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COMPLAINT

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COMPLAINT

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COMPLAINT

1 **I. NATURE OF THE ACTION**

2 15. Plaintiffs bring this complaint for equitable relief and for damages to remedy the injury to
3 their persons caused by the wrongful conduct of defendants Unocal Corporation and Union Oil
4 Company of California (which will hereafter be referred to collectively as “Unocal” unless
5 otherwise specified), as well as two executives of Unocal, Roger C. Beach and John Imle.

6 16. The claims in this action arise from defendant Unocal’s conduct and that of its co-
7 venturers and/or partners, the State Law and Order Restoration Council (SLORC, also referred to
8 sometimes as the State Peace and Development Committee, or SPDC) of Burma, Total, a Paris-
9 based petroleum company, and the Petroleum Authority of Thailand Exploration & Production
10 Public Co., Ltd (“PTTEP”) in connection with the construction of a natural gas pipeline in the
11 Tenasserim region of Burma to transport natural gas from gas fields owned in part by defendant
12 Unocal. The activities related to the construction of the pipeline will hereafter be referred to as
13 “the Project.” In connection with and in furtherance of the Project, the individual plaintiffs have
14 been subjected to serious human rights abuses in violation of the common tort law of California,
15 statutory provisions of the law of California, and international human rights law.

16
17 **II. PARTIES**

18 17. All Doe plaintiffs are subjects, citizens, and former residents of Burma. Plaintiffs now
19 reside in various locations in the general area of the Thai/Burma border.

20 18. John Doe I and Jane Doe I bring this action individually and as administrators of the
21 estate of their deceased child, Baby Doe I. Baby Doe I, now deceased, was a subject, citizen,
22 and resident of Burma.

23 19. Plaintiff Louisa Benson is a resident of the State of California. She brings the

1 claim pursuant to Cal. Bus. & Prof. Code §17200 on behalf of herself and all California residents.

2 20. Defendant Unocal Corporation is a for-profit corporation with its principal place of
3 business located at 1201 West 5th Street, Los Angeles, California 90017.

4 21. Defendant Union Oil Company of California is a for-profit corporation with its principal
5 place of business located at 1201 West 5th Street, Los Angeles, California 90017.

6 22. Defendants Unocal Corp. and Union Oil Company of California (which will hereafter be
7 referred to collectively as “Unocal” unless otherwise specified) produce and sell energy
8 products. Unocal is a major investor in Burma. Unocal owns a 28.26% share in a joint venture
9 with Total, S.A., the Myanmar Oil and Gas Enterprise (MOGE) and the Petroleum Authority of
10 Thailand Exploration & Production Public Co., Ltd (PTTEP).

11 23. Defendant John Imle was at relevant times herein, the President of Unocal. On
12 information and belief, he participated in, directed, condoned, ratified, and/or authorized the
13 tortious conduct resulting from the unlawful conspiracy between Unocal, Total, MOGE and
14 SLORC alleged herein, or he specifically knew or reasonably should have known that some
15 hazardous condition or activity under his control could injure plaintiffs and negligently failed to
16 take or order appropriate action to avoid the harm. His actions violated international, federal and
17 state law and are outside the scope of his duties as an officer of the corporation.

18 24. Defendant Roger C. Beach is the Chairman and Chief Executive Officer of Unocal. On
19 information and belief, he participated in, directed, condoned, ratified, and/or authorized the
20 tortious conduct resulting from the unlawful conspiracy between Unocal, Total, MOGE and
21 SLORC alleged herein, or he specifically knew or reasonably should have known that some
22 hazardous condition or activity under his control could injure plaintiffs and negligently failed to
23 take or order appropriate action to avoid the harm. His actions violated international, federal and

1 state law and are outside the scope of his duties as an officer of the corporation.

2 25. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as
3 MOES 1-50, inclusive, and therefore sue these defendants by such fictitious names and
4 capacities. Plaintiffs will amend this complaint to allege their true names and capacities when
5 ascertained. Plaintiffs are informed and believe and on that basis allege, that each fictitiously
6 named defendant is responsible in some manner for the occurrence herein alleged and that the
7 injuries to plaintiffs herein alleged were proximately caused by the conduct of such defendants.

8 26. Based on information and belief, defendants Unocal Corporation and Union Oil Company
9 of California, for the purpose of attempting to shield themselves from liability or responsibility
10 from wrongful acts committed in furtherance of the Project, and other oil and gas extraction
11 activities, created, or caused to have created, several subsidiaries. These subsidiaries, which are
12 under the ownership and control of Unocal Corporation and/or Union Oil Company of
13 California, include, but are not limited to, Unocal International Company, Unocal International
14 Pipeline Corporation, Unocal Global Ventures, Ltd., Unocal Myanmar Offshore Company Ltd.,
15 Moatama Gas Transportation Company Ltd., and Unocal Asia-Pacific Ventures, Ltd. Unocal
16 Corporation and Union Oil Company of California remain fully liable for their own acts and the
17 acts of any subsidiaries or other companies under their ownership or control. To the extent that
18 any subsidiaries or other companies under the ownership or control of defendants Unocal
19 Corporation and Union Oil Company of California are alter egos of Unocal Corporation and/or
20 Union Oil Company of California, or are in an agency relationship with Unocal Corporation
21 and/or Union Oil Company of California, then Unocal Corporation and/or Union Oil Company
22 of California remain fully liable for any acts committed by virtue of their ownership and/or
23 control. Unocal Corporation and/or Union Oil Company of California are also vicariously liable

1 and liable under *respondeat superior* for the acts or omissions of any subsidiaries or other
2 companies under their ownership or control.

3 27. Defendant Unocal entered into a joint venture and/or implied partnership involving
4 defendant Unocal, the SLORC regime, Total, and PTTEP to produce and transport natural gas
5 from the Andaman Sea through Burma into Thailand. Defendant Unocal controls its interest in
6 the joint venture and/or implied partnership from its corporate headquarters in Los Angeles,
7 California. Defendant Unocal and the SLORC regime are both agents for the joint venture and/or
8 implied partnership in furthering the interests of the Project in the United States.

9 28. The human rights abuses that violate California law of defendant Unocal's joint venturer
10 and/or implied partner SLORC are internationally recognized, massive, and systematic, and have
11 been thoroughly documented by governmental and non-governmental agencies and by the
12 international media, among others. Defendant Unocal knew or should of known of this gross and
13 long-standing record of SLORC's human rights violations.

14 **CLASS ALLEGATIONS**

15 29. All plaintiffs bring this claim as a class action seeking disgorgement of profits, injunctive and
16 declaratory relief on behalf of themselves and all others similarly situated, as to the §17200 claim
17 only.

18 30. The Category I class consists of all residents and former residents of the Tenasserim region
19 of Burma (bounded on the north by the town of Ye; on the south by the town of Tavoy; on the west
20 by the coastline and offshore islands; and on the east by the Thai/Burmese border) who have been,
21 are, or will be forced to relocate their place of residence, and/or contribute labor and/or property
22 and/or have been or will be subjected to the death of family members, assault, rape or other torture,
23 and other human rights violations in furtherance of the Yadana gas pipeline project in which

1 defendants are joint venturers. The Doe plaintiffs are the class representatives of the Category I
2 class.

3 31. The Category II class consists of all California residents and the general public within the
4 State of California, pursuant to Cal. Bus. & Prof. Code §17200. Louisa Benson is the class
5 representative of the Category II class.

6 32. The exact number of class members is not known, but it is estimated that the Category I class
7 includes tens of thousands of people who have been forced into labor and/or relocated and/or
8 subjected to other human rights violations by defendants or their agents. The Category II class
9 includes millions of California residents. Both classes are so numerous that joinder of individual
10 members is impracticable.

11 33. The plaintiffs' injuries arise from a set of facts and circumstances common to that of the class
12 they seek to represent and raise common questions of law.

13 34. These common questions of law and fact include, but are not limited to:

14 a) whether the plaintiffs and the plaintiff class experienced the harms alleged herein
15 as the result of the defendants' actions on behalf of their joint venture and whether SLORC military,
16 intelligence and/or police were acting at all times relevant to this complaint as an agent for defendant
17 Unocal.

18 b) whether each defendant/joint venturer is liable for the acts of each of the partners
19 in the joint venture which are undertaken in furtherance of the joint venture; whether defendants
20 knew or should have known that joint venture operations and the military and intelligence forces
21 acting with them were forcing people into labor, killing, torturing, and otherwise abusing the people
22 in the region, and failed to prevent or punish such actions in furtherance of defendants' joint venture;

23 c) whether the actions of defendants, in furtherance of the joint venture, give rise to

1 liability under the applicable state law.

2 35. The claims of plaintiffs are typical of the claims of each class.

3 36. Plaintiffs are able to, and will, fairly and adequately protect the interests of each class.

4 37. The attorneys for the plaintiffs are experienced in human rights litigation and in class action
5 litigation and will fairly and adequately represent the interests of each class.

6 38. This action is properly maintained as a class action because (a) the prosecution of separate
7 actions by individual members of the class would create a risk of adjudications which would as a
8 practical matter be dispositive of the interests of the other members or would substantially impair
9 or impede their ability to protect their interests, and/or (b) defendants have acted and continue to act
10 on grounds generally applicable to the class, making final injunctive and declaratory relief
11 appropriate.

12 **FACTS**

13 **General Facts**

14 39. On September 18, 1988, after massive nonviolent demonstrations throughout Burma in
15 which Burmese citizens demanded democracy, human rights, and an end to 26 years of military
16 dictatorship, the ruling military elite reorganized themselves and declared a new regime, the State Law
17 and Order Restoration Council (SLORC). SLORC imposed martial law on the country and later
18 renamed Burma, "Myanmar."

19 40. In an effort to gain international legitimacy, SLORC held multi-party elections on May 27,
20 1990. The main opposition party, the National League for Democracy (NLD), which was founded
21 by Tin Oo and 1991 Nobel Peace Prize Laureate Aung San Suu Kyi, won an overwhelming victory.

22 41. The NLD captured 82 percent of the parliamentary seats. SLORC refused to acknowledge
23 the election results, arrested NLD leaders and intensified its campaign of repression against the pro-

1 democracy movement throughout the country.

2 42. SLORC has been condemned both domestically and abroad for its brutal crackdown in 1988
3 and its subsequent practices.

4 43. There is no functioning judiciary in Burma and any suit against defendants in Burma would
5 have been and would still be futile and would result in serious reprisals. There is a pervasive
6 atmosphere of terror and repression throughout the country.

7 44. Because of the atmosphere of terror and repression in Burma, and the threat of reprisals to
8 anyone seeking relief from any source, including United States courts, from the oppression
9 occasioned by the building of the gas pipeline, plaintiffs were prevented from bringing and/or were
10 unable to bring any claims in the United States until such time as this complaint was originally filed.

11 45. Not later than 1991, international oil companies, including Unocal and Total, began
12 negotiating with SLORC for oil and gas exploration deals in Burma.

13 46. The Defendant UNOCAL agreed that SLORC would provide security for the Yadana gas
14 pipeline project.

15 47. In July 1992, Total and MOGE signed a production-sharing contract for a joint venture gas
16 drilling project in the Yadana natural gas field.

17 48. In early 1993, Unocal formally entered into an agreement with Total and MOGE to
18 participate in the joint venture drilling project in the Yadana natural gas field.

19 49. The joint venture was established for the exploitation of natural gas and oil in the Andaman
20 Sea and the construction of a pipeline through the Tenasserin region of Burma.

21 50. When defendant Unocal along with Total entered into the agreement by which SLORC
22 undertook to clear the pipeline route and provide security along the pipeline route, defendants knew
23 or should have known that SLORC had a history of human rights abuses violative of customary

1 international law, including forced relocation and forced labor.

2 51. On information and belief, according to the agreement, SLORC was to clear tracks of forest,
3 level the pipeline route, and provide labor, materials and security for the joint venture, and SLORC
4 would act as an agent of the joint venture.

5 52. On information and belief, as part of said agreement, defendant Unocal and Total subsidized
6 SLORC activities in the area. Plaintiffs are informed and believe and on that basis allege that
7 numerous acts in furtherance of the conspiracy and/or joint venture were and continue to be taken
8 in California, such as the provision of funds and other resources to support the Yadana gas pipeline
9 project, numerous decisions relating to the assignment of personnel, technology, and expertise to the
10 project, monitoring, advising, and auditing the activities of the project by all of the joint venturers.

11 In addition, on information and belief, decisions relating to employer/labor relations on the project
12 were and continue to be made in California, information was and continues to be injected into the
13 U.S. market in an effort to attract shareholders through acts and decisions made in the State of
14 California, and acts furthering the conspiracy to gain unfair advantage over competitors were and
15 continue to be taken in California.

16 53. Unocal and Total provided money to SLORC to pay costs incurred by SLORC for its work
17 on the Yadana gas pipeline project. In addition, defendant paid some but not all of the persons
18 forced to work on the pipeline project. Those paid included persons forced to act as porters to the
19 military and to carry military equipment.

20 54. At all times relevant hereto, SLORC was acting on behalf of its joint venture with MOGE
21 and with defendant Unocal and Total. In the alternative, SLORC was acting at all times as an agent
22 for defendants UNOCAL and UNION OIL.

23 55. Villages A through K are or were located in the immediate area of the Yadana gas pipeline

1 project.

2 56. SLORC soldiers carried out a program of violence and intimidation against area villagers
3 which included directing the relocation of villages, confiscating property and forcing the inhabitants
4 to work on the preparation of the area for the construction of the pipeline.

5 57. SLORC soldiers required area farmers to clear tracks of forest, level the pipeline route, build
6 headquarters for pipeline employees, prepare military outposts and carry supplies and equipment.

7 58. Forced labor became so common in the area that farmers, including plaintiffs were unable
8 to maintain their own homes and farms and had to flee their villages.

9 59. Defendant Unocal was aware of and benefitted from and continue to be aware of and benefit
10 from the use of forced labor to support the Yadana gas pipeline project.

11 60. At all times relevant herein, defendant UNOCAL knew that SLORC and its military and
12 intelligence forces committed human rights abuses, including forced labor and forced relocation, in
13 connection with the Yadana gas pipeline project.

14 61. In 1991, as part of its obligation to defendants, SLORC began to build permanent military
15 outposts in the area of the proposed pipeline.

16 62. Since 1991, numerous SLORC Light Infantry Battalions (LIBs), including LIBs 273, 401,
17 406, 407, 408, 409, and 410 have moved into the pipeline region to assist with protecting and
18 providing security for the Yadana gas pipeline project.

19 63. In 1992, to clear the way for the pipeline and to provide a supply of labor for the Yadana gas
20 pipeline project, SLORC forced villages, including Villages A, B, and K to relocate.

21 64. As a result of the forced relocation, villagers lost their homes and were deprived of use of
22 their crops and livestock.

23 65. Women and girls in the Tenassarim region have been targets of rape and other sexual abuse

1 by SLORC officials. They have been raped after male family members have been taken away to
2 perform forced labor or when they themselves have been detained for forced labor; there are reports
3 of gang-rapes and/or the rape of women when they were forced to sleep with soldiers guarding them
4 during periods of forced labor. Girls and women have been raped in the presence of family members
5 or within hearing distance of family members.

6 66. The acts herein described constitute a continuing pattern of conduct against the plaintiffs and
7 all others similarly situated that began on or before January, 1991 and continues to the present.

8 **Specific Allegations By Plaintiffs**

9 **Village A**

10 **John Doe I, Jane Doe I and Baby Doe I**

11 67. Plaintiff John Doe I and his wife Jane Doe I lived in Village A. They had 18 cows, 100
12 hens, 150 baskets of rice paddy and 113 cashew trees.

13 68. In May, 1992, SLORC soldiers ordered Village A to be relocated to Village A1
14 before the end of the month.

15 69. The forced relocation of Village A was part of the plan to clear the pipeline route and to
16 provide a ready pool of forced labor for the Yadana gas pipeline project.

17 70. Refusing to move to Village A1, from approximately 1992 through 1994 Jane Doe I and
18 her husband John Doe I lived in Village G, where they continued to farm, raise animals and
19 cultivate cashew trees.

20 71. In 1992, when SLORC soldiers came into Village G, they burned down two houses, seized
21 and ate betel nut and coconut, and seized the villagers' household possessions. They then forced
22 villagers from the surrounding area to work on the Yadana gas pipeline project and the
23 construction of the Ye-Tavoy railroad. John Doe I was one of the people who was forced to

1 work on the pipeline project in the time frame of 1992-1994.

2 72. During the last week of November 1994, while John Doe I was at the river fishing, five
3 SLORC soldiers led by SLORC Officer 1 entered the house where Jane Doe I, her two daughters,
4 and sister were present.

5 73. Plaintiff Jane Doe I was threshing rice when SLORC Officer 1 kicked her, scattering the
6 rice over the floor. Then he pushed her down the stairs in front of the house, leaving her dazed.
7 Because Jane Doe I was afraid that the soldiers would go after her husband, she told SLORC
8 Officer 1 that her husband was on the river logging.

9 74. SLORC Officer 1 took an ax and broke into the rice storage room. While plaintiff Jane
10 Doe I was nursing her baby (Baby Doe I), SLORC Officer 1 kicked her with his booted foot, and
11 she and the baby fell into the fire where Jane Doe I became unconscious. When she awoke, dizzy
12 with pain, SLORC Officer 1 was beating and kicking her sister-in-law, and a villager was holding
13 her baby.

14 75. About this time, John Doe I came back from the river and saw the soldiers surrounding
15 his home. The soldiers shot at John Doe I who fled back into the jungle. SLORC Officer 1 told
16 Jane Doe I she had to relocate from Village G to Village A1, or he would take her cows, hens and
17 rice.

18 76. John Doe I eventually returned to the village and he, Jane Doe I, and their daughters left
19 their home, carrying only a few supplies. John Doe I carried the older daughter, who was crying
20 and shaking and asking for food.

21 77. Baby Doe I, the younger daughter, was suffering from injuries inflicted when she and her
22 mother were pushed into the fire. For three days the baby grew worse, breathing with difficulty
23 and bleeding into her urine and stools. Jane Doe I sought medical help in Village A1 for a week,

1 but there was no doctor or medicine.

2 78. Jane Doe I, and her two sisters hired someone to drive them to a place where she hoped
3 to
4 get medical care for her daughter. They were stopped by SLORC soldiers who forced them to
5 stay for two days in a paddy field without water.

6 79. Jane Doe I and her children were stopped a second time by SLORC soldiers who
7 ransacked her suitcases and took her cigarettes and ordered her and her children to stay in the
8 valley. By now Baby Doe I's jaw was swollen. The soldiers brought a little rice twice a day, but
9 it was not enough, and her older daughter cried for food. It was so cold in the paddy that they
10 could not sleep.

11 80. After two days, Jane Doe I's mother-in-law was able to sell a cow and give the money to
12 Jane Doe I. Jane Doe I paid the SLORC soldiers, so she and her children would be allowed to
13 leave.

14 81. Jane Doe I was stopped once again by SLORC soldiers and forced to sleep outside with
15 her children.

16 82. By the time they reached a hospital, the doctors told Jane Doe I that the baby's head
17 wound was infected, and there was nothing more they could do. Baby Doe I died that night.

18 83. She was one month and ten days old when she and her mother were kicked into the fire
19 by SLORC Officer 1.

20 **John Doe II**

21 84. Prior to May 1992, plaintiff John Doe II and his family lived in Village A in a newly built
22 house, where he had a plantation with betel nut, coconut, and jackfruit, and a vegetable garden
23 nearby, as well as a cow.

1 85. SLORC soldiers forced plaintiff John Doe II and his household to move to Village A1 in
2 the jungle where there was no place for his cow to graze. The relocated village is five miles from
3 Village A, and in the rainy season, it is not possible to reach the fields in Village A without
4 swimming. Even in the dry season, plaintiff was prevented from working his farm in Village A
5 because he needed SLORC's permission to go there.

6 86. After they settled in Village A1, SLORC Officer 2 came to the village head and said that
7 if the village supplied bamboo and wood the people in the village would not have to be forced to
8 work on the pipeline project.

9 87. Subsequently, SLORC Officer 3 demanded that the village provide one person per
10 household to be porters on a regular basis or pay 3000 Kyat (approximately 20 working days of
11 pay) per household.

12 88. Plaintiff John Doe II was required to supply the wood, bamboo and leaves and build the
13 SLORC outpost. He was not paid for the supplies or his labor.

14 89. After the relocation to Village A1, plaintiff John Doe II did some form of forced labor for
15 SLORC about once a week. After the village moved from Village A to Village A1, plaintiff John
16 Doe II and the other villagers lived in temporary huts and were unable to build more substantial
17 housing because of the work that SLORC forced them to perform.

18 90. In June 1992, SLORC soldiers took a young 18-year-old man from the village. John Doe
19 II and the village head went to the military camp, but the boy was so beaten that he was not
20 recognizable. They heard the beatings, screaming and interrogation during the night. On
21 information and belief, the boy died that night.

22 91. In October 1992, SLORC took a second 18-year-old man from the village. The man was
23 forced to carry supplies to Ban E-Tong, the last point of the pipeline route in Burma before it

1 crosses the border into Thailand. When he could not carry the load any further, he disappeared
2 and was never seen again.

3 92. In October 1992, during the harvest, the village headman told John Doe II that he had
4 been instructed to bring John Doe II and five other men to SLORC. John Doe II was afraid and
5 fled.

6 93. John Doe II fled Village A1 in November 1992 with approximately 50 other villagers
7 because he feared injury or death and because SLORC forcibly relocated Village A and demanded
8 porter fees and forced labor, thereby preventing plaintiff from working his farm and supporting
9 his family.

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John Doe III

12 94. In 1991, SLORC began to build permanent military headquarters in Village H for a
13 battalion assigned to the Yadana gas pipeline project.

14 95. SLORC demanded that Village A provide workers to build the headquarters.

15 96. As a result, plaintiff John Doe III was forced to work there approximately 10 days a
16 month with no pay; he used his own tools and supplies.

17 97. On several occasions he worked on barracks with approximately 1,000 people from other
18 villages in Burma.

19 98. In May 1992, because of the threats and intimidation by SLORC and the forced labor,
20 plaintiff John Doe III and his family fled Village A rather than relocate to Village A1.

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Village B

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John Doe V

23 99. Plaintiff John Doe V lived with his wife, Jane Doe II, and their children in Village B.

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1 100. In December 1992, SLORC ordered Village B to be relocated to Village B1.

2 101. Plaintiff John Doe V was forced to leave behind his house, livestock, chickens and rice,
3 which were stolen by SLORC soldiers.

4 102. After the forced relocation, plaintiff had to pay a fee to get permission to go to work his
5 farm which still was in Village B. In October 1993, SLORC imposed a restriction on the villagers'
6 movements so that plaintiff could not harvest his crops.

7 103. Before the forced relocation, plaintiff John Doe V had a house with bamboo and
8 hardwood beams. Afterward plaintiffs John Doe V and Jane Doe II and their family slept on the
9 ground until they could build a temporary hut.

10 104. Plaintiff John Doe V was repeatedly forced to provide labor between 1992 and December
11 1993 when he finally fled Village B1.

12 105. In June 1992, plaintiff John Doe V was again forced to serve as a porter for SLORC.
13 Another porter from Village F, who fell down from the weight of his load, was beaten by SLORC
14 soldiers and then left to die in the road.

15 106. When plaintiff John Doe V was required by SLORC to work, plaintiff was unable to
16 work his own fields and was also forced to sell livestock to pay the portering fees demanded by
17 SLORC.

18 107. In September 1993, when the village could not provide enough laborers, SLORC took the
19 village officials, tied them up in the middle of the village, and tortured them by having water
20 poured in their mouths, thereby forcing them to drink continuously. They did this in the
21 presence of other villagers.

22 108. In December 1993, because of conduct of SLORC, the physical threats and intimidation,
23 the forced labor, the burdensome porter fees, the theft of his livestock and produce, plaintiffs

1 John Doe V and Jane Doe II and their family fled from Village B1.

2 **Jane Doe II and Jane Doe III**

3 109. In December 1994, plaintiffs Jane Doe II, her great niece Jane Doe III, then about 15
4 years old, and a nephew went back to Village B to get two pigs to celebrate Christmas. After
5 leaving Village B and on their return to their new home, they were seized by SLORC soldiers
6 who were providing security for the Yadana gas pipeline project.

7 110. The soldiers told the women that they, the soldiers, were going to keep the pigs.
8 SLORC Officer 5, ordered Jane Doe II to bring her "granddaughter" and threatened Jane Doe II
9 with a hoe and knife when he told her to leave Jane Doe III alone with him. Jane Doe II heard
10 Jane Doe III calling, "Help me. Help me." However, she was afraid to go to her aid.

11 111. Plaintiff Jane Doe III was raped by SLORC Officer 5 and then released. SLORC Officer
12 6 warned Jane Doe II not to tell about the rape of Jane Doe III and then sexually assaulted her.

13 112. The following morning, the soldiers took one of the pigs, and plaintiff's jaggery, rice and
14 money and permitted them to leave.

15 **Village C**

16 **John Doe VII**

17 113. John Doe VII lived as a farmer with his wife and children in Village C.

18 114. In November 1995, when he was harvesting his crops, SLORC demanded that he work
19 for them.

20 115. Plaintiff John Doe VII had to pay someone else 200 Kyat a day (600 Kyat that month),
21 so
22 his own crop could be harvested.

23 116. From December 1995 until May 1996, plaintiff John Doe VII and other villagers in

1 Village C had to work regularly for SLORC.

2 117. During this period, someone from each household in the village had to go when laborers
3 or porters were demanded. Those forced to work included men, women and children between
4 the ages of 12 and 60. Pregnant women were forced to work if the men from their households
5 were dead or could not work.

6 118. Those who would not work on the assigned roadway were arrested and taken to work on
7 the military outposts.

8 119. Plaintiff John Doe VII worked because he was threatened.

9 120. Plaintiff John Doe VII was never paid.

10 121. In May 1996, John Doe VII fled from his village with his wife and three children because
11 of SLORC's continued demands for his labor.

12 **Village D**

13 **John Doe VIII**

14 122. In April 1995, Total Employee 1, accompanied by a SLORC lieutenant and 50 SLORC
15 soldiers, came into Village D, where plaintiff John Doe VIII lived.

16 123. The Total representative talked about the pipeline and told the villagers that they must
17 cooperate with the project and take care of the pipeline area.

18 124. Beginning in May 1995, plaintiff John Doe VIII and other villagers were forced to serve
19 as porters for the soldiers patrolling the pipeline region.

20 125. While working as porters for the Yadana gas pipeline project, the weights that villagers
21 were forced to carry were so great that they needed assistance to stand up. Those who failed to
22 carry the weight or tried to leave were beaten.

23 126. In May 1995, when SLORC soldiers who guarded the pipeline route came to the village

1 and demanded 40 men to serve as porters for them, plaintiff John Doe VIII had to serve as a
2 porter carrying ammunition, rice, and boots for the soldiers as they patrolled the pipeline region.
3 At the end he was paid 600 Kyat by Total employees.

4 127. Because the loads were so heavy, much heavier than what plaintiff carried working for
5 himself, plaintiff John Doe VIII tried to avoid being in the village when SLORC came to demand
6 workers.

7 128. Because of threats and intimidation by SLORC, the village head came to plaintiff John
8 Doe VIII and other men hiding in the jungle and pleaded with them to comply with the SLORC
9 soldiers' demand for their labor.

10 129. As a result, plaintiff John Doe VIII again portered for patrols along the pipeline route.
11 Although he worked for two days until he collapsed, he received no pay.

12 130. During this period, the soldiers guarding the pipeline route would come into the villages
13 and simply move into plaintiff's house for periods from one day to a week; without payment or
14 permission, they would take all the food they could find.

15 131. Almost every day SLORC soldiers came into the village to force villagers, including
16 plaintiff, to work for them: the villagers were forced to carry rice and ammunition to the outposts
17 which guarded the Yadana gas pipeline project, clear the brush at the outposts, guard the pipeline
18 route, and carry supplies -- including food which the soldiers had stolen from the villagers.

19 132. For a period of time, plaintiff John Doe VIII was forced by SLORC to work at least once
20 a week without pay.

21 133. For a period of time, plaintiff John Doe VIII had to pay SLORC soldiers to obtain a pass
22 to go to his fields.

23 134. In early 1996, SLORC soldiers entered Village D, tied a noose around the neck of the

1 village head, killed at least eight people, and tortured one youth.

2 135. In March 1996, because of the violent conduct of SLORC soldiers and their demands for
3 his labor, plaintiff John Doe VIII fled from his village alone without his family.

4 **Village E**

5 **John Doe IX**

6 136. Plaintiff John Doe IX was a jewelry maker and part- time rubber plantation worker. He
7 also farmed on six acres in Village E, about 25 kilometers from the pipeline route.

8 137. In 1996, SLORC officials notified the village head that the village was to provide pipeline
9 porters. Villagers were picked on a rotation basis to serve as porters.

10 138. Villagers were told that they could avoid work as a porter by paying SLORC money.

11 139. If there were not enough people, the police, acting under the direction of the SLORC
12 soldiers, would forcibly enter the village and take people.

13 140. In April 1996, plaintiff John Doe IX was directed to go with the soldiers to work as a
14 "pipeline porter" to carry supplies for soldiers along the pipeline route who were guarding Total
15 employees in the area and providing other security for the project.

16 141. Plaintiff could not afford to pay to have another person go in his place.

17 142. He and the other villagers were transported by the police who turned them over to the
18 army for whom he served as a porter along the pipeline route.

19 143. Twice a day, the porters were given rice and salt to eat.

20 144. When plaintiff was having trouble carrying his heavy load due to the heat and lack of
21 adequate food, he was beaten by the soldiers.

22 145. Plaintiff was expected to serve as a porter.

23 146. After days of portering on this occasion, plaintiff John Doe IX escaped.

1 About a month after his escape in early 1996, plaintiff John Doe IX was again directed to go with
2 SLORC to be a "pipeline porter."

3 147. There were 80 SLORC soldiers for whom the porters were forced to work. Sometimes,
4 when they passed through villages, the villagers would take pity on plaintiff and the other
5 porters
6 and give them extra food.

7 148. The headman of Village E raised money to give to the porters to help support them and
8 buy medicine while they were working as porters.

9 149. Plaintiff John Doe IX then worked as a porter on the pipeline, and then the SLORC
10 soldiers demanded money in return for releasing
11 plaintiff and the others from Village E.

12 150. For their release from forced labor, plaintiff and the other porters gave SLORC soldiers
13 the money raised by the village head.

14 151. Plaintiff did not receive pay for any of his work as a pipeline porter.

15 152. When plaintiff John Doe IX was free from forced labor and able to work at his normal
16 occupation, SLORC demanded that he pay over a third of his income as "forced labor fees."
17 Adding the forced labor fees to the other money extorted by SLORC, plaintiff was paying
18 approximately 70% of his income to SLORC.

19 153. Plaintiff John Doe IX fled with his family because they could not pay the porter and
20 labor
21 fees imposed by SLORC and because he wanted to escape from the forced labor SLORC was
22 demanding for the pipeline.

23 **Village K**

1 **John Doe XI**

2 154. In October, 1992, at the end of the rainy season SLORC soldiers came to Village K and
3 told the headman that the village had to relocate.

4 155. SLORC soldiers remained in the village to ensure that the move was made quickly and
5 villagers were warned that anyone who failed to move would be shot.

6 156. SLORC soldiers seized all the property that the villagers were forced to leave behind.
7 SLORC soldiers ate five cows belonging to John Doe XI and used produce from his betel nut
8 farm.

9 157. On information and belief, Village K was relocated to provide security for the Yadana gas
10 pipeline project and the railroad.

11 158. After Village K was relocated, plaintiff John Doe XI had to serve, without pay, as a
12 porter.

13 159. During this period, plaintiff John Doe XI was required to labor for seven days at a time
14 and on one occasion was forced to serve as a porter for ten days.

15 160. In the year following the relocation, plaintiff John Doe XI was also forced to serve as an
16 "emergency porter", when SLORC soldiers would simply grab him and force him to porter, in
17 addition to being forced to porter in rotation with other villagers.

18 161. That year, plaintiff was forced to pay portering fees and also pay
19 others to porter in his place.

20 162. In 1994, SLORC soldiers came to the relocated village and told plaintiff and the other
21 villagers that westerners were coming to do pipeline construction and that they had to cooperate
22 with them.

23 163. Plaintiff John Doe XI and his family fled from Village K because of the increased forced
24

1 labor on the Yadana gas pipeline project and the portering fees he was forced to pay.

2 **General Allegations**

3 164. The acts described herein were inflicted under color of law and under color of official
4 authority and/or in conspiracy or on behalf of those acting under color of official authority, and
5 were inflicted deliberately and/or intentionally and/or with deliberate indifference and/or with
6 reckless disregard, and/or negligently.

7 165. The acts and injuries to plaintiffs and their next-of-kin described herein were part of a
8 pattern and practice of systematic human rights violations designed, ordered, implemented and
9 directed by defendants and their agents.

10 166. As a direct and proximate result of defendants' unlawful conduct, plaintiffs have suffered
11 and will continue to suffer physical injuries, pain and suffering, and extreme and severe mental
12 anguish and emotional distress; plaintiffs have incurred and will continue to incur medical
13 expenses; and plaintiffs have suffered and will continue to suffer a loss of their means of
14 economic support and the loss of their personal and real property. Plaintiffs are thereby entitled
15 to general and compensatory damages in amounts to be proven at trial.

16 167. The conduct of defendants and each of them, including Moes 1-50, and/or their
17 agents/employees, as described herein, was malicious, fraudulent and/or oppressive and done
18 with a wilful and conscious disregard for plaintiffs' rights and for the deleterious consequences of
19 defendants' actions. Consequently, plaintiffs are entitled to punitive damages from each of the
20 defendants.

21 168. On or about October 4, 1996, plaintiffs filed an action in U.S. District Court for the
22 Central District of California. That action was called Doe v. Unocal, CV 96-6959-RAP. After
23 surviving a motion to dismiss, and after discovery by both sides, the Court granted summary

1 judgment to the defendants, which judgment was entered on September 5, 2000. The court
2 specifically declined to exercise jurisdiction over the plaintiffs' state claims and dismissed those
3 claims without prejudice.

4
5 **IV. CLAIMS FOR RELIEF**

6 **FIRST CAUSE OF ACTION**

7 **(Wrongful Death)**

8 **[Plaintiffs John Doe I and Jane Doe II,**
9 **individually and as Administrators of the Estate**
10 **of their Deceased Child Baby Doe I,**
11 **and on Behalf of All Those Similarly Situated**
12 **Against All Defendants]**

13 169. Plaintiffs John Doe I and Jane Doe I on their own behalf and on behalf of their deceased
14 child Baby Doe I reallege and incorporate by reference the allegations set forth in paragraphs 1
15 through 154 as if fully set forth herein.

16 170. Plaintiff John Doe I was the natural father and plaintiff Jane Doe I was the natural mother
17 of the deceased child Baby Doe I. Plaintiffs John Doe I and Jane Doe I are the heirs at law for
18 Baby Doe I.

19 171. As a direct result of the defendants' acts and omissions and as a result of the death of their
20 child Baby Doe I, plaintiffs John Doe I and Jane Doe I have sustained pecuniary loss resulting
21 from loss of society, comfort, attention, services and support of decedent, killed by military or
22 other personnel acting under the direction and control of defendant SLORC in conspiracy with
23 the other defendants.

1 172. Defendants' actions and omissions were a direct and substantial cause of Baby Doe I's
2 death at the hands of SLORC Officer 1 the last week of November 1994. Defendants failed to
3 use due care to protect Baby Doe I and others similarly situated from injury and harm, thereby
4 proximately causing the wrongful death of Baby Doe I.

5 **SECOND CAUSE OF ACTION**

6 **BATTERY**

7 (By All Doe Plaintiffs Against All Defendants)

8 173. Plaintiffs incorporate by reference paragraphs 1 to 158 of this Complaint as if fully set
9 forth herein.

10 174. Defendant Unocal, upon entering into contracts for exploitation, exploration and
11 transportation of natural gas with the SLORC regime which required SLORC to provide security
12 for the Project, construct infrastructure and clear the right of way, and by providing direct
13 support to the SLORC regime to ensure that defendant's contract rights with SLORC were
14 continued until the Project was completed, knew or was substantially certain that SLORC would
15 use torture and would beat the plaintiffs in order to terrorize them into working on the Project as
16 forced laborers.

17 175. As a result of Unocal's decision to hire the SLORC military to provide security for the
18 Project, clear the right of way for the pipeline, and construct infrastructure, SLORC forced
19 plaintiffs and other villagers to perform labor. In doing so, SLORC beat and caused bodily injury
20 to the plaintiffs. Defendant Unocal thereby intentionally committed acts which resulted in
21 harmful or offensive contact with plaintiffs' persons. Plaintiffs did not consent to the contact,
22 which caused injury, damage, loss or harm to the Plaintiffs.

23 176. The acts described herein constitute battery, actionable under the laws of California.

1 177. Defendant Unocal's conduct of knowingly exposing plaintiffs to the brutal practices of
2 SLORC has caused plaintiffs significant injury. Plaintiffs are entitled to recover compensatory
3 and punitive damages in amounts to be ascertained at trial.

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5 **THIRD CAUSE OF ACTION**

6 **FALSE IMPRISONMENT**

7 (By All Doe Plaintiffs Against All Defendants)

8 178. Plaintiffs incorporate by reference paragraphs 1 to 163 of this Complaint as if fully set
9 forth herein.

10 179. Defendant Unocal intentionally and unlawfully exercised force or the express or implied
11 threat of force to restrain, detain or confine the Plaintiffs and others similarly situated, and/or
12 Unocal hired the military knowing, or having reason to know, that they would use force to detain
13 Plaintiffs and others similarly situated. The restraint, detention or confinement compelled the
14 Plaintiffs to stay or go somewhere against their will for some appreciable time. The Plaintiffs did
15 not consent to this restraint, detention or confinement.

16 180. Defendant Unocal's and its agents' actions constituted false imprisonment, actionable
17 under the laws of California. Plaintiffs are entitled to compensatory and punitive damages in
18 amounts to be ascertained at trial.

19 **FOURTH CAUSE OF ACTION**

20 **ASSAULT**

21 (By All Doe Plaintiffs Against All Defendants)

22 181. Plaintiffs incorporate by reference paragraphs 1 to 166 of this Complaint as if fully set
23 forth herein.

1 182. The conduct of defendant Unocal and its agents caused Plaintiffs to be apprehensive that
2 defendant would subject them to imminent batteries and/or intentional invasions of their rights to
3 be free from offensive and harmful contact, and said conduct demonstrated that defendant had a
4 present ability to subject Plaintiffs to an immediate, intentional, offensive and harmful touching.

5 183. The acts described herein constitute assault, actionable under the laws of California.
6 Plaintiffs are entitled to compensatory and punitive damages in amounts to be ascertained at trial.

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FIFTH CAUSE OF ACTION

9

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

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(By All Doe Plaintiffs Against All Defendants)

11 184. Plaintiffs incorporate by reference paragraphs 1 to 169 of this Complaint as if fully set
12 forth herein.

13 185. The acts described herein constitute outrageous conduct against Plaintiffs, and were
14 without privilege.

15 186. Defendant Unocal intended to cause Plaintiffs to suffer emotional distress, or, in the
16 alternative, (a) defendant engaged in the conduct with reckless disregard of the probability of
17 causing Plaintiffs to suffer emotional distress, (b) the Plaintiffs were present at the time the
18 outrageous conduct occurred and (c) the defendant knew that the Plaintiffs were present.

19 187. Plaintiffs suffered severe emotional distress and the outrageous conduct of the defendant
20 was a cause of the emotional distress suffered by Plaintiffs.

21 188. Defendants' or their agents' outrageous conduct constitutes the intentional infliction of
22 emotional distress and is actionable under the laws of California. Plaintiffs are entitled to
23 compensatory and punitive damages in amounts to be ascertained at trial.

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1 **SIXTH CAUSE OF ACTION**

2 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

3 (By All Doe Plaintiffs Against All Defendants)

4 189. Plaintiffs incorporate by reference paragraphs 1 to 174 of this Complaint as if fully set
5 forth herein.

6 190. At all relevant times, defendant Unocal owed Plaintiffs a duty to act with reasonable care,
7 and/or injury to the Plaintiffs was reasonably foreseeable.

8 191. At all relevant times, defendant had the power, ability, authority and duty to stop
9 engaging in the conduct described herein and to intervene to prevent or prohibit such conduct.

10 192. At all relevant times, defendant knew, or reasonably should have known, that the conduct
11 described herein would and did proximately result in physical and emotional distress to the
12 Plaintiffs.

13 193. Despite said knowledge, power, and duty, defendant Unocal breached its duty to
14 plaintiffs, and thereby negligently failed to act so as to stop engaging in the conduct described
15 herein and to prevent or to prohibit such conduct or to otherwise protect Plaintiffs. To the
16 extent that said negligent conduct was perpetrated by certain agents of defendant Unocal, the
17 company confirmed and ratified said conduct with the knowledge that Plaintiffs' emotional and
18 physical distress would thereby increase and with a wanton and reckless disregard for the
19 deleterious consequences to Plaintiffs.

20 194. Plaintiffs were bystanders and immediately observed the circumstances of the torture and
21 other assaults on family members.

22 195. As a direct and legal result of defendant Unocal's wrongful acts, Plaintiffs have suffered
23 and will continue to suffer significant physical injury, pain and suffering and extreme and severe

1 mental anguish and emotional distress.

2 196. Defendant Unocal's conduct constitutes the negligent infliction of emotional distress and
3 is actionable under the laws of California. Plaintiffs are entitled to compensatory and punitive
4 damages in amounts to be ascertained at trial.

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8 **SEVENTH CAUSE OF ACTION**

9 **NEGLIGENCE AND RECKLESSNESS**

10 (By All Doe Plaintiffs Against All Defendants)

11 197. Plaintiffs incorporate by reference paragraphs 1 to 182 of this Complaint as if fully set
12 forth herein.

13 198. Defendant Unocal owed a duty to plaintiffs to exercise due care in conducting its
14 international ventures. Defendant Unocal breached its duty of care by engaging in business
15 activities with SLORC, a joint-venturer and implied partner with Unocal, and an agent of Unocal,
16 which engages in severe repression and human rights abuses as outlined above.

17 199. Defendant Unocal knew or should have known that by entering into a joint venture and/or
18 implied partnership agreement with SLORC to exploit natural gas from the Andaman Sea and to
19 build a pipeline through Burma to transport such gas, SLORC would engage in forced labor,
20 killings, torture, village destruction, and property confiscation in connection with the Project.
21 Defendant Unocal also knew or should have known that by supporting the SLORC regime to
22 ensure the viability of the Project as agreed with SLORC, SLORC would engage in brutal
23 violations of human rights to repress all dissent.

1 200. Defendant Unocal further knew or should have known that its joint venture and/or
2 implied partnership with SLORC, as well as its other direct support for SLORC, would
3 encourage and support SLORC's human rights violations, including forced labor, killings, torture,
4 and village destruction. Further, that by providing direct and indirect support to SLORC,
5 defendant Unocal knew or should have known that this would prolong SLORC's reign of terror.
6 Defendant Unocal knew or should have known that the direct and proximate result of SLORC's
7 actions would be the mass migration across the border with Thailand of persons fleeing SLORC's
8 brutality.

9 201. As a direct and proximate result of defendant Unocal's breaches of duties, Plaintiffs have
10 suffered injuries to their persons as described herein. Defendant Unocal's actions with respect to
11 this joint-venture and implied partnership have been negligent and reckless. Plaintiffs are entitled
12 to compensatory and punitive damages in amounts to be ascertained at trial.

13 **EIGHTH CAUSE OF ACTION**

14 **NEGLIGENCE PER SE**

15 (By All Doe Plaintiffs against All Defendants)

16 202. Plaintiffs incorporate by reference paragraphs 1 to 187 of this Complaint as if fully set
17 forth herein.

18 203. Defendant Unocal failed to use ordinary or reasonable care in order to avoid injury to
19 Plaintiffs. Defendant's negligence was a cause of injury, damage, loss or harm to Plaintiffs.

20 204. As a result of these acts, Plaintiffs suffered harm including, but not limited to, physical
21 injury, pain and suffering, and severe emotional distress. Defendant's conduct constitutes
22 negligence per se and is actionable under the laws of California. Plaintiffs are entitled to
23 compensatory and punitive damages in amounts to be ascertained at trial.

1 **NINTH CAUSE OF ACTION**

2 **CONVERSION**

3 (By All Doe Plaintiffs against All Defendants)

4 205. Plaintiffs incorporate by reference paragraphs 1 to 190 of this Complaint as if fully set
5 forth herein.

6 206. Defendant Unocal and its agents deprived the Doe Plaintiffs of property by wrongful acts
7 and disposition as alleged above. At the time of the conversion, plaintiffs owned and/or were in
8 possession of the property.

9 207. As a result of defendant Unocal's conversion of plaintiffs' property, plaintiffs were
10 damaged by the loss and/or the loss of the use of their property in an amount to be proven at
11 trial.

12 **TENTH CAUSE OF ACTION**

13 **NEGLIGENT HIRING**

14 (By All Doe Plaintiffs against All Defendants)

15 208. Plaintiffs incorporate by reference paragraphs 1 to 193 of this Complaint as if fully set
16 forth herein.

17 209. In furtherance of the Project, defendant Unocal selected, hired, retained and contracted
18 with SLORC military, intelligence and/or police forces and/or the other joint venturers to clear the
19 right of way, construct infrastructure and provide security for the Project.

20 210. Defendant Unocal failed to exercise reasonable care in selecting, hiring, retaining and
21 contracting with SLORC military, intelligence and/or police forces and/or the other joint venturers
22 to perform this work. At the time that defendant selected, hired, retained and contracted with
23 SLORC military, intelligence and/or police forces and/or the other joint venturers and at all other

1 relevant times, defendant knew or reasonably should have known that SLORC military,
2 intelligence and/or police forces and/or the other joint venturers would violate plaintiffs' rights
3 and that, as a direct and proximate result of those violations, the plaintiffs would suffer injuries
4 as alleged herein.

5 211. As a direct and proximate result of defendant Unocal's negligent selection, hiring,
6 retention and contracting with SLORC military, intelligence and/or police forces and/or the other
7 joint venturers, plaintiffs have suffered and continue to suffer injuries entitling them to damages
8 in amounts to be proven at trial.

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ELEVENTH CAUSE OF ACTION

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NEGLIGENT SUPERVISION

12

(By all Doe Plaintiffs Against All Defendants)

13 212. Plaintiffs incorporate by reference paragraphs 1 to 197 of this Complaint as if fully set
14 forth herein.

15 213. On information and belief, when engaging in the wrongful conduct alleged herein,
16 SLORC military, intelligence and/or police forces and/or the other joint venturers were acting as
17 the agents or co-venturers of defendant Unocal. On information and belief, defendant Unocal
18 exercised control over the operative details of the Project work performed by SLORC military,
19 intelligence and/or police forces and/or the other joint venturers.

20 214. Defendant Unocal knew or reasonably should have known that SLORC military,
21 intelligence and/or police forces and/or the other joint venturers would violate plaintiffs' rights,
22 and that, as a direct and proximate result of those violations, the plaintiffs would suffer injuries
23 as alleged herein.

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1 215. Defendant Unocal had the authority to supervise, prohibit, control, and/or regulate
2 SLORC military, intelligence and/or police forces and/or the other joint venturers so as to prevent
3 these acts and omissions from occurring.

4 216. Defendant Unocal knew or reasonably should have known unless they intervened to
5 protect plaintiffs and properly to supervise, prohibit, control and/or regulate the conduct
6 described herein, SLORC military, intelligence and/or police forces and/or the other joint
7 venturers would perceive their acts and omissions as being ratified and condoned.

8 217. Defendant Unocal failed to exercise due care by failing to supervise, prohibit, control or
9 regulate the SLORC military, intelligence and/or police forces and/or the other joint venturers. As
10 a direct and proximate result of defendant's negligent selection, hiring, retention and contracting
11 with SLORC military, intelligence and/or police forces and/or the other joint venturers, plaintiffs
12 have suffered and continue to suffer injuries entitling them to damages in amounts to be proven at
13 trial.

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16 **TWELFTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS**

18 **AND PROFESSIONS CODE § 17200**

19 (By All Plaintiffs Against All Defendants)

20 218. Plaintiffs incorporate by reference paragraphs 1 to 203 of this Complaint as if fully set
21 forth herein.

22 219. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the general
23 public, and as a class action, for both Category I and Category II class members, pursuant to

1 Business and Professions Code § 17204. The conduct of defendant Unocal as alleged herein has
2 been and continues to be deleterious to plaintiffs and the general public, and plaintiffs are seeking
3 to enforce important rights affecting the public interest within the meaning of Code of Civil
4 Procedure § 1021.5.

5 220. Defendant Unocal's fraudulent and deceptive practices as alleged herein constitute
6 ongoing and continuous unfair business practices within the meaning of Business and Professions
7 Code § 17200. Such practices include, but are not limited to, the knowing use of forced labor on
8 the Project, threats, rape, battery, and other acts of torture and further intimidation on the
9 plaintiffs to force plaintiffs to relocate, and force plaintiffs and others to work without just
10 compensation on the Project, and the making of material misrepresentations and omissions in the
11 sale of securities. Members of the public have been in the past and will in the future likely be
12 damaged by these practices.

13 221. The conduct as alleged herein constitutes clear violations of customary international law
14 and the laws of California. The use of such unfair, illegal, and forced labor creates an unfair
15 business advantage over competitors within California and the United States.

16 222. The acts described herein constitute unfair business practices in violation of California
17 Business & Professions Code §§ 17200 et seq.

18 223. The conduct as alleged herein constitutes a violation of California laws relating to labor
19 practices, criminal statutes, as well as obligations under customary international law. The use of
20 such unfair and illegal forced labor creates an unfair business advantage over competitors within
21 California and the United States.

22 224. Plaintiffs seek injunctive relief, disgorgement of all profits resulting from these unfair
23 business practices, restitution and other appropriate relief on behalf of themselves and members

1 of the general public as provided in Business and Professions Code § 17203.

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THIRTEENTH CAUSE OF ACTION

4

VIOLATION OF

5

THE CALIFORNIA CONSTITUTION, ART. 1 § 6

6

(By All Doe Plaintiffs Against All Defendants)

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225. Plaintiffs incorporate by reference paragraphs 1 to 210 of this Complaint as if fully set forth herein.

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226. Defendant Unocal, upon entering into contracts for exploitation, exploration and transportation of natural gas with the SLORC regime which required SLORC to provide security for the Project, construct infrastructure and clear the right of way knew or was substantially certain that SLORC would force villagers, including Plaintiffs, to perform labor on the Project against their will by force and threat of force.

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227. As a result of Unocal’s decision to hire the SLORC military to provide security for the Project, clear the right of way for the pipeline, and construct infrastructure, SLORC forced plaintiffs and other villagers to perform labor. Plaintiffs were made to perform such labor in violation of the California Constitution, Art. 1, § 6, which prohibits slavery and involuntary servitude. Plaintiffs’ claims under the California Constitution are actionable pursuant to § 52.1 of the California Civil Code, as amended July 7, 2000.

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228. As a result of being subjected to slavery and/or involuntary servitude by Defendant Unocal, Plaintiffs have suffered and continue to suffer injuries entitling them to damages in amounts to be proven at trial.

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- (a) enter judgment in favor of plaintiffs on all counts of the Complaint;
- (b) award plaintiffs compensatory and punitive damages;
- (c) grant plaintiffs equitable relief;
- (d) award plaintiffs the costs of suit including reasonable attorneys' fees, and
- (e) award plaintiffs such other and further relief as the Court deems just under the circumstances.

DATED: October 4, 2000

Respectfully Submitted,
HADSELL & STORMER, INC.

By: _____
DAN STORMER
Attorneys for Plaintiffs