

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

JOHN DOE I, Village A, Aceh, Indonesia, )  
JOHN DOE II, Village, B, Aceh, Indonesia, )  
JOHN DOE III, Village C, Aceh, Indonesia, )  
JOHN DOE IV, Village D, Aceh, Indonesia, )  
JOHN DOE V, Village E, Aceh, Indonesia, )  
JOHN DOE VI, Village F, Aceh, Indonesia, )  
JOHN DOE VII, Village G, Aceh, Indonesia, ) Civil Action No. 01-1357 (LFO)  
JANE DOE I, Village H, Aceh, Indonesia, )  
JANE DOE II, individually and as )  
Administratrix of her deceased husband's estate, )  
Village I, Aceh, Indonesia, JANE DOE III, individually )  
and as Administratrix of her deceased husband's estate, )  
Village J, Aceh Indonesia, and JANE DOE IV, )  
individually and as Administratrix of her deceased )  
husband's estate, Village K, Aceh, Indonesia, )  
)  
Plaintiffs, )  
)  
vs. )  
)  
EXXONMOBIL CORPORATION, 5959 Las Colinas )  
Boulevard, Irving, Texas, 75039-2298, EXXONMOBIL )  
OIL INDONESIA INC., c/o ExxonMobil Corp., 5959 )  
Las Colinas Boulevard, Irving, Texas, 75039-2298, )  
MOBIL CORPORATION, c/o ExxonMobil Corp., )  
5959 Las Colinas Boulevard, )  
Irving, Texas, 75039-2298, and )  
MOBIL OIL CORPORATION, )  
c/o ExxonMobil Corp., 5959 Las Colinas Boulevard, )  
Irving, Texas, 75039-2298, )  
)  
Defendants. )  
)

**FIRST AMENDED COMPLAINT FOR EQUITABLE RELIEF  
AND DAMAGES**

## COMPLAINT

### **I. INTRODUCTION – NATURE OF THE ACTION**

1. Plaintiffs John Doe I, John Doe II, John Doe III, John Doe IV, John Doe V, John Doe VI, John Doe VII, Jane Doe I, Jane Doe II, Jane Doe III, and Jane Doe IV, (hereafter referred to as “Plaintiffs” unless otherwise specified), on behalf of themselves and, with respect to Jane Doe II, Jane Doe III, and Jane Doe IV, as Administratrices of the estates of John Doe VIII, John Doe IX and John Doe X, their deceased husbands, bring this Complaint for equitable relief and for damages to remedy the injury they have suffered and continue to suffer from conduct inflicted by members of the Indonesian military retained by Defendants ExxonMobil Corporation, ExxonMobil Oil Indonesia Inc., Mobil Corporation, and Mobil Oil (hereafter collectively referred to as “Defendants” unless otherwise specified) to provide security services.<sup>1</sup>

2. This is an action for declaratory judgment pursuant to the Declaratory Judgments Act, 28 U.S.C. § 2201, *et seq.*, as well as for compensatory and punitive damages, and injunctive relief. The claims in this action arise from Defendants’ conduct in connection with the operation of their natural gas extraction and processing facilities in Aceh Province, Indonesia. Plaintiffs have been subjected to serious abuses, including murder, torture, sexual violence, and kidnapping in violation of the statutes and common law of the various states of the United States, including the District of Columbia, and Indonesian law.

3. Plaintiffs do not have access to an independent or functioning legal system within Indonesia to raise their complaints. Further, if they complain to the military authorities, they would face certain retribution and punishment from these authorities. Plaintiffs have pursued the

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<sup>1/</sup> Solely to preserve their rights on appeal, Plaintiffs incorporate into this Amended Complaint the claims in the original complaint that were dismissed by the Court.

claims set forth herein within a reasonable time of learning of the prospect for bringing an action in the United States courts.

## **II. JURISDICTION AND VENUE**

4. Subject matter jurisdiction exists under 28 U.S.C. § 1332 (a)(2), diversity jurisdiction, as Plaintiffs are citizens of a foreign state while the Defendants are citizens of the United States and the amount in controversy exceeds \$75,000. Personal jurisdiction over Defendants is based on D.C. Code § 13-423 (2001).

5. Venue properly lies in this Judicial District pursuant to 28 U.S.C. § 1391(b) and (c)).

## **III. PARTIES**

### **Plaintiffs**

6. Plaintiff John Doe I was a citizen of Aceh Province, Indonesia and resided in Village A.<sup>2</sup> He brings this action for equitable relief and for damages on behalf of himself to remedy the injuries to his person caused by the wrongful conduct of Defendants, their joint venture partners, and/or their agents, as described more fully herein, and to prevent future harm from occurring. He feared for his life and the lives of his fellow villagers if he were to disclose his identity and the identity of their village. Nevertheless, John Doe I agreed to provide such disclosures in accordance with the terms of an appropriate confidentiality order. John Doe I is survived by his next-of-kin.

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<sup>2/</sup> Since the filing of Plaintiffs' original Complaint, Plaintiffs' attorneys have received information that two of the Plaintiffs, John Doe I and John Doe III, have died since the case was commenced, as a result of what Plaintiffs' allege are further abuses. At this time, however, due to difficulties related to travel in Aceh, Plaintiffs have not yet been able to ascertain the information required to substitute appropriate parties to assert the claims of John Doe I and John Doe III, which were alleged in the initial Complaint. While Plaintiffs have re-asserted those claims on behalf of John Doe I and John Doe III to ensure the preservation of the claims, as soon as Plaintiffs' attorneys are able to ascertain the necessary information to do so, they will move for leave to substitute appropriate plaintiffs.

7. Plaintiff John Doe II is a citizen of Aceh Province, Indonesia and resides in Village B. He brings this action for equitable relief and for damages on behalf of himself to remedy the injuries to his person caused by the wrongful conduct of Defendants, their joint venture partners, and/or their agents, as described more fully herein, and to prevent future harm from occurring. He fears for his life and the lives of his fellow villagers if he were to disclose his identity and the identity of his village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality order.

8. Plaintiff John Doe III<sup>3</sup> was a citizen of Aceh Province, Indonesia and resided in Village C. He brings this action for equitable relief and for damages on behalf of himself to remedy the injuries to his person caused by the wrongful conduct of Defendants, their joint venture partners, and/or their agents, as described more fully herein, and to prevent future harm from occurring. He feared for his life and the lives of his fellow villagers if he were to disclose his identity and the identity of their village. Nevertheless, John Doe III agreed to provide such disclosures in accordance with the terms of an appropriate confidentiality order. John Doe III is survived by his next-of-kin.

9. Plaintiff John Doe IV is a citizen of Aceh Province, Indonesia and resides in Village D. He brings this action for equitable relief and for damages on behalf of himself to remedy the injuries to his person caused by the wrongful conduct of Defendants, their joint venture partners, and/or their agents, as described more fully herein, and to prevent future harm from occurring. He fears for his life and the lives of his fellow villagers if he were to disclose his identity and the identity of his village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality order.

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<sup>3/</sup> See footnote 2, *supra*.

10. Plaintiff John Doe V is a citizen of Aceh Province, Indonesia and resides in Village E. He brings this action for equitable relief and for damages on behalf of himself to remedy the injuries to his property caused by the wrongful conduct of Defendants, their joint venture partners, and/or their agents, as described more fully herein, and to prevent future harm from occurring. He fears for his life and the lives of his fellow villagers if he were to disclose his identity and the identity of his village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality order.

11. Plaintiff John Doe VI is a citizen of Aceh Province, Indonesia and resides in Village F. He brings this action for equitable relief and for damages on behalf of himself to remedy the injuries to his person caused by the wrongful conduct of Defendants, their joint venture partners, and/or their agents, as described more fully herein, and to prevent future harm from occurring. He fears for his life and the lives of his fellow villagers if he were to disclose his identity and the identity of his village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality order.

12. Plaintiff John Doe VII is a citizen of Aceh Province, Indonesia and resides in Village G. He brings this action for equitable relief and for damages on behalf of himself to remedy the injuries to his person caused by the wrongful conduct of Defendants, their joint venture partners, and/or their agents, as described more fully herein, and to prevent future harm from occurring. He fears for his life and the lives of his fellow villagers if he were to disclose his identity and the identity of his village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality order.

13. Plaintiff Jane Doe I is a citizen of Aceh Province, Indonesia and resides in Village H. She brings this action on behalf of herself to remedy the injuries to her person caused by the

wrongful conduct of Defendants and Defendants' joint venture partners and/or their agents, and to prevent future harm from occurring, as more fully set forth herein. She fears for her life and the lives of her fellow villagers if she were to disclose her identity and the identity of her village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality or order.

14. Plaintiff Jane Doe II is a citizen of Aceh Province, Indonesia and resides in Village I. Her husband, John Doe VIII, was murdered by the wrongful acts of Defendants, their joint venture partners, and/or their agents as described more fully herein. She serves as the Administratrix of her deceased husband's estate. She brings this action for equitable relief and for damages on behalf of herself, and as Administratrix of her deceased husband's estate, to remedy injuries caused by the wrongful conduct of Defendants, and to prevent future harm from occurring, as more fully set forth herein. She fears for her life and the lives of her fellow villagers if she were to disclose her identity and the identity of her village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality order.

15. Plaintiff Jane Doe III is a citizen of Aceh Province, Indonesia and resides in Village J. Her husband, John Doe IX, was "disappeared" by security forces employed by Defendants, and, based on information and belief, is presumed to have been murdered by the wrongful conduct of Defendants, their joint venture partners, and/or their agents as described more fully herein. She brings this action for equitable relief and for damages on behalf of herself, and as Administratrix of her deceased husband's estate, to remedy injuries caused by the wrongful conduct of Defendants, as more fully set forth herein, and to prevent future harm from occurring. She fears for her life and the lives of her fellow villagers if she were to disclose her

identity and the identity of her village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality agreement or order.

16. Plaintiff Jane Doe IV is a citizen of Aceh Province, Indonesia and resides in Village K. Her husband, John Doe X, was murdered by the wrongful acts of Defendants, their joint venture partners, and/or their agents as described more fully herein. She brings this action for equitable relief and for damages on behalf of herself, and as Administratrix of her deceased husband's estate, to remedy injuries caused by the wrongful conduct of Defendants, as more fully set forth herein, and to prevent future harm from occurring. She fears for her life and the lives of her fellow villagers if she were to disclose her identity and the identity of her village, but will nevertheless provide such disclosures in accordance with the terms of an appropriate confidentiality order.

#### **Defendants**

17. Defendant ExxonMobil Corporation ("ExxonMobil Corp.") is a New Jersey corporation with its principal place of business in Texas doing business and authorized to do business in the District of Columbia. ExxonMobil Corp. maintains numerous places of business within the District of Columbia, including a major office at 2001 Pennsylvania Avenue, N.W. ExxonMobil Corp. was created on November 30, 1999 through the merger of Exxon Corporation and Mobil Corporation, and is the successor in interest to all assets and liabilities previously belonging to the merged entities, including all of their subsidiaries and affiliates. As a result of the merger, Mobil Corporation merged into Exxon Corporation, which then changed its name to ExxonMobil Corporation. Mobil Corporation became a wholly-owned subsidiary of ExxonMobil Corporation. ExxonMobil Corp. is now listed as the largest publicly held American

corporation in the world by the magazine *Fortune*. In calendar year 2000, ExxonMobil Corp. reported the world's largest corporate profits, a feat it has since repeated.

18. The principal business of ExxonMobil Corp. and its divisions and affiliates is energy, involving exploration for, and production of, crude oil and natural gas, manufacturing of petroleum products and transportation and sale of crude oil, natural gas and petroleum products.

19. Defendant ExxonMobil Corp. is directly, and indirectly through various wholly-owned subsidiaries and divisions, engaged in the marketing and distribution of petroleum products throughout the District of Columbia. Among its activities within the District of Columbia, ExxonMobil Corp. sells marine and automotive fuel products to vendors, including service station dealers; conducts business with and through various product and retail service distributors; solicits and advertises its own credit and debit cards; and regularly contracts with the Washington Post and other publications for the publication of opinion editorials promoting its business interests. In addition, from its place of business at 2001 Pennsylvania Avenue, N.W., ExxonMobil Corp. engages in activities to further its business interests through interactions with Members of Congress and the Executive Branch, and various regulatory agencies of the United States government. ExxonMobil Corp. also employs numerous employees and contractors within the District of Columbia to perform lobbying, public relations, advertising, and other business promotion activities. Furthermore, ExxonMobil has numerous shareholders, including institutional investors, who reside in the District of Columbia.

20. Defendant Mobil Corporation ("Mobil Corp.") is a Delaware corporation with its principal place of business in Texas. Mobil Corp. is a wholly-owned subsidiary of Defendant ExxonMobil Corp. since the completion of its merger with the Exxon Corporation on November

30, 1999. Prior to its merger with the Exxon Corporation, Mobil Corp.'s principal place of business was in New York and later in Virginia.

21. Mobil Corp. was incorporated in Delaware in 1976, and conducted its business primarily through its wholly-owned subsidiaries, including Defendant Mobil Oil Corporation ("Mobil Oil"), which is incorporated in New York and has its principal place of business in Texas. Prior to Mobil Corp.'s 1999 merger with the Exxon Corporation, Mobil Oil had its principal place of business in New York and later in Virginia. Mobil Oil is, and has been since 1999, a wholly-owned subsidiary of ExxonMobil Corp.

22. As a wholly-owned subsidiary and/or affiliate company of Defendant ExxonMobil Corp., Defendant Mobil Oil is doing business and is authorized to do business in the District of Columbia, both on its own behalf and through its position as a wholly-owned subsidiary and/or affiliate company of Defendant ExxonMobil Corp. Upon information and belief, Defendant Mobil Oil is engaged in the marketing and distribution of petroleum products throughout the District of Columbia, and, among its activities, sells automotive gasoline and other products to service station dealers as well as leasing service stations to dealers under retail service-station leases and sales agreements using the trademarked name "Mobil."

23. Defendant ExxonMobil Oil Indonesia, Inc. ("EMOI") is a Delaware corporation, with, upon information and belief, its principal place of business in Indonesia. According to the most current corporate registration information on record with the Delaware Secretary of State, Division of Corporations, EMOI is domiciled in the state of Delaware. EMOI is a wholly-owned subsidiary of ExxonMobil Corp. EMOI is the successor entity to Mobil Oil Indonesia, Inc. ("MOI"), which was a Delaware corporation originally incorporated in 1967 by Defendant Mobil Oil or another of Defendant Mobil's wholly-owned subsidiaries for the purpose of exploring,

exploiting and developing oil and natural gas located in the Arun area of the Aceh Province, located in Northern Sumatra, Indonesia. Upon information and belief, MOI's principal place of business was located in Indonesia. As of November 30, 1999, MOI became a wholly-owned subsidiary of Defendant ExxonMobil Corp. MOI's name was changed to ExxonMobil Oil Indonesia, Inc. (EMOI) in 2000.

24. Upon information and belief, Defendant ExxonMobil Corp. and its predecessors in interest, for the purpose of attempting to shield themselves from liability or responsibility from wrongful acts committed in furtherance of their natural gas activities in Indonesia's Aceh Province, created, or caused to have created, several wholly-owned subsidiaries, divisions and/or affiliated companies. These entities include, but are not limited to, Mobil Oil Exploration & Producing Southeast, Inc. and Mobil Exploration Indonesia Inc. and referred to herein as the "Other EXMOB Companies."

**Defendants' Centralized Structure and Decision-Making  
In the United States**

25. Upon information and belief, ExxonMobil Corp. and EMOI management decisions related to Indonesia are centralized and made in the United States.

26. More specifically, ExxonMobil Corporation is the largest publicly owned company in the world. It is a U.S. corporation whose stock is traded on the New York Stock Exchange. Profits from the operations of ExxonMobil Corp. and its affiliates and subsidiaries in Indonesia are reported by, and thus accrue to, ExxonMobil Corp. and its shareholders.

27. Since its incorporation in 1967, MOI, the predecessor to EMOI, held its Board of Directors meetings in New York at 150 East 42<sup>nd</sup> St, New York, New York, in a building known as the Socony-Mobil Building. Upon information and belief, MOI Board meetings, including

those at which important decisions related to Indonesia and the retention of military members as security personnel were made, were held at this location in New York.

28. The by-laws of MOI required that all meetings of the stockholders be held at MOI's office in New York City except as otherwise directed by the Board of Directors. Upon information and belief, all MOI shareholder meetings were held in New York City.

29. ExxonMobil Corp., including through principals acting out of ExxonMobil Corp.'s headquarters in Irving, Texas, sets policy for and on behalf of all ExxonMobil Corp. entities, including but not limited to EMOI, including as follows:

- (a) Since the early 1990's, ExxonMobil Corp. put in place a comprehensive program known as the "Operations Integrity Management System" ("OIMS"), which provides for centralized policies on social issues that are formulated and enforced from ExxonMobil Corp.'s corporate headquarters in Irving, Texas. Defendant ExxonMobil Corp. applies OIMS throughout all of ExxonMobil Corp., including all of its subsidiaries and affiliates.<sup>4</sup> ExxonMobil Corp.'s public documents state that OIMS is "ExxonMobil-wide"<sup>5</sup> and "used by every ExxonMobil-operated facility"<sup>6</sup> in all of the over 200 countries where ExxonMobil Corp. operates, including in its upstream exploration activities.<sup>7</sup> ExxonMobil Corp.'s OIMS has been

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<sup>4</sup> See "Meeting Environmental Expectations," ExxonMobil document, available at: [www.exxonmobil.com/Corporate/Files/Corporate/enviroenglish.pdf](http://www.exxonmobil.com/Corporate/Files/Corporate/enviroenglish.pdf) (referring to the application of OIMS "not only to Exxon Mobil Corp. or to one of its divisions but collectively to all of the companies affiliated with ExxonMobil Corporation or to any one or more of them.")

<sup>5</sup> See "Operations Integrity Management System (OIMS)", available at: [www.exxonmobilchemical.com/public\\_pa/WorldwideEnglish/CorpCitizenship/Com](http://www.exxonmobilchemical.com/public_pa/WorldwideEnglish/CorpCitizenship/Com).

<sup>6</sup> See "IFC Safeguard Policies, ExxonMobil Consultation Comments," April 29, 2005, available at: [www.ifc.org/IFCExt/SafeGuardDocs.Nsf/0/2b158426a6f1501885256ff2006b3920/\\$FILE/IFC%20Safegard%20Policies%20-%20ExxonMobil%20comments%20Apr%2029.%2005.doc](http://www.ifc.org/IFCExt/SafeGuardDocs.Nsf/0/2b158426a6f1501885256ff2006b3920/$FILE/IFC%20Safegard%20Policies%20-%20ExxonMobil%20comments%20Apr%2029.%2005.doc)

<sup>7</sup> See "How ExxonMobil ensures systematic improvement and harmonious performance," John D. Symonds, ISO Management Systems, July-August, 2002, available at [www.iso.org/iso/en/iso9000-14000/addresources/articles/pdf/casestudy\\_4-02.pdf](http://www.iso.org/iso/en/iso9000-14000/addresources/articles/pdf/casestudy_4-02.pdf).

touted as a “corporate-wide commitment with high degree of ownership and involvement,”<sup>8</sup> so designed to ensure that all ExxonMobil Corp.’s “business units pull together.”<sup>9</sup>

- (b) The OIMS process begins “at the very top” of ExxonMobil Corp., and includes regular, significant review and direction by senior management.<sup>10</sup> Upon information and belief, ExxonMobil Corp. primarily provides OIMS control checks internally, eschewing third party verification, with ultimate responsibility for the program resting upon corporate headquarters.<sup>11</sup> Upon information and belief, OIMS applies to the management of EMOI.
- (c) Upon information and belief, Mobil Corp. had similar centralized management procedures. In 1996, the CEO of Mobil set five year targets for improving environmental, health and safety (EHS) performance “with the use of a common EHS management system.” In 1998, Mobil Corp. had over 100 implementation and certification programs worldwide designed to meet the “ISO 9000” standards.
- (d) In 2000, the United States Department of State and the United Kingdom Foreign Office, along with NGOs including Amnesty International, Human Rights Watch, and Business for Social Responsibility, and a group of leading companies developed the Voluntary Principles on Security and Human Rights. ExxonMobil Corp. was invited to participate but chose

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<sup>8</sup> See “The Robert W. Campbell Award”, [www.campbell.aard.org/RWC%202-OIMS.pdf](http://www.campbell.aard.org/RWC%202-OIMS.pdf).

<sup>9</sup> See “How ExxonMobil ensures systematic improvement and harmonious performance,” John D. Symonds, ISO Management Systems, July-August 2002, available at [www.iso.org/iso/en/iso9000-14000/addresources/articles/pdf/casestudy\\_4-02.pdf](http://www.iso.org/iso/en/iso9000-14000/addresources/articles/pdf/casestudy_4-02.pdf).

<sup>10</sup> *Id.*

<sup>11</sup> See IFC Safeguard Policies, ExxonMobil Consultation Comments”, April 29, 2005, available at [www.ifc.org/IFCExt/safeGuardDocs/Nsf/0/2b158426a6f1501885256ff2006b3920/\\$FILE/IFC](http://www.ifc.org/IFCExt/safeGuardDocs/Nsf/0/2b158426a6f1501885256ff2006b3920/$FILE/IFC).

not to. However, ExxonMobil Corp. has since endorsed the Principles and its “Corporate Citizen Report” states that “detailed guidance for implementing the principles has been developed and will be applied at operating sites.” Upon information and belief, ExxonMobil Corp. made this decision on behalf of all Defendants and other subsidiaries and affiliates of ExxonMobil Corp.

30. ExxonMobil Corp. and its controlling principals and other top ExxonMobil Corp. officials have been continuously involved in ExxonMobil Corp.’s and EMOI’s operations in Indonesia, including through meetings and involvement with Indonesian officials and business organizations, including:

- (a) Mr. Lucio Noto, Chief Executive Officer of Mobil Corporation (ExxonMobil Corporation’s predecessor), met with the U.S. ambassador to Indonesia on November 3, 1998 regarding reports linking Mobil Corp. to human rights abuses.
- (b) Harry Longwell, Executive Vice President of ExxonMobil Corp., who worked at ExxonMobil Corp.’s Irving, Texas headquarters, also met with President Megawati Soekarnoputri to discuss security problems in Aceh.<sup>12</sup> Other ExxonMobil Corp. officials who have met with Indonesian officials include Stuart McGill, President of ExxonMobil Production Company, and Rex W. Tillerson, President of ExxonMobil Corp.
- (c) Robert Haines, the Manager of International Affairs, of ExxonMobil Corp., based in Irving, Texas, is the Chairman of the U.S-Indonesia

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<sup>12/</sup> *ExxonMobil Execs Meet Megawati to Discuss Indonesian Security Issues*, Asia Pulse, Aug. 16, 2002.

Business Council. Mr. Haines has led delegations to Jakarta to meet with the Indonesian President and other government officials.

31. ExxonMobil Corporation's activities in Indonesia are also a subject of concern for the Corporation's U.S. shareholders. In 2005, shareholders of ExxonMobil Corp. were asked to vote on a proposal by two important institutional shareholders – the New York City Teachers' Retirement System and the New York City Board of Education Retirement System – that ExxonMobil Corp. management “review and report to shareholders by September, 2005, on the corporation's security arrangements with the Indonesian military and private security forces, including support, both monetary and in kind, to the Indonesian government and military.”<sup>13</sup> The ExxonMobil Corp. Directors recommended that shareholders vote against the shareholder resolution, and issued a statement that a “standalone Aceh security report is [not] warranted.”<sup>14</sup>

32. Communications regarding abuses by ExxonMobil security personnel in Indonesia are formulated in and disseminated from the United States, including as follows:

- (a) Upon information and belief, representatives of ExxonMobil Corp. corporate headquarters have met with New York City pension funds, as well with Amnesty International and other non-governmental organizations, regarding action ExxonMobil Corp. is taking related to human rights issues in its overseas operations, including, upon information and belief, abuse issues in Indonesia.<sup>15</sup>

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<sup>13</sup> See Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934, ExxonMobil Corporation, Apr. 13, 2005, at 33.

<sup>14</sup> See *id.* at 34.

<sup>15</sup> See [www.amnestyusa.org/business/xom\\_background.html](http://www.amnestyusa.org/business/xom_background.html). (noting that ExxonMobil has been accused of complicity in human rights abuses through their contract with the Indonesian military to provide security for a natural gas project in the province of Aceh, northern Sumatra and “that to help address these issues, in 1998, Amnesty International USA began actively engaging in campaigning and dialogue with Mobil Oil around these issues. Following the merger between Mobil and Exxon in 1999, AIUSA continued this approach with ExxonMobil.”)

- (b) Andre Madec, Planning Manager for Corporate Public Affairs, ExxonMobil Corp., has traveled to Indonesia to review ExxonMobil Corp.'s policies there.
- (c) Houston-based ExxonMobil Corp. spokeswoman Susan Reeves says that “we have communicated to the government of Indonesia our opposition to human rights abuse in any form by any organization or individual, as well as our concern over the violence in Aceh.”<sup>16</sup>

33. Upon information and belief, when ExxonMobil Corp. desired to hire or otherwise retain additional security personnel for its Aceh facilities, it was ExxonMobil Corp. management officials based in the United States who made and implemented the decision to do so.

34. Defendant ExxonMobil Corp. is fully liable for its own acts and the acts of any subsidiaries, affiliates, divisions or other entities directly or indirectly under its ownership and control, including Defendants Mobil, Mobil Oil and EMOI, as well as other ExxonMobil subsidiaries and affiliates. Any such subsidiaries, affiliates, divisions or other entities are alter egos of Defendant ExxonMobil Corp., or, alternatively, are in an agency relationship with it. ExxonMobil Corp. is vicariously liable under the doctrine of *respondeat superior* for the acts or omissions of any subsidiaries, affiliates, divisions or other entities under its ownership and control.

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<sup>16/</sup> William Mellor, *Indonesia Seeks \$80 Billion as It Fights Corruption*, Bloomberg News, March 24, 2005, at 5.

#### **IV. BACKGROUND**

##### **The Origins of Defendants' Presence In Aceh Province**

35. Defendant Mobil Oil or its predecessors in interest commenced business operations in Indonesia more than one hundred years ago. Beginning on or about December 26, 1967, Mobil Oil conducted business in Indonesia through its wholly-owned subsidiary, Mobil Oil Indonesia (MOI). MOI is now known as ExxonMobil Oil Indonesia (EMOI). Mobil Oil's parent company and successor in interest, ExxonMobil Corp., has continued to conduct business in Indonesia through EMOI from 1999 to the present.

36. In or about 1971, Mobil Corp. discovered one of the largest natural gas fields in the world in Arun, which is located in the northern Aceh province in Indonesia. Thereafter, Mobil Corp. was granted the exclusive rights to explore for and produce natural gas in the Arun area by the Indonesian government, and Mobil Corp. and MOI/EMOI developed natural gas facilities to extract the natural gas. (The extraction facility, further described below, is referred to hereinafter as "ExxonMobil Extraction Facility" or "Extraction Facility.") Through a joint venture which is now 35% owned by ExxonMobil Corp. ExxonMobil Corp. also developed a natural gas liquefaction facility to process the natural gas for shipment (the liquefaction facility is referred to hereinafter as the "Arun Liquefaction Facility").

37. The Arun area that houses the natural gas fields, the Arun Liquefaction Facility, and the ExxonMobil Extraction Facility, and the activities associated therewith, are referred to hereinafter as the "Arun Project."

38. Since the November 30, 1999 merger, ExxonMobil Corp., either directly or indirectly through its corporate subsidiaries, affiliates and divisions, including EMOI, the Mobil Companies and/or the Other EXMOB Companies, has owned and operated the extraction

facilities, succeeded to the Mobil Companies' 35% share in the Arun Liquefaction facility, and succeeded to all other interests of Mobil Corp. and its subsidiaries and affiliates in the Arun Project. Defendants ExxonMobil Corp., Mobil Corp., Mobil Oil, and MOI/EMOI are referred to collectively hereinafter as "ExxonMobil."

### **The Arun Project Facilities**

39. Aceh is a relatively small province located in Northern Sumatra, Indonesia. It has a population of approximately four million people. Although it is largely undeveloped, it has extensive oil and natural gas deposits, as well as timber and minerals, and is responsible for a substantial amount of Indonesia's exports. Aceh produces around one third of Indonesia's liquefied natural gas.

40. The Arun Liquefaction Facility developed through ExxonMobil's joint venture is located in north Aceh province.

41. ExxonMobil's natural gas fields and the ExxonMobil Extraction Facility premises are located on a vast area in North Aceh owned and/or leased and/or controlled and occupied by ExxonMobil. In addition to extraction operations and production facilities, the ExxonMobil Extraction Facility premises house ExxonMobil headquarters buildings and other facilities such as barracks for ExxonMobil security personnel. The Extraction Facility is the base of operations for ExxonMobil, including its U.S. personnel, in Aceh. Pipelines carrying the natural gas run through the property and along roads that abut the area occupied by the facility.

42. Between the Arun Liquefaction Facility and the ExxonMobil Extraction Facility lies one sizeable town, Lhokseumawe. In the area covered by ExxonMobil's facilities and the surrounding region, there are also several small settlements or villages. Acehnese also live along

the roads that abut the pipelines running through and from the ExxonMobil extraction facility property. In 2002, over 2,000 Acehnese residents worked at ExxonMobil's facilities.

43. The Arun natural gas field is Indonesia's largest producing natural gas field and holds between 13 and 14 trillion cubic feet of gas. In 1999, the Arun gas fields produced 2 billion cubic meters of natural gas a day.

44. ExxonMobil Corp. has received hundreds of millions of dollars in revenue from the Arun Project. Throughout the 1990's and until Mobil Corp.'s merger with the Exxon Corporation in 1999, the Arun gas fields comprised approximately 25% of Mobil Corp's world-wide revenues.<sup>17</sup>

45. In March 2001, when ExxonMobil temporarily shut down its operations at Arun, Pertamina, the Indonesian natural gas company, reported it stood to lose \$100 million for every month that the ExxonMobil facility was shut down.<sup>18</sup>

#### **ExxonMobil's Security Personnel**

46. From the inception of the Arun Project, ExxonMobil has employed or otherwise retained members of the Indonesian military to provide security services for its facilities and operations in Aceh province, despite the common knowledge, and the knowledge of ExxonMobil, that members of the Indonesian military had a history of gross human rights abuses without reprimand or punishment.

47. Among the members of the military ExxonMobil retained to provide security were members of Unit 113, which thereafter had the sole and specific purpose of providing security for ExxonMobil.

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<sup>17/</sup> The Arun gas fields have been called "the jewel in the company's crown." Jay Solomon, *Fueling Fears: Mobil Sees Gas Plant Become Rallying Point for Indonesian Rebels*, Wall St. J., Sep. 7, 2000, at 2.

<sup>18/</sup> Patrick Smith, *Exxon's Indonesian Exit Could Have Been Avoided*, Bloomberg News, Mar. 25, 2001, at 1.

48. ExxonMobil security personnel acted “for defensive purposes only, and not for maintaining general law and order.”<sup>19</sup>

49. ExxonMobil security personnel acted at all times relevant to this Complaint under the direction and control of ExxonMobil.

50. ExxonMobil security personnel acted at all times relevant to this Complaint within the scope of and pursuant to their retention by ExxonMobil.

51. ExxonMobil paid and continues to pay the Indonesian military a regular monthly or annual fee for security services.<sup>20</sup>

52. In addition to other lump sums, upon information and belief, ExxonMobil pays three million rupiah (\$294) per low-ranking military personnel a month.<sup>21</sup>

53. In 2000, ExxonMobil was paying more than \$500,000 per month to retain members of the Indonesian military as security personnel.

54. At all times relevant herein, ExxonMobil has had the ability to supervise, control and direct, and has supervised, controlled and directed, the actions and activities of its security personnel. Such supervision, control and direction has included the following:

- (a) conditioning payment on the provision of specific security services;
- (b) making decisions about where to place bases, strategic mission planning, and making decisions about specific deployment areas.

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<sup>19/</sup> Letter from R.I. Wilson, President and General Manager, ExxonMobil Oil Indonesia Inc., to the Editor, N.Y. Times, July 18, 2002.

<sup>20/</sup> Slobodan Lekic, *Indonesian Military Admits to Taking Money from U.S. Company*, Associated Press, Dec. 29, 2005 (ExxonMobil has acknowledged that it paid to have members of the Indonesian military provide security services).

<sup>21/</sup> *Aceh Rebels Accuse ExxonMobil of involvement in “brutal military campaign,”* Agence France-Presse, Jan. 11, 2002. See also Patrick Smith, *Exxon’s Indonesia Exit Could Have Been Avoided*, Bloomberg News, Mar. 25, 2001 at 1. (“ExxonMobil, by all accounts, . . . paid the salaries of the troops that guarded its fields and the nearby P.T. Arun liquefaction plant; it shared equipment the army apparently could not afford.”). According to press reports, only one-third to one-quarter of the financing for Indonesia’s armed forces comes from the state budget. The rest is collected from “protection payments.” *E.g.* Slobodan Lekic, *Indonesian Army Admits U.S. firm’s ‘support’*, Associated Free Press, Dec. 30, 2005; Tina Rosenberg, *A Guerrilla War Stoked by a Thirst for Cash*, N.Y. Times, Dec. 27, 2001, at A18.

- (c) material support to ExxonMobil security personnel, including but not limited to:
  - (i) constructing and/or providing facilities that were used for the detention, interrogation, torture, and other abuses of Plaintiffs, including a facility at the Extraction Facility known as “Post A-13,” and a facility at the Liquefaction facility known as “Rancong Camp”;
  - (ii) providing weapons funding, military equipment, and other supplies used in the abuse of Acehnese residents, including Plaintiffs;
  - (iii) paying consultants and/or mercenaries to provide advice, training, intelligence, and equipment to ExxonMobil security personnel.

**ExxonMobil Security Personnel Perpetrated Abuses and Injuries  
Against Plaintiffs**

55. Upon information and belief, beginning at least in the early 1990s and continuing to the present, ExxonMobil security personnel were responsible for widespread acts of abuse, including murder, committed against Plaintiffs.

56. Upon information and belief, ExxonMobil provided equipment, facilities, and other material support to ExxonMobil security personnel that was used in the commission of abuses, including torture and murder of Acehnese villagers, including Plaintiffs.

57. At all times relevant to this Complaint, ExxonMobil security personnel were acting under the supervision, direction, and control of, and with the knowledge and authority of ExxonMobil.

**ExxonMobil Was Aware of Abuses By Members of The Indonesian Military  
When It Retained Them as Security Forces**

58. Because the history of abuses by the Indonesian military had been extremely well-publicized and widely condemned, ExxonMobil was aware when it retained members of Indonesia's military to provide security for its Aceh operations that members of the Indonesian military had in the past engaged in abuses of Indonesian citizens, including kidnapping, murder, rape, torture and other forms of abuse.

59. Continuously during the time that it retained members of the Indonesian military as security personnel, ExxonMobil knew or should have known that members of the military continued to commit gross abuses, because the publication and condemnation of unpunished abuses by members of the military continued at all times that ExxonMobil retained military members as security personnel.

60. ExxonMobil knew or should have known of abuses by its security personnel because reports and complaints of such abuse were publicized and/or directed to ExxonMobil and ExxonMobil officials during the period that ExxonMobil retained members of the Indonesian military as security personnel.

**Common Knowledge of Unpunished Abuses By Members  
of the Indonesian Military**

61. At least as early as the 1970's and continuing through the present, it was widely known that members of the Indonesian military were not firmly under civilian control and had committed murder, torture, illegal detention and new abuses against Indonesian civilians. Unpunished abuses by members of the Indonesian military have been recognized and condemned

by the United Nations Security Council<sup>22</sup> and the United States,<sup>23</sup> among others. These practices have also been documented and widely publicized by the news media,<sup>24</sup> and human rights organizations.<sup>25</sup>

62. Upon information and belief, Defendants were aware of the history of unpunished abuses by members of the Indonesian.

### **Complaints and Reports of Abuse Specifically About and/or Provided to Defendants**

63. Defendants were aware of the abuses committed by ExxonMobil security forces.

Top ExxonMobil officials attended meetings where human rights abuses by the security

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<sup>22/</sup> In 1975, United Nations Security Council adopted resolutions deploring human rights abuses in East Timor. See, e.g., U.N. S/Res/384 (1975); U.N. S/RES/1272 (1999) (calling for cooperation into investigations of reports of systematic, widespread, and flagrant violations of international humanitarian and human rights law).

<sup>23/</sup> The United States Congress has repeatedly cut off and/or restricted aid to Indonesia in response to human rights abuses by the Indonesian military. It also passed U.S. Senate Resolution 91 which criticized Indonesia's failure to prosecute the perpetrators of human rights abuses and directed the State Department to urge the Indonesian military to prosecute human rights abuses by its soldiers. S. Res. 91, 107th Cong., 1st Sess. (2001). The United States Department of State yearly reports on countries' human rights practices have repeatedly condemned abuses of civilians by members of the Indonesian military for several years. See, e.g., U.S. Dep't of State, Indonesia Country Report on Human Rights Practices ("Country Report") for 1983, Washington, D.C. 1983 at 775; Country Report for 1984 at 774; Country Report for 1985 at 774; Country Report for 1993 at 1.

<sup>24/</sup> For example, in 1977, the Washington Post reported the United States House of Representatives would investigate the "accusation that the Indonesians carried on indiscriminate slaughter and committed other atrocities following their December 1975 occupation of East Timor." John Sharkey, House to Probe Charge Indonesians Killed 100,000 on Timor, Wash. Post, Mar. 13, 1977, at A19. See also, e.g., Around the World, Wash. Post, Jan. 2, 1979, at A11 (president of East Timorese independence movement shot dead in an ambush by Indonesian troops). In 1984, the Washington Post reported in 1984 that "illegal executions by military, police or government units have aroused public concerns and drawn condemnation from local and foreign human rights activists." William Branigin, Death Squads Claim Victims in Asia, Wash. Post, Apr. 12, 1984, at A21.

<sup>25/</sup> For example, in 1989, Human Rights Watch described arbitrary detention and torture by members of the Indonesian military. Human Rights-Watch Report 1989: Indonesia and East Timor, available at: <http://www.hrw.org/reports/1989/WR89/Indonesia.html>. The same organization reported in 1999 that Indonesia soldiers had "kill[ed] more than a thousand civilians, often leaving their mutilated bodies by the side of roads and rivers. Many more were arrested, tortured, and arbitrarily detained for months, sometimes years." Human Rights Watch, Indonesia: Why Aceh is Exploding, August 27, 1999, at 2, available at: [www.hrw.org](http://www.hrw.org). The report noted that hundreds of men disappeared and many women were raped and concludes that "not a single move was made to hold Indonesian soldiers accountable for atrocities, despite all the new information that had emerged." Id. Amnesty International has issued a long series of reports on human rights abuses in Indonesia, which included reporting on summary executions and disappearances of East Timorese at the hands of the Indonesian military in a statement before the United Nations General Assembly. See *Statement on Behalf of Amnesty International to the United Nations General Assembly*, available at 127 Cong. Rec. 10826 (1981). Amnesty International later reported that between 1989 and 1993 in Aceh, "an estimated 2,000 civilians, including children and the very elderly, have been unlawfully killed, some in public executions and others while in military custody." "Shock Therapy": Restoring Order in Aceh, available at: [www.amnestyusa.org/refugee/document.do?cd=B3CCDFC439385424802569A60060395C](http://www.amnestyusa.org/refugee/document.do?cd=B3CCDFC439385424802569A60060395C) The report noted that "none of the suspected perpetrators of past violations has yet been brought to justice." Id.

personnel were discussed. For example, the United States Ambassador to Indonesia discussed the allegations regarding Mobil with Mobil's Chairman, Lucio Noto, during a November 3, 1998 meeting.

64. Upon information and belief, Defendants were aware of press reports in leading publications that investigated and detailed accounts of abuses by ExxonMobil's security personnel, including:

- (a) BusinessWeek magazine undertook an independent investigation of the allegations made against ExxonMobil and published its findings in an article dated December 1998.<sup>26</sup>
  - (i) The article notes that "Mobil's headquarters in Fairfax, Va. provided detailed responses to questions from BusinessWeek's reporters and editors." *Id.*
  - (ii) The article also states that "Mobil says if it had known of abuses associated with its operations, it would have protested aggressively." *Id.*
  - (iii) The article quotes H. Sayed Mudhahar, identified as a former top government official in Aceh who also served as a public relations manager for ExxonMobil's joint venture partner, P.T. Arun, as saying "there wasn't a single person in Aceh who didn't know that the massacres were taking place ... everybody was afraid." *Id.*
  - (iv) The article notes that Acehnese who were detained and tortured at the Rancong Camp attended Friday afternoon services at a mosque at the Liquefaction Facility alongside its employees.<sup>27</sup>

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<sup>26/</sup> Michael Shari, *Indonesia: What did Mobil Know?*, BusinessWeek, Dec. 28, 1998.

- (v) The article describes an area along a road near the Extraction Facility that served as a repository for the remains of the victims and became known as “Skull Hill.”<sup>28</sup> ExxonMobil contractors and employees traveled the road that passed Skull Hill on a daily basis and discussed it at work.<sup>29</sup>
- (b) In December 1998, the Associated Press reported that the Indonesian-government backed National Human Rights Commission “had received witness reports that Mobil managers were aware of abuses in Aceh and even provided equipment to soldiers involved in atrocities.”<sup>30</sup>
- (c) In September 2000, the Wall Street Journal’s Asia edition ran a story recounting reports of abuses by ExxonMobil security forces, including “numerous reports of abuses by troops in and around [Exxon]Mobil facilities.”<sup>31</sup>
- (d) In July 2001, an article in Time magazine’s Asia edition reported that in Aceh “people literally line up to tell stories of abused and murders committed by the troops they call *Exxon’s army*.”<sup>32</sup>
  - (i) The article further reported that a farmer named Anwar was held for a month by ExxonMobil security personnel and whipped nightly with ropes of barbed wire, burned with cigarettes and beaten unconscious with a wooden board. He was also forced to

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<sup>27/</sup> See *id.* at 7.

<sup>28/</sup> See *id.* at 6.

<sup>29/</sup> See *id.*

<sup>30/</sup> Christopher Torchia, *Indonesian Human Rights Group Studies Allegations Against Mobil*, Associated Press, Dec. 24, 1998.

<sup>31/</sup> Jay Solomon, *Fueling Fears*, Wall St. J., Sep. 7, 2000.

<sup>32/</sup> Mark R. Mitchell, *Who Knew?*, Time Asia, Jan 29, 2001 (emphasis added).

watch the security personnel shoot his brother in the head. The article states that “Anwar says part of his ordeal took place inside the gates of ExxonMobil’s cluster IV gas field. He says he was dragged, kicking and screaming, past men wearing white uniforms and ExxonMobil hard hats....” *Id.*

- (ii) The article also noted that “according to locals, riding a bicycle or oxcart on the street in front of ExxonMobil’s facilities has become a deadly game of dodge-bullet, with soldiers taking potshots at just about anybody who moves. Those who pass at the wrong time of day are sometimes dragged into ExxonMobil’s warehouses and taught a lesson.” *Id.*

65. Upon information and belief, in spite of this knowledge, Defendants continued to retain members of the Indonesian military as security personnel at all times relevant to this Complaint.

66. In spite of their knowledge, Defendants have refused demands to investigate, improve, or cease its security forces’ abusive actions. For example, numerous human rights groups, including several based in Aceh, specifically requested that Defendants cease their operations in Aceh until they could make arrangements to operate without using members of the Indonesian military for security. These requests were refused, and Defendants instead determined to *increase*, and did increase, the number of Indonesian soldiers it employed or otherwise retained to guarantee the security of the Arun Project, without regard for, and with full knowledge of, the abuses committed against the Acehnese people who live near the Arun Project. Moreover, Defendants have continued to pay ExxonMobil security personnel knowing

that the security personnel would continue to take any and all actions, including extreme violence of the character and nature described above.

**V. INJURIES AND HARM SUFFERED BY PLAINTIFFS**

67. Plaintiff John Doe I resided in Village A, which is located near the Arun Project area. In January 2001, while riding his bicycle cart to the local market to sell his vegetables, he was accosted by ExxonMobil's security personnel. ExxonMobil security personnel shot him in the wrist, threw a hand grenade at him and then left him for dead. Plaintiff John Doe I suffered severe injuries as a result of this attack, including the loss of his right hand and left eye and several severe wounds to his body. In November 2003, John Doe I was killed during a raid on his village. John Doe I is survived by his next-of-kin. Defendants are liable for the conduct described herein.

68. Plaintiff John Doe II resides in Village B, which is located near the Arun Project area. In or about August 2000, while riding on his motorbike, he was stopped on the road by ExxonMobil's security personnel. ExxonMobil security personnel put his motorbike in their truck and then beat him severely on his head and body. The security providers then tied his hands behind his back, put a blindfold on him, and threw him in their truck and took him to what he later learned was Rancong Camp. The security personnel detained and tortured him there for a period of three months, all the while keeping him blindfolded. Plaintiff John Doe II sustained severe injuries as a result of the beatings inflicted by ExxonMobil security personnel, who also tortured him using electricity all over his body, included his genitals. After approximately three months, the security providers took off his blindfold, took him outside the building where he had been detained and showed him a large pit where there was a large pile of human heads. ExxonMobil's security personnel threatened to kill him and add his head to the pile. Plaintiff

John Doe II eventually was released and he went back to his home. Shortly thereafter, ExxonMobil security personnel came to his house. Plaintiff John Doe II escaped, but the security personnel burned down his house. Defendants are liable for the acts described herein.

69. Plaintiff John Doe III resided in Village C, which is located near the Arun Project area. In or about July 2000, he was riding his motorbike to visit a refugee camp that is located near "Point A" of the ExxonMobil LNG complex. The refugee camp houses people who have been displaced by the destruction of their homes by the ExxonMobil security forces. As he approached the camp, ExxonMobil's security personnel shot him in three places on his leg. He fell down and lost consciousness. The security personnel took him to a camp and tortured him for several hours while he continued to bleed from the gunshot wounds. The security personnel broke his kneecap, smashed his skull, and burned him with cigarettes. The security personnel then took him to the police headquarters in North Aceh, and the police took him to the hospital for treatment. When his wounds were treated, he was returned to the ExxonMobil security personnel. ExxonMobil security personnel kept him in custody for approximately one month and tortured him regularly. After one month, Plaintiff John Doe III was released. In November 2002, during a raid on his village, John Doe III, who had been traumatized by the torture he received at the hands of ExxonMobil's security forces in 2002, drowned while attempting to escape from the village during the raid. He is survived by his next-of-kin. Defendants are liable for the acts described herein.

70. Plaintiff John Doe IV resides in Village D, which is located near the Arun Project area. In or about July 2000, while he was traveling to a nearby village, he was accosted by ExxonMobil security personnel. The security personnel beat him and then handcuffed him and blindfolded him. They took him to Post A-13 on ExxonMobil's property, where they continued

to torture him by beating him and threatening to kill him. These soldiers accused him of being part of GAM, an Acehese separatist movement. Plaintiff John Doe IV told the ExxonMobil security personnel that he is not a member of GAM. The security personnel nevertheless threw him to the ground and, using a knife, carved the letters "GAM" into his back. ExxonMobil security personnel kept Plaintiff John Doe IV in custody for several weeks, regularly torturing him and severely injuring him. He was eventually released. Defendants are liable for the acts described herein.

71. Plaintiff John Doe V resides in Village E, which is located near the Arun Project area. In or about December 2000, ExxonMobil's security personnel came to his house and burned it down. At that time, the security personnel also physically beat his son and broke his son's leg. Defendants are liable for the acts described herein.

72. Plaintiff John Doe VI resides in Village F, which is located near the Project Arun area. In or about November 2000, he was accosted by ExxonMobil's security personnel, who took him into custody and accused him of being a member of GAM, an Acehese separatist movement. Plaintiff John Doe VI told the security personnel that he is not a member of GAM. The security personnel nevertheless took him to their camp and tortured him for several hours. Among other things, they beat him all over his body with large blocks of wood and shot him in the leg. The security personnel took him to a hospital for treatment, where he stayed for approximately one week. He was then held by police for four months, after which time his village managed to secure his release. Defendants are liable for the acts described herein.

73. Plaintiff John Doe VII resides in Village G, which is located near the Arun Project area. In or about January 2001, he was accosted by members of ExxonMobil's security personnel. These security personnel kicked John Doe VII and took him to an office inside the

ExxonMobil compound. There, they beat him with the butt of a gun and a hammer, causing him to suffer severe injuries. The next day, the security personnel released him. Defendants are liable for the acts described herein.

74. Plaintiff Jane Doe I resides in Village H, which is located near the Arun Project area. In March 2001, when Plaintiff Jane Doe I was pregnant, a member of ExxonMobil's security personnel forced his way into Jane Doe I's house wielding a rifle. He threatened to kill her and her unborn child with his gun. The security personnel then beat and sexually assaulted Plaintiff Jane Doe I. Defendants are liable for the acts described herein.

75. Plaintiff Jane Doe II resides in Village I, which is located near the Arun Project area. In or about December 2000, while her husband John Doe VIII was working in his rice field, members of ExxonMobil's security personnel came to Village B and burned several homes and stores. The security personnel also opened fire on the field where Jane Doe II's husband was working and killed him. His murder was an unprovoked and intentional act for which Defendants are liable.

76. Plaintiff Jane Doe III resides in Village J, which is located near the Arun Project area. In September 2000, members of ExxonMobil's security personnel kidnapped Plaintiff Jane Doe III's husband, John Doe IX, at gunpoint. He has not been found since he was taken away by the security personnel, and Plaintiffs allege that he has been killed by ExxonMobil's security personnel and that he has become yet another victim who has been "disappeared." His apparent murder was an unprovoked and intentional act for which Defendants are liable.

77. Plaintiff Jane Doe IV resides in Village K, which is located near the Arun Project area. In December 2000, ExxonMobil's security personnel, without provocation, shot and killed

her husband, John Doe X, while he was working in the field near their home. His murder was an unprovoked and intentional act for which Defendants are liable.

## **VI. CAUSES OF ACTION**

78. Defendants have exploration and production rights to the Arun Project, of which ExxonMobil Corp. is a part owner. Pursuant to the contract granting these exploration and production rights and in exchange for ExxonMobil's regularly scheduled payment of fees, ExxonMobil retains personnel for purposes of securing its interests at the Arun Project. ExxonMobil also provides these security personnel with training, supervision, equipment and other resources and support.

79. In committing the tortious conduct alleged herein, ExxonMobil's security personnel were acting under the supervision of Defendants and/or as Defendants' agents, and/or were acting within the course and scope of the security duties for which they were retained with the advance knowledge, acquiescence or subsequent ratification of Defendants. These security personnel were acting in furtherance of ExxonMobil's financial and corporate interests.

80. Defendants had reason to know and/or did know the nature and scope of the tortious conduct alleged herein, including the murder, torture, assault and detention of Plaintiffs carried out by ExxonMobil's security personnel, as well as tortious conduct carried out through the use of and benefit from the funding, equipment and other resources provided by ExxonMobil. With this knowledge or probable knowledge, Defendants provided and continue to provide this funding, equipment and other resources to ExxonMobil's security personnel.

81. The tortious conduct alleged herein, including the murder, torture, assault and detention of Plaintiffs carried out by ExxonMobil's security personnel was reasonably

foreseeable. Defendants failed to exercise due care in retaining ExxonMobil's security personnel.

82. Defendants and/or their predecessors acquiesced to tortious conduct, as alleged herein, including the murder, torture, assault and detention of Plaintiffs carried out by ExxonMobil's security personnel.

83. With respect to all of the causes of action described below, the harm to Plaintiffs was caused by the commissions or omissions of Defendants, including Defendants' retention and supervision of ExxonMobil's security personnel.

**First Cause of Action**  
**Wrongful Death**

84. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

85. Defendants and/or their agents committed wrongful and/or negligent acts or omissions, as alleged herein, which by intent, neglect, and/or default, caused the death of the husbands of Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV.

86. Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV are the heirs at law for their deceased husbands.

87. Defendants' acts and omissions, including their failure to take affirmative actions aimed at halting or preventing the tortious conduct alleged herein, including the murder, torture, assault and detention of Plaintiffs carried out by ExxonMobil's security personnel caused the deaths of the husbands of Plaintiffs Jane Doe II, Jane Doe III, and Jane Doe IV.

88. Defendants had a duty of reasonable care toward the husbands of Plaintiffs Jane Doe II, Jane Doe III, and Jane Doe IV to ensure that neither they nor their agents engaged in conduct leading to or likely to lead to foreseeable harm, injury or death of Plaintiffs' husbands,

as described herein. Defendants failed to use due care to protect the husbands of Plaintiffs Jane Doe II, Jane Doe III, and Jane Doe IV from foreseeable injury, harm, and death. Thus, Defendants proximately caused their wrongful deaths.

89. The acts described herein constitute wrongful death, actionable under the laws of the various states, including Delaware, New Jersey, and Texas; and the laws of Indonesia.

**Second Cause of Action**  
**Battery**

90. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

91. Defendants and/or their agents committed intentional knowing, and/or reckless acts which resulted in harmful or offensive contact with the bodies of Plaintiffs John Does I, II, III, IV, V, VI, VII, and Jane Doe I. Plaintiffs did not consent to the contact.

92. Defendants acted with the intent to cause injury and actually did cause injury, damage, loss and harm to Plaintiffs John Does I, II, III, IV, V, VI, VII, and Jane Doe I, including but not limited to the following injuries:

- (i) Plaintiff John Doe I's loss of his right hand and left eye and several severe wounds to his body;
- (ii) Plaintiff John Doe II's severe injuries suffered as a result of the beatings inflicted by the ExxonMobil security personnel and the electricity used all over his body, including his genitals;
- (iii) Plaintiff John Doe III's gunshot wounds, broken kneecap, smashed skull, and burns from cigarettes;

- (iv) Plaintiff John Doe IV's severe injuries suffered from being thrown to the ground and from having a soldier carve the letters "GAM" into his back with a knife;
- (v) Plaintiff John Doe V's severe injuries suffered to his head and body from being tortured, burned with cigarettes, beaten severely, and shocked with electricity;
- (vi) Plaintiff John Doe VI's severe injuries suffered from being beaten and shot in the leg;
- (vii) Plaintiff John Doe VII's severe injuries suffered from being kicked, beaten with the butt of a gun and a hammer; and
- (viii) Plaintiff Jane Doe I's severe injuries suffered from when she was beaten and sexually assaulted.

93. The acts described herein constitute battery, actionable under the laws of the laws of the various states, including the District of Columbia, Delaware, New Jersey and Texas; and the laws of Indonesia.

**Third Cause of Action**  
**Assault**

94. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

95. Defendants and/or their agents intentionally, knowingly and/or recklessly committed or attempted and/or threatened to commit wrongful acts intending to cause harmful or offensive contact with Plaintiffs. Defendants and/or their agents caused Plaintiffs to imminently fear and/or apprehend such harmful, offensive and/or unlawful contact. Defendants acted with

the intent to threaten and harm and did actually threaten and harm Plaintiffs John Does I, II, III, IV, V, VI, VII, and Jane Doe I.

96. Defendants' commissions and omissions, as alleged herein, demonstrated that Defendants had an imminent ability and intent to subject Plaintiffs to an intentional, offensive and harmful contact. Defendants knew or should have known that Plaintiffs would regard such intentional and harmful contact as offensive.

97. Plaintiffs did not consent to such conduct, which caused injury, damage, loss and harm to Plaintiffs John Does I, II, III, IV, V, VI, VII, and Jane Doe I.

98. The acts described herein constitute assault, actionable under the laws of the various states, including the District of Columbia, Delaware, New Jersey and Texas; and the laws of Indonesia.

**Fourth Cause of Action**  
**Arbitrary Arrest, Detention and False Imprisonment**

99. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

100. Defendants, their co-venturers or agents arbitrarily arrested, detained, took into custody, and/or falsely imprisoned Plaintiffs within boundaries fixed by Defendants. Such arrest, detention, and/or false imprisonment was illegal and unjust, carried on without any other lawful authority or justification.

101. Plaintiffs John Does I, II, III, IV, V, VI, and VII were placed in fear for their lives, were deprived of their freedom, separated from their families and forced to suffer severe physical and mental abuse, as alleged herein. Plaintiffs did not consent to such conduct, which caused injury, damage, loss and harm to Plaintiffs John Does I, II, III, IV, V, VI, and VII.

102. These acts constitute arbitrary arrest, detention, and false imprisonment actionable under the laws of the various states, including the District of Columbia, Delaware, New Jersey and Texas; and the laws of Indonesia.

**Fifth Cause of Action**  
**Negligence**

103. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

104. Defendants had a duty of reasonable care towards Plaintiffs to ensure that neither they nor their agents engaged in conduct leading to or likely to lead to foreseeable harm, injury or death, as described herein. Defendants failed to use due care to protect the Plaintiffs from foreseeable injury, harm, and death.

105. Defendants had a duty to Plaintiffs to take ordinary care to ensure that ExxonMobil security personnel whom Defendants retained to perform security services, were not unfit, incompetent or otherwise dangerous to Plaintiffs.

106. At all relevant times, Defendants and/or their agents, had the power, ability, authority and duty to stop engaging in the conduct described herein and to intervene to prevent or prohibit such conduct.

107. Defendants and/or their agents breached the duty of care that they owed Plaintiffs. In engaging in the conduct alleged herein, including the retention of ExxonMobil security personnel, Defendants and/or their agents have not acted as ordinarily prudent and careful persons would act in similar circumstances.

108. Defendants and/or their agents' breached of the duty of care that they owed Plaintiffs is the proximate cause of Plaintiffs' damages, as alleged herein.

**Sixth Cause of Action**  
**Intentional Infliction of Emotional Distress**

109. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

110. Defendants and/or their agents intentionally committed outrageous and extreme acts, as alleged herein, including the murder, torture, assault and detention of Plaintiffs carried out by ExxonMobil security personnel. These acts, which are without privilege, were intended to cause and did cause Plaintiffs Jane Does I, II, III, and IV, John Does I, II, III, IV, V, VI, and VII to suffer severe emotional distress.

111. In the alternative, Defendants engaged in outrageous and extreme acts with reckless disregard for the probability of causing Plaintiffs severe emotional distress and did in fact cause Plaintiffs to suffer severe emotional distress.

112. Defendants' outrageous and extreme conduct constitutes the intentional and/or reckless infliction of emotional distress and is actionable under the laws of the various states, including the District of Columbia, Delaware, New Jersey and Texas; and the laws of Indonesia.

**Seventh Cause of Action**  
**Negligent Infliction of Emotional Distress**

113. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

114. At all relevant times, Defendants and/or their agents owed Plaintiffs a duty of care, including the duty not to cause fear or fright to the Plaintiffs.

115. At all relevant times, Plaintiffs were within a cognizable and foreseeable zone of danger and fear, and thus, at all relevant times, harm and/or injury to the Plaintiffs was reasonably foreseeable if such duty of care was breached.

116. At all relevant times, Defendants and/or their agents, knew, or reasonably should have known, that the conduct described herein would and did proximately result in Plaintiffs' fear for their safety and in physical and emotional distress to Plaintiffs.

117. At all relevant times, Defendants and/or agents, had the power, ability, authority and duty to stop engaging in the conduct described herein and to intervene to prevent or prohibit such conduct.

118. Despite said knowledge, power, and duty, Defendants and/or their agents negligently failed to act so as to stop engaging in the conduct described herein to prevent or prohibit such conduct, or to otherwise protect Plaintiffs, thereby breaching their duty to Plaintiffs. To the extent that said negligent conduct was perpetrated by certain Defendants, the remaining Defendants confirmed and ratified said conduct with the knowledge that Plaintiffs' fear and severe emotional and physical distress would thereby increase, and with a wanton and reckless disregard for the deleterious consequences to Plaintiffs.

119. Plaintiffs Jane Doe II and IV were bystanders and immediately observed the murders of their husbands, which were committed by ExxonMobil security personnel.

120. As a direct and legal result of Defendants' wrongful acts, Plaintiffs were in fear for their own safety and have suffered and will continue to suffer significant physical consequences, pain and suffering and extreme and severe mental anguish and emotional distress.

121. Defendants' conduct constitutes the negligent infliction of emotional distress and is actionable under the laws of the various states, including the District of Columbia, Delaware, and New Jersey; and the laws of Indonesia.

**Eighth Cause of Action**  
**Negligent Hiring**

122. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

123. Defendants and/or agents selected, hired, retained and/or contracted with ExxonMobil security personnel to perform work and provide security for the ExxonMobil facilities in Arun.

124. Defendants had a duty to Plaintiffs to take reasonable care to ensure that ExxonMobil security personnel whom Defendants retained to perform security services, were not unfit, incompetent or otherwise dangerous to Plaintiffs.

125. Despite actual or constructive knowledge of these characteristics, Defendants hired, retained, and/or contracted with ExxonMobil security personnel to provide security services. At the time that Defendants selected, hired, retained and/or contracted for the security personnel and at all other relevant times, Defendants knew or reasonably should have known that the security personnel were unfit, incompetent, and/or dangerous and that, as a result, would intentional and/or negligently violate, did violate and would continue to harm Plaintiffs, as alleged herein.

126. Defendants failed to exercise reasonable care in selecting, hiring, retaining and contracting for the security personnel whom Defendants and/or their agents retained to perform this work. Defendants breached their duty to Plaintiffs, who suffered harm and injury, including

harm and injury caused by resources, property, funding and/or equipment under Defendants' control.

127. As a direct and proximate result of those violations, Plaintiffs would and did suffer injuries as further alleged herein.

128. As a direct and proximate result of Defendants' negligent selection, hiring, retention and/or contracting with ExxonMobil security personnel, Plaintiffs have suffered and continue to suffer injuries entitling them to damages in amounts to be proven at trial.

129. Defendants' conduct constitutes negligent hiring and is actionable under the laws of the various states, including the District of Columbia, Delaware, New Jersey and Texas; and the laws of Indonesia.

**Ninth Cause of Action**  
**Negligent Supervision**

130. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

131. When engaging in the wrongful conduct alleged herein, ExxonMobil security personnel were acting as employees and/or agents of Defendants.

132. Defendants had a duty to Plaintiffs to take reasonable care to ensure that the ExxonMobil security personnel whom Defendants supervised to perform security services, were not unfit, incompetent or otherwise dangerous to Plaintiffs.

133. Defendants exercised control over the operative details of the security services provided by the ExxonMobil security personnel, including control over the resources, property, funding and/or equipment used to injure and harm Plaintiffs.

134. Defendants also had the authority to supervise, prohibit, control, and/or regulate the ExxonMobil security personnel so as to prevent these acts and omissions from occurring.

Defendants also had the ability to cease production until such time as the tortious conduct alleged herein were stopped and/or prevented.

135. Defendants knew or reasonably should have known that the ExxonMobil security personnel would create a risk of harm and actually harm or otherwise violate Plaintiffs' rights, and that, as a direct and proximate result of those violations, Plaintiffs would suffer injuries as alleged herein.

136. Defendants knew or reasonably should have known that unless they intervened to protect Plaintiffs and properly supervise, prohibit, control and/or regulate the conduct described herein, the ExxonMobil security personnel would perceive their acts and omissions as being ratified and condoned.

137. Defendants failed to exercise due care by failing to supervise, prohibit, control or regulate the ExxonMobil security personnel. Defendants breached their duty to Plaintiffs, who suffered harm and injury, including harm and injury caused by resources, property, funding and/or equipment under Defendants' control.

138. As a direct and proximate result of Defendants' negligent supervision of the ExxonMobil security personnel, Plaintiffs have suffered and continue to suffer injuries entitling them to damages in amounts to be proven at trial.

139. Defendants' conduct constitutes negligent supervision and is actionable under the laws of the various states, including the District of Columbia, Delaware, New Jersey and Texas; and the laws of Indonesia.

**Tenth Cause of Action**  
**Conversion**

140. Plaintiffs incorporate by reference all of the preceding paragraphs as if set forth herein.

141. As part of the established practices of the ExxonMobil security personnel, homes of villagers near the ExxonMobil facilities in Arun were routinely and systematically burned and destroyed. Defendants and/or their agents committed wrongful acts or omissions that resulted in the homes of John Doe II and John Doe V being burnt and destroyed.

142. Defendants thereby deprived Plaintiffs John Doe II and John Doe V of property by wrongful acts and disposition as alleged above. At the time of the conversion, Plaintiffs John Doe II and John Doe V owned and/or possessed the property.

143. As a result of Defendants' conversion of Plaintiffs' property, John Doe II and John Doe V were damaged by the loss and/or the loss of the use of their property in an amount to be proven at trial.

144. Defendants' conduct constitutes conversion and is actionable under the laws of the various states, including the District of Columbia, Delaware, New Jersey and Texas; and the laws of Indonesia.

## **VII. DAMAGES**

### **Compensatory Damages**

145. Plaintiffs are entitled to recover compensatory damages in an amount to be ascertained at trial.

146. Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV have sustained pecuniary loss resulting from loss of consortium, society, comfort, attention, services and support of their deceased husbands.

### **Punitive Damages**

147. Defendants' unlawful, wanton, reprehensible, reckless and malicious conduct also warrants the imposition of punitive damages in an amount to be determined at trial.

148. Defendants and/or their agents' tortious conduct alleged herein, including the murder, torture, assault and detention of Plaintiffs and/or their husbands carried out by ExxonMobil security personnel, was intended to and actually did injure Plaintiffs. Defendants engaged in such outrageous conduct knowingly, willfully, maliciously, unlawfully and/or with reckless indifference and/or gross neglect to the injury and harm Defendants and/or their agents caused Plaintiffs.

149. Defendants and/or their agents were consciously indifferent and/or consciously aware of the foreseeable result that Plaintiffs would suffer injuries caused by Defendants' and/or their agents' tortious conduct, as alleged herein, including the murder, torture, assault and detention of Plaintiffs and/or their husbands carried out by ExxonMobil security personnel.

#### **VIII. DEMAND FOR JURY TRIAL**

150. Plaintiffs demand a trial by jury on all issues so triable.

#### **IX. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request the Court to:

- (a) enter judgment in favor of each of the Plaintiffs on all counts of the Complaint;
- (b) declare that Defendants have violated the laws of the various states, including the District of Columbia, and/or Indonesia as set forth herein;
- (c) award each of the Plaintiffs damages, including compensatory and punitive damages in an amount greater than \$75,000;
- (d) grant each of the Plaintiffs equitable relief, permanently enjoining Defendants from further engaging in abuses against Plaintiffs and their fellow villagers;

- (e) award each of the Plaintiffs the costs of suit including reasonable attorneys' fees, and
- (f) award each of the Plaintiffs such other and further relief as the Court deems just under the circumstances.

Dated: January 20, 2006

Respectfully submitted,

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