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

11 LARRY BOWOTO; OLA OYINBO, on behalf of
her deceased husband BOLA OYINBO and her
12 minor children BAYO OYINBO and DEJI
OYINBO; BASSEY JEJE; MARGARET
13 IROWARINUN, ROSELINE IROWARINUN, and
MARY IROWARINUN, individually and on behalf
14 of their deceased husband AROLIKA
IROWARINUN; BOSUWO SEBI IROWARINUN,
15 CALEB IROWARINUN, ORIOYE LALTU
IROWARINUN, TEMILOLA IROWARINUN,
16 ADEGORYE OLORUNTIMJEHUM
IROWARINUN, AMINORA JAMES
17 IROWARINUN, ENIESORO IROWARINUN,
GBENGA IROWARINUN, IBIMISAN
18 IROWARINUN, MONOTUTEGHA
IROWARINUN, and OLAMISBODE
19 IROWARINUN, individually and on behalf of their
deceased father AROLIKA IROWARINUN;

20 Plaintiffs,

21 v.

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

24 Defendants
25
26
27
28

Case No: C 99-02506 SI

TENTH AMENDED COMPLAINT FOR DAMAGES:

1. WRONGFUL DEATH (DOHSA)
2. EXTRAJUDICIAL KILLING (TVPA)
3.
4. TORTURE
5. TORTURE (TVPA)
6. CRUEL, INHUMAN, OR DEGRADING TREATMENT
7.
8.
9.
10. WRONGFUL DEATH
11. BATTERY
12. ASSAULT
13. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
14. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
15. NEGLIGENCE/NEGLIGENCE PER SE
16. CIVIL CONSPIRACY
17. LOSS OF CONSORTIUM

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

2 **INTRODUCTION**

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

20 2. The Plaintiffs here claim that Defendants violated settled standards for the protection of
21 human rights recognized by United States legal precedent. The Plaintiffs seek compensation, equitable
22 and other relief under the federal Alien Tort Claims Act (28 U.S.C. § 1350, et. seq.), Torture Victim
23 Protection Act of 1991 (28 U.S.C. § 1350, note), Racketeer Influenced and Corrupt Organizations Act
24 (18 U.S.C. § 1964(b)(c) and (d)), California state law, and Nigerian law.

25 **BACKGROUND**

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

1 willfully, maliciously and systematically violate Plaintiffs' human rights, by means that include summary
2 execution, torture, and cruel, inhuman and degrading treatment, for the purpose and with the effect of
3 suppressing and/or deterring Plaintiffs' and others' peaceful protests about Chevron's environmental
4 practices in the Niger Delta.

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

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

15 JURISDICTION

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

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

22 PARTIES

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

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

27 10. Plaintiff Bayo Oyinbo is a minor under the age of 18 and a resident and citizen of Nigeria,
28 and a dependent child of Bola Oyinbo. He brings this action as a successor-in-interest to Bola Oyinbo, by

1 and through his mother and legal guardian Ola Oyinbo.

2 11. Plaintiff Deji Oyinbo is a minor under the age of 18 and resident and citizen of Nigeria,
3 and a dependent child of Bola Oyinbo. He brings this action as a successor-in-interest to Bola Oyinbo, by
4 and through his mother and legal guardian Ola Oyinbo. Plaintiffs Bayo Oyinbo and Deji Oyinbo are
5 known herein as the "Oyinbo children."

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

7 13. [PARAGRAPH REMOVED.]

8 14. Plaintiff Margaret Irowarinun is a resident and citizen of Nigeria, and a widow of Arolika
9 Irowarinun, who was a citizen and resident of Nigeria. She brings this action individually and as a
10 successor-in-interest to Arolika Irowarinun.

11 15. Plaintiff Roseline Irowarinun is a resident and citizen of Nigeria, and a widow of Arolika
12 Irowarinun. She brings this action individually and as a successor-in-interest to Arolika Irowarinun.

13 16. Plaintiff Mary Irowarinun is a resident and citizen of Nigeria, and a widow of Arolika
14 Irowarinun. She brings this action individually and as a successor-in-interest to Arolika Irowarinun.
15 Plaintiffs Mary Irowarinun, Margaret Irowarinun and Roseline Irowarinun are known herein as the
16 "Irowarinun widows."

17 17. Pursuant to Court Order of August 14, 2007 (Docket No. 1639), plaintiffs include below,
18 on information and belief, specific assertions of the minority of the Irowarinun minors and specific
19 assertions that Eniesoro Irowarinun, born approximately 1990 or 1991, is the eldest and so the
20 remainder are all under the age of 18. Plaintiffs note, however, that exact birthdates and ages of children
21 are not routinely kept or known by villagers in the Niger Delta, nor are birth certificates routinely issued.
22 As a result, although plaintiffs have made a good faith effort to determine the birth years of the minor
23 children plaintiffs, they have only been able to provide the best estimates available. Even estimates are
24 not available for all of the minor children. Nonetheless, the birth order of the children is known.

25 18. Plaintiff Eniesoro (Eniyansoro) Irowairinun is a minor under the age of 18 and a resident
26 and citizen of Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually
27 and as a successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as
28 guardian ad litem and/or attorney-in-fact. Eniesoro was born in approximately 1990 or 1991. Eniesoro

1 is the eldest child of Arolika Irowarinun.

2 19. Plaintiff Orioye Laltu Irowarinun is a minor under the age of 18 and resident and citizen of
3 Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
4 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
5 litem and/or attorney-in-fact. Orioye is younger than Eniesoro and was born in approximately 1991.

6 20. Plaintiff Bosuwo Sebi Irowarinun is a minor under the age of 18 and resident and citizen
7 of Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
8 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
9 litem and/or attorney-in-fact. Bosuwo was born in approximately 1998, and is younger than Eniesoro
10 and Orioye.

11 21. Plaintiff Caleb Irowarinun is a minor under the age of 18 and resident and citizen of
12 Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
13 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
14 litem and/or attorney-in-fact. Caleb is younger than Eniesoro and Orioye.

15 22. Plaintiff Temilola Irowarinun is a minor under the age of 18 and resident and citizen of
16 Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
17 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
18 litem and/or attorney-in-fact. Temilola is younger than Eniesoro and Orioye.

19 23. Plaintiff Aminora James Irowarinun is a minor under the age of 18 and resident and citizen
20 of Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
21 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
22 litem and/or attorney-in-fact. Aminora was born in approximately 1994, and is younger than Eniesoro.

23 24. Plaintiff Adegorye Oloruntimjehum Irowarinun is a minor under the age of 18 and resident
24 and citizen of Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually
25 and as a successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as
26 guardian ad litem and/or attorney-in-fact. Adegorye was born in approximately 1991-1992 and is
27 younger than Eniesoro.

28 25. Plaintiff Gbenga Irowarinun is a minor under the age of 18 and resident and citizen of

1 Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
2 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
3 litem and/or attorney-in-fact. Gbenga is younger than Eniesoro.

4 26. Plaintiff Ibimisan Irowarinun is a minor under the age of 18 and resident and citizen of
5 Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
6 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
7 litem and/or attorney-in-fact. Ibimisan is younger than Eniesoro and Gbenga.

8 27. Plaintiff Monotutegha Irowarinun is a minor under the age of 18 and resident and citizen
9 of Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
10 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
11 litem and/or attorney-in-fact. Monotutegha is younger than Eniesoro and Gbenga.

12 28. Plaintiff Olamisbode Irowarinun is a minor under the age of 18 and resident and citizen of
13 Nigeria, and a dependent child of Arolika Irowarinun, who brings this action individually and as a
14 successor-in-interest to Arolika Irowarinun, by and through Sunday Johnbull Irowarinun as guardian ad
15 litem and/or attorney-in-fact. Olamisbode is younger than Eniesoro and Gbenga.

16 29. Plaintiffs Bosuwo Sebi Irowarinun, Caleb Irowarinun, Temilola Irowarinun, Orioye Laltu
17 Irowarinun, Aminora James Irowarinun, Adegorye Oloruntimjehum Irowarinun, Eniesoro Irowarinun,
18 Gbenga Irowarinun, Ibimisan Irowarinun, Monotutegha Irowarinun, and Olamisbode Irowarinun are
19 known herein as the "Irowarinun children."

20 30-57. [PARAGRAPHS REMOVED.]

21 58. Defendant Chevron Corp. is a United States-based corporation organized under the laws
22 of the State of Delaware. Its corporate headquarters are located in San Francisco, California. Defendant
23 Chevron wholly owns and controls CNL, which operates a joint venture with the Nigerian Government-
24 owned Nigerian National Petroleum Company ("NNPC") to exploit oil and gas reserves in the Niger
25 Delta.

26 59. Defendant Chevron Investments, Inc. (formerly known as COPI and thereafter CTOP,
27 each a Delaware corporation) is a Delaware corporation and a wholly-owned subsidiary of Chevron. Its
28 corporate headquarters are located in San Ramon, California. At all relevant times, Chevron Investments

1 wholly owned and controlled CNL. At the time of the Parabe incident, Chevron Investments owned 90%
2 of CNL directly, and owned the other 10% through a wholly-owned subsidiary.

3 60. On information and belief, Defendant Chevron U.S.A., Inc. (CUSA) is a United States-
4 based corporation organized under the laws of the State of Pennsylvania, a wholly-owned subsidiary of
5 Chevron Corp., and a corporation licensed to do business and doing business in California, with its
6 corporate headquarters located in San Ramon, California. CUSA has a division called Chevron
7 International Exploration and Production (formerly known as CTOP and/or COP and sometimes referred
8 to as "COPI"), which employs various U.S.-based personnel who are responsible for providing oversight,
9 supervision and planning for the business operations of CNL and other foreign subsidiaries of Defendants
10 Chevron Corporation and CI. Through these personnel, CUSA exercises substantial control over CNL's
11 operations, either directly or as the agent of Chevron Corporation and/or Chevron Investments, at all
12 times relevant to this action. Defendant CUSA is being added to this Action as a substitute for MOE 2
13 and/or as a newly-named defendant.

14 61. Plaintiffs are ignorant of the true names and capacities of the Defendants who are sued
15 herein as MOES 3-50, and Plaintiffs sue these Defendants by such fictitious names and capacities.
16 Plaintiffs will amend this Complaint to allege the Moes' true names and capacities when ascertained.
17 Plaintiffs are informed and believe, and on that basis allege, that each fictitiously named Defendant is
18 responsible in some manner for the occurrences herein alleged and that the injuries to Plaintiffs herein
19 alleged were proximately caused by the conduct of such Defendants.

20 62. At all times herein material, with respect to the events at issue, Defendants Chevron
21 Corp., Chevron Investments, and/or CUSA (a) were joint-venturers with the Nigerian government, (b)
22 conspired with and/or worked in concert with the Nigerian military and/or police, and/or (c) the Nigerian
23 military and/or police were acting as the agent of and/or working in concert with Chevron Corp.,
24 Chevron Investments, and/or CUSA, including but not limited to Chevron management personnel in
25 California and other parts of the United States and Nigeria, and were acting within the course and scope
26 of such agency, employment and/or concerted activity. The wrongful conduct alleged herein was
27 perpetrated by Chevron management and personnel both in Nigeria and the United States, including
28 California, along with Nigerian military and/or police personnel. Chevron acted in concert with the

1 Nigerian military and/or police and conspired in, participated in, aided and abetted, knew or should have
2 known about, paid for, benefitted from, confirmed, and/or ratified, the shootings and other wrongful
3 conduct alleged herein.

4 63. At all relevant times, CNL, a wholly-owned subsidiary of Chevron Corp., was an agent of
5 Chevron Corp.

6 64. At all relevant times, CNL, a wholly-owned subsidiary of Chevron Investments, was the
7 agent of Chevron Investments and/or CUSA. The holders of many positions, including those at the top, in
8 CNL were employees and/or agents of, and/or were working on assignment from Chevron Investments
9 and/or CUSA. Persons were selected by Chevron Corp, Chevron Investments and/or CUSA to staff top
10 CNL positions and given little if any opportunity to refuse a transfer to CNL, and they were rotated back
11 to Chevron Investments, CUSA or another Chevron entity, selected by a Chevron management selection
12 committee, at the end of a fixed term with CNL.

13 65. Chevron Corp., Chevron Investments, and/or CUSA (a) aided and abetted CNL in the
14 commission of the acts alleged herein, (b) conspired with CNL to commit the acts alleged herein, and/or
15 (c) ratified the acts of CNL alleged herein.

16 66. Whenever and wherever reference is made in this Complaint to any conduct committed by
17 Chevron Corp., Chevron Investments, CUSA, and/or their agent, CNL, such allegations and references
18 shall also be deemed to mean the conduct of Chevron Corp., Chevron Investments, and/or CUSA, acting
19 individually, jointly and severally, through personnel working in the United States and Nigeria for the
20 benefit of Chevron Corp., Chevron Investments, and/or CUSA.

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

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

STATEMENT OF FACTS

1
2 69. The Niger Delta is located in southern Nigeria. Defendants Chevron Corp., Chevron
3 Investments, and/or CUSA, through their agent, CNL, are the operator of a joint project with the
4 Nigerian government for petroleum extraction, development and export from the Niger Delta.

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

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

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

21 73. Upon information and belief, Chevron paid the military and/or police who accompanied
22 Chevron employees – using Chevron-owned or -leased helicopters and boats with pilots and other
23 personnel paid directly and indirectly by Chevron – to carry out the attacks complained of herein. In
24 addition, CNL personnel accompanied Nigerian military and/or police personnel on these attacks.

25 74. Persons who were employed by, were agents of and/or were on assignment from Chevron
26 recommended and approved the use of the military at Parabe and approved the use by the military of
27 Chevron helicopters and boats at Parabe.

28 75. Chevron’s participation with the military and/or police has been part of a deliberate effort

1 to silence the exercise of rights of free speech and association of Plaintiffs and other Nigerian citizens on
2 several issues, including the environmental damage caused by Chevron's oil and gas production practices,
3 and Chevron's failure adequately to provide jobs to the people in the communities near where Chevron
4 produced oil and gas and despoiled the environment. Chevron's activities in the Niger Delta have, among
5 other things, eroded and destroyed agricultural land, forests and swamps and contaminated the local
6 water supply thereby killing the fish and wildlife upon which the local economies have been based for
7 centuries. Chevron has pumped oil and gas out of the Niger Delta and has caused environmental
8 degradation without adequately compensating the people of that region or adequately providing
9 alternative sources of livelihood.

10 **Parabe Incident, May 1998**

11 76. The communities in the area where the immediate and extended families of Plaintiffs
12 Bowoto, Jeje, Irowarinun and Oyinbo traditionally reside organized peaceful opposition to the
13 environmental destruction caused by Chevron's exploitation of the region's resources and to Chevron's
14 failure to provide jobs, training, education or other compensation in exchange for Chevron's depletion of
15 the natural resources in their region.

16 77. During the winter of 1997-1998, the community attempted several times to arrange
17 meetings with Chevron representatives to discuss their concerns. Chevron refused to meet with them or
18 even to respond to their requests.

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

27 79. Plaintiffs and others stayed on the platform while peacefully awaiting a meeting between
28 their elders and chiefs and Chevron officials which they were told was being arranged; during the waiting

1 period, Chevron workers continued to operate the platform until told to cease operations by their own
2 management. Hostages were not taken. Chevron workers were free to come and go from the platform.
3 For instance, one Chevron employee who fell ill was taken away by helicopter without interference from
4 the protesters. In addition, armed security guards and Nigerian military personnel working for Chevron
5 were on the platform at the time the protesters arrived and remained armed and on the platform
6 throughout the time of the incident.

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

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

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

26 83. Three or four helicopters leased by Chevron were used in the attack. The head of security
27 for CNL at CNL's Escravos facility, with Chevron Corp., Chevron Investments, and/or CUSA's
28 approval, knowledge and/or acquiescence, was in one of the helicopters. Upon arriving at the platform,

1 one helicopter swooped down to the platform helipad. As the helicopter neared the landing pad, but was
2 still in the air, individuals in the helicopter began firing their weapons. The individuals inside the
3 helicopter then jumped from the helicopter to the pad and continued firing as they dispersed on the
4 platform. Two protesters were killed, including Arolika Irowarinun, and two Plaintiffs were seriously
5 wounded by gunfire, Larry Bowoto and Bassey Jeje, even though they were always unarmed. None of
6 the protesters attempted to disarm the soldiers.

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

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

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

20 87-98. [PARAGRAPHS REMOVED.]

21 **General Allegations**

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

- 26 (a) the use of Chevron-owned or -leased equipment, along with pilots, shipmates and
27 crew paid for by Chevron, to transport military and/or police involved in the
28 human rights violations set forth above;

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

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

21 101. The wrongful acts described herein were inflicted under color of law and under color of
22 official authority and/or in conspiracy with or on behalf of those acting under color of official authority.
23 In doing the things herein alleged, defendants acted willfully and in a wanton, malicious and oppressive
24 manner, with the intent to cause injuries to the Plaintiffs. Defendants are therefore guilty of malice and/or
25 oppression in conscious disregard of Plaintiffs’ rights, thereby warranting an assessment of punitive
26 damages in an amount to be determined at trial.

27 102. The acts and injuries to Plaintiffs and their next-of-kin described herein were part of a
28 pattern and practice of systematic human rights violations requested, paid, confirmed and/or ratified by

1 Defendants and/or their agents and/or committed in conspiracy with the Nigerian military and/or police.
2 The goal of these actions was, among others, to deter lawful speech activity and association of Nigerian
3 citizens in protest of Chevron's activities in the Niger Delta.

4 103. Chevron Corp., Chevron Investments and/or CUSA ratified the attacks at Parabe by
5 authorizing payment to the military and/or police for those attacks and by continuing to rely on the
6 military for security after the attacks.

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

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

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

- 24 (a) The United Nations Charter, 59 Stat. 1031, 3 Bevans 1153 (1945);
25 (b) The Universal Declaration of Human Rights, G.A. Res. 217A(iii), U.N. Doc.
26 A/810 (1948);
27 (c) The International Covenant on Civil and Political Rights, G.A. Res. 2220A(xxi),
28 21 U.N. Doc., GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966);
(d) The Convention Against Torture and Other Cruel, Inhuman or Degrading
Treatment or Punishment, G.A. Res. 39/46, 39 U.N. Doc., GAOR Supp. (No. 51)

1 at 1100, U.N. Doc. A/39/51 (1984);

2 (e) The Declaration on the Protection of All Persons From Being Subjected to Torture
3 and Other Cruel, Inhuman or Degrading Treatment or Punishment, G.A. Res.
4 3452, 30 U.N. Doc., GAOR Supp. (No. 34) at 91, U.N. Doc. A/10034 (1976);
5 and

6 (f) The Constitutions, statutes, laws and other rules of most of the nations of the
7 world.

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

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

11 108. Plaintiffs commenced this action by filing a Complaint for Damages and Injunctive and
12 Declaratory Relief against Chevron Corp. and Moe 1-500, on May 27, 1999, thus tolling the statute of
13 limitations on all claims alleged under the federal and state law. Under California Code of Civil
14 Procedure sections 474 and 583.210, plaintiffs had three (3) years up until at least May 27, 2002 to
15 identify and serve additional defendants as substitutes for the Moe defendants alleged in the Complaint.
16 The Parabe Plaintiffs, other than Ola Oyinbo, had until at least May 28, 2002, and Ola Oyinbo had until at
17 least June 22, 2002, to file their RICO claims under the applicable 4-year limitations period. These
18 limitations periods were tolled for a period of more than three years because of the affirmative
19 misrepresentations made by Chevron Corp. and Chevron Investments about the involvement of CUSA in
20 overseeing and controlling the operations of CNL. Because of the identity of interests between and
21 among Chevron Corp., Chevron Investments, and CUSA, these misrepresentations are attributable to all
22 three Chevron entities. Thus, CUSA should be equitably estopped from asserting a statute of limitations
23 defense in this action.

24 109. At all times relevant herein, CUSA has been and continues to be a wholly-owned
25 subsidiary of Chevron Corp., operating out of the same headquarters in San Ramon, California. On or
26 about January 14, 2000, Plaintiffs filed with the Court in this action and served on Chevron Corp. and its
27 counsel the Declaration of Dan Stormer, in opposition to Chevron Corp.'s Motion to Dismiss or in the
28 Alternative for Summary Judgment, arguing that Plaintiffs should be permitted to conduct discovery on

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

1 key matters in the case, including the relationships among and between Chevron Corp., Chevron
2 Investments (called COPI at the time), CUSA, and CNL, the involvement of the three U.S.-based
3 corporations in the operations of CNL, and Plaintiffs' allegation that Chevron Corp. directs the activities
4 of CNL through a division of CUSA. This declaration gave notice to Chevron Corp., Chevron
5 Investments, and CUSA that plaintiffs intended to explore whether CUSA should be added as a defendant
6 because of its potential direction of or involvement in the activities of CNL that led to plaintiffs' injuries
7 as alleged herein.

8 110. After the Court permitted plaintiffs to engage in such discovery, beginning on or before
9 May 21, 2001, and continuing up through at least September 29, 2005, first Chevron Corp. and then later
10 Chevron Investments provided verified interrogatory answers and documents, deposition testimony by
11 their corporate representatives, testimony and declarations from high-level Chevron managers, directors
12 and officers, and other representations to the Court and to plaintiffs that it was Chevron Corp. and
13 Chevron Investments, not CUSA, who controlled the placement of high-level CNL employees and who
14 employed and directed a cadre of U.S.-based employees who managed, supervised and controlled the
15 activities of CNL in key areas such as drilling and production, finances and compliance with spending
16 laws such as the Foreign Corrupt Practices Act, public affairs, and security. These representations
17 include, but are not limited to, the following:

- 18 (a) Verified May 21, 2001 interrogatory answers indicating that CUSA had no
19 ownership interest in CNL, that it provided only payroll services to CNL "by
20 agreement with COPI," that certain CUSA employees worked in COPI's Finance
21 Department on FCPA compliance review "by agreement with COPI," and that
22 CUSA was not involved in the day-to-day operations of CNL;
- 23 (b) Verified December 7, 2001 interrogatory answers identifying key public affairs,
24 security, and management personnel who were working with and overseeing CNL
25 operations as COPI employees;
- 26 (c) Verified February 28, 2002 interrogatory answers identifying a series of individuals
27 as high level COPI managers and officers;
- 28 (d) Deposition testimony from January, 2002 to January, 2003 from COPI President

1 Richard Matzke, key CNL managers, and corporate designees for COPI, who
2 identified key U.S.-based Chevron personnel involved in oversight of CNL
3 operations as COPI employees and managers and who described the involvement
4 and control exercised by COPI and Chevron Corp. managers and officers over the
5 career paths and work assignments of upper level CNL managers and others
6 working in defendants' foreign subsidiaries;

7 (e) January 31, 2003 interrogatory answers stating that several key public affairs
8 personnel "on behalf of COPI, had responsibilities that included monitoring
9 political and economic events in Nigeria as well as other African countries from
10 January 1, 1996 through October 9, 2001";

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

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

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

24 111. As a result of these representations, in conjunction with defendants' discovery responses
25 indicating that CUSA had never had any ownership interest in CNL, plaintiffs developed the reasonable
26 belief that Chevron Corp. and Chevron Investments, but not CUSA, directed, managed and controlled the
27 operations of CNL, who functioned as the agents of Chevron Corp. and Chevron Investments, and that
28 the named defendants, not CUSA, aided and abetted CNL in its unlawful conduct alleged herein and

1 ratified such conduct by, *inter alia*, making false and misleading statements about the involvement of
2 Chevron in the underlying acts. Based on the representations of Chevron Corp. and/or Chevron
3 Investments, plaintiffs moved to add Chevron Investments in place of one of the Moe defendants in this
4 action but declined to add CUSA in the same manner. Based on defendants' representations, plaintiffs
5 did not know about CUSA's involvement in the operations of CNL during the relevant period or that it
6 could be held liable on plaintiffs' theories of direct or indirect liability as alleged against the named
7 defendants.

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

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

26 114. Because of defendants' misleading representations about CUSA's lack of control over
27 CNL and its operations and because of the identity of interests between CUSA and its parent, Chevron
28 Corp., and affiliate, Chevron Investments, all limitations periods applicable to plaintiffs' claims, including

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

6 **FIRST CLAIM FOR RELIEF: MARITIME WRONGFUL DEATH (DOHSA)**

7 BY THE IROWARINUN CHILDREN AND THE IROWARINUN WIDOWS, EACH OF
8 THEM IN THEIR INDIVIDUAL CAPACITY, AGAINST ALL DEFENDANTS

9 *BY SUNDAY JOHNBULL IROWARINUN IN HIS INDIVIDUAL CAPACITY AGAINST ALL*
10 *DEFENDANTS FOR PURPOSES OF PRESERVATION OF THIS CLAIM ONLY*

11 115. The allegations set forth in paragraphs 1 through 114 of this Complaint are realleged and
12 incorporated by reference as if fully set forth herein.

13 116. As a direct result of Defendants' wrongful and negligent acts and omissions, or other
14 conduct for which Defendants are responsible, Plaintiffs have sustained pecuniary loss resulting from loss
15 of society, comfort, attention, services and support of decedent Arolika Irowarinun.

16 117. Each Defendant is liable for said conduct in that it requested, paid, confirmed, ratified,
17 and/or conspired with the military and/or police to bring about this wrongful death. This death occurred
18 in waters more than 3 nautical miles from the shore of the United States.

19 118. The acts described herein constitute maritime wrongful death, actionable under this
20 Court's admiralty jurisdiction pursuant to the Death on the High Seas Act, 46 U.S.C. §§ 30301 *et seq.*
21 Pursuant to 46 U.S.C. § 30306, Plaintiffs bring this action for wrongful death in admiralty under the laws
22 of Nigeria, and seek damages to the full extent of Nigerian law.

23 **SECOND CLAIM FOR RELIEF: EXTRAJUDICIAL KILLING-TVPA**

24 *BY SUNDAY JOHNBULL IROWARINUN, THE IROWARINUN CHILDREN, AND THE*
25 *IROWARINUN WIDOWS, EACH OF THEM IN THEIR INDIVIDUAL AND SURVIVAL CAPACITY,*
26 *AGAINST ALL DEFENDANTS FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

27 119. The allegations set forth in paragraphs 1 through 118 of this Complaint are realleged and
28 incorporated by reference as if fully set forth herein.

1 120. The deliberate killing, under color of law, of Arolika Irowarinun was not authorized by a
2 lawful judgment pronounced by a regularly constituted court affording all the judicial guarantees which
3 are recognized as indispensable by civilized peoples.

4 121. The acts described herein constitute extrajudicial killing in violation of the Torture Victim
5 Protection Act of 1991 (“TVPA”), 28 U.S.C. § 1350, note.

6 122. Each defendant is liable to Plaintiffs in that it requested, paid, participated with, confirmed,
7 ratified, and/or conspired with the military and/or police to bring about the extrajudicial killings
8 committed against Plaintiffs.

9 **FOURTH CLAIM FOR RELIEF: TORTURE**

10 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY
11 THE IROWARINUN CHILDREN, THE IROWARINUN WIDOWS, OLA OYINBO, AND THE
12 OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY AGAINST ALL DEFENDANTS

13 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST ALL*
14 *DEFENDANTS FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

15 123. The allegations set forth in paragraphs 1 through 122 of this Complaint are realleged and
16 incorporated by reference as if fully set forth herein.

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

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

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

25 **FIFTH CLAIM FOR RELIEF: TORTURE-TVPA**

26 *BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY*
27 *SUNDAY JOHNBULL IROWARINUN, THE IROWARINUN CHILDREN, THE IROWARINUN*
28 *WIDOWS, OLA OYINBO, AND THE OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY*

1 *AGAINST ALL DEFENDANTS FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

2 127. The allegations set forth in paragraphs 1 through 126 of this Complaint are realleged and
3 incorporated by reference as if fully set forth herein.

4 128. The torture of Plaintiffs, as described herein, was inflicted deliberately and intentionally for
5 purposes which included, among others, punishing the victim or intimidating the victim or third persons.

6 129. The acts described herein constitute torture, in violation of the Torture Victim Protection
7 Act (“TVPA”), 28 U.S.C. § 1350, note.

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

11 **SIXTH CLAIM FOR RELIEF: CRUEL, INHUMAN OR DEGRADING TREATMENT**

12 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY
13 THE IROWARINUN WIDOWS, THE IROWARINUN CHILDREN, OLA OYINBO, AND THE
14 OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY, AGAINST ALL DEFENDANTS

15 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST ALL*
16 *DEFENDANTS FOR PURPOSES OF PRESERVATION OF THIS CLAIM ONLY*

17 131. The allegations set forth in paragraphs 1 through 130 of this Complaint are realleged and
18 incorporated by reference as if fully set forth herein.

19 132. The wrongful acts described herein had the intent and the effect seriously injuring all
20 Plaintiffs including grossly humiliating and debasing them, forcing them to act against their will and
21 conscience, inciting fear and anguish, and/or breaking Plaintiffs’ physical and moral resistance.

22 133. The acts described herein constitute cruel, inhuman or degrading treatment in violation of
23 the Alien Tort Claims Act, customary international law, the common law of the United States, the
24 statutes of the State of California, and the international treaties, agreements, conventions and resolutions
25 described in paragraph 104, herein.

26 134. Defendants’ acts alleged herein caused Plaintiffs to be placed in great fear for their lives
27 and forced them to suffer severe physical and psychological abuse and agony.

28 135. Each defendant is liable for said conduct in that it requested, paid, participated in,

1 confirmed, ratified, and/or conspired with the military and/or police to cause the cruel, inhuman or
2 degrading treatment of Plaintiffs.

3 136–147. [PARAGRAPHS REMOVED.]

4 **TENTH CLAIM FOR RELIEF: WRONGFUL DEATH**

5 BY THE IROWARINUN CHILDREN AND THE IROWARINUN WIDOWS IN THEIR
6 INDIVIDUAL CAPACITY AGAINST DEFENDANT CHEVRON CORP.

7 *BY SUNDAY JOHNBULL IROWARINUN IN HIS INDIVIDUAL CAPACITY AGAINST*
8 *DEFENDANT CHEVRON CORP. FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

9 *BY SUNDAY JOHNBULL IROWARINUN, THE IROWARINUN CHILDREN, AND THE*
10 *IROWARINUN WIDOWS IN THEIR INDIVIDUAL CAPACITY AGAINST DEFENDANTS CII AND*
11 *CUSA FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

12 148. Plaintiffs reallege and incorporate by reference the allegations set forth in paragraphs
13 1 through 147 as if fully set forth herein.

14 149. As a direct result of Defendants' acts and omissions and as a result of the deaths described
15 above, Plaintiffs have sustained pecuniary loss resulting from loss of society, comfort, attention, services
16 and support of decedent Arolika Irowarinun.

17 150. As a direct result of Defendants' acts and omissions and as a result of the deaths described
18 above, Plaintiffs' wives and children of the decedents have sustained pecuniary loss resulting from loss of
19 society, comfort, attention, services and support of decedents.

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

22 152. The acts described herein constitute wrongful death, actionable under the laws of Nigeria.

23 **ELEVENTH CLAIM FOR RELIEF: BATTERY**

24 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY; AND
25 OLA OYINBO AND THE OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY AGAINST
26 DEFENDANT CHEVRON CORP.

27 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST*
28 *DEFENDANT CHEVRON CORP. FOR PURPOSES OF PRESERVATION OF THIS CLAIM ONLY*

1 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY; AND
2 OLA OYINBO, THE OYINBO CHILDREN, THE IROWARINUN CHILDREN, AND THE
3 IROWARINUN WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANTS CII AND
4 CUSA

5 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST*
6 *DEFENDANTS CII AND CUSA FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

7 153. The allegations set forth in paragraphs 1 through 152 of this Complaint are realleged and
8 incorporated by reference as if fully set forth herein.

9 154. Defendants intentionally committed acts which resulted in harmful or offensive contact
10 with Plaintiffs. Plaintiffs did not consent to the contact, which caused injury, damage, loss or harm to
11 Plaintiffs.

12 155. The acts described herein constitute battery, actionable under the laws of the State of
13 California and Nigeria.

14 **TWELFTH CLAIM FOR RELIEF: ASSAULT**

15 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY
16 OLA OYINBO, THE OYINBO CHILDREN, THE IROWARINUN CHILDREN, AND THE
17 IROWARINUN WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANT CHEVRON
18 CORP.

19 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST*
20 *DEFENDANT CHEVRON CORP. FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

21 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY
22 OLA OYINBO, THE OYINBO CHILDREN, THE IROWARINUN CHILDREN, AND THE
23 IROWARINUN WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANTS CII AND
24 CUSA

25 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST*
26 *DEFENDANTS CII AND CUSA FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

27 156. The allegations set forth in paragraphs 1 through 155 of this Complaint are realleged and
28 incorporated by reference as if fully set forth herein.

1 157. The conduct of Defendants Chevron Corp., CUSA and MOES 3-50 caused Plaintiffs to be
2 apprehensive that defendants and/or their agents, employees or joint-venturers would subject them to
3 imminent batteries and/or intentional invasions of their rights to be free from offensive and harmful
4 contact, and said conduct demonstrated that Defendants had a present ability to subject Plaintiffs to an
5 immediate, intentional, offensive and harmful touching.

6 158. The acts described herein constitute assault, actionable under the laws of the State of
7 California and Nigeria.

8 **THIRTEENTH CLAIM FOR RELIEF: INTENTIONAL INFLICTION OF**
9 **EMOTIONAL DISTRESS**

10 BY OLA OYINBO AND THE OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY
11 AGAINST DEFENDANT CHEVRON CORP.

12 *BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY*
13 *SUNDAY JOHNBULL IROWARINUN AND THE IROWARINUN CHILDREN AND THE*
14 *IROWARINUN WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANT CHEVRON*
15 *CORP. FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

16 BY OLA OYINBO AND THE OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY
17 AGAINST DEFENDANTS CII AND CUSA

18 *BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY*
19 *SUNDAY JOHNBULL IROWARINUN, THE IROWARINUN CHILDREN, AND THE IROWARINUN*
20 *WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANTS CII AND CUSA FOR*
21 *PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

22 159. The allegations set forth in paragraphs 1 through 158 of this Complaint are realleged and
23 incorporated by reference as if fully set forth herein.

24 160. The acts described herein constitute outrageous conduct against Plaintiffs that was
25 unprotected and without privilege.

26 161. Defendants intended to cause Plaintiffs to suffer emotional distress; engaged in the
27 conduct with reckless disregard of the probability that its conduct would cause Plaintiffs to suffer
28 emotional distress; Plaintiffs were present at the time the outrageous conduct occurred and Defendants

1 knew that Plaintiffs were present.

2 162. Plaintiffs suffered severe emotional distress which was caused by Defendants' outrageous
3 conduct as alleged herein.

4 163. Defendants' outrageous conduct constitutes the intentional infliction of emotional distress
5 and is actionable under the laws of the State of California and Nigeria.

6 **FOURTEENTH CLAIM FOR RELIEF: NEGLIGENT INFLICTION OF**
7 **EMOTIONAL DISTRESS**

8 *BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY*
9 *SUNDAY JOHNBULL IROWARINUN, THE IROWARINUN CHILDREN, THE IROWARINUN*
10 *WIDOWS, OLA OYINBO, AND THE OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY*
11 *AGAINST ALL DEFENDANTS FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

12 164. The allegations set forth in paragraphs 1 through 163 of this Complaint are realleged and
13 incorporated by reference as if fully set forth herein.

14 165. At all relevant times, Defendants owed Plaintiffs a duty to act with reasonable care, and/or
15 injury to Plaintiffs was reasonably foreseeable.

16 166. At all relevant times, Defendants had the power, ability, authority and duty to stop
17 engaging in the wrongful conduct described herein and to intervene to prevent or prohibit such conduct.

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

20 168. Despite said knowledge, power, and duty, Defendants breached their duty to Plaintiffs and
21 negligently failed to act so as to stop engaging in the conduct described herein and to prevent or to
22 prohibit such conduct or to otherwise protect Plaintiffs. To the extent that said negligent conduct was
23 perpetrated by military officials, Defendants confirmed, ratified and participated in said conduct with the
24 knowledge that Plaintiffs' emotional and physical distress would thereby increase and with a wanton and
25 reckless disregard for the deleterious consequences to Plaintiffs.

26 169. Plaintiffs were bystanders and immediately observed the circumstances of the killing and
27 other assaults on family members.

28 170. As a direct and legal result of Defendants' wrongful acts, Plaintiffs have suffered and will

1 continue to suffer significant physical injury, pain and suffering and extreme and severe mental anguish
2 and emotional distress.

3 171. Defendants' conduct constitutes the negligent infliction of emotional distress and is
4 actionable under the laws of the State of California and Nigeria.

5 **FIFTEENTH CLAIM FOR RELIEF: NEGLIGENCE**

6 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY
7 OLA OYINBO, THE OYINBO CHILDREN, THE IROWARINUN CHILDREN, AND THE
8 IROWARINUN WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANT CHEVRON
9 CORP.

10 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST*
11 *DEFENDANT CHEVRON CORP. FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

12 BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY
13 OLA OYINBO, THE OYINBO CHILDREN, THE IROWARINUN CHILDREN, AND THE
14 IROWARINUN WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANTS CII AND
15 CUSA

16 *BY SUNDAY JOHNBULL IROWARINUN IN HIS SURVIVAL CAPACITY AGAINST*
17 *DEFENDANTS CII AND CUSA FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

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

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

24 174. As a result of these acts, Plaintiffs suffered harm including, but not limited to, severe
25 emotional distress. Defendants' conduct constitutes negligence and is actionable under the laws of the
26 State of California, Nigeria, and customary international law, including but not limited to the laws
27 described in paragraph 104.

28 ///

1 **SIXTEENTH CLAIM FOR RELIEF: CIVIL CONSPIRACY**

2 BY OLA OYINBO AND THE OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY
3 AGAINST DEFENDANT CHEVRON CORP.

4 *BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY*
5 *SUNDAY JOHNBULL IROWARINUN, THE IROWARINUN CHILDREN AND THE IROWARINUN*
6 *WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANT CHEVRON CORP. FOR*
7 *PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

8 BY OLA OYINBO AND THE OYINBO CHILDREN IN THEIR SURVIVAL CAPACITY
9 AGAINST DEFENDANTS CII AND CUSA

10 *BY LARRY BOWOTO AND BASSEY JEJE IN THEIR INDIVIDUAL CAPACITY, AND BY*
11 *SUNDAY JOHNBULL IROWARINUN, THE IROWARINUN CHILDREN, AND THE IROWARINUN*
12 *WIDOWS IN THEIR SURVIVAL CAPACITY AGAINST DEFENDANTS CII AND CUSA FOR*
13 *PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

14 175. The allegations set forth in paragraphs 1 through 174 of this Complaint are realleged and
15 incorporated by reference as if fully set forth herein.

16 176. On or about May 25, 1999 and January 4, 1999, Defendants Chevron Corporation,
17 Chevron Investments, CUSA and MOES 3-50, inclusive, and the Nigerian military and/or police
18 knowingly and willfully conspired and agreed among themselves to engage in a military attack on the
19 Plaintiffs on the Parabe Platform in violation of the rights of the Plaintiffs.

20 177. Defendants did the acts and things alleged pursuant to, and in furtherance of, the
21 conspiracy and the above-alleged agreement.

22 178. Defendants furthered the conspiracy by participation with and/or lent aid and
23 encouragement to or ratified and adopted the acts of the Nigerian military and/or police as alleged above.

24 179. [PARAGRAPH REMOVED.]

25 180. As a proximate result of the wrongful acts herein alleged, Plaintiffs have been generally
26 and specially damaged in the loss of life and physical and emotional injuries as alleged above and
27 according to proof.

28 181. Defendants' conduct constitutes civil conspiracy and is actionable under the laws of the

1 State of California and Nigeria.

2 **SEVENTEENTH CLAIM FOR RELIEF: LOSS OF CONSORTIUM**

3 *BY THE IROWARINUN WIDOWS IN THEIR INDIVIDUAL CAPACITY AGAINST ALL*
4 *DEFENDANTS FOR PURPOSE OF PRESERVATION OF THIS CLAIM ONLY*

5 182. The allegations set forth in paragraphs 1 through 181 of this Complaint are realleged and
6 incorporated by reference as if fully set forth herein.

7 183. At all times prior to their deaths, the decedents noted above were faithful, loving and
8 dutiful spouses and parents to the Plaintiffs who are their spouses and children.

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

13 185. Defendants' conduct caused plaintiffs to suffer loss of consortium and is actionable under
14 the laws of the State of California and Nigeria.

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

16 **PRAYER FOR RELIEF**

17 WHEREFORE, each and every Plaintiff prays for judgment against each defendant in excess of
18 \$75,000, as follows:

- 19 (a) for compensatory damages, including general and special damages;
- 20 (b) for punitive damages;
- 21 (c) for costs of suit, attorneys fees and such other relief as the Court deems just and proper.

22 **JURY TRIAL DEMAND**

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

24 DATED: June 5, 2008

Respectfully submitted,

25 EARTHRIGHTS INTERNATIONAL

26 By 
27 Marco Simons

28 Attorneys for Plaintiffs
LARRY BOWOTO, *et al.*