

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

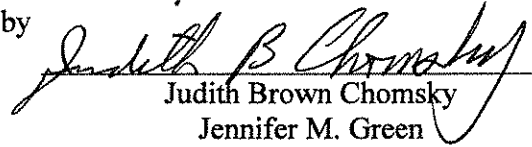
James B. N-Nah, as attorney in fact for David Kiobel
DAVID KIOBEL

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

Approved as to form:

CENTER FOR CONSTITUTIONAL RIGHTS


by

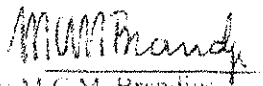

Judith Brown Chomsky
Jennifer M. Green

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

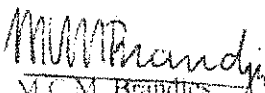
Attorneys for Plaintiffs

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:

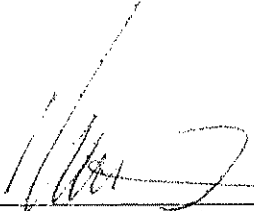
SHELL TRANSPORT AND TRADING
COMPANY, LTD., formerly THE "SHELL"
TRANSPORT AND TRADING COMPANY,
p.l.c.

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:

Signature of Moving Attorney:

Date:

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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– against –

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04 Civ. 2665
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Plaintiffs,

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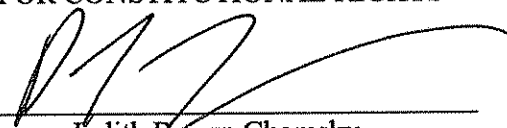
STIPULATION OF DISMISSAL

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]

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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