. SCOTT DICKEY Chief Deputy City Attorney</p> <p>Attorneys for Plaintiff CITY OF RICHMOND</p>	<p>JOHN RUSSO City Attorney BARBARA PARKER Assistant City Attorney DORYANNA MORENO Supervising Deputy City Attorney</p> <p>By  DORYANNA MORENO Supervising Deputy City Attorney</p> <p>Attorneys for Plaintiff CITY OF OAKLAND</p>