

United States District Court
For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

FOSTER OGALA, et al.,)	Case No. 14-cv-173-SC
)	
Plaintiffs,)	ORDER GRANTING MOTION TO
)	<u>DISMISS</u>
v.)	
)	
CHEVRON CORP., et al.,)	
)	
Defendants.)	
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I. INTRODUCTION

Now before the Court is Defendants Chevron Corporation ("Chevron") and Chevron USA, Inc.'s ("CUSA") motion to dismiss Plaintiffs' Complaint. ECF No. 1 ("Compl."). The motion is fully briefed¹ and suitable for determination without oral argument per Civil Local Rule 7-1(b). For the reasons set forth below, Defendants' motion to dismiss is GRANTED, and Plaintiffs' claims are DISMISSED with leave to amend.

¹ ECF Nos. 13 ("Chevron MTD"), 25 ("Ogala Opp."), 27 ("Chevron Reply").

1 **II. BACKGROUND**

2 On January 16, 2012, an explosion occurred on the KS Endeavor,
3 an offshore rig drilling for natural gas in the North Apoi Field
4 off of the coast of Nigeria. The explosion caused a fire that
5 burned for forty-six days. Plaintiffs are persons who reside in
6 the Niger Delta region of southern Nigeria. Id. ¶ 6. The named
7 plaintiffs also claim to represent 65,000 other people "directly
8 affected by, interested in and having claims arising out of the
9 incident" Id. ¶ 9. They allege that they have suffered
10 losses to their livelihood, environmental damage, and health
11 problems as a result of the explosion and fire. Id. ¶ 3.

12 Defendants are three American corporations: Chevron
13 Corporation ("Chevron"), Chevron Investments, Inc. ("CII"), and
14 Chevron U.S.A., Inc. ("CUSA") (collectively "Defendants").²
15 Plaintiffs allege that the KS Endeavor was negligently operated by
16 KS Drilling under the management of Chevron Nigeria Limited
17 ("CNL"). Id. ¶¶ 2, 5, 21. CNL is a wholly owned subsidiary of
18 CII, which in turn is a wholly owned subsidiary of Chevron. Id.
19 ¶¶ 10-11. CNL is not named as a defendant in this action.
20 Defendants have moved to dismiss for failure to state a claim under
21 Federal Rule of Civil Procedure 12(b)(6).

22
23 **III. LEGAL STANDARD**

24 A motion to dismiss under Federal Rule of Civil Procedure
25 12(b)(6) "tests the legal sufficiency of a claim." Navarro v.

26 ² CII has not participated in this motion. Chevron and CUSA state
27 that Plaintiffs have not served the summons and complaint on CII.
28 Chevron MTD at 1 n.1. Federal Rule of Civil Procedure 4 specifies
the requirements for properly serving a defendant.

1 Block, 250 F.3d 729, 732 (9th Cir. 2001). "Dismissal can be based
2 on the lack of a cognizable legal theory or the absence of
3 sufficient facts alleged under a cognizable legal theory."
4 Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir.
5 1988). "When there are well-pleaded factual allegations, a court
6 should assume their veracity and then determine whether they
7 plausibly give rise to an entitlement to relief." Ashcroft v.
8 Iqbal, 556 U.S. 662, 679 (2009). However, "the tenet that a court
9 must accept as true all of the allegations contained in a complaint
10 is inapplicable to legal conclusions. Threadbare recitals of the
11 elements of a cause of action, supported by mere conclusory
12 statements, do not suffice." Id. (citing Bell Atl. Corp. v.
13 Twombly, 550 U.S. 544, 555 (2007)). The allegations made in a
14 complaint must be both "sufficiently detailed to give fair notice
15 to the opposing party of the nature of the claim so that the party
16 may effectively defend against it" and "sufficiently plausible"
17 such that "it is not unfair to require the opposing party to be
18 subjected to the expense of discovery." Starr v. Baca, 652 F.3d
19 1202, 1216 (9th Cir. 2011).

21 **IV. DISCUSSION**

22 **A. Imputing CNL's Liability to Defendants**

23 Plaintiffs claim that Defendants are liable for CNL's actions.
24 However, "[i]t is a general principle of corporate law deeply
25 ingrained in our economic and legal systems that a parent
26 corporation . . . is not liable for the acts of its subsidiaries."
27 United States v. Bestfoods, 524 U.S. 51, 61 (1998) (internal
28 quotation marks omitted). To recover against Defendants,

1 Plaintiffs must establish that this principle of corporate law does
2 not apply in this case and that Chevron, CII, and CUSA are liable
3 for CNL's actions in Nigeria. While Plaintiffs are correct that
4 the application of exceptions to this general principle is highly
5 fact-sensitive, Ogala Opp. at 11-12, they still must plead facts
6 which, if true, would plausibly render Defendants liable for CNL's
7 acts. Plaintiffs pursue liability under two exceptions to the
8 normal rule that a corporation is not liable for its subsidiary's
9 actions.

10 **1. Alter Ego**

11 Plaintiffs first argue that Defendants are liable for CNL's
12 actions under the alter ego doctrine. This doctrine allows courts
13 to pierce the corporate veil and hold a corporation's owners liable
14 for the corporation's acts. A corporation may be held liable as
15 the alter ego of another corporation if (1) there is such unity of
16 interest and ownership that the separate personalities of the two
17 entities no longer exist and (2) failure to disregard the corporate
18 form would cause an inequitable result. Sonora Diamond Corp. v.
19 Superior Court, 83 Cal. App. 4th 523, 538 (Cal. Ct. App. 2000)
20 (citing Automotriz Del Golfo De California v. Resnick, 47 Cal. 2d
21 792, 796 (Cal. 1957)). Corporations are the alter egos of those
22 controlling them when "the corporate form is used to perpetrate a
23 fraud, circumvent a statute, or accomplish some other wrongful or
24 inequitable purpose." Id.

25 Plaintiffs have pleaded a number of factual allegations
26 relevant to the unity of interest and ownership factor. The Court
27 notes, however, that Plaintiffs refer to Chevron, CII, CUSA, and
28 CNL collectively as "Chevron" throughout the Complaint. Compl.

1 ¶ 2. It is consequently impossible to tell whether allegations
2 refer to a defendant, multiple defendants, or CNL (which is not a
3 party). As a result, it is extremely difficult to determine
4 whether the Complaint states a plausible claim against any one
5 defendant. Plaintiffs also note that any reference made in the
6 Complaint to any conduct committed by Chevron, CII, CUSA, or CNL
7 shall be deemed to mean the conduct of all defendants. Id. ¶ 15.
8 This compounds the confusion by converting the Complaint's more
9 specific references to individual defendants, or to CNL, into
10 references to all defendants. The effect is to render the
11 Complaint so vague that it is an exercise in futility to attempt to
12 determine which defendants (or non-parties) are referred to at
13 various points. Nonetheless, the Court proceeds to attempt to
14 parse the factual allegations of the complaint despite the
15 confusion introduced by these methods of referring to Chevron, CII,
16 CUSA, and CNL.

17 Plaintiffs claim that CUSA "employs various U.S.-based
18 personnel who are responsible for providing oversight, supervision
19 and planning for the business operations of CNL" Id. ¶ 12.
20 Plaintiffs allege that "CUSA exercised substantial control over
21 CNL's operations." Id. CNL also apparently shared staff and
22 executives with Defendants: Plaintiffs allege that many CNL
23 employees, "including those at the top," were employees of or
24 working on assignment from Defendants. Id. ¶ 13. These are all
25 factual allegations which the Court must presume to be true in
26 ruling on the motion to dismiss. However, the Court cannot read
27 these allegations -- as Plaintiffs urge it to -- as allegations
28 against all defendants. Plaintiffs must plead specific facts that

1 implicate each defendant they name, and the Court finds that these
2 facts implicate only CUSA.

3 In addition to these sound factual allegations, Plaintiffs add
4 a number of remarkably convoluted disjunctive accusations. For
5 example, Plaintiffs allege that "Chevron Corp. and/or Chevron
6 Investments, and/or CUSA commissioned the acts complained of and/or
7 authorized CNL in the commission of the acts alleged herein, and/or
8 ratified the acts of CNL alleged herein." Id. ¶ 8. While a
9 simpler version of that sentence might be classified as a factual
10 allegation, Plaintiffs include so many alternative options that it
11 is impossible to determine exactly what is alleged or which parties
12 are allegedly responsible for it. As another example, Plaintiffs
13 allege that:

14 [D]ecisions taken as regards the continuing drilling
15 despite the build-up of dangerous and harmful gases were
16 actually taken by or known of or should have been known
17 of and/or participated in, and/or authorized by; and/or
18 paid for by, and/or benefitted and/or confirmed by,
19 and/or ratified by Chevron Corp.

20 Id. ¶ 12. Here, the accusation seems to be aimed at Chevron alone.
21 However, the disclaimer that references to Chevron should be deemed
22 references to all defendants renders the allegation hopelessly
23 unspecific. Additionally, the allegation itself is so ambiguous
24 and conditional that it is unclear what Plaintiffs claim Chevron
25 actually did. There are multiple theories of Chevron's involvement
26 that might support liability, but Plaintiffs choose a few that
27 might be sufficient and a few that are undoubtedly insufficient and
28 lump them all together into a single incoherent sentence. Not only
are these claims inadequately detailed, they are the sort of bare
recitations of the elements of a claim that are not entitled to a

1 presumption of truth under Twombly and Iqbal.

2 The facts in Plaintiffs' complaint cannot support alter ego
3 liability. The few sufficiently detailed facts relate only to CUSA
4 and resemble those standard consequences of corporate ownership
5 inadequate to demonstrate an alter ego. Even if those facts were
6 sufficient to demonstrate the unity of interest and ownership
7 required, Plaintiffs must also plead facts indicating that failure
8 to disregard the corporate form would result in injustice. To
9 state claims against Defendants as alter egos of CNL, Plaintiffs
10 must plead more facts with much more specificity than they do in
11 this first iteration of their complaint. Because Plaintiffs have
12 failed to plead sufficient facts to render Defendants liable for
13 CNL's actions, they fail to state a claim for which relief may be
14 granted.

15 **2. Agency**

16 Plaintiffs also claim that Defendants are liable for CNL's
17 acts because CNL was Defendants' agent. Corporate agency arises
18 most frequently in the context of assessing minimum contacts for
19 jurisdictional purposes, rather than liability. See, e.g., Sonora
20 Diamond, 83 Cal. App. 4th at 540-42; F. Hoffman-La Roche, Inc. v.
21 Superior Court, 130 Cal. App. 4th 782, 796-99 (Cal. Ct. App. 2005).
22 However, a principal is liable for the acts of his agent "within
23 the scope his actual or ostensible authority." Cal. Civ. Code §
24 2330. A principal is liable for his agent's negligence "in the
25 transaction of the business of the agency", Id. § 2338, or where
26 the principal has authorized or ratified the agent's conduct. Id.
27 § 2339. Therefore, if Plaintiffs can prove that CNL was
28 Defendants' agent and that CNL committed tortious acts within the

1 scope of that agency, those acts may be imputed to Defendants.

2 A corporate subsidiary is the agent of its parent if "the
3 nature and extent of the control exercised over the subsidiary by
4 the parent is so pervasive and continual that the subsidiary may be
5 considered nothing more than an agent or instrumentality of the
6 parent, notwithstanding the maintenance of separate corporate
7 formalities" Sonora Diamond, 83 Cal. App. 4th at 541.
8 Agency requires more than "the degree of direction and oversight
9 normal and expected from the status of ownership." Id. at 540.
10 Factors such as "interlocking directors and officers, consolidated
11 reporting, and shared professional services" are expected in the
12 normal course of a parent/subsidiary relationship and do not create
13 a principal/agent relationship. Id. at 541. "As a practical
14 matter, the parent must be shown to have moved beyond the
15 establishment of general policy and direction for the subsidiary
16 and in effect taken over performance of the subsidiary's day-to-day
17 operations in carrying out that policy." Id. at 542.

18 The Court finds that Plaintiffs have failed to plead facts
19 sufficient to give rise to agency liability for any defendant.
20 Plaintiffs have not alleged any facts indicating that Defendants
21 took over CNL's day-to-day operations. Plaintiffs need not produce
22 evidence at this stage in the litigation, but they must plead facts
23 which, if true, would create liability for each defendant they
24 name. In this case, that means facts demonstrating that each
25 defendant exercised the requisite control over CNL and that CNL
26 acted within the scope of its agency or that Defendants ratified
27 its actions. Plaintiffs fail to state a claim that renders
28 Defendants liable as principals of CNL.

1 **B. Injury in Fact**

2 Defendants next argue that Plaintiffs have failed to plead an
3 injury in fact adequate to confer standing. "To establish the
4 irreducible constitutional minimum of standing, a plaintiff
5 invoking federal jurisdiction must establish injury in fact,
6 causation, and a likelihood that a favorable decision will redress
7 the plaintiff's alleged injury." Carrico v. City & Cnty. of San
8 Francisco, 656 F.3d 1002, 1005 (9th Cir. 2011) (internal quotation
9 marks omitted). An injury in fact is "an invasion of a legally
10 protected interest which is . . . concrete and particularized."
11 Lujan v. Defenders of Wildlife, 504 U.S. 555, 560 (1992).
12 Plaintiffs do not respond to this argument in their opposition
13 brief, except for a brief statement that "[t]he types of claimed
14 injuries and economic damage sustained are also stated with
15 particularity." Ogala Opp. at 16. While Plaintiffs may be correct
16 that the Complaint states the types of injuries they allege, more
17 is required. Simply listing various types of harm does not create
18 a plausible claim that a concrete and particularized invasion of a
19 legally protected interest has occurred. See, e.g. In re Toyota
20 Motor Corp., 785 F. Supp. 2d 883, 901 (C.D. Cal. 2011) ("[T]here
21 must be specific allegations that each lead Plaintiff suffered some
22 loss.").

23 In their complaint, Plaintiffs allege that they have suffered
24 (1) "losses to their livelihood; environmental disaster impacting
25 upon food and water supplies; health problems," Compl. ¶ 3; (2)
26 significant economic damages and loss of business, Id. ¶ 9; (3)
27 "dead or diseased fish and livestock, contaminated water and soil
28 and general health breakdown within the communities," Id. ¶ 25; (4)

1 physical injuries and/or property damage, Id. ¶ 50; and (5)
2 pollution of rivers and creeks, Id. ¶ 53.

3 Defendants are correct that the Complaint fails to support
4 these conclusory allegations with sufficient facts. There is no
5 discussion whatsoever of how a fire on an offshore rig damaged the
6 businesses, livelihoods, property, or health of Dr. Ogala or any of
7 the other plaintiffs in this case. Plaintiffs make claims about
8 damage to fish, livestock, contamination of water and soil, and
9 "general health breakdown." Id. ¶ 25. But there are no
10 allegations that the damaged livestock belonged to Plaintiffs, that
11 the Plaintiffs' livelihoods depended on fisheries, that the
12 contaminated water or soil harmed them or their property, or that
13 the "general health breakdown" affected them. As for the claims of
14 property damage and physical injury, there are no allegations that
15 the fire ever spread from the KS Endeavor. Plaintiffs need to
16 allege facts that make their damages claims plausible; in this
17 case, they need facts that indicate how the fire actually harmed
18 them. Cf. Brown v. Whirlpool Corp., 3:13CV1092, 2014 WL 546082
19 (N.D. Ohio Feb. 10, 2014) (dismissing trespass claim where
20 complaint failed to plausibly allege that toxic materials had
21 migrated from the dumping grounds to their properties). Absent
22 some indication of what property was damaged, who suffered what
23 physical injuries, and how the damage or injuries resulted from
24 Defendants' conduct, the Court finds that Plaintiffs fail to state
25 a plausible claim that they suffered an injury in fact sufficient
26 to confer standing.

27 **C. Standing for Unnamed Plaintiffs**

28 The named plaintiffs in this action purport to represent some

1 65,000 other members of the Nigerian communities affected by the
2 explosion and fire. Compl. ¶¶ 4, 9. Defendants argue that the
3 named plaintiffs have no standing to assert claims on behalf of
4 other members of their communities. Chevron MTD at 16-17.
5 Plaintiffs respond by explaining that it is common practice in
6 Nigeria for large groups of plaintiffs to sign onto a lawsuit by
7 executing powers of attorney. Ogala Opp. at 17-18. Regardless of
8 the regular practice in Nigeria, the Federal Rules of Civil
9 Procedure require that an action "be prosecuted in the name of the
10 real party in interest" unless the named party is an executor,
11 administrator, guardian, bailee, trustee, party to a contract in
12 another's benefit, or other party authorized by statute to bring
13 suit on behalf of someone else. Fed. R. Civ. P. 17(a)(1).
14 Plaintiffs have standing to seek redress for injuries done to them,
15 "but may not seek redress for injuries done to others." Moose
16 Lodge No. 107 v. Irvis, 407 U.S. 163, 166 (1972). A power of
17 attorney is insufficient to confer standing. See Johns v. Cnty. of
18 San Diego, 114 F.3d 874, 876 (9th Cir. 1997) (power of attorney did
19 not give plaintiff the right to assert another's constitutional
20 claims); Advanced Magnetics, Inc. v. Bayfront Partners, Inc., 106
21 F.3d 11, 18 (2d Cir. 1997) ("[A] power of attorney does not enable
22 the grantee to bring suit in his own name.").

23 Alternatively, Plaintiffs may claim to represent a class under
24 Rule 23. Plaintiffs here never expressly purport to represent a
25 class, though they claim the Class Action Fairness Act as an
26 alternative basis for reaching the amount-in-controversy threshold
27 for diversity jurisdiction. Ogala Opp. at 3. The local rules in
28 this District require actions that seek to be maintained as a class

1 action to bear the legend "Class Action" on the first page. Civ.
2 L. R. 3-4(a)(5). No such legend appears on Plaintiffs' Complaint,
3 nor do Plaintiffs claim anywhere in the Complaint to represent a
4 class. As a result, the Court must conclude that this is not a
5 purported class action. The Court finds that the named plaintiffs
6 do not have standing to represent other members of their
7 communities based on this Complaint. Any claims asserted in the
8 Complaint on behalf of unnamed non-parties are DISMISSED with leave
9 to amend.

10 **D. Federal Jurisdiction**

11 Plaintiffs state that this Court has jurisdiction over their
12 claims under both federal question and diversity jurisdiction.
13 Compl. ¶ 7. Federal question jurisdiction exists for "all civil
14 actions arising under the Constitution, laws, or treaties of the
15 United States." 28 U.S.C. § 1331. Diversity jurisdiction exists
16 where the amount in controversy exceeds \$75,000 and the action is
17 between citizens of a foreign state and citizens of a U.S. state.
18 Id. § 1332(a).

19 Defendants argue that none of Plaintiffs' claims arise under
20 federal law, and so federal question jurisdiction does not exist.
21 Plaintiffs do not dispute this. All of their claims arise under
22 California law or Nigerian law. The Court finds that it does not
23 have federal question jurisdiction over Plaintiffs' claims.

24 Defendants also argue that the Court lacks diversity
25 jurisdiction. Plaintiffs are all Nigerian citizens, and Defendants
26 are all American corporations. Compl. ¶¶ 9-12. Therefore, this is
27 a lawsuit between citizens of a foreign state and citizens of U.S.
28 states, and complete diversity exists. However, Defendants contend

1 that Plaintiffs cannot meet the \$75,000 amount-in-controversy
2 requirement. Chevron MTD at 15. A federal court lacks
3 jurisdiction over an action between diverse parties only if it
4 appears "to a legal certainty" that the plaintiff cannot recover
5 the amount claimed. St. Paul Mercury Indem. Co. v. Red Cab Co.,
6 303 U.S. 283, 289 (1938).

7 Plaintiffs claim a sum of \$5 billion in damages. Compl. ¶ 9.
8 Defendants argue that Plaintiffs cannot aggregate their claims to
9 reach the \$75,000 threshold and that \$75,000 per plaintiff is an
10 implausible damages estimate because the GDP per capita in the
11 region of Nigeria where Plaintiffs live is \$2,544. Chevron MTD at
12 15. Plaintiffs insist that their damages exceed \$75,000.
13 Ultimately, the Court cannot assess the reasonableness of
14 Plaintiffs' damages estimates because of the lack of specificity in
15 their Complaint. Due to that defect in the pleadings, and the fact
16 that the Court dismisses this action on other grounds, the Court
17 declines to rule on the amount-in-controversy issue at this time.

18 As an alternate argument, Plaintiffs argue that diversity
19 jurisdiction exists under the Class Action Fairness Act ("CAFA") of
20 2005. Ogala Opp. at 3. CAFA provides for federal diversity
21 jurisdiction over class actions in which the amount in controversy
22 exceeds \$5 million, any member of the plaintiff class is a foreign
23 citizen, and any defendant is a citizen of a U.S. state. 28 U.S.C.
24 § 1332(d). CAFA defines a class action as "any action filed under
25 rule 23 of the Federal Rules of Civil Procedure." Id. at
26 §1332(d)(1)(B); see also United Steel Workers Int'l Union v. Shell
27 Oil Co., 602 F.3d 1087, 1091 (9th Cir. 2010) (holding that
28 jurisdiction under CAFA is determined at time of filing and that

1 post-filing developments do not defeat jurisdiction). As discussed
2 above, there is no indication in the Complaint that this action was
3 filed as a class action, and the Court cannot treat it as one. If
4 Plaintiffs seek to establish diversity jurisdiction under CAFA,
5 they must file their case as a class action.

6 **E. Nuisance Claim**

7 Plaintiffs' fourth cause of action is nuisance. The complaint
8 does not specify whether Plaintiffs bring this claim under Nigerian
9 law or California law, but both parties analyze the claim under
10 California law. See Chevron MTD at 17; Ogala Opp. at 18-19. The
11 Complaint also fails to specify whether Plaintiffs bring a private
12 or public nuisance claim, but Plaintiffs pursue both claims in
13 their opposition brief. Ogala Opp. at 19. Chevron argues that
14 Plaintiffs have failed to state a claim for either.

15 Under California law, a private person may bring a claim for
16 public nuisance only if the injury he suffers is different in kind
17 from that suffered by public at large. Cal. Civ. Code § 3493 ("A
18 private person may maintain an action for a public nuisance, if it
19 is specially injurious to himself, but not otherwise."). As
20 discussed previously, the Complaint alleges only vague categories
21 of injuries that apply broadly to Plaintiffs' communities. There
22 is no discussion of any specific injury to the named Plaintiffs
23 individually. Therefore, the Complaint fails to state a claim for
24 public nuisance.

25 "A private nuisance cause of action requires the plaintiff to
26 prove an injury specifically referable to the use and enjoyment of
27 his or her land." Adams v. MHC Colony Park Ltd. P'ship, 224 Cal.
28 App. 4th 601, 610 (Cal. Ct. App. 2014). Plaintiffs' recitals of

1 various categories of injuries again fail to establish a plausible
2 claim. To plead a claim for private nuisance, Plaintiffs must
3 plead facts showing that Defendants' actions interfered with
4 Plaintiffs' use and enjoyment of Plaintiffs' land. There are no
5 such claims in the Complaint. In fact, the Complaint does not even
6 state that Plaintiffs own any land at all. Plaintiffs' Complaint
7 fails to state a claim for private nuisance as well. Plaintiffs'
8 nuisance claims are DISMISSED with leave to amend.

9 **F. Negligent Infliction of Emotional Distress**

10 As Defendants point out, Plaintiffs list negligent infliction
11 of emotional distress as a cause of action in the caption of their
12 Complaint but fail to plead it anywhere in the Complaint's body.
13 In their opposition brief, Plaintiffs do not suggest that negligent
14 infliction of emotional distress is a distinct cause of action.
15 Nor should they: "[T]here is no independent tort of negligent
16 infliction of emotional distress" under California law. Potter v.
17 Firestone Tire & Rubber Co., 6 Cal. 4th 965, 984 (Cal. 1993).
18 Plaintiffs may plead emotional distress damages for their
19 negligence claim, but they may not assert negligent infliction of
20 emotional distress as a separate cause of action. To the extent
21 that Plaintiffs claim negligent infliction of emotional distress as
22 an independent cause of action under California law, that claim is
23 DISMISSED with prejudice.

24
25 **V. CONCLUSION**

26 For the foregoing reasons, the Court GRANTS Defendants' motion
27 to dismiss. Plaintiffs' Complaint is DISMISSED with leave to
28 amend. Plaintiffs shall file an amended complaint that addresses

1 the concerns identified above within thirty (30) days of the
2 signature date of this Order. Failure to do so may result in
3 dismissal of this action with prejudice.

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IT IS SO ORDERED.

Dated: May 19, 2014


UNITED STATES DISTRICT JUDGE