

- A89-102 (P-19 and P-21))
- A89-104 (P-24 through P-28))
- A89-265 (P-189 and P-165)
through P-196))
- A89-299 (P-225, P-246)
through P-247 and P-267))
- A89-111 (P-65 through P-67))
- A89-126 (P-74 through P-76))
- A89-129 (P-77))
- A89-141 (P-112))
- A89-096 (P-13 through P-15))
- A89-103 (P-22))
- A89-107 (P-40 through P-41))
- A89-125 (P-73))
- A89-108 (P-42))
- A89-173 (P-146 through P-147))
- A89-095 (P-1, P-3 and P-8)
through P-12))
- A89-165 (P-139 through P-144))

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Defendants Alyeska Pipeline Service Company, ("Alyeska")(D-3), George M. Nelson, (D-9), Amerada Hess Pipeline Corporation (D-11), ARCO Pipe Line Company (D-12), BP Pipelines (Alaska) Inc. (D-19), Mobil Alaska Pipeline Company (D-14), Phillips Alaska Pipeline Corporation (D-20), and Unocal Pipeline Company (D-21) ("Defendants") respond to the Amended and Consolidated Class Action Complaint ("Complaint") as follows:

JURISDICTION AND VENUE

1. Answering paragraph 1, Defendants admit that the Complaint purports to allege admiralty or maritime claims and claims within the meaning of Rule 9(h), F.R.C.P. Except as so expressly admitted, Defendants deny the allegations.

2. Answering paragraph 2, Defendants admit that the grounding of the T/V EXXON VALDEZ occurred in this district and that Alyeska Pipeline Service Company ("Alyeska") does business in this district. Except as so expressly admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

THE PARTIES PLAINTIFF

3. Answering paragraphs 3 through 64, inclusive, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

THE PARTIES DEFENDANT

4. Answering paragraph 65, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

5. Answering paragraph 66, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

6. Answering paragraph 67, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

7. Answering paragraph 68, Defendants admit that the Complaint purports to define the term "the Exxon defendants." Except as so admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth or accuracy of the purported definition or the use of that term here or elsewhere in the Complaint and, on that basis, deny the allegations and further deny that any subsequent use of the term in the Complaint is necessarily accurate or appropriate.

8. Answering paragraph 69, Defendants admit: that Alyeska is a Delaware corporation with its principal place of business in Alaska; that Alyeska is owned by seven companies (hereinafter referred to, excepting Exxon Pipeline Company for purposes of the Answer only, as the "Owner Companies") consisting of Amerada Hess Pipeline Corporation, ARCO Pipe Line Company, BP Pipelines (Alaska) Inc., Exxon Pipeline Company, Mobil Alaska Pipeline Company, Phillips Alaska Pipeline Corporation, and Unocal Pipeline Company; that Alyeska operates the Trans-Alaska Pipeline System ("TAPS"), including the terminal facilities at the Port of Valdez, Alaska; that Alyeska has acted and acts as agent of the Owner Companies in the construction, operation and maintenance of

TAPS and the terminal facilities at the Port of Valdez, Alaska; and, that Alyeska prepared an Oil Spill Contingency Plan for Prince William Sound and maintains adequate personnel and equipment to fulfill the emergency response terms of the plan. Except as so expressly admitted, Defendants deny the allegations of said paragraph.

9. Answering paragraphs 70 through 76, inclusive, Defendants allege that Unocal Pipeline Corporation is a California corporation. Except as so expressly alleged, Defendants admit the allegations therein.

10. Answering paragraph 77, Defendants deny the allegations therein.

11. Answering paragraph 78, Defendants allege that George M. Nelson ("Nelson") is President and Chief Executive Officer of Alyeska and is currently a resident of Alaska. Except as so expressly alleged, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

12. Answering paragraph 79, Defendants admit that the Complaint purports to define the term "the Alyeska defendants." Except as so admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth or accuracy of the purported definition or the use of that term here or elsewhere in the Complaint and, on that basis, deny the allegations and further deny that any subsequent use of the term in the Complaint is necessarily accurate or appropriate.

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13. Answering paragraph 80, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

14. Answering paragraph 81, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

15. Answering paragraph 82, Defendants admit that the Trans-Alaska Pipeline Liability Fund is a non-profit corporation entity established pursuant to the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. Section 1653(c)(4). Except as so expressly admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

CLASS ACTION ALLEGATIONS

16. Answering paragraphs 83 and 84, Defendants admit that the Complaint purports to define a variety of classes pursuant to Rule 23 of the Federal Rules of Civil Procedure. Except as so admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

17. Answering paragraphs 85 through 94, inclusive, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

A. PRE-SPILL EVENTS

18. Answering paragraph 95, Defendants admit that there was, in or about the time period specified, a proposal by various companies to construct the Trans-Alaska Pipeline System (TAPS) from Prudhoe Bay to Valdez. Except as so expressly admitted, Defendants deny the allegations therein.

19. Answering paragraphs 96 through 102, inclusive, Defendants admit: that there was extended public and legislative debate concerning many aspects of the authorization, construction, and operation and facility location of TAPS; that there were and are many good faith differences of opinion and factual interpretations associated with this debate; that there was litigation by various private parties concerning many aspects of the authorization, construction, and operation of TAPS resulting in, among other things, a ruling regarding the proper width of the right-of-way for the pipeline; that subsequent to this ruling the United States Congress, after full exploration of the issues and extensive studies by federal agencies of, among other things, the environmental impacts of the proposed pipeline, authorized the construction of TAPS, finding that the "early development and delivery of oil and gas from Alaska's North Slope to domestic markets is in the national interest," and that "the earliest possible construction of a trans-Alaska oil pipeline from the North Slope of Alaska to Port Valdez in that State . . . will best serve the national interest;" and that, thereafter, various

federal and state agencies issued the necessary permits, leases, and other authorizations for construction and operation. Except as so expressly admitted, Defendants deny the allegations therein.

20. Answering paragraphs 103 and 104, Defendants allege that Alyeska began operation of TAPS in 1977 and that, since that time, there have been many public and private investigations of its operations and methods. Except as so expressly alleged, Defendants deny the allegations therein.

21. There are no Answer Paragraphs 22 through 27, inclusive.

28. Answering paragraph 105, Defendants allege that Alyeska prepared and submitted an Oil Spill Contingency Plan to the federal government and to the State of Alaska in 1977 and at various times thereafter. Except as so expressly alleged, Defendants deny the allegations therein.

29. Answering paragraph 106, Defendants allege that Section 306 of the Oil Spill Contingency Plan-Prince William Sound submitted to the federal government and State of Alaska in 1987 contained various oil spill scenarios, the terms of which speak for themselves. Except as so expressly alleged, Defendants deny the allegations therein.

30. Answering paragraph 107, Defendants deny the allegations therein.

31. Answering paragraph 108, Defendants deny the allegations therein.

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B. THE OIL SPILL

32. Answering paragraph 109, Defendants admit the T/V EXXON VALDEZ was berthed at the Valdez terminal on the evening of Thursday, March 23, 1989, and was loaded with approximately fifty-three million gallons of crude oil which had been transported through TAPS. Except as so expressly alleged, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

33. Answering paragraph 110, Defendants admit the T/V EXXON VALDEZ left the Valdez terminal at or about 9:15 p.m. on March 23, 1989. Except as so expressly alleged, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

34. Answering paragraphs 111 through 119, inclusive, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

35. Answering paragraph 120, Defendants deny the allegations therein as they pertain to Alyeska, Nelson, and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

C. RESPONSE AND CLEANUP EFFORTS BY THE
ALYESKA DEFENDANTS AND THE EXXON DEFENDANTS

36. Answering paragraph 121, Defendants deny the allegations as they pertain to Alyeska, the Owner Companies, and

Nelson. Except as so specifically denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

37. Answering paragraph 122, Defendants deny the allegations as they pertain to Alyeska, the Owner Companies, and Nelson. Except as so specifically denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

D. EFFECTS OF THE OIL SPILL

38. Answering paragraph 123, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

E. DAMAGE AND INJURY TO THE PLAINTIFFS
AND PLAINTIFF CLASSES

39. Answering paragraph 124, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

FIRST CLAIM FOR RELIEF

(Strict Liability Under Trans-Alaska
Pipeline Authorization Act-43 U.S.C. 1653(c))

(Plaintiffs v. Exxon Defendants and TAPS Fund)

40. Answering paragraphs 125 through 129, inclusive, Defendants adopt and incorporate by this reference their responses to paragraphs 1 through 124, inclusive, of the Complaint, as though set forth in full. Defendants further state that this purported Claim for Relief is not alleged against Defendants, and, accordingly, Defendants are not required to respond to the allegations of this Claim.

SECOND CLAIM FOR RELIEF
(Negligence Under Trans-Alaska Pipeline
Authorization Act- 43 U.S.C. 1653 (c))

(Plaintiffs v. Exxon Defendants)

41. Answering paragraphs 130 through 134, inclusive, Defendants adopt and incorporate by this reference their responses to paragraphs 1 through 129, inclusive, as though set forth in full. Defendants further state that this purported Claim for Relief is not alleged against Defendants, and, accordingly, Defendants are not required to respond to the allegations of this Claim.

THIRD CLAIM FOR RELIEF
(Unseaworthiness)

(Plaintiffs v. Exxon Defendants)

42. Answering paragraphs 135 through 137, inclusive, Defendants adopt and incorporate by this reference their responses to paragraphs 1 through 134, inclusive, of the Complaint, as though set forth in full. Defendants further state that this purported Claim for Relief is not alleged against Defendants, and, accordingly, Defendants are not required to respond to the allegations of this Claim.

FOURTH CLAIM FOR RELIEF
(Maritime Negligence)

(Plaintiffs v. Exxon Defendants, Hazelwood
and Cousins)

43. Answering paragraphs 138 through 146, inclusive, Defendants adopt and incorporate by this reference their responses to paragraphs 1 through 137, inclusive, of the Complaint, as though set forth in full.

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Defendants further state that this purported Claim for Relief is not alleged against Defendants, and, accordingly, Defendants are not required to respond to the allegations of this Claim.

FIFTH CLAIM FOR RELIEF
(Maritime Negligence)

(Plaintiffs v. Alyeska Defendants)

44. Answering paragraph 147, Defendants adopt and incorporate by this reference their responses to paragraphs 1 through 146, inclusive, of the Complaint, as though set forth in full.

45. Answering paragraph 148, Defendants deny the allegations therein.

46. Answering paragraph 149, Defendants deny the allegations therein.

47. Answering paragraph 150, Defendants deny the allegations therein and further deny that Alyeska, the Owner companies, or Nelson are liable to plaintiffs, or any of them, in any amount or manner.

SIXTH CLAIM FOR RELIEF
(Alaska National Interest Lands
Conservation Act,
16 U.S.C. 1301, et seq.)

(Class I-A Plaintiffs v. All Defendants Except
TAPS Fund)

48. Answering paragraph 151, Defendants adopt and incorporate by this reference their responses to paragraphs 1 through 150, inclusive, as though set forth in full.

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49. Answering paragraph 152, Defendants lack knowledge or information sufficient to form a belief as to the truth or the allegations and, on that basis, deny them.

50. Answering paragraph 153, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

51. Answering paragraph 154, Defendants deny the allegations as they pertain to Alyeska, the Owner Companies, and Nelson. Except as so specifically denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

52. Answering paragraph 155, Defendants deny the allegations as they pertain to Alyeska, the Owner Companies, and Nelson and further deny that any of said defendants are liable to plaintiffs, or any of them, in any amount or manner. Except as so specifically denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

FIRST SEPARATE AND ADDITIONAL DEFENSE

(Failure to State a Claim)

The Complaint and each purported Claim thereof fail to state a claim against Defendants upon which relief can be granted.

SECOND SEPARATE AND ADDITIONAL DEFENSE

(No violation of Alaska law or federal law)

Defendants did not violate any provision of Title 46, Chapters 3, 4 or 9 of the Alaska Statutes, or any other provision of Alaska statutes, regulations, or law or federal statutes, regulations, or law, with respect to Alyeska's preparation, planning, implementation, or execution of its Oil Spill Contingency Plan - Prince William Sound ("Contingency Plan") or with respect to its response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint.

THIRD SEPARATE AND ADDITIONAL DEFENSE

Defendants did not violate any provision of Alaska statutes, regulations, or law, or of federal statutes, regulations, or law, as they neither owned, operated, nor had control over the vessel from which any oil was discharged or any oil that was discharged as alleged in the Complaint. Further, Defendants neither caused nor permitted the discharge of any oil as alleged in the Complaint.

FOURTH SEPARATE AND ADDITIONAL DEFENSE

(No violation of administrative order)

Defendants did not violate nor disregard any order, permit, or other determination of the Alaska Department of Environmental Conservation, or of any other Alaska State agency, or of any federal agency, with respect to the preparation,

planning, implementation, or execution of Alyeska's contingency plan or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any subsequent discharge of oil as alleged in the Complaint.

FIFTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re statutory or regulatory violations)

Plaintiffs have no standing to assert any claim against Defendants predicated on an alleged violation of any Alaska or federal statute, regulation, order, permit, or other governmental determination.

SIXTH SEPARATE AND ADDITIONAL DEFENSE

(No breach of Right-of-Way lease)

Defendant did not breach any provision of the State and Federal Right-Of-Way Leases with respect to the preparation, planning, implementation or execution of Alyeska's Contingency Plan or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and subsequent discharge of oil into Prince William Sound.

SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re Right-Of-Way Lease)

Plaintiffs have no standing to assert any claim predicated on an alleged breach of the State and Federal Right-Of-Way Leases by Defendant as plaintiffs are not in privity with any party to the Lease.

EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(No liability for state-approved contingency plan)

Defendants are not liable for any alleged negligence or defect in the formulation or terms of the Alyeska Contingency Plan as this plan was fully reviewed and approved by the responsible State and Federal governmental agencies.

NINTH SEPARATE AND ADDITIONAL DEFENSE

(Compliance with contingency plan)

At the time of the grounding of the T/V EXXON VALDEZ, Alyeska's emergency response capabilities were in compliance with Alyeska's Contingency Plan in every material respect. Further, Alyeska's response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint was in accordance with the provisions of the contingency plan.

TENTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re contingency plan)

Plaintiffs have no standing to assert any claim predicated upon an alleged defect in the preparation, planning, implementation, or execution of Alyeska's Contingency Plan.

ELEVENTH SEPARATE AND ADDITIONAL DEFENSE

(No strict liability for contingency plan)

Defendants are not strictly liable for the preparation, planning, implementation, or execution of the Contingency Plan.

TWELFTH SEPARATE AND ADDITIONAL DEFENSE

(No strict liability for cleanup)

Defendants are not strictly liable for damages resulting from an oil spill nor for insuring the success of an oil spill cleanup pursuant to the Contingency Plan.

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THIRTEENTH SEPARATE AND ADDITIONAL DEFENSE

(No strict liability for ultra-hazardous activity)

Defendants have no liability under a theory of ultra-hazardous activity as the preparation, planning, implementation, and execution of the Contingency Plan is not an ultra-hazardous activity.

FOURTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Setoff)

Defendants are informed and believe, and thereon allege, that plaintiffs, or some of them, have received payments in full or partial satisfaction of the claims described in these actions. In the event of any recovery against Defendants herein, Defendants are entitled to setoff in the full amount of such payments.

FIFTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Release, Accord and Satisfaction)

Defendants are informed and believe, and thereon allege, that plaintiffs, or some of them, have received payments in full satisfaction of the claims described in these actions and have executed releases of such claims. Accordingly, any such payments operate as an accord, satisfaction, and release of all claims against Defendants and any such releases should bar claims against Defendants.

SIXTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Other Actions Pending)

Defendants are informed and believe, and thereon allege, that some or all of the plaintiffs have filed, or are putative

members of purported classes in some or all of the plaintiffs' other actions in this Court and in other courts alleging claims for recovery for the damages or injuries alleged herein. Accordingly, Defendants are entitled to an abatement of this action, or, in the event of any recovery by plaintiffs in such other actions as compensation for the damages or injuries alleged herein, to a setoff in the full amount of such recovery.

SEVENTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Failure to Mitigate)

Defendants are entitled to a reduction in any damages that may be awarded against them by virtue of, and to the full extent of, any failure by plaintiffs, or any of them, to mitigate damages.

EIGHTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Due Care)

At all relevant times, Defendants acted with due care with respect to the preparation, planning, implementation, and execution of the Alyeska Oil Spill Contingency Plan and with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint. Further, Defendants complied with all statutory and regulatory requirements concerning the contingency plan applicable at the time of any discharge of oil as alleged, and otherwise acted as a reasonable person under the circumstances.

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NINETEENTH SEPARATE AND ADDITIONAL DEFENSE

(Acts or omissions of third-parties)

Any discharge of oil as alleged in the Complaint was caused solely by the acts or omissions of parties other than Defendants who were not employees, agents, or otherwise under the control of Defendants.

TWENTIETH SEPARATE AND ADDITIONAL DEFENSE

(Acts at direction of the government)

Defendants have no liability to plaintiffs for any acts or omissions undertaken at the direction of governmental authorities including, but not limited to, the United States Coast Guard and the Alaska Department of Environmental Conservation.

TWENTY-FIRST SEPARATE AND ADDITIONAL DEFENSE

(Act of God)

In the days following the discharges of oil alleged in the Complaint, the region of the discharge experienced gale force winds, heavy seas and other conditions constituting acts of God. Defendants are not liable or otherwise responsible for any injury or damages resulting from any discharge of oil as alleged in the Complaint to the extent that such injury or damage resulted from the environmental conditions hindering, rendering ineffective, or preventing response efforts by Alyeska.

TWENTY-SECOND SEPARATE AND ADDITIONAL DEFENSE

(Combinations of third-parties and acts of God)

Some or all of any alleged injury or harm resulting from any discharge of oil as alleged in the Complaint were caused

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solely by a combination of the acts of third-parties (including governmental authorities) and acts of God referred to above.

TWENTY-THIRD SEPARATE AND ADDITIONAL DEFENSE

(No liability for nuisance)

Defendants never owned nor operated the T/V EXXON VALDEZ, never owned the oil discharged from the T/V EXXON VALDEZ, and never discharged, caused to be discharged, or permitted any discharge of oil as alleged in the Complaint. By reason of the foregoing, Defendants cannot be held liable for any claims of nuisance, whether arising under common law or statute.

TWENTY-FOURTH SEPARATE AND ADDITIONAL DEFENSE

(No standing to assert claim for injury to environment)

Plaintiffs have no standing to assert any claim for damages predicated on general allegations of injury to the environment or, without limitation, to lands, structures, fish, wildlife, aquatic life, biotic and other natural resources.

TWENTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE

(Adequacy of legal remedy)

To the extent that the Complaint may be construed to seek injunctive relief to create any fund or abate disruption of plaintiffs' business interests by any oil discharged as alleged in the Complaint, or in the event that plaintiffs seek such relief in the future, plaintiffs have not and could not allege the absence of adequate legal remedy to accomplish and compensate for such abatement. Injunctive relief is therefore unavailable and inappropriate.

TWENTY-SIXTH SEPARATE AND ADDITIONAL DEFENSE

(Inappropriateness of injunctive relief)

The injunctive relief requested by plaintiffs is impracticable, uncertain, unworkable, and intrudes upon an area under the direct monitoring and control of State and federal authorities. Injunctive relief cannot be afforded plaintiffs without intruding upon the governmental exercise of its police power and without intruding upon the interests of persons not party to this lawsuit.

TWENTY-SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(Injunction contrary to public interests)

Given the comprehensive regulation and control of the cleanup efforts by both the State and federal authorities, being coordinated by the Coast Guard "On-Scene Coordinator" pursuant to the National Contingency Plan, an injunction requiring the Court to interpose itself in the cleanup process without the benefit of the coordinated overview enjoyed by the On-Scene Coordinator would be contrary to the public interest.

TWENTY-EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(Statutory Limitations)

The amount of recovery against Defendants, if any, for the acts alleged herein is limited by, inter alia, state statutes, federal statutes, and principles of maritime and admiralty law, including, but not limited to, AS 09.17.010.

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TWENTY-NINTH SEPARATE AND ADDITIONAL DEFENSE

(Punitive Damages Unconstitutional)

The claims herein for punitive or exemplary damages should be dismissed because the award of such damages herein would be unconstitutional under various provisions of the United States Constitution and under various provisions of the Alaska Constitution including, without limitation, Article 1, Section 7, and Article 1, Section 12.

THIRTIETH SEPARATE AND ADDITIONAL DEFENSE

(Punitive Damages Not Supportable)

The Complaint and each and every count therein fail to allege facts sufficient to support a claim for punitive or exemplary damages.

THIRTY-FIRST SEPARATE AND ADDITIONAL DEFENSE

(Preemption)

Certain claims of plaintiffs herein are preempted by the comprehensive system of federal statutes and regulations and maritime and admiralty provisions relevant to the subject matter of the Complaint.

THIRTY-SECOND SEPARATE AND ADDITIONAL DEFENSE

(No Proximate Cause)

Some or all of the injuries or damages alleged by plaintiffs herein were not proximately caused by any acts or failures to act by Defendants and, accordingly, plaintiffs may not recover from Defendants for any such injuries or damages.

THIRTY-THIRD SEPARATE AND ADDITIONAL DEFENSE

(Comparative Negligence)

Some or all of the plaintiffs' claims may be barred or reduced by the doctrine of comparative negligence.

THIRTY-FOURTH SEPARATE AND ADDITIONAL DEFENSE

(Maritime Limitations)

Plaintiffs' claims are based on an alleged maritime tort and therefore are subject to applicable federal admiralty barring of, or limits to, recovery for remote economic loss.

THIRTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE

(Admiralty Bar of Claims)

Certain of plaintiffs' purported claims for relief under state and common law sound exclusively in admiralty law and are therefore barred.

THIRTY-SIXTH SEPARATE AND ADDITIONAL DEFENSE

(Right to Petition)

Certain theories of relief may not be maintained because those theories are based upon the exercise of the state and federal right to petition the state and federal governments with respect to the passage and enforcement of laws. Any representations made during the exercise of said rights are privileged under the State and Federal Constitutions.

THIRTY-SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(Lack of Standing)

Plaintiffs lack standing to seek any relief based upon alleged representations to federal or state legislative bodies or

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agencies regarding the matters alleged in the Complaint.

THIRTY-EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(TAPA Fund Liability)

The Fund, established under the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. Sec. 1653(c), may be strictly liable for some or all of the damages alleged by plaintiffs. This action should not proceed in the absence of joinder of the Fund as a defendant.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray judgment against plaintiffs as follows:

1. That plaintiffs take nothing by way of their Complaint;
2. That the Complaint be dismissed with prejudice as to Defendants.
3. For costs of suit herein, including attorneys' fees as available under all applicable statutes and principles of law; and
4. For such other and further relief as the Court may deem just and proper.

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D-14, D-20 and D-21

0621A:elw
8/15/89

ANSWER TO AMENDED AND CONSOLIDATED
CLASS ACTION COMPLAINT

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FILED IN
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PIPELINE COMPANY, PHILLIPS ALASKA PIPELINE CORPORATION,
and UNOCAL PIPELINE COMPANY (D-3, D-11, D-12, D-19,
D-14, D-20, and D-21, respectively)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

In Re)
THE EXXON VALDEZ)

No. A89-095 Civil
(Consolidated)

This Document Relates to
Action Nos.:

A89-135 (P-78 and
P-79)

ANSWER OF DEFENDANTS
D-3, D-11, D-12, D-19,
D-14, D-20, and
D-21 TO COMPLAINT

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ANSWER OF DEFENDANTS D-3, ET AL.
TO COMPLAINT OF P-78 AND P-79

Defendants D-3, D-11, D-12, D-19, D-14, D-20, and D-21 ("Defendants") respond to the Class Action Complaint ("Complaint") as follows:

JURY TRIAL DEMAND

1. Paragraph 1 is a jury demand, not an allegation, and, accordingly, no response is required.

JURISDICTION AND VENUE

2. Answering paragraph 2, Defendants admit that this action purports to bring maritime and admiralty claims within the meaning of Rule 9(h), F.R.C.P.

3. Answering paragraph 3, Defendants admit that the Complaint purports to be a civil action for injunctive relief and monetary damages arising out of the oil spill from the EXXON VALDEZ. Except as so expressly alleged, Defendants deny that there are any grounds for relief as against them. Except as so expressly admitted and denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

4. Answering paragraph 4, Defendants deny that there are any grounds for relief against them. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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5. Answering paragraph 5, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

THE PARTIES

6. Answering paragraph 6, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

7. Answering paragraph 7, Defendants admit that the Trans-Alaska Pipeline Liability Fund is a non-profit corporate entity established pursuant to the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. § 1653(c)(4). Except as so expressly admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

8. Answering paragraph 8, Defendants allege that Alyeska Pipeline Service Company ("Alyeska") is a Delaware corporation owned by seven companies (hereinafter collectively referred to, excepting Exxon Pipeline Company for purposes of the Answer only, as "Owner Companies") -- Amerada Hess Pipeline Corporation, ARCO Pipe Line Company, BP Pipelines (Alaska) Inc., Exxon Pipeline Company, Mobil Alaska Pipeline Company, Phillips Alaska Pipeline Corporation, and Unocal Pipeline Company -- and that these Owner Companies are permittees under the Rights-of-Way for the Trans-Alaska Pipeline System ("TAPS"). Except as so expressly alleged, Defendants deny the allegations therein.

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9. Answering paragraphs 9 through 11, inclusive, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

DEFINITIONS

10. Answering paragraphs 12 through 17, inclusive, Defendants admit that the Complaint purports to define various specified terms. Except as so admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth or accuracy of the purported definitions or the use of those terms here or elsewhere in the Complaint and, on that basis, deny the allegations and further deny that any subsequent uses of the terms in the Complaint are necessarily accurate or appropriate.

OPERATIVE FACTS

11. Answering paragraph 18, Defendants allege that the EXXON VALDEZ left the Port of Valdez, Alaska, the southern terminal facility of TAPS, on the evening of March 23, 1989. Except as so expressly alleged, Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations therein and, based thereon, deny the same.

12. Answering paragraph 19, Defendants allege the EXXON VALDEZ had been loaded with approximately 53 million gallons of North Slope crude oil which had been transported through the TAPS. Except as so expressly alleged, Defendants deny the allegations therein.

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13. Answering paragraphs 20 through 32, inclusive, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

CLASS ALLEGATIONS

14. Answering paragraphs 33 through 38, inclusive, Defendants admit that the Complaint purports to define a class pursuant to Rule 23 of the Federal Rules of Civil Procedure. Except as so expressly admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

15. Answering paragraph 39, Defendants deny that there are any grounds for the award of punitive damages or any other sum or manner of relief as against Alyeska or the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

16. Answering paragraph 40, Defendants deny that there are any grounds for the award of punitive damages or any other sum or manner of relief as against Alyeska or the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

17. Answering paragraph 41, Defendants deny that there are any grounds for the award of punitive damages or any other sum or manner of relief as against Alyeska or the Owner Companies.

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Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT I

18. Answering paragraph 42, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 41, inclusive, of the Complaint.

19. Answering paragraph 43, Defendants deny the allegations therein.

20. Answering paragraph 44, Defendants deny the allegations therein.

21. Answering paragraph 45, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

22. Answering paragraph 46, Defendants deny the allegations therein.

23. Answering paragraph 47, Defendants deny the allegations therein and further deny that Alyeska is liable to plaintiff or the plaintiff Class in any amount or manner.

COUNT II

24. Answering paragraphs 48 through 53, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 47, inclusive, of the Complaint as though set forth in full. Defendants further state that this purported Claim for Relief is not alleged against Defendants and, accordingly,

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ANSWER OF DEFENDANTS D-3, ET AL.
TO COMPLAINT OF P-78 AND P-79

Defendants are not required to respond to the allegations of this Claim.

COUNT III

25. Answering paragraph 54, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 53, inclusive, of the Complaint as though set forth in full.

26. Answering paragraph 55, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

27. Answering paragraph 56, Defendants are informed and believe, and thereon allege, that in excess of 100,000 barrels of oil was discharged from the vessel virtually instantaneously and such oil was, from the beginning, incapable of containment. Except as so expressly alleged, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

28. Answering paragraph 57, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

29. Answering paragraph 58, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

30. Answering paragraph 59, Defendants allege that Alyeska had substantially all of the equipment specified in its contingency plan as submitted to and approved by the State of Alaska. Except as so expressly alleged, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

31. Answering paragraph 60, Defendants allege that by early morning on March 24, 1989, Alyeska had sought approval from the United States Coast Guard and the State of Alaska for the use of chemical dispersants, as required by the applicable laws. Except as so alleged, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

32. Answering paragraph 61, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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33. Answering paragraph 62, Defendants allege that on March 24, 1989, Alyeska sought approval from the United States Coast Guard and the State of Alaska for a plan to burn the surface oil. Except as to alleged, Defendants deny the allegations as they pertain to Alyeska. Except as so alleged, Defendants lack knowledge or information sufficient to enable it to form a belief as to the truth of the allegations therein and, based thereon, deny the same.

34. Answering paragraph 63, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

35. Answering paragraph 64, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

36. Answering paragraph 65, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

37. Answering paragraph 66, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff

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or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

38. Answering paragraph 67, Defendants deny that there are any grounds for the award of punitive damages or any other sum or manner of relief as against Alyeska or the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT IV

39. Answering paragraphs 68 through 77, inclusive, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 67, inclusive, of the Complaint as though set forth in full. Defendants further state that this purported Claim for Relief is not alleged against Defendants and, accordingly, Defendants are not required to respond to the allegations of this Claim.

COUNT V

40. Answering paragraph 78, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 77, inclusive, of the Complaint as though set forth in full.

41. Answering paragraph 79, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so

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expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT VI

42. Answering paragraph 80, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 79, inclusive, of the Complaint as though set forth in full.

43. Answering paragraph 81, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT VII

44. Answering paragraph 82, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 81, inclusive, of the Complaint as though set forth in full.

45. Answering paragraph 83, Defendants admit that crude oil is defined as a hazardous substance in Section 46.03.826(4)(B) of the Alaska Environmental Conservation Act. Except as so expressly admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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46. Answering paragraph 84, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

47. Answering paragraph 85, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

48. Answering paragraph 86, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

49. Answering paragraph 88, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT VIII

50. Answering paragraph 89, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 88, inclusive, of the Complaint as though set forth in full.

51. Answering paragraph 90, Defendants deny the allegations therein as they pertain to Alyeska and the Owner

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Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

52. Answering paragraph 91, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

53. Answering paragraph 92, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

54. Answering paragraph 93, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT IX

55. Answering paragraph 94, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 93, inclusive, of the Complaint as though set forth in full.

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56. Answering paragraph 95, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

57. Answering paragraph 96, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

58. Answering paragraph 97, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

59. Answering paragraph 98, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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COUNT X

60. Answering paragraph 99, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 98, inclusive, of the Complaint as though set forth in full.

61. Answering paragraph 100 through 102, inclusive, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT XI

62. Answering paragraph 103, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 102, inclusive, of the Complaint as though set forth in full.

63. Answering paragraphs 104 through 107, inclusive, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

64. Answering paragraphs 108 through 112, inclusive, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 107, inclusive, as though set forth in full. Defendants further state that this purported Claim for Relief is

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not alleged against Defendants and, accordingly, Defendants are not required to respond to the allegations of this Claim.

FIRST SEPARATE AND ADDITIONAL DEFENSE

(Failure to State a Claim)

The Complaint and each purported Claim thereof fail to state a claim against Defendants upon which relief can be granted.

SECOND SEPARATE AND ADDITIONAL DEFENSE

(No violation of Alaska law or federal law)

Neither Alyeska nor the Owner Companies violate any provision of Title 46, Chapters 3, 4 or 9 of the Alaska Statutes, or any other provision of Alaska statutes, regulations, or law or federal statutes, regulations, or law, with respect to Alyeska's preparation, planning, implementation, or execution of its Oil Spill Contingency Plan - Prince William Sound ("Contingency Plan") or with respect to its response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint.

THIRD SEPARATE AND ADDITIONAL DEFENSE

Neither Alyeska nor the Owner Companies violated any provision of Alaska statutes, regulations, or law, or of federal statutes, regulations, or law, as they neither owned, operated, nor had control over the vessel from which any oil was discharged or any oil that was discharged as alleged in the Complaint. Further, neither Alyeska nor the Owner Companies caused or permitted the discharge of any oil as alleged in the Complaint.

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FOURTH SEPARATE AND ADDITIONAL DEFENSE

(No violation of administrative order)

Neither Alyeska nor the Owner Companies violated or disregarded any order, permit, or other determination of the Alaska Department of Environmental Conservation, or of any other Alaska State agency, or of any federal agency, with respect to the preparation, planning, implementation, or execution of Alyeska's contingency plan or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any subsequent discharge of oil as alleged in the Complaint.

FIFTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re statutory or regulatory violations)

Plaintiffs have no standing to assert any claim against Alyeska or the Owner Companies predicated on an alleged violation of any Alaska or federal statute, regulation, order, permit, or other governmental determination.

SIXTH SEPARATE AND ADDITIONAL DEFENSE

(Contingency Plan not statutory)

Alyeska's obligation, if any, to maintain a contingency plan for Prince William Sound is not statutory in nature.

SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(No breach of Right-of-Way lease)

Neither Alyeska nor the Owner Companies breached any provision of the State and Federal Right-Of-Way Leases with respect to the preparation, planning, implementation or execution of

Alyeska's Contingency Plan or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and subsequent discharge of oil into Prince William Sound.

EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re Right-Of-Way Lease)

Plaintiffs have no standing to assert any claim predicated on an alleged breach of the State and Federal Right-Of-Way Leases by Alyeska or the Owner Companies as plaintiffs are not in privity with any party to the Lease.

NINTH SEPARATE AND ADDITIONAL DEFENSE

(No liability for state-approved contingency plan)

Neither Alyeska nor the Owner Companies are liable for any alleged negligence or defect in the formulation or terms of the Alyeska Contingency Plan as this plan was fully reviewed and approved by the responsible State and Federal governmental agencies.

TENTH SEPARATE AND ADDITIONAL DEFENSE

(Compliance with contingency plan)

At the time of the grounding of the T/V EXXON VALDEZ, Alyeska's emergency response capabilities were in compliance with Alyeska's Contingency Plan in every material respect. Further, Alyeska's response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint was in accordance with the provisions of the contingency plan.

ELEVENTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re contingency plan)

Plaintiffs have no standing to assert any claim predicated upon an alleged defect in the preparation, planning, implementation, or execution of Alyeska's Contingency Plan.

TWELFTH SEPARATE AND ADDITIONAL DEFENSE

(No strict liability for contingency plan)

Neither Alyeska nor the Owner Companies are strictly liable for the preparation, planning, implementation, or execution of the Contingency Plan.

THIRTEENTH SEPARATE AND ADDITIONAL DEFENSE

(No strict liability for cleanup)

Neither Alyeska nor the Owner Companies are strictly liable for damages resulting from an oil spill nor for insuring the success of an oil spill cleanup pursuant to the Contingency Plan.

FOURTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Setoff)

Defendants are informed and believe, and thereon allege, that plaintiffs, or some of them, have received payments in full or partial satisfaction of the claims described in these actions. In the event of any recovery against Defendants herein, Defendants are entitled to setoff in the full amount of such payments.

FIFTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Release, Accord and Satisfaction)

Defendants are informed and believes, and thereon alleges, that plaintiffs, or some of them, have received payments

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in full satisfaction of the claims described in these actions and have executed releases of such claims. Accordingly, any such payments operate as an accord, satisfaction, and release of all claims against Defendants and any such releases should bar claims against Defendants.

SIXTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Other Actions Pending)

Defendants are informed and believe, and thereon allege, that some or all of the plaintiffs have filed, or are putative members of purported classes in other actions in this Court and in other courts alleging claims for recovery for the damages or injuries alleged herein. Accordingly, Defendants is entitled to an abatement of this action, or, in the event of any recovery by plaintiffs in such other actions as compensation for the damages or injuries alleged herein, to a setoff in the full amount of such recovery.

SEVENTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Failure to Mitigate)

Defendants are entitled to a reduction in any damages that may be awarded against them by virtue of, and to the full extent of, any failure by plaintiffs, or any of them, to mitigate damages.

EIGHTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Due Care)

At all relevant times, Alyeska and the Owner Companies acted with due care with respect to the preparation,

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planning, implementation, and execution of the Alyeska Oil Spill Contingency Plan and with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint. Further, Alyeska and the Owner Companies complied with all statutory and regulatory requirements concerning the contingency plan applicable at the time of any discharge of oil as alleged, and otherwise acted as a reasonable person under the circumstances.

NINETEENTH SEPARATE AND ADDITIONAL DEFENSE

(No negligence per se)

Neither Alyeska nor the Owner Companies have any liability to plaintiffs on a theory of negligence per se as they did not violate any statutory or regulatory provision with respect to the preparation, planning, implementation, or execution of the Alyeska contingency plan for Prince William Sound or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any release of oil as alleged in the Complaint, and plaintiffs are not in the class of persons that the statutes or regulations were intended to protect.

TWENTIETH SEPARATE AND ADDITIONAL DEFENSE

(Acts or omissions of third-parties)

Any discharge of oil as alleged in the Complaint was caused solely by the acts or omissions of parties other than Alyeska nor the Owner Companies who were not employees, agents, or otherwise under the control of Alyeska or ther Owner Companies.

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TWENTY-FIRST SEPARATE AND ADDITIONAL DEFENSE

(Acts at direction of the government)

Neither Alyeska nor the Owner Companies have any liability to plaintiffs for any acts or omissions undertaken at the direction of governmental authorities including, but not limited to, the United States Coast Guard and the Alaska Department of Environmental Conservation.

TWENTY-SECOND SEPARATE AND ADDITIONAL DEFENSE

(Act of God)

In the days following the discharges of oil alleged in the Complaint, the region of the discharge experienced gale force winds, heavy seas and other conditions constituting acts of God. Neither Alyeska nor the Owner Companies are liable or otherwise responsible for any injury or damages resulting from any discharge of oil as alleged in the Complaint to the extent that such injury or damage resulted from the environmental conditions hindering, rendering ineffective, or preventing response efforts by Alyeska.

TWENTY-THIRD SEPARATE AND ADDITIONAL DEFENSE

(Combinations of third-parties and acts of God)

Some or all of any alleged injury or harm resulting from any discharge of oil as alleged in the Complaint were caused solely by a combination of the acts of third-parties (including governmental authorities) and acts of God referred to above.

TWENTY-FOURTH SEPARATE AND ADDITIONAL DEFENSE

(No liability for nuisance)

Alyeska and the Owner Companies never owned nor

operated the T/V EXXON VALDEZ, never owned the oil discharged from the T/V EXXON VALDEZ, and never discharged, caused to be discharged, or permitted any discharge of oil as alleged in the Complaint. By reason of the foregoing, Alyeska and the Owner Companies cannot be held liable for any claims of nuisance, whether arising under common law or statute.

TWENTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE

(No standing to assert claim for injury to environment)

Plaintiffs have no standing to assert any claim for damages predicated on general allegations of injury to the environment or, without limitation, to lands, structures, fish, wildlife, aquatic life, biotic and other natural resources.

TWENTY-SIXTH SEPARATE AND ADDITIONAL DEFENSE

(Adequacy of legal remedy)

To the extent that the Complaint may be construed to seek injunctive relief to create any fund or abate disruption of plaintiffs' business interests by any oil discharged as alleged in the Complaint, or in the event that plaintiffs seek such relief in the future, plaintiffs have not and could not allege the absence of adequate legal remedy to accomplish and compensate for such abatement. Injunctive relief is therefore unavailable and inappropriate.

TWENTY-SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(Inappropriateness of injunctive relief)

The injunctive relief requested by plaintiffs is impracticable, uncertain, unworkable, and intrudes upon an area

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under the direct monitoring and control of State and federal authorities. Injunctive relief cannot be afforded plaintiffs without intruding upon the governmental exercise of its police power and without intruding upon the interests of persons not party to this lawsuit.

TWENTY-EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(Injunction contrary to public interests)

Given the comprehensive regulation and control of the cleanup efforts by both the State and federal authorities, being coordinated by the Coast Guard "On-Scene Coordinator" pursuant to the National Contingency Plan, an injunction requiring the Court to interpose itself in the cleanup process without the benefit of the coordinated overview enjoyed by the On-Scene Coordinator would be contrary to the public interest.

TWENTY-NINTH SEPARATE AND ADDITIONAL DEFENSE

(Statutory Limitations)

The amount of recovery against Alyeska or the Owner Companies, if any, for the acts alleged herein is limited by, inter alia, state statutes, federal statutes, and principles of maritime and admiralty law, including, but not limited to, AS 09.17.010.

THIRTIETH SEPARATE AND ADDITIONAL DEFENSE

(Punitive Damages Unconstitutional)

The claims herein for punitive or exemplary damages should be dismissed because the award of such damages herein would be unconstitutional under various provisions of the United States Constitution and under various provisions of the Alaska

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Constitution including, without limitation, Article 1, Section 7, and Article 1, Section 12.

THIRTY-FIRST SEPARATE AND ADDITIONAL DEFENSE

(Punitive Damages Not Supportable)

The Complaint and each and every count therein fail to allege facts sufficient to support a claim for punitive or exemplary damages.

THIRTY-SECOND SEPARATE AND ADDITIONAL DEFENSE

(Preemption)

Certain claims of plaintiffs herein are preempted by the comprehensive system of federal statutes and regulations and maritime and admiralty provisions relevant to the subject matter of the Complaint.

THIRTY-THIRD SEPARATE AND ADDITIONAL DEFENSE

(No Proximate Cause)

Some or all of the injuries or damages alleged by plaintiffs herein were not proximately caused by any acts or failures to act by Alyeska or the Owner Companies and, accordingly, plaintiffs may not recover from Alyeska or the Owner Companies for any such injuries or damages.

THIRTY-FOURTH SEPARATE AND ADDITIONAL DEFENSE

(Comparative Negligence)

Some or all of the plaintiffs' claims may be barred or reduced by the doctrine of comparative negligence.

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THIRTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE

(Maritime Limitations)

Plaintiffs' claims are based on an alleged maritime tort and therefore are subject to applicable federal admiralty barring of, or limits to, recovery for remote economic loss.

THIRTY-SIXTH SEPARATE AND ADDITIONAL DEFENSE

(Admiralty Bar of Claims)

Certain of plaintiffs' purported claims for relief under state and common law sound exclusively in admiralty law and are therefore barred.

THIRTY-SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(Right to Petition)

Certain theories of relief may not be maintained because those theories are based upon the exercise of the state and federal right to petition the state and federal governments with respect to the passage and enforcement of laws. Any representations made during the exercise of said rights are privileged under the State and Federal Constitutions.

THIRTY-EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(Lack of Standing)

Plaintiffs lack standing to seek any relief based upon alleged representations to federal or state legislative bodies or agencies regarding the matters alleged in the Complaint.

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THIRTY-NINTH SEPARATE AND ADDITIONAL DEFENSE

(Bill of Attainder)

Those portions of AS 46.03 that were enacted after the oil spill constitute an unlawful bill of attainder violative of Article 1, Section 10 of the United States Constitution, and if applied to Alyeska or the Owner Companies would also violate the due process clauses of the state and federal constitutions and the contract clause of the United States Constitution.

FORTIETH SEPARATE AND ADDITIONAL DEFENSE

(TAPA Fund Liability)

The Fund, established under the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. Sec. 1653(c), may be strictly liable for some or all of the damages alleged by plaintiffs. This action should not proceed in the absence of joinder of the Fund as a defendant.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray judgment against plaintiffs as follows:

1. That plaintiffs take nothing by way of their Complaint;
2. That the Complaint be dismissed with prejudice as to Defendants;
3. For costs of suit herein, including attorneys' fees as available under all applicable statutes and principles of


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law; and,

4. For such other and further relief as the Court may deem just and proper.

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D-14, D-20, D-21, and
D-21

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DISTRICT OF ALASKA

Attorneys for Defendants
ALYESKA PIPELINE SERVICE COMPANY,
AMERADA HESS PIPELINE CORPORATION, ARCO PIPE LINE
COMPANY, BP PIPELINES (ALASKA) INC., MOBIL ALASKA
PIPELINE COMPANY, PHILLIPS ALASKA PIPELINE CORPORATION,
and UNOCAL PIPELINE COMPANY (D-3, D-11, D-12, D-19,
D-14, D-20, and D-21, respectively)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

In Re)

THE EXXON VALDEZ)

No. A89-095 Civil
(Consolidated)

This Document Relates to
Action Nos.:

A89-270 (P-201)

ANSWER OF DEFENDANTS
D-3, D-11, D-12, D-19
D-14, D-20, and D-21
TO CIVIL COMPLAINT

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ANSWER OF DEFENDANTS D-3 ET AL.
TO COMPLAINT OF P-201

Defendants Alyeska Pipeline Service Company ("Alyeska") (D-3), Amerada Hess Pipeline Corporation (erroneously sued herein as Amerada Hess Corporation) (D-11), ARCO Pipe Line Company (D-12), BP Pipelines (Alaska) Inc. (erroneously sued as British Petroleum Pipelines) (D-19), Mobil Alaska Pipeline Company (D-14), Phillips Alaska Pipeline Corporation (erroneously sued as Phillips Petroleum Company) (D-20), and Unocal Pipeline Company (erroneously sued as Union Alaska Pipeline Company) (D-21) ("Defendants") respond to the Class Action Complaint ("Complaint") as follows:

1. Paragraph 1 is a jury demand, not an allegation, and, accordingly, no response is required.

JURISDICTION AND VENUE

2. Answering paragraph 2, Defendants admit that the action purports to be a civil action for injunctive relief and monetary damages. Except as so expressly admitted, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies (as defined in paragraph 8 below) and further deny that Alyeska or the Owner Companies are liable to plaintiffs, or any of them, in any manner or sum. Except as so expressly admitted and denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

3. Answering paragraph 3, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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4. Answering paragraph 4, Defendants deny that there are any grounds for relief against them. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

5. Answering paragraph 5, Defendants allege that Alyeska has its principal place of business in this district. Except as so expressly alleged, Defendants deny the allegations as they pertain to Defendants. Except as so expressly alleged and denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

THE PARTIES

6. Answering paragraph 6, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

7. Answering paragraph 7, Defendants admit that the Trans-Alaska Pipeline Liability Fund is a non-profit corporate entity established pursuant to the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. § 1653(c)(4). Except as so expressly admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

8. Answering paragraph 8, Defendants allege that Alyeska Pipeline Service Company ("Alyeska") is a Delaware corporation owned by seven companies ("Owner Companies") -- Amerada Hess

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Pipeline Corporation, ARCO Pipe Line Company, BP Pipelines (Alaska) Inc., Exxon Pipeline Company, Mobil Alaska Pipeline Company, Phillips Alaska Pipeline Corporation, and Unocal Pipeline Company -- and that these Owner Companies are permittees under the Rights-of-Way for the Trans-Alaska Pipeline System ("TAPS").

Defendants further allege that Alyeska operates the TAPS, including the terminal at Valdez, Alaska, and that the T/V EXXON VALDEZ was loaded with North Slope crude oil at the Valdez Terminal. Except as so expressly alleged, Defendants deny the allegations therein.

9. Answering paragraphs 9 through 11, inclusive, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

DEFINITIONS

10. Answering paragraphs 12 through 18, inclusive, Defendants admit that the Complaint purports to define various specified terms. Except as so admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth or accuracy of the purported definitions or the use of those terms here or elsewhere in the Complaint and, on that basis, deny the allegations and further deny that any subsequent uses of the terms in the Complaint are necessarily accurate or appropriate.

OPERATIVE FACTS

11. Answering paragraph 19, Defendants allege that the EXXON VALDEZ left the Port of Valdez, Alaska, the southern terminal facility of the TAPS, on the evening of March 23, 1989. Except as

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so expressly alleged, Alyeska lacks information or knowledge sufficient to enable it to form a belief as to the truth of the allegations therein and, based thereon, denies the same.

12. Answering paragraph 20, Defendants allege that, when it left the terminal facilities, the EXXON VALDEZ was laden with approximately 53 million gallons of North Slope crude oil which had been transported through the TAPS. Except as so expressly alleged, Defendants deny the allegations therein.

13. Answering paragraphs 21 through 28, inclusive, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

14. Answering paragraph 29, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT I

15. Answering paragraph 30, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 29, inclusive, of the Complaint as though set forth in full.

16. Answering paragraph 31, Defendants deny the allegations therein.

17. Answering paragraph 32, Defendants deny the allegations therein.

18. Answering paragraph 33, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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19. Answering paragraph 34, Defendants deny the allegations therein.

20. Answering paragraph 35, Defendants deny the allegations therein and further deny that Alyeska is liable to plaintiff or the plaintiff Class in any amount or manner.

COUNT II

21. Answering paragraphs 36 through 41, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 35, inclusive, of the Complaint as though set forth in full. Defendants further state that this purported Claim for Relief is not alleged against Defendants and, accordingly, Defendants are not required to respond to the allegations of this Claim.

COUNT III

22. Answering paragraph 42, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 53, inclusive, of the Complaint as though set forth in full.

23. Answering paragraph 43, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

24. Answering paragraph 44, Defendants are informed and believe, and thereon allege, that in excess of 100,000 barrels of oil was discharged from the vessel virtually instantaneously and such oil was, from the beginning, incapable of containment. Except

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as so expressly alleged, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

25. Answering paragraph 45, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

26. Answering paragraph 46, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

27. Answering paragraph 47, Defendants allege that Alyeska had substantially all of the equipment specified in its contingency plan as submitted to and approved by the State of Alaska. Except as so expressly alleged, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

28. Answering paragraph 48, Defendants allege that by early morning on March 24, 1989, Alyeska had sought approval from the United States Coast Guard and the State of Alaska for the use

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ANSWER OF DEFENDANTS D-3 ET AL.
TO COMPLAINT OF P-201

of chemical dispersants, as required by applicable laws. Except as so expressly alleged, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

29. Answering paragraph 49, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

30. Answering paragraph 50, Defendants allege that on March 24, 1989, Alyeska sought approval from the United States Coast Guard and the State of Alaska for a plan to burn the surface oil. Except as so alleged, Defendants deny the allegations therein as they pertain to Alyeska and Owner Companies. Except as so expressly alleged and denied, Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations therein and, based thereon, deny the same.

31. Answering paragraph 51, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

32. Answering paragraph 52, Defendants allege that Alyeska had substantially all of the equipment specified in its contingency plan as submitted to and approved by the State of Alaska. Except as so expressly alleged, Defendants deny the

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ANSWER OF DEFENDANTS D-3 ET AL.
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allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

33. Answering paragraph 53, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

34. Answering paragraph 54, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT IV

35. Answering paragraphs 55 through 62, inclusive, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 54, inclusive, of the Complaint as though set forth in full. Defendants further state that this purported Claim for Relief is not alleged against Defendants and, accordingly, Defendants are not required to respond to the allegations of this Claim.

COUNT V

36. Answering paragraph 63, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through

62, inclusive, of the Complaint as though set forth in full.

37. Answering paragraph 64, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT VI

38. Answering paragraph 65, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 64, inclusive, of the Complaint as though set forth in full.

39. Answering paragraph 66, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT VII

40. Answering paragraph 67, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 66, inclusive, of the Complaint as though set forth in full.

41. Answering paragraph 68, Defendants admit that crude oil is defined as a hazardous substance in Section 46.03.826(4)(B) of the Alaska Environmental Conservation Act. Except as so

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expressly admitted, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

42. Answering paragraph 69, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

43. Answering paragraph 70, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

44. Answering paragraph 71, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

45. Answering paragraph 72, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

46. Answering paragraph 73, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

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COUNT VIII

47. Answering paragraph 74, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 73, inclusive, of the Complaint as though set forth in full.

48. Answering paragraph 75, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

49. Answering paragraph 76, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

50. Answering paragraph 77, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

51. Answering paragraph 78, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information

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sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT IX

52. Answering paragraph 79, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 78, inclusive, of the Complaint as though set forth in full.

53. Answering paragraph 80, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

54. Answering paragraph 81, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

55. Answering paragraph 82, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

56. Answering paragraph 83, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff

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or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT X

57. Answering paragraph 84, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 83, inclusive, of the Complaint as though set forth in full.

58. Answering paragraph 85 through 87, inclusive, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Except as so expressly denied, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

COUNT XI

59. Answering paragraph 88, Defendants adopt and incorporate by this reference the responses to paragraphs 1 through 87, inclusive, of the Complaint as though set forth in full.

60. Answering paragraph 89 and 90, inclusive, Defendants deny the allegations therein as they pertain to Alyeska and the Owner Companies and further deny that Defendants are liable to plaintiff or the plaintiff Class in any amount or manner. Defendants further deny that there are any grounds for award of punitive damages as against Alyeska or the Owner Companies. Except as so expressly denied, Defendants lack knowledge or information

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sufficient to form a belief as to the truth of the allegations and, on that basis, deny them.

FIRST SEPARATE AND ADDITIONAL DEFENSE

(Failure to State a Claim)

The Complaint and each purported Claim thereof fail to state a claim against Defendants (hereinafter defined to include Alyeska and the Owner Companies, excepting Exxon Pipeline Company) upon which relief can be granted.

SECOND SEPARATE AND ADDITIONAL DEFENSE

(No violation of Alaska law or federal law)

Defendants did not violate any provision of Title 46, Chapters 3, 4 or 9 of the Alaska Statutes, or any other provision of Alaska statutes, regulations, or law or federal statutes, regulations, or law, with respect to Alyeska's preparation, planning, implementation, or execution of its Oil Spill Contingency Plan - Prince William Sound ("Contingency Plan") or with respect to its response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint.

THIRD SEPARATE AND ADDITIONAL DEFENSE

Defendants did not violate any provision of Alaska statutes, regulations, or law, or of federal statutes, regulations, or law, as they neither owned, operated, nor had control over the vessel from which any oil was discharged or any oil that was discharged as alleged in the Complaint. Further, Defendants neither caused nor permitted the discharge of any oil as alleged in the Complaint.

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FOURTH SEPARATE AND ADDITIONAL DEFENSE

(No violation of administrative order)

Defendants did not violate nor disregard any order, permit, or other determination of the Alaska Department of Environmental Conservation, or of any other Alaska State agency, or of any federal agency, with respect to the preparation, planning, implementation, or execution of Alyeska's contingency plan or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any subsequent discharge of oil as alleged in the Complaint.

FIFTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re statutory or regulatory violations)

Plaintiffs have no standing to assert any claim against Defendants predicated on an alleged violation of any Alaska or federal statute, regulation, order, permit, or other governmental determination.

SIXTH SEPARATE AND ADDITIONAL DEFENSE

(No breach of Right-of-Way lease)

Defendant did not breach any provision of the State and Federal Right-Of-Way Leases with respect to the preparation, planning, implementation or execution of Alyeska's Contingency Plan or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and subsequent discharge of oil into Prince William Sound.

SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re Right-Of-Way Lease)

Plaintiffs have no standing to assert any claim predicated on an alleged breach of the State and Federal Right-Of-Way Leases by Defendant as plaintiffs are not in privity with any party to the Lease.

EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(No liability for state-approved contingency plan)

Defendants are not liable for any alleged negligence or defect in the formulation or terms of the Alyeska Contingency Plan as this plan was fully reviewed and approved by the responsible State and Federal governmental agencies.

NINTH SEPARATE AND ADDITIONAL DEFENSE

(Compliance with contingency plan)

At the time of the grounding of the T/V EXXON VALDEZ, Alyeska's emergency response capabilities were in compliance with Alyeska's Contingency Plan in every material respect. Further, Alyeska's response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint was in accordance with the provisions of the contingency plan.

TENTH SEPARATE AND ADDITIONAL DEFENSE

(No standing re contingency plan)

Plaintiffs have no standing to assert any claim predicated upon an alleged defect in the preparation, planning, implementation, or execution of Alyeska's Contingency Plan.

ELEVENTH SEPARATE AND ADDITIONAL DEFENSE

(No strict liability for contingency plan)

Defendants are not strictly liable for the preparation, planning, implementation, or execution of the Contingency Plan.

TWELFTH SEPARATE AND ADDITIONAL DEFENSE

(No strict liability for cleanup)

Defendants are not strictly liable for damages resulting from an oil spill nor for insuring the success of an oil spill cleanup pursuant to the Contingency Plan.

THIRTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Setoff)

Defendants are informed and believe, and thereon allege, that plaintiffs, or some of them, have received payments in full or partial satisfaction of the claims described in these actions. In the event of any recovery against Defendants herein, Defendants are entitled to setoff in the full amount of such payments.

FOURTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Release, Accord and Satisfaction)

Defendants are informed and believe, and thereon allege, that plaintiffs, or some of them, have received payments in full satisfaction of the claims described in these actions and have executed releases of such claims. Accordingly, any such payments operate as an accord, satisfaction, and release of all claims against Defendants and any such releases should bar claims against Defendants.

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FIFTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Other Actions Pending)

Defendants are informed and believe, and thereon allege, that some or all of the plaintiffs have filed, or are putative members of purported classes in some or all of the plaintiffs' other actions in this Court and in other courts alleging claims for recovery for the damages or injuries alleged herein. Accordingly, Defendants are entitled to an abatement of this action, or, in the event of any recovery by plaintiffs in such other actions as compensation for the damages or injuries alleged herein, to a setoff in the full amount of such recovery.

SIXTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Failure to Mitigate)

Defendants are entitled to a reduction in any damages that may be awarded against them by virtue of, and to the full extent of, any failure by plaintiffs, or any of them, to mitigate damages.

SEVENTEENTH SEPARATE AND ADDITIONAL DEFENSE

(Due Care)

At all relevant times, Defendants acted with due care with respect to the preparation, planning, implementation, and execution of the Alyeska Oil Spill Contingency Plan and with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any discharge of oil as alleged in the Complaint. Further, Defendants complied with all statutory and regulatory requirements concerning the contingency plan applicable at the time

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of any discharge of oil as alleged, and otherwise acted as a reasonable person under the circumstances.

EIGHTEENTH SEPARATE AND ADDITIONAL DEFENSE

(No negligence per se)

Defendants have no liability to plaintiffs on a theory of negligence per se as they did not violate any statutory or regulatory provision with respect to the preparation, planning, implementation, or execution of the Alyeska contingency plan for Prince William Sound or with respect to Alyeska's response to the grounding of the T/V EXXON VALDEZ and any release of oil as alleged in the Complaint, and plaintiffs are not in the class of persons that the statutes or regulations were intended to protect.

NINETEENTH SEPARATE AND ADDITIONAL DEFENSE

(Acts or omissions of third-parties)

Any discharge of oil as alleged in the Complaint was caused solely by the acts or omissions of parties other than Defendants who were not employees, agents, or otherwise under the control of Defendants.

TWENTIETH SEPARATE AND ADDITIONAL DEFENSE

(Acts at direction of the government)

Defendants have no liability to plaintiffs for any acts or omissions undertaken at the direction of governmental authorities including, but not limited to, the United States Coast Guard and the Alaska Department of Environmental Conservation.

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TWENTY-FIRST SEPARATE AND ADDITIONAL DEFENSE

(Act of God)

In the days following the discharges of oil alleged in the Complaint, the region of the discharge experienced gale force winds, heavy seas and other conditions constituting acts of God. Defendants are not liable or otherwise responsible for any injury or damages resulting from any discharge of oil as alleged in the Complaint to the extent that such injury or damage resulted from the environmental conditions hindering, rendering ineffective, or preventing response efforts by Alyeska.

TWENTY-SECOND SEPARATE AND ADDITIONAL DEFENSE

(Combinations of third-parties and acts of God)

Some or all of any alleged injury or harm resulting from any discharge of oil as alleged in the Complaint were caused solely by a combination of the acts of third-parties (including governmental authorities) and acts of God referred to above.

TWENTY-THIRD SEPARATE AND ADDITIONAL DEFENSE

(No liability for nuisance)

Defendants never owned nor operated the T/V EXXON VALDEZ, never owned the oil discharged from the T/V EXXON VALDEZ, and never discharged, caused to be discharged, or permitted any discharge of oil as alleged in the Complaint. By reason of the foregoing, Defendants cannot be held liable for any claims of nuisance, whether arising under common law or statute.

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TWENTY-FOURTH SEPARATE AND ADDITIONAL DEFENSE

(No standing to assert claim for injury to environment)

Plaintiffs have no standing to assert any claim for damages predicated on general allegations of injury to the environment or, without limitation, to lands, structures, fish, wildlife, aquatic life, biotic and other natural resources.

TWENTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE

(Adequacy of legal remedy)

To the extent that the Complaint may be construed to seek injunctive relief to create any fund or abate disruption of plaintiffs' business interests by any oil discharged as alleged in the Complaint, or in the event that plaintiffs seek such relief in the future, plaintiffs have not and could not allege the absence of adequate legal remedy to accomplish and compensate for such abatement. Injunctive relief is therefore unavailable and inappropriate.

TWENTY-SIXTH SEPARATE AND ADDITIONAL DEFENSE

(Inappropriateness of injunctive relief)

The injunctive relief requested by plaintiffs is impracticable, uncertain, unworkable, and intrudes upon an area under the direct monitoring and control of State and federal authorities. Injunctive relief cannot be afforded plaintiffs without intruding upon the governmental exercise of its police power and without intruding upon the interests of persons not party to this lawsuit.

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TWENTY-SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(Injunction contrary to public interests)

Given the comprehensive regulation and control of the cleanup efforts by both the State and federal authorities, being coordinated by the Coast Guard "On-Scene Coordinator" pursuant to the National Contingency Plan, an injunction requiring the Court to interpose itself in the cleanup process without the benefit of the coordinated overview enjoyed by the On-Scene Coordinator would be contrary to the public interest.

TWENTY-EIGHTH SEPARATE AND ADDITIONAL DEFENSE

(Statutory Limitations)

The amount of recovery against Defendants, if any, for the acts alleged herein is limited by, inter alia, state statutes, federal statutes, and principles of maritime and admiralty law, including, but not limited to, AS 09.17.010.

TWENTY-NINTH SEPARATE AND ADDITIONAL DEFENSE

(Punitive Damages Unconstitutional)

The claims herein for punitive or exemplary damages should be dismissed because the award of such damages herein would be unconstitutional under various provisions of the United States Constitution and under various provisions of the Alaska Constitution including, without limitation, Article 1, Section 7, and Article 1, Section 12.

THIRTIETH SEPARATE AND ADDITIONAL DEFENSE

(Punitive Damages Not Supportable)

The Complaint and each and every count therein fail to allege facts sufficient to support a claim for punitive or exemplary damages.

THIRTY-FIRST SEPARATE AND ADDITIONAL DEFENSE

(Preemption)

Certain claims of plaintiffs herein are preempted by the comprehensive system of federal statutes and regulations and maritime and admiralty provisions relevant to the subject matter of the Complaint.

THIRTY-SECOND SEPARATE AND ADDITIONAL DEFENSE

(No Proximate Cause)

Some or all of the injuries or damages alleged by plaintiffs herein were not proximately caused by any acts or failures to act by Defendants and, accordingly, plaintiffs may not recover from Defendants for any such injuries or damages.

THIRTY-THIRD SEPARATE AND ADDITIONAL DEFENSE

(Comparative Negligence)

Some or all of the plaintiffs' claims may be barred or reduced by the doctrine of comparative negligence.

THIRTY-FOURTH SEPARATE AND ADDITIONAL DEFENSE

(Maritime Limitations)

Plaintiffs' claims are based on an alleged maritime tort and therefore are subject to applicable federal admiralty barring of, or limits to, recovery for remote economic loss.

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THIRTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE

(Admiralty Bar of Claims)

Certain of plaintiffs' purported claims for relief under state and common law sound exclusively in admiralty law and are therefore barred.

THIRTY-SIXTH SEPARATE AND ADDITIONAL DEFENSE

(Ripeness)

Certain claims asserted by plaintiffs are not ripe for adjudication.

THIRTY-SEVENTH SEPARATE AND ADDITIONAL DEFENSE

(Bill of Attainder)

Those portions of AS 46.03 that were enacted after the oil spill constitute an unlawful bill of attainder violative of Article 1, Section 10 of the United States Constitution, and if applied to Defendants would also violate the due process clauses of the state and federal constitutions and the contract clause of the United States Constitution.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray judgment against plaintiffs as follows:

1. That plaintiffs take nothing by way of their Complaint;
2. That the Complaint be dismissed with prejudice as to Defendants.

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3. For costs of suit herein, including attorneys' fees as available under all applicable statutes and principles of law; and

4. For such other and further relief as the Court may deem just and proper.

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ANSWER OF DEFENDANTS D-3 ET AL.
TO COMPLAINT OF P-201