

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; KARALOLO KOGBARA; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as Administrator of the Estate of his late brother SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE and their surviving children; MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL; JAMES B. N-NAH, individually and as Administrator of the Estate of late brother UEBARI N-NAH and his surviving children,

Plaintiffs,

– against –

SHELL PETROLEUM, N.V., formerly ROYAL DUTCH PETROLEUM COMPANY; SHELL TRANSPORT AND TRADING COMPANY, LTD., formerly THE “SHELL” TRANSPORT AND TRADING COMPANY, p.l.c.,

Defendants.

96 Civ. 8386
(KMW)(HBP)

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as the Administrator of the Estate of his late Brother, SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE; MONDAY GBOKOO, individually and as Administrator of the estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL,

Plaintiffs,

– against –

BRIAN ANDERSON,

Defendant.

01 Civ. 1909
(KMW)(HBP)

KEN WIWA, individually and on behalf of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and on behalf of her late husband JOHN KPUINEN; KARALOLO KOGBARA; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and on behalf of his late brother SATURDAY DOOBEE; FRIDAY NUATE, individually and on behalf of her late husband FELIX NUATE; MONDAY GBOKOO, brother of the late DANIEL GBOKOO; DAVID KIOBEL, individually and on behalf of his siblings STELLA KIOBEL, LEESI KIOBEL AND BARIDI KIOBEL and on behalf of his minor siblings, ANGELA KIOBEL and GODWILL KIOBEL for harm suffered for the wrongful death of their father Dr. BARINEM KIOBEL; JAMES B. N-NAH, individually and on behalf of his late brother UEBARI N-NAH,

04 Civ. 2665
(KMW)(HBP)

Plaintiffs,

– against –

SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED,

Defendant.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is made as of June 8, 2009, by and between the plaintiffs in the above-captioned litigations (the "Litigations"), as listed on Exhibit A hereto, on behalf of themselves, as well as any person or estate on whose behalf plaintiffs made any claim in the Litigations ("Plaintiffs"), and Shell Petroleum, N.V., formerly Royal Dutch Petroleum Company; Shell Transport and Trading Company, LTD., formerly The "Shell" Transport and Trading Company, p.l.c.; The Shell Petroleum Development Company of Nigeria Limited; and Brian Anderson (collectively, "Defendants");

WHEREAS, Plaintiffs initiated the Litigations against Defendants;

WHEREAS, Defendants denied the allegations of wrongdoing contained in the complaints in each of the Litigations and deny any wrongdoing or liability to Plaintiffs;

WHEREAS, the parties are entering into this Settlement Agreement to eliminate the uncertainties, burden and expense of further protracted litigation;

WHEREAS, the parties and their counsel conducted a course of negotiations;

WHEREAS, Plaintiffs are entering into a settlement of their own individual claims and do not purport to negotiate on behalf of the Ogoni people;

WHEREAS, Plaintiffs want the resolution of their individual claims to provide some benefit to the Ogoni people and thus Plaintiffs have agreed to the creation of the Trust contemplated by this Settlement Agreement;

WHEREAS, Plaintiffs will set up a trust for the purposes of education, health, community development and other benefits for the Ogoni people and their communities, including Educational Endowments, Skills Development, Women's

Programmes, Agricultural Development, Small Enterprise Support, and Adult Literacy (the "Trust"). Governance of the Trust will be independent from Plaintiffs and Defendants.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Settlement Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, and in full and complete release, discharge and final settlement of any and all claims that were or could have been asserted in the Litigations or that relate to the subject matter of the Litigations, the parties agree as follows:

1. In connection with this Settlement Agreement, counsel for Plaintiffs and counsel for Defendants shall execute a Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit B, dismissing with prejudice Plaintiffs' claims in the Litigations (the "Stipulation of Dismissal with Prejudice"), and counsel for Plaintiffs and counsel for Defendants shall execute a joint motion to expedite the issuance of the mandate in the form attached hereto as Exhibit C with respect to Plaintiffs' appeal in *Wiwa v. Shell Petroleum Development Company of Nigeria Limited*, No. 08-1803-cv (the "Appeal Motion").

2. Within three (3) business days following the filing of this Settlement Agreement, the Stipulation of Dismissal with Prejudice, and the Appeal Motion, in full and complete settlement of the Settled Claims as defined below, Shell Petroleum N.V. and Shell Transport and Trading Company, LTD. will pay a total of \$7,500,000 and The Shell Petroleum Development Company of Nigeria Limited will pay a total of \$3,500,000 (the "Settlement Amount") by wire transfer to an escrow account at JPMorgan Chase Bank, N.A. pursuant to Plaintiffs' counsel's instructions to be held in escrow by that bank (the "Escrow Account"). The escrow agent shall pay the Settlement Amount from the Escrow Account as follows:

(a) Plaintiffs will advise the escrow agent of the amount to be paid for attorneys' fees and disbursements and ex gratia payments to plaintiffs and to the estates they represent to be paid from the Settlement Amount and the method of payment, and such amount shall be paid pursuant to that advice promptly following such notice.

(b) Plaintiffs will advise the escrow agent of the method of payment for the balance of the Settlement Amount to the Trust created to meet the purposes described above, and such amount shall be paid to the Trust pursuant to that advice promptly following such notice.

3. This Settlement Agreement constitutes a full, final and mutual disposition, release and settlement with prejudice of any and all manner of actions, arbitrations, causes of action, claims, counterclaims, cross-claims, demands, or suits known or unknown that are, were, or could have been asserted in the Litigations or that relate to the subject matter of the Litigations (the "Settled Claims"). In particular:

(a) Each Plaintiff, his or her predecessors, administrators, successors and assigns, as well as any person or estate on whose behalf Plaintiff made any claim in the Litigations hereby releases, remises and forever discharges Defendants and their respective shareholders, subsidiaries, affiliates, predecessors, successors, assigns, along with their current and former officers, directors, employees and agents from any liability for the Settled Claims; and

(b) Each Defendant hereby releases, remises and forever discharges Plaintiffs, their predecessors, administrators, successors and assigns, as well as any person or estate on whose behalf Plaintiffs made any claim in the Litigations from any liability for the Settled Claims.

4. The parties all represent and warrant that they have the authority to enter into this Settlement Agreement and all the releases, representations and warranties contained in this Settlement Agreement. In particular:

(a) By executing and becoming a party to this Settlement Agreement, Plaintiffs represent that they (i) relied upon the legal advice of counsel, who is the attorney of Plaintiffs' choice; (ii) completely read the terms of the Settlement Agreement, the Stipulation of Dismissal with Prejudice attached as Exhibit B hereto, and the Appeal Motion attached as Exhibit C hereto; (iii) had the terms of the Settlement Agreement, the Stipulation of Dismissal with Prejudice attached as Exhibit B hereto, and the Appeal Motion attached as Exhibit C hereto explained by counsel; and (iv) fully understood and voluntarily accepted the terms of the Settlement Agreement, the Stipulation of Dismissal with Prejudice attached as Exhibit B hereto, and the Appeal Motion attached as Exhibit C hereto.

(b) By executing and becoming a party to this Settlement Agreement, Defendants represent that they (i) relied upon the legal advice of counsel, who is the attorney of their choice; (ii) completely read the terms of the Settlement Agreement, the Stipulation of Dismissal with Prejudice attached as Exhibit B hereto, and the Appeal Motion attached as Exhibit C hereto; (iii) had the terms of the Settlement Agreement, the Stipulation of Dismissal with Prejudice attached as Exhibit B hereto, and the Appeal Motion attached as Exhibit C hereto explained by counsel; and (iv) fully understood and voluntarily accepted the terms of the Settlement Agreement, the Stipulation of Dismissal with Prejudice attached as Exhibit B hereto, and the Appeal Motion attached as Exhibit C hereto.

5. This Settlement Agreement and the terms of the settlement embodied in this Settlement Agreement represent a compromise of disputed claims, and the negotiations, discussions and communications in connection with or leading up to and including the settlement are not and shall not be construed as admissions or concessions by Plaintiffs or Defendants, either as to any liability or wrongdoing or as to the merits of any claim or defense.

6. This Settlement Agreement and its wording are the result of mutual arms-length negotiation, and in the event of a dispute concerning the meaning of any term contained herein, no adverse inference or presumption shall be drawn against the party who drafted such term.

7. This Settlement Agreement constitutes the entire and complete agreement between the parties, the terms and conditions contained herein are contractual and not a mere recital, and such terms and conditions shall not be amended, supplemented or abrogated other than by a written instrument signed by each party hereto or by the authorized representative of each party.

8. This Settlement Agreement and each and all of the representations, warranties and covenants of the parties made herein are binding upon the parties and each and all of their respective predecessors, successors, assigns, heirs and representatives.

9. This Settlement Agreement may not be modified except in writing signed by all parties.

10. Each party shall bear its own costs and attorneys' fees.

11. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Settlement Agreement.

Dated: June 8, 2009
New York, New York

J. M. Green, as attorney in fact for Ken Wiwa
KEN WIWA

J. Green, as attorney in fact for Owens Wiwa
OWENS WIWA

Blessing Kpuinen
BLESSING KPUINEN

Karalolo Kogbara
KARALOLO KOGBARA

Michael Tema Vizor
MICHAEL TEMA VIZOR

Lucky Doobee
LUCKY DOOBEE

F N
FRIDAY NUATE

M G
MONDAY GBOKOO

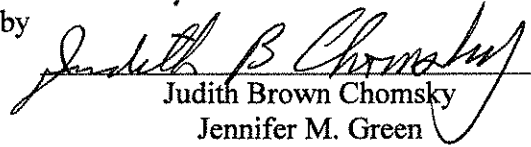
James B. N-Nah, as attorney in fact for David Kiobel
DAVID KIOBEL

James B. N-Nah
JAMES B. N-NAH

Approved as to form:

CENTER FOR CONSTITUTIONAL RIGHTS

by

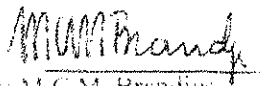

Judith Brown Chomsky
Jennifer M. Green

666 Broadway, 7th Floor
New York, NY 10012
(215) 782-8367


Attorneys for Plaintiffs

SHELL PETROLEUM N.V., formerly
ROYAL DUTCH PETROLEUM COMPANY

By: 
Name:
Title: Director

By: 
Name: M.C.M. Brandjes
Title: Director

SHELL TRANSPORT AND TRADING
COMPANY, LTD., formerly THE "SHELL"
TRANSPORT AND TRADING COMPANY,
p.l.c.

By: 
Name: M.C.M. Brandjes
Title: Attorney for the Company

THE SHELL PETROLEUM DEVELOPMENT
COMPANY OF NIGERIA LIMITED

By: _____
Name:
Title:

BRIAN ANDERSON

SHELL PETROLEUM N.V., formerly
ROYAL DUTCH PETROLEUM COMPANY

By: _____
Name:
Title:

SHELL TRANSPORT AND TRADING
COMPANY, LTD., formerly THE "SHELL"
TRANSPORT AND TRADING COMPANY,
p.l.c.

By: _____
Name:
Title:

THE SHELL PETROLEUM DEVELOPMENT
COMPANY OF NIGERIA LIMITED

By: M. O. A. Summonu
Name: M. O. A. Summonu
Title: Managing Director

BRIAN ANDERSON

Approved as to form:

CRAVATH, SWAINE & MOORE LLP

by

Rory O. Millson
Rowan Wilson
Thomas G. Rafferty

825 Eighth Avenue
New York, NY 10019
(212) 474-1000

Attorneys for Defendants

SHELL PETROLEUM, N.V., formerly
ROYAL DUTCH PETROLEUM COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

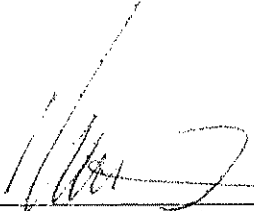
SHELL TRANSPORT AND TRADING
COMPANY, LTD., formerly THE "SHELL"
TRANSPORT AND TRADING COMPANY,
p.l.c.

By: _____
Name:
Title:

By: _____
Name:
Title:

THE SHELL PETROLEUM DEVELOPMENT
COMPANY OF NIGERIA LIMITED

By: _____
Name:
Title:



BRIAN ANDERSON

Approved as to form:

CRAVATH, SWAINE & MOORE LLP

by



Rory O. Millson
Rowan Wilson
Thomas G. Rafferty

825 Eighth Avenue
New York, NY 10019
(212) 474-1000

Attorneys for Defendants

Plaintiffs

1. KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA;
2. OWENS WIWA;
3. BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN;
4. KARALOLO KOGBARA;
5. MICHAEL TEMA VIZOR;
6. LUCKY DOOBEE, individually and as Administrator of the Estate of his late brother SATURDAY DOOBEE;
7. FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE and their surviving children;
8. MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO;
9. DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL;
10. JAMES B. N-NAH, individually and as Administrator of the Estate of late brother UEBARI N-NAH and his surviving children;

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; KARALOLO KOGBARA; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as Administrator of the Estate of his late brother SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE and their surviving children; MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL; JAMES B. N-NAH, individually and as Administrator of the Estate of late brother UEBARI N-NAH and his surviving children,

Plaintiffs,

– against –

SHELL PETROLEUM, N.V., formerly ROYAL DUTCH PETROLEUM COMPANY; SHELL TRANSPORT AND TRADING COMPANY, LTD., formerly THE “SHELL” TRANSPORT AND TRADING COMPANY, p.l.c.,

Defendants.

96 Civ. 8386
(KMW)(HBP)

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as the Administrator of the Estate of his late Brother, SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE; MONDAY GBOKOO, individually and as Administrator of the estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL,

Plaintiffs,

– against –

BRIAN ANDERSON,

Defendant.

01 Civ. 1909
(KMW)(HBP)

KEN WIWA, individually and on behalf of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and on behalf of her late husband JOHN KPUINEN; KARALOLO KOGBARA; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and on behalf of his late brother SATURDAY DOOBEE; FRIDAY NUATE, individually and on behalf of her late husband FELIX NUATE; MONDAY GBOKOO, brother of the late DANIEL GBOKOO; DAVID KIOBEL, individually and on behalf of his siblings STELLA KIOBEL, LEESI KIOBEL AND BARIDI KIOBEL and on behalf of his minor siblings, ANGELA KIOBEL and GODWILL KIOBEL for harm suffered for the wrongful death of their father Dr. BARINEM KIOBEL; JAMES B. N-NAH, individually and on behalf of his late brother UEBARI N-NAH,

04 Civ. 2665
(KMW)(HBP)

Plaintiffs,

– against –

SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED,

Defendant.

STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by the undersigned plaintiffs and defendants, that pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the above-captioned actions against all defendants are hereby dismissed with prejudice. Each party is to bear its own costs and attorneys' fees.

June 8, 2009

CENTER FOR CONSTITUTIONAL RIGHTS

by

Judith Brown Chomsky
Jennifer M. Green

666 Broadway, 7th Floor
New York, NY 10012
(215) 782-8367

Attorneys for Plaintiffs

CRAVATH, SWAINE & MOORE LLP

by

Rory O. Millson
Rowan Wilson
Thomas G. Rafferty

825 Eighth Avenue
New York, NY 10019
(212) 474-1000

Attorneys for Defendants

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT
Thurgood Marshall U.S. Courthouse at Foley Square 40 Centre Street, New York, NY 10007 Telephone: 212-857-8500

MOTION INFORMATION STATEMENT

Docket Number(s): 08-1803-cv

Caption [use short title]

Motion for: Issuance of Mandate Forthwith

Wiwa v. Shell Petroleum Development Company of Nigeria Limited

Set forth below precise, complete statement of relief sought:
The parties move jointly pursuant to Rule 41(b) of the Federal Rules of Appellate Procedure for issuance of the mandate forthwith with respect to the Court's Summary Order entered June 3, 2009 vacating and remanding the action.

MOVING PARTY:

OPPOSING PARTY: N/A

- Plaintiff Defendant
Appellant/Petitioner Appellee/Respondent

MOVING ATTORNEY: Thomas G. Rafferty
[name of attorney, with firm, address, phone number and e-mail]
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, N.Y. 10019
(212) 474-1000
trafferty@cravath.com

MOVING ATTORNEY [Name]:
[name of attorney, with firm, address, phone number and e-mail]
Center for Constitutional Rights
666 Broadway, 7th Floor
New York, N.Y. 10012
(212) 614-6431

Court-Judge/Agency appealed from: S.D.N.Y. (Honorable Kimba M. Wood)

Please check appropriate boxes:

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS AND INJUNCTIONS PENDING APPEAL

Has consent of opposing counsel:

Has request for relief been made below? Yes No

- A. been sought? Yes No
B. been obtained? Yes No

Has this relief been previously sought in this Court? Yes No

Has service been effected? Yes No
[Attach proof of service]

Is oral argument requested? Yes No
(requests for oral argument will not necessarily be granted)

Requested return date and explanation of emergency:

Has argument date of appeal been set? Yes No
If yes, enter date: May 12, 2009

Signature of Moving Attorney:
Date:

Signature of Moving Attorney:
Date:

ORDER

IT IS HEREBY ORDERED that the motion is GRANTED DENIED.

FOR THE COURT:
CATHERINE O'HAGAN WOLFE, Clerk of Court

Date:
Form T-1080 (Revised 10/31/02)

By:

RULES OF THE UNITED STATES COURT OF APPEALS FOR THE 2ND CIRCUIT
Local Rule 27; Interim Local Rule 25

INSTRUCTIONS

Form of Notice of Motion and Supporting Papers for Motions and Opposition Statements

- (1) The moving party should submit the Motion Information Statement in the format approved by the Court with such changes as the Chief Judge may from time to time direct.
- (2) Supporting Papers for Motions and Opposition Statements:
 - (a) All motions must be accompanied by an affidavit containing factual information only.
 - (b) Motions may not exceed the limits prescribed by Local Rule 27(a) (1) (c).
 - (c) A copy of the lower court or agency decision must be included as a separately identified exhibit if a moving party is seeking substantive relief.
 - (d) Exhibits attached should be only those necessary for the determination of the motion.
 - (e) Proof of service should be included.
- (3) Number of copies: **FOUR** copies must be filed with the original.
- (4) Non-compliance Sanctions: If the moving party has not complied with this rule, the motion may be dismissed by the Clerk without prejudice to renew upon proper papers. If an application is promptly made, the action of the Clerk may be reviewed by a single Judge. If the responding party fails to comply with this rule, the court may refuse to hear that party at oral argument. The court may impose costs and an appropriate fine against either party for failure to comply with this rule.
- (5) All documents submitted in connection with the motion should be sent electronically under one e-mail as one document to the appropriate electronic mailbox as designated in Interim Local Rule 25(a)(3)(A). The T-1080 Motion Information Statement should be the first page, and the supporting documents (e.g., affidavit, proof of service) and then antivirus certificate should follow.

MOTION INFORMATION STATEMENT

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

DOCKET NO.

Attorney(s) for Petitioner
Office & Post Office Address & Telephone Number

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

KEN WIWA, *et al.*,

Plaintiffs-Appellants,

v.

08-1803-cv

SHELL PETROLEUM DEVELOPMENT
COMPANY OF NIGERIA LIMITED,

Defendant-Appellee.

DECLARATION OF THOMAS G. RAFFERTY

I, THOMAS G. RAFFERTY, declare as follows:

1. I am a member of the law firm of Cravath, Swaine & Moore LLP, counsel for defendant-appellee The Shell Petroleum Development Company of Nigeria Limited in the above-captioned appeal.
2. Plaintiffs-Appellants filed this appeal from the Southern District of New York's final judgment of dismissal entered March 18, 2008.
3. On June 3, 2009, this Court entered a Summary Order vacating the judgment of dismissal and remanding the action for further proceedings.
4. The parties subsequently entered into a Settlement Agreement disposing of this action and certain related actions pending in the Southern District of New York. One of the terms of the Settlement Agreement is that the parties file in the Southern District of New York a stipulation of dismissal with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure dismissing the action with prejudice and without costs.

4. At present, jurisdiction over the action rests exclusively in this Court. In the ordinary course, the mandate with respect to the Summary Order would not issue until June 24, 2009, *i.e.*, 21 days following entry of the Summary Order. Fed. R. App. P. 41(b). The parties jointly request that this Court issue its mandate forthwith, thereby returning jurisdiction over the action to the Southern District of New York so that the stipulation of dismissal with prejudice in the District Court filed pursuant to the Settlement Agreement may be effective.

I declare under penalty of perjury that the foregoing is true and correct.

Executed: June 8, 2009


Thomas G. Rufferty

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; KARALOLO KOGBARA; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as Administrator of the Estate of his late brother SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE and their surviving children; MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL; JAMES B. N-NAH, individually and as Administrator of the Estate of late brother UEBARI N-NAH and his surviving children,

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04 Civ. 2665
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Plaintiffs,

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SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED,

Defendant.

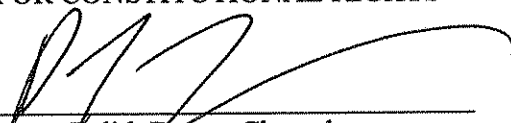
STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by the undersigned plaintiffs and defendants, that pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the above-captioned actions against all defendants are hereby dismissed with prejudice. Each party is to bear its own costs and attorneys' fees.

June 8, 2009

CENTER FOR CONSTITUTIONAL RIGHTS

by



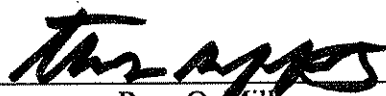
Judith Brown Chomsky
Jennifer M. Green

666 Broadway, 7th Floor
New York, NY 10012
(215) 782-8367

Attorneys for Plaintiffs

CRAVATH, SWAINE & MOORE LLP

by



Rory O. Millson
Rowan Wilson
Thomas G. Rafferty

825 Eighth Avenue
New York, NY 10019
(212) 474-1000

Attorneys for Defendants

MOTION INFORMATION STATEMENT

Docket Number(s): 08-1803-cv

Caption [use short title]

Motion for: Issuance of Mandate Forthwith

Wiwa v. Shell Petroleum Development Company of Nigeria Limited

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MOVING PARTY: _____

OPPOSING PARTY: N/A

- Plaintiff Defendant
 Appellant/Petitioner Appellee/Respondent

MOVING ATTORNEY: Thomas G. Rafferty
[name of attorney, with firm, address, phone number and e-mail]
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, N.Y. 10019
(212) 474-1000
trafferty@cravath.com

MOVING ATTORNEY [Name]: PAUL HOFFMAN
[name of attorney, with firm, address, phone number and e-mail]
Center for Constitutional Rights
666 Broadway, 7th Floor
New York, N.Y. 10012
(212) 614-6431
HOFFPAUL@CCR.COM

Court-Judge/Agency appealed from: S.D.N.Y. (Honorable Kimba M. Wood)

Please check appropriate boxes:

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS AND INJUNCTIONS PENDING APPEAL

Has consent of opposing counsel:

Has request for relief been made below? Yes No

- A. been sought? Yes No
B. been obtained? Yes No

Has this relief been previously sought in this Court? Yes No

Has service been effected? Yes No
[Attach proof of service]

Is oral argument requested? Yes No
(requests for oral argument will not necessarily be granted)

Requested return date and explanation of emergency:

Has argument date of appeal been set? Yes No
If yes, enter date: May 12, 2009

Signature of Moving Attorney:



Date: 6/8/09

Signature of Moving Attorney:



Date: 6/8/09

ORDER

IT IS HEREBY ORDERED that the motion is **GRANTED**

DENIED.

FOR THE COURT:
CATHERINE O'HAGAN WOLFE, Clerk of Court

Date: _____
Form T-1080 (Revised 10/31/02)

By: _____

RULES OF THE UNITED STATES COURT OF APPEALS FOR THE 2ND CIRCUIT
Local Rule 27; Interim Local Rule 25

INSTRUCTIONS

Form of Notice of Motion and Supporting Papers for Motions and Opposition Statements

- (1) The moving party should submit the Motion Information Statement in the format approved by the Court with such changes as the Chief Judge may from time to time direct.
- (2) Supporting Papers for Motions and Opposition Statements:
 - (a) All motions must be accompanied by an affidavit containing factual information only.
 - (b) Motions may not exceed the limits prescribed by Local Rule 27(a) (1) (c).
 - (c) A copy of the lower court or agency decision must be included as a separately identified exhibit if a moving party is seeking substantive relief.
 - (d) Exhibits attached should be only those necessary for the determination of the motion.
 - (e) Proof of service should be included.
- (3) Number of copies: **FOUR** copies must be filed with the original.
- (4) Non-compliance Sanctions: If the moving party has not complied with this rule, the motion may be dismissed by the Clerk without prejudice to renew upon proper papers. If an application is promptly made, the action of the Clerk may be reviewed by a single Judge. If the responding party fails to comply with this rule, the court may refuse to hear that party at oral argument. The court may impose costs and an appropriate fine against either party for failure to comply with this rule.
- (5) All documents submitted in connection with the motion should be sent electronically under one e-mail as one document to the appropriate electronic mailbox as designated in Interim Local Rule 25(a)(3)(A). The T-1080 Motion Information Statement should be the first page, and the supporting documents (e.g., affidavit, proof of service) and then antivirus certificate should follow.

MOTION INFORMATION STATEMENT

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

DOCKET NO.

Attorney(s) for Petitioner
Office & Post Office Address & Telephone Number

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; KARALOLO KOGBARA; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as Administrator of the Estate of his late brother SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE and their surviving children; MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL; JAMES B. N-NAH, individually and as Administrator of the Estate of his late brother UEBARI N-NAH and his surviving children,

Plaintiffs,

96 Civ. 8386
(KMW)(HBP)

– against –

SHELL PETROLEUM, N.V., formerly ROYAL DUTCH PETROLEUM COMPANY; SHELL TRANSPORT AND TRADING COMPANY, LTD., formerly THE “SHELL” TRANSPORT AND TRADING COMPANY, p.l.c.,

Defendants.

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as the Administrator of the Estate of his late brother, SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE; MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL,

Plaintiffs,

01 Civ. 1909
(KMW)(HBP)

– against –

BRIAN ANDERSON,

Defendant.

SETTLEMENT AGREEMENT BETWEEN WIWA PLAINTIFFS AND ENERGY EQUITY RESOURCES LIMITED RE WIWA v SHELL SETTLEMENT

THIS AGREEMENT made this 7th day of June, 2009, by and between the Plaintiffs named in the above captioned actions (as listed below) ("*Wiwa* Plaintiffs") on behalf of themselves, as well as any estate on whose behalf *Wiwa* Plaintiffs made any claim in the actions and Energy Equity Resources Limited ("EER"),

WHEREAS, *Wiwa* Plaintiffs initiated the above actions against Shell Petroleum, N.V., formerly Royal Dutch Petroleum Company; Shell Transport and Trading Company, LTD., formerly The "Shell" Transport and Trading Company, p.l.c.; the Shell Petroleum Development Company of Nigeria Ltd. ("SPDC"), and Brian Anderson (collectively, "Defendants"); and

WHEREAS, EER wishes to facilitate the resolution of the above actions and to encourage the creation of the trust ("Trust") to be established pursuant to the settlement agreement between *Wiwa* Plaintiffs and Defendants in the above actions ("Settlement Agreement"); and

WHEREAS, this Agreement is a condition precedent to the execution by *Wiwa* Plaintiffs of the Settlement Agreement and is part of *Wiwa* Plaintiffs' settlement of the above actions;

WHEREAS, the monies to be received by *Wiwa* Plaintiffs hereunder is to facilitate the resolution of *Wiwa* Plaintiffs' individual claims set forth in the First, Second and Third Claims for Relief of the Fifth Amended Complaint and for the Estate Claims as set forth in the First Claim for Relief;

WHEREAS the *Wiwa* Plaintiffs are entering into a settlement of their own individual claims and do not act on behalf of the Ogoni people; and

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, *Wiwa* Plaintiffs and EER agree as follows:

(1) On or before June 8, 2009, EER will pay the sum of Four Million Five Hundred Thousand U.S Dollars (\$4,500,000.00) to the *Wiwa* Plaintiffs.

(2) To satisfy its obligation under paragraph numbered 1 above, EER will direct SPDC to pay the sum of Four Million Five Hundred Thousand U.S Dollars (\$4,500,000.00) by wire transfer into the interest bearing escrow account identified in the Settlement Agreement between the Shell Defendants and the *Wiwa* Plaintiffs from funds due EER pursuant to its contract with SPDC. This payment may be used for all of the purposes set forth in the Settlement Agreement and disbursements of these funds shall be governed by the terms of the Settlement Agreement.

(3) This agreement does not become effective until such time as the amounts set forth in paragraph numbered 1 above are paid in full.

(4) This Agreement constitutes the entire and complete agreement between the parties and such terms and conditions shall not be amended, supplemented or abrogated other than by written instrument signed by each party hereto or by the authorized representative of each party.

WITNESSETH this 7th day of June, 2009

J. M. Green, as attorney-in-fact for Ken Saro-Wiwa, Jr.
Ken Saro-Wiwa, Jr., individually and as Executor
of the Estate of Ken Saro-Wiwa

J. M. Green, as attorney-in-fact for Owens Wiwa
Owens Wiwa

Blessing Kpuinen
Blessing Kpuinen, individually and as Administrator
of the Estate of her late husband John Kpuinen

Kogbara
Karalolo Kogbara

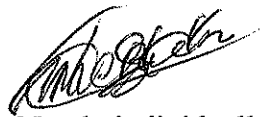
Michael Tema Vizor
Michael Tema Vizor

Lucky Doobee
Lucky Doobee, individually and as Administrator
of the Estate of his late brother, Saturday Doobee


Friday Nuate
Friday Nuate, individually and as Administrator of
the Estate of her late husband Felix Nuate and their
surviving children

Ullatord, as attorney-in-fact for David Kiobel
David Kiobel, individually and on behalf of the
children of Peace and Dr. Barinem Kiobel for harm
suffered for the death of their father,
Dr. Barinem Kiobel

Monday Gbokoo
Monday Gbokoo, individually and as Administrator
of the Estate of his late brother Daniel Gbokoo



James N-nah, individually and as Administrator of
the Estate of his late brother, Uebari N-Nah and
his surviving children



Energy Equity Resources Limited
By: Osamede Okhomina, Chief Executive Officer

TRUST DEED

THIS TRUST DEED is made on this 8th day of June, 2009 by

1. The Estate of KEN SARO-WIWA;
2. OWENS WIWA;
3. The Estate of JOHN KPUINEN;
4. KARALOLO KOGBARA;
5. MICHAEL TEMA VIZOR;
6. The Estate of SATURDAY DOOBEE;
7. The Estate of FELIX NUATE;
8. The Estate of DANIEL GBOKOO;
9. David Kiobel on behalf of the children of BARINEM and PEACE KIOBEL; and
10. The Estate of UEBARI N-NAH,

hereinafter called the Grantors, which expression shall, where the context so admits, include their heirs, executors, administrators and successors in-title.

WHEREAS:

- a) The plaintiffs are entering into a settlement of their own individual claims and do not purport to negotiate on behalf of the Ogoni people;
- b) The plaintiffs want the resolution of their individual claims to provide some benefit to the Ogoni people, plaintiffs have agreed to the creation of the Trust contemplated by this Settlement Agreement

THEREFORE:

- a) The Grantors desire to set up an irrevocable Trust Fund in the sum of 5,000,000-USD for the benefit of the Ogoni people, hereinafter referred to as the Trust Fund.
- b) The Grantors desire to irrevocably endow the said funds upon trust for public, educational, and cultural purposes, as hereinafter expressed and contained in this Trust Deed.
- c) In pursuance of such desire, the Grantors have transferred, paid, and handed over the said Trust Fund to the Trustees listed below.
- d) The Grantors desire that the fund may be further augmented from time to time by flow of funds and other assets including moveable and immovable assets and any other kind, including by way of gifts, donations, acquisitions, allotments, grant exchange, or otherwise.
- e) The following persons are appointed to be Trustees for holding the said property in Trust for the purposes detailed in this Trust Deed:

- a. Sean LeBari
- b. Ama Pepple
- c. Uche Onyeagucha

NOW THIS DEED OF TRUST WITNESSTH AS FOLLOWS:

1. NAME. The Trust Fund hereby established shall be named the Kiisi Trust.
2. PLACE. The Office of the Trust shall be situated at _____ or at such other place in _____ as the Trustees may from time to time think fit.
3. OBJECTS. The objects for which the Trust is founded are:

Education, health, community development and other benefits for the Ogoni people and their communities, including Educational Endowments, Skills Development, Women’s Programmes, Agricultural Development, Small Enterprise Support, and Adult Literacy.
4. NUMBER OF TRUSTEES. The number of Trustees shall not be less than three (3) and not more than seven (7) persons.
5. BOARD OF TRUSTEES. All Trustees shall be members of the Board of Trustees (“Board”). No person who is not a Trustee shall be a member of the Board.
6. SELECTION AND TERMS OF OFFICE. The Board of Trustees shall determine the method of selection and terms of office of Trustees as the Board may deem fit and proper and consistent with the terms of this Trust Deed.
7. TRANSPARENCY. In administering the Kiisi Trust and in making all determinations under this Trust, the Trustees shall, to the extent consistent with the terms of this Trust Deed, endeavor to:
 - a. Facilitate community participation in decisions related to the use and enjoyment of the Trust Fund; and
 - b. Conduct the affairs of the Trust transparently, including:
 - i. Maintaining written minutes of meetings of the Board of Trustees, a copy of which shall be publically available at the Office of the Trust; and
 - ii. Maintaining written records of all awards distributed from the Trust Fund, a copy of which shall be publically available at the Office of the Trust.
8. CHAIRPERSON AND SECRETARY. The Board of Trustees shall nominate and select one amongst the Trustees to be the Chairperson and one amongst the Trustees to be the

Secretary for the Board for purposes of administration of this Trust. The Chairperson and Secretary shall serve in those roles for such period and in such manner as may be specified in this behalf by the Board of Trustees.

9. **MANAGING TRUSTEE.** The Board of Trustees shall nominate and select one amongst the Trustees to be the Managing Trustee, who shall hold office for such period as may be decided by the Board of Trustees. The Managing Trustee, under the guidance, control and supervision of the Board, shall handle the day-to-day administration of the Trust. The Managing Trustee shall perform all functions and discharge all duties as specifically entrusted to him/her in writing by the Board of Trustees.
10. **VACANCIES.** Any vacancy on the Board of Trustees may be filled by the Board.
11. **TERMINATION OF OFFICE OF THE TRUSTEES.** A Trustee shall cease to hold office upon the occurrence of the following events:
 - a. Death;
 - b. Resignation;
 - c. Conviction for a criminal offence of fraud or embezzlement;
 - d. Action against the interest of the Trust or breach of trust;
 - e. Unanimous decision by all other Trustees that the continuation in office of a Trustee is against the interest of the Trust; or
 - f. Expiration of the period for which the Board of Trustees has appointed the Trustee.
12. **MEETING AND PROCEEDINGS OF THE TRUSTEES.** The Trustees shall ordinarily meet once a year or as often as may be necessary for the satisfactory conduct of the affairs of the Trust.
13. **NOTICE.** Sixty (60) days notice to all Trustees shall ordinarily be given in writing for a meeting of the Board of Trustees.
14. **QUORUM.** The Quorum for the meeting of the Board of Trustees shall be at least two thirds of acting Trustees and shall include the Managing Trustee and the Chairperson of the Board.
15. **MINUTES.** The Managing Trustee shall keep a minute book containing the minutes of meetings, including removal of and appointment of new Trustees. The Chairperson and Secretary shall sign the minutes.
16. **VOTING.** Decisions of the Board of Trustees may be made at a meeting or by resolution of the Trustees by circulation of papers to them. Routine matters may be decided by circulated resolution. Decisions on important matters are to be made at a meeting of the

Board where a Quorum is present. All matters arising for disposal at such meetings shall be decided by a majority of the Board of Trustees present. The Chairperson of the Board of Trustees shall have a casting vote in the event of a tie of votes, in addition to his own.

17. POWERS, FUNCTIONS AND DUTIES OF THE TRUSTEES.

- a. All property of the Trust, Movable or Immovable or of any other kind, shall vest in trust. The Trustees shall manage the whole property and affairs of the Trust and shall have all powers, duties, and functions, that are necessary, proper, and incidental to the promotion and carrying out of the objects of the Trust.
- b. In particular and without prejudice to the generality of the foregoing, the Trustees shall for the purposes of this Trust have the following powers, duties and functions:
 - i. To acquire by Gift, Grant, Purchase, Exchange, Lease, or otherwise, lands, buildings, or other immovable properties and also any movable Property.
 - ii. To construct and maintain buildings, to alter, to demolish or improve them and equip them suitably.
 - iii. To accept gifts, donations, endowments, and contributions for the Trust, which shall be treated as the income of the Trust.
 - iv. To raise loans, to receive monies, securities or other movable property on behalf of the Trust, and to accept any trust, trust fund, or endowment so long as the provisions of such trust or endowment are in consonance with the objects of this Trust.
 - v. To award scholarships and make donations calculated to promote the objects of the Trust.
 - vi. To enter into contracts or engagements on behalf of the Trust, to consider such proposals submitted by any subcommittee appointed by the Trust, and to allocate such funds as deemed necessary for the implementation of the programs.
 - vii. To make, sign, and execute all such documents and instruments as may be necessary or proper for carrying on the management of the properties and affairs of the Trust.
 - viii. To invest such monies and such funds of the Trust and to vary the investment as and when it may seem necessary or proper, provided that such investments shall be made only upon immovable properties or upon securities as the Board of Trustees may deem fit.
 - ix. To sell, transfer, or otherwise dispose of any immovable property of the Trust, provided that all the Trustees unanimously resolve that it is in the interest of the Trust to do so.
 - x. To appoint a Committee or Committees of Management for such terms and with such powers as may be specified from time to time, for carrying on the routine management of the affairs of the Trust.
 - xi. To appoint such employees on such terms and conditions as the Trustees may deem fit for carrying out the work of the Trust and to exercise control

over all such employees including the power of suspension, dismissal, and removal.

- xii. To delegate to the Managing Trustee or any appointed Committee such powers, duties, and functions as are vested in the Trustees.
- xiii. To make By-Laws and such other regulations as are required for achieving the objects of the Trust.
- xiv. Out of the income of the trust property, the Trustee shall be entitled to spend or incur the following expenses:
 - 1. All rates, taxes, assessments, dues, and duties, if any, payable to any municipal, government, or other public bodies in respect thereof or any part thereof.
 - 2. The premium for the insurance of the buildings or any other insurable property, movable or immovable, for the time being forming part of the trust property.
 - 3. The costs of ordinary repairs and for providing any amenities to the buildings for the time being forming part of the trust property.
 - 4. The cost of making such additions/alterations or improvements to or in the buildings forming part of the trust property, as the Trustees shall think fit.
 - 5. Wages and salaries of any manager, supervisor, accountant, clerk, servant or other employee employed by the Trustees in the carrying out of this Trust.
 - 6. Costs and expenses of keeping the trust property in good condition.
 - 7. Costs and expenses for installing and renovating the electrical and other installations in the building for the time being forming part of the trust property.
 - 8. The architect's fee and legal charges and fees payable to other professionals engaged in the course of administration of the Trust.
 - 9. All other costs, charges, and expenses of and incidental to the management and administration of the trust property in accordance with the objects and purposes hereof or which may be incidental thereto.
- c. After deducting the costs and expenses incurred by the Trustees as aforesaid out of the total gross income received by them from the trust property, the balance that is the net income will be utilized for the objects of the Trust as set forth in this Trust Deed and as decided by the Board of Trustees.

18. **BOOK ACCOUNT.** The Board of Trustees shall open a Bank Account or Accounts in any appropriate Bank in the name of the Kiisi Trust. Such accounts shall be jointly operated by the Chairperson and Managing Trustee and such other persons as the board of Trustees may decide. The Board may also open a Bank Account or Accounts in the name of an institution or organization founded by the Trust. Such persons as authorized by the Board of Trustees shall operate such Bank Accounts from time to time.

19. **APPLICATION OF THE PROPERTIES OF THE TRUST.** The properties and funds of the Trust shall be applied only for the purpose of the Trust and for the due administration of its business affairs and properties, provided however that this shall not preclude

payment of any remuneration or allowance or giving of residential accommodation or any perquisites to any Trustee in connection with the work carried out by him/her for the purpose of the Trust.

20. ACCOUNTS. The Trustees shall maintain a true and correct record of the receipts, payments, incomes, expenses, and transactions of the Trust, referred to herein as the "Books of Account." A qualified auditor or a Chartered Accountant shall audit the Books of Account of the Trust every year, i.e., commencing from 1st. January to 31st December each year.

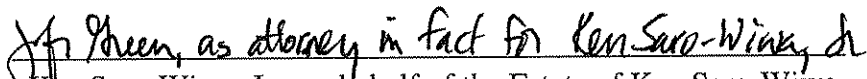
21. DEFECTS OF PROCEDURE IMMATERIAL. No act of the Trustees shall be invalidated by reason only of any vacancy in the Board of Trustees or any irregularity in the proceedings of the Board of Trustees or any Committee thereof, provided the transactions were bona fide and in the interest of the Trust.

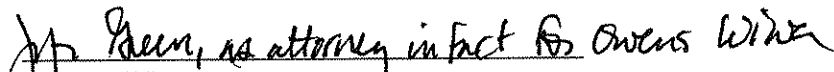
22. AMENDMENTS. No amendments to the Trust Deed shall be made which may contradict the principal purpose for which the Trust was established.

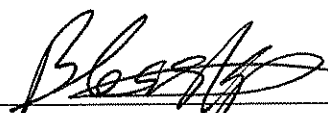
23. DISSOLUTION. In the event of dissolution or winding up of the Trust, the assets of the Trust remaining on the date of dissolution shall not be distributed amongst the Trustees, but the same shall be managed in accordance with direction provided by a High Court having jurisdiction over the Ogoni area, upon application of such beneficiaries or a majority or significant number of such beneficiaries.

IN WITNESS WHEREOF THE GRANTORS AND TRUSTEES HEREIN HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.


GRANTORS:


Ken Saro-Wiwa, Jr., on behalf of the Estate of Ken Saro-Wiwa



Owens Wiwa


Blessing Kpuinen, on behalf of the Estate of John Kpuinen


Karalolo Kogbara



Michael Tema Vizer



Lucky Doobee, on behalf of the Estate of Saturday Doobee

F N


Friday Nuate, on behalf of the Estate of Felix Nuate

M G

Monday Gbokoo, on behalf of the Estate of Daniel Gbokoo

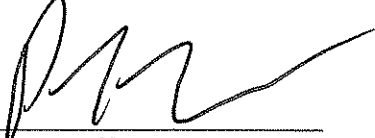
W. Clark is attorney in fact for David Kiobel

David Kiobel, on behalf of the children of Barinem and Peace Kiobel

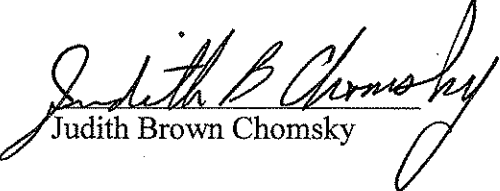


James N-nah, on behalf of the Estate of Uebari N-nah

WITNESSES:



Paul L. Hoffman



Judith Brown Chomsky

TRUSTEES:

Sean LeBari

Ama Pepple

Uche Onyeagucha

WITNESSES:

At the Surrogate's Court of the County of New York,
held at 31 Chambers Street, New York, NY
on the 8th day of June, 2009

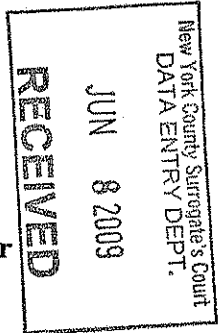
Present: Honorable Kristin Booth Glen, Surrogate

Proceeding for Letters of Administration,
Estate of

Saturday Doobee,
Deceased.

File No. 3437-2008

**Amended Order
Lifting Restrictions
on Administrators' Power
to Compromise**



Upon reading and filing the Affirmations of Jennifer M. Green in Support of Affidavit To Lift Restrictions ("Green Affirmation"), sworn to June 2, 2009 and June 8, 2009, and the proposed agreements settling the claims of Lucky Doobee brought in the U.S. District Court for the Southern District of New York in *Wiwa et al., Plaintiffs, v. Royal Dutch Petroleum Company, et al.*, Case No. 96 Civ. 8386 (KMW)(HBP) (S.D.N.Y.); *Ken Wiwa et al., Plaintiffs, v. Brian Anderson*, Case No. 01 Civ. 1909 (KMW)(HBP) (S.D.N.Y.); and *Wiwa v. Shell Petroleum Development Company of Nigeria, Limited* ("SPDC"), 04 Civ. 2665, (S.D.N.Y.), copies of which are attached to the Green Affirmation sworn to on June 8, 2009 and filed herein; and the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, it is hereby

ORDERED AND DECREED that the restrictions previously ordered by this court on October 10, 2008, which restrained the Administrators from compromising any cause of action and from collecting any proceeds thereof and from taking possession or control of any property of the above-named decedent, Saturday Doobee, until the further order of this Court, are hereby lifted, subject to the conditions below; and it is further

ORDERED that the lifting of these restrictions is to allow the Administrators to enter into the settlement agreements set forth in Exhibits 1 and 2 to the Green Affirmation of June 8, 2009, providing for a total settlement of \$15.5 million to be allocated as indicated to this Court in Appendix A to the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, and it is further

ORDERED that the lifting of these restrictions is conditional upon all parties entering into said settlement agreements, and it is further

ORDERED that the lifting of these restrictions is conditional upon the deposit of \$8 million by SPDC in an Escrow Account set up under the Agreement between Shell Defendants and the Plaintiffs, and it is further

ORDERED, for good cause shown, that the amount granted to Lucky Doobee and the Estate of Saturday Doobee as part of the settlement shall be placed under seal, and the balance of the papers in support of this motion shall be placed under seal temporarily until further order of the Court, and it is further

ORDERED that the Administrators are restricted from distributing proceeds received on behalf of the Estate until further order of the Court.





At the Surrogate's Court of the County of New York,
held at 31 Chambers Street, New York, NY
on the 8th day of June, 2009

Present: Honorable Kristin Booth Glen, Surrogate

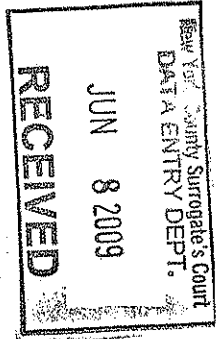
Proceeding for Letters of Administration,
Estate of

Daniel Gbokoo,

Deceased.

File No. 3438-2008

**Amended Order
Lifting Restrictions
on Administrators' Power
to Compromise**



Upon reading and filing the Affirmations of Jennifer M. Green in Support of Affidavit To Lift Restrictions ("Green Affirmation"), sworn to June 2, 2009 and June 8, 2009, and the proposed agreements settling the claims of Monday Gbokoo brought in the U.S. District Court for the Southern District of New York in *Wiwa et al., Plaintiffs, v. Royal Dutch Petroleum Company, et al.*, Case No. 96 Civ. 8386 (KMW)(HBP) (S.D.N.Y.); *Ken Wiwa et al., Plaintiffs, v. Brian Anderson*, Case No. 01 Civ. 1909 (KMW)(HBP) (S.D.N.Y.); and *Wiwa v. Shell Petroleum Development Company of Nigeria, Limited* ("SPDC"), 04 Civ. 2665, (S.D.N.Y.), copies of which are attached to the Green Affirmation sworn to on June 8, 2009 and filed herein; and the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, it is hereby

ORDERED AND DECREED that the restrictions previously ordered by this court on October 10, 2008, which restrained the Administrators from compromising any cause of action and from collecting any proceeds thereof and from taking possession or control of any property of the above-named decedent, Daniel Gbokoo, until the further order of this Court, are hereby lifted, subject to the conditions below; and it is further

ORDERED that the lifting of these restrictions is to allow the Administrators to enter into the settlement agreements set forth in Exhibits 1 and 2 to the Green Affirmation of June 8, 2009, providing for a total settlement of \$15.5 million to be allocated as indicated to this Court in Appendix A to the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, and it is further

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ORDERED, for good cause shown, that the amount granted to Monday Gbokoo and the Estate of Daniel Gbokoo as part of the settlement shall be placed under seal, and the balance of the papers in support of this motion shall be placed under seal temporarily until further order of the Court, and it is further

ORDERED that the Administrators are restricted from distributing proceeds received on behalf of the Estate until further order of the Court.

HRC

Sumiyate

At the Surrogate's Court of the County of New York,
held at 31 Chambers Street, New York, NY
on the 8th day of June, 2009

Present: Honorable Kristin Booth Glen, Surrogate

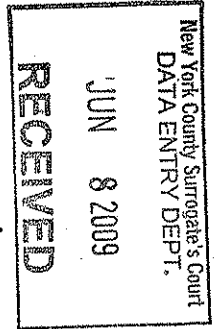
Proceeding for Letters of Administration,
Estate of

John Kpuinen,

Deceased.

File No. 4331-1997

**Amended Order
Lifting Restrictions
on Administrators' Power
to Compromise**



Upon reading and filing the Affirmations of Jennifer M. Green in Support of Affidavit To Lift Restrictions ("Green Affirmation"), sworn to June 2, 2009 and June 8, 2009, and the proposed agreements settling the claims of Blessing Kpuinen brought in the U.S. District Court for the Southern District of New York in *Wiwa et al., Plaintiffs, v. Royal Dutch Petroleum Company, et al.*, Case No. 96 Civ. 8386 (KMW)(HBP) (S.D.N.Y.); *Ken Wiwa et al., Plaintiffs, v. Brian Anderson*, Case No. 01 Civ. 1909 (KMW)(HBP) (S.D.N.Y.); and *Wiwa v. Shell Petroleum Development Company of Nigeria, Limited* ("SPDC"), 04 Civ. 2665, (S.D.N.Y.), copies of which are attached to the Green Affirmation sworn to on June 8, 2009 and filed herein; and the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, it is hereby

ORDERED AND DECREED that the restrictions previously ordered by this court on October 10, 2008, which restrained the Administrators from compromising any cause of action and from collecting any proceeds thereof and from taking possession or control of any property of the above-named decedent, John Kpuinen, until the further order of this Court, are hereby lifted, subject to the conditions below; and it is further

ORDERED that the lifting of these restrictions is to allow the Administrators to enter into the settlement agreements set forth in Exhibits 1 and 2 to the Green Affirmation of June 8, 2009, providing for a total settlement of \$15.5 million to be allocated as indicated to this Court in Appendix A to the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, and it is further

ORDERED that the lifting of these restrictions is conditional upon all parties entering into said settlement agreements, and it is further

ORDERED that the lifting of these restrictions is conditional upon the deposit of \$8 million by SPDC in an Escrow Account set up under the Agreement between Shell Defendants and the Plaintiffs, and it is further

ORDERED, for good cause shown, that the amount granted to Blessing Kpuinen and the Estate of John Kpuinen as part of the settlement shall be placed under seal, and the balance of the papers in support of this motion shall be placed under seal temporarily until further order of the Court, and it is further

ORDERED that the Administrators are restricted from distributing proceeds received on behalf of the Estate until further order of the Court.

WBG
Surrogate

At the Surrogate's Court of the County of New York,
held at 31 Chambers Street, New York, NY
on the 8th day of June, 2009

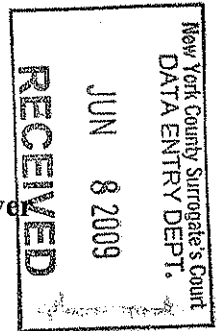
Present: Honorable Kristin Booth Glen, Surrogate

Proceeding for Letters of Administration,
Estate of

Uebari N-nah,
Deceased.

File No. 3446-2008

Amended Order
Lifting Restrictions
on Administrators' Power
to Compromise



Upon reading and filing the Affirmations of Jennifer M. Green in Support of Affidavit To Lift Restrictions ("Green Affirmation"), sworn to June 2, 2009 and June 8, 2009, and the proposed agreements settling the claims of James N-nah brought in the U.S. District Court for the Southern District of New York in *Wiwa et al., Plaintiffs, v. Royal Dutch Petroleum Company, et al.*, Case No. 96 Civ. 8386 (KMW)(HBP) (S.D.N.Y.); *Ken Wiwa et al., Plaintiffs, v. Brian Anderson*, Case No. 01 Civ. 1909 (KMW)(HBP) (S.D.N.Y.); and *Wiwa v. Shell Petroleum Development Company of Nigeria, Limited* ("SPDC"), 04 Civ. 2665, (S.D.N.Y.), copies of which are attached to the Green Affirmation sworn to on June 8, 2009 and filed herein; and the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, it is hereby

ORDERED AND DECREED that the restrictions previously ordered by this court on October 10, 2008, which restrained the Administrators from compromising any cause of action and from collecting any proceeds thereof and from taking possession or control of any property of the above-named decedent, Uebari N-nah, until the further order of this Court, are hereby lifted, subject to the conditions below; and it is further

ORDERED that the lifting of these restrictions is to allow the Administrators to enter into the settlement agreements set forth in Exhibits 1 and 2 to the Green Affirmation of June 8, 2009, providing for a total settlement of \$15.5 million to be allocated as indicated to this Court in Appendix A to the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, and it is further

ORDERED that the lifting of these restrictions is conditional upon all parties entering into said settlement agreements, and it is further

ORDERED that the lifting of these restrictions is conditional upon the deposit of \$8 million by SPDC in an Escrow Account set up under the Agreement between Shell Defendants and the Plaintiffs, and it is further

ORDERED, for good cause shown, that the amount granted to James N-nah and the Estate of Uebari N-nah as part of the settlement shall be placed under seal, and the balance of the papers in support of this motion shall be placed under seal temporarily until further order of the Court, and it is further

ORDERED that the Administrators are restricted from distributing proceeds received on behalf of the Estate until further order of the Court.

KMG

3 Sumogate

At the Surrogate's Court of the County of New York,
held at 31 Chambers Street, New York, NY
on the 8th day of June, 2009

Present: Honorable Kristin Booth Glen, Surrogate

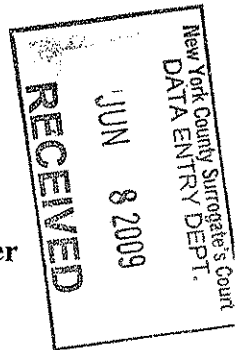
Proceeding for Letters of Administration,
Estate of

Felix Nuate,

Deceased.

File No. 3439-2008

**Amended Order
Lifting Restrictions
on Administrators' Power
to Compromise**



Upon reading and filing the Affirmations of Jennifer M. Green in Support of Affidavit To Lift Restrictions ("Green Affirmation"), sworn to June 2, 2009 and June 8, 2009, and the proposed agreements settling the claims of Friday Nuate brought in the U.S. District Court for the Southern District of New York in *Wiwa et al., Plaintiffs, v. Royal Dutch Petroleum Company, et al.*, Case No. 96 Civ. 8386 (KMW)(HBP) (S.D.N.Y.); *Ken Wiwa et al., Plaintiffs, v. Brian Anderson*, Case No. 01 Civ. 1909 (KMW)(HBP) (S.D.N.Y.); and *Wiwa v. Shell Petroleum Development Company of Nigeria, Limited* ("SPDC"), 04 Civ. 2665, (S.D.N.Y.), copies of which are attached to the Green Affirmation sworn to on June 8, 2009 and filed herein; and the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, it is hereby

ORDERED AND DECREED that the restrictions previously ordered by this court on October 10, 2008, which restrained the Administrators from compromising any cause of action and from collecting any proceeds thereof and from taking possession or control of any property of the above-named decedent, Felix Nuate, until the further order of this Court, are hereby lifted, subject to the conditions below; and it is further

ORDERED that the lifting of these restrictions is to allow the Administrators to enter into the settlement agreements set forth in Exhibits 1 and 2 to the Green Affirmation of June 8, 2009, providing for a total settlement of \$15.5 million to be allocated as indicated to this Court in Appendix A to the Affirmation of Jennifer M. Green sworn to on June 8, 2009 in Support of Filing Under Seal, and it is further

ORDERED that the lifting of these restrictions is conditional upon all parties entering into said settlement agreements, and it is further

ORDERED that the lifting of these restrictions is conditional upon the deposit of \$8 million by SPDC in an Escrow Account set up under the Agreement between Shell Defendants and the Plaintiffs, and it is further

ORDERED, for good cause shown, that the amount granted to Friday Nuate and the Estate of Felix Nuate as part of the settlement shall be placed under seal, and the balance of the papers in support of this motion shall be placed under seal temporarily until further order of the Court, and it is further

ORDERED that the Administrators are restricted from distributing proceeds received on behalf of the Estate until further order of the Court.

MAG

Sumigate