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7 [Counsel For Plaintiffs Continued On Next Page]

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 LARRY BOWOTO; OLA OYINBO, on behalf of
her deceased husband BOLA OYINBO and her
12 minor children BAYO OYINBO and DEJI
OYINBO; BASSEY JEJE; SUNDAY JOHNBULL
13 IROWARINUN, individually and on behalf of his
deceased brother AROLIKA IROWARINUN, and as
14 GUARDIAN AD LITEM for minors BOSUWO
SEBI IROWARINUN, CALEB IROWARINUN,
15 ORIOYE LALTU IROWARINUN, TEMILOLA
IROWARINUN, ADEGORYE
16 OOLORUNTIMJEHUM IROWARINUN,
AMINORA JAMES IROWARINUN, ENIESORO
17 IROWARINUN, GBENGA IROWARINUN,
IBIMISAN IROWARINUN, MONOTUTEGHA
18 IROWARINUN, and OLAMISBODE
IROWARINUN; MARGARET IROWARINUN,
19 ROSELINE IROWARINUN, and MARY
IROWARINUN, individually and by and through
20 their attorney-in-fact SUNDAY JOHNBULL
IROWARINUN; SMART P. ITEIMOR (aka
21 MENEKIEI JOB, MENEWEI JOB), individually
and on behalf of his deceased brother SHADRACK
22 OLOKO (aka SHADRACK OLOKU), and as
attorney-in-fact for MIYENSENTE OLOKO,
23 DOUBRA OLOKO, EBIFA OLOKO, GBOLO
OLOKO, MONDAY OLOKO, and SILAS OLOKO,
24 and for minor PEREBO OLOKO by and through
PEREBO OLOKO'S mother MIYENSENTE
25 OLOKO; BENSON EDEKOU, individually and on
behalf of his deceased sister TIMI OKORO, and as
26 attorney-in-fact for minors BRALAYE OKORO and
PEREMEBO OKORO by and through their father
27 OKORO; ANTHONY LAWURU, individually and
on behalf of his deceased brother KEKEDU
28 LAWURU, and as attorney-in-fact for HELEN

Case No: C 99-02506 SI

EIGHTH AMENDED COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF:

1. SUMMARY EXECUTION
2. EXTRAJUDICIAL KILLING (TVPA)
3. CRIMES AGAINST HUMANITY
4. TORTURE
5. TORTURE (TVPA)
6. CRUEL, INHUMAN, OR DEGRADING TREATMENT
7. VIOLATION OF THE RIGHTS TO LIFE, LIBERTY AND SECURITY OF PERSON AND PEACEFUL ASSEMBLY AND ASSOCIATION
8. CONSISTENT PATTERN OF GROSS VIOLATIONS OF HUMAN RIGHTS
9. VIOLATION OF RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT
10. WRONGFUL DEATH
11. BATTERY
12. ASSAULT
13. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
14. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
15. NEGLIGENCE/NEGLIGENCE PER SE
16. CIVIL CONSPIRACY
17. LOSS OF CONSORTIUM

DEMAND FOR JURY TRIAL

1 LAWURU and minors EBI LAWURU, FRANCIS
2 LAWURU, and PETER LAWURU by and through
3 their mother HELEN LAWURU; HENRY
4 PABULOGBA (aka BERLIN TIEMO), individually
5 and on behalf of his deceased brother BRIGHT
6 PABULOGBA and as attorney-in-fact for
7 ELIZABETH BRIGHT, PAUL PABULOGBA, and
8 for minors BAKEWEI PABULOGBA and GRACE
9 PABULOGBA by and through their mother
10 ELIZABETH BRIGHT; and JOHN IKEYAN,
11 individually and on behalf of his deceased father
12 AGBAGBAEDI IKENYAN, and as attorney-in-fact
13 for BLESSING IKENYAN, NANAMU IKENYAN,
14 TOMINIBOR IKENYAN, and YELLOW
15 IKENYAN,

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v.

CHEVRON CORPORATION, a Delaware
corporation; CHEVRON INVESTMENTS, INC., a
Delaware corporation; CHEVRON U.S.A., INC., a
Pennsylvania corporation; and MOES 3-50,

Defendants

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(continued from first page)

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27
28 On information and belief, Plaintiffs, by their attorneys, allege as follows:

1 **INTRODUCTION**

2 1. This case arises as a result of a series of three brutal firearms attacks upon unarmed
3 protesters and unarmed innocent citizens occurring in Nigeria between May, 1998 and January, 1999. In
4 each, Defendant Chevron Corporation (formerly known as ChevronTexaco Corporation, and referred to
5 herein as "Chevron Corp."), and/or defendant Chevron Investments, Inc. (formerly known as Chevron
6 Texaco Overseas Petroleum Inc., and Chevron Overseas Petroleum, Inc., and referred to herein as
7 "Chevron Investments"), both directly and through their wholly owned subsidiary, Chevron Nigeria Ltd.
8 ("CNL"), and/or Defendant Chevron U.S.A., Inc. (referred to herein as "CUSA"), and specifically one of
9 its divisions, Chevron International Exploration and Production (formerly known as ChevronTexaco
10 Overseas Petroleum and Chevron Overseas Petroleum or "COP"), both directly and through Chevron
11 Investments and CNL (these four entities hereinafter collectively referred to as "Chevron"), acted in
12 concert with the Nigerian military and/or police to plan, order and execute the attacks, including, but not
13 limited to, the direct participation of Chevron security personnel and equipment in each of the attacks,
14 the payment of funds to the military and/or police for the attacks and the purchase or lease of equipment
15 and/or materials used in the attacks. The Plaintiffs were either summarily executed by the gunfire,
16 seriously injured by gunfire during the attacks, tortured by the military and/or police thereafter with the
17 complicity of and/or at the request or suggestion of Chevron, had their homes and possessions destroyed
18 during the attacks, or suffered the loss of their loved ones during the attacks.

19 2. The Plaintiffs here claim that Defendants violated settled standards for the protection of
20 human rights recognized by United States legal precedent. The Plaintiffs seek compensation, equitable
21 and other relief under the federal Alien Tort Claims Act (28 U.S.C. § 1350, et. seq.), Torture Victim
22 Protection Act of 1991 (28 U.S.C. § 1350, note), Racketeer Influenced and Corrupt Organizations Act
23 (18 U.S.C. § 1964(b)(c) and (d)), California state law, and Nigerian law.

24 **BACKGROUND**

25 3. Plaintiffs are individuals who reside in the Niger Delta region of southern Nigeria.
26 Plaintiffs allege that Defendants Chevron Corp., Chevron Investments and CUSA, in conjunction and in
27 concert with Nigeria's military and/or police which acted as Chevron's agent and co-conspirator, did
28 willfully, maliciously and systematically violate Plaintiffs' human rights, by means that include summary

1 execution, torture, and cruel, inhuman and degrading treatment, for the purpose and with the effect of
2 suppressing and/or deterring Plaintiffs' and others' peaceful protests about Chevron's environmental
3 practices in the Niger Delta.

4 4. The grievous harm suffered by Plaintiffs was inflicted by a combination of Nigerian
5 military and/or police personnel who were acting at the behest of, and with the support, cooperation and
6 financial assistance of Defendants Chevron Corp., Chevron Investments, and/or CUSA, including but
7 not limited to the presence and participation of Chevron personnel. Chevron and military personnel
8 executed a military attack upon Plaintiffs' peaceful protests at the Parabe oil platform in May, 1998 and
9 then later attacked the villages of Opia and Ikenyan in January, 1999. By the acts alleged herein,
10 Defendants caused and were responsible for the deaths of family members of several named Plaintiffs, as
11 well as the shootings and serious injuries suffered by other named Plaintiffs, in violation of international,
12 federal, California state law and Nigerian law.

13 5. Plaintiffs bring this action under the Alien Tort Claims Act ("ATCA"), Torture Victim
14 Protection Act of 1991 ("TVPA"), Racketeer Influenced and Corrupt Organizations Act ("RICO") and
15 California state law.

16 JURISDICTION

17 6. The Court has jurisdiction over this case under 28 U.S.C. §1331 (federal question
18 jurisdiction); 28 U.S.C. §1350 (Alien Tort Claims Act); 18 U.S.C. § 1964(c) (Racketeer Influenced and
19 Corrupt Organizations Act); and 28 U.S.C. §1332 (diversity jurisdiction). Plaintiffs and Defendants are
20 citizens of different states and the damages sought by this Complaint exceed the jurisdictional minimum
21 for this Court.

22 7. In addition, Plaintiffs invoke the supplemental jurisdiction of this Court with respect to
23 claims based upon laws of the State of California pursuant to 28 U.S.C. § 1367.

24 PARTIES

25 8. Plaintiff Larry Bowoto is a resident and citizen of Nigeria.

26 9. Plaintiff Ola Oyinbo is a resident and citizen of Nigeria. She brings this action on behalf
27 of her deceased husband Bola Oyinbo, including as a successor in interest, and her minor children Bayo
28 Oyinbo and Deji Oyinbo.

1 10. Bayo Oyinbo is a minor and a resident and citizen of Nigeria, and a dependent child of
2 Bola Oyinbo. He brings this action individually and as a successor in interest to Bola Oyinbo, by and
3 through his mother Ola Oyinbo.

4 11. Deji Oyinbo is a minor and resident and citizen of Nigeria, and a dependent child of Bola
5 Oyinbo. He brings this action individually and as a successor in interest to Bola Oyinbo, by and through
6 his mother Ola Oyinbo.

7 12. Plaintiff Bassey Jeje is a resident and citizen of Nigeria.

8 13. Plaintiff Sunday Johnbull Irowarinun is a resident and citizen of Nigeria. He brings this
9 action on behalf of his deceased brother, Arolika Irowarinun, including as a successor in interest to
10 Arolika Irowarinun. Arolika Irowarinun was a citizen and resident of Nigeria. Sunday Johnbull
11 Irowarinun also brings this action as Guardian Ad Litem for Arolika Irowarinun's children Bosuwo Sebi
12 Irowarinun, Caleb Irowarinun, Orioye Laltu Irowarinun, Temilola Irowarinun, Adegoroye
13 Oloruntimjehum Irowarinun, Aminora James Irowarinun, Eniesoro Irowarinun, Gbenga Irowarinun,
14 Ibimisan Irowarinun, Monotutegha Irowarinun, and Olamisbode Irowarinun, and as attorney-in-fact for
15 Arolika Irowarinun's widows Margaret Irowarinun, Roseline Irowarinun, and Mary Irowarinun with
16 respect to their claims as successors in interest to Arolika Irowarinun.

17 14. Plaintiff Margaret Irowarinun is a resident and citizen of Nigeria, and a widow of Arolika
18 Irowarinun.

19 15. Plaintiff Roseline Irowarinun is a resident and citizen of Nigeria, and a widow of Arolika
20 Irowarinun.

21 16. Plaintiff Mary Irowarinun is a resident and citizen of Nigeria, and a widow of Arolika
22 Irowarinun.

23 17. Bosuwo Sebi Irowarinun is a minor and resident and citizen of Nigeria, and a dependent
24 child of Arolika Irowarinun, who brings this action individually and as a successor in interest to Arolika
25 Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

26 18. Plaintiff Caleb Irowarinun is a minor and resident and citizen of Nigeria, and a dependent
27 child of Arolika Irowarinun, who brings this action individually and as a successor in interest to Arolika
28 Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

1 19. Plaintiff Temilola Irowarinun is a minor and resident and citizen of Nigeria, and a
2 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
3 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

4 20. Plaintiff Orioye Laltu Irowarinun is a minor and resident and citizen of Nigeria, and a
5 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
6 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

7 21. Plaintiff Aminora James Irowarinun is a minor and resident and citizen of Nigeria, and a
8 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
9 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

10 22. Plaintiff Adegorye Oloruntimjehum Irowarinun is a minor and resident and citizen of
11 Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
12 successor in interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
13 litem.

14 23. Plaintiff Eniesoro Irowarinun is a minor and resident and citizen of Nigeria, and a
15 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
16 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

17 24. Plaintiff Gbenga Irowarinun is a minor and resident and citizen of Nigeria, and a
18 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
19 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

20 25. Plaintiff Ibimisan Irowarinun is a minor and resident and citizen of Nigeria, and a
21 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
22 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

23 26. Plaintiff Monotutegha Irowarinun is a minor and resident and citizen of Nigeria, and a
24 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
25 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

26 27. Plaintiff Olamisbode Irowarinun is a minor resident and citizen of Nigeria, and a
27 dependent child of Arolika Irowarinun, who brings this action individually and as a successor in interest
28 to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad litem.

1 28. Plaintiff Smart P. Iteimor (aka Menewei Job) is a resident and citizen of Nigeria. He
2 brings this action individually and on behalf of his deceased brother Shadrack Oloko, including as a
3 successor in interest to Shadrack Oloko, and as attorney-in-fact for Miyensente Oloko, individually and
4 as the mother of Perebo Oloko, and for Doubra Oloko, Gbolo Oloko, Ebifa Oloko, Monday Oloko, and
5 Silas Oloko. Shadrack Oloko was a resident and citizen of Nigeria.

6 29. Plaintiff Miyensente Oloko is a resident and citizen of Nigeria, and the widow of
7 Shadrack Oloko. She brings this action individually, as a successor in interest to Shadrack Oloko, and
8 on behalf of her minor child Perebo Oloko.

9 30. Plaintiff Perebo Oloko is a minor and resident and citizen of Nigeria, and a dependent
10 child of Shadrack and Miyensente Oloko, who brings this action individually and as a successor in
11 interest to Shadrack Oloko, by and through Miyensente Oloko and her attorney-in-fact Smart P. Iteimor.

12 31. Plaintiff Doubra Oloko is a resident and citizen of Nigeria, and a child of Shadrack and
13 Miyensente Oloko, who brings this action individually and as a successor in interest to Shadrack Oloko,
14 by and through Smart P. Iteimor as attorney-in-fact.

15 32. Plaintiff Ebifa Oloko is a resident and citizen of Nigeria, and a child of Shadrack and
16 Miyensente Oloko, who brings this action individually and as a successor in interest to Shadrack Oloko,
17 by and through Smart P. Iteimor as attorney-in-fact.

18 33. Plaintiff Gbolo Oloko is a resident and citizen of Nigeria, and a child of Shadrack and
19 Miyensente Oloko, who brings this action individually and as a successor in interest to Shadrack Oloko,
20 by and through Smart P. Iteimor as attorney-in-fact.

21 34. Plaintiff Monday Oloko is a resident and citizen of Nigeria, and a child of Shadrack and
22 Miyensente Oloko, who brings this action individually and as a successor in interest to Shadrack Oloko,
23 by and through Smart P. Iteimor as attorney-in-fact .

24 35. Plaintiff Silas Oloko is a resident and citizen of Nigeria, and a child of Shadrack and
25 Miyensente Oloko, who brings this action individually and as a successor in interest to Shadrack Oloko,
26 by and through Smart P. Iteimor as attorney-in-fact.

27 36. Plaintiff Benson Edekou is a resident and citizen of Nigeria. He brings this action on
28 behalf of his deceased sister Timi Okoro, including as a successor in interest to Timi Okoro, and as

1 attorney-in-fact for Peremobo Okoro and Timi Okoro, by and through their father Okoro. Timi Okoro
2 was a citizen and resident of Nigeria.

3 37. Plaintiff Peremobo Okoro is a minor and resident and citizen of Nigeria, and a dependent
4 child of Timi Okoro and Okoro, who brings this action individually and as a successor in interest to Timi
5 Okoro, by and through Okoro and his attorney-in-fact Benson Edekou.

6 38. Plaintiff Bralaye Oloko is a minor and resident and citizen of Nigeria, and a dependent
7 child of Timi Okoro and Okoro, who brings this action individually and as a successor in interest to Timi
8 Okoro, by and through Okoro and his attorney-in-fact Benson Edekou.

9 39. Plaintiff Anthony Lawuru is a resident and citizen of Nigeria. He brings this action on
10 behalf of his deceased brother Kekedu Lawuru, including as a successor in interest to Kekedu Lawuru,
11 and as attorney-in-fact for Helen Lawuru, individually and as the mother of Ebi Lawuru, Francis Lawuru,
12 and Peter Lawuru. Kekedu Lawuru was a citizen and resident of Nigeria.

13 40. Plaintiff Helen Lawuru is a resident and citizen of Nigeria, and the widow of Kekedu
14 Lawuru. She brings this action individually, as a successor in interest to Kekedu Lawuru, and on behalf
15 of her minor children Ebi Lawuru, Francis Lawuru, and Peter Lawuru.

16 41. Plaintiff Ebi Lawuru is a minor and resident and citizen of Nigeria, and a dependent child
17 of Kekedu and Helen Lawuru, who brings this action individually and as a successor in interest to
18 Kekedu Lawuru, by and through Helen Lawuru and her attorney-in-fact Anthony Lawuru.

19 42. Plaintiff Francis Lawuru is a minor and resident and citizen of Nigeria, and a dependent
20 child of Kekedu and Helen Lawuru, who brings this action individually and as a successor in interest to
21 Kekedu Lawuru, by and through Helen Lawuru and her attorney-in-fact Anthony Lawuru.

22 43. Plaintiff Peter Lawuru is a minor and resident and citizen of Nigeria, and a dependent
23 child of Kekedu and Helen Lawuru, who brings this action individually and as a successor in interest to
24 Kekedu Lawuru, by and through Helen Lawuru and her attorney-in-fact Anthony Lawuru.

25 44. Plaintiff Henry Pabulogba is a resident and citizen of Nigeria. He brings this action
26 individually and on behalf of his deceased brother Bright Pabulogba, including as a successor in interest
27 to Bright Pabulogba, and as attorney-in-fact for Elizabeth Bright, individually and as the mother of
28

1 Grace Pabulogba and Bakewei Pabulogba, and for Paul Pabulogba. Bright Pabulogba was a citizen and
2 resident of Nigeria.

3 45. Plaintiff Elizabeth Bright is a resident and citizen of Nigeria, and the widow of Bright
4 Pabulogba. She brings this action individually, as a successor in interest to Bright Pabulogba, and on
5 behalf of her minor children Bakewei Pabulogba and Grace Pabulogba.

6 46. Plaintiff Bakewei Pabulogba is a minor and resident and citizen of Nigeria, and a
7 dependent child of Bright Pabulogba and Elizabeth Bright, who brings this action individually and as a
8 successor in interest to Bright Pabulogba, by and through Elizabeth Bright and her attorney-in-fact Henry
9 Pabulogba.

10 47. Plaintiff Grace Pabulogba is a minor and resident and citizen of Nigeria, and a dependent
11 child of Bright Pabulogba and Elizabeth Bright, who brings this action individually and as a successor in
12 interest to Bright Pabulogba, by and through Elizabeth Bright and her attorney-in-fact Henry Pabulogba.

13 48. Plaintiff Paul Pabulogba is resident and citizen of Nigeria, and a child of Bright
14 Pabulogba, who brings this action individually and as a successor in interest to Bright Pabulogba, by and
15 through Henry Pabulogba as attorney-in-fact.

16 49. Plaintiff John Ikeyan is a resident and citizen of Nigeria. He brings this action on behalf
17 of his deceased father Agbagbaedi Ikenyan, including as a successor in interest to Agbagbaedi Ikenyan,
18 and as attorney-in-fact for Blessing Ikenyan, Nanamu Ikenyan, Tominiyor Ikenyan, and Yellow Ikenyan.
19 Agbagbaedi Ikenyan was a citizen and resident of Nigeria.

20 50. Blessing Ikenyan is resident and citizen of Nigeria, and a child of Agbagbaedi Ikenyan,
21 who brings this action individually and as a successor in interest to Agbagbaedi Ikenyan, by and through
22 John Ikeyan as attorney-in-fact.

23 51. Nanamu Ikenyan is resident and citizen of Nigeria, and a son of Agbagbaedi Ikenyan,
24 who brings this action individually and as a successor in interest to Agbagbaedi Ikenyan, by and through
25 John Ikeyan as attorney-in-fact.

26 52. Tominiyor Ikenyan is resident and citizen of Nigeria, and a daughter of Agbagbaedi
27 Ikenyan, who brings this action individually and as a successor in interest to Agbagbaedi Ikenyan, by and
28 through John Ikeyan as attorney-in-fact.

1 53. Yellow Ikenyan is resident and citizen of Nigeria, and a daughter of Agbagbaedi Ikenyan,
2 who brings this action individually and as a successor in interest to Agbagbaedi Ikenyan, by and through
3 John Ikeyan as attorney-in-fact.

4 54. Defendant Chevron Corp. is a United States-based corporation organized under the laws
5 of the State of Delaware. Its corporate headquarters are located in San Francisco, California. Defendant
6 Chevron wholly owns and controls CNL, which operates a joint venture with the Nigerian Government-
7 owned Nigerian National Petroleum Company (“NNPC”) to exploit oil and gas reserves in the Niger
8 Delta.

9 55. Defendant Chevron Investments, Inc. (formerly known as COPI and thereafter CTOP,
10 each a Delaware corporation) is a Delaware corporation and a wholly-owned subsidiary of Chevron. Its
11 corporate headquarters are located in San Ramon, California. At all relevant times, Chevron
12 Investments wholly owned and controlled CNL. At the time of the Parabe incident, Chevron
13 Investments owned 90% of CNL directly, and owned the other 10% through a wholly-owned subsidiary.
14 At the time of the incidents at Opia and Ikenyan, Chevron Investments wholly owned CNL through a
15 number of tiers of wholly-owned intermediaries.

16 56. On information and belief, Defendant Chevron U.S.A., Inc. (CUSA) is a United States-
17 based corporation organized under the laws of the State of Pennsylvania, a wholly-owned subsidiary of
18 Chevron Corp., and a corporation licensed to do business and doing business in California, with its
19 corporate headquarters located in San Ramon, California. CUSA has a division called Chevron
20 International Exploration and Production (formerly known as CTOP and/or COP and sometimes referred
21 to as “COPI”), which employs various U.S.-based personnel who are responsible for providing
22 oversight, supervision and planning for the business operations of CNL and other foreign subsidiaries of
23 Defendants Chevron Corporation and CI. Through these personnel, CUSA exercises substantial control
24 over CNL’s operations, either directly or as the agent of Chevron Corporation and/or Chevron
25 Investments, at all times relevant to this action. Defendant CUSA is being added to this Action as a
26 substitute for MOE 2 and/or as a newly-named defendant.

27 57. Plaintiffs are ignorant of the true names and capacities of the Defendants who are sued
28 herein as MOES 3-50, and Plaintiffs sue these Defendants by such fictitious names and capacities.

1 Plaintiffs will amend this Complaint to allege the Moes' true names and capacities when ascertained.
2 Plaintiffs are informed and believe, and on that basis allege, that each fictitiously named Defendant is
3 responsible in some manner for the occurrences herein alleged and that the injuries to Plaintiffs herein
4 alleged were proximately caused by the conduct of such Defendants.

5 58. At all times herein material, with respect to the events at issue, Defendants Chevron
6 Corp., Chevron Investments, and/or CUSA (a) were joint-venturers with the Nigerian government, (b)
7 conspired with and/or worked in concert with the Nigerian military and/or police, and/or (c) the Nigerian
8 military and/or police were acting as the agent of and/or working in concert with Chevron Corp.,
9 Chevron Investments, and/or CUSA, including but not limited to Chevron management personnel in
10 California and other parts of the United States and Nigeria, and were acting within the course and scope
11 of such agency, employment and/or concerted activity. The wrongful conduct alleged herein was
12 perpetrated by Chevron management and personnel both in Nigeria and the United States, including
13 California, along with Nigerian military and/or police personnel. Chevron acted in concert with the
14 Nigerian military and/or police and conspired in, participated in, aided and abetted, knew or should have
15 known about, paid for, benefitted from, confirmed, and/or ratified, the shootings and other wrongful
16 conduct alleged herein.

17 59. At all relevant times, CNL, a wholly-owned subsidiary of Chevron Corp., was an agent of
18 Chevron Corp.

19 60. At all relevant times, CNL, a wholly-owned subsidiary of Chevron Investments, was the
20 agent of Chevron Investments and/or CUSA. The holders of many positions, including those at the top,
21 in CNL were employees and/or agents of, and/or were working on assignment from Chevron
22 Investments and/or CUSA. Persons were selected by Chevron Corp, Chevron Investments and/or CUSA
23 to staff top CNL positions and given little if any opportunity to refuse a transfer to CNL, and they were
24 rotated back to Chevron Investments, CUSA or another Chevron entity, selected by a Chevron
25 management selection committee, at the end of a fixed term with CNL.

26 61. Chevron Corp., Chevron Investments, and/or CUSA (a) aided and abetted CNL in the
27 commission of the acts alleged herein, (b) conspired with CNL to commit the acts alleged herein, and/or
28 (c) ratified the acts of CNL alleged herein.

1 62. Whenever and wherever reference is made in this Complaint to any conduct committed
2 by Chevron Corp., Chevron Investments, CUSA, and/or their agent, CNL, such allegations and
3 references shall also be deemed to mean the conduct of Chevron Corp., Chevron Investments, and/or
4 CUSA, acting individually, jointly and severally, through personnel working in the United States and
5 Nigeria for the benefit of Chevron Corp., Chevron Investments, and/or CUSA.

6 63. Plaintiffs are informed and believe and based upon such information and belief allege that
7 Chevron management and other personnel both in California, other parts of the United States and in
8 Nigeria were informed of the ongoing events complained of herein and personally participated in the
9 decision making, planning, preparation, ratification, and/or execution of the attacks.

10 64. Whenever and wherever reference is made to individuals who are not named as
11 Defendants in this Complaint, but who were employees/agents of Defendant Chevron Corp., Chevron
12 Investments, and/or CUSA, such individuals at all relevant times acted on behalf of Chevron Corp.,
13 Chevron Investments, and/or CUSA and within the scope of their respective employments.

14 **STATEMENT OF FACTS**

15 65. The Niger Delta is located in southern Nigeria. Defendants Chevron Corp., Chevron
16 Investments, and/or CUSA, through their agent, CNL, are the operator of a joint project with the
17 Nigerian government for petroleum extraction, development and export from the Niger Delta.

18 66. Chevron provides financial and other support to the military and/or police to protect its
19 facilities, including its facilities in the Niger Delta. Such support includes the ongoing housing, feeding,
20 transportation and other support of military personnel on Chevron-owned or -leased premises located
21 near Chevron's Escravos facility where the helicopters and boats that were used in the attacks described
22 herein were based. It also includes the provision of transportation and other military support and
23 equipment to the Nigerian military and/or police for use in attacks such as those complained of here.

24 67. Chevron hires Nigerian police and/or military (government security forces) to protect its
25 installations in Nigeria. These police and/or military are recruited and trained by the Nigerian and local
26 governments, but are paid for by Chevron and its agents at rates above those paid by the Nigerian and
27 local government. The police and/or military paid by Chevron remain accountable to Nigerian
28 government security force command structures but work under the supervision of Chevron.

1 73. During the winter of 1997-1998, the community attempted several times to arrange
2 meetings with Chevron representatives to discuss their concerns. Chevron refused to meet with them or
3 even to respond to their requests.

4 74. On or about May 25, 1998, Larry Bowoto, Bola Oyinbo, Bassey Jeje, Arolika Irowarinun
5 and approximately 100 others went to a Chevron offshore drilling facility, which was comprised of a
6 barge and platform and referred to herein as the "Parabe platform," where they peacefully assembled and
7 requested that Chevron officials meet with elders and chiefs from the Ilaje communities most impacted
8 by Chevron oil production in Ilajeland to address Chevron's environmental practices and to request the
9 allocation of additional jobs, training, and education in exchange for Chevron's depletion of their
10 region's natural resources. Plaintiffs and the others with them were unarmed when they arrived at the
11 platform and remained unarmed throughout the incident.

12 75. Plaintiffs and others stayed on the platform while peacefully awaiting a meeting between
13 their elders and chiefs and Chevron officials which they were told was being arranged; during the
14 waiting period, Chevron workers continued to operate the platform until told to cease operations by their
15 own management. Hostages were not taken. Chevron workers were free to come and go from the
16 platform. For instance, one Chevron employee who fell ill was taken away by helicopter without
17 interference from the protesters. In addition, armed security guards and Nigerian military personnel
18 working for Chevron were on the platform at the time the protesters arrived and remained armed and on
19 the platform throughout the time of the incident.

20 76. On May 27, 1998, a meeting was held with Chevron officials on-shore at one of the
21 communities where some of the protesters lived. An agreement was reached among the Chevron
22 representatives and the representatives of the protestors, including that there would be another meeting
23 in the village on May 29, 1998, and that the protestors would leave the platform on May 28, 1998.
24 Representatives of the protestors carried news of this agreement by boat to the platform on the evening
25 of May 27, 1998. The protestors were told of the agreement and prepared to leave the following day.
26 Leaders of the protestors and other protestors on the platform met with Chevron personnel and the
27 military on the platform and told them they would voluntarily be leaving the next day in accordance with
28 the agreement reached in the community.

1 77. Rather than wait to participate in the agreed-to meeting or to allow the protesters to leave
2 the platform peacefully in the early morning hours when it would be safe to go to shore, at or about dawn
3 on May 28, 1998, Chevron called in and used company personnel to work with the military and/or police
4 to plan a military-style assault with the intent to kill and seriously wound the unarmed protesters.

5 78. Upon information and belief, prior to the attacks, Chevron requested that the Nigerian
6 military and/or police intervene at the platform and then Defendants participated in the planning of the
7 attack. Chevron employees, with the knowledge, direction and approval of Chevron management both
8 in Nigeria and in California, then helped implement the plan. Chevron provided helicopters to transport
9 its own personnel (including the head of security at Escravos for CNL) along with the Nigerian military
10 and/or police to the Parabe platform.

11 79. Three or four helicopters leased by Chevron were used in the attack. The head of security
12 for CNL at CNL's Escravos facility, with Chevron Corp., Chevron Investments, and/or CUSA's
13 approval, knowledge and/or acquiescence, was in one of the helicopters. Upon arriving at the platform,
14 one helicopter swooped down to the platform helipad. As the helicopter neared the landing pad, but was
15 still in the air, individuals in the helicopter began firing their weapons. The individuals inside the
16 helicopter then jumped from the helicopter to the pad and continued firing as they dispersed on the
17 platform. Two protesters were killed, including Arolika Irowarinun, and two Plaintiffs were seriously
18 wounded by gunfire, Larry Bowoto and Bassey Jeje, even though they were always unarmed. None of
19 the protesters attempted to disarm the soldiers.

20 80. For over a month following the attack, Chevron held the bodies of two of the individuals
21 who had been killed until it finally released the bodies to family members.

22 81. After the killings on the platform, the Nigerian military and/or police seized Bola Oyinbo
23 and others. After seizing them, the Nigerian military and/or police held them in inhuman conditions,
24 including holding them on board the barge in a commercial container. The military and/or police also
25 tortured Bola Oyinbo, who was hung by his wrists from a ceiling fan. After the killings on the platform,
26 Chevron paid the military engaged in the attack on Parabe.

27 82. Plaintiffs are informed and believe and based upon such information and belief allege that
28 their detention was at the direction of Chevron management and the chief of Chevron security. The

1 torture of Bola Oyinbo, known to be one of the leaders of the protestors on the platform, was done by the
2 Nigerian military and/or police at the urging, request or suggestion of Chevron, both in writing and
3 verbally, in order to forcibly compel Mr. Oyinbo to confess to crimes that he had not committed during
4 the protest.

5 **Opia and Ikenyan Incidents, January, 1999**

6 83. On or about January 4, 1999, Nigerian military forces paid by Chevron attacked unarmed
7 citizens in two small communities known as Opia and Ikenyan that are located near Chevron oil and gas
8 activities. The soldiers burned the villages to the ground. On or about January 4, 1999, the military
9 officer involved in the attacks, along with his soldiers, were paid by Chevron.

10 84. Plaintiffs are informed and believe that Chevron used company personnel to work with
11 the military and/or police to plan a military-style assault with the intent to kill and seriously wound the
12 unarmed citizens of Opia and Ikenyan and to intimidate them and frighten others who might seek to
13 protest Chevron's activities in the area. Chevron then provided helicopters and/or sea trucks (large
14 boats), along with pilots and/or other crew members, to transport its own personnel (including security
15 officials for Chevron) along with the Nigerian military and/or police to the communities of Opia and
16 Ikenyan.

17 85. First, a Chevron-leased helicopter based at the Escravos military base, which is located
18 within the Chevron company facility at that location, under the direction of CNL security personnel,
19 flew over the communities of Opia and Ikenyan, and after circling, opened fire on the citizens. The
20 community members were unarmed and were not engaged in any formal or informal protest actions or
21 any illegal activity at the time of the attack.

22 86. A short time later, Chevron-leased sea trucks, containing Chevron-paid personnel as
23 pilots and/or shipmates and Nigerian military and/or police, approached the community of Opia.

24 87. One of the sea trucks had a machine gun mounted on the front. Near the community of
25 Opia, the sea trucks encountered Timi Okoro, who was fishing with several of her children in a small
26 boat on the waterway. On information and belief, Timi Okoro was killed in the attack on Opia. Her
27 body was never found.
28

1 88. The sea truck with the machine gun pulled up to the central waterfront area in Opia and
2 opened fire on the villagers, injuring several persons. The soldiers disembarked from the remaining sea
3 trucks and began shooting at the villagers. They then set fire to the homes of the villagers, destroying
4 most of the homes in the village. Kekedu Lawuru and Shadrack Oloko were also killed at Opia.

5 89. The sea trucks also approached the neighboring community of Ikenyan. As they had in
6 Opia, the soldiers on the sea trucks opened fire in the central area of the community. Chief Agbagbaedi
7 Ikenyan, the chief of the community, was shot and killed by personnel firing from the Chevron-leased
8 boats. The soldiers and/or police then disembarked and continued firing at the community members,
9 who were unarmed. The soldiers and/or police then set fire to the community, destroying most of the
10 homes and other buildings of the community.

11 90. Also killed by soldiers at Ikenyan was Bright Pabulogba.

12 91. At both communities, the military, at the request of and with the participation and
13 complicity of Chevron, killed and injured people; burned down homes, kitchen structures, community
14 buildings, religious shrines and economic trees; and destroyed canoes and fishing equipment belonging
15 to the villagers.

16 92. Plaintiffs are informed and believe and based upon such information and belief allege that
17 prior to the attacks, Defendants planned the attack with the Nigerian military and/or police and then
18 participated in the attack in order to deter both the attacked communities and neighboring communities
19 from protesting Chevron's environmental destruction and Chevron's failure adequately to compensate
20 the people of the Niger Delta for taking oil and gas out of the region. Plaintiffs are informed and believe
21 that Defendants paid the soldiers who carried out the attacks for conducting these attacks.

22 **General Allegations**

23 93. At all times relevant hereto, the Nigerian military and/or police were acting in concert and
24 conspiracy with, at the request of and/or for the benefit of Chevron, and were acting as defendants'
25 agent. The acts of conspiracy between and among Chevron and the Nigerian military and/or police
26 include, but are not limited to, the following:
27
28

- 1 (a) the use of Chevron-owned or -leased equipment, along with pilots, shipmates and
- 2 crew paid for by Chevron, to transport military and/or police involved in the
- 3 human rights violations set forth above;
- 4 (b) the assistance and cooperation provided the military and/or police by Chevron
- 5 enabling the former to commit the human rights violations described above;
- 6 (c) the provision of intelligence and other information by Chevron to the Nigerian
- 7 military and/or police;
- 8 (d) the participation of Chevron employees in the planning and coordination of
- 9 "security operations," including raids and terror campaigns conducted in the Niger
- 10 Delta, through regular meetings between Defendants, their agents, co-
- 11 conspirators, and officials of the local security forces;
- 12 (e) payments by Chevron to the military and/or police to provide security to Chevron
- 13 facilities;
- 14 (f) payments by Chevron to the specific military officers who conducted the military
- 15 attacks;
- 16 (g) the provision of military support and equipment used in the attacks;
- 17 (h) the housing of the military within Chevron's Escravos facility.
- 18 (i) the targeting of communities that protested Chevron's environmental practices in
- 19 the Niger Delta.

20 94. At all times relevant herein, Defendants knew or should have known that the Nigerian
21 government and its army and police committed human rights abuses, including summary executions,
22 imprisonment under inhuman conditions and torture, in connection with exploitation of oil and gas in the
23 Niger Delta.

24 95. The wrongful acts described herein were inflicted under color of law and under color of
25 official authority and/or in conspiracy with or on behalf of those acting under color of official authority.
26 In doing the things herein alleged, defendants acted willfully and in a wanton, malicious and oppressive
27 manner, with the intent to cause injuries to the Plaintiffs. Defendants are therefore guilty of malice
28

1 and/or oppression in conscious disregard of Plaintiffs' rights, thereby warranting an assessment of
2 punitive damages in an amount to be determined at trial.

3 96. The acts and injuries to Plaintiffs and their next-of-kin described herein were part of a
4 pattern and practice of systematic human rights violations requested, paid, confirmed and/or ratified by
5 Defendants and/or their agents and/or committed in conspiracy with the Nigerian military and/or police.
6 The goal of these actions was, among others, to deter lawful speech activity and association of Nigerian
7 citizens in protest of Chevron's activities in the Niger Delta.

8 97. Chevron Corp., Chevron Investments and/or CUSA ratified the attacks at Parabe, Opia
9 and Ikenyan by authorizing payment to the military and/or police for those attacks and by continuing to
10 rely on the military for security after the attacks.

11 98. Chevron Corp., Chevron Investments and/or CUSA aided and abetted CNL and/or
12 ratified the attacks on Parabe, Opia and Ikenyan by, *inter alia*, knowingly providing substantial
13 assistance and/or encouragement to the military and/or police that perpetrated the attacks, and by
14 conducting a knowingly false publicity campaign designed to deflect international criticism of the
15 military and/or police and of Chevron for their respective roles in the attacks. Moreover, in staking their
16 international reputation on and devoting its considerable resources and authority to obscuring the truth
17 about the Parabe incident, Chevron Corp., Chevron Investments, CUSA and/or their agent, CNL,
18 provided substantial encouragement to the military and/or police to commit further abuses, including
19 those at Opia and Ikenyan, for Chevron's benefit, by demonstrating that Chevron would stand by the
20 military and/or police in the court of public opinion if it committed such further abuses.

21 99. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
22 Plaintiffs have suffered and will continue to suffer harm, including pain and suffering, and extreme and
23 severe mental anguish and emotional distress as well as harm to their business activities.

24 100. The participation of Defendants in murder, threats, battery, assault, summary execution,
25 crimes against humanity, torture, cruel, inhuman or degrading treatment, arbitrary arrest and detention,
26 and violation of the rights to life, liberty and security of person and peaceful assembly and association is
27 actionable under the Alien Tort Claims Act, 28 U.S.C. §1350, which incorporates federal common law
28 and customary international law as reflected in:

- 1 (a) The United Nations Charter, 59 Stat. 1031, 3 Bevans 1153 (1945);
- 2 (b) The Universal Declaration of Human Rights, G.A. Res. 217A(iii), U.N. Doc.
3 A/810 (1948);
- 4 (c) The International Covenant on Civil and Political Rights, G.A. Res. 2220A(xxi),
5 21 U.N. Doc., GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966);
- 6 (d) The Convention Against Torture and Other Cruel, Inhuman or Degrading
7 Treatment or Punishment, G.A. Res. 39/46, 39 U.N. Doc., GAOR Supp. (No. 51)
8 at 1100, U.N. Doc. A/39/51 (1984);
- 9 (e) The Declaration on the Protection of All Persons From Being Subjected to Torture
10 and Other Cruel, Inhuman or Degrading Treatment or Punishment, G.A. Res.
11 3452, 30 U.N. Doc., GAOR Supp. (No. 34) at 91, U.N. Doc. A/10034 (1976); and
- (f) The Constitutions, statutes, laws and other rules of most of the nations of the
world.

12 101. There is no independent functioning judiciary in Nigeria and any suit against Defendants
13 there would have been and would still be futile and would result in serious reprisals.

14 **Allegations of Equitable Tolling and/or Equitable Estoppel¹**

15 102. Plaintiffs commenced this action by filing a Complaint for Damages and Injunctive and
16 Declaratory Relief against Chevron Corp. and Moe 1-500, on May 27, 1999, thus tolling the statute of
17 limitations on all claims alleged under the federal and state law. Under California Code of Civil
18 Procedure sections 474 and 583.210, plaintiffs had three (3) years up until at least May 27, 2002 to
19 identify and serve additional defendants as substitutes for the Moe defendants alleged in the Complaint.
20 The Parabe Plaintiffs, other than Ola Oyinbo, had until at least May 28, 2002, Ola Oyinbo had until at
21 least June 22, 2002, and the Opia and Ikenyan Plaintiffs had until at least January 4, 2003 to file their
22 RICO claims under the applicable 4-year limitations period. These limitations periods were tolled for a
23 period of more than three years because of the affirmative misrepresentations made by Chevron Corp.
24 and Chevron Investments about the involvement of CUSA in overseeing and controlling the operations
25
26
27

28

¹ Plaintiffs include these allegations solely to preserve their rights to appeal.

1 of CNL. Because of the identity of interests between and among Chevron Corp., Chevron Investments,
2 and CUSA, these misrepresentations are attributable to all three Chevron entities. Thus, CUSA should
3 be equitably estopped from asserting a statute of limitations defense in this action.
4

5 103. At all times relevant herein, CUSA has been and continues to be a wholly-owned
6 subsidiary of Chevron Corp., operating out of the same headquarters in San Ramon, California. On or
7 about January 14, 2000, Plaintiffs filed with the Court in this action and served on Chevron Corp. and its
8 counsel the Declaration of Dan Stormer, in opposition to Chevron Corp.'s Motion to Dismiss or in the
9 Alternative for Summary Judgment, arguing that Plaintiffs should be permitted to conduct discovery on
10 key matters in the case, including the relationships among and between Chevron Corp., Chevron
11 Investments (called COPI at the time), CUSA, and CNL, the involvement of the three U.S.-based
12 corporations in the operations of CNL, and Plaintiffs' allegation that Chevron Corp. directs the activities
13 of CNL through a division of CUSA. This declaration gave notice to Chevron Corp., Chevron
14 Investments, and CUSA that plaintiffs intended to explore whether CUSA should be added as a
15 defendant because of its potential direction of or involvement in the activities of CNL that led to
16 plaintiffs' injuries as alleged herein.
17
18

19 104. After the Court permitted plaintiffs to engage in such discovery, beginning on or before
20 May 21, 2001, and continuing up through at least September 29, 2005, first Chevron Corp. and then later
21 Chevron Investments provided verified interrogatory answers and documents, deposition testimony by
22 their corporate representatives, testimony and declarations from high-level Chevron managers, directors
23 and officers, and other representations to the Court and to plaintiffs that it was Chevron Corp. and
24 Chevron Investments, not CUSA, who controlled the placement of high-level CNL employees and who
25 employed and directed a cadre of U.S.-based employees who managed, supervised and controlled the
26 activities of CNL in key areas such as drilling and production, finances and compliance with spending
27
28

1 laws such as the Foreign Corrupt Practices Act, public affairs, and security. These representations
2 include, but are not limited to, the following:

- 3 (a) Verified May 21, 2001 interrogatory answers indicating that CUSA had no
4 ownership interest in CNL, that it provided only payroll services to CNL "by
5 agreement with COPI," that certain CUSA employees worked in COPI's Finance
6 Department on FCPA compliance review "by agreement with COPI," and that
7 CUSA was not involved in the day-to-day operations of CNL;
8
- 9 (b) Verified December 7, 2001 interrogatory answers identifying key public affairs,
10 security, and management personnel who were working with and overseeing CNL
11 operations as COPI employees;
12
- 13 (c) Verified February 28, 2002 interrogatory answers identifying a series of
14 individuals as high level COPI managers and officers;
15
- 16 (d) Deposition testimony from January, 2002 to January, 2003 from COPI President
17 Richard Matzke, key CNL managers, and corporate designees for COPI, who
18 identified key U.S.-based Chevron personnel involved in oversight of CNL
19 operations as COPI employees and managers and who described the involvement
20 and control exercised by COPI and Chevron Corp. managers and officers over the
21 career paths and work assignments of upper level CNL managers and others
22 working in defendants' foreign subsidiaries;
23
- 24 (e) January 31, 2003 interrogatory answers stating that several key public affairs
25 personnel "on behalf of COPI, had responsibilities that included monitoring
26 political and economic events in Nigeria as well as other African countries from
27 January 1, 1996 through October 9, 2001";
28

1 (f) February, 2003 declarations submitted in support of defendants' motion for
2 summary judgment indicating that high-level CNL managers had served as COPI
3 managers before or after their assignments to CNL and, in one instance, that the
4 declarant had acted as a COPI sponsor whose job it was to identify employees
5 who could fill open positions in COPI and its subsidiaries (such as CNL).

6
7 (g) May 2, 2003 papers filed in support of defendants' summary judgment motion
8 indicating that various key U.S.-based Chevron managers who supervised CNL
9 operations worked for COPI; and

10
11 (h) May 26, 2005 interrogatory answers which responded to a question about the
12 organizational relationship of the Nigerian Strategic Business Unit in San Ramon
13 to "other Chevron Entities from 1994 through 2000," by referring to an
14 organizational chart of COPI which shows the Strategic Business Units, including
15 the Nigerian and the New Ventures Unit, all reporting to the President of COPI.

16
17 105. As a result of these representations, in conjunction with defendants' discovery responses
18 indicating that CUSA had never had any ownership interest in CNL, plaintiffs developed the reasonable
19 belief that Chevron Corp. and Chevron Investments, but not CUSA, directed, managed and controlled
20 the operations of CNL, who functioned as the agents of Chevron Corp. and Chevron Investments, and
21 that the named defendants, not CUSA, aided and abetted CNL in its unlawful conduct alleged herein and
22 ratified such conduct by, *inter alia*, making false and misleading statements about the involvement of
23 Chevron in the underlying acts. Based on the representations of Chevron Corp. and/or Chevron
24 Investments, plaintiffs moved to add Chevron Investments in place of one of the Moe defendants in this
25 action but declined to add CUSA in the same manner. Based on defendants' representations, plaintiffs
26 did not know about CUSA's involvement in the operations of CNL during the relevant period or that it
27
28

1 could be held liable on plaintiffs' theories of direct or indirect liability as alleged against the named
2 defendants.

3 106. Although defendants attempted to obtain an order barring plaintiffs from conducting
4 Phase 2 discovery related to what had been considered Phase 1 issues, including the supervision and
5 control U.S.-based employees exercised over CNL's operations, the Court permitted further such
6 discovery during Phase 2, and plaintiffs diligently pursued such discovery in addition to their discovery
7 on the merits. On May 27, 2005, for example, plaintiffs served deposition notices on Chevron Corp. and
8 Chevron Investments, seeking testimony from corporate designees about various topics addressing
9 corporate structure and operations. It was not until September 28, 2005, when defendants produced their
10 first corporate designee to testify.
11

12 107. Beginning on or about September 28 and 29, 2005, Chevron Corp. and Chevron
13 Investments contradicted more than 3 years of discovery responses, sworn testimony and representations
14 to the Court and plaintiffs by having their corporate designee testify under oath, *inter alia*: that the
15 parent that was once called COPI, now called Chevron Investments, was a holding company that
16 provided no services to CNL during the 1996-1999 period and that never had any employees at all; that
17 employees in the COP division of CUSA, not in COPI or Chevron Investments, did oversight and
18 planning for COPI's foreign subsidiaries, including CNL; that many CUSA employees wrongly referred
19 to themselves as COPI employees; and that many documents – including the COPI business plan – were
20 erroneously marked as referencing COPI, the parent of CNL, when in fact they dealt with business
21 operations of the COP division of CUSA.
22

23 108. Because of defendants' misleading representations about CUSA's lack of control over
24 CNL and its operations and because of the identity of interests between CUSA and its parent, Chevron
25 Corp., and affiliate, Chevron Investments, all limitations periods applicable to plaintiffs' claims,
26 including the 4-year limitations period for plaintiffs' RICO claims and the 3-year service period under
27
28

1 California Code of Civil Procedure sections 474 and 583.210, was equitably tolled from at least May 21,
2 2001 through September 28, 2005, making plaintiffs' assertion of all claims against CUSA timely. In
3 the alternative, CUSA should be equitably estopped from asserting any statute of limitations defenses
4 because of the affirmatively misleading and/or false statements and representations made by its parent
5 and affiliate.
6

7 **FIRST CLAIM FOR RELIEF²**

8 **AGAINST ALL DEFENDANTS**

9 (Summary Execution)

10 109. The allegations set forth in paragraphs 1 through 108 of this Complaint are realleged and
11 incorporated by reference as if fully set forth herein.

12 110. The deliberate killings, under color of law, of Arolika Irowarinun, Shadrack Oloko, Timi
13 Okoro, Kekedu Lawuru, Bright Pabulogba, and Agbagbaedi Ikenyan, were not authorized by a lawful
14 judgment pronounced by a regularly constituted court affording all the judicial guarantees which are
15 recognized as indispensable by civilized peoples.
16

17 111. The acts described herein constitute summary execution in violation of the Alien Tort
18 Claims Act, customary international law, the international treaties, agreements, conventions and
19 resolutions described above, the common law of the United States, and the statutes of the State of
20 California.
21

22 112. Each defendant is liable to Plaintiffs in that it requested, paid, participated with,
23 confirmed, ratified, and/or conspired with the military and/or police to bring about the summary
24 executions committed against Plaintiffs.
25

26 //

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28 _____
² Motions pending for reconsideration or appeal of dismissal of this claim.

1 **SECOND CLAIM FOR RELIEF³**

2 **AGAINST ALL DEFENDANTS**

3 (Extrajudicial Killing - TVPA)

4
5 113. The allegations set forth in paragraphs 1 through 112 of this Complaint are realleged and
6 incorporated by reference as if fully set forth herein.

7 114. The deliberate killings, under color of law, of Arolika Irowarinun, Shadrack Oloko, Timi
8 Okoro, Kekedu Lawuru, Bright Pabulogba, and Agbagbaedi Ikenyan, were not authorized by a lawful
9 judgment pronounced by a regularly constituted court affording all the judicial guarantees which are
10 recognized as indispensable by civilized peoples.

11
12 115. The acts described herein constitute extrajudicial killing in violation of the Torture
13 Victim Protection Act of 1991 ("TVPA"), 28 U.S.C. § 1350, note.

14 116. Each defendant is liable to Plaintiffs in that it requested, paid, participated with,
15 confirmed, ratified, and/or conspired with the military and/or police to bring about the extrajudicial
16 killings committed against Plaintiffs.

17 **THIRD CLAIM FOR RELIEF**

18 **AGAINST ALL DEFENDANTS**

19 (Crimes Against Humanity)

20
21 117. The allegations set forth in paragraphs 1 through 116 of this Complaint are realleged and
22 incorporated by reference as if fully set forth herein.

23 118. The wrongful acts described herein carried out against all Plaintiffs constitute crimes
24 against humanity, in violation of customary international law, which prohibits inhuman acts of a very
25 serious nature such as willful killing, torture, arbitrary arrest and detention, and other inhuman acts
26
27

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³Motions pending for reconsideration or appeal of dismissal of this claim.

1 committed as part of a widespread or systematic attack against any civilian population or persecutions on
2 political, racial, or religious grounds.

3 119. The acts described herein constitute crimes against humanity, in violation of the Alien
4 Tort Claims Act, customary international law, the common law of the United States, the statutes of the
5 State of California, and the international treaties, agreements, conventions and resolutions described
6 above.

7
8 120. Each defendant is liable to Plaintiffs in that it requested, paid, participated with,
9 confirmed, ratified, and/or conspired with the military and/or police to bring about the crimes against
10 humanity committed against Plaintiffs.

11
12 **FOURTH CLAIM FOR RELIEF⁴**

13 **AGAINST ALL DEFENDANTS**

14 (Torture)

15 121. The allegations set forth in paragraphs 1 through 120 of this Complaint are realleged and
16 incorporated by reference as if fully set forth herein.

17
18 122. The torture of Plaintiffs, as described herein, was inflicted deliberately and intentionally
19 for purposes which included, among others, punishing the victim or intimidating the victim or third
20 persons.

21 123. The acts described herein constitute torture, in violation of the the Alien Tort Claims Act,
22 customary international law, the common law of the United States, the statutes of the State of California
23 and the international treaties, agreements, conventions and resolutions described above.

24
25 //

26 //
27

28

⁴ Motions pending for reconsideration or appeal of dismissal of this claim.

1 124. Each defendant is liable for said conduct in that it requested, paid, participated in,
2 confirmed, ratified, and/or conspired with the Nigerian military and/or police to bring about the torture
3 of Plaintiffs.

4
5 **FIFTH CLAIM FOR RELIEF⁵**

6 **AGAINST ALL DEFENDANTS**

7 (Torture - TVPA)

8 125. The allegations set forth in paragraphs 1 through 124 of this Complaint are realleged and
9 incorporated by reference as if fully set forth herein.

10 126. The torture of Plaintiffs, as described herein, was inflicted deliberately and intentionally
11 for purposes which included, among others, punishing the victim or intimidating the victim or third
12 persons.
13

14 127. The acts described herein constitute torture, in violation of the Torture Victim Protection
15 Act ("TVPA"), 28 U.S.C. § 1350, note.

16 128. Each defendant is liable for said conduct in that it requested, paid, participated in,
17 confirmed, ratified, and/or conspired with the Nigerian military and/or police to bring about the torture
18 of Plaintiffs.
19

20 **SIXTH CLAIM FOR RELIEF⁶**

21 **AGAINST ALL DEFENDANTS**

22 (Cruel, Inhuman, or Degrading Treatment)

23 129. The allegations set forth in paragraphs 1 through 128 of this Complaint are realleged and
24 incorporated by reference as if fully set forth herein.
25
26

27
28

⁵Motions pending for reconsideration or appeal of dismissal of this claim.

⁶Motions pending for reconsideration or appeal of dismissal of this claim.

1 130. The wrongful acts described herein had the intent and the effect seriously injuring all
2 Plaintiffs including grossly humiliating and debasing them, forcing them to act against their will and
3 conscience, inciting fear and anguish, and/or breaking Plaintiffs' physical and moral resistance.
4

5 131. The acts described herein constitute cruel, inhuman or degrading treatment in violation of
6 the Alien Tort Claims Act, customary international law, the common law of the United States, the
7 statutes of the State of California, and the international treaties, agreements, conventions and resolutions
8 described in paragraph 100, herein.

9 132. Defendants' acts alleged herein caused Plaintiffs to be placed in great fear for their lives
10 and forced them to suffer severe physical and psychological abuse and agony.
11

12 133. Each defendant is liable for said conduct in that it requested, paid, participated in,
13 confirmed, ratified, and/or conspired with the military and/or police to cause the cruel, inhuman or
14 degrading treatment of Plaintiffs.

15 **SEVENTH CLAIM FOR RELIEF⁷**

16 **AGAINST ALL DEFENDANTS**

17
18 (Violation of the Rights to Life, Liberty and Security of Person
19 and Peaceful Assembly and Association)

20 134. The allegations set forth in paragraphs 1 through 133 of this Complaint are realleged and
21 incorporated by reference as if fully set forth herein.

22 135. The torture, shooting and setting on fire of the various Plaintiffs as a result of their or
23 others' peacefully demonstrating against the actions of Chevron and Chevron Investments violated and
24 deprived them of their rights to life, liberty and security of person, and their rights to peaceful assembly
25 and association for which each defendant may be held liable.
26
27
28

⁷Motions pending for reconsideration or appeal of dismissal of this claim.

1 136. The killing and wounding of Plaintiffs violated and deprived them of their rights to life,
2 liberty and security of person and peaceful assembly and association for which each defendant may be
3 held liable.

4 137. The torture, interrogation and attempted forced confession of Bola Oyinbo, and the
5 injuries to Larry Bowoto and Bassey Jeje violated and deprived them of their rights to liberty and
6 security of person and peaceful assembly and association for which each defendant may be held liable.
7

8 138. The wrongful acts described herein violated and deprived Plaintiffs of their rights to life,
9 liberty and security of person, and to peaceful assembly and association, in violation of the Alien Tort
10 Claims Act, customary international law, the common law of the United States, the statutes of
11 California, and the international treaties, agreements, conventions and resolutions described in paragraph
12 100 herein.
13

14 139. Each defendant is liable for said conduct in that it requested, paid, participated in,
15 confirmed, ratified, and/or conspired with the military and/or police to bring about the violations and
16 deprivations of the rights to life, liberty and security of person and peaceful assembly and association.
17

18 **EIGHTH CLAIM FOR RELIEF⁸**

19 **AGAINST ALL DEFENDANTS**

20 (Consistent Pattern Of Gross Violations Of Internationally Recognized Human Rights)

21 140. The allegations set forth in paragraphs 1 through 139 of this Complaint are realleged and
22 incorporated by reference as if fully set forth herein.

23 141. The multiple violations of internationally recognized human rights alleged herein, in
24 themselves and/or in context of the ongoing attacks on citizens protesting the actions of Defendants and
25
26
27

28 _____
⁸Motions pending for reconsideration or appeal of dismissal of this claim.

1 other oil companies in the Niger Delta, constitute a consistent pattern of gross violations of
2 internationally recognized human rights.

3 142. The killing and wounding of Plaintiffs violated and deprived them of their rights to life,
4 liberty and security of person and peaceful assembly and association for which each defendant may be
5 held liable.
6

7 143. The torture, interrogation and attempted forced confession of Bola Oyinbo violated and
8 deprived him of his rights to liberty and security of person and peaceful assembly and association for
9 which each defendant may be held liable.
10

11 144. The wrongful acts described herein violated and deprived Plaintiffs of their rights to life,
12 liberty and security of person, and to peaceful assembly and association, in violation of the Alien Tort
13 Claims Act, customary international law, the common law of the United States, the statutes of
14 California, and the international treaties, agreements, conventions and resolutions described in paragraph
15 100 herein.
16

17 145. Each defendant is liable for said conduct in that it requested, paid, participated in,
18 confirmed, ratified, and/or conspired with the military and/or police to bring about the violations and
19 deprivations of the rights to life, liberty and security of person and peaceful assembly and association.
20

21 **NINTH CLAIM FOR RELIEF**

22 **AGAINST ALL DEFENDANTS**

23 (Violations of the Racketeer Influenced and Corrupt Organizations Act)

24 146. The allegations set forth in paragraphs 1 through 145 of this Complaint are realleged and
25 incorporated by reference as if fully set forth herein.

26 147. From not later than 1992 to the present, Defendants Chevron and/or Chevron
27 Investments, and their agents and co-conspirators formed a RICO "enterprise" within the meaning of 18
28 U.S.C. § 1961(4) engaged in foreign and interstate commerce.

1 148. Alternatively, Defendants and their agents and co-conspirators constituted an association
2 in fact for a common purpose with a continuous existence separate and apart from the pattern of
3 racketeering activity in which they engaged. This association in fact constituted an enterprise within the
4 meaning of 18 U.S.C. § 1961(4).
5

6 149. Each Defendant is an "individual or entity capable of holding a legal or beneficial interest
7 in property" and, as such, each constitutes a "person" within the meaning of 18 U.S.C. § 1961(3).
8

9 150. Over a period of years and continuing to the present, Defendants with their co-
10 conspirators or agents, in violation of 18 U.S.C § 1962(b) through a pattern of racketeering activity, have
11 acquired and maintained an interest in petroleum exploration and exploitation projects in Nigeria.

12 151. At all times relevant to this Complaint, the Defendants, and their agents and co-
13 conspirators conducted, or participated directly or indirectly in the conduct of the affairs of the enterprise
14 through a pattern of racketeering activity, within the meaning of 18 U.S.C. § 1961 (1) (5), in violation of
15 18 U.S.C. § 1962 (c).
16

17 152. At all times relevant to this Complaint, the Defendants, in violation of 18 U.S.C. §
18 1962(d) combined and conspired together and with their agents and co-conspirators to commit conduct
19 the affairs of the enterprise through a pattern of racketeering activity.

20 153. In furtherance of the conspiracy, and to effect the objects thereof, the Defendants
21 committed overt acts as set forth more fully in paragraphs 1 through 118.

22 154. During 1998 and 1999, in violation of 18 U.S.C §§ 1962(c) and (d), Defendants, with
23 their agents and co-conspirators, conspired to and did conduct the affairs of the enterprise through a
24 pattern of racketeering activity.
25

26 155. The pattern of racketeering activity alleged in paragraphs 1 through 118 above included
27 the following specific acts, all of which constituted and are defined as racketeering activity by 18 U.S.C.
28

1 § 1961(1) and all of which are set forth in the specific numbered paragraphs herein which are realleged
2 and incorporated here by reference as if fully set forth, as follows:

- 3 a) arson;
4 b) murder;
5 c) extortion, 18 U.S.C. § 1951.
6

7 156. In violation of the Hobbs Act, Defendants used murder and arson to suppress Plaintiffs'
8 and others' peaceful protests about Chevron's environmental practices on and near Plaintiffs' properties.

9 157. The Defendants are engaged in acts of interstate commerce. Specifically, defendants
10 Chevron Corporation and Chevron Investments and their agents and co-conspirators engaged in conduct
11 undertaken in the United States material to the effectuation of the fraudulent and otherwise illegal
12 racketeering activities alleged herein, by planning, participating in the decision-making, authorizing,
13 and/or ratifying the attacks alleged herein, by initiating and orchestrating a knowingly false media
14 campaign designed to deflect international criticism of the Nigerian military and/or police and of
15 Chevron for their respective roles in the attacks, and through other similar conduct.
16

17 158. Defendants' acts alleged herein were intended to and did have a substantial impact on the
18 United States, including but not limited to the market for petroleum products in the United States.
19 Specifically, it is alleged, on information and belief:
20

21 (a) that the majority of Nigeria's crude oil yield comes from the Niger Delta where
22 Parabe, Opia and Ikenyan are located;

23 (b) that approximately 40 percent of Nigeria's oil production is exported to the United
24 States;

25 (c) that much of the oil extracted by the Defendants and their wholly-owned subsidiaries
26 in Nigeria, including CNL, is shipped to the United States;
27
28

1 (d) that Defendants engaged in Nigerian oil production in a manner which exploits and
2 abuses the local environment and damages the economic well-being of the indigenous, surrounding
3 communities, including those of the Plaintiffs;

4 (e) that Defendants' oil production practices were intended to and have lowered the
5 production costs of defendants in Nigeria and secured economic and competitive advantages in the U.S;
6 and
7

8 (f) that the predicate acts alleged herein, including but not limited to the attacks on
9 Plaintiffs, Defendants' attempts to quash Plaintiffs' protesting activities, and their false media campaign
10 focused on maligning the Plaintiffs and their protests and whitewashing the roles of the Defendants and
11 the Nigerian government, were intended to gain an economic advantage in the U.S. economic market by
12 the continued, uninterrupted exploitation of the Nigerian oil fields without interference from the
13 protesting neighboring communities, including those of the Plaintiffs and/or that these acts did in fact
14 have that impact.
15

16 159. As a direct and proximate result of the predicate acts by the enterprise as alleged above,
17 Plaintiffs suffered injuries to their businesses and/or property, as follows:
18

19 (a) Bola Oyinbo, Larry Bowoto, and Bassey Jeje were injured in that the torture,
20 interrogation and attempted forced confession of Bola Oyinbo, and the injuries to Larry Bowoto, Bassey
21 Jeje, and Bola Oyinbo deprived them of their rights to free speech and association, liberty and security of
22 person.
23

24 (b) Plaintiff Larry Bowoto suffered the loss of personal property and his small business
25 selling commercial fishing equipment and boat engines, as well as renting two commercial fishing boats,
26 at least in part, because of the attack at Parabe and/or the physical injury that he sustained during the
27 Parabe attack.
28

1 (c) Plaintiff Bassey Jeje suffered the loss of his boat and other property because of the
2 Parabe attack by defendants and the loss of his business as a fisherman and trader of fish and fishing
3 supplies, because of the physical injuries he sustained during the Parabe attack.
4

5 (d) Bola Oyinbo suffered the loss of a boat and other property as a result of the Parabe
6 attack and the loss of business income from Mr. Oyinbo's business selling fresh water as a result of the
7 attack and his subsequent detention and torture.

8 (e) Arolika Irowanium and the plaintiffs who were his dependents suffered the loss of
9 part of Mr. Irowanium's farming business, fishing ponds, and livestock because his death on the Parabe
10 platform at Defendants' hands prevented him from protecting and attending to his property.
11

12 (f) Shadrack Oloko, Timi Okoro, Kekedu Lawuru, Bright Pabulogba, and Agbagbaedi
13 Ikenyan, suffered the loss of homes, boats, fishing equipment, and/or their fishing businesses, as a result
14 of the attacks on the villages of Opia and Ikenyan.

15 160. The injuries suffered by each Plaintiff were reasonably foreseeable or anticipated by the
16 Defendants as the natural consequence of Defendants' acts.
17

18 **TENTH CLAIM FOR RELIEF**

19 **AGAINST ALL DEFENDANTS**

20 **(Wrongful Death)**

21 161. Plaintiffs reallege and incorporate by reference the allegations set forth in paragraphs 1
22 through 160 as if fully set forth herein.
23

24 162. As a direct result of Defendants' acts and omissions and as a result of the deaths
25 described above, Plaintiffs have sustained pecuniary loss resulting from loss of society, comfort,
26 attention, services and support of decedents Arolika Irowarinun, Timi Okoro, Shadrack Oloko, Kekedu
27 Lawruru, Bright Pabulogba, and Agbagbaedi Ikenyan.
28

1 163. As a direct result of Defendants' acts and omissions and as a result of the deaths
2 described above, Plaintiffs' wives and children of the decedents have sustained pecuniary loss resulting
3 from loss of society, comfort, attention, services and support of decedents.
4

5 164. Each Defendant is liable for said conduct in that it requested, paid, confirmed, ratified,
6 and/or conspired with the military and/or police to bring about the wrongful deaths described above.

7 165. The acts described herein constitute wrongful death, actionable under the laws of Nigeria.

8 **ELEVENTH CLAIM FOR RELIEF**

9 **AGAINST ALL DEFENDANTS**

10 (Battery)

11
12 166. The allegations set forth in paragraphs 1 through 165 of this Complaint are realleged and
13 incorporated by reference as if fully set forth herein.

14 167. Defendants intentionally committed acts which resulted in harmful or offensive contact
15 with Plaintiffs. Plaintiffs did not consent to the contact, which caused injury, damage, loss or harm to
16 Plaintiffs.

17
18 168. The acts described herein constitute battery, actionable under the laws of the State of
19 California and Nigeria.

20 **TWELFTH CLAIM FOR RELIEF**

21 **AGAINST ALL DEFENDANTS**

22 (Assault)

23
24 169. The allegations set forth in paragraphs 1 through 168 of this Complaint are realleged and
25 incorporated by reference as if fully set forth herein.

26 170. The conduct of Defendants Chevron Corp., CUSA and MOES 3-50 caused Plaintiffs to
27 be apprehensive that defendants and/or their agents, employees or joint-venturers would subject them to
28 imminent batteries and/or intentional invasions of their rights to be free from offensive and harmful

1 contact, and said conduct demonstrated that Defendants had a present ability to subject Plaintiffs to an
2 immediate, intentional, offensive and harmful touching.

3 171. The acts described herein constitute assault, actionable under the laws of the State of
4 California and Nigeria.
5

6 **THIRTEENTH CLAIM FOR RELIEF**

7 **AGAINST ALL DEFENDANTS**

8 (Intentional Infliction of Emotional Distress)

9 172. The allegations set forth in paragraphs 1 through 171 of this Complaint are realleged and
10 incorporated by reference as if fully set forth herein.
11

12 173. The acts described herein constitute outrageous conduct against Plaintiffs that was
13 unprotected and without privilege.

14 174. Defendants intended to cause Plaintiffs to suffer emotional distress; engaged in the
15 conduct with reckless disregard of the probability that its conduct would cause Plaintiffs to suffer
16 emotional distress; Plaintiffs were present at the time the outrageous conduct occurred and Defendants
17 knew that Plaintiffs were present.
18

19 175. Plaintiffs suffered severe emotional distress which was caused by Defendants' outrageous
20 conduct as alleged herein.

21 176. Defendants' outrageous conduct constitutes the intentional infliction of emotional distress
22 and is actionable under the laws of the State of California and Nigeria.
23

24 **FOURTEENTH CLAIM FOR RELIEF**

25 **AGAINST ALL DEFENDANTS**

26 (Negligent Infliction of Emotional Distress)

27 177. The allegations set forth in paragraphs 1 through 176 of this Complaint are realleged and
28 incorporated by reference as if fully set forth herein.

1 178. At all relevant times, Defendants owed Plaintiffs a duty to act with reasonable care,
2 and/or injury to Plaintiffs was reasonably foreseeable.

3 179. At all relevant times, Defendants had the power, ability, authority and duty to stop
4 engaging in the wrongful conduct described herein and to intervene to prevent or prohibit such conduct.
5

6 180. At all relevant times, Defendants knew, or reasonably should have known, that the
7 conduct described herein would and did proximately result in physical and emotional distress to
8 Plaintiffs.

9 181. Despite said knowledge, power, and duty, Defendants breached their duty to Plaintiffs
10 and negligently failed to act so as to stop engaging in the conduct described herein and to prevent or to
11 prohibit such conduct or to otherwise protect Plaintiffs. To the extent that said negligent conduct was
12 perpetrated by military officials, Defendants confirmed, ratified and participated in said conduct with the
13 knowledge that Plaintiffs' emotional and physical distress would thereby increase and with a wanton and
14 reckless disregard for the deleterious consequences to Plaintiffs.
15

16 182. Plaintiffs were bystanders and immediately observed the circumstances of the killing and
17 other assaults on family members.
18

19 183. As a direct and legal result of Defendants' wrongful acts, Plaintiffs have suffered and will
20 continue to suffer significant physical injury, pain and suffering and extreme and severe mental anguish
21 and emotional distress.

22 184. Defendants' conduct constitutes the negligent infliction of emotional distress and is
23 actionable under the laws of the State of California and Nigeria.
24

25 //

26 //

27 //

1 **FIFTEENTH CLAIM FOR RELIEF**

2 **AGAINST ALL DEFENDANTS**

3 (Negligence/Negligence Per Se)

4
5 185. The allegations set forth in paragraphs 1 through 184 of this Complaint are realleged and
6 incorporated by reference as if fully set forth herein.

7 186. Despite having the duty to do so, defendants failed to use ordinary or reasonable care in
8 order to avoid injury to Plaintiffs, including but not limited to through its negligent hiring, training,
9 supervision and/or retention of the Nigerian military and/or police to act as its private security personnel.
10 Defendants' negligence was a cause of injury, damage, loss or harm to Plaintiffs.

11
12 187. As a result of these acts, Plaintiffs suffered harm including, but not limited to, severe
13 emotional distress. Defendants' conduct constitutes negligence and is actionable under the laws of the
14 State of California, Nigeria, and customary international law, including but not limited to the laws
15 described in paragraph 100.

16 **SIXTEENTH CLAIM FOR RELIEF**

17 **AGAINST ALL DEFENDANTS**

18 (Civil Conspiracy)

19
20 188. The allegations set forth in paragraphs 1 through 187 of this Complaint are realleged and
21 incorporated by reference as if fully set forth herein.

22 189. On or about May 25, 1999 and January 4, 1999, Defendants Chevron Corporation,
23 Chevron Investments, CUSA and MOES 3-50, inclusive, and the Nigerian military and/or police
24 knowingly and willfully conspired and agreed among themselves to engage in a military attack on,
25 respectively, the Plaintiffs on the Parabe Platform and the Plaintiffs citizens of the communities of Opia
26 and Ikenyan in violation of the rights of the Plaintiffs.
27
28

1 190. Defendants did the acts and things alleged pursuant to, and in furtherance of, the
2 conspiracy and the above-alleged agreement.

3 191. Defendants furthered the conspiracy by participation with and/or lent aid and
4 encouragement to or ratified and adopted the acts of the Nigerian military and/or police as alleged above.
5

6 192. Plaintiffs are informed, believe and thereon allege that the last overt act in pursuance of
7 the above-described conspiracy occurred on or about January 4, 1999, on which date Defendants and the
8 Nigerian military and/or police jointly participated in the attacks on the communities of Opia and
9 Ikenyan.

10 193. As a proximate result of the wrongful acts herein alleged, Plaintiffs have been generally
11 and specially damaged in the loss of life and physical and emotional injuries as alleged above and
12 according to proof.
13

14 194. Defendants' conduct constitutes civil conspiracy and is actionable under the laws of the
15 State of California and Nigeria.

16 **SEVENTEENTH CLAIM FOR RELIEF**

17 **AGAINST ALL DEFENDANTS**

18 **(Loss of Consortium)**

19
20 195. The allegations set forth in paragraphs 1 through 194 of this Complaint are realleged and
21 incorporated by reference as if fully set forth herein.

22 196. At all times prior to their deaths, the decedents noted above were faithful, loving and
23 dutiful spouses and parents to the Plaintiffs who are their spouses and children.
24

25 197. As a result of the acts of Defendants, those Plaintiffs who are the spouses and children of
26 the decedents have been deprived of the decedents' society, comfort, attention, services and support, all
27 to their damage, in an amount to be proved at trial. In addition, those Plaintiffs have suffered and
28 incurred the expenses of funeral and burial for the decedents, in an amount to be proved at trial.

1 198. Defendants' conduct caused plaintiffs to suffer loss of consortium and is actionable under
2 the laws of the State of California and Nigeria.

3 WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

4 **PRAYER FOR RELIEF**

5
6 WHEREFORE, each and every Plaintiff prays for judgment against each defendant in excess of
7 \$75,000, as follows:

- 8 (a) for compensatory damages, including general and special damages;
- 9 (b) for punitive damages;
- 10 (c) for injunctive and declaratory relief as this Court deems appropriate;
- 11 (d) for disgorgement of profits;
- 12 (e) for treble damages;
- 13 (f) for costs of suit, attorneys fees and such other relief as the Court deems just and proper.

14
15 **JURY TRIAL DEMAND**

16 Plaintiffs hereby demand a jury trial on all issues so triable.

17
18
19 DATED: September 21, 2006

Respectfully submitted,

20 TRABER & VOORHEES

21
22 _____
23 /s/ Theresa M. Traber

24 Attorneys for Plaintiffs
25 LARRY BOWOTO, *et al.*