

UNITED COOK INLET DRIFT ASSOCIATION,
an Alaska cooperative corporation,
on behalf of a class comprising its
members and its members' deckhands,

Plaintiff,

v.

TRINIDAD CORPORATION, INC., a foreign
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.

RECEIVED

MAR 07 1988

BURR, PEASE & KURTZ

3KN-88-_____

Civil

CLASS ACTION COMPLAINT

2-3-88

COMES NOW the Plaintiff, United Cook Inlet Drift
Association, by and through counsel, Dr. John McKay of
Middleton, Timme & McKay, and by way of Complaint, alleges
and avers as follows:

GENERAL ALLEGATIONS

The Parties.

1. Plaintiff United Cook Inlet Drift Association
(UCIDA) is an Alaska cooperative corporation, duly organized
and operating pursuant to A.S. 10.15.05 et. seq. UCIDA has
filed all reports and paid all fees as required by law, and

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(907) 276-1190

CML#1

UNITED COOK INLET DRIFT ASSOCIATION,
an Alaska cooperative corporation,
on behalf of a class comprising its
members and its members' deckhands,

Plaintiff,

v.

TRINIDAD CORPORATION, INC., a foreign
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.

RECEIVED

MAR 07 1988

BURR, PEASE & KURTZ

3KN-88-_____ Civil

CLASS ACTION COMPLAINT

COMES NOW the Plaintiff, United Cook Inlet Drift Association, by and through counsel, D. John McKay of Middleton, Timme & McKay, and by way of complaint, alleges and avers as follows:

GENERAL ALLEGATIONS

The Parties.

1. Plaintiff United Cook Inlet Drift Association (UCIDA) is an Alaska cooperative corporation, duly organized and operating pursuant to A.S. 10.15.05 et. seq. UCIDA has filed all reports and paid all fees as required by law, and

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Cml#1

THIRD JUDICIAL DISTRICT AT KENAI

UNITED COOK INLET DRIFT ASSOCIATION,
an Alaska cooperative corporation,
on behalf of a class comprising its
members and its members' deckhands,

Plaintiff,

v.

TRINIDAD CORPORATION, INC., a foreign
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.

RECEIVED

MAR 07 1988

BURB, PEASE & KURTZ

3KN-88-_____ Civil

CLASS ACTION COMPLAINT

COMES NOW the Plaintiff, United Cook Inlet Drift Association, by and through counsel, D. John McKay of Middleton, Timme & McKay, and by way of complaint, alleges and avers as follows:

GENERAL ALLEGATIONS

The Parties.

1. Plaintiff United Cook Inlet Drift Association (UCIDA) is an Alaska cooperative corporation, duly organized and operating pursuant to A.S. 10.15.05 et. seq. UCIDA has filed all reports and paid all fees as required by law, and

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is in all ways qualified and entitled to maintain this action.

2. UCIDA's membership compromises holders of valid Limited Entry Salmon Drift Permits for Area "H", as well as those holding Interim use permits for Area H, or holders of either of such permits under an emergency transfer. At this time, UCIDA membership includes about 400 of the approximately 600 Area H drift permit holders. Most UCIDA members are residents of Alaska. Of those who are not, the majority live in Washington, Oregon and California, and a few live in other states or in Canada.

3. UCIDA members constitute a class of commercial drift gill net salmon fishermen who have incurred monetary losses and have otherwise been injured by the acts and omissions of Defendants.

4. UCIDA members each employed one or more crew members, or deckhands, while engaging in the commercial drift gill net salmon fishery during times relevant to this action. These deckhands were compensated for their work based on a percentage or share of the revenues produced from the catch of the vessels on which they were employed. Accordingly, the deckhands incurred monetary losses as a result of the acts and omissions of Defendants.

5. The class of UCIDA members and their deckhands ("the class") is so numerous that joining each member of the class is impracticable.

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6. There are questions of law and fact to be resolved in this litigation that are common to the class.

7. The claims or defenses that UCIDA will assert on behalf of the members of this class are typical of the claims or defenses of its members and their deckhands.

8. UCIDA will fairly and adequately protect the interests of the class.

9. The questions of law or fact that are common to the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the claims of UCIDA and its members.

10. Plaintiff UCIDA, as representative of the class comprising its members and their deckhands, is entitled to and does seek relief against Defendants by way of this Complaint.

11. Defendant, Trinidad Corporation ("Trinidad"), is a Delaware corporation registered to conduct business in the State of Alaska. Trinidad is the registered owner of the vessel, Glacier Bay, and operated the Glacier Bay in the waters of Cook Inlet on or about July 2, 1988.

12. The Trans-Alaska Pipeline Liability Fund ("Fund") is a Washington non-profit corporation created by section 204(c) of the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. 1653(c)(4). The purpose of the Fund is to pay claims resulting from oil spills from vessels loading or

unloading oil transported through the Trans-Alaska Pipeline between Alaskan terminals to ports under United States jurisdiction.

13. Pursuant to 43 U.S.C. §1653(c)(1), the Fund and Trinidad are jointly and severally strictly liable for losses incurred by members of the Plaintiff class as a result of the Glacier Bay oil spill.

14. The Fund has refused to deal informally with Plaintiff with respect to the losses arising from the Glacier Bay oil spill, referring Plaintiff instead to Defendant Trinidad.

15. Trinidad has refused to pursue settlement with UCIDA on behalf of its members, thereby necessitating the filing of this action.

16. Defendant Andrew Subcleff is an Alaska resident who is a maritime pilot licensed to operate large vessels, including oil tankers such as the Glacier Bay, in Cook Inlet waters.

17. Defendant Tesoro Alaska Petroleum Company ("Tesoro") is a Delaware corporation registered to conduct business in the State of Alaska. Tesoro was the owner of the crude oil on the vessel, Glacier Bay, on July 2, 1987, and during the following period when oil escaped and/or was discharged from the vessel.

18. Defendant Cook Inlet Response Organization ("CIRO"), is a non-registered Alaska partnership or

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cooperative, comprising entities operating or owning an interest in oil or gas pipelines, oil storage, refining or processing facilities, oil terminal facilities or equipment for bulk water transportation of oil, or tank vessels or property held for production or for exploration for oil or gas located within the general area of Cook Inlet, Alaska. These entities are unknown at the present time and are referred to individually herein as Unknown Defendants 1-15.

19. CIRO maintains its principal place of business in Kenai, Alaska, and conducts its business generally in the areas of the Kenai Peninsula and Cook Inlet in Alaska. CIRO holds itself out to the public as a partnership, cooperative or other business entity responsible for cleaning, containing and otherwise responding to and preventing oil and petroleum spills and pollution in the Cook Inlet area. Its duties include preventing petroleum accidents and pollution, responding to emergencies caused by the spill of petroleum products when they occur, minimizing damages, loss and injuries to the public, and to members of the Plaintiff class in particular, in the event of such spills into or pollution of the waters of Cook Inlet.

20. Unknown Defendants 1-15 are jointly and severly liable for the acts and omissions of CIRO.

The Facts.

21. On or about July 2, 1987, the vessel, Glacier Bay, owned and operated by Defendant Trinidad, and piloted,

guided or supervised by Defendant Subcleff, was operating in Alaskan State waters of Cook Inlet near the mouth of the Kenai River.

22. The vessel, Glacier Bay, contained a large amount of petroleum products owned by Defendant Tesoro, being transported to a refinery.

23. While it was being operated in an area shown on navigational charts as posing potential hazards to navigation by large vessels, the Glacier Bay struck a rock.

24. As a result of this collision, the vessel was damaged in a manner which permitted or caused the spilling, escape, release, leakage or other discharge of crude oil upon and into the waters of Cook Inlet.

25. Other acts and omissions of the Defendants contributed to the spilling, escape, release, leakage or other discharge of oil upon and into the waters of the Cook Inlet.

26. The petroleum products that spilled or were otherwise caused or permitted to be discharged from the Glacier Bay into and upon Cook Inlet are products that caused toxic pollution to waters containing salmon and other sea life.

27. The discharge of oil into and upon the waters of Cook Inlet on and after July 2, 1987, caused immediate short-term, as well as long-term and permanent, damage to the Cook Inlet salmon fishery.

COUNT I

(Strict Liability--Trans-Alaska Pipeline Liability Fund)

28. Plaintiff realleges and incorporates by reference as though set forth fully herein, paragraphs 1 through 27 above.

29. Defendant Trinidad owned and operated the vessel, Glacier Bay, from which the Defendants discharged, spilled or caused or allowed to enter into Cook Inlet certain crude oil and related petrochemical products and byproducts. The waters of Cook Inlet are utilized by Plaintiffs to harvest salmon. As a direct and proximate result of the entry of the petrochemical substances into or onto the waters and subsurface lands utilized by members of the Plaintiff class, the members of the class of commercial drift gill net fishermen UCIDA represents have been damaged.

30. This damage includes (a) loss of valuable fishing time, and loss and diminution of opportunity to economically and efficiently harvest and utilize fish; (b) damage to or destruction of nets, gear and equipment used to catch, process and otherwise handle fish; (c) contamination, destruction and/or diminution in value of salmon and other fish utilized by them; (d) other past, present and future economic injury; and (e) such additional damages as may be proven with more specificity at trial. The exact amount of their damages will be proven with more specificity at trial.

31. Defendant Trans-Alaska Pipeline Liability Fund is strictly liable, without regard to fault, for all damages sustained as the result of discharges of oil from a vessel loaded at the terminal facilities of the Trans-Alaska Pipeline, if that oil has been transported through the Trans-Alaska Pipeline.

32. At the time of the oil spill in question, the Glacier Bay had been loaded at the Trans-Alaska pipeline terminal in Valdez, with oil transported through the Trans-Alaska pipeline, and since said loading the oil had not yet been brought ashore at a port under the jurisdiction of the United States.

33. The Pipeline Liability Fund, together with Trinidad, as the owner and operator of the vessel, are jointly and severally strictly liable to members of the Plaintiff class for all damages suffered as a result of the oil spill referred to above.

COUNT II

(Strict Liability--A.S. 46.03.822)

34. Plaintiff realleges and incorporates by reference as though set forth fully herein, paragraphs 1 through 30 above.

35. Defendants Trinidad, Tesoro, and Subcleff owned and/or had control of the oil that Defendants caused or allowed to be spilled, leaked or otherwise discharged into and upon the waters of Cook Inlet, in areas utilized by

members of the Plaintiff class for harvesting salmon. As a direct and proximate result of this discharge of said hazardous substance, the members of the Plaintiff class have been damaged as set forth above.

36. Defendants are strictly liable to Plaintiffs pursuant to A.S. 46.03.822 et seq., for all resulting damage or injury to members of the Plaintiff class or their property, including but not limited to loss of income, loss of the means of producing income and the loss of economic benefit.

COUNT III

(Nuisance)

37. Plaintiff realleges and incorporates by reference as though set forth fully herein, paragraphs 1 through 30 above.

38. Defendants, by spilling, leaking or otherwise causing or allowing the discharge of oil into and upon the waters of Cook Inlet and other property utilized by members of the Plaintiff class, created and maintained a nuisance which has substantially interfered and may continue to interfere with Plaintiff class members' enjoyment of the estate they are licensed to use, and has polluted lands and water utilized by members of the Plaintiff class, and has caused possible permanent injury to Plaintiffs' livelihood.

39. The acts and omissions of Defendants in causing or allowing discharge of the oil into and upon the waters of Cook Inlet are direct and proximate cause of

above-described injury and damage to members of the Plaintiff class.

40. In addition to the above, the acts of Defendants are a public nuisance. By reason of the special status of the members of the Plaintiff class, as commercial fishermen specially permitted to engage in the harvest of fish from the waters of Cook Inlet, Plaintiff class members have suffered special damage as a result of the spilled substances and the nuisance created by the Defendants, different in kind and degree from that suffered by the general public from the nuisance.

COUNT IV

(Ultra Hazardous Activity)

41. Plaintiff realleges and incorporates by reference as though set forth fully herein, paragraphs 1 through 30 above.

42. Defendants, in producing and transporting oil, were engaging in an abnormally dangerous and ultra hazardous activity.

43. As a result of engaging in this ultra-hazardous activity, Defendants owed to the members of the Plaintiff class an absolute duty to conduct their activities in a safe and proper manner.

44. The Defendants breached their duty of care by spilling or causing or allowing discharge of oil upon and into the waters of Cook Inlet.

45. As a result of the Defendants' breach, the Plaintiffs have suffered damage as set forth above. Defendants are strictly liable to compensate members of the Plaintiff class for said damages, in an amount to be proven at trial.

COUNT V

(Trespass)

46. Plaintiff realleges and incorporates by reference as though set forth fully herein, paragraphs 1 through 30 above.

47. The oil allowed or caused to be discharged as a result of Defendants' acts and omissions entered into and upon waters that members of the Plaintiff class were specially licensed to utilize, and upon the gear and property of members of the Plaintiff class, causing damage as noted above.

COUNT VI

(Negligence)

48. Plaintiff realleges and incorporates by reference as though set forth fully herein, paragraphs 1 through 30 above.

49. All Defendants, jointly and severally, owed a duty of care to members of the Plaintiff class to properly transport, handle and prevent spillage of the oil carried by the Glacier Bay. Further, Defendants owed a duty to properly contain, clean up, and otherwise take adequate pre-

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cautions and measures to prevent damage to members of the members of the Plaintiff class in the event that oil were spilled.

50. Defendants Trinidad, Tesoro and Subcleff breached their duty of care in transporting and handling the oil that escaped, was spilled or otherwise caused or permitted to be discharged from the Glacier Bay.

51. Defendants Trinidad, Tesoro, and CIRO and unknown Defendants 1-15, breached their duty of care by failing to clean up, contain and prevent damage to members of the Plaintiff class.

52. As direct and proximate result of Defendants' negligence, the members of the Plaintiff class have suffered and will continue to suffer damage as set forth above.

COUNT VII

(Gross Negligence)

53. Plaintiff realleges and incorporates by reference as though set forth fully herein, paragraphs 1 through 30 above.

54. The acts and omissions of Defendants in causing or allowing the above-referenced discharge of oil, and in failing to adequately clean-up, contain, or otherwise respond to the spill, constituted gross negligence, which directly and proximately caused damages to members of the Plaintiff class as noted above.

WHEREFORE, Plaintiff prays that this Court:

1. Enter a judgment in favor of the members of the Plaintiff class against each Defendant.

2. Award damages for all injury and loss suffered by members of the Plaintiff, in an exact amount to be proven at trial.

3. Enter an order certifying plaintiff's class comprising all those who participated in the Cook Inlet drift gillnet salmon fishery in or after July, 1987, and who are now members of UCIDA, or who become members during the pendency of this action, together with their deckhands.

4. Order abatement and clean up of the nuisance created by Defendants.

5. Award Plaintiffs' pre-judgment and post-judgment interest, costs and attorneys' fees in this action.

6. Grant such and other and further legal and equitable relief as this court deems just and equitable.

DATED at Anchorage, Alaska this 3rd day of February, 1988.

MIDDLETON, TIMME & MCKAY

By:

D. John McKay, Attorney for
Plaintiff United Cook Inlet
Drift Association

John A. Treptow, Esq.
Craig F. Stowers, Esq.
ATKINSON, CONWAY & GAGNON
ATTORNEYS FOR DEFENDANT
TESORO ALASKA PETROLEUM COMPANY
420 L Street, Suite 500
Anchorage, Alaska 99501-1989
(907) 276-1700

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

UNITED COOK INLET DRIFT ASSOCIATION,)
an Alaska cooperative corporation,)
on behalf of a class comprising its)
members and its members' deckhands,)

Plaintiff,)

vs.)

TRINIDAD CORPORATION, INC., a foreign)
corporation, TRANS-ALASKA PIPELINE)
LIABILITY FUND, a foreign non-profit)
corporation, ANDREW SUBCLEFF, TESORO)
ALASKA PETROLEUM COMPANY, a foreign)
corporation, COOK INLET RESPONSE)
ORGANIZATION, an Alaska general)
partnership and/or cooperative, and)
DEFENDANTS ONE TO FIFTEEN,)

Defendants.)

No. 3KN-88-83 CIV.

ANSWER TO CLASS A

Defendant, Tesoro Alaska Petroleum Company, by and
through its attorneys, ATKINSON, CONWAY & GAGNON, answer
Plaintiff's Complaint as follows:

ANSWER
Page 1

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Eschbury, Ellis & Riordan
FEB 27 1988
File No. 581-4
Approved for File

2-18-88

CML #2

John A. Treptow, Esq.
Craig F. Stowers, Esq.
ATKINSON, CONWAY & GAGNON
ATTORNEYS FOR DEFENDANT
TESORO ALASKA PETROLEUM COMPANY
420 L Street, Suite 500
Anchorage, Alaska 99501-1989
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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

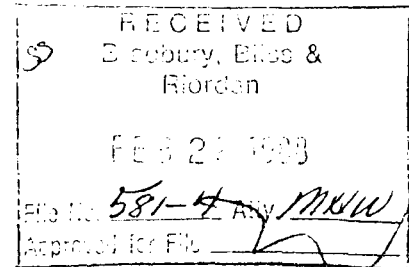
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an Alaska cooperative corporation,)
on behalf of a class comprising its)
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ORGANIZATION, an Alaska general)
partnership and/or cooperative, and)
DEFENDANTS ONE TO FIFTEEN,)

Defendants.)



No. 3KN-88-83 CIV.

ANSWER TO CLASS ACTION COMPLAINT

Defendant, Tesoro Alaska Petroleum Company, by and
through its attorneys, ATKINSON, CONWAY & GAGNON, answer
Plaintiff's Complaint as follows:

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& GAGNON, INC.
420 L STREET
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ANCHORAGE, ALASKA
TELEPHONE 276-1700

ANSWER
Page 1

CML #2

GENERAL ALLEGATIONS

I

This Defendant is without sufficient information to determine the veracity of the allegations contained in paragraph 1 of the Complaint, and accordingly the same are denied.

II

This Defendant is without sufficient information to determine the veracity of the allegations contained in paragraph 2 of the Complaint, and accordingly the same are denied.

III

The allegations contained in paragraph 3 of the Complaint are denied.

IV

This Defendant denies that deckhands incurred monetary losses as a result of the alleged acts and omissions of Defendants. This Defendant is without sufficient information to determine the veracity of the remaining allegations contained in paragraph 4 of the Complaint, and accordingly the same are denied.

V

The allegations contained in paragraph 5 of the Complaint are denied.

VI

The allegations contained in paragraph 6 of the Complaint are denied.

VII

The allegations contained in paragraph 7 of the Complaint are denied.

VIII

The allegations contained in paragraph 8 of the Complaint are denied.

IX

The allegations contained in paragraph 9 of the Complaint are denied.

X

The allegations contained in paragraph 10 of the Complaint are denied.

XI

The allegations contained in paragraph 11 of the Complaint are admitted.

XII

This Defendant is without sufficient information to determine whether the Trans-Alaska Pipeline Liability Fund is a Washington non-profit corporation, and accordingly the same is denied. The remaining allegations contained in paragraph 12 of the Complaint are admitted.

XIII

The allegations contained in paragraph 13 of the Complaint are denied.

XIV

This Defendant is without sufficient information to determine the veracity of the allegations contained in paragraph 14 of the Complaint, and accordingly the same are denied.

XV

This Defendant is without sufficient information to determine the veracity of the allegations contained in paragraph 15 of the Complaint, and accordingly the same are denied.

XVI

This Defendant is without sufficient information to determine the veracity of the allegations contained in paragraph 16 of the Complaint, and accordingly the same are denied.

XVII

This Defendant admits that it is a Delaware corporation registered to conduct business in the State of Alaska. This Defendant admits that it was the owner of the crude oil being transported on the vessel, GLACIER BAY, on July 2, 1987. The remaining allegations contained in paragraph 17 of the Complaint are denied.

XVIII

This Defendant admits that Cook Inlet Response Organization (CIRO) is a cooperative organization comprised of entities operating or owning an interest in oil or gas pipelines, oil storage, refining or processing facilities, oil terminal facilities or equipment for bulk water transportation

of oil, tank vessels or property held for production or for exploration for oil or gas located within the general area of Cook Inlet, Alaska. The remaining allegations contained in paragraph 18 of the Complaint are denied.

XIX

This Defendant admits that CIRO is a cooperative organization concerned with preventing petroleum pollution and responding to spill emergencies if they occur. The remaining allegations contained in paragraph 19 of the Complaint are denied.

XX

The allegations contained in paragraph 20 of the Complaint are denied.

XXI

The allegations contained in paragraph 21 of the Complaint are admitted.

XXII

This Defendant admits that the vessel GLACIER BAY contained amounts of crude oil owned by Defendant Tesoro. The remaining allegations contained in paragraph 22 of the Complaint are denied.

XXIII

This Defendant is without sufficient information to determine the veracity of the allegations contained in paragraph 23 of the Complaint, and accordingly the same are denied.

LAW OFFICES
JENNIFER L. GAGNON
J. GAGNON, III
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CHUGACH, ALASKA
PHONE 276-1700

XXIV

This Defendant admits that the vessel GLACIER BAY was damaged in a manner which permitted the spilling, escape, release, leakage, or other discharge of crude oil upon and into the waters of Cook Inlet. The remaining allegations contained in paragraph 24 of the Complaint are denied.

XXV

The allegations contained in paragraph 25 of the Complaint are denied.

XXVI

The allegations contained in paragraph 26 of the Complaint are denied.

XXVII

The allegations contained in paragraph 27 of the Complaint are denied.

COUNT I

(Strict Liability: Trans-Alaska Pipeline Liability Fund)

XXVIII

Defendant realleges and incorporates by references as those set forth fully herein paragraphs 1 through 27 above.

XXIX

This Defendant admits that Trinidad owned and operated the vessel GLACIER BAY from which the crude oil spilled into Cook Inlet. The remaining allegations contained in paragraph 29 of the Complaint are denied.

The allegations contained in paragraph 30 of the Complaint are denied.

XXXI

Paragraph 31 of Plaintiff's Complaint asserts a conclusion of law, which this Defendant can neither admit nor deny. Otherwise, the allegations contained in paragraph 31 of the Complaint are denied.

XXXII

The allegations contained in paragraph 32 of the Complaint are admitted.

XXXIII

The allegations contained in paragraph 33 of the Complaint are denied.

COUNT II

(Strict Liability-AS 46.03.822)

XXXIV

Defendant realleges and incorporates by reference as those set forth fully herein paragraphs 1 through 27 above.

XXXV

The allegations contained in paragraph 35 of the Complaint are denied.

XXXVI

The allegations contained in paragraph 36 of the Complaint are denied.

COUNT III

(Nuisance)

XXXVII

Defendant realleges and incorporates by reference as though set forth fully herein paragraphs 1 through 27 above.

XXXVIII

The allegations contained in paragraph 38 of the Complaint are denied.

XXXIX

The allegations contained in paragraph 39 of the Complaint are denied.

XL

The allegations contained in paragraph 40 of the Complaint are denied.

COUNT IV

(Ultra Hazardous Activity)

XLI

Defendant realleges and incorporates by reference as though set forth fully herein paragraphs 1 through 27 above.

XLII

The allegations contained in paragraph 42 of the Complaint are denied.

XLIII

The allegations contained in paragraph 43 of the Complaint are denied.

XLIV

The allegations contained in paragraph 44 of the Complaint are denied.

XLV

The allegations contained in paragraph 45 of the Complaint are denied.

COUNT V

(Trespass)

XLVI

Defendant realleges and incorporates by reference as though set forth fully herein paragraphs 1 through 27 above.

XLVII

The allegations contained in paragraph 47 of the Complaint are denied.

COUNT VI

(Negligence)

XLVIII

Defendant realleges and incorporates by reference as though set forth fully herein paragraphs 1 through 27 above.

XLIX

The allegations contained in paragraph 49 of the Complaint are denied.

L

The allegations contained in paragraph 50 of the Complaint are denied.

LI

The allegations contained in paragraph 51 of the Complaint are denied.

LII

The allegations contained in paragraph 52 of the Complaint are denied.

COUNT VII

(Gross Negligence)

LIII

Defendant realleges and incorporates by reference as though set forth fully herein paragraphs 1 through 27 above.

LIV

The allegations contained in paragraph 54 of the Complaint are denied.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff has failed to name indispensable parties as Defendants.

THIRD AFFIRMATIVE DEFENSE

Any injuries the Plaintiff may have sustained were caused by an entity or entities other than this answering Defendant.

FOURTH AFFIRMATIVE DEFENSE

With regard to the Plaintiff's purported class action, this Defendant alleges that Plaintiff cannot satisfy the prerequisites to a class action as set forth in Alaska Civil Rule 23(a).

FIFTH AFFIRMATIVE DEFENSE


The Plaintiff has no compensable interest in fish or fishing areas allegedly affected by the oil spill.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with prejudice and that Defendant be awarded its costs and attorney's fees incurred in defending this action.

DATED this 18th day of February, 1988.

ATKINSON, CONWAY & GAGNON
Attorneys for Defendant
Tesoro Alaska Petroleum Company

By


John A. Treptow

I hereby certify that a copy of the foregoing document was mailed, or caused to be mailed, to the following on February 18, 1988:


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Michael H. Woodell, Esq.
Bradbury, Bliss & Riordan
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Gilmore & Feldman
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Stephen M. Ellis, Esq.
Delaney, Wiles, Hayes,
Reitman & Brubaker
1007 W. 3rd Avenue
Suite 400
Anchorage, Alaska 99501



John A. Treptow

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

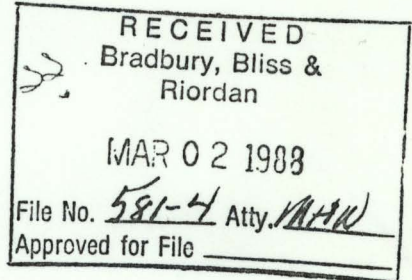
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on behalf of a class comprising its
members and its members' deckhands,

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corporation, ANDREW SUBCLEFF, TESORO
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partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.



No. 3KN-88-83 CIV.

ANSWER OF COOK INLET RESPONSE ORGANIZATION

3-1-88
TO PLAINTIFF'S COMPLAINT

Cook Inlet Response Organization (CIRO), by and
through its attorneys, Delaney, Wiles, Hayes, Reitman &
Brubaker, Inc., hereby answers plaintiff's Complaint as follows:

GENERAL ALLEGATIONS

The Parties.

1. CIRO is without knowledge or information
sufficient to form a belief as to the truth of the allegations
contained in paragraph 1 of plaintiff's Complaint and therefore
denies the same.

DELANEY, WILES,
HAYES, REITMAN
& BRUBAKER, INC.
ATTORNEYS AT LAW
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(907) 279-3581

ANSWER
Page 1

Cml #3
2

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

UNITED COOK INLET DRIFT ASSOCIATION,
an Alaska cooperative corporation,
on behalf of a class comprising its
members and its members' deckhands,

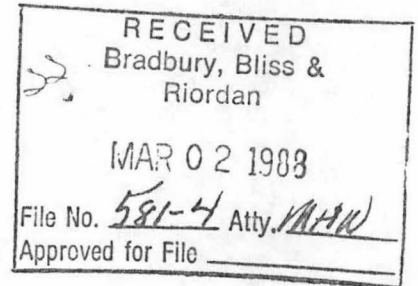
Plaintiff,

vs.

TRINIDAD CORPORATION, INC., a foreign
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.

No. 3KN-88-83 CIV.



ANSWER OF COOK INLET RESPONSE ORGANIZATION
TO PLAINTIFF'S COMPLAINT

Cook Inlet Response Organization (CIRO), by and
through its attorneys, Delaney, Wiles, Hayes, Reitman &
Brubaker, Inc., hereby answers plaintiff's Complaint as follows:

GENERAL ALLEGATIONS

The Parties.

1. CIRO is without knowledge or information
sufficient to form a belief as to the truth of the allegations
contained in paragraph 1 of plaintiff's Complaint and therefore
denies the same.

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ANSWER
Page 1

Cml #3
2

2. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of plaintiff's Complaint and therefore denies the same.

3. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of plaintiff's Complaint and therefore denies the same.

4. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of plaintiff's Complaint and therefore denies the same.

5. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of plaintiff's Complaint and therefore denies the same.

6. CIRO denies the allegations contained in paragraph 6 of plaintiff's Complaint.

7. CIRO denies the allegations contained in paragraph 7 of plaintiff's Complaint.

8. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of plaintiff's Complaint and therefore denies the same.

9. CIRO denies the allegations contained in paragraph 9 of plaintiff's Complaint.

10. CIRO denies the allegations contained in paragraph 10 of plaintiff's Complaint.

11. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of plaintiff's Complaint and therefore denies the same.

12. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of plaintiff's Complaint and therefore denies the same.

13. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of plaintiff's Complaint and therefore denies the same.

14. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of plaintiff's Complaint and therefore denies the same.

15. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of plaintiff's Complaint and therefore denies the same.

16. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of plaintiff's Complaint and therefore denies the same.

17. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of plaintiff's Complaint and therefore denies the same.

18. CIRO denies the allegations contained in paragraph 18 of plaintiff's Complaint.

19. CIRO denies the allegations contained in paragraph 19 of plaintiff's Complaint.

20. CIRO denies the allegations contained in paragraph 20 of plaintiff's Complaint.

The Facts.

21. CIRO admits the allegations contained in paragraph 21 of plaintiff's Complaint.

22. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of plaintiff's Complaint and therefore denies the same.

23. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of plaintiff's Complaint and therefore denies the same.

24. CIRO admits the allegations contained in paragraph 24 of plaintiff's Complaint.

25. CIRO denies the allegations contained in paragraph 25 of plaintiff's Complaint.

26. CIRO denies the allegations contained in paragraph 26 of plaintiff's Complaint.

27. CIRO denies the allegations contained in paragraph 27 of plaintiff's Complaint.

COUNT I

(Strict Liability--Trans-Alaska Pipeline Liability Fund)

28. CIRO realleges its responses to paragraphs 1 through 27 of plaintiff's Complaint.

29. CIRO denies the allegations contained in paragraph 29 of plaintiff's Complaint.

30. CIRO denies the allegations contained in paragraph 30 of plaintiff's Complaint.

31. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of plaintiff's Complaint and therefore denies the same.

32. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of plaintiff's Complaint and therefore denies the same.

33. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of plaintiff's Complaint and therefore denies the same.

COUNT II

(Strict Liability--A.S. 46.03.822)

34. CIRO realleges its responses to paragraphs 1 through 33 of plaintiff's Complaint.

35. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of plaintiff's Complaint and therefore denies the same.

36. CIRO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of plaintiff's Complaint and therefore denies the same.

COUNT III

(Nuisance)

37. CIRO realleges its responses to paragraphs 1 through 36 of plaintiff's Complaint.

38. CIRO denies the allegations contained in paragraph 38 of plaintiff's Complaint.

39. CIRO denies the allegations contained in paragraph 39 of plaintiff's Complaint.

40. CIRO denies the allegations contained in paragraph 40 of plaintiff's Complaint.

COUNT IV

(Ultra-Hazardous Activity)

41. CIRO realleges its responses to paragraphs 1 through 40 of plaintiff's Complaint.

42. CIRO denies the allegations contained in paragraph 42 of plaintiff's Complaint.

43. CIRO denies the allegations contained in paragraph 43 of plaintiff's Complaint.

44. CIRO denies the allegations contained in paragraph 44 of plaintiff's Complaint.

45. CIRO denies the allegations contained in paragraph 45 of plaintiff's Complaint.

COUNT V

(Trespass)

46. CIRO realleges its responses to paragraphs 1 through 45 of plaintiff's Complaint.

47. CIRO denies the allegations contained in paragraph 47 of plaintiff's Complaint.

COUNT VI

(Negligence)

48. CIRO realleges its responses to paragraphs 1 through 47 of plaintiff's Complaint.

49. CIRO denies the allegations contained in paragraph 49 of plaintiff's Complaint.

50. CIRO is without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 50 of plaintiff's Complaint.

51. CIRO denies the allegations contained in paragraph 51 of plaintiff's Complaint.

52. CIRO denies the allegations contained in paragraph 52 of plaintiff's Complaint.

COUNT VII

(Gross Negligence)

53. CIRO realleges its responses to paragraphs 1 through 52 of plaintiff's Complaint.

54. CIRO denies the allegations contained in paragraph 54 of plaintiff's Complaint.

AFFIRMATIVE DEFENSES

CIRO hereby sets forth the following affirmative defenses:

1. The Complaint fails to state a claim upon which relief may be granted.

2. The damages alleged by plaintiff in this Complaint, if any, were caused by the actions of parties other than CIRO, and for which CIRO is not legally responsible.

3. The individuals whom plaintiff purports to represent contributed to their own damages, if any, through their own contributory negligence.

4. With respect to some or all of the damages alleged by plaintiff, the individuals whom plaintiff purports to represent assumed the risk of these damages.

5. CIRO reserves the right to assert additional affirmative defenses following the completion of discovery in this matter.

WHEREFORE, CIRO having stated its response and defenses to the Complaint, CIRO prays for the following relief:

1. The plaintiff takes nothing by way of his Complaint.
2. The Complaint be dismissed with prejudice.
3. CIRO be awarded its costs and attorneys' fees for its defense of this matter.
4. The court grant CIRO such other relief as the court may deem equitable and just under the circumstances.

DATED at Anchorage, Alaska, this 1st day of March, 1988.

DELANEY, WILES, HAYES,
REITMAN & BRUBAKER, INC.
Attorneys for Defendant
Cook Inlet Response Organization

By:


Stephen M. Ellis

FILED

MAR 08 1988

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

By PRR Deputy

Thomas E. Meacham, Esq.
Charles P. Flynn, Esq.
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A 88 115 CIV

Attorneys for Trans-Alaska Pipeline Liability Fund

IN THE UNITED STATES DISTRICT COURT

FOR THE

UNITED COOK INLET DRILLING
an Alaska cooperative
behalf of a class composed of
members and its members

3-7-88

88-____ Civ.

v.

Alaska Superior
Court Action No.

TRINIDAD CORPORATION,
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

SKN-88-83 Civil)

Defendants.

NOTICE OF LODGING STATE COURT PLEADINGS

The Trans-Alaska Pipeline Liability Fund (the
"Fund"), through its counsel Burr, Pease and Kurtz, gives
notice that pursuant to the requirements of 28 U.S.C. §1446(a),

BURR, PEASE
& KURTZ
A PROFESSIONAL CORPORATION
810 N STREET
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(907) 276-6100

cmc #4
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MAR 08 1988

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

By PRR Deputy

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A 88 115 CIV

Attorneys for Trans-Alaska Pipeline Liability Fund

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

UNITED COOK INLET DRIFT ASSOCIATION,
an Alaska cooperative corporation, on
behalf of a class comprising its
members and its members' deckhands,

Plaintiffs,

v.

TRINIDAD CORPORATION, INC., a foreign
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.

No. A88-____ Civ.

(Alaska Superior
Court Action No.
3KN-88-83 Civil)

NOTICE OF LODGING STATE COURT PLEADINGS

The Trans-Alaska Pipeline Liability Fund (the
"Fund"), through its counsel Burr, Pease and Kurtz, gives
notice that pursuant to the requirements of 28 U.S.C. §1446(a),

BURR, PEASE
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cmcl #4
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it has lodged with the Clerk of the U. S. District Court for the District of Alaska a copy of all process, pleadings and orders served upon it and the other defendants in State Superior Court Case No. 3KN-88-83 Civil, captioned United Cook Inlet Drift Association, plaintiff v. Trinidad Corporation, Inc., Trans-Alaska Pipeline Liability Fund, et al.

This action has been taken in conjunction with the Fund's petition to remove said case from the State Superior Court to the U. S. District Court for the District of Alaska.

The documents, copies of which have been lodged with the Clerk of this Court, are the following:

1. Plaintiff's Class Action Complaint (February 3, 1988);
2. Notice of Filing by Trinidad Corporation of Bankruptcy Petition (February 11, 1988);
3. Entry of Appearance of Tesoro Alaska Petroleum Company (February 18, 1987 [sic]);
4. Tesoro's Demand for a Jury Trial (February 18, 1987 [sic]);
5. Tesoro's Answer to Class Action Complaint (February 18, 1988);
6. Tesoro's Motion for Stay of Proceedings (February 18, 1988);
7. Tesoro's Draft Order Granting Motion for Stay of Proceedings (undated);

8. Notice of Stay of Proceedings by Deputy Clerk,
Superior Court (February 18, 1988);

9. Entry of Appearance of Cook Inlet Response
Organization (February 25, 1988);

10. Entry of Special Appearance of Trans-Alaska
Pipeline Liability Fund (February 26, 1988);

11. Answer of Cook Inlet Response Organization
(March 1, 1988).

DATED: March 7, 1988.

BURR, PEASE & KURTZ
Attorneys for Trans-Alaska Pipe-
line Liability Fund

By Thomas E. Meacham
for Charles P. Flynn

By Thomas E. Meacham
Thomas E. Meacham

CONNOLE & O'CONNELL

By Thomas E. Meacham
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Attorn

Liability Fund

ISTRICT COURT

F ALASKA

UNITED
an Alaska
behalf of
members

Plaintiffs,

No. A88-115 Civ.

v.

(Removed Alaska
Superior Court
Action No.
3KN-88-83 Civil)

TRINIDAD CORPORATION, INC., a foreign
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.

NOTICE OF FILING OF STATE COURT
COPIES, AND LIST OF FILINGS

Pursuant to order of the court dated March 8, 1988,
the Trans-Alaska Pipeline Liability Fund ("the Fund"), the

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BURR, PEASE
& KURTZ
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FILED

MAR 22 1988

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

By PRR Deputy

3.22.88

#8

CML #5

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Attorneys for Trans-Alaska Pipeline Liability Fund

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

UNITED COOK INLET DRIFT ASSOCIATION,
an Alaska cooperative corporation, on
behalf of a class comprising its
members and its members' deckhands,

Plaintiffs,

v.

TRINIDAD CORPORATION, INC., a foreign
corporation, TRANS-ALASKA PIPELINE
LIABILITY FUND, a foreign non-profit
corporation, ANDREW SUBCLEFF, TESORO
ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
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DEFENDANTS ONE TO FIFTEEN,

Defendants.

No. A88-115 Civ.

(Removed Alaska
Superior Court
Action No.
3KN-88-83 Civil)

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NOTICE OF FILING OF STATE COURT
COPIES, AND LIST OF FILINGS

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& KURTZ
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907) 276-6100

Pursuant to order of the court dated March 8, 1988,
the Trans-Alaska Pipeline Liability Fund ("the Fund"), the

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MAR 22 1988

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA
By PLR Deputy

#8
CML #5

petitioner for removal, through its counsel Burr, Pease and Kurtz, herewith gives notice that it has filed with the Clerk of the Court copies of all documents previously filed or lodged with the Clerk of the Superior Court, Third Judicial District at Kenai, in Action No. 3KN-88-83 Civil, before that case was removed by the Fund to the U.S. District Court pursuant to 28 U.S.C. §1441.

The previously filed or lodged documents, copies of which accompany this notice, are the following:

<u>Document</u>	<u>Party Filing</u>	<u>Date of Filing</u>
Letter to Court	Plaintiff	02/04/88 (lodged)
Class Action Complaint	Plaintiff	02/04/88
Summons to Tesoro	Court	02/04/88
Summons to Trinidad Corp.	Court	02/04/88
Summons to TAPS Fund	Court	02/04/88
Summons to CIRO	Court	02/04/88
Summons to A. Subcleff, c/o Gilmore	Court	02/04/88
Notice of Bankruptcy	Trinidad	02/16/88
Letter to Bankruptcy Court	Court	02/18/88
Notice of Stay re Trinidad	Court	02/18/88
Entry of Appearance	Tesoro	02/19/88
Demand for Jury Trial	Tesoro	02/19/88
Motion for Stay	Tesoro	02/19/88

Memorandum in Support of Stay	Tesoro	02/19/88
Order for Stay of Proceedings	Tesoro	02/26/88 (lodged)
Answer	Tesoro	02/19/88
Transmittal Letter to Court	CIRO	02/26/88
Entry of Appearance	CIRO	02/26/88
Affidavit of Service	CIRO	02/26/88
Transmittal Letter	TAPS Fund	02/27/88 (?)
Entry of Special Appearance	TAPS Fund	02/28/88 (?)
Transmittal Letter	CIRO	03/02/88
Affidavit of Service	CIRO	03/02/88
Transmittal Letter	Plaintiff	03/06/88
Stipulation for Exten- sion of Time	Plaintiff	03/___/88 (illegible)
Answer	CIRO	03/___/88 (illegible)
Civil Cover Sheet (copy)	TAPS Fund	Not Stated
Petition for Removal	TAPS Fund	03/08/88
Memorandum in Support of Removal	TAPS Fund	03/08/88
Submission of Bond for Removal	TAPS Fund	03/08/88
Order Granting Removal	TAPS Fund	03/08/88 (lodged)
Affidavit of Service	TAPS Fund	03/08/88

DATED: March 22, 1988.

BURR, PEASE & KURTZ
Attorneys for Trans-Alaska Pipe-
Line Liability Fund

By Thomas E. Meacham
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Attorneys for

ty Fund

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UNITED COOK IN
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v.

TRINIDAD CORPORATION, INC., a foreign
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ALASKA PETROLEUM COMPANY, a foreign
corporation, COOK INLET RESPONSE
ORGANIZATION, an Alaska general
partnership and/or cooperative, and
DEFENDANTS ONE TO FIFTEEN,

Defendants.

FILED

MAR 22 1988

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

By PRR Deputy

No. A88-115 Civ.

(Removed Alaska
Superior Court
Action No.
3KN-88-83 Civil)

189-1
MEM/1sf

NOTICE OF FILING OF STATE COURT
COPIES, AND LIST OF FILINGS

Pursuant to order of the court dated March 8, 1988,
the Trans-Alaska Pipeline Liability Fund ("the Fund"), the

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Attorneys for Trans-Alaska Pipeline Liability Fund

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

UNITED COOK INLET DRIFT ASSOCIATION,)
an Alaska cooperative corporation, on)
behalf of a class comprising its)
members and its members' deckhands,)

Plaintiffs,)

v.)

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LIABILITY FUND, a foreign non-profit)
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ORGANIZATION, an Alaska general)
partnership and/or cooperative, and)
DEFENDANTS ONE TO FIFTEEN,)

Defendants.)

FILED

MAR 22 1988

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA
By PER Deputy

No. A88-115 Civ.

(Removed Alaska
Superior Court
Action No.
3KN-88-83 Civil)

189-1
MEM/lst

NOTICE OF FILING OF STATE COURT
COPIES, AND LIST OF FILINGS

BURR, PEASE
& KURTZ
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810 N STREET
ANCHORAGE, AK 99501
907/276-6100

Pursuant to order of the court dated March 8, 1988,
the Trans-Alaska Pipeline Liability Fund ("the Fund"), the

petitioner for removal, through its counsel Burr, Pease and Kurtz, herewith gives notice that it has filed with the Clerk of the Court copies of all documents previously filed or lodged with the Clerk of the Superior Court, Third Judicial District at Kenai, in Action No. 3KN-88-83 Civil, before that case was removed by the Fund to the U.S. District Court pursuant to 28 U.S.C. §1441.

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Order Granting Removal	TAPS Fund	03/08/88 (lodged)
Affidavit of Service	TAPS Fund	03/08/88

DATED: March 22, 1988.

BURR, PEASE & KURTZ
Attorneys for Trans-Alaska Pipe-
Line Liability Fund

By Thomas E. Meacham
Thomas E. Meacham