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7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**  
10

11 LARRY BOWOTO; BENSON EDEKOU,  
12 individually and as successor in interest and  
representative of successors in interest to Timi Okoro;  
13 ANTHONY LAWURU, individually and as successor  
in interest and representative of successors in interest  
14 to Kekedu Lawuru; HENRY PABULOGBA,  
individually and as successor in interest and  
15 representative of successors in interest to Bright  
Pabulogba; JOHN IKEYAN, individually and as  
16 successor in interest and representative of successors  
in interest to Agbagbaidi Ikenyan; and each of them on  
17 behalf of others similarly situated and the general  
public; and MIGUEL ROJAS, JENNIFER A. FLORY,  
18 MARC MARGOLIS, and ANITA GARCIA, on behalf  
of themselves and on behalf of all others similarly  
19 situated and the general public;

20 Plaintiffs,

21 v.

22  
23 CHEVRON CORPORATION, a Delaware  
corporation; CHEVRON INVESTMENTS, INC., a  
Delaware corporation; CHEVRON U.S.A., INC., a  
24 Pennsylvania corporation, in place of ROE 1; and  
ROES 2-50  
25

26 Defendants.  
27  
28

ENDORSED  
FILED  
San Francisco County Superior Court

APR 10 2006

GORDON PARK-LI, Clerk  
BY: MAURAC. RAMIREZ  
Deputy Clerk

CASE NO. CGC-03-417580

CLASS ACTION

**FIRST AMENDED COMPLAINT  
FOR INJUNCTIVE AND  
DECLARATORY RELIEF,  
RESTITUTION AND  
DISGORGEMENT OF PROFITS**

1. Violation of Business & Professions Code § 17200 – unfair business practices;
2. Violation of Business & Professions Code § 17200 – unfair, misleading and fraudulent business practices

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16 Pabulogba; JOHN IKEYAN, individually and as  
successor in interest and representative of successors  
17 in interest to Agbagbaidi Ikenyan; and each of them on  
behalf of others similarly situated and the general  
18 public; and MIGUEL ROJAS, JENNIFER A. FLORY,  
MARC MARGOLIS, and ANITA GARCIA, on behalf  
19 of themselves and on behalf of all others similarly  
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20 Plaintiffs,

21 v.

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23 corporation; CHEVRON INVESTMENTS, INC., a  
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24 Pennsylvania corporation, in place of ROE 1; and  
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DISGORGEMENT OF PROFITS**

1. Violation of Business & Professions Code § 17200 – unfair business practices;
2. Violation of Business & Professions Code § 17200 – unfair, misleading and fraudulent business practices

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1 Plaintiffs, by their attorneys, bring this action on behalf of themselves, all other persons similarly  
2 situated and on behalf of the general public. On information and belief, Plaintiffs allege as follows:

3 **INTRODUCTION**

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

20 2. Defendants engaged in Nigerian oil and gas production in a manner that exploits and  
21 abuses the local environment and damages the economic well-being of the indigenous, surrounding  
22 communities, including those of the Nigerian Plaintiffs. Defendants' oil and gas production practices  
23 were intended to and have lowered Defendants' production costs in Nigeria and secured economic and  
24 competitive advantages in the U.S. and California.

25 3. The abuses alleged herein, including, but not limited to, the murder, threats, battery, and  
26 other acts of torture and further intimidation against the Nigerian Plaintiffs and their relatives were  
27 committed to force the Nigerian Plaintiffs and others to cease their protests against the damage to their  
28 lands and livelihood, to retaliate for past protests and/or to intimidate any members of the local

1 population that might be contemplating future protests. These abuses were intended to gain an economic  
2 advantage in the U.S. and California economic market by the continued, uninterrupted exploitation of  
3 the Nigerian oil and gas fields without interference from the protesting neighboring communities,  
4 including those of the Nigerian Plaintiffs and/or these acts did in fact have that impact.

5 4. Defendants have also conducted a false public campaign focused on maligning the  
6 Nigerian Plaintiffs and their protests and whitewashing the roles of Defendants and the Nigerian  
7 government in the attacks. In order to maintain sales of any of its products, regardless of source, in  
8 California and the United States, Defendants Chevron Corp., CI and/or CUSA have, in describing the  
9 attacks, the events surrounding them and Chevron's relationship with the Nigerian military involved,  
10 made knowingly, recklessly and/or negligently false and/or misleading statements to the general public  
11 in California, in the United States, and in Nigeria about the manner in which their product was produced  
12 in Nigeria.

13 5. The abuses and false and/or misleading statements alleged herein constitute violations of  
14 California, Nigerian, and/or customary international law and/or are unconscionable business practices.  
15 The use of such unfair, illegal, and destructive business practices creates an unfair business advantage  
16 over competitors and harms consumers within the State of California and the United States. The acts  
17 described herein therefore constitute unfair business practices in violation of the State of California  
18 Business & Professions Code § 17200 *et seq.* All Plaintiffs seek disgorgement of profits, restitution and  
19 injunctive, declaratory and other relief under California state law.

#### 20 **BACKGROUND**

21 6. The Nigerian Plaintiffs are individuals who reside in the Niger Delta region of southern  
22 Nigeria. The Nigerian Plaintiffs allege that Defendants Chevron Corp., CI and CUSA, in conjunction  
23 and in concert with Nigeria's military and/or police, which acted as Chevron's agent and co-conspirator,  
24 did willfully, maliciously and systematically violate Plaintiffs' human rights, by means that include  
25 summary execution, torture, and cruel, inhuman and degrading treatment, for the purpose and with the  
26 effect of suppressing and/or deterring Plaintiffs' and others' peaceful protests about Chevron's  
27 environmental and other practices in the Niger Delta.

28 7. The grievous harm suffered by the Nigerian Plaintiffs was inflicted by a combination of



1 and a class of similarly situated California residents.

2 11. From at least June 1998 until recently, Plaintiff Miguel Rojas regularly bought Chevron  
3 gasoline from service stations in California based on his belief that Chevron had better business  
4 practices than the other oil companies, such as Chevron's practices on environmental issues. At all  
5 times relevant herein until recently, Mr. Rojas has also been ignorant of Defendants' actions as alleged  
6 in this First Amended Complaint. Upon recently learning the truth about what occurred at the Parabe oil  
7 platform in May 1998, the villages of Opia and Ikenyan in January 1999, and Chevron's complicity in  
8 those brutal attacks, Plaintiff Miguel Rojas has stopped buying Chevron gas and has decided not to buy  
9 Chevron gas in the future. Had Mr. Rojas known the truth about Defendants' actions, he would not have  
10 paid money for Chevron gas from June 1998 through June of 2005 and would have instead purchased his  
11 gasoline from other companies.

12 12. From at least June 1998 until sometime in 2001 and/or 2002, plaintiff Jennifer Flory  
13 repeatedly bought Chevron gasoline from service stations in California based on her belief that Chevron  
14 had better business practices, especially as to environmental issues, than the other oil companies. At  
15 sometime in 2001 and/or 2002, Ms. Flory was told that Chevron was contributing to environmental  
16 damage in Nigeria and was mistreating the people there in its efforts to obtain oil from that county.  
17 Upon learning this information, Ms. Flory stopped buying Chevron gasoline for several years and, only  
18 recently, has bought Chevron gasoline only when buying gasoline from another company does not  
19 appear practicable. At all times relevant herein until recently, Ms. Flory has been ignorant of  
20 defendants' actions as alleged in this First Amended Complaint. Ms. Flory was recently informed about  
21 what occurred at the Parabe oil platform in May 1998, the villages of Opia and Ikenyan in January 1999,  
22 and Chevron's complicity in those brutal attacks. Had Ms. Flory known the truth about defendants'  
23 actions, she would not have paid money for Chevron gas from June 1998 through sometime in 2001  
24 and/or 2002 and would have instead purchased her gasoline from other companies.

25 13. From at least June 1998 until recently, plaintiff Marc Margolis has frequently bought  
26 Chevron gasoline from service stations in California based in part on his belief that Chevron had decent  
27 business practices. At all times relevant herein until recently, Mr. Margolis has been ignorant of  
28 defendants' actions as alleged in this First Amended Complaint. Upon recently learning the truth about

1 what occurred at the Parabe oil platform in May 1998, the villages of Opia and Ikenyan in January 1999,  
2 and Chevron's complicity in those brutal attacks, plaintiff has stopped buying Chevron gas and has  
3 decided to avoid buying Chevron gas as much as possible in the future. Had Mr. Margolis known the  
4 truth about defendants' actions, he would not have paid money for Chevron gas from June 1998 through  
5 January 2006 and would have instead purchased his gasoline from other companies.

6 14. From approximately 1995 until recently, plaintiff Anita Garcia has frequently bought  
7 Chevron gasoline from service stations in California because they were convenient for her and because  
8 she had no information about any unlawful and/or questionable business practices by Chevron. At all  
9 times relevant herein until recently, Ms. Garcia has been ignorant of defendants' actions as alleged in  
10 this First Amended Complaint. Upon recently learning the truth about what occurred at the Parabe oil  
11 platform in May 1998, the villages of Opia and Ikenyan in January 1999, and Chevron's complicity in  
12 those brutal attacks, plaintiff has stopped buying Chevron gas, unless no other alternative existed, and  
13 has decided to avoid buying Chevron gas as much as possible in the future. Had Ms. Garcia known the  
14 truth about defendants' actions, she would not have paid money for Chevron gas at any time from May  
15 28, 1998 through January, 2006 and would have instead purchased her gasoline from other companies.

16 15. Plaintiff Larry Bowoto is a resident and citizen of Nigeria. He brings this action on his  
17 own behalf and on behalf of others similarly situated and the general public.

18 16. Plaintiff Benson Edekou is a resident and citizen of Nigeria. He brings this action  
19 individually and as successor in interest and representative of successors in interest to Timi Okoro, and  
20 for purposes of injunctive and declaratory relief, on behalf of others similarly situated and the general  
21 public.

22 17. Plaintiff Anthony Lawuru, is a resident and citizen of Nigeria. He brings this action  
23 individually and as successor in interest and representative of successors in interest to Kekedu Lawuru,  
24 and for purposes of injunctive and declaratory relief, on behalf of others similarly situated and the  
25 general public.

26 18. Plaintiff Henry Pabulogba, is a resident and citizen of Nigeria. He brings this action  
27 individually and as successor in interest and representative of successors in interest to Bright Pabulogba,  
28 and for purposes of injunctive and declaratory relief, on behalf of others similarly situated and the

1 general public.

2 19. Plaintiff John Ikeyan is a resident and citizen of Nigeria. He brings this action  
3 individually and as successor in interest and representative of successors in interest to Agbagbaidi  
4 Ikenyan, and for purposes of injunctive and declaratory relief, on behalf of others similarly situated and  
5 the general public.

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

11 21. On information and belief, Defendant CI (formerly known as COPI and thereafter CTOP,  
12 each a Delaware corporation) is a United States-based corporation organized under the laws of the State  
13 of Delaware and a wholly-owned subsidiary of Chevron Corp. Its corporate headquarters are located in  
14 San Ramon, California. At all relevant times, CI wholly owned and controlled CNL. At the time of the  
15 Parabe incident, CI owned 90% of CNL directly, and owned the other 10% through a wholly-owned  
16 subsidiary. At the time of the incidents at Opia and Ikenyan, CI wholly owned CNL through a number of  
17 tiers of wholly-owned intermediaries.

18 22. On information and belief, Defendant CUSA is a United States-based corporation  
19 organized under the laws of the State of Pennsylvania, a wholly-owned subsidiary of Chevron Corp., and  
20 a corporation licensed to do business and doing business in California, with its corporate headquarters  
21 located in San Ramon, California. CUSA has a division called Chevron International Exploration and  
22 Production (formerly known as CTOP and/or COP and sometimes referred to as “COPI”), which  
23 employs various U.S.-based personnel who are responsible for providing oversight, supervision and  
24 planning for the business operations of CNL and other foreign subsidiaries of Defendants Chevron  
25 Corporation and CI. Through these personnel, CUSA exercises substantial control over CNL’s  
26 operations, either directly or as the agent of Chevron Corporation and/or CI, at all times relevant to this  
27 action. Defendant CUSA is being added to this Action as a substitute for ROE 1 and/or as a newly-  
28 named defendant.

1           23.     Plaintiffs are ignorant of the true names and capacities of the Defendants who are sued  
2 herein as ROES 2-50, and Plaintiffs sue these Defendants by such fictitious names and capacities.  
3 Plaintiffs will amend this Complaint to allege the Roes' true names and capacities when ascertained.  
4 Plaintiffs are informed and believe, and on that basis allege, that each fictitiously named Defendant is  
5 responsible in some manner for the occurrences herein alleged and that the injuries to Plaintiffs herein  
6 alleged were proximately caused by the conduct of such Defendants.

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

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

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

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

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

6 29. 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 30. Whenever and wherever reference is made to individuals who are not named as  
11 Defendants in this Complaint, but who were employees/agents of Defendants Chevron Corp., CI and/or  
12 CUSA, such individuals at all relevant times acted on behalf of Chevron Corp., CI, and/or CUSA and  
13 within the scope of their respective employments.

#### 14 JURISDICTION AND VENUE

15 31. This Court has jurisdiction over all causes of action asserted herein pursuant to the  
16 California Constitution, Article XI, § 10, because this case is a cause not given by statute to other trial  
17 courts.

18 32. This Court has jurisdiction over Chevron Corp., CI, and CUSA because all of these  
19 defendants have corporate headquarters in California.

20 33. Venue is proper in this Court because Defendants sell, promote, do business, and have  
21 committed many of the wrongs in this Complaint in San Francisco County, and have received substantial  
22 compensation from the sales of their products in San Francisco County, and because a substantial  
23 portion of the events that give rise to Plaintiffs' Complaint occurred in San Francisco County.

#### 24 STATEMENT OF FACTS

25 34. The Niger Delta is located in southern Nigeria. Defendants Chevron Corp., CI and/or  
26 CUSA, through their agent CNL (collectively referred to hereafter as "Chevron"), are the operator of a  
27 joint project with the Nigerian government for petroleum extraction, development and export from the  
28 Niger Delta.

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

7           36.     Chevron hires Nigerian police and/or military (government security forces) to protect its  
8 installations in Nigeria. These police and/or military are recruited and trained by the Nigerian and local  
9 governments, but are paid for by Chevron and its agents at rates above those paid by the Nigerian and  
10 local governments. The police and/or military paid by Chevron remain accountable to Nigerian  
11 government security force command structures but work under the supervision of Chevron.

12           37.     Chevron participated in, requested, approved and/or ratified the decision to pay the  
13 Nigerian military and/or police to guard CNL facilities and for armed responses to unwanted contacts  
14 with such facilities by local citizens. Chevron took such action despite the fact that it knew or should  
15 have known of the Nigerian military and police's long history of committing serious human rights  
16 abuses in connection with oil and gas exploitation in Nigeria's Niger Delta region.

17           38.     Upon information and belief, Chevron paid the military and/or police who accompanied  
18 Chevron employees – using Chevron owned or leased helicopters and boats with pilots and other  
19 personnel paid directly and indirectly by Chevron – to carry out the attacks complained of herein. In  
20 addition, CNL personnel accompanied Nigerian military and/or police personnel on these attacks.

21           39.     Persons who were employed by, were agents of and/or were on assignment from Chevron  
22 recommended and approved the use of the military at Parabe, Opia and Ikenyan and approved the use by  
23 the military of Chevron helicopters and boats at Parabe, Opia and Ikenyan.

24           40.     Chevron's participation with the military and police has been part of a deliberate effort to  
25 silence the exercise of rights of free speech and association of Plaintiffs and other Nigerian citizens on  
26 several issues, including the environmental damage caused by Chevron's oil and gas production  
27 practices, and Chevron's failure adequately to provide jobs to the people in the communities near where  
28 Chevron produced oil and gas and despoiled the environment. Chevron's activities in the Niger Delta

1 have, among other things, eroded and destroyed agricultural land, forests and swamps and contaminated  
2 the local water supply thereby killing the fish and wildlife upon which the local economies have been  
3 based for centuries. Chevron has pumped oil and gas out of the Niger Delta and has caused  
4 environmental degradation without adequately compensating the people of that region or adequately  
5 providing alternative sources of livelihood.

6 **Parabe Incident, May 1998**

7 41. As to Plaintiff Bowoto, the communities in the area where his immediate and extended  
8 families traditionally reside organized peaceful opposition to the environmental destruction caused by  
9 Chevron's exploitation of the region's resources and to Chevron's failure to provide jobs, training,  
10 education or other compensation in exchange for Chevron's depletion of the natural resources in their  
11 region.

12 42. During the winter of 1997-1998, the community attempted several times to arrange  
13 meetings with Chevron representatives to discuss their concerns. Chevron refused to meet with them or  
14 even to respond to their requests.

15 43. On or about May 25, 1998, Plaintiff Larry Bowoto and approximately 100 others went to  
16 a Chevron offshore drilling facility, which was comprised of a barge and platform and referred to herein  
17 as the "Parabe platform," where they peacefully assembled and requested that Chevron officials meet  
18 with elders and chiefs from the Ilaje communities most impacted by Chevron oil production in Ilajeland  
19 to address Chevron's environmental practices and to request the allocation of additional jobs, training,  
20 and education in exchange for Chevron's depletion of their region's natural resources. Plaintiff and the  
21 others with him were unarmed when they arrived at the platform and remained unarmed throughout the  
22 incident.

23 44. Plaintiff and others stayed on the platform while peacefully awaiting a meeting between  
24 their elders and chiefs and Chevron officials which they were told was being arranged; during the  
25 waiting period, Chevron workers continued to operate the platform until told to cease operations by their  
26 own management. Hostages were not taken. Chevron workers were free to come and go from the  
27 platform. For instance, one Chevron employee who fell ill was taken away by helicopter without  
28 interference from the protesters. In addition, armed security guards and Nigerian military personnel

1 working for Chevron were on the platform at the time the protesters arrived and remained armed and on  
2 the platform throughout the time of the incident.

3 45. On May 27, 1998, a meeting was held with Chevron officials on-shore at one of the  
4 communities where some of the protesters lived. An agreement was reached among the Chevron  
5 representatives and the representatives of the protesters, including that there would be another meeting in  
6 the village on May 29, 1998, and that the protesters would leave the platform on May 28, 1998.  
7 Representatives of the protesters carried news of this agreement by boat to the platform on the evening  
8 of May 27, 1998. The protesters were told of the agreement and prepared to leave the following day.  
9 Leaders of the protesters and other protesters on the platform met with Chevron personnel and military  
10 on the platform and told them they would voluntarily be leaving the next day in accordance with the  
11 agreement reached in the community.

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

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

23 48. Three or four helicopters leased by Chevron were used in the attack. The head of security  
24 for CNL at CNL's Escravos facility, with Chevron Corp., CI, and/or CUSA's approval, knowledge  
25 and/or acquiescence, was in one of the helicopters. Upon arriving at the platform, one helicopter  
26 swooped down to the platform helipad. As the helicopter neared the landing pad, but was still in the air,  
27 individuals in the helicopter began firing their weapons. The individuals inside the helicopter then  
28 jumped from the helicopter to the pad and continued firing as they dispersed on the platform. Two

1 protesters were killed, including Arolika Irowarinun, and Plaintiff Larry Bowoto was seriously wounded  
2 by gunfire even though he was always unarmed. None of the protesters attempted to disarm the soldiers.

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

5 50. After the killings on the platform, the Nigerian military and/or police seized Bola Oyinbo  
6 and others. After seizing them, the Nigerian military and/or police held them in inhuman conditions,  
7 including holding them for a while on board the barge in a commercial container. The military and/or  
8 police also tortured Bola Oyinbo, who was hung by his wrists from a ceiling fan. After the killings on  
9 the platform, Chevron paid the military engaged in the attack on Parabe.

10 51. Plaintiffs are informed and believe and based upon such information and belief allege that  
11 their detention was at the direction of Chevron management and the chief of Chevron security. The  
12 torture of Bola Oyinbo, known to be one of the leaders of the protesters on the platform, was done by the  
13 Nigerian military and/or police at the urging, request or suggestion of Chevron, both in writing and  
14 verbally, in order to forcibly compel Mr. Oyinbo to confess to crimes that he had not committed during  
15 the protest.

#### 16 **Opia and Ikenyan Incidents, January 1999**

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

21 53. Plaintiffs are informed and believe that Chevron used company personnel to work with  
22 the military and/or police to plan a military-style assault with the intent to kill and seriously wound the  
23 unarmed citizens of Opia and Ikenyan and to intimidate them and frighten others who might seek to  
24 protest Chevron's activities in the area by destroying their communities. Chevron then provided  
25 helicopters and/or sea trucks (large boats), along with pilots and/or other crew members, to transport its  
26 own personnel (including security officials for Chevron) along with the Nigerian military and/or police  
27 to the communities of Opia and Ikenyan.

28 54. First, a Chevron-leased helicopter based at the Escravos military base, which is located

1 within the Chevron company facility at that location, under the direction of CNL security personnel,  
2 flew over the communities of Opia and Ikenyan, and after circling, opened fire on the citizens. The  
3 community members were unarmed and were not engaged in any formal or informal protest actions or  
4 any illegal activity at the time of the attack.

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

7 56. Near the community of Opia, the sea trucks encountered TIMI OKORU, who was fishing  
8 with several of her children in a small boat on the waterway. On information and belief (her body was  
9 never found), TIMI OKORU was killed in the attack on Opia.

10 57. A sea truck with a machine gun pulled up to the central waterfront area in Opia and  
11 opened fire on the villagers, injuring several. The soldiers disembarked from the remaining sea trucks  
12 and began shooting at the villagers. They then set fire to the homes of the villagers, destroying most  
13 homes in the village. Kekedu Lawuru and Shadrack Oloku were also killed at Opia.

14 58. The sea trucks also approached the neighboring community of Ikenyan. As they did in  
15 Opia, the soldiers on the sea trucks opened fire in the central area of the community. Chief Agbagbaidi  
16 Ikenyan, the chief of the community, was shot and killed by personnel in the Chevron-leased boats. The  
17 soldiers also killed Bright Pabulogba at Ikenyan. The soldiers and/or police then disembarked and  
18 continued firing at the community members, who were unarmed. The soldiers and/or police then set fire  
19 to the community, destroying most of the homes and other buildings of the community.

20 59. At both communities, the military, at the request of and with the participation and  
21 complicity of Chevron, killed and injured people, burned down homes, kitchen structures, community  
22 buildings, religious shrines and economic trees, and destroyed canoes and fishing equipment belonging  
23 to the villagers.

24 60. Plaintiffs are informed and believe and based upon such information and belief allege that  
25 prior to the attacks, Defendants planned the attack with the Nigerian military and/or police and then  
26 participated in the attack in order to deter both the attacked communities and neighboring communities  
27 from protesting Chevron environmental destruction and Chevron's failure adequately to compensate the  
28 people of the Niger Delta for taking oil and gas out of the region. Plaintiffs are informed and believe

1 that Defendants paid the soldiers who carried out the attacks for conducting these attacks.

2 **Loss of Property**

3 61. As a direct and proximate result of the acts alleged above, the Nigerian Plaintiffs suffered  
4 injuries to their businesses and property, as follows:

- 5 (a) As a result of the attack at Parabe and/or the physical injury that he sustained during the  
6 Parabe attack, Plaintiff Larry Bowoto suffered the loss of personal property, including his  
7 wedding ring, other jewelry, and clothing.
- 8 (b) As a result of the attack on Opia, Plaintiff Anthony Lawuru suffered the loss of personal  
9 property, including 2 houses; 2 fishing boats; a 25-horsepower Yamaha outboard engine  
10 used for his boat; 3 bundles of fishing nets with twine and lead, and 4 bundles of fishing  
11 lines and hooks; and household and personal items, such as clothes, a television, CD  
12 player, an electric generator, kitchen items and cooking utensils. Plaintiff Lawuru also  
13 lost money that he would have earned from fishing had the attacks not occurred.
- 14 (c) As a result of the attack on Opia, decedent Kekedu Lawuru lost 2 houses; a fishing boat  
15 with a 25-horsepower Yamaha outboard engine; a second boat with an 8-horsepower  
16 Yamaha outboard engine; 2 fishing canoes; fishing equipment including but not limited to  
17 approximately 6 bundles of fishing nets with twine and lead and 5 or 6 dozen hooks and  
18 lines; household items including furniture, a television monitor, a video player, a CD  
19 player, a radio, CDs and videos; a small electric generator; and other personal items.  
20 Kekedu Lawuru fished for income before the attack, and he and his family lost money  
21 after he died as a result of the attack on Opia.
- 22 (d) As a result of the attack on Ikenyan, Plaintiff Henry Pabulogba suffered the loss of 2  
23 houses; 2 boats (fishing canoes) and 2 boat engines (Yamaha 8-horsepower and 25-  
24 horsepower engines); an electric generator; a VCR player; a color television; a CD deck;  
25 a video deck; jewelry; 2 beds; clothing; kitchen items and cooking utensils; 10 bundles of  
26 fishing nets and lines; and Jere cans. Plaintiff Pabulogba lost money that he would have  
27 earned from fishing had the attacks not occurred.
- 28 (e) As a result of the attack on Ikenyan, decedent Bright Pabulogba lost 2 houses; 2 fishing

1 boats (canoes); 2 boat motors (Yamaha 8-horsepower and 25-horsepower engines); 6-10  
2 bundles of fishing nets and lines; an electric generator; jewelry; 2 beds; and various other  
3 household items. Bright Pabulogba fished for income before the attack, and he and his  
4 family lost money after he died as a result of the attack on Ikenyan.

5 (f) As a result of the attack on Ikenyan, plaintiff John Ikeyan suffered the loss of clothing,  
6 kitchen utensils and buckets. Plaintiff Ikeyan lost money that he would have earned from  
7 fishing had the attacks not occurred. Plaintiff Ikeyan also lost his inheritance – the money  
8 that his father, Agbagbaidi Ikenyan, was paid by Chevron and paid in harvest tax and  
9 fishing income.

10 (g) As a result of the attack on Ikenyan, decedent Agbagbaidi Ikenyan lost 4 personal houses;  
11 at least 10 “rental houses;” 4 bundles of fishing nets with twine and lead; 2 fishing  
12 canoes; 2 boat engines; fish; cash; and hunting equipment, consisting mostly of ropes that  
13 were used for setting traps. After Agbagbaidi Ikenyan’s death, which resulted from the  
14 attack, neither he nor his family received the money that Agbagbaidi had been paid from  
15 Chevron and in harvest tax and fishing income.

16 (h) As a result of the attack on Opia, Plaintiff Benson Edekou suffered the loss of 2 houses; 2  
17 fishing boats, one with a Yamaha eight-horsepower engine and one with a Yamaha 25-  
18 horsepower engine; 4 bundles of fishing nets with twine and lead; 5 bundles of  
19 hooks/lines; 310 Itulo (traps for crayfish); cooking equipment and utensils; household  
20 items, including chairs and tables; jewelry; cash and fish for sale. Plaintiff Edekou also  
21 lost money that he would have earned from his employer, Sedco Forex, which ceased  
22 operations in the area as a result of the attacks.

23 (i) As a result of the attack on Opia, decedent Timi Okoro lost 2 houses; 2 canoes; at least 8  
24 bundles of fishing nets; at least 9 bundles of hooks/lines; many fishing traps of different  
25 sizes; cooking utensils; jewelry; household items, including chairs and tables; money  
26 from the sale of fish; and trade goods. Timi Okoro had been a trader of goods and lost  
27 income after her death.

28 62. The injuries suffered by each Plaintiff and their decedents were reasonably foreseeable or

1 anticipated by the Defendants as the natural consequence of Defendants' acts.

### 2 **Chevron's Cover-Up Campaign**

3 63. Starting on or before May 28, 1998 and continuing to the present day, Chevron has  
4 engaged in a public campaign to cover up its complicity in the events at Parabe and Opia/Ikenyan and to  
5 malign the Nigerian Plaintiffs. Specifically, Chevron has made knowingly, recklessly, and/or  
6 negligently false and/or misleading statements in public about what happened at Parabe and  
7 Opia/Ikenyan. Chevron's purpose in making such statements is to maintain sales of their products in  
8 California and around the world.

9 64. Such statements have appeared in various media including, but not limited to, newspaper  
10 articles, radio broadcasts, and Chevron's corporate website, which can be found at [www.chevron.com](http://www.chevron.com).

11 65. Such statements have appeared in media in Nigeria, California, and around the world.

12 66. Broadly speaking, Chevron made at least eight types of false and/or misleading  
13 statements relating to the events at Parabe and Opia/Ikenyan:

14 (a) Category 1: The protesters on the Parabe platform were armed.

15 (b) Category 2: The protesters on the Parabe platform refused to permit Chevron to evacuate  
16 Chevron employees on the platform who required medical attention.

17 (c) Category 3: Chevron played no role in calling in the Nigerian military and/or police to  
18 Parabe and/or Chevron was required by law, regulation or agreement with the Nigerian government to  
19 call in the military and/or police.

20 (d) Category 4: Chevron provided no material support for the attack on Parabe and/or did not  
21 pay the Nigerian soldiers involved in the attack.

22 (e) Category 5: The occupants of the Parabe platform demanded ransom, took hostages and  
23 sought to extort money from Defendants.

24 (f) Category 6: The occupants of the Parabe platform provoked the violence by threatening  
25 or attacking the soldiers and/or attempting to seize their weapons.

26 (g) Category 7: Chevron had no involvement in the attacks on Opia and Ikenyan and no  
27 Chevron equipment was used in the attacks on Opia and Ikenyan.

28 (h) Category 8: The villagers at Opia and Ikenyan demanded ransom and sought to extort

1 money from Chevron.

2 67. With respect to Category 1 statements, commencing shortly after the Parabe incident and  
3 continuing repeatedly thereafter, Chevron made statements about whether the protesters were armed on  
4 the Parabe platform. For example, a November 19, 1998 *San Francisco Chronicle* article reports Tom  
5 Schull, Chevron's general assets manager in Nigeria, as stating that "the protesters carried 'machetes,  
6 clubs and knives.'" (Ex. 1.) Chevron again stated that the protesters carried "machetes, knives and  
7 clubs" in a November 20, 1998 press statement, which was circulated in California (Ex. 2); in a  
8 November 23, 1998 letter to the editor of the *San Francisco Chronicle* from George Kirkland, CNL's  
9 Managing Director, (Ex. 3); in a December 3, 1998 letter to the editor of the *San Francisco Bay*  
10 *Guardian* from Mr. Kirkland, (Ex. 4); and in a February 23, 1999 statement entitled "Human Rights  
11 Watch Report - Chevron's Position" released to the media under the name of Sola Omole, CNL's  
12 General Manager of Public Affairs (Ex. 5).

13 68. In a May 28, 1999 *Wall Street Journal* article, circulated in California, Fred Gorell, a  
14 Chevron spokesperson, responded to allegations in a related lawsuit filed in federal court by Plaintiffs in  
15 this action. Mr. Gorell stated: "Contrary to the suit's allegations, [the protesters] were armed with  
16 machetes, knives and clubs . . . ." (Ex. 6.)

17 69. Chevron's website continued as of the date of the initial Complaint in this case to state  
18 that the Parabe protesters were armed with machetes, knives and clubs. *Previously at:*  
19 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>. The statement has  
20 since been removed; however, it can still be viewed at the Internet Archive: *See*  
21 [http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria\\_pabe/statement.shtml](http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria_pabe/statement.shtml).

23 70. With respect to Category 2 statements, commencing shortly after the Parabe incident and  
24 continuing repeatedly thereafter, Chevron stated that the protesters on the Parabe platform refused to  
25 permit Chevron to evacuate Chevron employees on the platform who required medical attention. For  
26 example, in a November 20, 1998 press statement regarding Parabe, which was circulated in California,  
27 Chevron stated: "During the siege, some employees fell ill and were denied access to medical  
28 treatment." (Ex. 2.) In a November 23, 1998 letter to the editor of the *San Francisco Chronicle* from

1 George Kirkland, CNL's Managing Director, Mr. Kirkland stated that Chevron notified Nigerian law  
2 enforcement because Chevron was "[c]oncerned about the well being and even the lives of the hostages,  
3 some of whom needed medical assistance." (Ex. 3.) Mr. Kirkland made the same statement in a  
4 December 3, 1998 letter to the editor of the *San Francisco Bay Guardian*. (Ex. 4.) A February 23, 1999  
5 statement entitled "Human Rights Watch Report - Chevron's Position" released to the media under the  
6 name of Sola Omole, CNL's General Manager of Public Affairs, stated that the protesters "refused to  
7 allow helicopters to land to evacuate some of the hostages who had fallen ill." (Ex. 5.)

8 71. Chevron's website continued as of the date of the filing of the initial Complaint to state  
9 that "During the siege, some employees fell ill and were denied access to medical treatment."  
10 *Previously at:* <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>. The  
11 statement has since been removed; however, it can still be viewed at the Internet Archive: *See*  
12 [http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria\\_para](http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria_para)  
13 [be/statement.shtml](http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria_para).

14 72. With respect to Category 3 statements, commencing shortly after the Parabe incident and  
15 continuing repeatedly thereafter, Chevron stated that it played no role in calling in the Nigerian military  
16 and/or police to Parabe and/or it was required by law, regulation or agreement with the Nigerian  
17 government to call in the military and/or police. For example, in an August 4, 1998 article in the  
18 Nigerian newspaper, *The Guardian*, George Kirkland, CNL's Managing Director, gave the false  
19 impression that Chevron had no control over the decision to call in the military when he stated that after  
20 the protesters boarded the platform, "federal law enforcement agents moved into the facilities to take  
21 control of the situation and ensure an orderly withdrawal of the youths." (Ex. 7.) On September 30,  
22 1998, Mike Libbey, Chevron Corp.'s Manager of Media Relations, stated during a radio broadcast on  
23 KPFA-FM in Berkeley, California, that after the protesters boarded the Parabe platform, "By regulation,  
24 we reported the threat to security on our platform to the Nigerian law enforcement officials. They came  
25 to our site and directed us to provide them transportation to the platform, and we complied with that  
26 direction." (Ex. 8.) Mr. Libbey went on to state that because the Nigerian government owns sixty  
27 percent of the joint venture, "When [the military] came to us and said 'Take us to that project,' we had  
28 obviously no choice but to comply." (Ex. 8.) In addition, an October 12, 1998 *Reuters News Service*

1 article, which was circulated in California, states that Chevron denied “that it had any control over the  
2 decision to send in the naval officers and the notorious ‘mobile police,’ both with reputations for  
3 brutality.” (Ex. 9.)

4 73. In addition, on or about November 17, 1998, Chevron developed “Talking Points” to use  
5 in the media. (Ex. 10.) On information and belief, these Talking Points were used in the media in  
6 California and elsewhere by various Chevron personnel, including Tom Schull, CNL’s general assets  
7 manager. One of these talking points states: “When law enforcement officials made the determination to  
8 intervene, the helicopter contractor Chevron uses to transport people and supplies to our off shore  
9 facilities was contacted and asked to provide transportation to the Parabe platform.” Another talking  
10 point states that Chevron used the “notorious Mobile Police” because it was “required to notify the  
11 Nigerian authorities of an incident of this nature. It then becomes a matter for the law enforcement  
12 agencies alone to decide how and if they will respond.” Another talking point states that CNL’s  
13 “security man” was on one of the helicopters that attacked Parabe not as “part of the law enforcement  
14 action” but solely to “look after the Chevron personnel who were being held hostage.” (Ex. 10.)

15 74. Further examples of Category 3 statements include a November 20, 1998 press statement,  
16 which was circulated in California, in which Chevron stated that after they “called law enforcement to  
17 ensure the safety of the hostages,” the “law enforcement officials directed Chevron to transport them to  
18 the platform.” (Ex. 2.) In a November 23, 1998 letter to the editor of the *San Francisco Chronicle* from  
19 George Kirkland, CNL’s Managing Director, Mr. Kirkland stated that Chevron was required by the  
20 “Government of Nigeria” to notify law enforcement officers of the Parabe protest. (Ex. 3.) Mr.  
21 Kirkland made the same statement in a December 3, 1998 letter to the editor of the *San Francisco Bay*  
22 *Guardian*. (Ex. 4.)

23 75. In a different twist on why Chevron helicopters and pilots were used to attack Parabe,  
24 Chevron stated in a November 19, 1998 *San Francisco Chronicle* article that it brought the soldiers to  
25 Parabe in its helicopters because “only its pilots had the skills to land on the helipad” on the platform.  
26 (Ex. 1.) Similarly, on March 17, 1999, Joseph Lorenz, head of CI and/or CUSA’s International  
27 Relations Group in San Ramon, California, authorized Chevron employee Jonathan Lifa to send a  
28 Portugese translation of a prepared statement to a radio station in Angola. (Ex. 11.) The statement

1 included language that “Because Nigerian law enforcement officials lacked helicopter transportation and  
2 the expertise to land on offshore platforms, Joint Venture helicopters were used to transport officers to  
3 the facility.” The March 17, 1999 statement also stated that Chevron “reported the [Parabe] matter to  
4 local state government officials” because it was required to do so “by Nigerian regulations.”

5 76. Chevron made additional Category 3 statements on February 24, 1999, when Mike  
6 Libbey, Chevron Corp.’s head of Corporate Media Relations, stated during a radio interview on KPFA-  
7 FM in Berkeley, California, that Chevron had no involvement with the military in Nigeria when the  
8 Nigerian military and/or police attacked the protesters on the Parabe platform. (Ex. 12.)

9 77. On or about March 18, 1999, Chevron changed the language on its website,  
10 [www.chevron.com](http://www.chevron.com), regarding the Parabe incident in response to criticism from a Chevron employee  
11 named Jeffrey Moore. Mr. Moore pointed out that the website contained the following statement  
12 regarding the incidents at Opia and Ikenyan: “It has been inaccurately reported that Chevron helicopters  
13 were used during the alleged incidents involving the communities of Opia and Ikenyan. Chevron does  
14 not own helicopters or boats. . . . Chevron has no involvement whatsoever in this activity.” Mr. Moore  
15 then pointed out that the website contained the following statement regarding Parabe: “Later that day  
16 (May 28), law enforcement officials directed Chevron to transport them to the platform. When they  
17 arrived on the platform, the law officers announced their intention to evacuate the platform without  
18 arresting anyone.” (Ex. 13.) Mr. Moore then stated: “If I were a reporter reading the second passage  
19 [the Parabe passage], I would think Chevron does own and operate helicopters in Nigeria and that  
20 Chevron transports government officials/police whenever they are directed.” (Ex. 13.)

21 78. In response to this criticism, Fred Gorell, a Chevron public relations employee, received  
22 authorization from Joseph Lorenz, head of CI and/or CUSA’s International Relations Group in San  
23 Ramon to change the statement on the website regarding Parabe to the following: “Because Nigerian law  
24 enforcement officials lacked helicopter transportation and the expertise to land on offshore platforms,  
25 law enforcement officials required that the Joint Venture provide helicopters to transport officers to the  
26 facility.” (Ex. 14.) This Category 3 statement still appeared on Chevron’s website as of the date of the  
27 filing of the initial Complaint at  
28 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>. The statement has

1 since been removed; however, it can still be viewed at the Internet Archive: *See*  
2 [http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria\\_parabe/statement.shtml](http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria_parabe/statement.shtml).  
3

4 79. With respect to Category 4 statements, commencing shortly after the Parabe incident and  
5 continuing repeatedly thereafter, Chevron stated that it provided no material support for the attack on  
6 Parabe and/or did not pay the Nigerian soldiers involved in the attack. For example, in a September 30,  
7 1998 radio interview on KPFA-FM in Berkeley, California, Mike Libbey, Chevron Corp.'s Manager of  
8 Media Relations, stated: "We do not employ the military," and it is "not a factual statement" to say that  
9 Chevron paid the military who went to the Parabe platform. (Ex. 8.) In an October 12, 1998 *Reuters*  
10 *News Service* article, which was circulated in California, Mr. Libbey responded to allegations that  
11 Chevron paid the military and/or police who shot the protesters on Parabe by saying: "We categorically  
12 deny we paid a dime to any law enforcement representative. As a matter of Chevron corporate policy,  
13 we would not pay any law enforcement agency representative." (Ex. 9.) In a November 23, 1998 letter  
14 to the editor of the *San Francisco Chronicle* and again in a December 3, 1998 letter to the editor of the  
15 *San Francisco Bay Guardian*, George Kirkland, CNL's Managing Director, stated that Chevron did not  
16 "pay any group to secure the hostages' release." (Exs. 3, 4.)

17 80. With respect to Category 5 statements, commencing shortly after the Parabe incident and  
18 continuing repeatedly thereafter, Chevron stated that the occupants of the Parabe platform demanded  
19 ransom, took hostages and sought to extort money from Defendants. For example, in a November 20,  
20 1998 press statement, which was circulated in California, Chevron stated that the protesters took the  
21 platform employees hostage and "demanded ransom and other payments from Chevron management."  
22 (Ex. 2.) A February 23, 1999 statement entitled "Human Rights Watch Report - Chevron's Position"  
23 released to the media and circulated in California under the name of Sola Omole, CNL's General  
24 Manager of Public Affairs, stated that the protesters "demanded additional employment and ransom from  
25 Chevron." (Ex. 5.) This statement was quoted in a March 4, 1999 article in *Punch*, a Nigerian  
26 newspaper. (Ex. 15.) In the March 17, 1999 statement that Chevron sent to a radio station in Angola,  
27 Chevron stated that the protesters "demanded ransom, payment of expenses, and jobs in exchange for the  
28 release of approximately 200 Chevron employees and contractors held hostage." (Ex. 11.)

1           81.     Chevron's website continued as of the date of the filing of the initial Complaint in this  
2 case to state that the Parabe protesters "demanded ransom and other payments from Chevron  
3 management." *Previously at:*  
4 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>. The statement has  
5 since been removed; however, it can still be viewed at the Internet Archive: *See*  
6 [http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria\\_parabe/statement.shtml](http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria_parabe/statement.shtml).

8           82.     With respect to Category 6 statements, commencing shortly after the Parabe incident and  
9 continuing repeatedly thereafter, Chevron stated that the occupants of the Parabe platform provoked the  
10 violence by threatening or attacking the soldiers and/or attempting to seize their weapons. For example,  
11 in a May 28, 1998 news wire story, a Chevron spokeswoman is reported as stating that "shots were fired  
12 after the protesters attacked the police." (Ex. 16.) In an October 12, 1998 *Reuters News Service* article,  
13 circulated in California, Mike Libbey, Chevron Corp.'s Manager of Media Relations, stated that "When  
14 the police arrived . . . the description of what happened is that protesters instigated a melee by throwing  
15 everything they could get their hands on. Police fired teargas; in the confusion, protesters grabbed a gun  
16 from police and then the shooting started." (Ex. 9.) A November 19, 1998 *San Francisco Chronicle*  
17 article quoted CNL's Managing Director, George Kirkland, as stating that "some of the youths attacked  
18 the officers and attempted to disarm one of them. In the ensuing scuffle, two of the youths, regrettably,  
19 died, while another was injured." (Ex. 1.) In a November 23, 1998 letter to the editor of the *San*  
20 *Francisco Chronicle*, Mr. Kirkland stated that "two lives were lost at Parabe only after hostage takers  
21 tried to seize a gun from a law enforcement officer." (Ex. 3.)

22           83.     Chevron's Category 6 statements also appeared in a February 23, 1999 statement entitled  
23 "Human Rights Watch Report - Chevron's Position" released to the media under the name of Sola  
24 Omole, CNL's General Manager of Public Affairs (Ex. 5) ("One of those holding the hostages . . .  
25 attempted to seize a weapon from one of the officers, leading to a scuffle . . ."), and in a March 4, 1999  
26 article in *Punch*, a Nigerian newspaper (Ex. 15.) In addition, in the March 17, 1999 statement that  
27 Chevron sent to a radio station in Angola, Chevron stated that "In the process of rescuing the hostages,  
28 law enforcement officials were attacked by [the protesters]. In the scuffle, two men died from gunshot

1 wounds and one was injured.” (Ex. 11)

2 84. Chevron’s website continued as of the date of the filing of the initial Complaint to state  
3 that when law enforcement arrived on the platform, “[a] protester attempted to seize a weapon of one of  
4 the officers, leading to a scuffle, during which two of the kidnappers died of gunshot wounds and  
5 another was injured.” *Previously at*

6 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>. The statement has  
7 since been removed; however, it can still be viewed at the Internet Archive: *See*

8 [http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria\\_para](http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria_para)  
9 [be/statement.shtml](http://web.archive.org/web/20020603060848/http://www.chevron.com/about/currentissues/nigeria_para).

10 85. With respect to Category 7 statements, commencing shortly after the Opia and Ikenyan  
11 incidents and continuing repeatedly thereafter, Chevron stated that Chevron had no involvement in the  
12 attacks on Opia and Ikenyan and that no Chevron equipment was used in the attacks on Opia and  
13 Ikenyan. Specifically, Chevron used the following false and/or misleading story over and over again in  
14 the media: “It has been inaccurately reported that Chevron helicopters were used during alleged  
15 incidents involving the communities of Opia and Ikenyan. Chevron does not own helicopters or boats.  
16 The company operates a joint venture partnership with the Nigerian National Petroleum Company, a  
17 wholly owned Nigerian Government company, which has a 60-percent majority interest in the Joint  
18 Venture. The Joint Venture leases helicopters and boats for exploration and production operations. As  
19 the majority partner, the government has the right to and does on occasion make use of the joint  
20 venture’s leased equipment for purposes they deem necessary. Chevron has no involvement whatsoever  
21 in this activity.” This statement first appeared on or about February 2, 1999 on Chevron’s website, and  
22 was removed by April 19, 2003; however, it can still be viewed at the Internet Archive: *See*  
23 [http://web.archive.org/web/20011117163142/http://www.chevron.com/about/currentissues/nigeria\\_para](http://web.archive.org/web/20011117163142/http://www.chevron.com/about/currentissues/nigeria_para)  
24 [be/commitment.shtml](http://web.archive.org/web/20011117163142/http://www.chevron.com/about/currentissues/nigeria_para). Chevron continues at present to make false statements in the media regarding its  
25 involvement in the attacks on Opia and Ikenyan. (Exs. 17, 18, 19.)

26 86. Chevron disseminated a variation of the above-quoted statement in a February 23, 1999  
27 statement entitled “Human Rights Watch Report - Chevron’s Position” released to the media and  
28 circulated in California under the name of Sola Omole, CNL’s General Manager of Public Affairs. (Ex.

1 5.)

2 87. A February 23, 1999 *Reuters* article, which was circulated in California, quotes a  
3 Chevron spokeswoman as saying: “We do not own any helicopters, we do not own any boats over there.  
4 They are contracted to do work for us.” The spokeswoman “add[ed] that Chevron was the minority  
5 partner with a 40 percent stake in its joint venture with the state-owned Nigerian National Petroleum Co.  
6 (NNPC), which owns 60 percent. ‘So, obviously, as a majority partner, the government has a right to  
7 use the lease agreements,’ the spokeswoman said.” (Ex. 20.) Similarly, in a February 24, 1999 *Los*  
8 *Angeles Times* article, Chevron spokesperson Fred Gorell is quoted as saying that “Chevron owns no  
9 helicopters or boats in Nigeria. . . . That equipment is owned by a joint venture with the Nigerian  
10 government in which Chevron is the minority partner. . . . Chevron is not consulted about the use of such  
11 equipment.” The article then quotes Gorell as saying, “The bottom line of it all is Chevron has not been  
12 involved or connected to any internal police activities in Nigeria.” (Ex. 21.)

13 88. Also on February 24, 1999, Mike Libbey, Chevron Corp.’s head of Corporate Media  
14 Relations in New York, stated during a radio interview on KPFA-FM in Berkeley, California, in  
15 response to a question about Chevron’s involvement in the attack on Opia and Ikenyan, that “Chevron  
16 has no involvement in, or connection to, any internal police activities in Nigeria. And any suggestion to  
17 the contrary is based on misinformation.” (Ex. 12.) On March 1, 1999, Chevron sent out a statement to  
18 foreign journalists and to Nigerian newspapers. On information and belief, the statement sent out to  
19 foreign journalists and Nigerian newspapers on March 1, 1999 was the document entitled “Human  
20 Rights Watch Report - Chevron’s Position” released to the media and circulated in California under the  
21 name of Sola Omole, CNL’s General Manager of Public Affairs. (Ex. 5.) On March 4, 1999, an article  
22 in *Punch*, a Nigerian newspaper, repeated Chevron’s denial about its involvement in the events at Opia  
23 and Ikenyan. (Ex. 15.)

24 89. The March 17, 1999 statement that Mr. Lorenz authorized Chevron employee Jonathan  
25 Lifa to send to a radio station in Angola also includes the Category 7 statement quoted above in  
26 paragraph 84. (Ex. 11.)

27 90. With respect to Category 8 statements, commencing shortly after the Opia and Ikenyan  
28 incidents and continuing repeatedly thereafter, Chevron stated that the villagers at Opia and Ikenyan

1 demanded ransom and sought to extort money from Chevron. For example, a February 23, 1999  
2 statement entitled "Human Rights Watch Report - Chevron's Position," released to the media and  
3 circulated in California under the name of Sola Omole, CNL's General Manager of Public Affairs, stated  
4 that "[o]n January 3, 1999, a group of Ijaw youths from the fishing camps of Opia and Ikenya  
5 approached the military security guarding the Searex 4 rig and attempted to extort money by threatening  
6 to vandalise the rig." (Ex. 5.) This statement was reported in a March 3, 1999 article in *Punch*, a  
7 Nigerian newspaper (Ex. 15), and was also a part of the March 17, 1999 statement that Mr. Lorenz  
8 authorized Chevron employee Jonathan Lifa to send to a radio station in Angola. (Ex. 11.)

### 9 GENERAL ALLEGATIONS

10 91. At all times relevant hereto, the Nigerian military and/or police were acting in concert and  
11 conspiracy with, at the request of and/or for the benefit of Chevron, and were acting as Defendants'  
12 agent. The acts of conspiracy between and among Chevron and the Nigerian military and/or police  
13 include, but are not limited to, the following:

- 14 (a) the use of Chevron owned or leased equipment, along with pilots, shipmates and/or crew  
15 paid for by Chevron, to transport military and/or police involved in the human rights  
16 violations set forth above;
- 17 (b) the assistance and cooperation provided the military and/or police by Chevron enabling  
18 the former to commit the human rights violations described above;
- 19 (c) the provision of intelligence and other information by Chevron to the Nigerian military  
20 and/or police;
- 21 (d) the participation of Chevron employees in the planning and coordination of "security  
22 operations," including raids and terror campaigns conducted in the Niger Delta, through  
23 regular meetings between Defendant Chevron, its agents, co-conspirators, and officials of  
24 the local security forces;
- 25 (e) payments by Chevron to the military and/or police to provide security to Chevron  
26 facilities;
- 27 (f) payments by Chevron to the specific military officers who conducted the military attacks;
- 28 (g) the purchase of and provision of ammunition and/or other military tools and equipment

1 used in the attacks;

2 (h) the housing of the military and/or police within Chevron's Escravos facility;

3 (i) the targeting of communities that protested Chevron's practices in the Niger Delta.

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

8 93. In doing the things herein alleged, defendants acted willfully and in a wanton, malicious  
9 and oppressive manner, with the intent to cause injuries to the Plaintiffs. Defendants are therefore guilty  
10 of malice and/or oppression in conscious disregard of Plaintiffs' rights.

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

16 95. Chevron Corp., CI and/or CUSA ratified the attacks at Parabe, Opia and Ikenyan by  
17 authorizing payment to the military and/or police for those attacks and by continuing to rely on the  
18 military and/or police for security after the attacks.

19 96. Chevron Corp., CI, CUSA and CNL aided and abetted and/or ratified the attacks on  
20 Parabe, Opia and Ikenyan by, *inter alia*, knowingly providing substantial assistance and/or  
21 encouragement to the military and/or police that perpetrated the attacks, and by conducting a knowingly  
22 false publicity campaign designed to deflect international criticism of the military and/or police and of  
23 Chevron for their respective roles in the attacks. Moreover, in staking their international reputation on  
24 and devoting its considerable resources and authority to obscuring the truth about Parabe, Chevron  
25 Corp., CI, CUSA, and CNL provided substantial encouragement to the military and/or police to commit  
26 further abuses, including those at Opia and Ikenyan, for CI, CUSA and/or Chevron Corp.'s benefit, by  
27 demonstrating that CI, CUSA and/or Chevron Corp. would stand by the military and/or police in the  
28 court of public opinion if it committed such further abuses.

1 97. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, the  
2 Nigerian Plaintiffs have suffered and will continue to suffer harm, including property damage, pain and  
3 suffering, and extreme and severe mental anguish and emotional distress as well as harm to their  
4 business activities.

5 98. The participation of Defendants in murder, threats, battery, assault, summary execution,  
6 crimes against humanity, torture, cruel, inhuman or degrading treatment, arbitrary arrest and detention,  
7 and violation of the rights to life, liberty and security of person and peaceful assembly and association  
8 violates California common law, Nigerian law and customary international law as reflected in:

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

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

### 22 CLASS ACTION ALLEGATIONS

23 100. This action alleges two distinct claims based on Business and Professions Code § 17200  
24 *et seq.* The first § 17200 claim alleges that Defendants engaged and will continue to engage in unfair  
25 competition by producing oil and gas through the perpetration of human rights abuses alleged herein  
26 against the Nigerian Plaintiffs and other members of their communities. The second § 17200 claim  
27 alleges that Defendants engaged and will continue to engage in unfair competition by lying to and  
28 misleading the public about the events described herein and their role in those events.

1           101. The Nigerian Plaintiffs bring both § 17200 claims on behalf of themselves and a class of  
2 all others similarly situated in the Niger Delta who have suffered or will suffer a loss of money or  
3 property based on Chevron's ongoing use of the Nigerian military and/or police for security at Chevron's  
4 operations in the Niger Delta and a class of all others similarly situated in the Niger Delta and California  
5 who have suffered or will suffer some loss of money or property as a result of Chevron's public relations  
6 campaign regarding the events that occurred at the Parabe oil platform in May 1998, the villages of Opia  
7 and Ikenyan in January 1999, Chevron's involvement in those events and/or Chevron's ongoing use of  
8 the Nigerian military and/or police for protection of Chevron's operations in the Niger Delta. The  
9 California Plaintiffs also bring both § 17200 claims on behalf of themselves and a class of all others  
10 similarly situated in California who have suffered or will suffer some loss of money or property as a  
11 result of Chevron's public relations campaign regarding the events that occurred at the Parabe oil  
12 platform in May 1998, the villages of Opia and Ikenyan in January 1999, Chevron's involvement in those  
13 events and/or Chevron's ongoing use of the Nigerian military and/or police for protection of Chevron's  
14 operations in the Niger Delta.

15           102. The exact number of class members in the Nigerian class is unknown, but it is estimated  
16 that the class includes tens of thousands of people. The Nigerian class is so numerous that the joinder of  
17 individual members is impracticable. The exact number of class members in the California class is  
18 unknown, but it is estimated that the class includes hundreds of thousands, if not millions of people.  
19 This class is so numerous that the joinder of individual members is impracticable.

20           103. Members of both classes present a common set of facts and circumstances and common  
21 questions of law.

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

23           (a) whether Defendants, their agents, co-conspirators and/or co-venturers committed,  
24 participated in, aided and abetted and/or ratified human rights abuses at Parabe, Opia and Ikenyan in  
25 furtherance of their oil and gas related projects in Nigeria;

26           (b) whether Defendants engaged in an unfair business practice by marketing products in  
27 California the production costs of which were kept low through the use of human rights abuses in  
28 Nigeria;

1 (c) whether Chevron engaged in a knowingly, recklessly and/or negligently false and/or  
2 misleading publicity campaign to malign the Nigerian Plaintiffs, hide the truth about what actually  
3 happened at Parabe, Opia and Ikenyan and/or cover up their complicity in the human rights violations  
4 alleged herein and thereby to maintain and defend sales of their products in California; and

5 (d) whether Chevron's practices of lying to and/or misleading consumers about the  
6 circumstances under which its product is produced constitutes an unfair business practice within the  
7 meaning of Business and Professions Code § 17200.

8 105. The claims of the Nigerian Plaintiffs and the California Plaintiffs are typical of the claims  
9 of both classes.

10 106. The Nigerian Plaintiffs and the California Plaintiffs are able to, and will, fairly and  
11 adequately protect the interests of both classes.

12 107. Plaintiffs' attorneys are experienced in human rights litigation and in class action  
13 litigation and will fairly and adequately represent the interests of each class.

14 108. This action is properly maintained as a class action because (a) the prosecution of  
15 separate actions by individual class members would create a risk of adjudications that would as a  
16 practical matter be dispositive of the interests of the other members or would substantially impair or  
17 impede their ability to protect their interests, and/or (b) defendants have acted and continue to act on  
18 grounds generally applicable to the class, making final injunctive and declaratory relief appropriate.

19 **Allegations of Equitable Tolling and/or Fraudulent Concealment**

20 109. The Nigerian Plaintiffs first asserted their UCL claims by filing an action against Chevron  
21 Corp. and Moes 1-500, in federal court on May 27, 1999, thus tolling the statute of limitations on all  
22 claims alleged under federal and state law. On or about June 28, 2002, the Nigerian Plaintiffs  
23 successfully moved for leave to file a Fourth Amended Complaint seeking, *inter alia*, to Plaintiffs'  
24 claims to include a UCL claim challenging defendants' media campaign based on the theory recognized  
25 by the California Supreme Court in *Kasky v. Nike, Inc.*, 27 Cal.4th 939 (2002). All defendants,  
26 including CUSA, had actual and/or constructive notice of the pendency of these UCL claims in the  
27 federal action. On January 20, 2003, the federal court granted defendants' motion to dismiss these UCL  
28 claims on the ground that plaintiffs lacked standing under federal law to assert such claims in federal

1 court. Under 28 U.S.C. § 1367(d), the statute of limitations on these claims was tolled for 30 days after  
2 the date of dismissal to allow for the refiling of plaintiffs' claims in state court, which they did on  
3 February 20, 2003. Thus, the limitations period for plaintiffs' UCL claims was equitably tolled from  
4 May 27, 1999 through February 20, 2003, because of their reasonable pursuit of these claims in their  
5 parallel federal action.

6 110. In addition to the equitable tolling alleged above, plaintiffs allege that any applicable  
7 limitations and/or service periods have been tolled under the doctrine of fraudulent concealment for a  
8 period of more than three years because of the affirmative misrepresentations made by Chevron Corp.,  
9 CI, and CUSA about the involvement of CUSA in overseeing and controlling the operations of CNL.  
10 Because of the identity of interests between and among Chevron Corp., Chevron Investments, and  
11 CUSA, any misrepresentations by Chevron Corp. and CI are attributable to all three Chevron entities,  
12 including CUSA. Thus, CUSA should be equitably estopped from asserting a statute of limitations  
13 defense in this action, based on its fraudulent concealment of the facts showing its involvement in and  
14 control over CNL's oil operations in Nigeria.

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

27 112. After the federal court permitted plaintiffs to engage in such discovery, beginning on or  
28 before May 21, 2001, and continuing up through at least September 29, 2005, Chevron Corp. and CI, in

1 coordination with CUSA, provided verified interrogatory answers and documents, deposition testimony  
2 by their corporate representatives, testimony and declarations from high-level Chevron managers,  
3 directors and officers, and other representations to the court and to plaintiffs in the federal case that it  
4 was Chevron Corp. and CI, not CUSA, who controlled the placement of high-level CNL employees and  
5 who employed and directed a cadre of U.S.-based employees who managed, supervised and controlled  
6 the activities of CNL in key areas such as drilling and production, finances and compliance with  
7 spending laws such as the Foreign Corrupt Practices Act, public affairs, and security. These  
8 representations include, but are not limited to, the following:

- 9 (a) Verified May 21, 2001 interrogatory answers indicating that CUSA had no  
10 ownership interest in CNL, that it provided only payroll services to CNL “by  
11 agreement with COPI,” that certain CUSA employees worked in COPI’s Finance  
12 Department on FCPA compliance review “by agreement with COPI,” and that  
13 CUSA was not involved in the day-to-day operations of CNL; these interrogatory  
14 answers were verified by Hilman P. Walker, who was not only Assistant Secretary  
15 of Chevron Corp. but also Vice President for CUSA at the time he signed the  
16 verification;
- 17 (b) Verified December 7, 2001 interrogatory answers identifying key public affairs,  
18 security, and management personnel who were working with and overseeing CNL  
19 operations as COPI employees;
- 20 (c) Verified February 28, 2002 interrogatory answers identifying a series of  
21 individuals as high level COPI managers and officers;
- 22 (d) Deposition testimony from January, 2002 to January, 2003 from COPI President  
23 Richard Matzke, key CNL managers, and corporate designees for COPI, who  
24 identified key U.S.-based Chevron personnel involved in oversight of CNL  
25 operations as COPI employees and managers and who described the involvement  
26 and control exercised by COPI and Chevron Corp. managers and officers over the  
27 career paths and work assignments of upper level CNL managers and others  
28 working in defendants’ foreign subsidiaries;

- 1 (e) January 31, 2003 interrogatory answers stating that several key public affairs  
2 personnel “on behalf of COPI, had responsibilities that included monitoring  
3 political and economic events in Nigeria as well as other African countries from  
4 January 1, 1996 through October 9, 2001”;
- 5 (f) February, 2003 declarations submitted in support of defendants’ motion for  
6 summary judgment indicating that high-level CNL managers had served as COPI  
7 managers before or after their assignments to CNL and, in one instance, that the  
8 declarant had acted as a COPI sponsor whose job it was to identify employees  
9 who could fill open positions in COPI and its subsidiaries (such as CNL).
- 10 (g) May 2, 2003 papers filed in support of defendants’ summary judgment motion  
11 indicating that various key U.S.-based Chevron managers who supervised CNL  
12 operations worked for COPI; and
- 13 (h) May 26, 2005 interrogatory answers which responded to a question about the  
14 organizational relationship of the Nigerian Strategic Business Unit in San Ramon  
15 to “other Chevron Entities from 1994 through 2000,” by referring to an  
16 organizational chart of COPI which shows the Strategic Business Units, including  
17 the Nigerian and the New Ventures Unit, all reporting to the President of COPI.

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

1 liability as alleged against the named defendants, and/or that it was engaged in the business practices  
2 challenged herein. As a result, plaintiffs did not name CUSA as one of the defendants in this action  
3 when it was commenced in February, 2003.

4 114. On May 27, 2005, plaintiffs served deposition notices on Chevron Corp. and CI in the  
5 federal action, seeking testimony from corporate designees about various topics addressing corporate  
6 structure and operations. It was not until September 28, 2005, when defendants produced their first  
7 corporate designee to testify. Beginning on or about September 28 and 29, 2005, Chevron Corp., CI and  
8 CUSA contradicted more than 3 years of discovery responses, sworn testimony and representations to  
9 the federal and plaintiffs by having their corporate designee testify under oath, *inter alia*: that the parent  
10 that was once called COPI, now called Chevron Investments, was a holding company that provided no  
11 services to CNL during the 1996-1999 period and that never had any employees at all; that employees in  
12 the COP division of CUSA, not in COPI or Chevron Investments, did oversight and planning for COPI's  
13 foreign subsidiaries, including CNL; that many CUSA employees wrongly referred to themselves as  
14 COPI employees; and that many documents – including the COPI business plan – were erroneously  
15 marked as referencing COPI, the parent of CNL, when in fact they dealt with business operations of the  
16 COP division of CUSA.

17 115. Because of defendants' misleading representations about CUSA's lack of control over  
18 CNL and its operations and because of the identity of interests between CUSA and its parent, Chevron  
19 Corp., and affiliate, CI, all limitations periods applicable to plaintiffs' claims against CUSA was  
20 equitably tolled from at least May 21, 2001 through September 28, 2005, making plaintiffs' assertion of  
21 all claims against CUSA timely. In the alternative, CUSA should be equitably estopped from asserting  
22 any statute of limitations defenses because of the affirmatively misleading and/or false statements and  
23 representations made not only by CUSA itself but by its parent and affiliate.

24  
25 **FIRST CAUSE OF ACTION**

26 BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS

27 (Violation of Business & Professions Code § 17200)

28 116. The allegations set forth in paragraphs 1 through 115 of this Complaint are realleged and

1 incorporated by reference as if fully set forth herein.

2 117. Pursuant to Business and Professions Code § 17204, the Nigerian Plaintiffs and the  
3 California Plaintiffs bring this cause of action on behalf of classes of all others similarly situated in the  
4 Niger Delta and California who have suffered or will suffer some loss of money or property as alleged in  
5 paragraph 100 above. The conduct of Defendants Chevron Corp., CI , and/or CUSA as alleged herein  
6 has been and continues to be deleterious to Plaintiffs and the general public, and Plaintiffs are seeking to  
7 enforce important rights affecting the public interest within the meaning of Code of Civil Procedure §  
8 1021.5.

9 118. Defendants' practices as alleged herein constitute ongoing and continuous unfair business  
10 practices within the meaning of Business and Professions Code § 17200. Such practices include, but are  
11 not limited to murder, threats, battery, and other acts of torture and further intimidation on the Plaintiffs  
12 to force Plaintiffs to cease their protests against the damage to their lands and livelihood.

13 119. The abuses alleged herein constitute violations of California, Nigerian and customary  
14 international law. The use of such unfair, illegal, and destructive practices creates an unfair business  
15 advantage over competitors and harms consumers within the State of California and the United States.

16 120. The acts described herein constitute unfair business practices in violation of the State of  
17 California Business and Professions Code § 17200 *et seq.*

18 121. Plaintiffs seek injunctive and declaratory relief, disgorgement of all profits resulting from  
19 these unfair business practices, restitution and other appropriate relief on behalf of themselves and  
20 members of the general public as provided in Business and Professions Code § 17203.

21 **SECOND CAUSE OF ACTION**

22 BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS

23 (Violation of Business & Professions Code § 17200)

24 122. The allegations set forth in paragraphs 1 through 121 of this Complaint are realleged and  
25 incorporated by reference as if fully set forth herein.

26 123. Plaintiffs bring this cause of action on behalf of themselves, and both classes, pursuant to  
27 Business and Professions Code § 17204. The conduct of Defendants Chevron Corp., CI and/or CUSA  
28 as alleged herein has been and continues to be deleterious to Plaintiffs and the general public, and

1 Plaintiffs are seeking to enforce important rights affecting the public interest within the meaning of Code  
2 of Civil Procedure § 1021.5.

3 124. Defendants' fraudulent and deceptive practices as alleged herein violate California law  
4 and constitute ongoing and continuous unfair business practices within the meaning of Business and  
5 Professions Code § 17200. Such practices include, but are not limited to Chevron's knowingly,  
6 recklessly or negligently making false and/or misleading statements to the general public in California,  
7 in the United States, and in Nigeria about the manner in which their product was produced in Nigeria, in  
8 order to maintain sales in California and the United States. Chevron Corp., CI and/or CUSA have also  
9 made material misrepresentations and omissions in the sale of securities.

10 125. Chevron Corp.'s, CI's and/or CUSA's false statements about the manner in which their  
11 products are produced include, but are not limited to, Defendants' assertions that Chevron had no role in  
12 and/or provided no material support for the attack on Parabe, that Chevron did not pay the soldiers  
13 involved in the attack on Parabe, and that no Chevron personnel or equipment were involved in the  
14 attacks on Opia and Ikenyan. In attempting to justify its oil and gas production practices in Nigeria,  
15 Chevron also falsely stated to the media and to the public that the occupants of the Parabe platform were  
16 armed with guns and/or machetes; that they refused to provide medical access to sick persons on the  
17 platform; and that they provoked the violence by attacking the soldiers and attempting to seize their  
18 weapons. Similarly, with regard to both the occupants of the platform and villagers at Opia and Ikenyan,  
19 Chevron falsely represented that their purpose was to demand ransom and made other similarly false  
20 statements. Plaintiffs and/or members of the public have been in the past and will in the future likely be  
21 damaged by these practices.

22 126. In knowingly, recklessly, and/or negligently making such false or misleading statements,  
23 Defendants have falsely and publicly portrayed the Nigerian Plaintiffs and the other villagers at Opia and  
24 Ikenyan as having incited the attacks on their villages, and the Nigerian Plaintiff and the other protesters  
25 at Parabe as violent rather than peaceful protesters. These false and misleading statements have injured  
26 the Nigerian Plaintiffs' reputations and damaged their economic and political interests both in California  
27 and in Nigeria. Further, by defaming the messengers, Defendants' statements have impaired Plaintiffs'  
28 ability to seek redress by truthfully conveying to the California and Nigerian public the facts about

1 Defendants' massive environmental degradation, as well as the events at Opia, Ikenyan and Parabe.

2 127. Defendants' false and/or misleading statements creates an unfair business advantage over  
3 competitors and harms consumers within the State of California and the United States.

4 128. The acts described herein constitute unfair business practices in violation of the State of  
5 California Business and Professions Code § 17200 *et seq.*

6 129. Defendants' publicity cover-up campaign, spanning at least from May 28, 1998 to the  
7 present day, constitutes a continuing and ongoing violation of Business and Professions Code § 17200 *et*  
8 *seq.*

9 130. Plaintiffs seek injunctive and declaratory relief, disgorgement of all profits resulting from  
10 these unfair business practices, restitution and other appropriate relief on behalf of themselves and  
11 members of the general public as provided in Business and Professions Code § 17203.

12 **PRAYER FOR RELIEF**


13 WHEREFORE, each and every Plaintiff prays for judgment against Defendants as follows:

- 14 (a) for injunctive and declaratory relief as this Court deems appropriate against all  
15 Defendants;
- 16 (b) for disgorgement of profits against all Defendants except CUSA;
- 17 (c) for restitution against all Defendants except CUSA; and
- 18 (d) for costs of suit, attorneys fees and such other relief as the Court deems just and proper,  
19 against all Defendants.

20  
21 Dated: March 21, 2006

Respectfully submitted,

22 TRABER & VOORHEES

23  
24   
25 By \_\_\_\_\_  
26 Theresa M. Traber  
27 Attorneys for Plaintiffs  
28