



1 strike the class action allegations. The motion is fully briefed<sup>1</sup>  
2 and suitable for determination without oral argument per Civil  
3 Local Rule 7-1(b). For the reasons set forth below, Defendant  
4 Chevron's motion to dismiss is GRANTED, Plaintiffs' claims are  
5 DISMISSED WITH LEAVE TO AMEND, and Chevron's motion to strike is  
6 DENIED.

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8 **II. BACKGROUND**

9 On January 16, 2012, an explosion occurred on the KS Endeavor,  
10 an offshore rig drilling for natural gas in the North Apoi Field  
11 off of the coast of Nigeria. The explosion caused a fire that  
12 burned for forty-six days. Plaintiffs are persons who reside in  
13 the Niger Delta region of southern Nigeria. FAC ¶ 4. The named  
14 plaintiffs also claim to represent 65,000 other people "directly  
15 affected by, interested in and having claims arising out of the  
16 incident . . . ." Id. ¶ 12. They allege that they have suffered  
17 losses to their livelihood, environmental damage, and health  
18 problems as a result of the explosion and fire. Id. ¶ 3.

19 Plaintiffs initially named three defendants: Chevron, Chevron  
20 U.S.A., Inc., and Chevron Investments, Inc. Plaintiffs have  
21 voluntarily dismissed their claims against Chevron U.S.A. and  
22 Chevron Investments, ECF Nos. 35; 36, so Chevron is the only  
23 remaining defendant in the case. Plaintiffs allege that the KS  
24 Endeavor was negligently operated by Chevron Nigeria Limited  
25 ("CNL") under Chevron's direction. Id. ¶ 2. CNL is owned by  
26 Chevron Investments, which in turn is a wholly owned subsidiary of

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28 <sup>1</sup> ECF Nos. 38 ("Mot."), 40 ("Opp'n"), 42 ("Reply").

1 Chevron. Id. ¶¶ 13-14. CNL is not named as a defendant in this  
2 action. Specifically, Plaintiffs allege that Chevron was aware of  
3 equipment failures, smoke, and a dangerous buildup of gas on the KS  
4 Endeavor. Plaintiffs allege that Chevron negligently ordered  
5 drilling to continue (or sanctioned CNL's decision to continue  
6 drilling), resulting in the ensuing explosion. Id. ¶ 26. Chevron  
7 has moved to dismiss for failure to state a claim under Federal  
8 Rule of Civil Procedure 12(b)(6) and to strike Plaintiffs' class  
9 action allegations.

10  
11 **III. LEGAL STANDARD**

12 **A. Motion to Dismiss**

13 A motion to dismiss under Federal Rule of Civil Procedure  
14 12(b)(6) "tests the legal sufficiency of a claim." Navarro v.  
15 Block, 250 F.3d 729, 732 (9th Cir. 2001). "Dismissal can be based  
16 on the lack of a cognizable legal theory or the absence of  
17 sufficient facts alleged under a cognizable legal theory."  
18 Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir.  
19 1988). "When there are well-pleaded factual allegations, a court  
20 should assume their veracity and then determine whether they  
21 plausibly give rise to an entitlement to relief." Ashcroft v.  
22 Iqbal, 556 U.S. 662, 679 (2009). However, "the tenet that a court  
23 must accept as true all of the allegations contained in a complaint  
24 is inapplicable to legal conclusions. Threadbare recitals of the  
25 elements of a cause of action, supported by mere conclusory  
26 statements, do not suffice." Id. (citing Bell Atl. Corp. v.  
27 Twombly, 550 U.S. 544, 555 (2007)). The allegations made in a  
28 complaint must be both "sufficiently detailed to give fair notice

1 to the opposing party of the nature of the claim so that the party  
2 may effectively defend against it" and "sufficiently plausible"  
3 such that "it is not unfair to require the opposing party to be  
4 subjected to the expense of discovery." Starr v. Baca, 652 F.3d  
5 1202, 1216 (9th Cir. 2011).

6 **B. Leave to Amend**

7 When a motion to dismiss is granted, a district court must  
8 decide whether to grant leave to amend. Generally, the Ninth  
9 Circuit has a liberal policy favoring amendments and, thus, leave  
10 to amend should be freely granted. See, e.g., DeSoto v. Yellow  
11 Freight Sys., Inc., 957 F.2d 655, 658 (9th Cir. 1992). However, a  
12 court does not need to grant leave to amend in cases where the  
13 court determines that permitting a plaintiff to amend would be an  
14 exercise in futility. See, e.g., Rutman Wine Co. v. E. & J. Gallo  
15 Winery, 829 F.2d 729, 738 (9th Cir. 1987) ("Denial of leave to  
16 amend is not an abuse of discretion where the pleadings before the  
17 court demonstrate that further amendment would be futile.").

18 **C. Motion to Strike**

19 There is a split in this District as to whether a motion to  
20 strike class action allegations may be entertained at the motion to  
21 dismiss stage. Several judges have held that they may not be. See  
22 Tasion Commc'ns, Inc. v. Ubiquiti Networks, Inc., C-13-1803 EMC,  
23 2014 WL 1048710, at \*3-4 (N.D. Cal. Mar. 14, 2014) (Chen, J.)  
24 (denying motion to strike class action allegations because Rule  
25 12(f) is not the proper vehicle for such a motion)<sup>2</sup>; Clerkin v.

26 <sup>2</sup> Puzzlingly, Chevron cites Tasion for the proposition that "class  
27 allegations properly are addressed on the pleadings under Rule  
28 12(b)(6)." Mot. at 14. In fact, Tasion held the opposite. Judge  
Chen did recognize that "[c]ourts have held previously that, in

1 MyLife.Com, C 11-00527 CW, 2011 WL 3809912, at \*3 (N.D. Cal. Aug.  
2 29, 2011) (Wilken, J.) ("Defendants fail to identify any authority  
3 permitting the use of a motion to dismiss for failure to state a  
4 claim to contest the suitability of class certification."); Astiana  
5 v. Ben & Jerry's Homemade, Inc., C 10-4387 PJH, 2011 WL 2111796, at  
6 \*13-14 (N.D. Cal. May 26, 2011) (Hamilton, J.) ("[S]uch a motion  
7 appears to allow a determination of the suitability of proceeding  
8 as a class action without actually considering a motion for class  
9 certification."); Swift v. Zynga Game Network, Inc., C 09-05443  
10 SBA, 2010 WL 4569889, at \*10 (N.D. Cal. Nov. 3, 2010) (Armstrong,  
11 J.) (denying motion to strike class action allegations based on  
12 Ninth Circuit precedent indicating that Rule 12(f) is not the  
13 proper vehicle for such a motion).

14 Other judges have held that a motion to strike class action  
15 allegations may be brought (but granted only rarely) at the motion  
16 to dismiss stage. See Allagas v. BP Solar Int'l Inc., C 14-00560  
17 SI, 2014 WL 1618279, at \*3 (N.D. Cal. Apr. 21, 2014) (Illston, J.)  
18 ("A defendant may move to strike class actions prior to discovery  
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20 rare circumstances, class allegations may be struck where 'the  
21 complaint demonstrates that a class action cannot be maintained on  
22 the facts alleged, a defendant may move to strike class allegations  
23 prior to discovery.'" Tasion, 2014 WL 1048710 at \*3. However,  
24 Judge Chen ultimately decided "that the viability of this case law  
25 is questionable in light of the Ninth Circuit's decision in  
26 Whittlestone, Inc. v. Handi-Craft Co., 618 F.3d 970 (9th Cir.  
27 2010)." Id. Because Whittlestone limited motions to strike to  
28 certain issues not including class action allegations, Judge Chen  
denied the motion. Chevron may have been confused because Judge  
Chen did dismiss the Tasion plaintiffs' class action allegations  
with respect to one count. However, he did so only because the  
underlying cause of action expressly prohibited class actions  
seeking monetary relief. Dismissing a cause of action because it  
is explicitly prohibited by law is entirely different from what  
Chevron requests here: essentially a denial of a motion to certify  
the class at the motion to dismiss stage.

1 where the complaint demonstrates a class action cannot be  
2 maintained on the facts alleged therein.")<sup>3</sup>; In re Apple, AT&T iPad  
3 Unlimited Data Plan Litig., C-10-02553 RMW, 2012 WL 2428248, at \*2-  
4 3 (N.D. Cal. June 26, 2012) (Whyte, J.) (motions to strike class  
5 action allegations may be brought at the motion to dismiss stage  
6 but are disfavored); Sanders v. Apple Inc., 672 F. Supp. 2d 978,  
7 990 (N.D. Cal. 2009) (Fogel, J.) ("Where the complaint demonstrates  
8 that a class action cannot be maintained on the facts alleged, a  
9 defendant may move to strike class allegations prior to  
10 discovery."). Even these judges, however, have applied a very  
11 strict standard to motions to strike class allegations on the  
12 pleadings. Only if the court is "convinced that any questions of  
13 law are clear and not in dispute, and that under no set of  
14 circumstances could the claim or defense succeed" may the  
15 allegations be stricken. In re iPad Unlimited Data Plan Litig.,  
16 2012 WL 2428248 at \*2; see also Allagas, 2014 WL 1618279, at \*3;  
17 Sanders, 672 F. Supp. 2d at 990. Of these judges, only Judge Fogel  
18 actually granted a motion to strike.

#### 20 **IV. DISCUSSION**

##### 21 **A. The Negligence Claims**

##### 22 **1. Imputing CNL's Liability to Chevron**

23 One of the bases on which the Court dismissed Plaintiffs'  
24 original complaint was that Plaintiffs had failed to plead facts

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25 <sup>3</sup> Though Judge Illston did recognize that such motions may be  
26 brought, she observed that "[m]otions to strike class action  
27 allegations are rarely granted at the pleading stage. The better  
28 practice is to assess class allegations through a motion for class  
certification." Allagas, 2014 WL 1618279, at \*6. She proceeded to  
deny the motion to strike without analyzing its merits.

1 sufficient to implicate the defendants, including Chevron. The  
2 original complaint made generally unsupported legal assertions that  
3 Chevron was responsible for CNL's activities in Nigeria but did not  
4 include factual allegations to support those claims. Chevron  
5 argues that the FAC suffers from the same deficiency.

6 Plaintiffs have added a number of additional factual  
7 allegations to the amended complaint. With respect to Chevron's  
8 corporate structure, Plaintiffs allege that many of CNL's employees  
9 were also Chevron employees who "ultimately were working on  
10 assignment from Chevron Corp." FAC ¶ 17. Plaintiffs further  
11 allege that CNL's "[p]ersonnel were selected by [Chevron] and under  
12 the control and direction of Chevron" and that Chevron "authorized  
13 pay, bonuses and job rotations" for CNL employees.

14 Regarding the allegedly negligent decision to continue  
15 drilling, Plaintiffs allege that "any and all decisions as to  
16 whether there should be cessation of pumping and evacuation of the  
17 rig were taken by Defendant, alternatively sanctioned by Defendant  
18 from its headquarters in San Ramon, California." Id. ¶ 27. More  
19 specifically, Plaintiffs allege that

20  
21 [Chevron] employed a representative who was, at all  
22 material times, the Rig Superintendent [sic] with overall  
23 control on the rig. Prior to the explosion he was  
24 attending daily report meetings with the personnel on  
25 board and in particular the Offshore Installation Manager  
26 ("OIM"). Some 3 days prior to the explosion but after  
the gas pressure and pumping problems had been reported,  
the said representative of the Defendant failed to appear  
at any meeting [sic] and simply disappeared. Despite  
instructions from the Defendant to continue operations on  
the rig as normal, the OIM took the initiative to launch  
the lifeboats in readiness to evacuate the rig.

27 Id. ¶ 27. Chevron ignores these crucial additions to the FAC,  
28 essentially repeating the arguments made in support of its first

1 motion to dismiss.

2       The new facts pleaded in the FAC support both direct and  
3 indirect theories of liability. The new facts make clear that  
4 Plaintiffs allege that Chevron, not CNL, employees had the ultimate  
5 power to decide whether or not to continue drilling once they  
6 became aware of the potentially dangerous situation on the rig.  
7 The new facts also allege that a Chevron employee was actually  
8 running day-to-day operations on the rig. According to the FAC,  
9 that Chevron employee had issued the instructions to continue  
10 drilling. In other words, Plaintiffs allege that Chevron actually  
11 made the allegedly negligent decision and executed that decision  
12 through an employee on the ground in Nigeria. The Court finds  
13 these factual allegations sufficient to support a negligence claim  
14 against Chevron directly.

15       Plaintiffs' FAC also supports indirect liability theories.  
16 Generally, a corporate subsidiary is the agent of its parent if  
17 "the nature and extent of the control exercised over the subsidiary  
18 by the parent is so pervasive and continual that the subsidiary may  
19 be considered nothing more than an agent or instrumentality of the  
20 parent, notwithstanding the maintenance of separate corporate  
21 formalities . . . ." Sonora Diamond Corp. v. Superior Ct., 83 Cal.  
22 App. 4th 523, 541 (Cal. Ct. App. 2000). "As a practical matter,  
23 the parent must be shown to have moved beyond the establishment of  
24 general policy and direction for the subsidiary and in effect taken  
25 over performance of the subsidiary's day-to-day operations in  
26 carrying out that policy." Id. at 542. Three new factual  
27 allegations are critical: (1) CNL employees were actually Chevron  
28 employees under Chevron's ultimate direction; (2) Chevron actually

1 made operations decisions (such as the decision to continue  
2 drilling); and (3) a Chevron employee was the superintendent of the  
3 KS Endeavor responsible for the day-to-day operations of the rig.  
4 Those allegations are enough to render plausible the possibility  
5 that CNL acted as Chevron's agent. Plaintiffs' claims cannot be  
6 dismissed on this ground.

7           **2.    Injury in Fact**

8           "To establish the irreducible constitutional minimum of  
9 standing, a plaintiff invoking federal jurisdiction must establish  
10 injury in fact, causation, and a likelihood that a favorable  
11 decision will redress the plaintiff's alleged injury." Carrico v.  
12 City & Cnty. of San Francisco, 656 F.3d 1002, 1005 (9th Cir. 2011)  
13 (internal quotation marks omitted). An injury in fact is "an  
14 invasion of a legally protected interest which is . . . concrete  
15 and particularized." Lujan v. Defenders of Wildlife, 504 U.S. 555,  
16 560 (1992). This is not usually a difficult standard to meet at  
17 the pleadings stage, as "[s]tanding merely requires a redressable  
18 injury that is fairly traceable to Defendants' conduct. Whether a  
19 plaintiff can recover for that injury under a particular theory of  
20 liability is a separate question." In re Toyota Motor Corp., 754  
21 F. Supp. 2d 1145, 1161 (C.D. Cal. 2010). At the very minimum,  
22 though, "there must be specific allegations that each lead  
23 Plaintiff suffered some loss." In re Toyota Motor Corp., 785 F.  
24 Supp. 2d 883, 901 (C.D. Cal. 2011).

25           The Court found that Plaintiffs' original complaint failed to  
26 establish standing because Plaintiffs did not plead any injury in  
27 fact to the named plaintiffs. Dismissal Order at 9-10. The Court  
28 noted that Plaintiffs had merely listed general categories of

1 damages they allegedly suffered. But nowhere did they explain how  
2 the explosion or fire on the KS Endeavor harmed Plaintiffs. Nor  
3 did Plaintiffs plead facts that would establish the "concrete and  
4 particularized" injury required by Lujan. The Court explained:

5  
6 There is no discussion whatsoever of how a fire on an  
7 offshore rig damaged the businesses, livelihoods,  
8 property, or health of Dr. Ogala<sup>4</sup> or any of the other  
9 plaintiffs in this case. Plaintiffs make claims about  
10 damage to fish, livestock, contamination of water and  
11 soil, and "general health breakdown." But there are no  
12 allegations that the damaged livestock belonged to  
13 Plaintiffs, that the Plaintiffs' livelihoods depended on  
14 fisheries, that the contaminated water or soil harmed  
15 them or their property, or that the "general health  
16 breakdown" affected them.

17 Id. at 10 (citation omitted). The Court even alluded to the sort  
18 of facts that might be sufficient to establish standing, explaining  
19 that Plaintiffs needed to provide "some indication of what property  
20 was damaged, who suffered what physical injuries, and how the  
21 damage or injuries resulted from Defendants' conduct . . . ."  
22 Dismissal Order at 10. Finally, the Court quoted In re Toyota for  
23 the proposition that "[T]here must be specific allegations that  
24 each lead Plaintiff suffered some loss." Id. at 9 (quoting 785 F.  
25 Supp. 2d at 901).

26 Despite this clear instruction, Plaintiffs have not resolved  
27 the defects with their allegations of injury. The FAC alleges that  
28 "Plaintiffs have suffered: losses to their livelihood;  
environmental disaster impacting upon food and water supplies;  
health problems all arising out of the gross negligence of the

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<sup>4</sup> Plaintiffs have clarified that Dr. Ogola's name was misspelled in all of Plaintiffs' documents filed prior to June 17, 2014. ECF No. 37.

1 Defendant." FAC ¶ 3. That claim is copied almost verbatim from  
2 the original complaint. See ECF No. 1 ("Compl.") ¶ 3. They  
3 further allege that that their "entitlement to compensation arises  
4 out of their common and joint ownership, possession and entitlement  
5 to use the land, ocean, rivers and waterways for farming, fishing,  
6 general dwelling and community activities." Id. 3. That  
7 allegation is new. Additionally, the FAC includes the claim that

8  
9 The explosion caused a massive escape of both hydrocarbon  
10 gas and pollutants from the drilling operations to be  
11 discharged into the ocean in an area only some 5 nautical  
12 miles from the shoreline. The ingress of both hydrocarbon  
13 gas and pollutants impacted upon the fish stocks within  
14 the ocean and were carried inland by tides into creeks  
15 and soil. Wells supplying fresh water were affected.  
16 Rivers inland and fed by the sea were poisoned.  
17 Additionally the fire itself which burned for some 46  
18 days killed immense fish stock.

14 Each community comprises individuals whose livelihood was  
15 reliant upon fishing and they have had their industry  
16 devastated; persons eating fish that did survive or have  
17 drunk polluted water have sustained illness and sickness  
18 caused by gas and discharged pollutants affecting both  
19 fish and water, all proximately and directly caused by  
20 the failures on the part of the Defendant as alleged.

19 FAC ¶ 30. This allegation is also new. These facts help establish  
20 the connection between Chevron's alleged negligence and the alleged  
21 environmental damage. But the FAC still fails to plead any  
22 concrete injury suffered by the plaintiffs in this case.

23 The named plaintiffs are Dr. Foster Ogola, Elder Endure  
24 Humphrey Fisei, Mr. Fresh Talent, Matthew Kingdom Mieseigha,  
25 Chris Wilfred Itonyo, and Natto Iyela Gbarabe. To establish  
26 standing, Plaintiffs must explain specifically how each of these  
27 people was injured. Plaintiffs "must allege and show that they  
28 personally have been injured, not that injury has been suffered by

1 other, unidentified members of the class to which they belong and  
2 which they purport to represent." Warth v. Seldin, 422 U.S. 490,  
3 502 (1975). Plaintiffs appear to be aware of that requirement.  
4 See Opp'n at 7 ("In a prospective class action, the court must  
5 assess standing to sue based upon the standing of the named  
6 plaintiff(s) and not upon the standing of unidentified class  
7 members.") (citing id.). But their FAC includes only allegations  
8 of injury to unidentified class members. Nowhere does the FAC ever  
9 describe any injury to any of the named plaintiffs. Plaintiffs  
10 must describe a specific injury to each of the named plaintiffs.  
11 Because they fail to do so, their FAC is insufficient to establish  
12 standing for their negligence claims.

13 The Court clearly explained this defect, and even suggested  
14 how it might be corrected, in the dismissal of Plaintiffs' original  
15 complaint. Plaintiffs disregarded that explanation and failed to  
16 cure the defect in their pleadings. Accordingly, Chevron urges the  
17 Court to dismiss Plaintiffs' claims with prejudice. The Court is  
18 sympathetic to Chevron's arguments but is also cognizant of the  
19 Ninth Circuit's directive that leave to amend should be freely  
20 granted. Despite Plaintiffs' failure to correct this problem in  
21 their FAC, it is not yet clear to the Court that one more  
22 opportunity to amend would necessarily be futile. Therefore,  
23 Plaintiffs' negligence claims are DISMISSED WITH LEAVE TO AMEND.

24 **B. Nuisance Claim**

25 Plaintiffs' fourth cause of action is nuisance. Neither the  
26 original complaint nor the FAC specifies whether Plaintiffs bring  
27 this claim under Nigerian law or California law, but both parties  
28

1 analyze the claim under California law.<sup>5</sup> See Mot. at 13; Opp'n at  
2 23-24. Though the FAC asserts a count only for "Nuisance," it  
3 indicates that Plaintiffs bring a public, rather than private,  
4 nuisance claim. FAC ¶ 89.

5 In its order dismissing Plaintiffs' original complaint, the  
6 Court explained that:

7  
8 Under California law, a private person may bring a claim  
9 for public nuisance only if the injury he suffers is  
10 different in kind from that suffered by public at large.  
Cal. Civ. Code § 3493 ("A private person may maintain an  
action for a public nuisance, if it is specially  
injurious to himself, but not otherwise.").

11 Dismissal Order at 14. Generally, public nuisance claims are  
12 brought by governmental entities. Cnty. of Santa Clara v. Superior  
13 Ct., 50 Cal. 4th 35, 55 (Cal. 2010). "[O]nly where they have  
14 suffered a special injury that is different in kind, not just  
15 degree, from the general public" may private individuals bring a  
16 suit for public nuisance. Birke v. Oakwood Worldwide, 169 Cal.  
17 App. 4th 1540, 1544 (Cal. Ct. App. 2009).

18 Plaintiffs appear to recognize this requirement, arguing that  
19 "[t]he special damage bearing upon loss of income claims have been  
20 indicated within the lists provided and further discovery will  
21 elicit further the damage injury and inconvenience affecting the  
22 population comprising the class." Opp'n at 24. The "lists  
23 provided" apparently refers to lists of the 65,000 members of the  
24 purported plaintiff class and are apparently in the custody of  
25 Plaintiffs' lawyer in Nigeria. Plaintiffs claim to have provided

26 \_\_\_\_\_  
27 <sup>5</sup> Plaintiffs mention briefly that California and Nigerian nuisance  
28 laws are similar. Opp'n at 23. Neither party has briefed the  
issue of extraterritorial application of California law in this  
case.

1 these lists to Chevron, but the lists are not incorporated into the  
2 FAC and have never been produced to the Court. See id. at 3. As  
3 discussed in the section on injury in fact above, Plaintiffs have  
4 failed to allege any specific injury to the named plaintiffs.  
5 Consequently, Plaintiffs have not adequately pleaded that they  
6 suffered any injury at all, much less an injury different in kind  
7 from other members of the public.

8           Once again, the Court notes that it provided clear direction  
9 to Plaintiffs on how to fix this problem with their pleadings.  
10 However, the Court is not yet entirely convinced that one more  
11 chance to amend the pleadings would be futile. Plaintiffs'  
12 nuisance claims are therefore DISMISSED WITH LEAVE TO AMEND.

13           **C. Motion to Strike or Dismiss Class Action Allegations**

14           Chevron also brings a motion to strike Plaintiffs' class  
15 action allegations. Chevron argues that such motions are  
16 authorized by Federal Rules of Civil Procedure 23(d)(1)(D) and  
17 23(c)(1)(A). Mot. at 13. Chevron proceeds to analyze Plaintiffs'  
18 purported class under Rules 23(a) and 23(b) and argues that  
19 Plaintiffs cannot bring a class action in this case. Plaintiffs  
20 respond that Chevron's motion is premature, and that, were the  
21 Court to consider the motion on its merits, they have sufficiently  
22 plead their class action allegations. Opp'n at 13-23.

23           Even were the Court to permit Chevron's motion at this stage  
24 of the proceedings, it would be denied. The Court is not convinced  
25 from Chevron's brief that Plaintiffs' class action could succeed  
26 under no set of circumstances. Chevron has failed to demonstrate  
27 that this is one of the rare and exceptional cases in which class  
28 allegations should be stricken at the motion to dismiss stage.

1 Accordingly, Chevron's motion to strike or dismiss the class  
2 allegations on the pleadings is DENIED.

3

4 **V. CONCLUSION**

5 For the foregoing reasons, the Court GRANTS Defendant Chevron  
6 Corporation's motion to dismiss and DENIES Chevron's motion to  
7 strike. Plaintiffs' FAC is DISMISSED with leave to amend.  
8 Plaintiffs may amend their FAC only to add facts demonstrating that  
9 (1) the named plaintiffs suffered injury sufficient to confer  
10 standing and (2) the named plaintiffs suffered harm different in  
11 kind to support private maintenance of public nuisance claims.  
12 Plaintiffs shall file an amended complaint that addresses the  
13 concerns identified above within fourteen (14) days of the  
14 signature date of this Order. Failure to do so may result in  
15 dismissal of this action with prejudice.

16

17 IT IS SO ORDERED.

18

19 Dated: August 21, 2014

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UNITED STATES DISTRICT JUDGE

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