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CITY AND COUNTY OF SAN FRANCISCO AND  
10 PEOPLE OF THE STATE OF CALIFORNIA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN FRANCISCO

13 UNLIMITED JURISDICTION

14 CITY AND COUNTY OF SAN  
FRANCISCO AND PEOPLE OF THE  
15 STATE OF CALIFORNIA,

16 Plaintiffs,

17 vs.

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

22 Defendants.

Case No.

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

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

## 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 San Francisco and its taxpayers to expend substantial sums of money for the  
16 deployment of City personnel for investigation, remediation, and monitoring of environmental  
17 conditions.

18 3. In this action, the City and County of San Francisco seeks compensation for all of its  
19 costs of investigating and responding to this catastrophic and wholly avoidable oil spill, including,  
20 without limitation, the costs incurred to assess the extent of the damage, mobilize and train  
21 volunteers, remedy damages caused by the spill, and monitor conditions for continuing impacts of  
22 the spill. The City also seeks to recover for the damage to natural resources and to recreational  
23 opportunities. The City also requests injunctive relief to require defendants to develop and  
24 implement a plan to assess, remediate, and monitor for as long as is necessary, all harm to property,  
25 marine life, and recreational interests caused by defendants' catastrophic blunder. The City  
26 Attorney in addition seeks civil penalties on behalf of the People of the State of California for  
27 defendants' violation of a host of laws designed to protect the delicate marine environment in and  
28 about the Bay.

1 **VENUE**

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

5 **PARTIES**

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

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

18 7. Plaintiffs are informed and believe and on that basis allege that defendant **REGAL**  
19 **STONE, LTD.** is, and at all relevant times was, the owner, operator or time-charterer of the Cosco  
20 Busan, and that this defendant has at all relevant times done business in the State of California by  
21 allowing its operation in California waters.

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

27 9. Plaintiffs are informed and believe and on that basis allege that defendant **HANJIN**  
28 **SHIPPING CO., LTD.** is, and at all relevant times was, the owner of the spilled bunker fuel,

1 and/or the owner, operator, or charterer of the ship, and that this defendant has at all relevant times  
2 done business in the State of California.

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

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

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

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

17 14. The true names or capacities, whether individual, corporate, associate, or otherwise,  
18 of DOE 1 through DOE 100 are unknown to plaintiffs, who therefore sue such defendants by such  
19 fictitious names, and who will amend this complaint to show their true names and capacities when  
20 ascertained. Plaintiffs are is informed and believe and thereon allege that each of the defendants  
21 designated as a DOE is responsible in some manner for the wrongs herein referred to and thereby  
22 proximately caused injuries and damages as alleged herein.

23 **FACTS**

24 15. Plaintiffs are informed and believe, and on that basis allege, the following facts: The  
25 M/V Cosco Busan is a 65,131-ton container ship, longer than 900 feet, constructed in or about  
26 2001. On November 7, 2007, the ship departed the Port of Oakland, bound for South Korea. It was  
27 required to follow a routine route through the San Francisco Bay toward the Golden Gate. That  
28 route included passing beneath the San Francisco-Oakland Bay Bridge. The ship's pilot intended to

1 steer between two bases supporting towers on the west span of the bridge. The spans were 2,200  
2 feet apart. The ship was only 131 feet wide. The pilot of the ship – defendant John J. Cota – failed  
3 to clear the "Delta" tower west of Yerba Buena Island and, as a result, the ship collided with the  
4 fender of the tower base.

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

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

14 18. As an actual and legal result of the spill, the public was prevented from enjoying the  
15 use of several beaches and San Francisco Port facilities, including wharves and piers, because of the  
16 risk of exposure to hazardous materials, bodily injury and property damage. The beaches included,  
17 without limitation, Baker Beach, Crissy Field, and China Beach.

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

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

- 23 a. Establishing an incident command post at Treasure Island to organize, on an ongoing  
24 basis, activities in response to the spill ("response activities"), assessment of damage,  
25 and monitoring;
- 26 b. Committing time, labor, and materials to identifying, assessing and cleaning up San  
27 Francisco property damaged by the oil spill, containing the oil slick caused by the  
28

1 spill, monitoring for continuing damage and otherwise minimizing and mitigating  
2 further damage;

- 3 c. Engaging fishermen and their vessels in the effort to clean up oil and attempt to save  
4 afflicted sea life, in the immediate aftermath of the oil spill;
- 5 d. Recruiting, training and supervising volunteers to perform cleanup activities and  
6 tasks to mitigate and minimize damage to natural resources, including beaches and  
7 wildlife;
- 8 e. Paying San Francisco employees for their time responding to the oil spill, which  
9 temporarily precluded these employees' performance of regular job duties;
- 10 f. Paying employees of the Port of San Francisco who were unable to occupy Port  
11 offices in the immediate aftermath of the spill in order to perform their regular job  
12 duties; and
- 13 g. Impressing San Francisco employees into performing duties on an overtime basis to  
14 respond on an urgent basis to the crisis created by the oil spill.

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

- 17 a. Anticipated rents, berthing, dockage and other fees, tax revenues and profit shares  
18 from fishing activities;
- 19 b. Anticipated income from canceled commuter ferry trips and pleasure excursions,  
20 including those to Alcatraz and Angel Islands;
- 21 c. Anticipated parking ticket revenues that could not be collected because of the  
22 deployment of San Francisco parking control officers to non revenue-producing  
23 duties; and
- 24 d. Anticipated tax revenues associated with impacts to tourism and business  
25 interruption of tenants and lessees of the Port of San Francisco.

26 22. Plaintiff San Francisco and the People of the State of California also have sustained  
27 damage through loss of the use and enjoyment of recreational and other opportunities afforded by  
28 the natural resources damaged or threatened by the spill, including, without limitation, the use of

1 public beaches, wharves, piers, pedestrian and bicycle paths, marinas, and seawalls. This damage  
2 includes, without limitation, losses arising from:

- 3 a. Prevention of the use of San Francisco marinas and harbors by recreational boaters;
- 4 b. Prevention of the use of Aquatic Park, public beaches, pedestrian and bicycle paths,  
5 and other San Francisco marine environments by pedestrians and bicyclists,  
6 swimmers, bathers, and waders, including cancellation of the planned swim from  
7 Alcatraz to Aquatic Park;
- 8 c. Cancellation of the planned triathlon at Treasure Island; and
- 9 d. Prevention of recreational and subsistence fishing off of San Francisco piers and  
10 wharves.

11 **FIRST CAUSE OF ACTION**  
12 **(Damages And Civil Penalties Under Lempert-Keene-Seastrand**  
13 **Oil Spill Prevention and Response Act)**  
14 **(Against All Defendants)**

15 23. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22 of this  
16 Complaint.

17 24. The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act, Government  
18 Code sections 8670.1, *et seq.* ("the Act") provides that "[a]ny responsible party, as defined in  
19 Section 8670.3 [of the Government Code], shall be absolutely liable without regard to fault for any  
20 damages incurred by any injured party which arise out of, or are caused by, the discharge or leaking  
21 of oil into or onto marine waters." (Gov.. Code, § 8670.56.5, subd. (a).)

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

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

1           27.     As the owner, operator, lessee, or charterer by demise of the vessel and owner or  
2 transporter of the discharged oil, defendant Hanjin Shipping Co., Ltd. is a responsible party that is  
3 absolutely liable under the Act.

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

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

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

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

12          32.     The bunker fuel that was discharged from the vessel is "oil" within the meaning of  
13 the Act, which defines "oil" as "any kind of petroleum, liquid hydrocarbon, or petroleum products  
14 or any fraction or residues therefrom, including ... bunker fuel ...." (Gov. Code, § 8670.3, subd.  
15 (n).)

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

18          34.     On November 7, 2007, defendants discharged or leaked bunker fuel into the San  
19 Francisco Bay, and are therefore absolutely liable without regard to fault for all damages that  
20 plaintiffs sustained or will sustain.

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

26          36.     In addition to those damages, alleged above, in any action brought by a county or  
27 city, the Act entitles such an entity to recover:  
28

- 1 a. Damages for injury to, destruction or loss of, natural resources, including, but not  
2 limited to, the reasonable costs of rehabilitating wildlife, habitat, and other resources  
3 and the reasonable costs of assessing that injury, destruction or loss. (Gov. Code, §  
4 8670.3, subd. (h)(3)); and
- 5 b. Damages for loss of use and enjoyment of natural resources, public beaches, and  
6 other public resources or facilities. (Gov. Code, § 8670.3, subd. (h)(7).)

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

9 38. Plaintiffs sustained a variety of forms of damage recoverable under the Act, in  
10 excess of the jurisdictional limit of this Court, including, without limitation, each of the forms of  
11 damage alleged in paragraphs 20 through 22, above.

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

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

24 41. Plaintiffs are informed and believe that defendants committed a violation of the Act,  
25 within the meaning of sections 8670.66, subdivisions (a) and (b), by discharging or spilling bunker  
26 fuel into the waters of the Bay, which are marine waters. Each day or partial day that the oil has  
27 remained and will remain in marine waters constitutes an additional violation.

1 42. Defendants are therefore liable for civil penalties under Government Code section  
2 8670.66 according to proof.

3 **SECOND CAUSE OF ACTION**  
4 **(Damages For Negligence)**  
5 **(Against All Defendants)**

6 43. Plaintiffs reallege and incorporate by reference paragraphs 1 through 42 of this  
7 Complaint.

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

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

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

26 46. Because defendant John J. Cota was at all relevant times acting within the course and  
27 scope of his employment or agency for each of the other defendants, each such other defendant is  
28 liable for the acts and omissions of defendant Cota on the basis of respondeat superior.

**THIRD CAUSE OF ACTION  
(Damages For Negligence Per Se)  
(Against All Defendants)**

1  
2  
3 47. Plaintiffs reallege and incorporate by reference paragraphs 1 through 46 of this  
4 Complaint.

5 48. Defendants violated several statutes, ordinances, or regulations, including, without  
6 limitation, the following statutes and implementing and related regulations and ordinances:

- 7 a. Government Code, § 8670.25
- 8 b. Government Code, § 8670.25.5
- 9 c. Government Code, § 8670.27
- 10 d. Government Code, § 8670.56.5;
- 11 e. Government Code, § 8670.57;
- 12 f. Government Code, § 8670.58;
- 13 g. Government Code, § 8670.62
- 14 h. Government Code, § 8670.64
- 15 i. Government Code, § 8670.66;
- 16 j. Government Code, § 8670.67.5;
- 17 k. Government Code, § 8670.69;
- 18 l. Fish & Game Code, § 5650;
- 19 m. Fish & Game Code, § 12015;
- 20 n. Harbors & Navigation Code, § 133;
- 21 o. Water Code, § 13350, subd. (a)(3); and
- 22 p. Water Code, § 13271, subs. (a) & (c).

23 49. Defendants' violation of statutes, ordinances, or regulations actually and legally  
24 caused injury and other harm to plaintiffs, as alleged herein.

25 50. Plaintiffs' harm resulted from an occurrence of the nature that these statutes,  
26 ordinances, or regulations were designed to prevent.

27 51. Plaintiffs are members of the class of persons for whose protection the statutes,  
28 ordinances, or regulations were adopted.

1 **FOURTH CAUSE OF ACTION**  
2 **(Damages For And Abatement of Nuisance)**  
3 **(Against All Defendants)**

4 52. Plaintiffs reallege and incorporate by reference paragraphs 1 through 51 of this  
5 Complaint.

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

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

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

14 56. The conduct of which San Francisco complains is specially injurious to San  
15 Francisco as the party with complete authority to use, conduct, operate, maintain, manage, regulate,  
16 improve, and control property at and about the San Francisco waterfront including, without  
17 limitation, property within the jurisdiction of the Port of San Francisco.

18 57. Despite abundant notice and demands, defendants have failed and refused, and  
19 continue to fail and refuse, to completely investigate, assess, monitor, and abate the nuisance.

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

23 59. As an actual and proximate result of the nuisance created by defendants, plaintiffs  
24 have been, and will be, damaged in an amount to be determined, in excess of the jurisdictional limit  
25 of this Court.

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



1 **SIXTH CAUSE OF ACTION**  
2 **(Unjust Enrichment)**  
3 **(Against All Defendants)**

4 67. Plaintiffs reallege and incorporate by reference paragraphs 1 through 66 of this  
5 Complaint.

6 68. The volunteers whom San Francisco recruited, trained and supervised performed  
7 hundreds or thousands of hours of service, including, without limitation, retrieving, treating and  
8 saving oiled birds and other marine life, cleaning up fouled beaches and other coastal property.

9 69. The volunteer service constituted a benefit to defendants, who were obligated by law  
10 to perform the work that the volunteers performed.

11 70. Defendants have unjustly retained and been enriched by the benefit of the volunteers'  
12 service, at the expense of San Francisco.

13 71. Defendants must disgorge to plaintiffs their unjustly retained benefit.

14 **SEVENTH CAUSE OF ACTION**  
15 **(Unfair Business Practices Act, Bus. & Profs. Code, § 17200)**  
16 **(Against All Defendants)**

17 72. The People reallege and incorporate by reference paragraphs 1 through 71 of this  
18 Complaint.

19 73. Section 17200 of the Business and Professions Code provides that unfair competition  
20 shall mean and include any "unlawful, unfair, or fraudulent business act or practices and unfair,  
21 deceptive, untrue or misleading advertising."

22 74. Each of the defendants' acts alleged herein was unlawful, unfair, and fraudulent,  
23 within the meaning, and in violation, of section 17200.

24 75. Violations of statutes, ordinances, or regulations constitute unlawful acts within the  
25 meaning of section 17200. Such provisions that defendants violated include, without limitation, the  
26 statutes, ordinances and regulations alleged in paragraph 48, above.

27 ///

28 ///

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1 **PRAYER FOR RELIEF**

2 Wherefore, plaintiffs pray for judgment against defendants as follows:

3 1. For damages in excess of the jurisdictional limit of this Court, in an amount to be  
4 determined at trial, including, without limitation, all damages necessary to compensate for the  
5 economic, real property, loss of use and enjoyment and natural resource damage alleged herein;

6 2. For an injunction requiring defendants to abate the nuisance and devise and  
7 implement a plan to investigate, assess, monitor, contain and remediate, on an ongoing basis, all  
8 harm to San Francisco waterfront property, marine life, and recreational interests at and about the  
9 waterfront abutting the Bay, and the beaches along the Bay and Pacific Ocean.

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

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

15 5. For an award of reasonable costs and attorney's fees under Government Code section  
16 8670.56.5, subdivision (f); Code of Civil Procedure section 1033.5; and any other applicable law;

17 5. For punitive damages; and

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

19 Dated: December 10, 2007

DENNIS J. HERRERA  
City Attorney  
THERESE M. STEWART  
Chief Deputy City Attorney  
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24 By: 

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26 Attorneys for Plaintiffs  
27 CITY AND COUNTY OF SAN FRANCISCO; and  
28 the PEOPLE OF THE STATE OF CALIFORNIA