

Indonesian military hired to perform “security” services on behalf of Defendants Exxon Mobil Corporation, Exxon Mobil Oil Indonesia Inc, Mobil Corporation, and PT Arun LNG, Co.

(hereafter collectively referred to as “Defendants” unless otherwise specified).

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 human rights abuses, including genocide, murder, torture, crimes against humanity, sexual violence, and kidnaping in violation of the Alien Tort Claims Act (“ATCA”), 28 U.S.C. §1350, the Torture Victims Protection Act (“TVPA”), 28 U.S.C. §1350 (note), international human rights law, and the statutory and common tort law of the District of Columbia.

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 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. This Court has jurisdiction pursuant to 28 U.S.C. §1331, the ATCA and the TVPA, 28 U.S.C. §1350, for the alleged violations of international human rights law.

Supplemental jurisdiction exists over the state law causes of action pursuant to 28 U.S.C. § 1367. Personal jurisdiction over defendants is based on D.C. Statutes § 13-423.

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 is a citizen of Aceh Province, Indonesia and resides in Village E. He is an “alien” within the meaning of the ATCA. 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 a confidentiality agreement mutually agreed upon by the parties.

7. Plaintiff John Doe II is a citizen of Aceh Province, Indonesia and resides in Village F. He is an “alien” within the meaning of the ATCA. 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 agreement or order.

8. Plaintiff John Doe III is a citizen of Aceh Province, Indonesia and resides in Village G. He is an “alien” within the meaning of the ATCA. 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 agreement or order.

9. Plaintiff John Doe IV is a citizen of Aceh Province, Indonesia and resides in Village H. He is an “alien” within the meaning of the ATCA. 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 agreement or order.

10. Plaintiff John Doe V is a citizen of Aceh Province, Indonesia and resides in Village I. He is an “alien” within the meaning of the ATCA. 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 agreement or order.

11. Plaintiff John Doe VI is a citizen of Aceh Province, Indonesia and resides in Village J. He is an “alien” within the meaning of the ATCA. 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 agreement or order.

12. Plaintiff John Doe VII is a citizen of Aceh Province, Indonesia and resides in Village K. He is an “alien” within the meaning of the ATCA. 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 agreement or order.

13. Plaintiff Jane Doe I is a citizen of Aceh Province, Indonesia and resides in Village A. She is an “alien” within the meaning of the ATCA. 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 agreement or order.

14. Plaintiff Jane Doe II is a citizen of Aceh Province, Indonesia and resides in Village B. She is an “alien” within the meaning of the ATCA. 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 agreement or order.

15. Plaintiff Jane Doe III is a citizen of Aceh Province, Indonesia and resides in Village C. She is an “alien” within the meaning of the ATCA. 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 D. She is an “alien” within the meaning of the ATCA. 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 agreement or order.

Defendants

The Exxon Mobil Corporation

17. Defendant Exxon Mobil Corporation (“Exxon Mobil”) is a New Jersey corporation doing business and authorized to do business in the District of Columbia. Exxon Mobil maintains numerous places of business within the District of Columbia, including a major office at 2001 Pennsylvania Avenue N.W. Exxon Mobil was created on November 30, 1999 through the merger of Exxon Corporation and Mobil Corporation, and is the successor in interest to all assets previously owned by the merged entities, as well as all liabilities. As a result of the merger, Mobil Corporation merged into Exxon Corporation, which then changed its name to Exxon Mobil. Also as a result of the merger, Mobil Corporation became a wholly-owned

subsidiary of Exxon Mobil. Having reported approximately \$210 billion in revenue for the year 2000, Exxon Mobil is now listed as the largest publicly held American corporation by the magazine *Fortune*. In calendar year 2000, Exxon Mobil reported the world's largest corporate profits, and again reported record first quarter profits for calendar year 2001 of approximately \$5.05 billion, excluding the effects of the November 30, 1999 merger.

18. Exxon Mobil has several divisions and hundreds of affiliates, some of which are Defendants named herein. Divisions and affiliated companies of Exxon Mobil operate or market products in the United States and about 200 other countries and territories. Their principal business 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. Exxon Mobil also is a major manufacturer and marketer of basic petrochemicals, including olefins, aromatics, polyethylene and polypropylene plastics and a wide variety of specialty products.

20. Exxon Mobil is also engaged in exploration for, and mining and sale of coal, copper and other minerals. It also has interests in electric power generation facilities. Its affiliates also conduct extensive research programs in support of these businesses.

21. Defendant Exxon Mobil 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, Exxon Mobil 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., Exxon Mobil engages in activities to further its business interests through interactions with Members of Congress and the Executive Branch, and various regulatory agencies of the U.S. Government. Exxon Mobil also employs numerous employees and contractors within the District of Columbia to perform lobbying, public relations, advertising, and other business promotion activities. Furthermore, Exxon Mobil has numerous shareholders, including institutional investors, who reside in the District of Columbia.

22. Defendant Mobil Corporation (“Mobil”) is a Delaware corporation that, since the completion of its merger with the Exxon Corporation on November 30, 1999, is a wholly owned subsidiary of Defendant Exxon Mobil.

23. Mobil was originally incorporated in Delaware in 1976, and conducted its business primarily through its wholly owned subsidiaries, including Defendant Mobil Oil Corporation (“Mobil Oil”), a New York Corporation.

24. As a wholly-owned subsidiary and/or affiliate company of Defendant Exxon Mobil, 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 Exxon Mobil. 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.”

25. Mobil Oil Indonesia Inc. (“MOI”) is or was a Delaware Corporation that, on information and belief, originally was incorporated 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 Indonesia, including the Arun area of that country’s Aceh Province, located in Northern Sumatra. On information and belief, as of November 30, 1999, Defendant Exxon Mobil became the parent of MOI, and MOI was reconstituted as a Delaware corporation under the name Exxon Mobil Oil Indonesia, Inc. (“EMOI”), which is named as a Defendant herein.

26. Hereafter, unless otherwise specified, Defendants Exxon Mobil, Mobil, Mobil Oil and EMOI shall collectively be referred to as the “Exxon Mobil Defendants.” Additionally, unless otherwise specified, Defendants Mobil and Mobil Oil, together with MOI, shall collectively be referred to herein as the “Mobil Companies.”

27. Upon information and belief, Defendant Exxon Mobil 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 are referred to herein as the “Other EXMOBCOs.”

28. Defendant Exxon Mobil 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 the Other EXMOBCOs. Any such subsidiaries, affiliates, divisions or other entities are alter egos of Defendant Exxon Mobil, or, alternatively, are in an agency relationship with it. Exxon Mobil is vicariously liable under the doctrine of *respondet superior* for the acts or omissions of any subsidiaries, affiliates, divisions or other entities under its ownership and control.

PT Arun

29. Defendant PT Arun LNG, Co. ("PT Arun") is a joint venture company that is owned 55% by Indonesia's state owned oil and gas company, Pertamina, 35% by Exxon Mobil, and 10% by a Japanese company named Japan Indonesia LNG Company, Limited. On information and belief, PT Arun originally was created in or about 1976, and produces liquefied natural gas at a facility located in Indonesia's Arun area, which is located in the Aceh Province, Northern Sumatra. Defendant Exxon Mobil exercises ownership and significant control over PT Arun by virtue of its 35 % ownership, as well as its ongoing and exclusive contracts to supply PT Arun with 100% of the natural gas it liquefies and sells.

30. PT Arun was originally created for the purpose of processing the natural gas owned and produced by Defendant Mobil Oil, and/or one or more of its wholly owned subsidiaries that was under its direct control and supervision, including MOI. As of November 30, 1999, Defendant Exxon Mobil succeeded to the interests of the Mobil Companies and, accordingly, now serves as the agent of Defendant PT Arun in the United States. Among other services Exxon Mobil performs as an agent for Defendant PT Arun, Exxon Mobil promotes the

joint business interests in Indonesia through interactions with Members of Congress and the Executive Branch, and various regulatory agencies of the U.S. Government. Based on information and belief, Exxon Mobil, and its predecessors in interest, also served as the agent of PT Arun in Washington D.C. to attempt to secure funding, risk insurance, and security for the PT Arun joint venture, approaching, among others, the World Bank, the Asian Development Bank, the Overseas Private Investment Corporation, and the Export-Import Bank. Most recently, Exxon Mobil has worked to ensure that the U.S. government would not intervene in any way in Aceh that might damage or devalue the joint business interests of Exxon Mobil and PT Arun.

IV. BACKGROUND

The LNG Project in Arun, Indonesia

31. Defendant Mobil Oil or its predecessors in interest commenced business operations in Indonesia more than one hundred years ago. In or about 1971, Defendant Mobil Oil, working with Pertamina, discovered a large natural gas field in and around Arun, which is located in Indonesia's Aceh Province, Northern Sumatra.

32. Upon discovering the natural gas field in the Arun area, Mobil Oil contracted with the Indonesian government, which at that time was controlled by the brutal military regime headed by General Suharto, to obtain exclusive rights to explore for and produce natural gas in the Arun area in exchange for providing the Suharto family with "blank shares" in MOI, as well as other forms of direct and indirect payment.

33. Thereafter, Mobil Oil or one or more of its wholly-owned subsidiaries, affiliates or divisions, developed natural gas facilities to extract the natural gas, and Defendant PT Arun

developed a natural gas liquefaction facility to process it for shipment. Now, since the November 30, 1999 merger, Exxon Mobil, either directly or indirectly through its corporate subsidiaries, affiliates and divisions, including the Mobil Companies and/or the Other EXMOBCOs, owns and operates the extraction facilities, and, succeeded to the Mobil Companies' 35% share in Defendant PT Arun, which continues to own and operate the natural gas liquefaction processing facility.

34. Collectively, the Exxon Mobil Defendants' extraction facilities and Defendant PT Arun's liquification processing facilities will be referred to as "the Arun Project."

35. Since its development, the Arun Project has been one of the largest and most profitable natural gas projects in the world, and has helped catapult Indonesia as one of the world's largest natural gas producers and exporters.

Aceh Province

36. 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.

37. For many years, certain factions in Aceh have sought to obtain Aceh's independence from Indonesia to allow the ethnic Achenese to be free from the historical oppression by the Government of Indonesia. Recent reports have estimated that a separatist movement consisting of approximately 2,000 individuals is engaged in an effort to obtain Aceh's secession from Indonesia, and that the Indonesian military has placed more than 30,000 troops from other parts of the 13,000 island nation to squelch their movement.

38. In or about 1989 and ending in or about August, 1998, the Indonesian government, then under the rule of General Suharto, designated Aceh as a “military operational area” also known by the Indonesian acronym “DOM,” and directed the Indonesian military to occupy the province. During the nine year DOM period, the Indonesian military slaughtered, tortured, maimed, raped, and “disappeared” thousands of Achenese civilian villagers who were not in any way connected to the separatist movement. The DOM ended only when General Suharto’s dictatorship was ousted in mid-1998. During the months following General Suharto’s removal, a national human rights commission investigated the Indonesian military’s operations and activities in Aceh during the DOM period. Various fact-finding teams that traveled to Aceh unearthed a host of egregious human rights abuses against Achenese civilians, and several mass graves containing Achenese victims were discovered.

The Defendants’ Complicity in the Aceh Atrocities

39. Because of the extreme unpopularity of the Suharto regime, and the public knowledge that the Mobil Defendants had provided shares in Defendant MOI to General Suharto’s government and/or family, security was an essential element of the Arun Project. The extraction and liquefaction activities could not have been performed without a heavy military presence by the Indonesian military because of the involvement with and identification with the project by the Suharto regime. Accordingly, the Suharto regime agreed with the Mobil Companies as part of the above-described MOI stock transaction to dedicate one or more military units of the national army, known as the Tentara Nasional Indonesia (“TNI”), to provide “security” for the Arun Project. At least one unit of the TNI, No. 113, was assigned for the sole and specific purpose of providing such “security” for the Arun Project. The Mobil Companies

and/or Defendant PT Arun thereafter employed Unit 113, as well as other units of the TNI, and paid the Indonesian military a regular monthly or annual fee for such services.

40. At all times relevant herein, from the inception of the Arun Project to the present, Defendants and their predecessors in interest have had the ability to control and direct, and have indeed controlled and directed, the activities of the TNI units assigned to protect Defendants' interests in the Arun Project. Such control and direction includes conditioning payment on the provision of specific security services, making decisions about where to place bases, strategic mission planning, and making decisions about specific deployment areas.

41. The Mobil Companies and Defendant PT Arun were no strangers to the atrocities committed by the Indonesian military during the DOM period in Aceh. At the inception of the Arun Project, the Mobil Companies were specifically aware of the Suharto regime's extreme brutality and the public record of TNI's extreme brutality, particularly with respect to ethnic minorities within Indonesia. This knowledge was repeatedly confirmed by ongoing, specific, and publicly reported acts of terror and violence by the TNI, including those assigned specifically to provide "security" for the Arun Project. By November 30, 1999, when Defendant Exxon Mobil became the parent company of the Mobil Companies following the merger of Exxon Corporation with Mobil, there was a clear public record of pervasive and systematic human rights violations perpetrated upon the innocent noncombatant villagers of Aceh by the TNI troops specifically hired to provide "security" for the Arun Project and that had received direct support from the Mobil Companies and Defendant PT Arun. For example, the Mobil Companies provided logistical and material support to the Indonesian troops throughout the DOM period, including:

- (a) the construction and/or provision of buildings and supplies for two military barracks located on or next to the Mobil Companies' natural gas extraction facilities and Defendant PT Arun's liquefaction plant, commonly referred to as "Post 13" and "Rancong Camp," respectively, and which were used by Indonesian "Kopassus" (special forces) units to interrogate, torture and murder Achenese civilians suspected of engaging in separatist activities;
- (b) the provision of heavy equipment such as excavators so that the Indonesian military could dig mass graves to bury their Achenese victims; and
- (c) the use of roads constructed by the Mobil Companies and/or their contractors to transport the military's Achenese victims to mass graves located near the Mobil Companies' extraction operations and Defendant PT Arun's adjoining liquefaction facilities.

Thus, acting upon the ethnic tensions between the Aceh people and the Indonesian government, the Indonesian military used the pretense of providing "security" for the Arun Project to practice genocide on the people of Aceh, and in furtherance of this program, the troops specifically assigned to protect the Arun Project used the facilities at Rancong Camp and Post 13 to round up, torture and slaughter thousands of ethnic Achenese people.

42. The Mobil Companies and Defendant PT Arun knew or should have known that their logistical and material support was being used to effectuate the Indonesian military's commission of the human rights atrocities outlined above. Even if the Mobil Companies and Defendant PT Arun were unaware of these atrocities at the time they were committed, they nevertheless learned of them after the fact, yet thereafter continued to use the same troops for

“security,” and even demanded an increase in the number of troops protecting the Arun Project, thereby acknowledging and ratifying the Indonesian military’s conduct.

43. Throughout the DOM period, the Mobil Companies and Defendant PT Arun maintained continuous operations at the Arun Project and profited handsomely therefrom, having made billions of dollars in profits.

44. Since the collapse of the Suharto regime in 1998, there has been continuous violence in Aceh of the same character as outlined above. While continuing to serve as Defendants’ “security” service, the TNI continues to act without restraint, and continues to practice ethnic genocide. As in other Indonesian provinces, including East Timor and Kalimantan, with knowledge and acquiescence of Defendants, the TNI in Aceh escalated the genocide of the people of Aceh following the fall of the Suharto regime. The ongoing slaughter in Aceh is widely acknowledged internationally, and numerous human rights groups and governmental agencies have documented the international human rights violations. Numerous human rights groups, including several based in Aceh with current information on the genocide of the people of Aceh, specifically requested that the Mobil Companies and now, since November 30, 1999, Defendant Exxon Mobil, cease its operations in Aceh until it could make arrangements to operate without using the murderous TNI for security. These requests were refused, and Defendant Exxon Mobil has instead demanded that the Indonesian military security forces *increase* the number of troops and take all necessary steps to guarantee the security of the Arun Project, without regard for, and with full knowledge of, the human rights impact on the Achenese people who live near the Arun Project. Moreover, the Mobil Companies and, since November 30, 1999, Defendant Exxon Mobil, have continued to pay for the TNI’s “security

services” knowing and expecting that the military units specifically assigned to provide them with such services would continue to take any and all actions, including extreme violence of the character and nature described above, in order to ensure that the Arun Project would continue operating without interruption.

45. On or about March 9, 2001, after continuously operating during years of genocide, murder, torture, rape, kidnaping, unlawful detainment, and other human rights violations inflicted upon the people of Aceh by the Exxon Mobil “security” forces, Defendant Exxon Mobil shut down most of the Arun Project because the TNI could no longer “guarantee” the security of the physical facilities of the Arun Project and the Project employees.

46. Defendants took no action or took insufficient action to ensure that human rights violations would not be perpetrated by its TNI security forces using Arun Project support and facilities. As outlined above, Defendants have instead directly supported these human rights abuses by supporting the military security forces in an effort to protect Defendants’ interest in the Project. Defendants, in furtherance of the Arun Project, provided direct payments and supplies to the TNI security forces assigned to protect the Project. Defendants have also purchased military equipment for the security forces and have paid mercenaries to provide advice, training, intelligence and equipment to the TNI military in the Project area.

47. Defendants’ support of the Indonesian military has also extended beyond the Arun Project area, and includes general support for the TNI to ensure that Defendants’ business arrangement with the Indonesian government in Aceh is not nullified by the creation of an independent state for the people of Aceh as the result of a democratic uprising. Defendants’ support for the security forces and the Indonesian government is designed to keep the Indonesian

Government in power during the life of the Arun Project. The Indonesian military security forces have used funds from Defendants to support military operations designed to crush any dissent within Aceh, and to increase the capacity of the military to engage in repressive tactics against Achenese separatists. Defendants, therefore, directly supported and continue to support the military's reign of terror in Aceh.

V. INJURIES AND HARM SUFFERED BY THE PLAINTIFFS

48. Plaintiff John Doe I resides in Village E, 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 soldiers who were assigned to Exxon Mobil's TNI Unit 113. The soldiers shot him in the wrist, threw a hand grenade at him and then left him for dead. Plaintiff 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. This unprovoked attack was in furtherance of the TNI's policy of genocide towards the people of Aceh, and constituted torture for which Defendants remain liable.

49. Plaintiff John Doe II resides in Village F, 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 soldiers assigned to Exxon Mobil's TNI Unit 113. The soldiers put his motorbike in their truck and then beat him severely on his head and body. The soldiers 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 soldiers 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 the soldiers, who also tortured him using electricity all over his body, included his genitals. After approximately three months, the soldiers 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. The soldiers 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, the soldiers came to his house. Plaintiff John Doe II escaped from the soldiers, but the soldiers burned down his house. Defendants are liable for the acts described herein.

50. Plaintiff John Doe III resides in village G, 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 Exxon Mobil LNG complex. The refugee camp houses people who have been displaced by the destruction of their homes by the Exxon Mobil security forces. As he approached the camp, soldiers from Exxon Mobil's TNI Unit 113 shot him in three places on his leg. He fell down and lost consciousness. The soldiers took him to a police or military camp and tortured him for several hours while he continued to bleed from the gunshot wounds. The soldiers broke his kneecap, smashed his skull, and burned him with cigarettes. The soldiers 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 TNI Unit 113 soldiers. The soldiers kept him in custody for approximately one month and tortured him regularly. After one month, Plaintiff John Doe III was released, but only after a local human rights organization bribed government officials to secure his release. Defendants are liable for the acts described herein.

51. Plaintiff John Doe IV resides in Village H, 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 soldiers assigned to Exxon Mobil's TNI Unit 113. The soldiers beat him and then handcuffed him and blindfolded him. They took him to Post 13 where they continued to torture him by beating him and threatening to kill him. The soldiers accused him of being part of GAM, an Achenese separatist movement. Plaintiff John Doe IV told the soldiers that he is not a member of GAM. The soldiers nevertheless threw him to the ground and, using a soldier's knife, carved the letters "GAM" into his back. The soldiers kept Plaintiff John Doe IV in custody for several weeks, regularly torturing him and severely injuring him. He was eventually released after a local human rights organization bribed the soldiers to secure his release. Defendants are liable for the acts described herein.

52. Plaintiff John Doe V resides in Village I, which is located near the Arun Project area. In or about August, 1990, he was taken from his home by soldiers assigned to Exxon Mobil's TNI Unit 113, who took him to a building located inside the Exxon Mobil compound. He was interrogated and tortured there for several days. The soldiers burned him with cigarettes, beat him severely, and shocked him with electricity. As a result, Plaintiff John Doe V sustained severe injuries to his head and body. Plaintiff John Doe V eventually was released, but in or about December, 2000, TNI Unit 113 soldiers came to his house and burned it down. At that time, the soldiers also physically beat his son and broke his son's leg. Defendants are liable for the acts described herein.

53. Plaintiff John Doe VI resides in Village J near the Project Arun area. In or about November, 2000, he was accosted by soldiers assigned to Exxon Mobil's TNI Unit 113, who

took him into custody and accused him of being a member of GAM. Plaintiff John Doe VI told the soldiers that he is not a member of GAM. The soldiers 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. After he was tortured, the soldiers took him back to his village and ordered him to identify all villagers who were members of GAM. Plaintiff John Doe told the soldiers that he did not know who was a GAM member and repeated that he was not a GAM member. The soldiers then beat him again and shot him in the leg. They took him to a hospital for treatment, where he stayed for approximately one week. When he was ready to be released from the hospital, the soldiers took him to the police headquarters in North Aceh. He was kept in custody and tortured for four months, causing him to suffer additional severe injuries. At that point, the leader of his village took up a collection from the villagers and raised enough money to bribe the police into securing his release. Defendants are liable for the acts described herein.

54. Plaintiff John Doe VII resides in village K, which is located near the Arun Project area. In or about January, 2001, he was accosted by soldiers assigned to Exxon Mobil's TNI Unit 113. The soldiers kicked John Doe VII and took him to an office inside the Exxon Mobil compound. There, they beat him with the butt of a gun and a hammer, causing him to suffer severe injuries. The next day, the soldiers released him. Defendants are liable for the acts described herein.

55. Plaintiff Jane Doe I resides in Village A, which is located near the Arun Project area. In March, 2001, when Plaintiff Jane Doe I was pregnant, an Indonesian soldier assigned to Defendant Exxon Mobil's TNI Unit 113 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 soldier then beat and sexually assaulted Plaintiff Jane Doe I.

56. Plaintiff Jane Doe II resides in Village B, 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, Indonesian soldiers assigned to Exxon Mobil's TNI Unit 113, came to Village B and burned several homes and stores. The soldiers also opened fire on the field where Jane Doe II's husband was working and killed him. His murder was an unprovoked but intentional act of genocide and murder.

57. Plaintiff Jane Doe III resides in Village C, which is located near the Arun Project area. In September, 2000, Indonesian soldiers assigned to Exxon Mobil's TNI Unit 113 kidnaped Plaintiff Jane Doe III's husband, John Doe IX, at gunpoint. He has not been found since he was taken away by the soldiers and Plaintiffs allege that he has been killed by Exxon Mobil TNI Unit 113 and to have become yet another of the soldier's victims who have been "disappeared." His apparent murder was an unprovoked but intentional act of genocide and murder for which Defendants remain liable.

58. Plaintiff Jane Doe IV resides in Village D, which is located near the Arun Project area. In December, 2000, soldiers assigned to Exxon Mobil's TNI Unit 113, 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 but intentional act of genocide and murder for which Defendants remain liable.

VI. DEFENDANTS' VIOLATIONS OF LAW

59. Defendants' actions violate, and Plaintiffs' causes of action arise from, the following laws, agreements, conventions, resolutions and treaties, which constitute specific examples of the applicable law of nations or customary international law:

- (1) Alien Tort Claims Act, 28 U.S.C. § 1350;
- (b) Torture Victim Protection Act, 28 U.S.C. § 1350;
- (c) Common law of the United States of America;
- (d) United Nations Charter, 59 Stat. 1031, 3 Bevans 1153 (1945);
- (e) Universal Declaration of Human Rights, G.A. Res. 217A(iii), U.N. Doc. A/810 (1948);
- (f) International Covenant on Civil and Political Rights, G.A. Res. 2220A(xxi), 21 U.N. Doc., GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966);
- (g) Convention Against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment, G.A. res. 39/46, 39 U.N. Doc., GAOR Supp. (No. 51) at 197, U.N. Doc. A/39/51 (1984)(ratified 10/28/98);
- (h) Declaration on the Protection of All Persons From Being Subjected to Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment, G.A. Res. 3452, 30 U.N. Doc., GAOR Supp. (No. 34) at 91, U.N. Doc. A/10034 (1976);
- (2) Declaration for the Elimination of Violence against Women (UN General Assembly Resolution);
- (10) Vienna Declaration and Programme of Action (World Conference on Human Rights, 1993);

- (k) Fourth World Conference on Women Platform for Action (Beijing, 1994);
- (l) Convention for the Elimination of Discrimination Against Women (ratified 9/13/84) and Recommendation 19 of the Committee for the Elimination of Discrimination Against Women; and
- (m) Statutes and common law of the District of Columbia, including but not limited to wrongful death, theft by coercion, assault and battery, false imprisonment, kidnaping, negligence, recklessness, intentional infliction of emotional distress, negligent infliction of emotional distress, negligence and recklessness.

VII. DEFENDANTS' JOINT VENTURE LIABILITY

60. Defendant Exxon Mobil is a joint venture partner with the Indonesian Government with respect to the Arun Project. The joint venture includes the Indonesian Government's contract granting exploration and production rights to Defendant Exxon Mobil, and/or its predecessors in interest, in exchange for the payment of royalties and other consideration. Also pursuant to this joint venture, the Indonesian Government furnishes TNI troops to provide security to the Exxon Mobil Defendants and their predecessors in interest. As co-venturers with the Government of Indonesia, its state owned oil and gas company, Pertamina, and Defendant PT Arun, the Exxon Mobil Defendants are jointly and severally liable for all of the tortious actions committed by the TNI military security forces in connection with and in furtherance of the Arun Project as described in this Complaint and delineated specifically herein. In committing these tortious actions, based on information and belief, the TNI security forces were acting as a joint venture partner with Defendants, and were acting within the course and

scope of the joint venture with the advance knowledge, acquiescence or subsequent ratification of Defendants. The TNI security forces contractually provided by the Government of Indonesia to Defendants, as part of the understanding with its joint venture partners, were acting in furtherance of the Arun Project to protect the investment made by the joint venturers.

61. Defendants, as part of their contractual arrangements with the Government of Indonesia and/or Pertamina, pay a monthly or annual fee for security services provided by specific units of the TNI. The special military units that provide security for the Arun Project are therefore agents of Defendants. The military security forces, acting as agents of Defendants, have committed the tortious actions described in this Complaint and in connection with and in furtherance of the Arun Project. Defendants are further vicariously liable for all of the tortious actions committed by their agents done in connection with and in furtherance of the Arun Project as described herein. In committing these tortious actions, the military security forces were acting within the course and scope of the agency relationship created by contract with Defendants with the advance knowledge, acquiescence or subsequent ratification of Defendants. The TNI security forces, as part of the understanding with Defendants, were also acting to protect the investment made by Defendants and Pertamina.

62. With respect to all of the causes of action described below, the harm to Plaintiffs was either caused directly by the acts or omissions of Defendants or was caused by the acts or omissions of Defendants' co-venturers, making Defendants jointly and severally liable, or by the acts or omissions of Defendants' agents, making Defendants vicariously liable.

VIII. CAUSES OF ACTION

First Cause of Action

**The Alien Tort Claims Act, 28 U.S.C. § 1350
For Murder, Genocide, Torture,
Kidnaping and Crimes Against Humanity**

63. Plaintiffs incorporate by reference paragraphs 1 through 62 of this Complaint as if set forth herein.

64. Defendants' acts and omissions of intentionally and tortiously entering into contracts for exploitation, exploration and transportation of natural gas with the Government of Indonesia, knowing that performance of such contracts required an arrangement under which TNI troops would be created and deployed specifically to provide security for Defendants' facilities and employees, and that these troops would systematically engage in human rights violations of the indigenous people of Aceh, resulted in serious human rights abuses against Plaintiffs and their fellow villagers. Based on the facts described herein, these human rights abuses include genocide, murder, torture, crimes against humanity, sexual violence, and kidnaping. These acts violate the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. In acting together with the TNI security forces of the Government of Indonesia, Defendants acted under color of law in violating each of the applicable laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*.

65. The claims of Plaintiffs Jane Doe II, Jane Doe III, and Jane Doe IV, based on the deaths of their husbands at the hands of Defendants' TNI security forces, constitute murder. These murders were part of a systematic campaign of extermination of the people of Aceh by Defendants' TNI security forces and, therefore, constitute ethnic genocide. These acts of murder

and genocide violate the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*.

66. The claims of Plaintiffs John Doe I, John Doe II, John Doe III, John Doe IV, John Doe V, John Doe VI, and John Doe VII result from their being beaten, burned, shocked with cattle prods, kicked and subjected to other forms of brutality and cruelty. These acts were inflicted intentionally and with malice to cause Plaintiffs severe mental and physical pain and suffering. These acts amounted to torture and violate the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*.

67. Plaintiffs John Doe I, John Doe II, John Doe III, John Doe IV, John Doe V, John Doe VI, and John Doe VII were all forcibly removed by Defendants' TNI security forces to a place where they were detained for lengthy periods against their will. These removals and detentions were done intentionally and with malice to cause Plaintiffs severe mental and physical pain and suffering. These acts amounted to kidnaping and violate the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*.

68. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts that had the intent and the effect of grossly humiliating and debasing Plaintiffs Jane Doe I, John Doe I, John Doe II, John Doe III, John Doe IV, John Doe V, John Doe VI, and John Doe VII, and the deceased husbands of Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV, forcing them to act against their will and conscience, inciting fear and

anguish, and breaking their physical and/or moral resistance. Plaintiffs were placed in great fear for their lives and forced to suffer severe physical and psychological abuse and agony. The acts described herein constitute cruel, inhuman or degrading treatment in violation of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*.

69. Defendants' conduct in violation of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*, has caused Plaintiffs significant injury. Defendants are jointly and severally liable for the acts of any and all co-venturers in the Arun Project that are in violation of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. Defendants are also vicariously liable for any violations of their agents of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. Plaintiffs are entitled to injunctive relief and to recover compensatory and punitive damages in amounts to be ascertained at trial.

Second Cause of Action
The Torture Victim Protection Act, 28 U.S.C. § 1350
For Torture and Extrajudicial Killing

70. Plaintiffs incorporate by reference paragraphs 1 through 69 of this Complaint as if set forth herein.

71. Defendants' acts and omissions of intentionally and tortiously entering into contracts for exploitation, exploration and transportation of natural gas with the Government of Indonesia, knowing that performance of such contracts required an arrangement under which specific TNI troops would be created and deployed specifically to provide security for Defendants' facilities and employees, and that these troops would systematically engage in human rights violations of the indigenous people of Aceh, resulted in serious human rights abuses against Plaintiffs. These acts were inflicted intentionally and with malice to cause Plaintiffs severe mental and physical pain and suffering. These acts amounted to torture, with respect to the claims of all of the Plaintiffs, and with respect to the claims brought by Jane Doe II, Jane Doe III, and Jane Doe IV, on behalf of their deceased husbands, also amounted to extrajudicial killings. These acts violate the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. In acting together with the TNI security forces of the Government of Indonesia, Defendants acted under color of law.

72. Defendants' conduct in violation of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*, has caused Plaintiffs significant injury. Defendants are jointly and severally liable for the acts of any co-venturers in the project that are in violation of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. Defendants are

also vicariously liable for any violations of their agents of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. Plaintiffs are entitled to injunctive relief and to recover compensatory and punitive damages in amounts to be ascertained at trial.

Third Cause of Action
Violence Against Women

73. Plaintiffs incorporate by reference paragraphs 1 through 72 of this Complaint as if set forth herein.

74. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts against Plaintiff Jane Doe I of physical and psychological violence against women because of her gender, including sexual violence, thus violating her right to be free from torture and her right to equality, liberty and security of person, equal protection under the law, and the right to be free from all forms of discrimination.

75. The acts described herein constitute violations of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. The acts described herein are actionable under both the ATCA and the TVPA. In acting together with the TNI security forces of the Government of Indonesia, Defendants acted under color of law.

76. Defendants' conduct in violation of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*, has caused

Plaintiff Jane Doe I significant injury. Defendants are jointly and severally liable for the acts of any co-venturers in the project that are in violation of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*.

Defendants are also vicariously liable for any violations of their agents of the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*. Plaintiff Jane Doe I is entitled to injunctive relief and to recover compensatory and punitive damages in amounts to be ascertained at trial.

Fourth Cause of Action **Wrongful Death**

77. Plaintiffs incorporate by reference paragraphs 1 through 76 of this Complaint as if set forth herein.

78. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts that constitute wrongful death under the laws of the District of Columbia, the laws of the United States and the laws of Indonesia, and that caused the deaths of the husbands of Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV. Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV are the heirs at law for their deceased husbands. Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV have sustained pecuniary loss resulting from loss of society, comfort, attention, services and support of their deceased husbands.

79. Defendants' actions and omissions were a direct and substantial cause of the deaths of the husbands of Plaintiffs Jane Doe II, Jane Doe III, and Jane Doe IV. Defendants

failed to use due care to protect them from injury and harm, thereby proximately causing their wrongful deaths. Plaintiffs Jane Doe II, Jane Doe III and Jane Doe IV are entitled to recover compensatory and punitive damages in amounts to be ascertained at trial.

Fifth Cause of Action
Battery

80. Plaintiffs incorporate by reference paragraphs 1 through 79 of this Complaint as if set forth herein.

81. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed 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, which caused injury, damage, loss and harm to Plaintiffs John Does I, II, III, IV, V, VI, VII, and Jane Doe I.

82. The acts described herein constitute battery, actionable under the laws of the District of Columbia, the laws of the United States and the laws of Indonesia.

Sixth Cause of Action
Assault

83. Plaintiffs incorporate by reference paragraphs 1 through 82 of this Complaint as if set forth herein.

84. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts which caused Plaintiffs John Does I, II, III, IV, V, VI, VII, and Jane Doe I to be apprehensive that Defendants would subject them to imminent batteries and/or intentional invasions of their rights to be free from offensive and harmful contact, and said conduct demonstrated that Defendants had a present ability to subject Plaintiffs to an

immediate, intentional, offensive and harmful touching. 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.

85. The acts described herein constitute assault, actionable under the laws of the District of Columbia, the laws of the United States and the laws of Indonesia.

Seventh Cause of Action
Arbitrary Arrest and Detention

86. Plaintiffs incorporate by reference paragraphs 1 through 85 of this Complaint as if set forth herein.

87. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts which caused Plaintiffs John Does I, II, III, IV, V, VI, and VII to be arrested and detained. Such arrest and detention of Plaintiffs was illegal and unjust, carried out without a warrant, probable cause, reasonable suspicion or notice of charges.

88. 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. 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.

89. The acts described herein constitute arbitrary arrest and detention, actionable under the laws of the District of Columbia, and the laws of the United States.

Eighth Cause of Action
False Imprisonment

90. Plaintiffs incorporate by reference paragraphs 1 through 89 of this Complaint as if set forth herein.

91. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts to unlawfully exercise force or the express or implied threat of force to restrain, detain or confine Plaintiffs Jane Doe I, John Does I, II, III, IV, V, VI, and VII. The restraint, detention or confinement compelled Plaintiffs to stay or go somewhere against their will for some appreciable time.

92. Plaintiffs Jane Doe I, 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. Plaintiffs did not consent to such conduct, which caused injury, damage, loss and harm to them.

93. The acts described herein constitute false imprisonment, actionable under the laws of District of Columbia, and the laws of the United States.

Ninth Cause of Action
Intentional Infliction of Emotional Distress

94. Plaintiffs incorporate by reference paragraphs 1 through 93 of this Complaint as if set forth herein.

95. The acts described herein constitute outrageous conduct against Plaintiffs Jane Doe I, John Does I, II, III, IV, V, VI, and VII, and were without privilege.

96. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts which intended to cause Plaintiffs to suffer emotional distress. In the alternative, Defendants engaged in the conduct with reckless disregard of the probability of causing Plaintiffs to suffer emotional distress, Plaintiffs were present at the time the outrageous conduct occurred, and Defendants knew that the Plaintiffs were present.

97. Plaintiffs suffered severe emotional distress and the outrageous conduct of Defendants was a cause of the emotional distress suffered by Plaintiffs.

98. Defendants' outrageous conduct constitutes the intentional infliction of emotional distress and is actionable under the laws of the District of Columbia, and the laws of the United States.

Tenth Cause of Action
Negligent Infliction of Emotional Distress

99. Plaintiffs incorporate by reference paragraphs 1 through 98 of this Complaint as if set forth herein.

100. At all relevant times, Defendants, and each of them, owed Plaintiffs a duty to act with reasonable care, and at all relevant times, harm and/or injury to the Plaintiffs was reasonably foreseeable if such duty of care was breached.

101. At all relevant times, Defendants, and each of them, had the power, ability, authority and duty to stop engaging in the conduct described herein and to intervene to prevent or prohibit such conduct.

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

103. Despite said knowledge, power, and duty, Defendants, and each of them, breached their duty to Plaintiffs, and thereby negligently failed to act so as to stop engaging in the conduct described herein and to prevent or to prohibit such conduct or to otherwise protect Plaintiffs. To the extent that said negligent conduct was perpetrated by certain Defendants, and each of them, the remaining Defendants confirmed and ratified said conduct with the knowledge

that Plaintiffs' emotional and physical distress would thereby increase and with a wanton and reckless disregard for the deleterious consequences to Plaintiffs.

104. Plaintiffs Jane Doe II and IV were bystanders and immediately observed the circumstances of the murders of their husbands.

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

106. Defendants' conduct constitutes the negligent infliction of emotional distress and is actionable under the laws of the District of Columbia, and the laws of the United States.

Eleventh Cause of Action
Negligence Per Se

107. Plaintiffs incorporate by reference paragraphs 1 through 106 of this Complaint as if set forth herein.

108. Defendants failed to use ordinary or reasonable care in order to avoid injury to the Plaintiffs. Defendants' negligence was a cause of injury, damage, loss and harm to Plaintiffs.

109. As a result of these acts, Plaintiffs suffered harm including, but not limited to, physical harm, pain and suffering, and severe emotional distress. Defendants' conduct constitutes negligence and is actionable under the laws of the District of Columbia, the United States, Indonesia, the law of nations, customary international law, and worldwide industry standards and practices, including, but not limited to, the specific laws, agreements, conventions, resolutions and treaties listed in paragraph 59, *supra*.

Twelfth Cause of Action

Negligent Hiring

110. Plaintiffs incorporate by reference paragraphs 1 through 109 of this Complaint as if set forth herein.

111. On information and belief, Plaintiffs allege that Defendants selected, hired, retained and contracted with TNI military, intelligence and/or police forces and/or the other joint venturers to perform work and provide security for the Arun Project.

112. Defendants failed to exercise reasonable care in selecting, hiring, retaining and contracting with TNI military, intelligence and/or police forces and/or the other joint venturers to perform this work. At the time that Defendants selected, hired, retained and contracted with TNI military, intelligence and/or police forces and/or the other joint venturers and at all other relevant times, Defendants knew or reasonably should have known that TNI military, intelligence and/or police forces and/or the other joint venturers would violate Plaintiffs' rights and that, as a direct and proximate result of those violations, Plaintiffs would suffer injuries as alleged herein. Defendants' conduct constitutes negligence per se and is actionable under the laws of the District of Columbia, and the laws of the United States.

113. As a direct and proximate result of Defendants' negligent selection, hiring, retention and contracting with TNI military, intelligence and/or police forces and/or the other joint venturers, Plaintiffs have suffered and continue to suffer injuries entitling them to damages in amounts to be proven at trial.

Thirteenth Cause of Action **Negligent Supervision**

114. Plaintiffs incorporate by reference paragraphs 1 through 113 of this Complaint as if set forth herein.

115. When engaging in the wrongful conduct alleged herein, the TNI military, intelligence and/or police forces and/or the other joint venturers were acting as the agents of Defendants. Defendants exercised control over the operative details of the security services provided by the TNI military, intelligence and/or police forces and/or the other joint venturers.

116. Defendants knew or reasonably should have known that the TNI military, intelligence and/or police forces and/or the other joint venturers would violate Plaintiffs' rights, and that, as a direct and proximate result of those violations, Plaintiffs would suffer injuries as alleged herein.

117. Defendants had the authority to supervise, prohibit, control, and/or regulate the TNI military, intelligence and/or police forces and/or the other joint venturers so as to prevent these acts and omissions from occurring. Defendants also had the ability to cease production until such time as the violations alleged herein were stopped and/or prevented.

118. Defendants knew or reasonably should have known unless they intervened to protect Plaintiffs and properly to supervise, prohibit, control and/or regulate the conduct described herein, the TNI military, intelligence and/or police forces and/or the other joint venturers would perceive their acts and omissions as being ratified and condoned.

119. Defendants failed to exercise due care by failing to supervise, prohibit, control or regulate the TNI military, intelligence and/or police forces and/or the other joint venturers. Defendants' conduct constitutes negligent supervision and is actionable under the laws of the District of Columbia, and the laws of the United States. As a direct and proximate result of

Defendants' negligent selection, hiring, retention and contracting with the TNI military, intelligence and/or police forces and/or the other joint venturers, Plaintiffs have suffered and continue to suffer injuries entitling them to damages in amounts to be proven at trial.

Fourteenth Cause of Action
Conversion

120. Plaintiffs incorporate by reference paragraphs 1 through 119 of this Complaint as if set forth herein.

121. As part of the scorched earth practices of Defendants' TNI security forces, homes of villagers near the Arun Project were routinely and systematically burned and destroyed. Defendants committed, or acted in concert to commit, or Defendants' co-venturers or agents committed acts or omissions that resulted in the homes of John Doe II and John Doe V being burnt and destroyed.

122. 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.

123. Defendants' conduct constitutes conversion and is actionable under the laws of the District of Columbia, and the laws of the United States. 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.

Fifteenth Cause of Action
Aiding and Abetting

124. Plaintiffs incorporate by reference paragraphs 1 through 123 of this Complaint as if set forth herein.

125. Defendants knowingly provided substantial assistance to the Indonesian military units that committed the wrongful acts delineated in the preceding fourteen causes of action at ¶¶ 63-123 at the time such wrongful acts were perpetrated.

126. Defendants' aiding and abetting the Indonesian military units' wrongful acts delineated in the preceding fourteen causes of action at ¶¶ 63-123 is actionable under the laws of the District of Columbia.

IX. DEMAND FOR JURY TRIAL

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

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the Court to:

- (a) enter judgment in favor of Plaintiffs on all counts of the Complaint;
- (b) declare that Defendants have violated Plaintiffs' human rights and the laws of the State of District of Columbia and the United States, as set forth herein;
- (c) award Plaintiffs compensatory and punitive damages;
- (4) grant Plaintiffs equitable relief, permanently enjoining Defendants from further engaging in human rights abuses against Plaintiffs and their fellow villagers in complicity with the Indonesian Government and military;

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

Respectfully submitted this 11th day of June, 2001,

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