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6 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 IN AND FOR THE COUNTY OF SAN FRANCISCO

9 LARRY BOWOTO, BOLA OYINBO, BASSEY  
10 JEJE, SUNDAY JOHNBULL IROWARINUN,  
11 individually and as Administrator of the Estate of his  
12 deceased brother AROLIKA IROWARINUN,  
13 MARGARET IROWARINUN, ROSELINE  
14 IROWARINUN, MARY IROWARINUN, BOSUWO  
15 SEBI IROWARINUN, ORIOYE LALTU  
16 IROWARINUN, AMINORA JAMES  
17 IROWARINUN, OLORUNWA DANIEL  
18 IROWARIUNUN, GUIASORO IROWARINUN,  
19 JOSEPH SUNDAY IROWARINUN, ADEGORYE  
20 OLORUNTIMJEHUM IROWARINUN,  
21 MONOTUTEGHA IROWARINUN, OLAMISBODE  
22 IROWARINUN, IBIMISAN IROWARINUN,  
23 ADMINISTRATOR OF THE ESTATE OF  
24 SHADRACK, ADMINISTRATOR OF THE ESTATE  
25 OF TIMI OKORU, ADMINISTRATOR OF THE  
26 ESTATE OF KEKEDU LAWRURU,  
27 ADMINISTRATOR OF THE ESTATE OF BRIGHT  
28 PABLOGBA, ADMINISTRATOR OF THE ESTATE  
OF AGBAGBAEDI IKENYAN, on behalf of  
themselves and on behalf of others similarly situated  
and the general public, and ARIS ANAGNOS, on  
behalf of himself and on behalf of all others similarly  
situated and the general public,

Plaintiffs,

v.

CHEVRONTEXACO CORPORATION,  
CHEVRONTEXACO OVERSEAS PETROLEUM  
INC., and ROES 1-50

Defendants.

**CASE NO.: CGC-03-417580**

**CLASS ACTION**

**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

**JURY TRIAL DEMANDED**

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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 ChevronTexaco Corporation (formerly known as Chevron Corporation and referred to  
7 herein as “ChevronTexaco”), and/or defendant ChevronTexaco Overseas Petroleum Inc., (formerly  
8 known as Chevron Overseas Petroleum, Inc., and referred to herein as “CTOP” or “COPI”) both directly  
9 and through their wholly owned subsidiary, Chevron Nigeria Limited (“CNL”) (these three entities  
10 hereinafter collectively referred to as “Chevron”), acted in concert with the Nigerian military and/or  
11 police to plan, order and execute the attacks, including, but not limited to, the direct participation of  
12 Chevron security personnel and equipment in each of the attacks, the payment of funds to the military  
13 and/or police for the attacks and the purchase or lease of equipment and materials, including ammunition,  
14 used in the attacks. The Nigerian Plaintiffs were either summarily executed by the gunfire, seriously  
15 injured by gunfire during the attacks, burned in a fire set during the attack or tortured by the military  
16 and/or police thereafter with the complicity of and/or at the request or suggestion of Chevron.

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

22 3. The abuses alleged herein, including, but not limited to, the murder, threats, battery, and  
23 other acts of torture and further intimidation against the Nigerian Plaintiffs were committed to force the  
24 Nigerian Plaintiffs and others to cease their protests against the damage to their lands and livelihood, to  
25 retaliate for past protests and/or to intimidate any members of the local population that might be  
26 contemplating future protests. These abuses were intended to gain an economic advantage in the U.S.  
27 and California economic market by the continued, uninterrupted exploitation of the Nigerian oil and gas  
28 fields without interference from the protesting neighboring communities, including those of the Nigerian

1 plaintiffs and/or these acts did in fact have that impact.

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

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

### 17 **BACKGROUND**

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

25 7. The grievous harm suffered by the Nigerian Plaintiffs was inflicted by a combination of  
26 Nigerian military and police personnel who were acting at the behest of, and with the support,  
27 cooperation and financial assistance of Defendants ChevronTexaco and/or CTOP, including but not  
28 limited to the presence and participation of Chevron personnel. Chevron and military personnel executed

1 a military attack upon Plaintiffs' peaceful protests at the Parabe oil platform in May, 1998 and then later  
2 attacked the villages of Opia and Ikenyan in January, 1999. By the acts alleged herein, Defendants  
3 caused and were responsible for the deaths of several named Plaintiffs, as well as the shootings and  
4 serious injuries suffered by other named Plaintiffs, in violation of international, federal, California and  
5 Nigeria law.

6 8. The Nigerian Plaintiffs whose claims arise out of the events at Parabe bring this action on  
7 behalf of themselves and as a representative action on behalf of other individuals who were subject to the  
8 attacks at the Parabe platform. The Nigerian Plaintiffs whose claim arise out of the events at Opia and  
9 Ikenyan bring this action on behalf of themselves and as a representative action on behalf of other  
10 individuals who were subject to the attacks at Opia and Ikenyan. Moreover, the Nigerian Plaintiffs bring  
11 this action on behalf of themselves, all others similarly situated and the general public based on Chevron's  
12 false and/or misleading public campaign designed to discredit the Nigerian Plaintiffs' peaceful protests of  
13 Chevron's practices in the Niger Delta, and to maintain or promote the sales of any of its products,  
14 regardless of source, in California.

15 9. Plaintiff Aris Anagnos is California resident. Mr. Anagnos brings this action as a private  
16 attorney general on behalf of a class consisting of all members of the general public of the State of  
17 California.

### 18 **PARTIES**

19 10. Plaintiff Aris Anagnos is a resident of the State of California. He brings the claims alleged  
20 in this Complaint under Cal. Bus. & Prof. Code §§ 17200, *et seq.*, on behalf of himself and all California  
21 residents.

22 11. Plaintiff Larry Bowoto is a resident and citizen of Nigeria.

23 12. Plaintiff Ola Oyinbo, is a resident and citizen of Nigeria who brings this action as  
24 Administrator of the estate of her deceased husband Bola Oyinbo, who was a resident and citizen of  
25 Nigeria.

26 13. Plaintiff Bassey Jeje is a resident and citizen of Nigeria.

27 14. Plaintiff Sunday Johnbull Irowarinun is a resident and citizen of Nigeria who brings this  
28 action as executor of the estate of his brother, Arolika Irowarinun, now deceased, who was a subject,

1 citizen and resident of Nigeria.

2 15. Plaintiff Margaret Irowarinun is a resident and citizen of Nigeria who brings this action  
3 individually as a dependent of Arolika Irowarinun.

4 16. Plaintiff Roseline Irowarinun is a resident and citizen of Nigeria who brings this action  
5 individually as a dependent of Arolika Irowarinun.

6 17. Plaintiff Mary Irowarinun is a resident and citizen of Nigeria who brings this action  
7 individually as a dependent of Arolika Irowarinun.

8 18. Bosuwo Sebi Irowarinun is a resident and citizen of Nigeria who was born in 1996 and  
9 who is a dependent child of Arolika Irowarinun.

10 19. Plaintiff Ori-oye Laltu Irowarinun is a resident and citizen of Nigeria who was born in  
11 1984 and who is a dependent child of Arolika Irowarinun.

12 20. Plaintiff Aminora James Irowarinun is a resident and citizen of Nigeria who was born in  
13 1992 and who is a dependent child of Arolika Irowarinun.

14 21. Plaintiff Olorunwa Daniel Irowarinun is a resident and citizen of Nigeria who was born in  
15 1986 and who is a dependent of Arolika Irowarinun.

16 22. Plaintiff Eniesoro Irowarinun is a resident and citizen of Nigeria who was born in 1984  
17 and who is a dependent child of Arolika Irowarinun.

18 23. Plaintiff Joseph Sunday Irowarinun is a resident and citizen of Nigeria who was born in  
19 1981 and who is a dependent child of Arolika Irowarinun.

20 24. Plaintiff Adegorye Oloruntimjehum Irowarinun is a resident and citizen of Nigeria who  
21 was born in 1981 and who is a dependent child of Arolika Irowarinun.

22 25. Plaintiff Monotutegha Irowarinun is a resident and citizen of Nigeria who was born in  
23 1985 and who is a dependent child of Arolika Irowarinun.

24 26. Plaintiff Olamisbode Irowarinun is a resident and citizen of Nigeria who was born in 1984  
25 and who is a dependent child of Arolika Irowarinun.

26 27. Plaintiff Ibimisan Irowarinun is a resident and citizen of Nigeria who was born in 1997 and  
27 who is a dependent child of Arolika Irowarinun.

28 28. Plaintiff Menekiei Job, who brings this action individually and as Administrator of the

1 estate of SHADRACK OLOKU, is a resident and citizen of Nigeria. SHADRACK OLOKU, now  
2 deceased, was a resident and citizen of Nigeria.

3 29. Plaintiff Benson Edeku, Administrator of the estate of TIMI OKORU, is a resident and  
4 citizen of Nigeria. TIMI OKORU, now deceased, was a subject, citizen and resident of Nigeria.

5 30. Plaintiff Anthony Lawruru, Administrator of the estate of KEKEDU LAWRURU is a  
6 resident and citizen of Nigeria. KEKEDU LAWRURU, now deceased, was a citizen and resident of  
7 Nigeria.

8 31. Plaintiff HENRY BABULOGBA, who brings this action individually and as the  
9 Administrator of the estate of BRIGHT BABULOGBA, is a resident and citizen of Nigeria. BRIGHT  
10 BABULOGBA, now deceased, was a citizen and resident of Nigeria.

11 32. Plaintiff John Ikenyan, Administrator of the estate of AGBAGBAEDI IKENYAN, is a  
12 resident and citizen of Nigeria. AGBAGBAEDI IKENYAN, now deceased, was a citizen and resident of  
13 Nigeria.

14 33. Plaintiff, Robinson Uroupa, Administrator of the estate of BRIPALE UROUPA, is a  
15 resident and citizen of Nigeria. BRIPALE UROUPA, now deceased, was a citizen and resident of  
16 Nigeria.

17 34. Plaintiff, Obele Ignoni, Administrator of the estate of MONIMA OTEE, is a resident and  
18 citizen of Nigeria. MONIMA OTEE, now deceased, was a citizen and resident of Nigeria.

19 35. Plaintiff Rhoda Eferasua is the mother of Ebiere Eferasua, a minor. Both are residents  
20 and citizens of Nigeria.

21 36. Defendant ChevronTexaco 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 ChevronTexaco wholly owns and controls CNL, which operates a joint venture with the Nigerian  
24 Government-owned Nigerian National Petroleum Company (“NNPC”) to exploit oil and gas reserves in  
25 the Niger Delta.

26 37. Defendant CTOP is a Delaware corporation and a wholly-owned subsidiary of  
27 ChevronTexaco. Its corporate headquarters are located in San Ramon, California. At all relevant times,  
28 CTOP wholly owned and controlled CNL. At the time of the Parabe incident, CTOP owned 90% of



1 CNL directly, and owned the other 10% through a wholly-owned subsidiary. At the time of the incidents  
2 at Opia and Ikenyan, CTOP wholly owned CNL through a number of tiers of wholly-owned  
3 intermediaries.

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

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

21 40. At all relevant times, CNL, a wholly owned subsidiary of ChevronTexaco was an alter ego  
22 and/or agent of ChevronTexaco.

23 41. At all relevant times, CNL, a wholly-owed subsidiary of CTOP, was the alter-ego and/or  
24 agent of CTOP. The holders of many positions, including those at the top, in CNL were employees  
25 and/or agents of, and/or were working on assignment from CTOP. Persons were selected by CTOP to  
26 staff top CNL positions and given little if any opportunity to refuse a transfer to CNL, and they were  
27 rotated back to CTOP or another Chevron entity, selected by a ChevronTexaco management selection  
28 committee, at the end of a fixed term with CNL.



1           42.     ChevronTexaco and/or CTOP (a) aided and abetted CNL in the commission of the acts  
2 alleged herein, (b) conspired with CNL to commit the acts alleged herein, and/or (c) ratified the acts of  
3 CNL alleged herein.

4           43.     Whenever and wherever reference is made in this Complaint to any conduct committed by  
5 ChevronTexaco and CTOP and their alter ego and/or agent, CNL, such allegations and references shall  
6 also be deemed to mean the conduct of the ChevronTexaco and CTOP, acting individually, jointly and  
7 severally, through personnel working in the United States and Nigeria for the benefit of ChevronTexaco  
8 and CTOP.

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

13           45.     Whenever and wherever reference is made to individuals who are not named as  
14 Defendants in this Complaint, but who were employees/agents of Defendant ChevronTexaco and/or  
15 CTOP, such individuals at all relevant times acted on behalf of ChevronTexaco and/or CTOP and within  
16 the scope of their respective employments.

#### 17   **JURISDICTION AND VENUE**

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

21           47.     This Court has jurisdiction over ChevronTexaco and CTOP because both of these  
22 defendants have corporate headquarters in California.

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

#### 27   **STATEMENT OF FACTS**

28           49.     The Niger Delta is located in southern Nigeria. Defendant Chevron is the operator of a

1 joint project with the Nigerian government for petroleum extraction, development and export from the  
2 Niger Delta.

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

9 51. Chevron hires "supernumerary" police to protect its installations in Nigeria. These police  
10 are recruited and trained by the Nigerian police force, but are paid for by Chevron and its agents at rates  
11 above those paid by the Nigerian government. The police paid by Defendant Chevron remain  
12 accountable to Nigerian police command structures.

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

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

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

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

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

#### 7 **Parabe Incident, May 1998**

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

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

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

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

1 time the protesters arrived and remained armed and on the platform throughout the time of the incident.

2 60. On May 27, 1998, a meeting was held with Chevron officials on-shore at one of the  
3 communities where some of the protesters lived. An agreement was reached among the Chevron  
4 representatives and the representatives of the protestors that there would be another meeting in the  
5 village on May 29, 1998, if the protestors would agree to leave the platform on May 28, 1998.  
6 Representatives of the protestors carried news of this agreement by boat to the platform on the evening  
7 of May 27, 1998. The protestors were told of the agreement and agreed to leave the following day.  
8 Leaders of the protestors on the platform then met with Chevron personnel on the platform (including the  
9 chief management officer for CNL on the platform) and told them they would voluntarily be leaving the  
10 next day in accordance with the agreement reached in the community.

11 61. Rather than wait to participate in the agreed to meeting or to allow the protesters to leave  
12 the platform peacefully, on or about dawn on May 28, 1998, Chevron called in and used company  
13 personnel to work with the military and/or police to plan a military-style assault with the intent to kill and  
14 seriously wound the unarmed protesters.

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

21 63. Three or four helicopters were used in military formation. The head of security for CNL,  
22 with ChevronTexaco and/or CTOP's approval, knowledge and/or acquiescence, was in one of the  
23 helicopters. Upon arriving at the platform, one helicopter swooped down to the platform helipad. As the  
24 helicopter neared the landing pad, but was still in the air, individuals in the helicopter began firing their  
25 weapons. The individuals inside the helicopter then jumped from the helicopter to the pad and continued  
26 firing as they dispersed on the platform. Two protesters were killed, including Plaintiff AROLIKA  
27 IROWARINUN, and two Plaintiffs were seriously wounded by gunfire, LARRY BOWOTO and  
28 BASSEY JEJE, even though they were always unarmed. One of the Plaintiffs, MR. BOWOTO, was

1 stabbed after he had been shot. None of the protesters attempted to disarm the soldiers.

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

4 65. After the killings on the platform, the Nigerian military and/or police seized Bola Oyinbo  
5 and others. After seizing them, the Nigerian military and/or police held them in inhuman conditions,  
6 including holding them in a commercial container. The military and/or police also tortured Bola Oyinbo,  
7 who was hung by his wrists from a ceiling fan.

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

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

15 67. On or about January 4, 1999, Chevron again planned with military forces to attack  
16 unarmed citizens – this time to destroy two small communities known as Opia and Ikenyan that were  
17 located near its oil and gas activities.

18 68. Plaintiffs are informed and believe that Chevron used company personnel to work with the  
19 military and/or police to plan a military-style assault with the intent to kill and seriously wound the  
20 unarmed citizens of Opia and Ikenyan and to intimidate them by destroying their communities. Chevron  
21 then provided helicopters and/or sea trucks (large boats), along with pilots and other crew members, to  
22 transport its own personnel (including security officials for Chevron) along with the Nigerian military  
23 and/or police to the communities of Opia and Ikenyan.

24 69. First, a Chevron helicopter based at the Escravos military base, which is located within the  
25 Chevron company facility at that location, flew over the community of Opia. The helicopter then flew  
26 away, but its approach drew the community members out of their homes and down to the area near the  
27 waterfront. The helicopter then came back over the community and opened fire on the citizens, killing at  
28 least one person from above, Kekedu Lawruru, and injuring several others. The community members

1 were unarmed and were not engaged in any formal or informal protest actions or any illegal activity at the  
2 time of the attack.

3 70. The Chevron helicopter, flown by Chevron pilots, then flew over to the community of  
4 Ikenyan where people inside the helicopter again opened fire on unarmed citizens from above, killing at  
5 least one person and injuring several others in that community.

6 71. EBIERE EFERASUA, age approximately 7 years, was standing near her grandmother,  
7 BRIPALE UROUPA when the helicopters approached Ikenyan. EBIERE EFERASUA began waving at  
8 the helicopters, that commonly flew over the villages as they conducted their work on behalf of Chevron.  
9 Personnel on the helicopter shot EBIERE EFERASUA, seriously injuring her. Her grandmother,  
10 BRIPALE UROUPA, was shot by personnel in the helicopter in view of her granddaughter. BRIPALE  
11 UROUPA later died as a result of the shooting.

12 72. Approximately thirty minutes later, Chevron sea trucks, containing Chevron personnel as  
13 pilots and shipmates, Chevron security officials and Nigerian military and/or police approached the  
14 community of Opia.

15 73. One of the sea trucks had a machine gun mounted on the front. Near the community of  
16 Opia, the sea trucks encountered TIMI OKORU, who was fishing with several of her children in a small  
17 boat on the waterway. On information and belief, TIMI OKORU was killed in the attack on Opia.

18 74. The sea truck with the machine gun then pulled up to the central waterfront area in Opia  
19 and opened fire on the villagers, injuring several. The soldiers disembarked from the remaining sea  
20 trucks and began shooting at the villagers. They then set fire to the homes of the villagers, destroying  
21 most homes in the village. Shadrack Oloku was also killed at Opia.

22 75. The sea trucks then turned around and approached the neighboring community of  
23 Ikenyan. As they had in Opia, the sea truck with the machine gun mounted on it opened fire in the  
24 central area of the community. Chief Agbagbaedi Ikenyan was shot and killed by personnel in the  
25 Chevron-leased boats in view of Chevron personnel. The soldiers and/or police then disembarked and  
26 continued firing at the community members, who were unarmed. The soldiers and/or police then set fire  
27 to the community, destroying most of the homes and other buildings of the community. Monima Otee  
28 was killed when the building she was in was set on fire by the soldiers and/or police.





1 the Parabe platform at defendants' hands prevented him from protecting and attending to his property.

2 (e) The estates of Shadrack Oloku, Timi Okoru, Kekedu Lawruru, Bright Babulogba,  
3 Agbagbaedi Ikenyan, Monima Otee, and Bripale Uroupa and plaintiffs Menekiei Job Benson Edeku,  
4 Anthony Lawruru, John Ikenyan, and Henry Babulogba suffered the loss of homes, boats, fishing  
5 equipment, and/or their fishing businesses, as a result of the attacks on the villages of Opia and Ikenyan.

6 81. The injuries suffered by each Plaintiff were reasonably foreseeable or anticipated by the  
7 Defendants as the natural consequence of Defendants' acts.

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

9 82. Starting on or before May 28, 1998 and continuing to the present day, Chevron has  
10 engaged in a public campaign to cover up its complicity in the events at Parabe and Opia/Ikenyan and to  
11 malign the Nigerian plaintiffs. Specifically, Chevron has made knowingly, recklessly, and/or negligently  
12 false and/or misleading statements in public about what happened at Parabe and Opia/Ikenyan.

13 Chevron's purpose in making such statements is to maintain sales of their products in California and  
14 around the world.

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

17 84. Such statements have appeared in media in Nigeria, California, and around the world.

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

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

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

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

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

28 e) Category 5: The occupants of the Parabe platform demanded ransom, took hostages and

1 sought to extort money from Defendants.

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

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

6 h) Category 8: The villagers at Opia and Ikenyan demanded ransom and sought to extort  
7 money from Chevron.

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

19 **87.** In a May 28, 1999 *Wall Street Journal* article, circulated in California, Fred Gorell, a  
20 Chevron spokesperson, responded to allegations in a related lawsuit filed in federal court by Plaintiffs in  
21 this action. Mr. Gorell stated: "Contrary to the suit's allegations, [the protesters] were armed with  
22 machetes, knives and clubs . . . ." (Ex. 18).

23 **88.** Chevron's web site continues as of the date of the filing of this Complaint to state that the  
24 Parabe protesters were armed with machetes, knives and clubs. *See*  
25 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>.

26 **89. With respect to Category 2 statements, commencing shortly after the Parabe**  
27 **incident and continuing repeatedly thereafter, Chevron stated that the protesters on the Parabe**  
28 **platform refused to permit Chevron to evacuate Chevron employees on the platform who required**

1 **medical attention.** For example, in a November 20, 1998 press statement regarding Parabe, which was  
2 circulated in California, Chevron stated: “During the seige, some employees fell ill and were denied  
3 access to medical treatment.” (Ex. 7). In a November 23, 1998 letter to the editor of the *San Francisco*  
4 *Chronicle* from George Kirkland, CNL’s Managing Director, Mr. Kirkland stated that Chevron notified  
5 Nigerian law enforcement because Chevron was “[c]oncerned about the well being and even the lives of  
6 the hostages, some of whom needed medical assistance.” (Ex. 8). Mr. Kirkland made the same  
7 statement in a December 3, 1998 letter to the editor of the *San Francisco Bay Guardian*. (Ex. 9). A  
8 February 23, 1999 statement entitled “Human Rights Watch Report - Chevron’s Position” released to the  
9 media under the name of Sola Omole, CNL’s General Manager of Public Affairs, stated that the  
10 protesters “refused to allow helicopters to land to evacuate some of the hostages who had fallen ill.” (Ex.  
11 10).

12 90. Chevron’s web site continues as of the date of the filing of this Complaint to state that  
13 “During the siege, some employees fell ill and were denied access to medical treatment.” See  
14 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>.

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

1 'Take us to that project,' we had obviously no choice but to comply." (Ex. 3). In addition, an October  
2 12, 1998 *Reuters News Service* article, which was circulated in California, states that Chevron denied  
3 "that it had any control over the decision to send in the naval officers and the notorious 'mobile police,'  
4 both with reputations for brutality." (Ex. 4).

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

16 93. Further examples of Category 3 statements include a November 20, 1998 press statement,  
17 which was circulated in California, in which Chevron stated that after they "called law enforcement to  
18 ensure the safety of the hostages," the "law enforcement officials directed Chevron to transport them to  
19 the platform." (Ex. 7). In a November 23, 1998 letter to the editor of the *San Francisco Chronicle* from  
20 George Kirkland, CNL's Managing Director, Mr. Kirkland stated that Chevron was required by the  
21 "Government of Nigeria" to notify law enforcement officers of the Parabe protest. (Ex. 8). Mr. Kirkland  
22 made the same statement in a December 3, 1998 letter to the editor of the *San Francisco Bay Guardian*.  
23 (Ex. 9).

24 94. In a different twist on why Chevron helicopters and pilots were used to attack Parabe,  
25 Chevron stated in a November 19, 1998 *San Francisco Chronicle* article that it brought the soldiers to  
26 Parabe in its helicopters because "only its pilots had the skills to land on the helipad" on the platform.  
27 (Ex. 6). Similarly, on March 17, 1999, Joseph Lorenz, head of COPI's International Relations Group in  
28 San Ramon, California, authorized Chevron employee Jonathan Lifa to send a Portugese translation of a

1 prepared statement to a radio station in Angola. (Ex. 15). The statement included language that  
2 “Because Nigerian law enforcement officials lacked helicopter transportation and the expertise to land on  
3 offshore platforms, Joint Venture helicopters were used to transport officers to the facility.” The March  
4 17, 1999 statement also stated that Chevron “reported the [Parabe] matter to local state government  
5 officials” because it was required to do so “by Nigerian regulations.”

6 95. Chevron made additional Category 3 statements on February 24, 1999, when Mike  
7 Libbey, ChevronTexaco’s head of Corporate Media Relations, stated during a radio interview on KPFA-  
8 FM in Berkeley, California, that Chevron had no involvement with the military in Nigeria when the  
9 Nigerian military and/or police attacked the protesters on the Parabe platform. (Ex. 13).

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

22 97. In response to this criticism, Fred Gorell, a Chevron public relations employee, received  
23 authorization from Joseph Lorenz, head of COPI’s International Relations Group in San Ramon to  
24 change the statement on the web site regarding Parabe to the following: “Because Nigerian law  
25 enforcement officials lacked helicopter transportation and the expertise to land on offshore platforms, law  
26 enforcement officials required that the Joint Venture provide helicopters to transport officers to the  
27 facility.” (Ex. 17). This Category 3 statement still appears on Chevron’s web site as of the date of the  
28 filing of this Complaint. *See*

1 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>.

2 98. With respect to Category 4 statements, commencing shortly after the Parabe  
3 **incident and continuing repeatedly thereafter, Chevron stated that it provided no material**  
4 **support for the attack on Parabe and/or did not pay the Nigerian soldiers involved in the attack.**

5 For example, in a September 30, 1998 radio interview on KPFA-FM in Berkeley, California, Mike  
6 Libbey, ChevronTexaco's Manager of Media Relations, stated: "We do not employ the military," and it is  
7 "not a factual statement" to say that Chevron paid the military who went to the Parabe platform. (Ex. 3).  
8 In an October 12, 1998 *Reuters News Service* article, which was circulated in California, Mr. Libbey  
9 responded to allegations that Chevron paid the military and/or police who shot the protesters on Parabe  
10 by saying: "We categorically deny we paid a dime to any law enforcement representative. As a matter of  
11 Chevron corporate policy, we would not pay any law enforcement agency representative." (Ex. 4). In a  
12 November 23, 1998 letter to the editor of the *San Francisco Chronicle* and again in a December 3, 1998  
13 letter to the editor of the *San Francisco Bay Guardian*, George Kirkland, CNL's Managing Director,  
14 stated that Chevron did not "pay any group to secure the hostages' release." (Exs. 8, 9).

15 99. With respect to Category 5 statements, commencing shortly after the Parabe  
16 **incident and continuing repeatedly thereafter, Chevron stated that the occupants of the Parabe**  
17 **platform demanded ransom, took hostages and sought to extort money from Defendants.** For  
18 example, in a November 20, 1998 press statement, which was circulated in California, Chevron stated  
19 that the protesters took the platform employees hostage and "demanded ransom and other payments from  
20 Chevron management." (Ex. 7). A February 23, 1999 statement entitled "Human Rights Watch Report -  
21 Chevron's Position" released to the media and circulated in California under the name of Sola Omole,  
22 CNL's General Manager of Public Affairs, stated that the protesters "demanded additional employment  
23 and ransom from Chevron." (Ex. 10). This statement was quoted in a March 4, 1999 article in *Punch*, a  
24 Nigerian newspaper. (Ex. 14). In the March 17, 1999 statement that Chevron sent to a radio station in  
25 Angola, Chevron stated that the protesters "demanded ransom, payment of expenses, and jobs in  
26 exchange for the release of approximately 200 Chevron employees and contractors held hostage." (Ex.  
27 15)

28 100. Chevron's web site continues as of the date of the filing of this Complaint to state that the

1 Parabe protesters “demanded ransom and other payments from Chevron management.” See  
2 <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>.

3 101. With respect to Category 6 statements, commencing shortly after the Parabe  
4 incident and continuing repeatedly thereafter, Chevron stated that the occupants of the Parabe  
5 platform provoked the violence by threatening or attacking the soldiers and/or attempting to seize  
6 their weapons. For example, in a May 28, 1998 news wire story, a Chevron spokeswoman is reported  
7 as stating that “shots were fired after the protesters attacked the police.” (Ex. 1). In an October 12,  
8 1998 *Reuters News Service* article, circulated in California, Mike Libbey, ChevronTexaco’s Manager of  
9 Media Relations, stated that “When the police arrived . . . the description of what happened is that  
10 protesters instigated a melee by throwing everything they could get their hands on. Police fired teargas;  
11 in the confusion, protesters grabbed a gun from police and then the shooting started.” (Ex. 4). A  
12 November 19, 1998 *San Francisco Chronicle* article quoted CNL’s Managing Director, George  
13 Kirkland, as stating that “some of the youths attacked the officers and attempted to disarm one of them.  
14 In the ensuing scuffle, two of the youths, regrettably, died, while another was injured.” (Ex. 6). In a  
15 November 23, 1998 letter to the editor of the *San Francisco Chronicle*, Mr. Kirkland stated that “two  
16 lives were lost at Parabe only after hostage takers tried to seize a gun from a law enforcement officer.”  
17 (Ex. 8).

18 102. Chevron’s Category 6 statements also appeared in a February 23, 1999 statement entitled  
19 “Human Rights Watch Report - Chevron’s Position” released to the media under the name of Sola  
20 Omole, CNL’s General Manager of Public Affairs (Ex. 10) (“One of those holding the hostages . . .  
21 attempted to seize a weapon from one of the officers, leading to a scuffle . . .”), and in a March 4, 1999  
22 article in *Punch*, a Nigerian newspaper (Ex. 14). In addition, in the March 17, 1999 statement that  
23 Chevron sent to a radio station in Angola, Chevron stated that “In the process of rescuing the hostages,  
24 law enforcement officials were attacked by [the protesters]. In the scuffle, two men died from gunshot  
25 wounds and one was injured.” (Ex. 15)

26 103. Chevron’s web site continues as of the date of the filing of this Complaint to state that  
27 when law enforcement arrived on the platform, “[a] protester attempted to seize a weapon of one of the  
28 officers, leading to a scuffle, during which two of the kidnapers died of gunshot wounds and another



1 was injured.” See <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/statement.shtml>.

2 104. With respect to Category 7 statements, commencing shortly after the Opia and  
3 **Ikenyan incidents and continuing repeatedly thereafter, Chevron stated that Chevron had no**  
4 **involvement in the attacks on Opia and Ikenyan and that no Chevron equipment was used in the**  
5 **attacks on Opia and Ikenyan.** Specifically, Chevron used the following false and/or misleading story  
6 over and over again in the media: “It has been inaccurately reported that Chevron helicopters were used  
7 during alleged incidents involving the communities of Opia and Ikenyan. Chevron does not own  
8 helicopters or boats. The company operates a joint venture partnership with the Nigerian National  
9 Petroleum Company, a wholly owned Nigerian Government company, which has a 60-percent majority  
10 interest in the Joint Venture. The Joint Venture leases helicopters and boats for exploration and  
11 production operations. As the majority partner, the government has the right to and does on occasion  
12 make use of the joint venture’s leased equipment for purposes they deem necessary. Chevron has no  
13 involvement whatsoever in this activity.” This statement first appeared on or about February 2, 1999 on  
14 Chevron’s web site, and is still posted on Chevron’s web site as of the date of the filing of this complaint.  
15 See <http://www.chevron.com/about/currentissues/nigeria%5Fparabe/commitment.shtml>.

16 105. Chevron disseminated a variation of the above-quoted statement in a February 23, 1999  
17 statement entitled “Human Rights Watch Report - Chevron’s Position” released to the media and  
18 circulated in California under the name of Sola Omole, CNL’s General Manager of Public Affairs. (Ex.  
19 10).

20 106. A February 23, 1999 *Reuters* article, which was circulated in California, quotes a Chevron  
21 spokeswoman as saying: “We do not own any helicopters, we do not own any boats over there. They are  
22 contracted to do work for us.” The spokeswoman “add[ed] that Chevron was the minority partner with a  
23 40 percent stake in its joint venture with the state-owned Nigerian National Petroleum Co. (NNPC),  
24 which owns 60 percent. ‘So, obviously, as a majority partner, the government has a right to use the lease  
25 agreements,’ the spokeswoman said.” (Ex. 11). Similarly, in a February 24, 1999 *Los Angeles Times*  
26 article, Chevron spokesperson Fred Gorell is quoted as saying that “Chevron owns no helicopters or  
27 boats in Nigeria. . . . That equipment is owned by a joint venture with the Nigerian government in which  
28 Chevron is the minority partner. . . . Chevron is not consulted about the use of such equipment.” The

1 article then quotes Gorell as saying, “The bottom line of it all is Chevron has not been involved or  
2 connected to any internal police activities in Nigeria.” (Ex. 12).

3 107. Also on February 24, 1999, Mike Libbey, ChevronTexaco’s head of Corporate Media  
4 Relations in New York, stated during a radio interview on KPFA-FM in Berkeley, California, in response  
5 to a question about Chevron’s involvement in the attack on Opia and Ikenyan, that “Chevron has no  
6 involvement in, or connection to, any internal police activities in Nigeria. And any suggestion to the  
7 contrary is based on misinformation.” (Ex. 13). On March 1, 1999, Chevron sent out a statement to  
8 foreign journalists and to Nigerian newspapers. On information and belief, the statement sent out to  
9 foreign journalists and Nigerian newspapers on March 1, 1999 was the document entitled “Human Rights  
10 Watch Report - Chevron’s Position” released to the media and circulated in California under the name of  
11 Sola Omole, CNL’s General Manager of Public Affairs. (Ex. 10). On March 4, 1999, an article in  
12 *Punch*, a Nigerian newspaper, repeated Chevron’s denial about its involvement in the events at Opia and  
13 Ikenyan. (Ex. 14).

14 108. The March 17, 1999 statement that Mr. Lorenz authorized Chevron employee Jonathan  
15 Lifa to send to a radio station in Angola also includes the Category 7 statement quoted above in  
16 paragraph 104. (Ex. 15).

17 109. **With respect to Category 8 statements, commencing shortly after the Opia and**  
18 **Ikenyan incidents and continuing repeatedly thereafter, Chevron stated that the villagers at Opia**  
19 **and Ikenyan demanded ransom and sought to extort money from Chevron.** For example, a  
20 February 23, 1999 statement entitled “Human Rights Watch Report - Chevron’s Position,” released to  
21 the media and circulated in California under the name of Sola Omole, CNL’s General Manager of Public  
22 Affairs, stated that “[o]n January 3, 1999, a group of Ijaw youths from the fishing camps of Opia and  
23 Ikenya approached the military security guarding the Searex 4 rig and attempted to extort money by  
24 threatening to vandalise the rig.” (Ex. 10). This statement was reported in a March 3, 1999 article in  
25 *Punch*, a Nigerian newspaper. (Ex. 14), and was also a part of the March 17, 1999 statement that Mr.  
26 Lorenz authorized Chevron employee Jonathan Lifa to send to a radio station in Angola. (Ex. 15).

### 27 GENERAL ALLEGATIONS

28 110. At all times relevant hereto, the Nigerian military and/or police were acting in concert and

1 conspiracy with, at the request of and/or for the benefit of Chevron, and were acting as defendants'  
2 agent. The acts of conspiracy between and among Chevron and the Nigerian military and/or police.  
3 include, but are not limited to, the following:

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

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

25 112. In doing the things herein alleged, defendants acted willfully and in a wanton, malicious  
26 and oppressive manner, with the intent to cause injuries to the Plaintiffs. Defendants were therefore  
27 guilty of malice and/or oppression in conscious disregard of Plaintiffs’ rights.

28 113. The acts and injuries to Plaintiffs and their next-of-kin described herein were part of a

1 pattern and practice of systematic human rights violations requested, paid, confirmed and/or ratified by  
2 Defendants and/or their agents and/or committed in conspiracy with the Nigerian military and/or police.  
3 The goal of these actions was, among others, to deter lawful speech activity and association of Nigerian  
4 citizens in protest of Chevron's activities in the Niger Delta.

5 114. CTOP ratified the attacks at Parabe, Opia and Ikenyan by continuing to rely on the  
6 military and/or police for security after the attacks.

7 115. ChevronTexaco, CTOP, and CNL aided and abetted and/or ratified the attacks on Parabe,  
8 Opia and Ikenyan by, *inter alia*, knowingly providing substantial assistance and/or encouragement to the  
9 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 Parabe, ChevronTexaco, CTOP, and  
13 CNL provided substantial encouragement to the military and/or police to commit further abuses,  
14 including those at Opia and Ikenyan, for CTOP and ChevronTexaco's benefit, by demonstrating that  
15 CTOP and ChevronTexaco would stand by the military and/or police in the court of public opinion if it  
16 committed such further abuses.

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

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

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

1 Punishment, G.A. Res. 39/46, 39 U.N. Doc., GAOR Supp. (No. 51) at 1100, U.N.  
2 Doc. A/39/51 (1984);

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

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

8 118. 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 CLASS ACTION ALLEGATIONS

11 119. This action alleges two distinct claims based on Business & Prof. Code §§ 17200, *et seq.*  
12 The first § 17200 claim alleges that Defendants engaged and will continue to engage in unfair competition  
13 by producing oil and gas through the perpetration of human rights abuses alleged herein against the  
14 Nigerian Plaintiffs and other members of their communities. The second § 17200 claim alleges that  
15 Defendants engaged and will continue to engage in unfair competition by lying to and misleading the  
16 public about the events described herein and their role in those events.

17 120. Both § 17200 claims are brought in a personal and in a representative capacity by the  
18 Nigerian Plaintiffs. The Plaintiffs whose claims arise out of the events at Parabe represent all others  
19 injured at Parabe, while the Plaintiffs whose claims arise out of Opia and Ikenyan represent all others  
20 injured at Opia and Ikenyan. Both § 17200 claims are also brought on behalf of a class of California  
21 residents and the general public within the State of California, who are represented by Plaintiff Aris  
22 Anagnos. This Complaint shall refer to such class as the “California class.”

23 121. The exact number of class members in the California class is unknown, but it is estimated  
24 that the class includes millions of people. The California class is so numerous that the joinder of  
25 individual members is impracticable.

26 122. The California class members present a common set of facts and circumstances and  
27 common questions of law.

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

a) whether Defendants, their agents, alter-egos, co-conspirators and/or co-venturers  
committed, participated in, aided and abetted and/or ratified human rights abuses at Parabe, Opia and

1 Ikenyan in furtherance of their oil and gas related projects in Nigeria;

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

5 c) whether Chevron engaged in a knowingly, recklessly and/or negligently false  
6 and/or misleading publicity campaign to malign the Nigerian plaintiffs, hide the truth about what actually  
7 happened at Parabe, Opia and Ikenyan and/or cover up their complicity in the human rights violations  
8 alleged herein and thereby to maintain and defend sales of their product in California; and

9 d) whether Chevron's practices of lying to and/or misleading consumers about the  
10 circumstances under which its product is produced constitutes an unfair business practice within the  
11 meaning of Cal. Bus. & Prof. Code § 17200.

12 124. The claims of Plaintiff Aris Anagnos is typical of the claims of the California class.

13 125. Plaintiff Aris Anagnos is able to, and will, fairly and adequately protect the interests of the  
14 California class.

15 126. Plaintiffs' attorneys are experienced in human rights litigation and in class action litigation  
16 and will fairly and adequately represent the interests of each class.

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

22 **FIRST CAUSE OF ACTION**

23 BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS

24 (Violation of Business & Professions Code § 17200)

25 128. The allegations set forth in paragraphs 1 through 127 of this Complaint are realleged and  
26 incorporated by reference as if fully set forth herein.

27 129. Pursuant to Business and Professions Code § 17204, the Nigerian Plaintiffs who were  
28 injured at Parabe bring this cause of action on behalf of themselves and on behalf of other individuals who

1 were injured at the Parabe platform; the Nigerian Plaintiffs who were injured at Opia and Ikenyan bring  
2 this cause of action on behalf of themselves and on behalf of other individuals who were injured at Opia  
3 and Ikenyan. Plaintiff Aris Anagnos brings this cause of action as a private attorney general on behalf of  
4 California residents and on behalf of the general public. The conduct of Defendants ChevronTexaco and  
5 CTOP as alleged herein has been and continues to be deleterious to Plaintiffs and the general public, and  
6 Plaintiffs are seeking to enforce important rights affecting the public interest within the meaning of Code  
7 of Civil Procedure §1021.5.

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

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

15 132. The acts described herein constitute unfair business practices in violation of the State of  
16 California Business & Professions Code §§ 17200, *et seq.*

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

## 20 **SECOND CAUSE OF ACTION**

21 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

22 (Violation of Business & Professions Code § 17200)

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

25 135. Plaintiffs bring this cause of action on behalf of themselves, others similarly situated and  
26 the general public, pursuant to Business and Professions Code §17204. The conduct of Defendants  
27 ChevronTexaco and CTOP as alleged herein has been and continues to be deleterious to Plaintiffs and the  
28 general public, and Plaintiffs are seeking to enforce important rights affecting the public interest within



1 the meaning of Code of Civil Procedure §1021.5.

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

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

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

28 139. Defendants' false and/or misleading statements creates an unfair business advantage over

1 competitors and harms consumers within the State of California and the United States.

2 140. The acts described herein constitute unfair business practices in violation of the State of  
3 California Business & Professions Code §§ 17200, *et seq.*

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

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

10 **PRAYER FOR RELIEF**

11 WHEREFORE, each and every Plaintiff prays for judgment against each Defendant as follows:

- 12 (a) for injunctive and declaratory relief as this Court deems appropriate;  
13 (b) for disgorgement of profits;  
14 (c) for restitution; and  
15 (d) for costs of suit, attorneys fees and such other relief as the Court deems just and proper.

16 **JURY TRIAL DEMAND**

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

18  
19 Dated: February 20, 2003

Respectfully submitted,

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21  
22 By \_\_\_\_\_  
23 Lauren Teukolsky  
24 Attorney for Plaintiffs  
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