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5 Complex Coalition

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CENTRAL DIVISION
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CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO--CENTRAL DIVISION

11 SAN DIEGO NAVY BROADWAY COMPLEX
12 COALITION,
13 Plaintiff,
14 vs.
15 SAN DIEGO UNIFIED PORT DISTRICT and
16 DOES 1 through 1,000,
17 Defendants;

CASE NO. 37-2009-00096726-CU-MC-CTL

**COMPLAINT FOR DECLARATORY AND
EQUITABLE RELIEF UNDER THE
CALIFORNIA COASTAL ACT OF 1976
AND OTHER LAWS**

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19 Plaintiff SAN DIEGO NAVY BROADWAY COMPLEX COALITION alleges as follows in
20 this Complaint for Declaratory and Equitable Relief under the California Coastal Act of 1976 and Other
21 Laws:

22 **Parties**

23 1. Plaintiff SAN DIEGO NAVY BROADWAY COMPLEX COALITION is a non-profit,
24 public-benefit organization formed and operating under the laws of the State of California. Plaintiff's
25 members reside in or near the City of San Diego, California, and have an interest in protecting the
26 region's air quality, minimizing and ameliorating traffic, ensuring informed and responsible growth,
27 and promoting other environment-related quality-of-life issues, including those issues involving San
28 Diego Bay and its waterfront.

1 8. On or about June 20, 2007, Defendant PORT issued that certain Coastal Development
2 Permit no. CDP-2007-03 (“Permit”) to the Engineering Department of Defendant PORT for the Project.
3 A true and correct copy of the Permit is attached to this pleading as Exhibit “C.”

4 9. The Permit states, under the section titled “Standard Provisions,” that “Permittee shall
5 adhere strictly to the current plans for the project as approved by the District” and that “Permittee shall
6 commence development within two (2) years following the date of the permit issuance by the District.”

7 10. On or about June 9, 2009, Defendant PORT’s Board of Port Commissioners approved
8 that certain Resolution 2009-116 adopting Plans and Specifications for the Project
9 (“Plans/Specifications”) and authorizing the execution of District Contract no. 2008-27. A true and
10 correct copy of the minutes from the Board’s meeting on June 9, 2009, is attached to this pleading as
11 Exhibit “D.”

12 11. The Plans/Specifications were not adopted by Defendant PORT until June 9, 2009.

13 12. The Plans/Specifications did not exist on June 20, 2007.

14 13. The Plans/Specifications were not disclosed to the public or to any member of Defendant
15 PORT’s Board of Port Commissioners on or before June 20, 2007.

16 **Jurisdiction and Exhaustion of Administrative Remedies**

17 14. Plaintiff seeks review by and relief from this Court under the Coastal Act, including but
18 not limited to Public Resources Code Sections 30803-30812, among other provisions of law.

19 15. Plaintiff was not required to exhaust its administrative remedies in this proceeding
20 because Plaintiff is not challenging any formal administrative decision. Instead, Plaintiff is challenging
21 the lack of compliance of the Plans/Specifications (and the construction-related activities being taken
22 thereunder) with the Permit, the Port Master Plan, and ultimately the Coastal Act.

23 16. Before initiating this proceeding, Plaintiff caused a cease-and-desist letter to be served
24 on Defendant PORT. A true and correct copy of the letter is attached to this pleading as Exhibit “E.”

25 17. Defendant PORT did not formally respond to Plaintiff’s cease-and-desist letter.

26 18. On August 21, 2009, Plaintiff was informed for the first time that Defendant PORT
27 caused a notice to proceed to be issued pursuant to District Contract no. 2008-27 and for the first time
28 observed construction-related activities taking place at the Broadway Pier.

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4. Any and all other relief that may be authorized by the Coastal Act but is not explicitly or specifically requested elsewhere in this Prayer.

B. *On Count 2:*

1. A judgment determining or declaring (i) that Defendants failed to fully comply with the Permit and (ii) that the construction-related activities being taken in connection with the Project violate the Permit;

2. Injunctive relief prohibiting Defendants (and any and all persons acting at the request of, in concert with, or for the benefit of one or more of them) from undertaking any construction-related activities in connection with the Project except under a current, valid coastal development permit;

3. Civil monetary penalties in the maximum amount permitted by law; and

4. Any and all other relief that may be authorized by the Coastal Act but is not explicitly or specifically requested elsewhere in this Prayer.

C. All legal fees and other expenses incurred in connection with this proceeding, including but not limited to reasonable attorney fees as authorized by the Code of Civil Procedure and the Government Code; and

D. Any and all further relief that this Court may deem appropriate.

Date: August 21, 2009.

Respectfully submitted,
BRIGGS LAW CORPORATION

By: ***ORIGINAL SIGNED***
Cory J. Briggs

Attorneys for Plaintiff San Diego Navy Broadway
Complex Coalition