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LOS ANGELES SUPERIOR COURT

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ORIGINAL

**Case assigned to
Judge**

IRVING FEFER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT**

JOHN ROE III, JOHN ROE IV, JOHN ROE
VIII, JOHN ROE IX, AND JOHN ROE X,

Plaintiff,

vs.

UNOCAL CORPORATION AND UNION
OIL COMPANY OF CALIFORNIA, DOES
1 through 50, inclusive,

Defendants.

CASE NO. **B C237679**

COMPLAINT FOR:

1. Violation of the California Constitution Art 1 § 6
2. Battery
3. False Imprisonment
4. Assault
5. Intentional Infliction of Emotional Distress
6. Negligent Infliction of Emotional Distress
7. Negligence
8. Negligence Per Se
9. Conversion
10. Negligent Hiring
11. Negligent Supervision
12. Violation of Business & Professions Code §17200
13. Vicarious Liability
14. Unjust Enrichment
15. Equitable Relief

COMPLAINT/PLD/BURMA/KSL

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PLD-BURMA-KSL

1 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

2
3 I. NATURE OF THE ACTION

4 1. Plaintiffs John Roe III, John Roe VII, John Roe VIII, John Roe IX, and John Roe X
5 bring this Complaint for equitable relief and for damages to remedy the injury to their persons
6 caused by the wrongful conduct of defendants Unocal Corporation and Union Oil Company of
7 California (hereafter be referred to collectively as "Unocal" unless otherwise specified).

8 2. The claims in this action arise from defendant Unocal's conduct and that of its co-
9 venturers and/or partners, the State Law and Order Restoration Council (SLORC) of Burma,¹ the
10 Total, a Paris-based petroleum company ("Total"), and the Petroleum Authority of Thailand
11 Exploration & Production Public Co., Ltd ("PTTEP"), in connection with the construction of a
12 natural gas pipeline in the Tenasserim region of Burma to transport natural gas from gas fields
13 owned in part by defendant Unocal. The activities related to the construction of the pipeline will
14 hereafter be referred to as "the Project." In connection with and in furtherance of the Project, the
15 individual plaintiffs were subjected to serious human rights abuses in violation of Art. 1, § 6 of the
16 California Constitution, statutory provisions of the law of California, the common tort law of
17 California, and international human rights law.

18 II. PARTIES

19 3. Plaintiff John Roe III is a citizen of the Union of Burma from Village A who now lives as
20 a refugee in Thailand. He brings this action for equitable relief and for damages to remedy the
21 injuries to his person caused by the wrongful conduct of defendant Unocal, as more fully set forth
22 herein.

23 4. Plaintiff John Roe VII is a citizen of the Union of Burma from Village B who now lives as
24 a refugee in Thailand. He brings this action for equitable relief and for damages to remedy the

25
26 1. At the time of the events relevant to the litigation, Burma's ruling junta was called the
27 State Law and Order Restoration Committee [SLORC]. It has since changed its name to
28 the State Peace and Development Council [SPDC]. For purposes of this case, plaintiffs
will continue to refer to the Government of Burma as SLORC.

1 injuries to his person caused by the wrongful conduct of defendant Unocal, as more fully set forth
2 herein.

3 5. Plaintiff John Roe VIII is a citizen of the Union of Burma from Village C who now lives
4 as a refugee in Thailand. He brings this action for equitable relief and for damages to remedy the
5 injuries to his person caused by the wrongful conduct of defendant Unocal, as more fully set forth
6 herein.

7 6. Plaintiff John Roe IX is a citizen of the Union of Burma from Village D who now lives as
8 a refugee in Thailand. He brings this action for equitable relief and for damages to remedy the
9 injuries to his person caused by the wrongful conduct of defendant Unocal, as more fully set forth
10 herein.

11 7. Plaintiff John Roe X is a citizen of the Union of Burma from Village E who now lives as a
12 refugee in Thailand. He brings this action for equitable relief and for damages to remedy the injuries
13 to his person caused by the wrongful conduct of defendant Unocal, as more fully set forth herein.

14 8. Defendant Unocal Corporation is a for-profit corporation with its principal place of
15 business located at 1201 West 5th Street, Los Angeles, California 90017.

16 9. Defendant Union Oil Company of California is a for-profit corporation with its principal
17 place of business located at 1201 West 5th Street, Los Angeles, California 90017.

18 10. The true names of the, identities, or capacities of Defendants Does 1 through 50 are
19 currently unknown to Plaintiffs, who therefore sue these Defendants fictitiously as Does 1 through
20 50, inclusive. Upon the discovery of their true identities, Plaintiffs will amend this Complaint to
21 provide the true names, identities or capacities of these fictitiously named Defendants. At all relevant
22 times each Defendant was the agent or employee of the remaining Defendants and acted within the
23 course and scope of such agency or employment or ratified the acts of such Defendants. Plaintiffs are
24 informed and believe and thereon allege that each Defendant is in some way responsible for the
25 claims and or damages herein complained of and otherwise described

26 11. Based on information and belief, defendants Unocal Corporation and Union Oil Company
27 of California, for the purpose of attempting to shield themselves from liability or responsibility from
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1 wrongful acts committed in furtherance of the Project, and other oil and gas extraction activities,
2 created, or caused to have created, several subsidiaries. These subsidiaries, which are under the
3 ownership and control of Unocal Corporation and/or Union Oil Company of California, include, but
4 are not limited to, Unocal International Company, Unocal International Pipeline Corporation, Unocal
5 Global Ventures, Ltd., Unocal Myanmar Offshore Company Ltd., Moatama Gas Transportation
6 Company Ltd., and Unocal Asia-Pacific Ventures, Ltd. Unocal Corporation and Union Oil Company
7 of California remain fully liable for their own acts and the acts of any alter ego subsidiaries or
8 companies under their ownership or control. To the extent that any other subsidiaries or companies
9 under the ownership or control of defendants Unocal Corporation and Union Oil Company of
10 California are alter egos of Unocal Corporation and/or Union Oil Company of California, or are in
11 an agency relationship with Unocal Corporation and/or Union Oil Company of California, then
12 Unocal Corporation and/or Union Oil Company of California remain fully liable for any acts
13 committed by virtue of their ownership and/or control. Unocal Corporation and/or Union Oil
14 Company of California are also vicariously liable and liable under *respondeat superior* for the acts or
15 omissions of any subsidiaries or other companies under their ownership or control.

16 12. The California Superior Court has jurisdiction over claims based on the law of California.
17 Defendant Unocal is headquartered in Los Angeles County. Further, Unocal made all relevant
18 decisions that caused Plaintiffs' injuries at its headquarters in Los Angeles County. Finally, from its
19 headquarters in Los Angeles County, Unocal exercised control over its subsidiaries, co-venturers
20 and/or agents that acted to cause Plaintiffs' injuries.

21 13. On September 5, 1996, Plaintiffs previously filed their claims based on California law in
22 the Federal District Court for the Central District of California, along with related federal claims.
23 That Court entered a Judgment on September 5, 2000 declining to exercise pendant jurisdiction over
24 Plaintiffs' state law claims. Plaintiffs have herein timely filed their California state law claims
25 following entry of that Judgment.

26 14. Defendant Unocal entered into a joint venture and/or implied partnership involving
27 defendant Unocal, the SLORC regime, Total, and PTTEP to produce and transport natural gas
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1 from the Andaman Sea through Burma into Thailand. Defendant Unocal controls its interest in the
2 joint venture and/or implied partnership from its corporate headquarters in Los Angeles, California.
3 Defendant Unocal also acts as an agent for the joint venture and/or implied partnership in furthering
4 the interests of the Project in the United States.

5 III. FACTS

6 Background

7 15. In 1988, SLORC seized power in Burma with a violent and deadly suppression of the pro-
8 democracy uprising that year. The military regime massacred thousands of unarmed citizens of
9 Burma, including students, monks, women and children who participated in those demonstrations.

10 16. Following the 1988 massacre, Aung San Suu Kyi, the daughter of Burma's martyred
11 independence hero Aung San, and other democracy leaders, formed the National League for
12 Democracy (NLD). Aung San Suu Kyi has served as the General Secretary of NLD since its
13 formation.

14 17. In 1990, SLORC allowed elections in which the NLD won more than 80 per cent of the
15 parliamentary seats. These election results were internationally recognized. SLORC reacted with
16 severe repression aiming to incapacitate and prevent the winning political party from forming a
17 parliamentary democratic government and began to arrest elected politicians. The NLD caucus met
18 secretly and designated a group of elected representatives to form a government. The elected
19 representatives left for the liberated area on the Thai-Burmese border, and those who escaped arrest
20 formed the National Coalition Government of the Union of Burma (NCGUB).

21 18. On December 18, 1990, the NCGUB elected Dr. Sein Win as Prime Minister. The Prime
22 Minister was in the United States to speak at the United Nations when his return to the Thai/Burma
23 border was blocked. Because SLORC threatened Dr. Sein Win with arrest should he return to
24 Burma, the United States granted him political asylum. Dr. Sein Win operates and manages the
25 affairs of the NCGUB in exile from his offices in the District of Columbia. Dr. Sein Win is the Prime
26 Minister of the NCGUB, which represents the interests and rights of the Union of Burma and the
27 people of Burma.
28

1 19. From July 1989 to July 1995, SLORC had NLD's General Secretary, Aung San Suu Kyi,
2 under house arrest in Rangoon, Burma. In 1991, Aung San Suu Kyi was awarded the Nobel Peace
3 Prize for her leadership of the democracy movement in Burma. Due to her house arrest, however,
4 she was unable to attend the Nobel Peace Prize ceremony in Stockholm, Sweden. While her house
5 arrest has formally ended, Aung San Suu Kyi, and other leaders of the NLD, are being subjected to
6 coercion, including restrictions on movement and threats to their personal safety and liberty. Many
7 leaders have been arrested and some have died in custody under suspicious conditions. These deaths
8 have drawn protests from numerous governments, including that of the United States.

9 20. The Federation of Trade Unions of Burma (FTUB) was formed in 1991 by exiles from the
10 repressive SLORC regime. U Maung Maung is the General Secretary of the FTUB and represents
11 the interests and rights of all affiliates and members of the FTUB. The FTUB works with the NLD
12 and the NCGUB to promote democracy in Burma. FTUB and NCGUB officials met with officers
13 and employees of Unocal in 1992 and 1993 and provided specific information about SLORC's
14 record of human rights violations. FTUB and NCGUB specifically warned Unocal that SLORC
15 would commit human rights violations in furtherance of the Project and urged Unocal not to enter
16 into the Project since it would provide support for and perpetuate SLORC's reign of terror in
17 Burma.

18 21. The human rights abuses that violate California law that were committed by defendant
19 Unocal's joint venture partner and/or agent SLORC are internationally recognized, massive, and
20 systematic, and have been thoroughly documented by governmental and non-governmental agencies
21 and by the international media, among others. Further, Unocal's internal consultants and outside
22 advisors specifically warned Unocal that it was not possible to do business with the SLORC regime
23 without participating in human rights violations. Defendant Unocal knew or should of known of this
24 gross and long-standing record of SLORC's human rights violations.

25 The Joint Venture and Implied Partnership

26 22. In July of 1992, Total signed a production sharing contract with Myanmar Oil and Gas
27 Enterprise (MOGE), a company wholly owned and operated by SLORC. The contract involved the
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1 appraisal, development and production of natural gas from the Yadana natural gas field located in the
2 Andaman Sea, approximately 43 miles south of the Burmese shore, and requires the participants to
3 act as agents for SLORC.

4 23. On November 25, 1992, defendant Unocal accepted the terms of Total's offer to join
5 Total and SLORC as a joint-venturer and/or implied partner. The joint venture and/or implied
6 partnership began drilling the four test wells which eventually established the commercial viability of
7 the Yadana field. These joint venturers and/or implied partners then made an agreement to implement
8 the construction of the Project.

9 24. The Project consists of development of four platforms in the Yadana gas field and the
10 construction of a pipeline extending from the Yadana field to the Thai border. During 1993, the joint
11 venturers and/or partners in the Project agreed on the route for a 215-mile pipeline offshore of The
12 Union of Burma and a 39-mile onshore pipeline across the Union of Burma. The routing of the
13 pipeline was publicly revealed in January 1994.

14 25. Three final contracts for the Yadana field were completed in February of 1995, including:
15 a) a 30 year contract for the selling of natural gas to the Petroleum Authority of Thailand signed by
16 MOGE, Total, Unocal and PTTEP; b) a contract among PTTEP, Total and Unocal to build and
17 operate a gas transmission pipeline offshore from the Yadana field to the Burmese shore (215 miles)
18 and onshore from the Burmese shore to the Thai border (39 miles); and c) a sales contract to provide
19 MOGE's owner, SLORC, with 125 million cubic feet per day of natural gas.

20 26. As of November 1995, Total, Unocal, PTTEP and SLORC own 31.24%, 28.26%, 25.5%
21 and 15% interests in the entire joint venture and implied partnership respectively. Financing for
22 SLORC's equity stake in the project is being advanced by its partners and is to be repaid from
23 SLORC's share of future gas revenues.

24 27. Defendant Unocal accepted and approved participation in the Project from defendant
25 Unocal's joint venturer and/or implied partner SLORC. Upon information and belief, this acceptance
26 and approval by defendant Unocal occurred within the State of California. Defendant Unocal, as part
27 of the consideration for its participation in the Project, has on numerous occasions provided SLORC
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1 with cash payments, payments of goods and services and other forms of compensation to fund the
2 SLORC regime and allow it to remain in power during the life of the Project. Unocal has a direct
3 stake in perpetuating SLORC's reign of terror since there is a risk that a democratically-elected
4 successor to SLORC will not endorse contracts made by SLORC. This support for SLORC by
5 Unocal is part of the overall agreement with SLORC to complete the Project.

6 28. Upon information and belief, defendant Unocal's performance of its obligations with
7 respect to the Project is taking place and continues to take place in California. Such performance of
8 the joint venture and implied partnership contract in California includes but is not limited to: approval
9 of the overall project by Unocal's Management Committee, approval by the Unocal Management
10 Committee of the major expenditures for the Project, oversight of the project by Unocal's
11 Management Committee, transfer of monies to pay Unocal's share of the Project's expenses;
12 shipping equipment to the impacted region; assigning personnel to work on the Project; providing
13 technology and expertise for gas exploration and transportation; and monitoring and advising the
14 other partners' performance of their obligations, including those obligations of SLORC in the
15 Project. Decisions to provide SLORC with the compensation described in paragraph 24 were
16 likewise made and implemented in California.

17 29. Defendant Unocal controls its participation and performance in the Project from its
18 corporate headquarters in Los Angeles, California. Unocal also provides support for the Project from
19 its offices in Sugarland, Texas.

20 Pervasive Human Rights Violations in Furtherance of the Project

21 30. In connection with and furtherance of the Project, defendant Unocal's joint venturer
22 and/or implied partner SLORC was specifically and by contract given the task of clearing the right of
23 way for the pipeline. According to Total's Herve Madeo, who was the manager of the Yadana
24 Project throughout most of its construction, Article 17 of the production sharing contract (PSC) with
25 the SLORC government, provides that the government shall "assist and expedite contractors'
26 execution of the works programme by providing . . . security protection and rights of way and
27 easements" In implementing this requirement of the Project, SLORC has destroyed numerous
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1 villages to clear land for the pipeline route in the Union of Burma, burning homes, forcing people to
2 flee, and causing personal injury to people of Burma including plaintiffs and their families. Further,
3 SLORC forced Plaintiffs and others to perform labor in clearing the pipeline route.

4 31. In connection with and furtherance of the Project, defendant Unocal's joint venturer
5 and/or implied partner SLORC has engaged in and continues to engage in severe repression of the
6 people living in the pipeline region in the Union of Burma. This repression has included and
7 continues to include killings, forced labor, torture, and illegal detentions.

8 32. In connection with and furtherance of the Project, defendant Unocal's joint venturer
9 and/or implied partner SLORC was specifically given the task of building infrastructure necessary for
10 the construction of the pipeline Project, including building helipads, wharfs, bridges, roads, and
11 security buildings and camps. Unocal directed and controlled the military's actions. According to
12 Joel Robinson, the Unocal official in charge of onsite monitoring of the Project, "Total/Unocal [used
13 aerial photographs] . . . to show the military where they need helipads built and facilities secured. In
14 implementing this requirement of the Project, SLORC has terrorized numerous villages and rounded
15 up thousands of people, including plaintiffs, to perform forced labor to construct the required
16 infrastructure for the Project. In performing the forced labor, the villagers, including plaintiffs, were
17 subjected to violence, torture, beatings, illegal detention and deprivations of food, shelter and water.

18 33. In connection with and furtherance of the Project, defendant Unocal's joint venturer
19 and/or implied partner SLORC has the express contractual responsibility for providing and
20 maintaining a military presence in the pipeline region to provide security for the Project. According
21 to Total's Herve Madeo, who was the manager of the Yadana Project throughout most of its
22 construction, Article 17 of the production sharing contract (PSC) with the SLORC government,
23 provides that the government shall "assist and expedite contractors' execution of the works
24 programme by providing . . . security protection and rights of way and easements" In October 1992,
25 Madeo referred to SLORC's security role, stating: "We know there might be a [security] problem,
26 but we are fully busy on the drilling program so we don't focus on this yet. Obviously, the [SLORC]
27 government has told us that they will make the area safe."
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1 34. In connection with and furtherance of its responsibility for providing security for the
2 Project, defendant Unocal's joint venturer and/or implied partner SLORC created and moved into
3 the pipeline area several military battalions. These battalions force the villagers, including plaintiffs,
4 to serve as porters for extended periods of time. In serving as forced porters, the villagers, including
5 plaintiffs, were subjected to violence, torture, beatings, illegal detention and deprivations of food,
6 shelter and water.

7 35. Defendant Unocal has control over the military forces deployed in the area of the Project.
8 According to the U.S. State Department, Joel Robinson, the Unocal official in charge of monitoring
9 for human rights violations on the Project, "stated forthrightly that the companies have hired the
10 Burmese to provide security for the project and pay for this through the Myanmar Oil and Gas
11 Enterprise (MOGE). He said three truckloads of soldiers accompany project officials as they conduct
12 survey work and visit villages. He said Total's security officials meet with military counterparts to
13 inform them of the next day's activities so that soldiers can ensure the area is secure and guard the
14 work perimeter while the survey team goes about its business."

15 36. In connection with and furtherance of the Project, defendant Unocal's joint venturer
16 and/or implied partner SLORC has forced villagers living in the pipeline region to set up refugee
17 camps along the Thailand border to escape the ongoing human rights violations. To counteract the
18 flight into Thailand of persecuted refugees, the joint-venture and implied partner SLORC has
19 interfered with the humanitarian efforts of non-governmental organizations on the Thai side of the
20 border in an effort to force refugees back into the Union of Burma. This interference, through cross
21 border intimidation and other means, has included the cutting off of medicine and rice supplies
22 intended for the refugees, the sponsorship of armed attacks on refugee camps, and the kidnaping and
23 murder of refugees.

24 37. In connection with and furtherance of the Project, defendant Unocal's joint venturer
25 and/or implied partner SLORC has subjected and continues to subject forced laborers in the pipeline
26 region to killings and other serious human rights abuses. Many forced laborers die as a result of
27 constant beatings, unsanitary conditions, lack of food and lack of medical treatment.
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1 38. Defendant Unocal's joint venturer and/or implied partner SLORC operates with a yearly
2 budget of approximately 64.851 billion kyats/year (586 million dollars, 94/95 figures). As a result of
3 its forced labor practices, the joint venture and/or implied partner SLORC gains approximately 17.5
4 billion kyats/year (159 million dollars, 94/95 figures), monies which SLORC's forced laborers would
5 have received if paid at the normal labor rate for Burma of 60 kyats/per day (\$0.54 dollars per day
6 94/95 figures). The joint-venture and implied partner SLORC thereby gains significant monies by
7 subjecting villagers in Burma to forced labor conditions.

8 39. Defendant Unocal's joint venturer and/or implied partner SLORC has laundered and
9 continues to launder monies gained from forced labor to help finance the Project, including, but not
10 limited to, the financing of SLORC's military actions in the pipeline and railroad regions.

11 40. Defendant Unocal's joint venturer and/or implied partner SLORC has received and
12 continues to receive payments from Unocal. Based on information and belief, these payments are
13 designed to keep the SLORC regime in power during the life of the Project. SLORC has used these
14 funds to support military operations designed to crush any dissent within the country, increase the
15 capacity of SLORC to engage in repressive tactics, and to support generally the perpetuation of the
16 military regime. Plaintiffs have been harmed by Unocal's support for the SLORC regime, which is
17 designed to ensure that SLORC remains in power through the 20 year life of the Project.

18 41. The practice of using forced labor for development, private gain, and military portering by
19 defendant Unocal's joint venturer and/or implied partner SLORC is systematic and pervasive.
20 Defendant Unocal knew or should have known of SLORC's use of forced labor for the benefit of the
21 Project.

22 42. Defendant Unocal was warned repeatedly by its own consultants and by outside observers
23 that its joint venturer and/or implied partner SLORC used forced labor on other development
24 projects in Burma and committed other serious human rights abuses on development projects.

25 43. Defendant Unocal was repeatedly warned that SLORC would use forced labor and would
26 commit other serious human rights abuses in connection with the Project, but it dismissed these
27 warnings. In response to one such warning, John Imle, the president of defendant Unocal, stated:
28

1 "What I'm saying is that if you threaten the pipeline, there's gonna be more military. If forced labor
2 goes hand and glove with the military, yes there will be more forced labor. For every threat to the
3 pipeline, there will be a reaction."

4 44. In an opinion entered on September 1, 2000 in a federal action, John Roe III et al v.
5 Unocal et al, CV- 96-6112-RSWL, Federal District Court Judge for the Central District of
6 California, Ronald S.W. Lew, specifically found that "the evidence does suggest that Unocal knew
7 that forced labor was being utilized and that the Joint Venturers benefitted from the practice."

8 45. Defendant Unocal took no action or took insufficient action to ensure that forced labor
9 would not be used by its joint venturer and/or implied partner SLORC in connection with the
10 Project. Defendant Unocal took no action or took insufficient action to ensure that other serious
11 human rights abuses would not be committed by its joint venturer and/or implied partner SLORC in
12 connection with or in furtherance of the Project. Defendant Unocal has instead directly supported
13 these human rights abuses by making an arrangement to support the SLORC regime in an effort to
14 protect Unocal's interest in the Project.

15 46. Defendant Unocal, through its joint venturer and/or implied partner Total, and in
16 furtherance of the Project, provided direct payments and supplies to soldiers in certain units
17 specifically engaged in military operations connected to the pipeline. With specific approval from
18 Unocal, the Project also began paying porters or helpers, who were villagers forcibly recruited by the
19 military providing security for the pipeline. Only those villagers identified by the military received
20 payment, and in many cases payments made to villagers were later confiscated by the military. The
21 Project has also purchased military equipment for the SLORC military to be used in such military
22 operations and has paid mercenaries to provide advice, training, intelligence and equipment to the
23 elements of the SLORC military in the pipeline area. This support has extended beyond the pipeline
24 area to general support for the SLORC regime to ensure that defendant Unocal's business
25 arrangement with SLORC is not nullified by SLORC's loss of power in a democratic uprising.

26 The Harm to the Individual Plaintiffs

27 47. Plaintiff John Roe III, a villager from a village along the pipeline route, was forced to
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1 labor on the construction of barracks for SLORC battalions on land providing security specifically
2 for Unocal's pipeline Project near Kanbawk. He was paid no compensation for his labor and was
3 forced to bring his own tools and food. He and other forced laborers were made to clear land, cut
4 trees and pull tree roots.

5 48. Plaintiff John Roe III was also forced to serve as a porter for a SLORC battalion in
6 military offensives launched in 1991 to secure Nat Ein Taung. The Yadana pipeline will enter
7 Thailand at Nat Ein Taung, and it is the site of the metering station where the natural gas carried in
8 the pipeline is sold by the defendants to a Thai company. This is a key strategic geographic area that
9 will allow the pipeline to penetrate the mountainous area. Its capture was essential to the success and
10 feasibility of the Project and was done in furtherance of the Project. Plaintiff John Roe III, along
11 with 150 other porters, was forcibly recruited to carry 30 kilograms of ammunition and supplies as
12 he accompanied units operating in rugged terrain to the front line where the SLORC soldiers were
13 attacking. Elderly villagers were forced to provide a family member as a substitute porter or pay
14 someone else to go in their place. Those who could not afford to pay or who had no family members
15 who could go as substitutes were threatened with detention in the stockades at the military base
16 camp.

17 49. During the course of his forced portering, SLORC troops subjected Plaintiff John Roe III
18 to cruel and inhuman treatment by exposing him to hazards such as land mines and firefights with
19 ethnic opposition groups. Many porters were killed during the course of the of SLORC's 1991
20 military offensive to take Nat Ein Taung, including two villagers from plaintiff John Roe III's village
21 who were beaten to death by SLORC soldiers. Plaintiff John Roe III and the other porters received
22 no compensation for being forced to porter for SLORC troops and the SLORC paid no
23 compensation to the families of the two villagers who were beaten to death. He worked as a porter
24 because he feared what would happen to him if he tried to escape.

25 50. Plaintiff John Roe VII, a villager from a village along the pipeline route, was forced to
26 labor during 1992-93 to construct a base camp for SLORC battalions to provide security for
27 Unocal's pipeline Project near Ohnebinkwin. He was paid no compensation for his labor and was
28

1 forced to bring his own tools and food. He and many other villagers from the area were forced to
2 build the camps for at least three SLORC battalions, 408, 409 and 410.

3 51. Between 1993 and 1995, Plaintiff John Roe VII was forced to serve as a military porter
4 for SLORC battalions on security detail for the pipeline project. He was forced to carry heavy loads
5 of equipment and supplies, and was given very little to eat or drink, while the soldiers ate rations that
6 were provided to them by Unocal's joint venturer and/or implied partner Total.

7 52. Plaintiff John Roe VII was forced by SLORC soldiers to perform forced labor on the Ye
8 Tavoy railroad on two occasions between 1994-95. He had to move earth and build a foundation for
9 the track bed.

10 53. In mid-1995, Plaintiff John Roe VII was ordered by SLORC soldiers to go with them to
11 Heinze Boke Island. There, he was kept as a prisoner and slave for 6 weeks along with about 100
12 other villagers. He was forced at gunpoint to carry heavy loads of sand from the beach to the top of a
13 large hill. He and the other forced laborers finished three helipads and built bunkers at the top of the
14 hill to allow SLORC to guard the sea lanes to Heinze Channel and to have a strategic place to
15 protect defendant Unocal's pipeline from attack. He was given very little to eat or drink, and had to
16 cook with sea water because drinking water was so scarce.

17 54. Plaintiff John Roe VIII, a villager from a village along the pipeline route, was forced to
18 labor during 1991 to build a barracks for SLORC battalion 408. Around 100 villagers in total were
19 forced to work on the barracks construction. To prevent the villagers from escaping, the soldiers
20 roped them together in teams of five and kept in a jail-like building at night.

21 55. Between 1992-96, Plaintiff John Roe VIII was forced several times to serve as a porter for
22 SLORC military in the area around Michaunghlaung village. He was beaten severely by soldiers on
23 three different occasions for not moving fast enough. He was beaten so bad that he vomited blood.
24 No medical care was provided.

25 56. In March or April 1996 Plaintiff John Roe VIII was forced by SLORC battalion 407 to
26 work with approximately 100 other villagers to clear a path for Unocal's pipeline near Ye Pu In. He
27 also was forced to work on the construction of a bridge. Three foreign Caucasians, one of whom
28

1 was a women, came to inspect the work he and the others were doing. At the conclusion of the
2 construction work, which Plaintiff John Roe VIII was forced to do against his will by soldiers from
3 SLORC battalion 407, he was paid 4,000 Kyat, which he was told was payment at the rate of 200
4 Kyat per day. All of this was explained to him through a translator and he signed for receiving the
5 payment. Later that day, an officer from battalion 407 came and took the money from him. The
6 village headman then gave him just 200 kyats total for his work.

7 57. Plaintiff John Roe X was forced to porter for SLORC battalion 405 in the summer of
8 1995. The commander of the battalion was Major Ne Win. Plaintiff John Roe X was forced to carry
9 supplies and equipment for battalion 405 while it was on patrol in the area around Village E, along
10 the pipeline route.

11 58. Plaintiff John Roe X was elected to be the headman of Village E in 1996. After his
12 election, commanders from SLORC battalions 273, 403, 405 informed him that Village E would be
13 required to supply porters for the soldiers in the area providing security patrols for the Unocal
14 pipeline. This order was provided in front of a large group of soldiers and villagers. Later, battalions
15 407 and 409 also came to village E and made the same demand upon Plaintiff John Roe X. He
16 complied with the order and was forced to supply porters for the military upon demand.

17 59. Plaintiff John Roe X was, along with about 40 other villagers, forced to serve as a military
18 porter to carry supplies from Village E to a helipad between Kanbauk and Ohnbinkwin. At the end of
19 the trip, he was paid 800 kyats by a Caucasian foreigner, who required John Roe X to sign for the
20 receipt of payment. John Roe X learned that some of the others were paid, and others were
21 threatened by SLORC soldiers and told not to complain to the foreigners about not getting paid.

22 60. There were several other occasions when John Roe X was forced to work for the SLORC
23 military providing security for Unocal's pipeline project. He was also forced to act as a messenger
24 and observed the SLORC soldiers who were forcing him to work interacting with Caucasian
25 foreigners who were working on Unocal's pipeline project.

26 61. Plaintiffs had no access to any functioning legal system within Burma to raise their
27 complaints. If they had complained to the SLORC authorities, the very same SLORC authorities who
28

1 were inflicting the harm, they would have faced certain retribution and punishment for complaining.
2 Plaintiffs further had no access to the legal system in Thailand. As illegal immigrants, they would
3 have faced immediate deportation to Burma, which would have meant at least long-term
4 imprisonment for defying the SLORC regime's forced labor practices. Plaintiffs pursued their claims
5 within a reasonable time of learning of the prospect for joining a case in the U.S. courts.

6 **FIRST CAUSE OF ACTION FOR VIOLATION OF**
7 **THE CALIFORNIA CONSTITUTION, ART. 1 § 6**

8 62. Plaintiffs incorporate by reference paragraphs 1 to 61 of this Complaint as if set forth
9 herein.

10 63. Defendant Unocal, upon entering into contracts for exploitation, exploration and
11 transportation of natural gas with the SLORC regime which required SLORC to provide security for
12 the Project, construct infrastructure and clear the right of way knew or was substantially certain that
13 SLORC would force villagers, including Plaintiffs, to perform labor on the Project against their will
14 by force and threat of force.

15 64. As a result of Unocal's decision to hire the SLORC military to provide security for the
16 Project, clear the right of way for the pipeline, and construct infrastructure, SLORC forced plaintiffs
17 and other villagers to perform labor. Plaintiffs were made to perform such labor in violation of the
18 California Constitution, Art. 1, § 6, which prohibits slavery and involuntary servitude. Plaintiffs'
19 claims under the California Constitution are actionable pursuant to § 52.1 of the California Civil
20 Code, as amended July 7, 2000.

21 65. As a result of being subjected to slavery and/or involuntary servitude by Defendant
22 Unocal, Plaintiffs have suffered and continue to suffer injuries entitling them to compensatory
23 damages.

24 66. Defendant's actions, as alleged herein, constitutes malice and oppression within the
25 meaning of Civil Code Section 3294, entitling Plaintiffs to an award of punitive damages to make an
26 example of and punish the Defendant.

27 67. Plaintiffs are entitled to recover from Defendants compensatory and punitive damages
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1 an amount not less than \$500,000,000.

2 **SECOND CAUSE OF ACTION FOR BATTERY**

3 68. Plaintiffs incorporate by reference paragraphs 1 to 67 of this Complaint as if set forth
4 herein.

5 69. Defendant Unocal, upon entering into contracts for exploitation, exploration and
6 transportation of natural gas with the SLORC regime which required SLORC to provide security for
7 the Project, construct infrastructure and clear the right of way, and by providing direct support to the
8 SLORC regime to ensure that defendant's contract rights with SLORC were continued until the
9 Project was completed, knew or was substantially certain that SLORC would use torture and would
10 beat the plaintiffs in order to terrorize them into working on the Project as forced laborers.

11 70. As a result of Unocal's decision to hire the SLORC military to provide security for the
12 Project, clear the right of way for the pipeline, and construct infrastructure, SLORC forced plaintiffs
13 and other villagers to perform labor. In doing so, SLORC beat and caused bodily injury to the
14 plaintiffs. Defendant Unocal thereby intentionally committed acts which resulted in harmful or
15 offensive contact with plaintiffs' persons. Plaintiffs did not consent to the contact, which caused
16 injury, damage, loss or harm to the Plaintiffs.

17 71. The acts described herein constitute battery, actionable under the laws of California.

18 72. Defendant Unocal's conduct of knowingly exposing plaintiffs to the brutal practices of
19 SLORC caused plaintiffs significant injury allowing Plaintiffs to recover compensatory damages.

20 73. Defendants' actions, as alleged herein, constitutes malice and oppression within the
21 meaning of Civil Code Section 3294, entitling Plaintiffs to an award of punitive damages to make an
22 example of and punish Defendants.

23 74. Plaintiffs are entitled to recover from Defendants compensatory and punitive damages in an
24 amount not less than \$500,000,000.

25 **THIRD CAUSE OF ACTION FOR FALSE IMPRISONMENT**

26 75. Plaintiffs incorporate by reference paragraphs 1 to 74 of this Complaint as if set forth
27 herein.

1 76. Defendant Unocal intentionally and unlawfully exercised force or the express or implied
2 threat of force to restrain, detain or confine the Plaintiffs and others similarly situated. The restraint,
3 detention or confinement compelled the Plaintiffs to stay or go somewhere against their will for some
4 appreciable time. The Plaintiffs did not consent to this restraint, detention or confinement.

5 77. Defendant Unocal's and its agents' actions constituted false imprisonment, actionable
6 under the laws of California. Plaintiffs are entitled to compensatory damages.

7 78. Defendants' actions, as alleged herein, constitutes malice and oppression within the
8 meaning of Civil Code Section 3294, entitling Plaintiffs to an award of punitive damages to make an
9 example of and punish Defendants.

10 79. Plaintiffs are entitled to recover from Defendants compensatory and punitive damages in an
11 amount not less than \$500,000,000.

12 **FOURTH CAUSE OF ACTION FOR ASSAULT**

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

15 81. The conduct of defendant Unocal and its agents Plaintiffs to be apprehensive that
16 defendant would subject them to imminent batteries and/or intentional invasions of their rights to be
17 free from offensive and harmful contact, and said conduct demonstrated that defendant had a present
18 ability to subject Plaintiffs to an immediate, intentional, offensive and harmful touching.

19 82. The acts described herein constitute assault, actionable under the laws of California.
20 Plaintiffs are entitled to compensatory damages.

21 83. Defendants' actions, as alleged herein, constitutes malice and oppression within the
22 meaning of Civil Code Section 3294, entitling Plaintiffs to an award of punitive damages to make an
23 example of and punish Defendants.

24 84. Plaintiffs are entitled to recover from Defendants compensatory and punitive damages in an
25 amount not less than \$500,000,000.

26 ///

27 ///

1 **FIFTH CAUSE OF ACTION FOR INTENTIONAL**
2 **INFLICTION OF EMOTIONAL DISTRESS**

3 85. Plaintiffs incorporate by reference paragraphs 1 to 75 of this Complaint as if set forth
4 herein.

5 86. The acts described herein constitute outrageous conduct against Plaintiffs, and were
6 without privilege.

7 87. Defendant Unocal intended to cause Plaintiffs to suffer emotional distress, or, in the
8 alternative, (a) defendant engaged in the conduct with reckless disregard of the probability of
9 causing Plaintiffs to suffer emotional distress, (b) the Plaintiffs were present at the time the
10 outrageous conduct occurred and © the defendant knew that the Plaintiffs were present.

11 88. Plaintiffs suffered severe emotional distress and the outrageous conduct of the defendant
12 was a cause of the emotional distress suffered by Plaintiffs.

13 89. Defendant's outrageous conduct constitutes the intentional infliction of emotional distress
14 and is actionable under the laws of California and Plaintiffs are entitled to compensatory damages.

15 90. Defendants' actions, as alleged herein, constitutes malice and oppression within the
16 meaning of Civil Code Section 3294, entitling Plaintiffs to an award of punitive damages to make an
17 example of and punish Defendants.

18 91. Plaintiffs are entitled to recover from Defendants compensatory and punitive damages in an
19 amount not less than \$500,000,000.

20 **SIXTH CAUSE OF ACTION FOR NEGLIGENT**
21 **INFLICTION OF EMOTIONAL DISTRESS**

22 92. Plaintiffs incorporate by reference paragraphs 1 to 91 of this Complaint as if set forth
23 herein.

24 93. At all relevant times, defendant Unocal owed Plaintiffs a duty to act with reasonable care,
25 and/or injury to the Plaintiffs was reasonably foreseeable.

26 94. At all relevant times, defendant had the power, ability, authority and duty to stop engaging
27 in the conduct described herein and to intervene to prevent or prohibit such conduct.
28

1 95. At all relevant times, defendant knew, or reasonably should have known, that the conduct
2 described herein would and did proximately result in physical and emotional distress to the Plaintiffs.

3 96. Despite said knowledge, power, and duty, defendant Unocal breached its duty to plaintiffs
4 by entering into a business relationship with SLORC and by negligently failing to act so as to stop
5 engaging in the conduct described herein and to prevent or to prohibit such conduct or to otherwise
6 protect Plaintiffs. To the extent that said negligent conduct was perpetrated by certain agents of
7 defendant Unocal, the company confirmed and ratified said conduct with the knowledge that
8 Plaintiffs' emotional and physical distress would thereby increase and with a wanton and reckless
9 disregard for the deleterious consequences to Plaintiffs.

10 97. Plaintiffs were bystanders and immediately observed the circumstances of the torture and
11 other assaults on family members.

12 98. As a direct and legal result of defendant Unocal's wrongful acts, Plaintiffs have suffered
13 and will continue to suffer significant physical injury, pain and suffering and extreme and severe
14 mental anguish and emotional distress.

15 99. Defendant Unocal's conduct constitutes the negligent infliction of emotional distress and is
16 actionable under the laws of California. Plaintiffs are entitled to compensatory damages.

17 100. Defendants' actions, as alleged herein, constitutes malice and oppression within the
18 meaning of Civil Code Section 3294, entitling Plaintiffs to an award of punitive damages to make an
19 example of and punish Defendants.

20 101. Plaintiffs are entitled to recover from Defendants compensatory and punitive damages in an
21 amount not less than \$500,000,000.

22 **SEVENTH CAUSE OF ACTION FOR NEGLIGENCE**

23 102. Plaintiffs incorporate by reference paragraphs 1 to 101 of this Amended Complaint as if
24 set forth herein.

25 103. Defendant Unocal owed a duty to plaintiffs to exercise due care in conducting its
26 international ventures. Defendant Unocal breached its duty of care by engaging in business activities
27 with SLORC, a joint-venturer and implied partner with Unocal, which engages in severe repression
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1 and human rights abuses as outlined above.

2 104. Defendant Unocal knew or should have known that by entering into a joint venture and/or
3 implied partnership agreement with SLORC to exploit natural gas from the Andaman Sea and to
4 build a pipeline through Burma to transport such gas, SLORC would engage in forced labor, killings,
5 torture, village destruction, and property confiscation in connection with the Project. Defendant
6 Unocal also knew or should have known that by supporting the SLORC regime to ensure the
7 viability of the Project as agreed with SLORC, SLORC would engage in brutal violations of human
8 rights to repress all dissent.

9 105. Defendant Unocal further knew or should have known that its joint venture and/or implied
10 partnership with SLORC, as well as its other direct support for SLORC, would encourage and
11 support SLORC's human rights violations, including forced labor, killings, torture, and village
12 destruction. Further, that by providing direct and indirect support to SLORC, defendant Unocal
13 knew or should have known that this would prolong SLORC's reign of terror. Defendant Unocal
14 knew or should have known that the direct and proximate result of SLORC's actions would be the
15 mass migration across the border with Thailand of persons fleeing SLORC's brutality.

16 106. As a direct and proximate result of defendant Unocal's breaches of duties, Plaintiffs have
17 suffered injuries to their persons as described herein. Defendant Unocal's actions with respect to this
18 joint-venture and implied partnership have been negligent and reckless. Plaintiffs are entitled to
19 compensatory and punitive damages in amount of not less than \$500,000,000.

20 **EIGHTH CAUSE OF ACTION FOR NEGLIGENCE PER SE**

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

23 108. Defendant Unocal failed to use ordinary or reasonable care in order to avoid injury to
24 Plaintiffs. Defendant's negligence was a cause of injury, damage, loss or harm to Plaintiffs.

25 109. As a result of these acts, Plaintiffs suffered harm including, but not limited to, physical
26 injury, pain and suffering, and severe emotional distress. Defendant's conduct constitutes negligence
27 per se and is actionable under the laws of California. Plaintiffs are entitled to compensatory and
28

1 punitive damages in the amount of \$500,000,000.

2 **NINTH CAUSE OF ACTION FOR CONVERSION**

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

5 111. Defendant Unocal and its agents deprived Plaintiffs John Roes III, VII and VIII of
6 property by wrongful acts and disposition as alleged above. At the time of the conversion, plaintiffs
7 owned and/or were in possession of the property.

8 112. As a result of defendant Unocal's conversion of plaintiffs' property, plaintiffs were
9 damaged by the loss and/or the loss of the use of their property in an amount not less than
10 \$1,000,000.

11 **TENTH CAUSE OF ACTION NEGLIGENT HIRING**

12 113. Plaintiffs incorporate by reference paragraphs 1 to 112 of this Complaint as if set forth
13 herein.

14 114. In furtherance of the Project, defendant Unocal selected, hired, retained and contracted
15 with SLORC military, intelligence and/or police forces and/or the other joint venturers to clear the
16 right of way, construct infrastructure and provide security for the Project.

17 115. Defendant Unocal failed to exercise reasonable care in selecting, hiring, retaining and
18 contracting with SLORC military, intelligence and/or police forces and/or the other joint venturers to
19 perform this work. At the time that defendant selected, hired, retained and contracted with SLORC
20 military, intelligence and/or police forces and/or the other joint venturers and at all other relevant
21 times, defendant knew or reasonably should have known that SLORC military, intelligence and/or
22 police forces and/or the other joint venturers would violate plaintiffs' rights and that, as a direct and
23 proximate result of those violations, the plaintiffs would suffer injuries as alleged herein.

24 116. As a direct and proximate result of defendant Unocal's negligent selection, hiring,
25 retention and contracting with SLORC military, intelligence and/or police forces and/or the other
26 joint venturers, plaintiffs have suffered and continue to suffer injuries entitling them to damages in
27 amounts of \$500,000,000.

1 **ELEVENTH CAUSE OF ACTION FOR NEGLIGENT SUPERVISION**

2 117. Plaintiffs incorporate by reference paragraphs 1 to 116 of this Complaint as if set forth
3 herein.

4 118. On information and belief, when engaging in the wrongful conduct alleged herein, SLORC
5 military, intelligence and/or police forces and/or the other joint venturers were acting as the agents or
6 co-venturers of defendant Unocal. On information and belief, defendant Unocal exercised control
7 over the operative details of the Project work performed by SLORC military, intelligence and/or
8 police forces and/or the other joint venturers.

9 119. Defendant Unocal knew or reasonably should have known that SLORC military,
10 intelligence and/or police forces and/or the other joint venturers would violate plaintiffs' rights, and
11 that, as a direct and proximate result of those violations, the plaintiffs would suffer injuries as
12 alleged herein.

13 120. Defendant Unocal had the authority to supervise, prohibit, control, and/or regulate
14 SLORC military, intelligence and/or police forces and/or the other joint venturers so as to prevent
15 these acts and omissions from occurring.

16 121. Defendant Unocal knew or reasonably should have known unless they intervened to
17 protect plaintiffs and properly to supervise, prohibit, control and/or regulate the conduct described
18 herein, SLORC military, intelligence and/or police forces and/or the other joint venturers would
19 perceive their acts and omissions as being ratified and condoned.

20 122. Defendant Unocal failed to exercise due care by failing to supervise, prohibit, control or
21 regulate the SLORC military, intelligence and/or police forces and/or the other joint venturers. As a
22 direct and proximate result of defendant's negligent selection, hiring, retention and contracting with
23 SLORC military, intelligence and/or police forces and/or the other joint venturers, plaintiffs have
24 suffered and continue to suffer injuries entitling them to damages in the amount of \$500,000,000.

25 **TWELFTH CAUSE OF ACTION FOR VIOLATION OF BUSINESS
26 AND PROFESSIONS CODE § 17200**

27 123. Plaintiffs incorporate by reference paragraphs 1 to 122 of this Complaint as if set forth
28 herein.

1 124. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the general
2 public, pursuant to Business and Professions Code § 17204. The conduct of defendant Unocal as
3 alleged herein has been and continues to be deleterious to plaintiffs and the general public, and
4 plaintiffs are seeking to enforce important rights affecting the public interest within the meaning of
5 Code of Civil Procedure § 1021.5.

6 125. Defendant Unocal's fraudulent and deceptive practices as alleged herein constitute
7 ongoing and continuous unfair business practices within the meaning of Business and Professions
8 Code § 17200. Such practices include, but are not limited to, the knowing use of forced labor on the
9 Project, threats, rape, battery, and other acts of torture and further intimidation on the plaintiffs to
10 force plaintiffs to relocate, and force plaintiffs and others to work without just compensation on the
11 Project, and the making of material misrepresentations and omissions in the sale of securities.
12 Members of the public have been in the past and will in the future likely be damaged by these
13 practices.

14 126. The conduct as alleged herein constitutes clear violations of customary international law
15 and the laws of California. The use of such unfair, illegal, and forced labor creates an unfair business
16 advantage over competitors within California and the United States.

17 127. The acts described herein constitute unfair business practices in violation of California
18 Business & Professions Code §§ 17200 et seq.

19 128. The conduct as alleged herein constitutes a violation of California laws relating to labor
20 practices, criminal statutes, as well as obligations under customary international law. The use of
21 such unfair and illegal forced labor creates an unfair business advantage over competitors within
22 California and the United States.

23 129. Plaintiffs seek injunctive relief, disgorgement of all profits resulting from these unfair
24 business practices, restitution and other appropriate relief on behalf of themselves and members of
25 the general public as provided in Business and Professions Code § 17203.

26 **THIRTEENTH CAUSE OF ACTION FOR VICARIOUS LIABILITY**

27 130. Plaintiffs incorporate by reference paragraphs 1 to 116 of this Complaint as if set forth
28

1 herein.

2 131. Defendant Unocal's joint venture relationship with SLORC, and/or SLORC's performance
3 of duties in furtherance of the Project as an agent of defendant Unocal, makes defendant Unocal
4 vicariously liable for all of the tortious actions committed by SLORC in connection with and in
5 furtherance of the Project as described in paragraphs 1 to 114 above. In committing these tortious
6 actions, the joint venture partner and/or agent SLORC was acting within the course and scope of the
7 Project with the advance knowledge, acquiescence or subsequent ratification of defendant Unocal.

8 132. SLORC, as part of the understanding with its joint venture partners, including defendant
9 Unocal, was acting in furtherance of the Project to protect the investment made by the joint
10 venturers. Defendant Unocal understood that if SLORC lost power and a new, democratically-
11 elected government came to power, defendant's contract with SLORC would be jeopardized.
12 Defendant Unocal therefore directly supported and continues to support SLORC's reign of terror.

13 133. As a direct and proximate result of tortious acts performed by Unocal's joint venture
14 partner and/or agent SLORC, plaintiffs have suffered and continue to suffer injuries entitling them to
15 damages in the amount of \$500,000,000.

16 **FOURTEENTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

17 134. Plaintiffs incorporate by reference paragraphs 1 to 120 of this Amended Complaint as if
18 set forth herein.

19 135. As a result of the forced labor practices committed by the joint venture partner and/or
20 agent SLORC in connection with and in furtherance of the Project, defendant Unocal received
21 benefits through services tortiously obtained from plaintiffs. Defendant Unocal is under a duty of
22 restitution to plaintiffs for the benefits received therefrom.

23 136. Defendant Unocal's conduct constitutes unjust enrichment actionable under the laws of
24 California. Plaintiffs are entitled to compensatory damages.

25 137. Defendants' actions, as alleged herein, constitutes malice and oppression within the
26 meaning of Civil Code Section 3294, entitling Plaintiffs to an award of punitive damages to make an
27 example of and punish Defendants.
28

1 138. Plaintiffs are entitled to recover from Defendants compensatory and punitive damages in an
2 amount not less than \$500,000,000.

3 **FIFTEENTH CAUSE OF ACTION FOR EQUITABLE RELIEF**

4 139. Plaintiffs incorporate by reference paragraphs 1 to 138 of this Amended Complaint as if
5 set forth herein.

6 140. As a result of defendant Unocal's conduct, plaintiffs have suffered and are suffering
7 irreparable damage to their persons, their freedom and their rights under the laws of California and
8 customary international law.

9 141. In the absence of equitable relief, plaintiffs will suffer irreparable harm, and they do not
10 have an adequate remedy at law.

11 142. Plaintiffs are entitled to equitable relief to remedy the consequences of defendant Unocal's
12 actions, including, but not limited to an injunction prohibiting further damage to Plaintiffs' persons,
13 their freedom and their rights under the laws of California and customary international law, and
14 disgorgement of defendant Unocal's profits obtained through tortious practices.

15 **DEMAND FOR JURY TRIAL**

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

17
18 **WHEREFORE**, plaintiffs respectfully request the Court to:

19 As to the First - Eighth Causes of Action, the Tenth through Eleventh Causes of Action :

20 (A) For Compensatory and Punitive Damages in an amount not less than \$500,000;

21 As to the Ninth Cause of Action:

22 (B) For Compensatory Damages in the amount of \$1,000,000;

23 As to the Twelfth and Fifteenth Causes of Action:

24 (C) For disgorgement of all profits resulting from the unfair business practices, as alleged,
25 in an amount which is presently unknown but believed to be not less than
26 \$500,000,000 and which will be proved at the time of trial;

27 (D) For injunctive relief to prevent the Defendants from engaging in those actions as
28

1 alleged herein;

2 (E) For restitution

3 As to the Thirteenth Cause of Action

4 (F) For a finding that the tortious actions of SLORC were actions undertaken within the
5 course and scope of the Project with the advance knowledge, acquiescence or
6 subsequent ratification of Defendants.

7 (G) For Compensatory Damages in the amount of \$500,000,000.

8 As to the Fourteenth Cause of Action:

9 (H) For disgorgement of all profits which constitute unjust enrichment in an amount,
10 resulting from the forced labor practices as alleged, in an amount which is presently
11 unknown but not less than \$500,000,000 and which will be proved at the time of trial;

12 As to the Fifteenth Cause of Action:

13 (I) For Equitable Relief which includes but is not limited to an injunction prohibiting
14 further damage to Plaintiffs persons, their freedom and their rights and a
15 disgorgement of Defendants profits.

16 As to all Causes of Action:

17 (J) For entry of judgment in favor of plaintiffs on all counts of the Complaint;

18 (K) For costs of suit including reasonable attorneys' fees, and

19 (L) Such other and further relief as the Court deems just under the circumstances.

20
21 Dated: September 28, 2000.

22 Terry Collingsworth
23 Natacha Thys
24 INTERNATIONAL LABOR RIGHTS FUND
25 Suite 920
26 733 15th Street N.W.
27 Washington, D.C. 20005
28 Tel-202-347-4100
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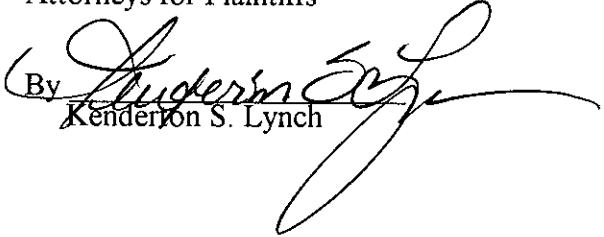
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By 
Kenderton S. Lynch

**CIVIL CASE COVER SHEET ADDENDUM
CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT**

This form is required in all new civil case filings in the Los Angeles Superior Court

- I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY OR NON-JURY AND CLASS ACTION? YES NO TIME ESTIMATED FOR TRIAL 8 HOURS DAYS.
- II. Select the correct district (4 steps):
1 After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.
2 Check one Superior Court type of action in Column 2 which best describes the nature of this case.
3 In Column 3 below, circle the reason for your choice of district that applies to the type of action you have checked.

Applicable Reasons for Choosing District (See Column 3 below)

B C237679

- | | |
|---|--|
| 1. Class Actions must be filed in Central District.
2. May be filed in Central(Non-PI/PD/Out-of-county PI/PD)
3. District where cause of action arose.
4. District where injury, death or damage occurred.
5. District where performance is expressly required. | 6. District where property is located.
7. District where petitioner resides.
8. District where defendant/respondent functions wholly therein.
9. District where one or more of the parties reside.
10. District where Labor Commissioner Office located. |
|---|--|

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

Auto Tort

Other PI/PD/DWD Tort

Non-PI/PD/DWD (Other)

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Dam./Wrongful Death Is this an uninsured motorist case? <input type="checkbox"/> Yes <input type="checkbox"/> No	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestosis - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
Other PI/PD/DWD (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional PI/PD/DWD (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input checked="" type="checkbox"/> A6005 Civil Rights	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3., 5.
Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.
Prof. Negligence (25)	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3. 1., 2., 3.

CIVIL CASE COVER SHEET ADDENDUM
 CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT

Civil Case Cover Sheet Category No.	Type of Action (Check only one)	Applicable Reasons - See Above
-1-	-2-	-3-
Other Non-PI/PD/W/D	A6025 Other Intentional Tort Complaint (not PI/W/D/PD)	1., 2., 3.
Tort (35)	A6026 Other Tort Complaint Case (not Intentional or PI/W/D/PD)	1., 2., 3.
Wrongful Termination (35)	A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	1., 2., 3., 10.
Breach of Contract (06) Warranty (not insurance)	A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction) A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5., 1., 2., 5.
Collections (09)	A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	A6009 Contractual Fraud A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5., 1., 2., 3., 8.
Emnt Dorn/Inv. Cond. (14)	A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property(not em. domain, landlord/tenant, foreclosure)	2., 6., 2., 6., 2., 6.
Unlawful Det-Comm(31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Det-Resid (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Det-Drugs (38)	A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration Award (11)	A6115 Petition to Compel/Confirm Arbitration	2., 5.

Judicial Review Unlawful Detainer Real Property Contract Employment

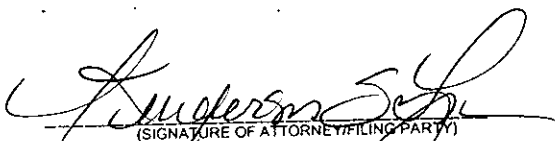
SHORT TITLE: JOHN ROE, III v. UNOCAL, et al.
 CASE NUMBER: _____

III. Choose the district: Enter the address of the accident, party residence or place of business, required performance, or other circumstance you have circled in Column 3 as the proper reason for filing in the district you selected.

REASON: CHECK THE NUMBER YOU CIRCLED IN 3- WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			1201 W. 5TH STREET LOS ANGELES, CA 90017
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90017	

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the CENTRAL District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on SEPT. 28, 2000 at LOS ANGELES California.

(date) (city)


 (SIGNATURE OF ATTORNEY/FILING PARTY)
KENDERTON S. LYNCH, ESQ.

New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct court district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the district, as set forth in Los Angeles Superior Court Local Rule 2 (d). It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court.

PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk (Summons forms available at the Forms Counter).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet" form (Superior Court Form Number 982.2(b)(1)A, revised 7/99), completely filled out and submitted with the Civil Case Cover Sheet. *
5. Payment in full of the filing fee or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

* With the exception of cases concerning personal injury (including wrongful death) and property damage occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all civil actions may be optionally filed either in the Central District or in whichever other district the rule would allow them to be filed. When a party elects to file an action in Central District which would also be eligible for filing in one or more of the other districts, this form must still be submitted with location and assignment information completed.

Misc. Civil Petitions Misc. Civ. Cmplts Enforcement of Judgment Provisionally Complex Litig. Judicial Review (continued)

SHORT TITLE: JOHN ROE, III V. UNOCAL, et al. CASE NUMBER

Civil Case Cover Sheet Category No.	Type of Action (Check only one)	Applicable Reasons - See Above
-1-	-2-	-3-
(02) Writ of Mandate	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8, 2, 2, 2
(39) Oth. Jud. Review	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8
(03) Antitrust/Trade Reg.	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
(10) Construction Defect	<input type="checkbox"/> A6007 Construction defect	1, 2, 3
(40) Cim. Inv Mass Tort	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
(28) Securities Litig.	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
(30) Tox. Tort/Environm	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
(41) Ins Coverage Clms from Complex Case	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 9, 2, 6, 2, 9, 2, 8, 2, 8, 2, 8, 2, 8, 2, 8, 9
(27) RICO	<input type="checkbox"/> A6033 Racketeering Case	1, 2, 8
(42) Other Complaints (Not Specified Above)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8, 1, 2, 8, 2, 8, 1, 2, 8, 1, 2, 8
(21) Partnership/Corp. Gov.	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
(43) Other Petitions (Not Specified Above)	<input type="checkbox"/> A6121 Civil/Workplace Harassment <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9, 2, 2, 2, 3, 4, 8, 2, 7, 2, 9

SHORT TITLE:

JOHN ROE III V. UNOCAL, et al.

CASE NUMBER

CIVIL CASE COVER SHEET ADDENDUM
CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO DISTRICT

This form is required in all new civil case filings in the Los Angeles Superior Court

I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
[X] JURY OR [] NON-JURY AND CLASS ACTION? [] YES [X] NO TIME ESTIMATED FOR TRIAL 8 [] HOURS [X] DAYS.

II. Select the correct district (4 steps):

- 1 After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.
2 Check one Superior Court type of action in Column 2 which best describes the nature of this case.
3 In Column 3 below, circle the reason for your choice of district that applies to the type of action you have checked.

Applicable Reasons for Choosing District (See Column 3 below)

- 1. Class Actions must be filed in Central District.
2. May be filed in Central(Non-PI/PD/Out-of-county PI/PD)
3. District where cause of action arose.
4. District where injury, death or damage occurred.
5. District where performance is expressly required.
6. District where property is located.
7. District where petitioner resides.
8. District where defendant/respondent functions wholly therein.
9. District where one or more of the parties reside.
10. District where Labor Commissioner Office located.

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

Auto Tort

Other PI/PD/W/D Tort

Non-PI/PD/W/D (Other)

Table with 3 columns: -1- Civil Case Cover Sheet Category No., -2- Type of Action (Check only one), and -3- Applicable Reasons - See Above. Rows include Auto (22), Asbestos (04), Product Liability (24), Medical Malpractice (45), Other PI/PD/W/D (23), Business Tort (07), Civil Rights (08), Defamation (13), Fraud (16), Intellectual Property (19), and Prof. Negligence (25).

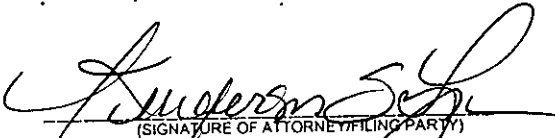
Civil Case Cover Sheet Category No.	Type of Action (Check only one)	Applicable Reasons - See Above
-1-	A6025 Other Intentional Tort Complaint (not P/W/D/P/D) A6026 Other Tort Complaint Case (not Intentional or P/W/D/P/D)	1., 2., 3.
	Wrongful Termination	1., 2., 3.
	Other Employment	1., 2., 3.
	(15) A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	10.
	Breach of Contract/Warranty (not insurance) A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction) A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case	2., 5.
	Insurance Coverage A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract A6009 Contractual Fraud A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5., 8.
	Emtl Dorniv. Cond. (14) A7300 Eminent Domain/Condemnation Number of parcels	2.
	Wrongful Eviction (33) A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26) A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property(not em. domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6. 2., 6.
	Unlawful Det-Comm(31) A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Det-Resid (32) A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Det-Drugs (38) A6022 Unlawful Detainer-Drugs	2., 6.
	Asset Forfeiture (05) A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration Award (11) A6115 Petition to Compel/Confirm Arbitration	2., 5.

Judicial Review Unlawful Detainer Real Property Contract Employment

III. Choose the district: Enter the address of the accident, party residence or place of business, required performance, or other circumstance you have circled in Column 3 as the proper reason for filing in the district you selected.

REASON: CHECK THE NUMBER YOU CIRCLED IN 3- WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input checked="" type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			1201 W. 5TH STREET LOS ANGELES, CA 90017
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90017	

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 (SIGNATURE OF ATTORNEY/FILING PARTY)
KENDERTON S. LYNCH, ESQ.

New Civil Case Filing Instructions

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PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

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6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
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SHORT TITLE: JOHN ROE, III V. UNOCAL, et al.
CASE NUMBER: _____

-1- Civil Case Cover Sheet Category No. Type of Action (Check only one)
-3- Applicable Reasons - See Above

Writ of Mandate
 A6151 Writ - Administrative Mandamus
 A6152 Writ - Mandamus on Limited Court Case Matter
 A6153 Writ - Other Limited Court Case Review
2.8. 2. 2.

Oh. Jud. Review (39)
 A6150 Other Writ/Judicial Review
2.8.

Antitrust/Trade Reg. (03)
 A6003 Antitrust/Trade Regulation
1.2.8.

Construction Defect (10)
 A6007 Construction defect
1.2.3.

Civ. Inv. Mass Tort (40)
 A6006 Claims Involving Mass Tort
1.2.8.

Securities Litig. (28)
 A6035 Securities Litigation Case
1.2.8.

Tox. Tort/Environm (30)
 A6036 Toxic Tort/Environmental
1.2.3.8.

Ins Coverage Clms from Complex Case (41)
 A6014 Insurance Coverage/Subrogation (complex case only)
1.2.5.8.

Enforcement of Judgment (20)
 A6141 Sister State Judgment
 A6160 Abstract of Judgment
 A6107 Confession of Judgment (non-domestic relations)
 A6140 Administrative Agency Award (not unpaid taxes)
 A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax
 A6112 Other Enforcement of Judgment Case
2.9. 2.6. 2.9. 2.8. 2.8. 2.8. 2.8. 2.8. 2.8. 2.9.

RICO (27)
 A6033 Racketeering Case
1.2.8.

Other Complaints (Not Specified Above) (42)
 A6030 Declaratory Relief Only
 A6040 Injunctive Relief Only (not domestic/harassment)
 A6011 Other Commercial Complaint Case (non-tort/non-complex)
 A6000 Other Civil Complaint (non-tort/non-complex)
1.2.8. 1.2.8. 2.8. 1.2.8. 1.2.8.

Partnership/Corp. Gov. (21)
 A6113 Partnership and Corporate Governance Case
2.8.

Other Petitions (Not Specified Above) (43)
 A6121 Civil/Workplace Harassment
 A6190 Election Contest
 A6110 Petition for Change of Name
 A6170 Petition for Relief from Late Claim Law
 A6100 Other Civil Petition
2.3.9. 2. 2.7. 2.3.4.8. 2.9.

Misc. Civil Petitions Misc. Civ. Cmplts Enforcement of Judgment Provisionally Complex Litig. Judicial Review (continued)