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April 15th, 2019

Re: Salala Rubber Corporation's (Socfin) involvement in human rights and environmental violations in its rubber plantation's land acquisition and expansion in Liberia.

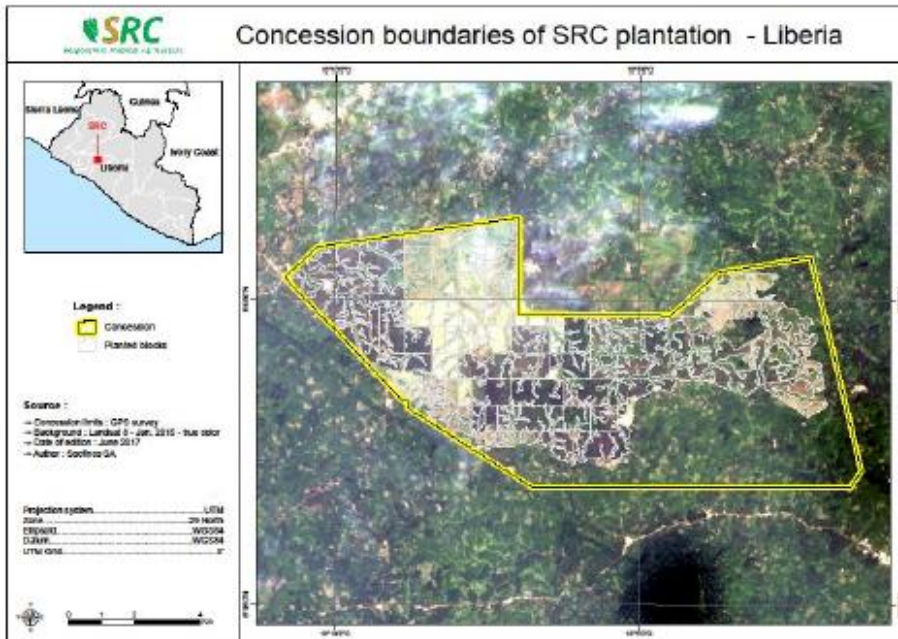
Dear Vice President Gratacos,

1. We are indigenous peoples from communities in the following towns and villages: Gleagba, Bloomu, Dokai (old), Dokai (new), Bondolon, Massaquoi, Martin Village, Dedee-ta 2, Kuwah-ta, Jorkporlorsue, Gorbora, Kolledarpolon, Monkey-tail, Ansa-ta, Lango, Garjay, Dedee-ta 1, Kolongalai, Sayue-ta, Tartee-ta, Varmue, , and Pennoh located in Margibi and Bong counties, Liberia.¹ The last eight communities including Lango, Garjay, Dedee-ta 1, Kolongalai, Sayue-ta, Tartee-ta, Varmue, and Pennoh are among the villages forcibly evicted and now damaged or extinct as a result of SRC's operations. Members of these communities have moved and are now residing in some of the other communities or other places. We have been seriously and devastatingly affected by the operations of the International Finance Corporation ("IFC") client, the Salala Rubber Corporation ("SRC"). We hereby submit this complaint to the Compliance Advisor/ Ombudsman ("CAO") regarding human rights and environmental violations caused by IFC Client, SRC, a subsidiary of SOCFIN.
2. SRC holds a concession of over 40,000 hectares in central Liberia, although SRC claims its concession was only 8,000 hectares, as illustrated in the map below.² We will appreciate if the CAO would clarify and harmonize these two conflicting figures. The concession itself was initially granted in 1959.³ In 2007, SRC was purchased by the Luxembourgish agricultural company, Socfin. SRC's operations have severely deprived us of the use of our land. Consistent with international best practices, the IFC Performance Standards and the laws of Liberia, all businesses, including Socfin and its subsidiary companies, are responsible for exercising due diligence in the prevention and addressing of human rights violations and environmental harms.

¹ See Annex 1 for information on how to contact complainants and our advisors.

² See Socfin Group, *Concession boundaries of SRC plantation – Liberia*, SRC (June 2017), <https://www.socfin.com/fr/implantations/src>.

³ See Bread for All, *Struggle for Life and Land – Socfin's Rubber Plantations in Liberia and the Responsibility of Swiss Companies* 8 (2019) (hereinafter "BfA Report").



Salala was created by the Government and subsequently sold to a private investor. The wars at the end of the 20th century destroyed completely the social and industrial infrastructures of SRC.

In 2007 Soofin acquired SRC from Agrifinal and the modernisation and rehabilitation of Salala started. Today 4 000 ha out of the 8 000 ha concession are replanted with rubber only.

[KML file](#)

Figure 1 – Map and description of SRC concession

Part I. Introduction.

3. We the undersigned, are indigenous peoples hailing from twenty-two communities in Margibi and Bong Counties, Liberia. SRC’s operations upon our lands have negatively impacted us and our way of life. While we as individuals have directly suffered from the harms described in this complaint, we also submit this complaint on behalf of our indigenous brothers, sisters, mothers, and fathers including every member of our communities and people who has been directly or indirectly harmed by the establishment, expansion and/or operation of SRC. We have gathered evidence and are prepared to show you specific locations where our crops were destroyed, shrines desecrated, villages uprooted, and burial grounds and graves sites denigrated. We eagerly anticipate leading you on a transect walk of our customary land regions to verify such sites were destroyed by SRC to cultivate rubber

A. Handling of This Complaint.

Anonymity for Our Indigenous Community Leaders (Chiefs).

4. We request that this complaint be treated as public and posted on the CAO’s website. We request, however, that the names of our indigenous community leaders, especially our traditional Chiefs, who have bravely thrust themselves forward to represent our various

indigenous communities, in addition to our human rights defenders, be kept confidential out of fear of retaliation, should their identities be compromised.

Recognition of Our Community as Indigenous.

5. The Republic of Liberia was established in 1847 by former slaves from the United States of America.⁴ The settlers initially purchased land from our indigenous forefathers, referring to them as Aborigines but more specifically the “lords of the soil.”⁵ Recognizing that our forefathers lived on the lands and followed their own societal mores, the “lords of the soil” possessed clear title to such lands. Even the framers of the Liberian Constitution acknowledged this, hence the drafting of Article 65, which states: “Judicial Power...shall be vested in a Supreme Court...[and] The courts shall apply both statutory *and customary laws*...[.]”⁶ This is an explicit recognition of our unique heritage and culture. Furthermore, our use of our lands creates valid tribal encumbrances, which are governed by specific regulations that address the non-tribal use of these lands.⁷ We self-identified ourselves as indigenous and therefore, in accordance with our heritage, international laws and the Republic of Liberia’s history and constitution, we are indigenous peoples.
6. Under guidelines set forth by the IFC Performance Standard 7 [2006], we are considered indigenous.⁸ We are a distinct social and cultural group, which self identifies as separate and distinct. from other groups. We do not accept the characterization that our indigenusness is based on how we are separate and distinct from a dominant group in Liberia. We have historically been referred to as Aborigine. We are collectively attached to our ancestral territories, which have been directly affected by SRC’s operations.⁹ Our customary cultural, economic, and social institutions are separate from those of the mainstream, non-indigenous Liberian community, as evidenced by the customary law provision of the Constitution, and other legal protections afforded to our lands.
7. Additionally, regarding the definition of “indigenous,” the African Court on Human and Peoples’ Rights has held:

“The most salient feature of most indigenous populations is their strong attachment with nature, particularly, land and the natural environment. Their survival in a particular way depends on unhindered access to and use of their traditional land and the natural resources thereon.”¹⁰

For generations, our entire culture and survival have been dependent upon nature, our use of the natural environment, and accesses to our traditional lands and resources. The sad

⁴ See *A Brief History of Liberia 1822-1991*, libcom.org, <https://libcom.org/library/a-brief-history-of-liberia-1822-1991>.

⁵ See H. Boima Fahnbulleh, *Voices of Protest: Liberia on the Edge, 1974-1980* 68, 74 (2005).

⁶ See Liberia Const. art. 65 (1985) (emphasis added).

⁷ See Land Rights Act, 2018, arts. 6, 21 (Lib.).

⁸ See IFC, *Performance Standard 7: Indigenous Peoples* (2006).

⁹ See generally *BfA Report*, *supra* note 3.

¹⁰ *African Court of Human and Peoples’ Rights v. the Republic of Kenya.*, App. No. 006/2012, Judgment ¶ 109 (Af. Ct. Hum. Ppls. Rts. 2017) (“hereinafter “Ogiek Case”).

reality is that before SRC came to Margibi and Bong Counties it was possible to access our natural resources; now that SRC has arrived, it is not.

Immediate Action Needed by the IFC to Address Retaliation and Criminalization.

8. In view of the October 2018 IFC Position Statement on Retaliation Against Civil Society and Project Stakeholders¹¹ and the CAO Approach to Responding to Concerns of Threats and Incidents of Reprisals in CAO Operations,¹² we wish to draw your attention to a series of ongoing and continuing reprisals, threats, intimidations, harassments, and acts of violence against human rights defenders, land rights defenders, and indigenous community leaders. These individuals have been systematically targeted by the IFC's client, SRC, as a result of their activities in seeking redress for legitimate grievances regarding SRC's activities,¹³ and are continuously surveilled by local police and SRC's private security contractors.¹⁴
9. In October of 2018, the IFC issued a statement against retaliation wherein it vowed to not "tolerate any action by an IFC client that amounts to retaliation – including threats, intimidation, harassment, or violence – against those who voice their opinion regarding the activities of IFC or our clients ... [and to] take seriously any credible allegations of reprisals."¹⁵
10. We urge the CAO to investigate our assertions of these reprisals immediately and to intervene forcefully based upon such findings, concurrently with your assessments of this complaint. We believe that the IFC has committed to such action pursuant to both the October 2018 IFC Position Statement on Retaliation Against Civil Society and Project Stakeholders, and the CAO Approach to Responding to Concerns of Threats and Incidents of Reprisals in CAO Operations.
11. If these threats, intimidations, and reprisals are unaddressed and unresolved early on in the assessments of our grievances and complaints, we fear it will be difficult, if not impossible, for us to freely and openly participate and contribute towards an amicable resolution of our complaints and grievances.
12. Consistent with SRC parent company, Socfin's involvement around the world and in other African countries, it is clear that reprisals are ingrained in its corporate culture. Those who dare speak out against Socfin are regularly targeted for reprisals. In January of 2019, villagers in Sierra Leone were attacked after publicly decrying Socfin's human

¹¹ IFC, *IFC Position Statement on Retaliation Against Civil Society and Project Stakeholders* (October 2018), at https://www.ifc.org/wps/wcm/connect/ec379db4-56f1-41e1-9d86-8ea05945bc67/EN_IFC_Reprisals_Statement_201810.pdf?MOD=AJPERES.

¹² Compliance Advisor Ombudsman, *CAO Approach to Responding to Concerns of Threats and Incidents and Reprisals in CAO Operations* (October 2017), at http://www.cao-ombudsman.org/newsroom/documents/documents/CAOApproachtoThreatsandIncidentsofReprisals_October2017.pdf.

¹³ See BfA Report, *supra* note 3, at 73.

¹⁴ See *Yeabamah National Congress for Human Rights (Testimony and affidavit key complainants)*.

¹⁵ See IFC Position Statement, *supra* note 11.

rights abuses in that country.¹⁶ These abuses include: lack of landowner's consent prior to land concession grants, lack of transparency, corruption, abhorrent working conditions, the destruction of sources of livelihood, negative impacts upon the right to adequate food, and negative environmental impacts.¹⁷ We are concerned that we shall suffer the same fate for alerting you to SRC's practices in Liberia.

13. Due to this pattern of retaliation and criminal activity, we encourage you to immediately address these reprisals as a matter of top priority and urgency. We request that you send a communication to SRC to immediately prevent further reprisals against our communities and peoples, especially during and after the CAO engagement process.

B. Structure of the Complaint.

14. Our complaint begins with a description of the SRC project. Next, this complaint describes the harms our communities and people have suffered, and continue to suffer, at the mercy of SRC. This is followed by a thorough analysis of SRC's violations of the IFC's Performance Standards, as well as violations of other relevant domestic laws, international laws, and standards. Subsequently, our complaint describes prior attempts we have engaged in to resolve this dispute. Our complaint ends with requested next steps, and a formal conclusion.

Part II. Description of the Project.

15. Annually, Liberia produces 73,000 metric tons of rubber, amounting to 10% of the African production of the crop.¹⁸ At the time IFC's Summary of Proposed Investment was prepared in 2008, SRC was Liberia's fourth largest producer and processor of rubber.¹⁹ According to the IFC's website, the IFC invested \$10,000,000 United States dollars into the SRC project in 2008, to be repaid by 2020.²⁰ As of the date of filing this complaint, the IFC's loan and project are currently listed as active.²¹
16. According to the IFC, the goals of the SRC project include: rehabilitating and expanding a rubber plantation which was neglected during several years of civil war in Liberia, and optimizing its operations through the following: planting new rubber trees upon the existing concession; renovating the plant and equipment; rebuilding administrative and social infrastructure (including worker housing); and meeting additional working capital needs.²² Whatever the stated positive intention of SRC may be, however, in reality we have suffered massive harm as a result of SRC's expansion activities.

¹⁶ See SILNORF *et al.*, Press Statement, *In Sierra Leone Land Rights Defenders Under Attack* (Jan. 24, 2019), available at <https://www.grain.org/entries/6111-in-sierra-leone-land-rights-defenders-under-attack>.

¹⁷ *Id.*

¹⁸ See BfA Report, *supra* note 3, at 20.

¹⁹ *Summary of Proposed Investment: Salala Rubber Corporation*, IFC Project Information Portal (Feb. 29, 2008), at <https://disclosures.ifc.org/#/projectDetail/SPI/26510>.

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

17. The initial rubber plantation was built in 1959 following a land concession that the Liberian government granted to Dutch and German companies.²³ The plant was named the Weala Rubber Company.²⁴ This original grant of land amounted to 100,000 acres.²⁵ The exact location of this land is unspecified in the SRC concession agreement; the concessionaire was directed to select its plantation area from “unencumbered public lands” in the general area described in the agreement.²⁶ Once the agreement entered into force, the concessionaire had 24 months to conduct an examination of these areas.²⁷ The resulting survey would then define the exact boundaries of the future concession area in which the plantation would be developed.²⁸ It is unclear whether this survey was ever actually conducted, because SRC has been unwilling to share documents conclusively proving that this procedure was complied with.²⁹
18. The agreement also gives the concessionaire the right to expand its activities within the concession area by selecting areas for active plantation development. To do so, SRC must notify the government beforehand and receive official approval before expanding their agricultural activity.³⁰
19. Additionally, the agreement tasks the government with preventing “the settling of squatters” in the development areas, although “the concessionaire will not request that the government evacuate villages existing within the development areas unless such villages or their inhabitants impede the operations of the concessionaire under concession.”³¹ The term “squatter” presumably applies only to inhabitants who moved onto the land after it was chosen by SRC, because if the land had prior occupants, said land would have been encumbered and could not have been chosen to be developed without the occupants’ consent.
20. Regarding private deeds, SRC must reach an agreement with the deed owner on lands it desires to develop.³² If such agreement is unable to be reached, the government is required to mediate for “just and reasonable compensation.”³³
21. In 1962, operations began at the Weala Rubber Company.³⁴ In 2007, Socfin acquired SRC from Agrifinal.³⁵ Today, Socfin holds 64.91% of the shares of SRC.³⁶ The other 35% are held by the Liberian Agriculture Company, a corporation also owned by

²³ See BfA Report, *supra* note 3, at 35.

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.* at 36.

³² *Id.*

³³ *Id.* at p.28.

³⁴ See SRC website, *supra* note 2.

³⁵ BfA Report, *supra* note 3, at 24.

³⁶ *Id.*

Socfinaf, the Luxembourgish holding company for Socfin’s African plantations.³⁷ Socfin holds a controlling 58% stake in Socfinaf.³⁸

Part III. Detailed Factual Description of Harm Suffered by Communities.

i. Land Grabs and Forced Evictions.

“In 2010, we saw a group of able-bodied men from SRC; they had cutlasses and were slashing our tree crops and vegetable farms. I threatened them with court action, but they challenged me to sue them. They asked if I had money to sue a corporate group like SRC.” – Lanco community member.³⁹

22. Regrettably, we have suffered directly from SRC’s involvement in our region. SRC has forcefully seized and occupied our customary land and continues to do so. SRC facilitates forced evictions without our Free Prior Informed Consent (“FPIC”), in violation of the current IFC Performance Standards, domestic laws, international laws, best practices, and other standards. Our community’s residence upon our lands long predates the concession agreement granted by the Liberian government; it even predates the independence of the Liberian Republic.⁴⁰ By clearing our land, establishing nurseries, and planting rubber, SRC is endangering our culture, customary traditions, and livelihoods. The company is jeopardizing our entire existence as indigenous people.
23. The land that was mapped and chosen by SRC to be expanded upon was already encumbered by our people.⁴¹ Our ancestors lived on this land and passed it on to us. We are under obligations to pass it onto our children.⁴² SRC’s operations have made this generational transfer impossible. SRC was undeterred in its land acquisition despite the fact that our communities utilized the land since before Liberia achieved independence, and the fact that such lands were formally encumbered.
24. Over the years, in order to provide additional layers of protection for our land, some of our people obtained formal deeds and tribal certificates – documents granted by customary leaders giving permission to live on and obtain title to traditional lands.⁴³ Although these statutory instruments provided legal protection, SRC continued to encroach upon our lands. SRC claimed that it never intruded upon our lands because it operated within its concession boundaries in those areas.⁴⁴ Even private deeds failed to

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Id.* at 40.

⁴⁰ *Id.* at 35, 38.

⁴¹ *Id.* at 35.

⁴² United Nations Declaration on the Rights of Indigenous Peoples, U.N. GAOR Res. No. 61/295, art. 25 (Sept. 13, 2007).

⁴³ See BfA Report, *supra* note 3, at 37

⁴⁴ *Id.*

stop SRC from expanding.⁴⁵ Such was the case in Tartee-ta Town and Dedee-ta 2 Town.⁴⁶

25. Our affected communities were forced to flee our towns without advance notice, and we were not compensated by SRC for the loss of our crops, homes, and cultural sites.⁴⁷ Each time SRC expanded onto another portion of our land, the company would either bulldoze the town, or displace us economically - constructively evicting us by surrounding our land and building physical infrastructure.⁴⁸ When SRC engulfed our communities with its plantation, we lost the income from our farmland and found it impossible to continue occupying or using it.⁴⁹ Such was the case in Jorkporlorsue in 2010.⁵⁰
26. Sometimes, SRC's evictions even affected those of us who had already been forced to evacuate from our original tribal land because of prior SRC expansion. During the SRC expansions in the 1960s and 1979/80, many of us were forced to evacuate to indigenous tribal "reserve land."⁵¹ Once we were evicted from the reserve land, we had nowhere to go.⁵² As one former resident explained, "the government knew we were there, we paid taxes."⁵³
27. SRC cleared sacred places such as our traditional revered snake bushes, sande bush, poro bush, taboo trees, sacred rivers, ritual lands, and ancestral graves while expanding its rubber plantation.⁵⁴ We used snake bushes to cure those bitten by snakes.⁵⁵ In Lanco, Gorbor, Deedee, and Garjay we report snake bush destruction.⁵⁶ SRC destroyed many of these sites during the clearing of the bush or the demolition of towns.⁵⁷
28. Other sites, such as the graves of ancestors in Garjay, were left in place but surrounded by the plantation, depriving them of their spiritual value.⁵⁸ As a result, as explained by a man from Garjay, "we can no longer honor our ancestors."⁵⁹ SRC shoveled over graves in Lanco, breaking the tombstones.⁶⁰ Another man from Gorbor stated that SRC razed their old grave sites with bulldozers.⁶¹

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.* at 11-12, 40-41, 46-48.

⁴⁸ *Id.* at 40-42.

⁴⁹ *Id.* at 41.

⁵⁰ *Id.*

⁵¹ *Id.* at 37.

⁵² *Id.*

⁵³ *Id.* at 61.

⁵⁴ *Id.* at 43.

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ *Id.*

⁵⁸ *Id.*

⁵⁹ *Id.*

⁶⁰ *Id.*

⁶¹ *Id.*

29. When SRC expanded into Daokai, it destroyed our village soap tree.⁶² Our soap tree was a traditional marker of our village boundaries.⁶³ SRC alternatively claims: “with the intent to make false allegations against the company, the local residents maliciously proceeded to plant traditional land markers within the SRC planted area bordering the village,” forcing SRC to “chop down the invasive foreign seedlings.”⁶⁴ Furthermore, SRC claims the soap trees were much smaller than the rubber trees, and thus could not have been used as traditional land markers.⁶⁵ SRC’s claim is simply untrue. The remaining soap tree stumps are in fact massive, and indicate that the land was customary land, utilized for agriculture prior to SRC expansion.⁶⁶
30. For taking our land and our cultural heritage, SRC gave us neither compensation, nor the chance to create any other arrangement with the company, such as production-sharing agreements.⁶⁷ In addition to saving money by forcibly evicting us from our communities, SRC saves a substantial amount of money on surface rent, because SRC’s rate is based upon the rent numbers stipulated in the original concession agreement dating back to 1959.⁶⁸ In 2015, SRC paid a total of \$1,200 USD in surface rent, whereas the 2015 going rate for such land would have been \$30,000USD.⁶⁹

Lack of Transparency Throughout the Entire Process.

31. SRC has demonstrated a glaring lack of transparency and accountability throughout its rubber plantation expansion process, a process which is funded by the IFC. SRC’s failure to meet the required disclosure requirements is strikingly evident, and is in contravention of IFC Performance Standard 1.⁷⁰ Paragraph 20 of PS 1 mandated the disclosure of information to communities that are to be affected by IFC projects.⁷¹ In particular, the information should describe the purpose of the project, the scale, the duration, any potential risks to communities, and any environmental impacts.⁷² We were never given such information by SRC. This has led to myriad harms, including but not limited to the loss of our lands and crops, violence against our women, degradation of the environment, and limited schooling and work opportunities.
32. We possess SRC documents from 2010 entitled “*Analysis of Cash Crops in Extension Areas*” which indicate that SRC paid us for perennial crops such as rubber, kola, and palm trees.⁷³ In truth, we have never been paid the compensation described in these documents.⁷⁴ Instead, a compensation scheme has been imposed upon us through threats,

⁶² *Id.* at 42.

⁶³ *Id.*

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ *Id.*

⁶⁷ *Id.* at 46-48.

⁶⁸ *Id.* at 31.

⁶⁹ *Id.*

⁷⁰ IFC, *Performance Standard 1: Social and Environmental Assessment and Management Systems* ¶ 20 (April 2006).

⁷¹ *Id.*

⁷² *Id.*

⁷³ BfA Report, *supra* note 3, at 47.

⁷⁴ *Id.*

intimidation, and trickery. For other assets, such as lost homes, we never received compensation.⁷⁵

33. SRC failed to compensate us at all for lands lost.⁷⁶ SRC only sporadically compensated some members of our community for their trees, and even this did not adequately account for our massive tree loss.⁷⁷ Sometimes our trees were counted in a non-participatory manner, without sufficient inclusion of our affected crop owners.⁷⁸ Often the trees were counted only after the destruction of crops.⁷⁹ It is unsurprising that these practices led to inadequate estimates. Sometimes the trees were not even counted at all.⁸⁰
34. We did not receive a copy of any documents we signed, and everything happened in a rush. We were required to sign or thumbprint documents, our pictures were taken, and then we were pushed out of the office where the payment took place.⁸¹ We suspect this was another tactic used by SRC to take advantage of us, one in a long line of predatory transgressions.
35. In Lanco, SRC damaged about 6,000 rubber trees belonging to a community member, but only compensated him for 300 trees.⁸² SRC excused its underpayment by arguing that the remaining 5,700 trees were not brushed [the land surrounding the trees had not been cleared], and therefore were ineligible for compensation.⁸³
36. In Gorbora, a man reported that he had 5,000-6,000 immature rubber trees that were about to be tapped, but they were not counted.⁸⁴ SRC paid him a mere \$3 USD per tree, for trees it evaluated without his participation.⁸⁵ While SRC did pay, the man received only \$3,200 USD in total.⁸⁶ This does not even come close to replacing the cost of his losses.
37. Another man added that SRC did not pay him at all, because his trees remained uncounted before they were destroyed.⁸⁷ At this point, no one knows how many trees he had.⁸⁸ When he took a complaint to SRC regarding his lack of crop compensation, he received no redress.⁸⁹

⁷⁵ *Id.*

⁷⁶ *Id.*

⁷⁷ *Id.* at 45, 46

⁷⁸ *Id.*

⁷⁹ *Id.* at 46.

⁸⁰ *Id.* at 47.

⁸¹ *Id.*

⁸² *Id.*

⁸³ *Id.*

⁸⁴ *Id.*

⁸⁵ *Id.*

⁸⁶ *Id.*

⁸⁷ *Id.*

⁸⁸ *Id.*

⁸⁹ *Id.*

38. Additionally, in several towns we were instructed to clear under our trees so that they could be counted and we could be compensated.⁹⁰ This occurred at different points in time, and many of us did not have adequate time to clear under all of our trees.⁹¹ For purposes of compensation, the uncleared trees were ignored.⁹²
39. Residents of Lanco, Garjay, and Tartee-ta were evicted in 2010, in the face of bulldozers destroying their crops and threats from company workers overseeing the destruction of the community fields.⁹³ Only hills remain where houses once stood, and the towns are now plantation areas.⁹⁴ SRC incorrectly claims that it never evicted us, and that we left of our own volition.⁹⁵ SRC's claims that our communities had already deserted the contested locations are patently false.⁹⁶
40. SRC claims "it never evicted any village or community, and never demolished any architecture or structure."⁹⁷ Furthermore, SRC contends that because there are no official records of such events occurring, these events could never have occurred in the first place.⁹⁸ Despite these statements, some of us have lost our land through SRC's plantation expansions more than once, facing multiple displacements at the company's hands.⁹⁹
41. Those of us who lived in the villages of Kolleh and Pennoh were relocated to an area described as "very close to the concession."¹⁰⁰ "Very close," is a charitable description, as Kolleh is still within the concession area.¹⁰¹ In 2010, SRC again cleared our customary land for its rubber plantation.¹⁰² For those of us residing upon customary land within the concession area, we live in a constant state of fear and insecurity.

ii. Livelihood Loss, Food Insecurity, and Access to Drinking Water.

42. Losing our farmland has caused us many difficulties. Prior to SRC's expansion, we lived off of the land. We grew food for our families, and cash crops to provide for our basic financial needs. These crops included bananas, rice, cassava, cacao, kola, oranges, pineapple, coconuts, sugarcane, breadfruit, mango, cucumber, tomato, peas, corn, and pepper.¹⁰³ As one woman remembers, "when I was a child, our parents fed us three times [per day] because they had plenty of land which was used for farming, growing enough food to feed the family and sell some [sic] to solve other family problems. The forest was

⁹⁰ *Id.* at 45.

⁹¹ *Id.*

⁹² *Id.*

⁹³ *Id.* at 40-41.

⁹⁴ *Id.*

⁹⁵ *Id.* at 43.

⁹⁶ *Id.*

⁹⁷ *Id.*

⁹⁸ *Id.*

⁹⁹ *Id.* at 61.

¹⁰⁰ *See id.* at 41 (map of original sites and resettlement sites for villages inside and near the plantation).

¹⁰¹ *Id.*

¹⁰² *Id.* at 39 (chart of plantation expansion and land loss).

¹⁰³ *Id.* at 57.

used for hunting, medicine, and rivers for catching fish. Now I can only feed my two children once per day.”¹⁰⁴

43. As we no longer possess adequate farmland to pursue the shifting cultivation system we are used to, the soil is quickly depleted of its nutrients.¹⁰⁵ While SRC initially allowed us to farm rice on swamp areas within the plantation’s expanse, it later ended this practice.¹⁰⁶ The loss of our community lands to SRC has ushered in an era of food scarcity.¹⁰⁷
44. Those of us who lost access to our land, and who still reside within or adjacent to the planation areas, report the deterioration of our food security conditions.¹⁰⁸ We no longer have access to sufficient land for farming.¹⁰⁹ Many women do not know how to feed their children.¹¹⁰
45. Now we are forced to find other ways in which to access land to support our livelihoods.¹¹¹ Some of us attempt to use the tribal reserve land, but that land is limited, and also under threat.¹¹² Some of our other indigenous community members are forced to lease land from others outside of the concession area. This is done with great difficulty, as it requires leasing fees, yearly renewals, and permission from land owners.¹¹³
46. SRC claims that since “many” of us worked for them, and because the company gave us a subsidized “food ration” of rice, food security is not an issue.¹¹⁴ SRC’s position is that it has left us enough land to conduct subsistence farming.¹¹⁵ This is not the case; in reality, land scarcity has had a deleterious impact on our food security and our natural resources.
47. Sometimes the SRC expansions enclose our towns.¹¹⁶ SRC claims to leave a minimum of a 200x200 meter buffer zone around our villages for subsistence farming.¹¹⁷ However, 200 meters is not enough land to sustainably feed a town.¹¹⁸
48. In some towns such as Gorbor, Ansa, and Jorkporlorsue, there is no buffer zone around the village, and the plantation almost entirely encloses the village.¹¹⁹ SRC erects its

¹⁰⁴ *Id.*

¹⁰⁵ *Id.* at 60.

¹⁰⁶ *Id.*

¹⁰⁷ *Id.* at 58.

¹⁰⁸ *Id.*

¹⁰⁹ *Id.* at 59-60.

¹¹⁰ *Id.* at 59.

¹¹¹ *Id.*

¹¹² *Id.* at 60.

¹¹³ *Id.*

¹¹⁴ *Id.* at 61.

¹¹⁵ *Id.*

¹¹⁶ *Id.*

¹¹⁷ *Id.*

¹¹⁸ *Id.*

¹¹⁹ *Id.*

rubber plantation up to the borders of the villages, leaving only a few meters between the houses of the village and the planation.¹²⁰ As a result, we are unable to grow crops there.

49. SRC's expansion into our lands also negatively impacted locations where we would fetch water for drinking and bathing.¹²¹ SRC alleges that it never touched any structure, natural or man-made, during the execution of its projects.¹²² SRC also denies forcibly taking the town of Lanco, the location of one of our creeks.¹²³ SRC claims that it takes great care to provide water to plantation communities by offering boreholes and wells.¹²⁴
50. Women from Deedee report that SRC destroyed their creek during the expansion. These women are now forced to use a different creek.¹²⁵ According to our women: "we now must use water from the creek in the swamp within the planation, even though the water is unsuitable to drink."¹²⁶
51. In Lanco, we used to obtain water from a stream.¹²⁷ The stream is now covered by the plantation.¹²⁸ The water is unclean.¹²⁹
52. In Gorbor, SRC bulldozers destroyed our drinking well by pushing brush into the well.¹³⁰ In response to this situation, SRC built Gorbor a new well, but the well soon ran dry during the dry season.¹³¹ Even during the rainy season, the well could not be used because the well water changed color. The well remains completely unused due to its dubious quality.¹³²
53. According to Liberian law, SRC can only operate with permission of the Environmental Protection Agency ("EPA").¹³³ In 2008, SRC prepared an Environmental & Social Impact Assessment report listing soil quality, water and air quality, biodiversity impacts, solid waste management, and occupational health as the primary environmental and social risks caused by its plantation activities.¹³⁴ SRC's first permit was issued in 2012, despite the fact that SRC's Environmental and Social Impact Assessment was undoubtedly inadequate given the project's scale, and the substantial negative impacts the operation has had upon our communities.

¹²⁰ *Id.*

¹²¹ *Id.* at 66.

¹²² *Id.*

¹²³ *Id.* at 40.

¹²⁴ *Id.* at 66.

¹²⁵ *Id.*

¹²⁶ *Id.*

¹²⁷ *Id.*

¹²⁸ *Id.*

¹²⁹ *Id.*

¹³⁰ *Id.*

¹³¹ *Id.*

¹³² *Id.*

¹³³ *Id.* at 64.

¹³⁴ Earthtime Inc., *Environmental & Social Impact Assessment Progress Report for Salala Rubber Company* 111 (2008) (hereinafter "SRC ESIA").

54. SRC's operations have polluted our drinking and bathing water.¹³⁵ Rubber plantations frequently use massive amounts of agrochemicals, and SRC is no exception. These pollutants include fungicides, herbicides, and fertilizers like 2,4-D, glyphosate, and mancozeb; they may also include Paraquat, and Glyphosate.
55. In its Environmental and Social Impact Assessment, SRC established that it used fungicides, insecticides, and herbicides.¹³⁶ The ESIA recognizes that both the herbicide Glyphosate and the fungicide Mancozeb can have toxic effects on biodiversity and human health.¹³⁷ Additionally, the toxic chemical 2,4-D is still used widely as herbicide.¹³⁸ Since 2,4-D is not patented any longer, it exists in many formulations.¹³⁹ The level of toxicity depends upon the additional chemicals included in the specific 2,4-D formulated product.¹⁴⁰
56. In addition to the chemicals discussed above, the chemicals Paraquat and Gramoxone may still be used according to former sprayers.¹⁴¹ These chemicals cause exposure symptoms including eye or skin irritation and coughing. Paraquat can also cause much more serious physical ailments, such as skin burns, dermatitis, and damage to fingernails,¹⁴² and if ingested could damage the kidneys, liver, and esophagus.¹⁴³ This list of symptoms mirrors the symptoms that members of our community living near the plantation have suffered.¹⁴⁴
57. SRC has admitted that contamination of drinking water is a significant possibility through both the transfer of pesticides in run-off and the direct use of agrochemicals.¹⁴⁵ Three of SRC's main agrochemicals, including Glyphosate, are water contaminants.¹⁴⁶ "Excessive use of these chemicals combined with soil erosion, will lead to a relatively significant contamination of the water bodies close to the plantation."¹⁴⁷
58. Following the encroachment of SRC upon our villages, we have noticed the water quality deteriorating.¹⁴⁸ After SRC sprays the plantation, the water turns red and has a noticeable

¹³⁵ See BfA Report, *supra* note 3, at 66-67.

¹³⁶ SRC ESIA, *supra* note 134, at 91.

¹³⁷ *Id.* at 132, 133-34; see also Pesticide Action Network, *PAN International List of Highly Hazardous Pesticides* 24, 34, 35 (March 2019), at https://issuu.com/pan-uk/docs/highly_hazardous_pesticides_-_march?e=28041656/62901883.

¹³⁸ See Mandy Tu *et al.* *Weed Control Methods Handbook: Tools & Techniques for Use in Natural Areas* 7a.1 (The Nature Conservancy 2001), at <https://www.invasive.org/gist/products/handbook/10.24-d.pdf>.

¹³⁹ BfA Report, *supra* note 3, at 67.

¹⁴⁰ *Id.*

¹⁴¹ *Id.*

¹⁴² Public Eye, *Adverse health effects caused by paraquat* 5, 7 (Feb. 2017), at https://www.publiceye.ch/fileadmin/doc/Pestizide/2017_PublicEye_Adverse_Health_Effects_Paraquat_Bibliography.pdf

¹⁴³ *British Journal of Clinical Pharmacology* 72:5, *Medical management of paraquat ingestion*, 748 (2011), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3243009/pdf/bcp0072-0745.pdf>.

¹⁴⁴ BfA Report, *supra* note 3, at 67.

¹⁴⁵ *Id.*

¹⁴⁶ *Id.*

¹⁴⁷ *Id.*; SRC ESIA, *supra* note 134, at 118.

¹⁴⁸ BfA Report, *supra* note 3, at 67.

smell.¹⁴⁹ Some of us have noticed a mold-like layer on the top of the water and the appearance of dead fish.¹⁵⁰ When the water gets washed into the creeks, the grass turns yellow and then dies.¹⁵¹

iii. Inability to Pay for Schooling.

59. SRC emphasizes the high quality of the education provided at its schools.¹⁵² SRC boasts of having 6 schools that 2243 students attend.¹⁵³ However, sending a child to school costs money.¹⁵⁴ For instance, when our children attend public school, we contribute a fee which helps pay for the teacher or materials.¹⁵⁵ Many of us also have to pay boarding fees due to the distance that the schools are located from our villages.¹⁵⁶ SRC argues that its schools are open to all children, but the reality is that preference is given to employee's children.¹⁵⁷

60. These facts mean that accessing company schools is both difficult, and expensive for the children of non-employees. Therefore, few children living in our villages attend the company schools because we simply cannot afford to pay the fees.¹⁵⁸ Since most of us have lost our land to the plantations, we have little opportunity to earn the required cash income.¹⁵⁹ Very few of us can afford what SRC deems a "nominal" fee of \$25 USD per child, per semester.¹⁶⁰

iv. Gender and Sexual Based Violence.

"I work two times in the week and during those two days, the headman [contractor head] will always touch all the women's breasts and butts all of the time, including me." – Victim of sexual violence.

61. We want to draw your attention to the horrific sexual and gender-based violence perpetrated by SRC officials, including security personnel and SRC contractor heads, against female members of our community.

62. At SRC, women are sexually abused, especially women who have applied for jobs as contract workers.¹⁶¹ Contractor heads often harass and assault women who were hired,

¹⁴⁹ *Id.*

¹⁵⁰ *Id.*

¹⁵¹ *Id.*

¹⁵² *Id.* at 77.

¹⁵³ *Id.*

¹⁵⁴ *Id.*

¹⁵⁵ *Id.*

¹⁵⁶ *Id.*

¹⁵⁷ *Id.*

¹⁵⁸ *Id.*

¹⁵⁹ *Id.*

¹⁶⁰ *Id.*

¹⁶¹ *Id.* at 69.

applied for jobs, or merely sold food to workers at SRC.¹⁶² It is not uncommon for contractor heads to request sex from women before hiring them, or demanding sex before paying them for jobs they have already completed.¹⁶³

63. Because the plantation encompasses the town, very few toilets are still available, and we cannot enter the plantation to use them.¹⁶⁴ When our women try, especially at night, security guards harass and humiliate them, pointing flashlights at them as they attempt to use the toilets.¹⁶⁵
64. Sometimes our women must deliver sex to their superiors to keep the jobs they already have.¹⁶⁶ Those who refuse are denied employment or fired.¹⁶⁷ Our women often are forced to acquiesce because obtaining jobs is incredibly difficult, and they desperately need to get paid in order to take care of their children.¹⁶⁸
65. Security personnel also threaten our women routinely with “let me do my thing now or I kill you.”¹⁶⁹ It is unsafe to travel at night.¹⁷⁰ It has been stated that, “if a woman travels after six in the evening, she can expect to get raped.”¹⁷¹ SRC denies our assertions of gender-based violence committed by its security forces and workers.¹⁷²

v. Employment Conditions and Labor Rights Violations.

66. SRC employs 1,381 workers (including 346 contract workers and 683 daily workers).¹⁷³ Very few of us from the villages affected by SRC actually hold permanent positions at SRC.¹⁷⁴ SRC’s labor system primarily relies on contract workers who are hired on a temporary basis, sometimes as short as a single day.¹⁷⁵ While SRC does hire contract workers directly, more often it recruits workers via a contractor head.¹⁷⁶ It hires people from nearby villages as contract workers to avoid hiring permanent employees.¹⁷⁷ The quotas we must meet to remain employed are extremely high, and ultimately unsustainable.¹⁷⁸ Furthermore, contract workers are also required to purchase their own equipment.¹⁷⁹ The amount of money necessary to purchase rubber tapping tool is the

¹⁶² *Id.*

¹⁶³ *Id.*

¹⁶⁴ *Id.*, at 69-70.

¹⁶⁵ *Id.* at 62.

¹⁶⁶ *Id.* at 69.

¹⁶⁷ *Id.*

¹⁶⁸ *Id.* at 70.

¹⁶⁹ *Id.*

¹⁷⁰ *Id.*

¹⁷¹ *Id.*

¹⁷² *Id.*

¹⁷³ *Id.* at 75.

¹⁷⁴ *Id.*

¹⁷⁵ *Id.*

¹⁷⁶ *Id.* at 75-76.

¹⁷⁷ *Id.* at 75.

¹⁷⁸ *Id.*

¹⁷⁹ See Yeabamah National Congress for Human Rights (Testimony and affidavit key complainants.)

equivalent of several days' salary for a contract worker; this is a prohibitive amount given that such workers are already earning barely enough to feed their families once a day.¹⁸⁰

67. Contractors' wages barely reach \$5.50 USD per day, and their work is often extremely hazardous.¹⁸¹ Additionally, payment is based upon the quotas that are unrealistically high.¹⁸² If we cannot complete our tasks, our wages are reduced.¹⁸³ Sometimes the contractor must ask for help to complete the assigned task.¹⁸⁴ When we recruit help, we must pay the helper.¹⁸⁵ Otherwise, we must work longer or accept the deduction for failing to complete the task from our already low wages.¹⁸⁶

68. Because there are more of us than there are jobs offered by SRC, often we must pay the contractor head between \$10 and \$40 USD to even be hired.¹⁸⁷ Sometimes the contractor head fails to report the contract worker as present, when in fact they were.¹⁸⁸ This results in the contract worker not earning the full wage payment that they are entitled to.¹⁸⁹ Contract workers often receive payment late, and the contractor heads enjoy so much power they can even arbitrarily decide how much money is deducted for expenses and taxes from the worker's payment.¹⁹⁰

69. Not only does SRC source its rubber from its own plantations, it also sources its rubber from surrounding smallholders.¹⁹¹ 75-80% of SRC's rubber input is sourced from third parties.¹⁹² This practice lends itself to serious supply chain concerns. Although difficult to monitor, SRC should be held to the highest standard and unequivocally denounce labor rights violations stemming from smallholder plantations.

vi. Reprisals, Threats, Intimidation, Harassments, Arrests and Illegal Detentions.

"The security from the company came to us with axes, cutlasses, spears with knives. Fear grabbed us and we thought there was another war coming again into Liberia. The person who brought the group had a false face [mask] on his face." - Woman in Daokai.

¹⁸⁰ Yeabamah National Congress for Human Rights (Testimony and affidavit key complainants.)

¹⁸¹ *BfA Report*, at 75

¹⁸² *Id.*

¹⁸³ *Id.*

¹⁸⁴ *Id.*

¹⁸⁵ *Id.*

¹⁸⁶ *Id.*

¹⁸⁷ *Id.* at 76.

¹⁸⁸ *Id.*

¹⁸⁹ *Id.*

¹⁹⁰ *Id.*

¹⁹¹ Socfin Group, SRC, at <https://www.socfin.com/en/locations/src> (last accessed 4.20.2019).

¹⁹² IFC, *Case Study: Salala Rubber Corporation* 48, at https://www.ifc.org/wps/wcm/connect/972ed2004cc75647942cb59ec86113d5/CS_033_IFC+Case+Studies+-+Salala+2011.pdf?MOD=AJPERES (last accessed 4.20.2019).

70. We live under constant fear of threats, harassment, intimidation, and arrest simply because we have refused to permit SRC to seize our customary lands, left to us by our ancestors. Our safety and security are perpetually jeopardized.
71. On occasions when we have conducted inquiries and requested that SRC consult directly with us and our local community leaders to obtain our FPIC prior to proceeding with its planting and clearing operations, SRC has treated us as criminals rather than interlocutors influencing the police to arrest us.¹⁹³ The company has repeatedly referred community members and leaders to local governmental authorities, who have used intimidation, harassment, and threats of arrest and detention to force us to acquiesce to SRC's seizure of our customary lands, crops, and farmlands.¹⁹⁴
72. SRC intimidated, and even arrested, those of us from affected communities when we organized or led protests.¹⁹⁵ Several incidents have occurred throughout the last several years.¹⁹⁶ For example, Abraham Kamara ("Kamara") and Abraham Pennoh ("Pennoh"), two community activists, experienced retaliatory arrests following their attempts at peaceful community mobilization.¹⁹⁷
73. Kamara and Pennoh are traveling human rights defenders, allied with The Yeabamah National Congress for Human Rights. They move from village to village gathering our stories to share with advocacy organizations, and initiate engagements such as writing letters to SRC and officials.¹⁹⁸ In 2014, the police were alerted by SRC to inform the superintendent of Margibi County of allegations against the activists.¹⁹⁹ The police raided a community meeting in an attempt to arrest Kamara, but our village elders prevented his arrest.²⁰⁰ Kamara promises that no demonstrations were planned, and that our community members were merely attempting to obtain redress by engaging with SRC.²⁰¹
74. In 2015, Kamara was arrested while traveling to Doakai.²⁰² After sustaining injuries from a close-range tear gas attack by the police, Kamara was apprehended without being told the reason for his arrest.²⁰³ The very same day, Pennoh was also arrested, with three other men on his way home from his farm.²⁰⁴ Kamara and Pennoh were charged with "disorderly conduct and terroristic threats."²⁰⁵ Following the arrests, Pennoh's wife, formerly an SRC employee, was terminated without benefits.²⁰⁶ To this day, none of their

¹⁹³ BfA Report, *supra* note 3, at 73-74.

¹⁹⁴ *Id.*

¹⁹⁵ BfA Report, *supra* note 3, at 73.

¹⁹⁶ *Id.* at 73-74.

¹⁹⁷ *Id.*

¹⁹⁸ *Id.* at 73

¹⁹⁹ *Id.*

²⁰⁰ *Id.*

²⁰¹ *Id.*

²⁰² *Id.*

²⁰³ *Id.*

²⁰⁴ *Id.*

²⁰⁵ *Id.*

²⁰⁶ *Id.* at 74.

cases have been resolved, and there has been no movement towards a good faith resolution.²⁰⁷

In 2016 Kamara was arrested again, under the pretext of an invalid criminal insurance bond.²⁰⁸ He spent five days in prison before his release.²⁰⁹ When Pennoh learned of Kamara's detainment, he fled into the forest.²¹⁰

75. SRC claims it never authorized anyone acting on its behalf to make arrests.²¹¹ But a series of frivolous criminal charges and writs were issued by the Government of Liberia against a number of community activist in which SRC served as a private prosecutor, with SRC's private law firm partnering with the Government lawyers. There are also documentations including letters written by SRC requesting that the police act against human rights defenders with in the affected community.²¹² In one of its letters to the Police, SRC claimed that community activists planned to "kidnap and hold hostage a SRC expatriate employee who happens to be in the plantation."²¹³ Such lies led to the arrests of Kamara and Pennoh.
76. In 2013, in Doakai, we ran a community rubber plantation where our women pooled money in a Savings Club.²¹⁴ During this time period, SRC continually claimed that we were stealing latex from its plantation.²¹⁵ SRC was eventually granted a search warrant by the local Magistrate Court to search Doakai for stolen rubber.²¹⁶
77. SRC security guards supported the police in conducting the search.²¹⁷ The security guards arrived armed with cutlasses, spears, and knives.²¹⁸ The police approached the town chief and presented the search warrant to him.²¹⁹ Both the police and SRC's security guards searched the chief's house, ostensibly looking for stolen rubber.²²⁰ One villager ended up getting arrested because he had a hunting rifle.²²¹ SRC's security guards ransacked our homes, destroyed zinc roofing, stole electronics, and beat up a different villager.²²²
78. The SRC search party also stole several thousand USD belonging to the women's Savings Club, allocated to send our children to school and cover their schooling fees.²²³

²⁰⁷ *Id.*

²⁰⁸ *Id.*

²⁰⁹ *Id.*

²¹⁰ *Id.*

²¹¹ *Id.*

²¹² *Id.* at 74.

²¹³ *Id.*

²¹⁴ *Id.* at 71.

²¹⁵ *Id.*

²¹⁶ *Id.*

²¹⁷ *Id.*

²¹⁸ *Id.*

²¹⁹ *Id.*

²²⁰ *Id.*

²²¹ *Id.*

²²² *Id.*

²²³ *Id.*

SRC's security guards also commandeered an entire pickup truck filled with our rubber.²²⁴ They did not check if it was their rubber, and drove it to SRC's plantation with an armed escort of company security guards.²²⁵

79. SRC disputes any involvement of company security guards.²²⁶ It also claims that no report of any incident was registered with the authorities.²²⁷ Despite these claims, a record from the Magisterial Court confirms the issuance of such a warrant.²²⁸ There is, however, no record of any rubber seizure or trial ever occurring.²²⁹
80. SRC's security guards also restrict our movement.²³⁰ Many of our villages are accessible only via roads through SRC plantations.²³¹ These roads are supposed to be public, but security guards actively monitor and choose who may enter and exit.²³²
81. In May 2017, SRC issued a "restricted movement order," binding upon everyone.²³³ If anyone needs to travel to the market via the main road and return after six pm, they are not allowed to pass through the main gate.²³⁴ During the day, security guards routinely interrogate us, and demand that any visitor coming through the gate registers and obtains permission from the company.²³⁵
82. According to SRC, anyone caught at night in the plantation is a potential rubber thief.²³⁶ If security catches us in the plantation, they take us to jail.²³⁷ We are only released after a bail payment of \$100-\$200 USD.²³⁸ In Gorbos, such arbitrary arrests generally occur twice a week.²³⁹

Part IV. Legal Analysis of the Violations of the IFC's Performance Standards and Other Relevant Laws and Standards.

83. In this section we demonstrate that, through its irresponsible and abusive actions, Socfin has repeatedly violated the IFC Performance Standards, and continues to do so daily. We also show that it was the IFC's failure to follow its own procedures and standards of conduct that facilitated and implicitly condoned Socfin's abuse. In doing so, we draw upon the following authoritative sources:

²²⁴ *Id.*

²²⁵ *Id.*

²²⁶ *Id.*

²²⁷ *Id.*

²²⁸ *Id.*

²²⁹ *Id.* at 71-72.

²³⁰ *Id.* at 72-73.

²³¹ *Id.* at 72

²³² *Id.*

²³³ *Id.*

²³⁴ *Id.*

²³⁵ *Id.*

²³⁶ *Id.*

²³⁷ *Id.*

²³⁸ *Id.*

²³⁹ *Id.*

- The 2006 version of the Performance Standards and the Guidance Notes thereto, which the IFC commits to upholding and which Socfin was contractually committed to respecting;
- Relevant provisions of Liberian law, including the Liberian Constitution and laws relating to land rights, which Socfin was contractually committed to respect pursuant to the Performance Standards;
- Relevant provisions of international human rights treaties, including the International Covenant on Civil and Political Rights (“ICCPR”), the International Covenant on Economic, Social, and Cultural Rights (“ICESCR”), the United Nations Declaration on the Rights of Indigenous People, and the African Charter of People's and Human Rights. While these treaties are legally binding only upon States, corporations and international institutions have a responsibility to respect the rights enshrined within them. Treaties therefore represent norms of conduct that are useful to determine whether non-State parties have breached standards intended to protect human rights, such as the IFC Performance Standards.

IFC Performance Standards Violations.

84. SRC violated numerous IFC Performance Standards. Although the IFC updated its Performance Standards in 2012, because SRC entered into its loan agreement with the IFC prior to 2012, the 2006 Performance Standards remain the applicable standards. Through the course of its operations, SRC, by its catastrophic failure to abide by the Performance Standards, has caused our community grievous harms.

i. Land Grabs and Forced Evictions.

85. SRC’s land grabs and forced evictions in Margibi County and Bong county run afoul of the IFC Performance Standards. In addition to taking our homes and farms without compensating us, SRC’s destruction of our religious sites, and its pollution of our water sources has caused us great injury. Our entire way of life is threatened.

I. SRC’s Land Grabs and Forced Evictions Violated Performance Standard 5: Land Acquisition and Involuntary Resettlement.

86. IFC Performance Standard 5 applies to land acquisition and involuntary resettlement.²⁴⁰ This includes physical or economic displacement resulting from land rights for a private sector project acquired through expropriation or compulsory procedures.²⁴¹ In its execution of the project, SRC was required to honor certain requirements.²⁴² These requirements include:

- *Project Design.*

87. According to Performance Standard 5, SRC was mandated to “consider feasible alternative project designs to avoid or at least minimize physical or economic

²⁴⁰ IFC, *Performance Standard 5: Land Acquisition and Involuntary Resettlement* ¶ 5 (April 2006).

²⁴¹ *Id.*

²⁴² *Id.* ¶¶ 7-13.

displacement, while balancing environmental, social, and financial costs and benefits.”²⁴³ This was to be established during the Social and Environmental Assessment process, and to be managed through SRC’s Social and Environmental Management System. However, according to SRC’s Environmental and Social Impact Assessment, the company never contemplated the displacement of our people, nor any alternative designs.²⁴⁴ Such lack of prophylactic measures is in direct contravention of Performance Standard 5.

- *Compensation and Benefits for Displaced Persons.*

88. SRC was responsible for compensating our displaced people and communities for the loss of our assets at full replacement cost, as well as other assistance to restore our standard of living or livelihoods, according to Performance Standard 5.²⁴⁵ SRC has never compensated us for the loss of our homes.²⁴⁶ SRC has also never compensated us for the loss of our livelihoods, which includes our farmlands and forests.²⁴⁷
89. Furthermore, according to Performance Standard 5, when the displacement is land based, the IFC client must offer land-based compensation where feasible.²⁴⁸ Here, SRC never offered us land-based compensation.²⁴⁹ If anything, SRC abused the favorable past contract conditions of the original concession agreement granted to the Weala Rubber Company to save money on its present surface rent.²⁵⁰
90. Our farms and crops were seized by SRC, and while government officials may have acted as witnesses, they do not relieve SRC of its responsibility to properly compensate us. SRC was obligated to deal with us directly in providing us our compensation, and it cannot blame other parties for our under-compensation. Under Performance Standard 5, the payment system should be transparent and consistent.²⁵¹ SRC would have us believe the entire crop survey and remuneration process had been communicated to all our relevant parties far in advance, and been conducted in a transparent and participatory manner – jointly with crop owners and relevant government officials.²⁵² However, in 2013, SRC admitted that sometimes the relevant government agencies were not present when payments were made.²⁵³ This procedure was neither transparent nor participatory for our communities, and left us with one feeling: being cheated.
91. For many of us, the compensation paid for our tree crops fails to reflect even the replacement cost of a productive tree, let alone the market, economic, and long-term value of the productive trees we lost.²⁵⁴ Our trees are our sources of livelihood, and a sign

²⁴³ *Id.* ¶ 7.

²⁴⁴ *See* SRC ESIA, *supra* note 134.

²⁴⁵ IFC Performance Standard 5, *supra* note 240, ¶ 8.

²⁴⁶ BfA Report, *supra* note 3, at 12.

²⁴⁷ *Id.* at 12, 46-47.

²⁴⁸ IFC Performance Standard 5, *supra* note 240, ¶ 8.

²⁴⁹ *See* BfA Report, *supra* note 3, at 46-48.

²⁵⁰ *Id.* at 31.

²⁵¹ IFC Performance Standard 5, *supra* note 240, ¶ 13.

²⁵² *See* BfA Report, *supra* note 3, at 47.

²⁵³ *Id.*

²⁵⁴ *Id.* at 48.

of our right to land.²⁵⁵ SRC routinely counted trees that it planned to reimburse us for in a non-participatory manner, such as failing to pay us the complete amount previously promised, counting the trees only after destruction, or changing the eligibility of trees suitable for compensation.²⁵⁶

- *Consultation.*

92. SRC failed to provide us with complete and sufficient information prior to commandeering our lands and villages.²⁵⁷ This prevented us from understanding the extent of the customary land that SRC was intending to annex for its plantation, and also vitiated our ability to give or withhold our consent. We cannot reconcile SRC's practice on the ground with its claim that it has always respected our rights to give or withhold our FPIC to any operation impacting our land or resources that we are legally, communally, or customarily entitled to.²⁵⁸

93. SRC also claims that it respected our ability to consent and would "offer villagers a choice of several different forms of compensation...or the villagers staying on their land and maintaining a living space where they can continue to grow their subsistence crops."²⁵⁹ This is simply not the case. First, SRC's use of the term "consent" is highly misleading; by asking us how we wanted to be compensated or accommodated for the loss of our crops, the company failed to give us any say over whether our crops would be taken at all. SRC conveniently glosses over the fact that no one was ever given any choice as to whether his or her land would be taken, and none of us have ever received any compensation for our lost land.²⁶⁰ Furthermore, it is not true that villagers were given the choice of staying on their land and maintaining adequate subsistence farmland. Contrarily and even more frequently than not, SRC took all the land and the villagers' crops, leaving the people with no means to support themselves.

94. Performance Standard 5 stipulates that:

"Following disclosure of all relevant information, the client will consult with and facilitate the informed participation of affected persons and communities, including host communities, in decision-making processes related to resettlement. Consultation will continue during the implementation, monitoring, and evaluation of compensation payment and resettlement to achieve outcomes that are consistent with the objectives of this Performance Standard."²⁶¹

However, we were not a party to any consultation, or decision-making processes related to potential resettlement.

95. As a matter of fact, when SRC sought to build a road through our town in Daokai, our chief refused and sent a letter to SRC.²⁶² This letter explained that it was not SRC's land

²⁵⁵ *Id.*

²⁵⁶ *See id.* at 46-48.

²⁵⁷ *Id.* at 45, 46

²⁵⁸ *See id.* at 46.

²⁵⁹ Socfin Group, *FAQ*, SRC (June 2017), <https://www.socfin.com/en/faq>.

²⁶⁰ BfA Report, *supra* note 3, at 12, 40.

²⁶¹ IFC Performance Standard 5, *supra* note 240, ¶ 9.

²⁶² BfA Report, *supra* note 3, at 42.

to build a road through.²⁶³ SRC responded that it was “not prepared to hold discussions with any group or individual on land matter [sic] that was concluded since 1959 between the Government of Liberia and the concessionaire.”²⁶⁴

96. In 2014, SRC assigned a surveyor to investigate whether SRC encroached on the deeded land of Daokai.²⁶⁵ The surveyor, hired and paid by SRC, unsurprisingly concluded that SRC had not encroached on deeded land.²⁶⁶ Regardless, SRC’s expansion blankets the land where we had planted our own rubber, and we formally dispute any findings of the surveyor which suggest otherwise.²⁶⁷

97. These actions are far from unusual. In Golonkalla, a survey was conducted and the “destruction... [by] the company started ... [after] the survey... [was conducted] show[ing] demarcation between the lands owned by...[SRC] and ...[our] land. After the demarcation...[SRC] told us that the land we have lived on for so many years is within the company land area so we should leave.”²⁶⁸

- *Grievance Mechanism.*

98. As stated in Performance Standard 5:

“The client will establish a grievance mechanism consistent with Performance Standard 1 to receive and address specific concerns about compensation and relocation that are raised by displaced persons or members of host communities, including a recourse mechanism designed to resolve disputes in an impartial manner.”²⁶⁹

We were never given notice of any grievance procedure. In fact, when members of our communities raised specific harms caused by SRC’s expansions, SRC met us with threats, intimidation, harassment, and violence.²⁷⁰

- *Resettlement Planning and Implementation.*

99. Performance Standard 5 also holds:

“Where involuntary resettlement is unavoidable, the client will carry out a census with appropriate socio-economic baseline data to identify the persons who will be displaced by the project, to determine who will be eligible for compensation and assistance, and to discourage inflow of people who are ineligible for these benefits. In the absence of host government procedures, the client will establish a cut-off date for eligibility. Information regarding the cut-off date will be well documented and disseminated throughout the project area.”²⁷¹

At best, it is debatable that involuntary resettlement was an unavoidable side effect of the project. SRC argues that when the original concession agreement was

²⁶³ *Id.*

²⁶⁴ *Id.*

²⁶⁵ *Id.*

²⁶⁶ *Id.*

²⁶⁷ *Id.*

²⁶⁸ *Id.* at 45.

²⁶⁹ IFC Performance Standard 5, *supra* note 240, ¶ 10.

²⁷⁰ See BfA Report, *supra* note 3, at 40-41.

²⁷¹ IFC Performance Standard 5, *supra* note 240, ¶ 11.

granted in 1959, no villages or communities existed on the concession area.²⁷² This is contradicted by oral history in the region.²⁷³ Our ancestors resided upon these lands before the Republic of Liberia even existed, and we take issue with SRC's blatant lies that the concession area was barren before it was developed.

100. Additionally, under the concession agreement, SRC was supposed to notify the government to confirm whether or not the proposed development areas were encumbered. There is no evidence that this ever occurred.²⁷⁴ Had it inquired, SRC would have learned that the lands were in use by us, creating a valid encumbrance, which in turn should have prevented it from expanding in said locations. This is either a failure of due diligence on SRC's part, or total apathy towards our culture.

101. While SRC did carry out a census to identify socio-economic baseline data, it failed to identify those of us who would be affected by its operations. SRC represented to the IFC that none of us would need to be resettled, since we had come to the concession areas during the war.²⁷⁵ This is simply untrue.

102. SRC chose not to offer us a resettlement option.²⁷⁶ SRC does not deny this, in the way that it denies having physically relocated us. Instead, SRC insists that all of the cleared land is contained within the concession area, to which SRC has exclusive rights.²⁷⁷ However, we never consented to SRC taking our lands, and we have been harmed as a result of SRC's shameful business practices amounting to modern day colonialism.

103. SRC, on the other hand, claims that no verbal promises were ever made.²⁷⁸ Further, SRC claims that it notified the government and our local residents when it planned on clearing new areas.²⁷⁹ A committee headed by one of our community representatives visited 36 villages in and around the plantation to discuss and decide upon crop compensation, as well as other issues.²⁸⁰ SRC claims the communication was in writing and sent to our communities significantly before the expansions occurred.²⁸¹ SRC also argues that copies of the letters were sent to the government, and that all due processes and applicable laws were followed.²⁸² This is simply not the case – we were never given the chance to discuss crop compensation or other relocation issues, and in many cases received little or no prior notice at all. SRC simply arrived, unilaterally imposed conditions of compensation (if at all), and began clearing our land.

²⁷² BfA Report, *supra* note 3, at 38.

²⁷³ *Id.*

²⁷⁴ *Id.*

²⁷⁵ *Id.* at 48.

²⁷⁶ *Id.*

²⁷⁷ *Id.* at 46.

²⁷⁸ *Id.* at 45.

²⁷⁹ *Id.* at 46.

²⁸⁰ *Id.*

²⁸¹ *Id.*

²⁸² *Id.*

104. In cases of physical displacement, Performance Standard 5 mandates that the client shall develop a resettlement action plan, or a resettlement framework based on a Social and Environmental Assessment that is designed to mitigate the negative impacts of displacement, identify development opportunities, and establish the entitlements of all categories of affected persons.²⁸³ Particular attention must be paid to the poor and vulnerable.²⁸⁴
105. IFC's client, SRC, failed to create a resettlement plan. However, what we want to draw your attention to is the miserable failure of the IFC in complying with its own Performance Standards. How could it have given the green-light to this project based on the completely non-credible claim by its client, SRC, that no one lived in the area before the Liberian civil war and, consequently, no one had any land rights? We urge you to request from the IFC the evidence that informs this decision. In its Social and Environmental Assessment, SRC also failed to mitigate the negative impacts of displacement, identify development opportunities, or establish the entitlements of all categories of affected persons.²⁸⁵ Unsurprisingly, as a result of such failures, our poor and vulnerable populations have suffered the most harm.
106. For instance, due to the loss of access to our land and forest, our dependence on money has increased.²⁸⁶ We now must buy staple food such as: rice, fufu, cassava, manioc, bush meat, palm wine, palm oil, and palm thatch.²⁸⁷ We must also purchase other materials which previously were provided by the forest, land, streams and creeks. As our demand increases and the available land shrinks, the prices of these required goods rise significantly.
107. While children of SRC workers may attend SRC schools, non-workers children living in the affected communities do not and usually attend public schools located outside of their villages.²⁸⁸ Parents in Lanco stated in May 2017 that due to their reduced incomes, their children who had formerly been sent to government boarding schools in other villages could no longer attend boarding school.²⁸⁹ Since our home villages often have no schools at all, this resulted in many of our children dropping out of school completely.²⁹⁰
108. Article 22.1 of the UNDRIP protects the special needs of our women and children. The declaration requires that "particular attention" be paid to their needs.²⁹¹ From sexual violence, to hindering our women's ability to provide for our families, SRC has failed to pay particular attention to the needs of our women. Regarding children, SRC's exorbitant cost of schooling for our children whose parents do not work for SRC

²⁸³ IFC Performance Standard 5, *supra* note 240, ¶ 12.

²⁸⁴ *Id.*

²⁸⁵ *See* SRC ESIA, *supra* note 134.

²⁸⁶ BfA Report, *supra* note 3, at 58.

²⁸⁷ *Id.*

²⁸⁸ *Id.* at 77.

²⁸⁹ *Id.*

²⁹⁰ *Id.*

²⁹¹ UNDRIP, *supra* note 42, art. 22(1).

has been a barrier to their entry, assuring that our children will not receive an adequate education. Thus, SRC has breached the UNDRIP by failing to pay particular attention to our women and children's needs.

109. Regarding resettlement in direct evictions, the IFC Performance Standard 5 mandates that companies should document all transactions to acquire land rights, as well as their compensation and relocation activities.²⁹² Corrective measures shall be taken as necessary. A resettlement is considered complete when the adverse impacts of resettlement have been addressed in a manner consistent with the resettlement plan.²⁹³
110. Due to SRC's lack of compliance in creating a resettlement plan and its insistence that it has exclusive rights over all land in its claimed concession area by virtue of the Concession Agreement, it is doubtful that the company documented "all transactions to acquire land rights," "compensation" activities, and "relocation activities." It follows that, because there is no resettlement plan, no corrective measures have been implemented by SRC. Therefore, the adverse impacts of SRC's land grabs can never be addressed according to such a plan, as the plan does not exist. Since the adverse impacts cannot be addressed, resettlement will never be deemed completed under the IFC Performance Standard 5.
111. When addressing resettlement in economic displacement, according to Performance Standard 5, the IFC client is to develop procedures to offer the affected persons and communities' compensation and other assistance.²⁹⁴ SRC failed to develop meaningful procedures to offer our communities compensation and other assistance. Many of our farmers lost their livelihoods. Those who have lost parts of their land are now forced to live on less food than they used to; some families are forced to survive on just one meal per day, per person.²⁹⁵ Some of us must now traverse great distances to acquire clean drinking water or firewood.²⁹⁶ We also lost our access to the forest resources which we used to enjoy in relative abundance, such as medicinal plants, rattan, and roofing materials.²⁹⁷ SRC created undue hardships to our communities by failing to offer us compensation and other assistance following our economic displacement.
112. Further regarding displacement, Performance Standard 5 defines displaced persons as, "persons: (i) who have formal legal rights to the land they occupy; (ii) who do not have formal rights to land, but have a claim to land that is recognized or recognizable under the national laws; or (iii) who have no recognizable legal right or claim to the land they occupy."²⁹⁸ Before SRC stole our land, some of our communities held formal deeds, such as Deedee and Tartee.²⁹⁹ Others of us owned lands under tribal certificates, as well as under customary law. Therefore, our communities meet the criteria under Performance

²⁹² IFC Performance Standard 5, *supra* note 240, ¶ 12.

²⁹³ *Id.*

²⁹⁴ *Id.* ¶ 13

²⁹⁵ BfA Report, *supra* note 3, at 58.

²⁹⁶ Yeabamah National Congress for Human Rights (Testimony and affidavit key complainants.)

²⁹⁷ *BfA Report* at 58.

²⁹⁸ IFC Performance Standard 5, *supra* note 240, ¶ 14.

²⁹⁹ BfA Report, *supra* note 3, at 41-42.

Standard 5 to qualify as displaced, as the SRC caused both our physical and our economic displacement.

- *Physical displacement.*

113. According to Performance Standard 5, because our communities were forced to move to another location, the responsibility falls on SRC for, “offering us choices among feasible resettlement options, including adequate replacement housing or cash compensation where appropriate; and (ii) provid[ing] relocation assistance” suited to our needs.³⁰⁰ “Alternative housing and/or cash compensation will be made available prior to relocation. New resettlement sites built for displaced persons will offer improved living conditions.”³⁰¹ However, SRC never offered us any resettlement options, and certainly never furnished alternative housing and/or cash compensation before evicting us from our land. SRC certainly never built us any resettlement sites with improved living conditions.

114. Performance Standard 5 imposed obligations on SRC to those of us who held formal land rights such as deeds, and also for those of us who held no formal land rights, but held a claim recognized under the laws of Liberia, such as customary title. Performance Standard 5 obligated the SRC to offer us the choice “of replacement property of equal or higher value, equivalent or better characteristics and advantages of location, or cash compensation at full replacement value.”³⁰² Such replacements by SRC have yet to occur. Furthermore, because our community is indigenous, SRC is mandated to meet not only Performance Standard 5, but also Performance Standard 7.³⁰³

- *Economic Displacement.*

115. According to Performance Standard 5, because SRC’s operations caused us the loss of our “livelihood, regardless of whether or not...[we were]...physically displaced,”³⁰⁴ SRC is required to meet the following four requirements:

- i. Promptly compensate us for loss of assets or access to assets at full replacement cost.
- ii. Provide replacement property of equal or greater value, or cash compensation at full replacement cost to us.
- iii. Provide us with targeted assistance and opportunities to restore our income-earning capacity, production levels, and standards of living.
- iv. Provide transitional support to us, as necessary, based on a reasonable estimate of the time required to restore income-earning capacity, production levels, and standards of living.³⁰⁵

Additionally, because we are indigenous people, where we have been economically displaced (but not relocated), as a result of SRC’s land acquisition, SRC must meet the

³⁰⁰ IFC Performance Standard 5, *supra* note 240, ¶ 16.

³⁰¹ *Id.*

³⁰² *Id.* ¶ 17.

³⁰³ See IFC, *Performance Standard 7: Indigenous Peoples* (April 2006).

³⁰⁴ IFC Performance Standard 5, *supra* note 240, ¶ 20.

³⁰⁵ *Id.*

applicable requirements of not only Performance Standard 5, but also Performance Standard 7.³⁰⁶

116. SRC failed to meet the aforementioned requirements. SRC did not compensate us promptly for the loss of assets such as our trees, and if we did receive compensation it was never at the full replacement cost.³⁰⁷ In one example, SRC orally promised to pay us \$20 USD per tree.³⁰⁸ SRC denies this, claiming the price quoted was \$6 USD, of which the government would pay half.³⁰⁹ The government never paid us the \$3 USD, arguing there was no legal basis for such payment.³¹⁰ As a general principal of law, one should pay the value of the property that is damaged. In this case, the proper measure would have been the cost of replacing the tree, plus the value of the rubber that the tree would have yielded during the years that the replacement tree will need to grow to productive age. Regardless, SRC unilaterally imposed a compensation rate that fails to come close to reflecting the replacement value of the trees. Even as they underpaid us, SRC tried to avoid responsibility by blaming the government.
117. Not once were we provided with replacement property for our agricultural lands.³¹¹ Some of us would attempt to grow rice in the swamp areas, but SRC has banned this practice during the dry season.³¹² SRC prohibits us from using swamps for charcoal burning and growing crops in order to “prevent fires.”³¹³ SRC has declared that it would not, “hesitate to use legal action to remove all such ‘illegal operations’ from its concession and nearby areas.”³¹⁴ This has hampered traditional rice production,³¹⁵ and is against the spirit of replacing our agricultural lands.
118. SRC took advantage of us, claiming it would bring us jobs, which in turn would provide us with assistance and opportunities to restore our standard of living and income earning capacity. However, most of us do not work for SRC.³¹⁶ If we do work for SRC, it is usually in the capacity of a contract worker; our wages low, our workload high.³¹⁷ Furthermore, we have never received transitional support from SRC, as mandated by Performance Standard 5.³¹⁸
119. Additionally, when SRC seized our homes, farmlands, and sacred sites such as the forests and creeks, it violated our rights enshrined in the African Charter. Article 14 of the African Charter protects our right to property, and reads:

³⁰⁶ See IFC Performance Standard 7, *supra* note 303.

³⁰⁷ BfA Report, *supra* note 3, at 46-47.

³⁰⁸ *Id.* at 48.

³⁰⁹ *Id.*

³¹⁰ *Id.*

³¹¹ See *id.* at 40-42, 48.

³¹² *Id.* at 60.

³¹³ *Id.*

³¹⁴ *Id.*

³¹⁵ *Id.*

³¹⁶ *Id.* at 75

³¹⁷ *Id.*

³¹⁸ IFC Performance Standard 5, *supra* note 240, ¶ 20.

"The right to property shall be guaranteed. It may only be encroached upon in the interest of public need or in the general interest of the community and in accordance with the provisions of appropriate laws."³¹⁹

SRC violated Article 14 of the African Charter because it destroyed homes and farmlands that rightfully belonged to us. SRC was not legally allowed to arbitrarily annex our land that we have held customary title to for generations. Some of us even possessed traditional deeds. In addition to breaching the African Charter, such annexation amounts to a breach of the Liberian Constitution.

120. IFC has a duty and obligation to ensure that its clients abide by, obey and comply with local laws. Several provisions in the Liberian Constitution and a number of legislations were not adhered to in the award of the concession to SRC by the Government of Liberia. A simple risk assessment and due diligence analysis of the transaction would have easily revealed red flags and problematic issues associated with both the award and expansion of the concession. For example, the Government of Liberia's award of the SRC concession is a flagrant breach of the Liberian Constitution. The Government of Liberia breached Article 24 (a) of the Liberian Constitution, which pertains to eminent domain. Article 24 (a) states: "While the inviolability of private property shall be guaranteed by the Republic, expropriation may be authorized for the security of the nation in the event of armed conflict or where the public health and safety are endangered or for any other public purposes, provided:

- (i) That reasons for such expropriation are given;³²⁰
- (ii) That there is prompt payment of just compensation;³²¹
- (iii) That such expropriation or the compensation offered may be challenged freely by the owner of the property in a court of law with no penalty for having brought such action;³²² and
- (iv) That when property taken for public use ceases to be so used, the Republic shall accord the former owner or those entitled to the property through such owner, the right of first refusal to reacquire the property."³²³

The Government of Liberia failed to meet any of these elements during its award of the concession. SRC is aware or should have been aware, that the Government was in breach of the Liberian Constitution because its actions did not amount to a lawful eminent domain in a manner that would expropriate the property rights of these indigenous communities whose property rights included deeded land, land covered and protected by tribal certificates and land covered and protected by customary titles based on prior possessory rights preexisting the independence of Liberia and the award of the concession.

³¹⁹ African Charter on Human and Peoples' Rights, art. 14 (1986).

³²⁰ See Liberia Const. art. 24(a) (1985).

³²¹ *Id.*

³²² *Id.*

³²³ *Id.*

121. Similarly, SRC knows or should have known that it is in violations of the Interior Regulation of Liberia, specifically Article 67. The Interior Regulation of Liberia, article 67 states:

“If any individual enters the territory of a tribe for which he is not a member for the purpose of farming, he shall observe the following procedures: a) obtain permission of the tribal authorities prior to commencing such activities; b) agrees to pay some token in the nature of rent... c) pay taxes to the appropriate tribal chief. The tribal authority may cancel the authority granted and confiscated [sic] the crops...”³²⁴

When SRC expanded, it failed to obtain permission from our tribal authorities, failed to agree to pay us any token in the nature of rent, and failed to pay taxes to the appropriate tribal chief. Due to the fact that SRC failed to abide by even a single element set forth by this regulation, SRC is in breach of the Interior Regulation of Liberia, Article 67.

122. Additionally, SRC violated the Community Rights Laws of Liberia under section 2.2. The Community Rights Laws of Liberia, section 2.2 states that:

“[a]ny decision, agreement, or activity affecting the status or use of community forest resources shall not proceed without the... [FPIC] of the said community.”³²⁵

We argued earlier in this complaint that SRC failed to furnish us with FPIC during its expansion into our tribal lands. SRC ignored legally mandated FPIC for its own selfish gain, thereby placing it in breach of the Community Rights Laws of Liberia, section 2.2.

123. SRC also violated the Liberian Land Rights Act, which states:

“Customary land[m]eans the land owned by a Community and used or managed in accordance with customary practices and norms, and which include, but is not limited to wetlands, communal forestlands, and fallow lands[...]

All interests and rights in land, irrespective of the identity of ownership or the nature of ownership, constitute property entitled to the protection provided by the Constitution of Liberia for all property rights.”³²⁶

As of the date of this complaint, IFC client, SRC, continues to occupy our customary land in continuous violates of our rights including those rights now currently protected under the Land Rights Act. We are entitled to the full bundle of rights under the Land Rights Act.³²⁷ Thus, SRC is in breach of the Land Rights Act Articles 5(1) and 10(1).

124. Through SRC’s forced evictions of our communities, SRC additionally breached several articles of the UNDRIP. Article 10 protects us from being forcibly removed from our lands.³²⁸ Our forced evictions are also in contravention of Article 26.1, which protects

³²⁴ Rules and Regulations Governing the Hinterland of Liberia, art. 67 (2000) (Lib.).

³²⁵ Community Rights Law of 2009 with Respect to Forest Lands, § 2.2 (2009) (Lib.).

³²⁶ Land Rights Act, 2018, arts. 2(15), 10(1) (Lib.).

³²⁷ *Id.* art. 5(1) (Lib.).

³²⁸ UNDRIP, *supra* note 42, art. 10.

our rights to land and resources which are traditionally owned, occupied, used or acquired.³²⁹ Due to SRC's aggressive land grabs, SRC's actions are an infringement of the UNDRIP.

125. In Social and Economic Rights Action Center and Center for Economic and Social Rights v. Nigeria, the African Commission held that the "right to property" included not only the right to access to one's property and to not have it invaded or encroached upon, but also the right to undisturbed possession, use, and control of such property. Additionally, "the right to natural resources contained within their traditional lands is also vested in the indigenous people, making it clear that a people inhabiting a specific region within a state could also claim under Article 21 of the African Charter."³³⁰

126. Specifically, regarding forced evictions, the Commission clarified:

"The right to adequate housing as implicitly protected in the Charter also encompasses the right to protection against forced evictions. The African Commission draws inspiration from the definition of the term "forced evictions" by the Committee on Economic Social and Cultural Rights which defines this term as "the permanent removal against their will of individuals, families and/or communities from the homes and/or which they occupy, without the provision of, and access to, appropriate forms of legal or other protection." Wherever and whenever they occur, forced evictions are extremely traumatic. They cause physical, psychological and emotional distress; they entail losses of means of economic sustenance and increase impoverishment. They can also cause physical injury and in some cases sporadic deaths.... Evictions break up families and increase existing levels of homelessness."³³¹

127. The Commission also held "[nothing] should not allow private parties to destroy or contaminate food sources and prevent peoples' efforts to feed themselves."³³² However, SRC routinely engaged in forced evictions during its expansion. Many towns were destroyed. The ones that weren't physically destroyed were indirectly lost because SRC would build around the already existing infrastructure, resulting in economic evictions. SRC contaminated the water supply and prevented our people from feeding themselves by destroying our crop and farmlands and banning us from growing precious resources in the swamps.³³³ All of these actions are in contravention of the Court's ruling in *Social and Economic Rights Action Center and Center for Economic and Social Rights v. Nigeria*.³³⁴

128. Under another human rights paradigm, Article 17 of the ICESCR protects against forced evictions. In relevance, it states that: "[n]o one shall be subjected to arbitrary or unlawful interference with his privacy, family, home or correspondence."³³⁵ Therefore, under the ICESCR, SRC was not allowed to forcibly evict our communities.

³²⁹ *Id.* art. 26(1).

³³⁰ *Social and Economic Rights Action Center (SERAC) and Center for Economic and Social Rights (CESCR) v. Nigeria*, App. No. 155/96, Judgment ¶ 67 (Af. Comm'n. 2001) (hereinafter "Ogoni Case").

³³¹ *Id.* ¶ 63.

³³² *Id.* ¶ 65

³³³ BfA Report, *supra* note 3, at 47, 57, 60, 67.

³³⁴ *See* Ogoni Case, *supra* note 330.

³³⁵ International Covenant on Economic, Social and Cultural Rights, 993 U.N.T.S. 3, art. 17 (Dec. 16, 1966).

II. SRC Violated Performance Standard 7; Indigenous Peoples.

129. SRC's forced evictions and land grabs adversely affected our indigenous communities. According to Performance Standard 7, SRC was mandated to meet specific general requirements because on these particular facts, indigenous communities were affected.³³⁶ These specific requirements include:

- Avoidance of Adverse Impacts.

130. SRC's duty under Performance Standard 7 as IFC's client:

“[I]dentify [...] all the communities of indigenous peoples who would be affected by the project within the project's area of influence, as well as the nature and degree of expected social, cultural, and environmental impacts on them, and avoid adverse impacts wherever feasible.”³³⁷

This was to occur in the Social and Environmental Assessment.³³⁸ While it is true that in its Social and Environmental Assessment, using a questionnaire, SRC examined 5 camps located on its plantation,³³⁹ this only occurred after SRC had conducted its land expansion. This is a noticeable failure of the IFC, which failed to ensure that its client, SRC conducted a mapping of indigenous communities before giving the green-light to the expansion. It simply is not true, that there are no indigenous peoples in Liberia, as any expert analysis or field work would easily confirm. This assumption was a lie. A mere reference to Liberia's historical records states otherwise, that these people are aborigines. It is problematic that the IFC did not exercise its due diligence in ensuring that its clients, SRC conducted such research prior to its expansion. A proper consultative and participatory process would have seen these communities self-identified themselves as indigenous. Furthermore, IFC client, SRC failed to completely identify how, and which, communities would be affected by its operation in Margibi and Bong Counties.

131. According to Performance Standard 7, when avoidance is not feasible, IFC's client, SRC is obligated to minimize, mitigate, or compensate those impacted in a culturally appropriate manner.³⁴⁰ SRC should develop the proposed action plan with the informed participation of our affected communities. The action plan should also contain a time-bound plan, such as an Indigenous Peoples Development Plan, or a broader community development plan consistent with the following:³⁴¹

- i. Involving our representative bodies.³⁴²
- ii. Being inclusive of women and men of various age groups in a culturally appropriate manner.³⁴³

³³⁶ IFC Performance Standard 7, *supra* note 303.

³³⁷ *Id.* ¶ 7.

³³⁸ *Id.*

³³⁹ SRC ESIA, *supra* note 134, at 163.

³⁴⁰ IFC Performance Standard 7, *supra* note 303, ¶ 8.

³⁴¹ *Id.* ¶ 9.

³⁴² *Id.*

- iii. Providing sufficient time for our collective decision-making.³⁴⁴
- iv. Facilitating our expression of our views, concerns, and proposals in the language of our choice, without external manipulation, interference, or coercion, and without intimidation.³⁴⁵
- v. Ensuring the grievance mechanism established is culturally appropriate and accessible for us.³⁴⁶

132. SRC could have easily avoided negative impacts upon our communities. Additionally, SRC did not minimize, mitigate, or compensate those of us who were negatively impacted in a culturally appropriate manner.³⁴⁷ While SRC did manage to refrain from destroying a forest preserve near Garjay reserved for secret societies, the sacredness of the forest was lost because it had been encircled by the plantation, and other people had entered it.³⁴⁸ SRC argues it did nothing wrong, followed governmental guidelines, and mapped and preserved all structures that affected the “sentiments of communities.”³⁴⁹ SRC also argues that, where we accused the company of desecrating existing sites, it had negotiated with the respective representatives of our communities and the Ministry of Internal Affairs.³⁵⁰ Such negotiations with our communities were one sided, and occurred only after the desecration of the sites.

133. Furthermore, when the plantation encircles a village, this severely and adversely impacts us not only because we lack farmland, but because we must also lease our land.³⁵¹ We hardly have any forest left to use as sacred places or to bury our dead.³⁵² We no longer have access to resources such as medicinal plants, building material, and material for handicrafts.³⁵³

134. SRC counters our complaints in part by arguing that the encirclement of Jorkporlorsue occurred before it took over the plantation, while failing to address that a purchase of a business includes not only assets, but liabilities.³⁵⁴ SRC has not adequately attempted to rectify the situation. It claims that it provided hand pumps to our community and maintained them.³⁵⁵ However, the water pumps failed to work; even in cases where the pumps worked but needed to be maintained or repaired, SRC refused to cover such costs.³⁵⁶

³⁴³ *Id.*

³⁴⁴ *Id.*

³⁴⁵ *Id.*

³⁴⁶ *Id.*

³⁴⁷ *Id.* ¶ 8

³⁴⁸ BfA Report, *supra* note 3, at 44.

³⁴⁹ *Id.* at 43-44.

³⁵⁰ *Id.* at 44.

³⁵¹ *Id.* at 60.

³⁵² *See id.* at 43.

³⁵³ *Id.* at 58.

³⁵⁴ *Id.* at 62-63.

³⁵⁵ *Id.*

³⁵⁶ *Id.* at 63.

135. These are just several examples in a long list of transgressions committed against us by SRC. Therefore, it should come as no surprise that SRC has not put forth a publicly accessible document developed in conjunction with our community, outlining the aforementioned principles. SRC's performance has not been in line with any such principles.³⁵⁷
136. The truth is that SRC did not meaningfully involve our communities in discussions about the destruction of our sites. For example, when our communities complained about SRC impact in Kuwah, Kolleh, Deedee, and Garjay, SRC responded by engaging only with certain individuals. These individuals were not our leaders, but people who could be bought off. In these cases, the company did not strive to avoid impact to our sacred sites, but instead paid its handpicked individuals for certain items to perform rituals and sacrifices.³⁵⁸
137. In Kolleh, SRC signed a Memorandum of Understanding in 2012 with a lawmaker who falsely claimed to represent us.³⁵⁹ According to this spurious MoU, the community of Kolleh waived all allegations upon the lawmaker's receipt of payment for the items described above.³⁶⁰ These practices did not, as SRC claims, repair or restore our sacred areas from their state of desecration³⁶¹ – a fact that the company would have known if it had consulted and engaged with us in good faith.
138. Several of our women have complained that SRC private security personnel have shown a high level of disrespect and dishonor to them by harassing and sexually assaulting them.³⁶² This is not only culturally inappropriate, it is in contravention of other Performance Standards.³⁶³ Our women are responsible for the family unit, and because SRC's destruction of our lands have caused numerous problems such as food shortages and water scarcity,³⁶⁴ many of our women no longer have the ability to provide for their families.³⁶⁵ As a response, many of our women have felt obligated to work for SRC when possible, subjecting themselves to gender-based violence that would otherwise not occur.
139. As a practice, SRC did not provide sufficient time for our collective decision-making. In Gorbor, directions to clear around our trees were announced at the same time SRC began bulldozing our land.³⁶⁶ In Lanco, SRC neither gave us notice, nor consulted with us.³⁶⁷ We had no choice but to watch as our lands were leveled.

³⁵⁷ *Id.* at 81-82.

³⁵⁸ *Id.* at 44.

³⁵⁹ *Yeabamah National Congress for Human Rights (Testimony and affidavit key complainants.)*

³⁶⁰ *BfA Report, at 44.*

³⁶¹ *Id.*

³⁶² *Id.* at 69.

³⁶³ *See IFC, Performance Standard 2: Labor and Working Conditions (April 2006); IFC, Performance Standard 4: Community Health, Safety, and Security (April 2006).*

³⁶⁴ *BfA Report, supra* note 3, at 58, 64.

³⁶⁵ *Id.* at 58.

³⁶⁶ *Id.* at 45.

³⁶⁷ *Id.*

140. SRC’s bulldozers would frequently arrive in town ready to demolish anything and everything in their way.³⁶⁸ In Garjay, men showed up with cutlasses, machetes, and other weapons proclaiming that the land belonged to SRC.³⁶⁹ In Tarte, following a disagreement between our villagers and SRC as to who rightfully owned the land, the police showed up the very next day threatening to arrest our villagers unless we left.³⁷⁰ These events demonstrate that SRC did not provide sufficient time for our collective decision-making.

141. SRC refused to facilitate the expression of our views, concerns, and proposals in the language of our choice, without external manipulation, interference, coercion, or intimidation, as Performance Standard 7 requires. For example, in the situation described above, we disagreed with SRC over who owned the land in Tarte and the police appeared the next day threatening to arrest us.³⁷¹ Proclamations of SRC’s ownership of lands by those armed with swords and weapons hardly facilitate expression of views free from external “manipulation, interference, or coercion.”³⁷²

142. Furthermore, we do not believe that a hypothetical grievance mechanism exists. As a result, we cannot ensure that the grievance mechanism which should have been established under this Performance Standard is culturally appropriate and accessible for us, because we cannot prove its existence. Our experience has shown that when we complain, SRC fails to act, or worse - responds with reprisals, threats, intimidation, harassment, and arrests.

- *Development Benefits.*

143. Under Performance Standard 7, SRC is required to seek to identify, through FPIC and informed consultation and participation with our communities, opportunities for culturally appropriate development benefits.³⁷³ While SRC did erect build hospitals and schools, its land grabs and forced evictions outweighed whatever marginal benefits SRC claims this infrastructure delivered. We have never benefited from SRC’s engagement in our lands and were not given reasonable FPIC.

- *Special Requirements.*

144. According to IFC Performance Standard 7:

“Because ...[we] are closely tied to... [our] traditional or customary lands and natural resources...use of these lands, including seasonal or cyclical use, by...[us] for...[our]...livelihoods, or cultural, ceremonial, or spiritual purposes that define... [our] identity and community, can often be substantiated and documented.”³⁷⁴

³⁶⁸ *Id.* at 40.

³⁶⁹ *Id.*

³⁷⁰ *Id.* at 41.

³⁷¹ *Id.*

³⁷² IFC Performance Standard 7, *supra* note 303, ¶ 9.

³⁷³ *Id.* ¶10.

³⁷⁴ *Id.* ¶¶ 11-12.

Performance Standard 7 mandated that the IFC and its clients should follow specific requirements when project affected communities are already rightfully using their lands. Since the IFC client, SRC, proposed to locate their operations and 303commercially develop rubber on our lands, adverse impacts should have been expected upon our livelihoods, as well as upon our cultural, ceremonial, and spiritual use of our land, which defines our identity. This was a conspicuous red flag. Curiously, nothing in SRC's Environmental and Social Assessment mentions any harms to our culture that would arise from SRC taking our lands.³⁷⁵ How is it that the IFC due diligence mechanism did not pick up or notice such an obvious and perhaps deliberate lack of references or an explanation to such a lack of adverse impacts or why such adverse impacts would not be foreseeable?

145. Under Performance Standard 7, IFC had an obligation and a moral duty to ensure that its client, SRC, respected our use of our lands by:
- i. Documenting its efforts to avoid or at least minimize the size of the land proposed for the project.
 - ii. Our land use will be documented by experts in collaboration with our affected communities without prejudicing any land claim made by us.
 - iii. Informing us of our rights with respect to our lands under national laws, including any national law recognizing customary rights or use.
 - iv. Offering us at least compensation and due process available to those of us with full title to land in the case of commercial development of our land under national laws, together with culturally appropriate development opportunities; land-based compensation, or compensation-in-kind will be offered in lieu of cash compensation where feasible.
 - v. Entering into good faith negotiation with us and documenting our informed participation and the successful outcome of the negotiation.³⁷⁶

The IFC, thus fell short of its own procedures in that it required none of these measures, even though it should have been completely obvious that the indigenous people of Margibi and Bong Counties would be vulnerable to exploitation and abusive expropriation in the face of massive investment by a multinational rubber company.

146. It is documented that SRC purchased its land concession from the Weala Rubber Company.³⁷⁷ However, there is nothing documenting that SRC made any attempts to avoid or minimize the size of land for its project prior to its expansion. SRC had no incentive to do so, as its rent cost for the land is the same as what Weala Rubber Company was paying according the 1959 concession.³⁷⁸

147. Our land use was not documented by experts collaborating with our communities. On the occasions that SRC sent surveyors into the fields, the surveyors did not seek our

³⁷⁵ See generally SRC ESIA, *supra* note 134.

³⁷⁶ IFC Performance Standard 7, *supra* note 303, ¶ 13.

³⁷⁷ BfA Report, *supra* note 3, at 35.

³⁷⁸ *Id.* at 31.

input and returned with opinions favorable to SRC.³⁷⁹ We have no doubt that this is because SRC paid for the surveyors.

148. We were not informed of our rights under Liberian law by SRC, although under Performance Standard 7, SRC owed us such duty.³⁸⁰ Had we been aware of our rights, we would have acted to prevent SRC from taking our lands. We suspect SRC was also aware of this.

149. SRC did not offer any of us compensation or due process when taking our lands for which we had title.³⁸¹ This includes land-based compensation, compensation-in-kind, and financial compensation. Even when some of us have lost our lands on multiple occasions to SRC's expansions, SRC claims no village or community was ever evicted and no architecture or structure was demolished.³⁸² This is patently wrong. SRC evicted us from our villages and destroyed many of our sacred sites such as graves, soap trees, and snake bushes.³⁸³

150. SRC failed to engage in good faith negotiations with us. Any documentation of our informed participation and successful outcome has been falsified. For example, SRC's "Analysis of Cash Crops in Extension Areas," document failed to mirror the actual consideration it paid to our communities.³⁸⁴ Moreover, negotiations generally occurred only after the destruction and desecration of our holy sites, leaving compensation the sole option available to us.³⁸⁵ Such approaches are difficult to reconcile with the IFC Standards of "good faith negotiations with the affected communities," and "informed participation."³⁸⁶

151. SRC has even gone so far as to use middlemen to convince us to agree to its requests for our customary land.³⁸⁷ In Jorkporlorsue during 2006, a representative from SRC's predecessor promised us free schools and crop compensations, but the promises were undocumented.³⁸⁸ He told us there would be employment, which is why we agreed to the expansion.³⁸⁹ Had we known that SRC would not employ us, fail to compensate us for our crops fairly, and place restrictions on our children attending its school, we would have never agreed to SRC's request for expansion in Jorkporlorsue.

152. In addition to the above, SRC has dammed, diverted, and polluted customary land sites that are host to ecologically important wetlands - including rivers, marshlands,

³⁷⁹ *Id.* at 46-48.

³⁸⁰ See IFC Performance Standard 7, *supra* note 303, ¶ 13.

³⁸¹ BfA Report, *supra* note 3, at 47.

³⁸² *Id.* at 43.

³⁸³ *Id.*

³⁸⁴ *Id.* at 47.

³⁸⁵ *Id.* at 44-45.

³⁸⁶ See IFC Performance Standard 7, *supra* note 303, ¶ 13.

³⁸⁷ BfA Report, *supra* note 3, at 45.

³⁸⁸ *Id.*

³⁸⁹ *Id.*

swamps, streams, and creeks.³⁹⁰ The swamps are a high conservation value area where we formerly obtained construction materials such as: straws for roofing; clay for daubing our homes; and vines, twines, round poles, and barks for construction.³⁹¹ These sites were also key sources for roots, bark, leaves, flowers, and stems used in our traditional medicine.³⁹² These lands have been almost completely lost to the rubber plantation without our consent.³⁹³

153. The wetlands were also an important source of nutrition.³⁹⁴ We used these areas to grow vegetables and other food staples; we also collected fish, crabs, snails, crayfish, wild fruits, berries, palm oil, and beverages such as palm wines, to complement our local food basket³⁹⁵ All of these are no more.

154. The Human Rights Committee provides guidance on the ICCPR and publishes General Comments. The most relevant general comment to Performance Standard 7 and the instant case is General Comment 23 (GC 23), the rights of minorities, which describes indigenous people's rights and the way their rights can be connected to use of their territory. This comment clarifies that we may use our land for traditional activities, and that we may engage in our religious ceremonies and culture.³⁹⁶ However, with SRC's forced evictions, including the destruction of our heritage sites and farmlands, we can no longer use our lands for traditional activities.

155. Even the African Commission has ruled in favor of indigenous property rights. In *Malawi African Association and Others v. Mauritania*, the Commission ruled that confiscation of property and land from the tribes was a violation of their right to property.³⁹⁷ In *African Court of Human and Peoples' Rights v. the Republic of Kenya*, the Ogiek people brought suit against Kenya. The Court began its examination of different factors when determining whether a population was indigenous with:

“The most salient feature of most indigenous populations is their strong attachment with nature, particularly, land and the natural environment. Their survival in a particular way depends on unhindered access to and use of their traditional land and the natural resources thereon.”³⁹⁸

156. Later in the case, the Court assessed the forced evictions of the natives, holding:

“That by expelling the Ogieks from their ancestral lands against their will, without prior consultation and without respecting the conditions of expulsion in the interest of public need, the Respondent violated their rights to land.”³⁹⁹

³⁹⁰ See *Yeabamah National Congress for Human Rights (Testimony and affidavit key complainants.)*

³⁹¹ *Id.*

³⁹² *Id.*

³⁹³ *Id.*

³⁹⁴ *Id.*

³⁹⁵ *Id.*

³⁹⁶ U.N. Hum. Rts. Comm'n, *CCPR General Comment No. 23: Article 27 (Rights of Minorities)*, U.N. Doc. CCPR/C/21/Rev.1/Add/5 ¶¶ 3.2, 7.

³⁹⁷ Nos. 54/91, 61/91, 98/93, 164/97 à 196/97 and 210/98 ¶ 128 (Af. Comm'n Hum. & Ppl's Rts. 2000).

³⁹⁸ Ogiek Case, *supra* note 10, ¶ 109.

³⁹⁹ *Id.* ¶ 131.

157. SRC’s eviction actions mirror the scenario laid forth in the above cited case. Culturally, we share a strong tie to our land, and we utilize it for our survival. When SRC forcibly removed us from our lands against our will, our rights to land were violated. Therefore, SRC violated our personal rights according to the standards of the African Commission.

158. Even more caselaw exists on the subject. For instance, regarding the right to culture and religion, in Centre for Minority Rights Development and Minority Rights Group v. Kenya, the African Commission made several stark findings:

“The African Commission agrees that the Endorois consider themselves to be a distinct people, sharing a common history, culture and religion. The African Commission is satisfied that the Endorois are a “people”, a status that entitles them to benefit from provisions of the African Charter that protect collective rights. The African Commission is of the view that the alleged violations of the African Charter are those that go to the heart of indigenous rights – the right to preserve one’s identity through identification with ancestral lands.”⁴⁰⁰

“...This Commission is aware that religion is often linked to land, cultural beliefs and practices, and that freedom to worship and engage in such ceremonial acts is at the center of the freedom of religion...” “...continued dispossession and alienation from their ancestral land continues to threaten the cultural survival of the Endorois’ way of life, a consequence which clearly tips the proportionality argument on the side of indigenous peoples under international law...”⁴⁰¹

“...By forcing the community to live on semi-arid lands without access to medicinal salt licks and other vital resources for the health of their livestock, the Respondent State have created a major threat to the Endorois pastoralist way of life. It is of the view that the very essence of the Endorois’ right to culture has been denied, rendering the right, to all intents and purposes, illusory. Accordingly, the Respondent State is found to have violated.”⁴⁰²

159. The African Commission’s findings here are similar to the facts regarding our communities. We are a distinct people, who identify through our ancestral lands. Much of our religion is linked to our lands. SRC forced us to vacate our ancestral lands where we kept our graveyards, which are highly significant to us. SRC went so far as to fill our ancestral graves with dirt, knock over tombstones, and plant rubber trees over the graves of our family members.⁴⁰³ SRC also forced us to live in undesirable locations, which are unsustainable for the myriad reasons which we have addressed previously in this document. Therefore, under the *Centre for Minority Rights Development and Minority Rights Group v. Kenya* framework, SRC denied our very right to culture, rendering it for all intents and purposes, illusory.

III. SRC Breached Performance Standard 8.

160. Performance Standard 8 serves “to protect cultural heritage from the adverse impacts of project activities and support its preservation, as well as to promote the

⁴⁰⁰ See *Centre for Minority Rights Development and Minority Rights Group v. Kenya*, App. No. 276/03 ¶ 162 (Af. Comm. Hum. & Ppl’s Rts. 2009).

⁴⁰¹ *Id.* ¶ 166.

⁴⁰² *Id.* ¶ 251.

⁴⁰³ See BfA Report, *supra* note 3, at 43.

equitable sharing of benefits from the use of cultural heritage in business activities.”⁴⁰⁴ Cultural heritage is defined as sites with historic, cultural, and religious values, as well as natural environmental features that embody cultural values, such as sacred groves.⁴⁰⁵ To maintain compliance with Performance Standard 8, SRC was required to protect cultural heritage in its project design and execution.⁴⁰⁶ Such protections include:

- *Internationally Recognized Practices.*

161. SRC was required to comply with Liberian law to protect our cultural heritage.⁴⁰⁷ It was IFC’s duty to ensure that its client, SRC protect and support our cultural heritage by undertaking internationally recognized practices for the protection, field-based study, and documentation of cultural heritage.⁴⁰⁸ In order to maintain compliance with Performance Standard 8, IFC should have ensured that its client, SRC, retained qualified and experienced experts to assist in the drafting of an Assessment contemplating how best to protect our cultural heritage.⁴⁰⁹ These actions never occurred, and as a result, we suffered during the SRC project implementation, which was not in compliance with internationally recognized practices. These international practices are addressed throughout this complaint.

- *Chance Find Procedures.*

162. IFC did not ensure that it client, SRC, took responsibility for siting and designing its operation in a manner to avoid significant damage to our cultural heritage.⁴¹⁰ This did not occur. Performance Standard 8 required the SRC to implement chance find procedures established through its Social and Environmental Assessment.⁴¹¹ If found, SRC was to not disturb any chance finds further until an assessment by a competent specialist was made and actions consistent with the requirements of Performance Standard 8 were identified.⁴¹² As far as we are aware, SRC enacted no chance find procedures, nor did IFC attempt to require them to do so.

- *Consultation.*

163. When:

“a project may affect [our] cultural heritage... [consultation with our] communities... who use the cultural heritage for long-standing cultural purposes to identify cultural heritage of importance, and to incorporate into...[SRC’s] decision-making process the views of [our] communities on such cultural heritage. Consultation will also involve the relevant national or local regulatory agencies entrusted with [such]... heritage.”⁴¹³

⁴⁰⁴ IFC, *Performance Standard 8: Cultural Heritage*, Objectives (2006)

⁴⁰⁵ *Id.* ¶ 3.

⁴⁰⁶ *Id.* ¶ 4.

⁴⁰⁷ *Id.*

⁴⁰⁸ *Id.*

⁴⁰⁹ *Id.*

⁴¹⁰ *See id.* ¶ 5.

⁴¹¹ *Id.*

⁴¹² *Id.*

⁴¹³ *Id.* ¶ 6.

In reality, SRC did not consult our communities before they destroyed our cultural heritage sites. Rather, SRC unilaterally conducted its business with blatant disregard for the traditions and cultural attachments of our people. For example, in the case of Garjay Town, SRC handpicked an individual to pay off rather than engaging the community on how to handle cultural dislocation properly. SRC also failed to involve the relevant governmental agencies, because if it had, it would have learned that our lands were protected by encumbrances and deeds.

- *Removal of Cultural Heritage.*

164. According to Performance Standard 8, preservation is the best method to protect most cultural heritage, and SRC was not to remove cultural heritage unless:⁴¹⁴
- i. There are no technically or financially feasible alternatives to removal.⁴¹⁵
 - ii. The overall benefits of the project outweigh the anticipated cultural heritage loss from removal.⁴¹⁶
 - iii. Any removal of cultural heritage is conducted by the best available technique.⁴¹⁷

SRC did not remove our cultural heritage, it destroyed it.

- *Critical Cultural Heritage.*

165. Standards required that SRC not to significantly alter, damage, or remove any of our critical cultural heritage.⁴¹⁸ These sites include internationally recognized and/or legally protected cultural sites that are used or have been used in living memory.⁴¹⁹ Our cultural sites are critical because we have consistently used them longer than Liberia has been a country, and the sites are an integral part of how we identify as a culture and live our lives. Examples of critical cultural heritage include our traditional snake bushes, sacred rivers, ritual lands and forests, and ancestral graves. Our snake bushes were destroyed in four towns.⁴²⁰ In Lanco and Gorbos, SRC destroyed our graves; in Garjay, the graves, albeit unharmed, were surrounded by the plantation, rendering them devoid of spirituality.⁴²¹ Our sacred forest near Garjay was also physically unharmed, but its sacredness has been compromised due to the encirclement by the plantation and people entering it.⁴²² SRC also destroyed our traditional landmarks that we used as boundary markings for our communities.⁴²³

166. In addition to the facts stated above, SRC dammed, diverted, and polluted customary land sites hosting ecologically important wetlands - including rivers, marshlands, swamps, streams, and creeks.⁴²⁴ The swamps are a high conservation value

⁴¹⁴ *Id.* ¶ 7.

⁴¹⁵ *Id.*

⁴¹⁶ *Id.*

⁴¹⁷ *Id.*

⁴¹⁸ *Id.* ¶ 9.

⁴¹⁹ *Id.* ¶ 8.

⁴²⁰ See BfA Report, *supra* note 3, at 43.

⁴²¹ *Id.*

⁴²² *Id.* at 43-44.

⁴²³ *Id.* at 42..

⁴²⁴ *Id.* at p.59.

area where we formerly were able to obtain construction materials such as: straw for roofing; clay for daubing our homes; and vines, twines, round poles, and bark for construction.⁴²⁵ These sites were also key sources for roots, bark, leaves, flowers, and stems used for traditional medicine,⁴²⁶ and thus should be considered critical cultural heritage. These lands have been almost completely lost to the rubber plantation without our consent.

167. The wetlands were also an important source of nutrition. We used these areas to grow vegetables and other food staples, and were able to collect fish, crabs, snails, crayfish, wild fruits, berries, palm oil, and beverages such as palm wines, to complement our local food basket.⁴²⁷ Due to their high importance in our traditional lifestyle, the wetlands should have also been considered critical cultural heritage, and SRC should have made efforts to protect them. These lands are no more.

168. Traditionally, our communities obtained water from natural sources such as swamps, streams, and creeks.⁴²⁸ During SRC's expansion, our creeks were compromised.⁴²⁹ This occurred through both pollution from agrichemicals, and destruction by SRC.⁴³⁰ The pollution and destruction of our dams is very problematic because much of our culture depends upon clean water sources either for fishing, drinking, or bathing.⁴³¹

169. SRC was required to consult us prior to the destruction of the previously mentioned critical cultural heritage, to engage in good faith negotiations with our community, and to document successful outcomes.⁴³² However, SRC only consulted us after the destruction of the critical cultural heritage, if at all.⁴³³ Furthermore, critical cultural heritage impacts are only permissible under Performance Standard 8, if appropriately mitigated...[by our] informed participation."⁴³⁴ Again, because we were not consulted prior to such wanton destruction, SRC's obliteration of our cultural heritage was impermissible under Performance Standard 8.

170. In a similar vein, the UNDRIP Article 25, grants protections to our rights in order to strengthen our "distinctive spiritual relationship" with our lands, and to uphold our "responsibilities to future generations in this regard,"⁴³⁵ By forcibly evicting us from our lands, SRC violated the UNDRIP because we involuntarily forfeited our right to maintain and pass our lands through any such generational transfer.

⁴²⁵ *Id.*

⁴²⁶ *Id.*

⁴²⁷ *Id.*

⁴²⁸ BfA Report, *supra* note 3, at 66.

⁴²⁹ *Id.* at 66-68.

⁴³⁰ *Id.*

⁴³¹ *Id.* at 66.

⁴³² See IFC Performance Standard 8, *supra* note 404, ¶¶ 6, 11.

⁴³³ See, e.g., BfA Report, *supra* note 3, at 44-45.

⁴³⁴ See IFC Performance Standard 8, *supra* note 404, ¶ 9.

⁴³⁵ UNDRIP, *supra* note 42, art. 25.

171. When SRC destroyed our traditional grave sites during its expansion, it breached Article 8 of the UNDRIP. Article 8 protects communities such as ours from destruction of culture, which occurred when SRC took our lands containing our sacred sites. Additionally, Article 11.1 of the UNDRIP protects our rights to practice our culture and customs.⁴³⁶ Our snake bushes, sacred forests, and other cultural sites, such as our soap trees and graves, are therefore protected by Article 11.1. SRC's destruction of the forests and water sources containing our traditional healing herbs render us unable to practice our traditional medicine, which is protected by Article 24.1 of the UNDRIP.⁴³⁷ Therefore, SRC's destruction of lands in Margibi and Bong Counties violate the UNDRIP.

172. Additionally, the right to practice religion is enshrined in Article 8 of the African Charter, which states: "freedom of conscience, the profession and free practice of religion shall be guaranteed. No one may, subject to law and order, be submitted to measures restricting the exercise of these freedoms." SRC restricts our free practice of religion. We lost our ability to freely practice our religion when SRC destroyed our religious and heritage sites. Furthermore, we are unable to honor our dead now that SRC has filled their graves with dirt and planted rubber bushes over their remains, showing gross disrespect to our ancestors. Our snake bushes are no more, and even our forest near Garjay has lost its sacredness.⁴³⁸

173. According to the African Charter, we have a right to culture. The Charter states:

"Every individual may freely take part in the cultural life of his community... The promotion and protection of morals and traditional values recognized by the community shall be the duty of the State."⁴³⁹

Since SRC has expanded upon our lands we have been unable to freely take part in the cultural life of our community. Our communities have been forced to migrate without their consent. With the loss of our traditional lands and way of life, we can no longer teach our young people the values of our community.

174. Insofar as domestic environmental Liberian law is concerned, the Environmental Protection and Management Law of Liberia states its goal is to, "ensure respect, preservation, promotion, and proper management of the historic, cultural, spiritual and future generations."⁴⁴⁰ SRC destroyed our burial grounds and other spiritual heritage sites during its expansion and committed atrocities against the environment such as polluting the water, using toxic chemicals, and destroying trees. These examples rise to the level of failing to preserve cultural, spiritual, and historic sites for our future generations. The law also provides a remedial provision as follows: "any person [may] assert their right to a clean and healthy environment."⁴⁴¹ SRC contaminated our water sources and burned the

⁴³⁶ *Id.* art. 11.1.

⁴³⁷ *Id.* art. 24.1.

⁴³⁸ See BfA Report, *supra* note 3, at 43-44.

⁴³⁹ African Charter, *supra* note 319, art. 17(2) & (3).

⁴⁴⁰ Environmental Protection and Management Law, § 4.2.e (2002) (Lib.).

⁴⁴¹ *Id.* § 5.

bush without our permission. We are asserting our right to a clean and healthy environment.

IV. SRC 's Land Grabs and Forced Evictions Violated Performance Standard 3; Pollution Prevention and Abatement.

175. IFC Performance Standard 3's objective is to:

... Avoid or minimize adverse impacts on human health and the environment by avoiding or minimizing pollution from project activities, [and] to promote the reduction of emission that contribute to climate change.⁴⁴²

During the lifecycle of SRC's project, SRC is required to:

... consider ambient conditions and apply pollution prevention and control technologies and practices that are best suited, or where avoidance is not feasible, minimize or reduce adverse impacts on human health and the environment while remaining technically and financially feasible. . . .⁴⁴³

176. "Pollution," is defined under Performance Standard 3 as "hazardous and non-hazardous pollutants in solid, liquid, or gaseous form, as well as odors, noise, vibration, radiation, electromagnetics, and light."⁴⁴⁴ Pursuant to Performance Standard 3, SRC was also required to take measures in the following areas:

- *Pollution Prevention, Resource Conservation, and Energy Efficiency.*

177. SRC is responsible for avoiding the release of pollutants, and when such avoidance is not feasible, to minimize or control the intensity of their release.⁴⁴⁵ Such responsibility is applicable to the release of pollutants due to routine, non-routine, or accidental circumstances with the potential for local and regional impacts.⁴⁴⁶ SRC routinely sprays agrichemicals on and around its plantation.⁴⁴⁷ These sprays harm the local environments.⁴⁴⁸ SRC has failed to avoid the release of these agrichemicals into the local water supplies and grass.

- *Ambient Considerations.*

178. In addressing adverse project impacts on existing ambient considerations (such as air, surface and groundwater, and soils), SRC is required to consider factors including: the finite assimilative capacity of the environment, existing and future land use, existing ambient conditions, its proximity to ecologically sensitive or protected areas, and the potential for cumulative impacts with uncertain and irreversible consequences.⁴⁴⁹ According to its Environmental and Social Assessment, SRC did consider many factors,

⁴⁴² IFC, *Performance Standard 3: Pollution Prevention and Abatement*, Objectives (2006).

⁴⁴³ *Id.* ¶ 3.

⁴⁴⁴ *Id.* ¶ 1 fn. 1.

⁴⁴⁵ *Id.* ¶ 4.

⁴⁴⁶ *Id.*

⁴⁴⁷ See, e.g., SRC ESIA, *supra* note 134, at 118; BfA Report, *supra* note 3, at 67.

⁴⁴⁸ BfA Report, *supra* note 3, at 67.

⁴⁴⁹ IFC Performance Standard 3, *supra* note 442, ¶ 9.

such as air pollution controls, water pollution controls, mitigation of human impacts from agrochemicals, mitigation of air emissions/ odors, and soil preservation practices.⁴⁵⁰

179. Therefore it is curious that, not only do we witness workers washing the chemical spraying equipment in water upstream, we even witness workers rinsing the chemical tank from the nursery in our waterways.⁴⁵¹ As a result, the fish die.⁴⁵² If we drink or bathe in the water, our skin breaks out with rashes, and our eyes and noses become irritated.⁴⁵³ Rather than try to mitigate such exposures, SRC instead blames us for our health problems, citing lack of hygiene.⁴⁵⁴ Sometimes SRC even tries to blame E.coli, which is not likely given the particularity of these circumstances.⁴⁵⁵

180. In Gorbos and Jorkporlorsue, SRC does not inform us of the sprayings, but we witness it or notice its smell.⁴⁵⁶ We have noticed workers on the plantation spray with hand pumps.⁴⁵⁷ We have even written to SRC to complain, with no result.⁴⁵⁸ The sprays occur once or twice a month, and we can feel the effects for several days following such sprayings.⁴⁵⁹

- *Pesticide Use.*

181. “When pest management activities include pesticides, the [IFC] client is to select pesticides that are low in human toxicity, known to be effective against the target species, and have minimal effects on non-target species and the environment.”⁴⁶⁰ Furthermore, “the section [of pesticides] will be based on whether the pesticides are packaged in safe containers, are clearly labeled for sale and proper use, and have been manufactured by an entity currently licensed by relevant regulatory agencies.”⁴⁶¹ SRC has admitted to using fungicides, insecticides, and herbicides.⁴⁶² As indicated above, these include 2,4-D, Glyphosate, Mancozeb, Paraquat, and Gramoxone,⁴⁶³ which are associated with eye or skin irritation and coughing.⁴⁶⁴ These are similar to the symptoms we have complained of.⁴⁶⁵

182. We fear that our drinking water is likely to have been affected by these chemicals. As indicated above, even SRC’s ESIA confirms that “excessive use of these chemicals linked to erosion” will lead to significant contamination of water bodies.”⁴⁶⁶ We have

⁴⁵⁰ See SRC ESIA, *supra* note 134.

⁴⁵¹ BfA Report, *supra* note 3, at 67-68.

⁴⁵² *Id.* at 67.

⁴⁵³ *Id.* at 68.

⁴⁵⁴ *Id.*

⁴⁵⁵ *Id.*

⁴⁵⁶ *Id.* at 67.

⁴⁵⁷ *Id.*

⁴⁵⁸ *Id.*

⁴⁵⁹ *Id.* at 67-68.

⁴⁶⁰ IFC Performance Standard 3, *supra* note 442, ¶ 13.

⁴⁶¹ *Id.*

⁴⁶² See, e.g., SRC ESIA, *supra* note 134, at 118; BfA Report, *supra* note 3, at 67.

⁴⁶³ See *supra* at 14.

⁴⁶⁴ See *id.* & fns. 142 & 143.

⁴⁶⁵ BfA Report, *supra* note 3, at 67-68.

⁴⁶⁶ See SRC ESIA, *supra* note 134, at 118.

also noticed such changes on our water.⁴⁶⁷ For example after spraying, the nearby water turns red and has a particular smell.⁴⁶⁸ There are also molds and dead fishes,⁴⁶⁹ and the grass turns yellow and then dies.⁴⁷⁰

183. Under Performance Standard 3, SRC is mandated to handle, store, apply, and dispose of waste in accordance with the Food and Agriculture Organization's International Code of Conduct on the Distribution and Use of Pesticides or other good industry practice.⁴⁷¹ In its Environmental and Social Impact Assessment, SRC does outline some practices for waste disposal.⁴⁷² However, we cannot reconcile best practices on paper with harmful practices such as workers washing the spraying equipment in water upstream, and workers wiping the nursery chemical tank in the water.⁴⁷³

184. Furthermore, SRC should not be using highly hazardous pesticides because it is extremely likely that such chemicals will not be disposed of properly. The herbicide Glyphosate and the fungicide, Mancozeb are both classified as highly hazardous pesticides.⁴⁷⁴ The pollution of our water is proof SRC does not dispose of the highly hazardous chemicals properly.

185. The African Charter protects our right to a satisfactory environment favorable to our development: "All peoples shall have the right to a general satisfactory environment favorable to their development."⁴⁷⁵ In the aftermath of SRC's land grabs, pollution, and crop destruction, the environment is anything but satisfactory to an environment favorable to our development. Rampant pesticide use and the pollution of our local landscapes and water sources have destroyed our land to the extent that we can no longer utilize it to further our development.

186. Additionally, in *SERAP v. Nigeria*, the ECOWAS Court of Justice has addressed the issue of environmental abuses and the human rights impacts arising from such abuse. The Court, citing to an International Court of Justice Advisory Opinion, held that "The environment is essential to every human being. The quality of human life depends on the quality of the environment."⁴⁷⁶ In the *SERAP* case, Nigeria was accused of allowing oil exploration and production to destroy the forest and the fauna that depended on it, and to pollute water supplies that were used for fishing, drinking, and other domestic purposes.⁴⁷⁷ The Court found that Nigeria was responsible for breaching Article 24 of the African Charter.⁴⁷⁸

⁴⁶⁷ BfA Report, *supra* note 3, at 67-68.

⁴⁶⁸ *Id.* at 67.

⁴⁶⁹ *Id.*

⁴⁷⁰ *Id.*

⁴⁷¹ IFC Performance Standard 3, *supra* note 442, ¶ 14.

⁴⁷² See SRC ESIA, *supra* note 134, at 219-22, 226-28.

⁴⁷³ BfA Report, *supra* note 3, at 67-68.

⁴⁷⁴ See PAN List, *supra* note 137, at 24, 34, 35.

⁴⁷⁵ African Charter, *supra* note 319, art. 24.

⁴⁷⁶ *SERAP v. Federal Republic of Nigeria*, No. ECW/CCJ/APP/08/09, Judgement ¶ 100 (ECOWAS 2012).

⁴⁷⁷ *Id.* ¶¶ 64-72.

⁴⁷⁸ *Id.* ¶¶ 101, 111.

187. Factually, the above-mentioned ECOWAS case shares similarities to the facts at hand in our situation. SRC polluted water supplies used for fishing, drinking, and other domestic purposes through its use of agrochemicals. As a result, we now suffer from lack of adequate education, healthcare, food, and a clean environment due to the SRC's operations upon our lands. SRC has breached our right to a satisfactory environment, in addition to the values enshrined in IFC Performance Standard 3.

ii. Gender and Sexual Based Violence.

188. The fact that heinous sexual abuse and harassment occurs on SRC's plantation, perpetuated by both the contractor heads and security personnel, is deeply troubling.⁴⁷⁹ Furthermore, sexual harassment perpetrated by SRC's security force is in contravention of Performance Standard 4. Such actions are categorically unacceptable.

V. SRC's Gender and Sexual Based-Violence Violated Performance Standard 4; Community Health, Safety and Security.

189. Under Performance Standard 4, SRC is mandated to train its contracted security forces in appropriate conduct toward workers and the local community, and require them to act within the applicable law.⁴⁸⁰ SRC is also required to, "investigate credible allegations of unlawful or abusive acts of security personnel, take action to prevent recurrence, and report unlawful and abusive acts to public authorities when appropriate."⁴⁸¹ SRC has completely failed our women. SRC has not acted upon any accusations that its security contractors have committed sexually-based violence.

190. We find it unfathomable that SRC might consider its security guards, who humiliate our women at night, by aiming flashlights at them as they attempt to use the toilet,⁴⁸² to be "trained in appropriate conduct." Such behavior is abhorrent. Even more egregious, however, is that members of SRC's security force regularly threaten to rape our women and have carried out such threats on such a frequent basis that our women believe that they will be raped if they travel later than six at night.⁴⁸³

191. This behavior is not only inappropriate towards women, it is illegal. Moreover, SRC has not investigated our credible accusations of unlawful and abusive acts against our women.⁴⁸⁴ Rather than take action to prevent recurrence and report its security guards' unlawful and abusive acts to the public authorities, SRC instead chooses to deny our accusations of gender-based violence committed by its security force.⁴⁸⁵

⁴⁷⁹ BfA Report, *supra* note 3, at 69-70.

⁴⁸⁰ IFC Performance Standard 4, *supra* note 363, ¶ 13.

⁴⁸¹ *Id.* ¶ 15.

⁴⁸² BfA Report, *supra* note 3, at 62.

⁴⁸³ *Id.* at 70.

⁴⁸⁴ *Id.* at 70-71.

⁴⁸⁵ *Id.*

VI. SRC's Gender and Sexual Based-Violence Violence Violated Performance Standard 2; Labor and Working Conditions.

192. As mandated in Performance Standard 2, “non-employee workers” refers to contract workers either directly contracted by SRC or sub-contracted through contractor heads.⁴⁸⁶ ‘Non-employee workers must perform work directly related to SRC’s services for a substantial duration.’⁴⁸⁷ Regardless, our women who have been contracted to work on SRC’s plantation are supposed to be protected by several conditions under Performance Standard 2. These include:

- *Human Resources Policy.*

193. SRC was mandated to adopt a human resources policy that explains to the workforce its approach to managing employees in clear and understandable language.⁴⁸⁸ The human resource policy also serves as documentation to provide employees their rights under the law, and SRC is supposed to explain the policy and make it accessible to employees upon employment.⁴⁸⁹ It is ludicrous to believe that SRC’s human resources policy contains provisions allowing for contractor heads to harass and assault women in the plantation.

- *Working Conditions and Terms of Employment.*

194. SRC is obligated under Performance Standard 2 to provide reasonable working conditions and terms of employment that, at a minimum, comply with national law.⁴⁹⁰ But as we have shown, SRC’s working conditions are abusive and exploitative, especially for women. When contractor heads demand sex from women before hiring or paying them for jobs already completed, such actions violate Performance Standard 2.

- *Non-Discrimination and Equal Opportunity.*

195. SRC is prohibited from making employment decisions on the basis of personal characteristics unrelated to inherent job requirements.⁴⁹¹ SRC is forbidden from discrimination with respect to recruitment and hiring, compensation, terms of employment, or termination of employment.⁴⁹² However, every time a contractor head denies a woman a position at SRC due to her failure to submit to his request for sex, Performance Standard 2 is violated. Refusing to pay our women, or firing them because they decline the sexual advances of their superiors, breaches this Performance Standard.

- *Grievance Mechanism.*

196. A grievance mechanism must be provided for workers to raise reasonable workplace concerns.⁴⁹³ Under such a mechanism, SRC must address such concerns

⁴⁸⁶ IFC Performance Standard 2, *supra* note 363, ¶ 17.

⁴⁸⁷ *Id.*

⁴⁸⁸ *Id.* ¶ 6.

⁴⁸⁹ *Id.*

⁴⁹⁰ *Id.* ¶ 8.

⁴⁹¹ *Id.* ¶ 11.

⁴⁹² *Id.*

⁴⁹³ *Id.* ¶ 13.

promptly.⁴⁹⁴ However, in practice, our women often receive no redress from SRC following a sexual abuse.⁴⁹⁵ SRC denies such incidents even occur.⁴⁹⁶ Our women have suffered, and continue to suffer, sexual abuse at the hands of SRC's staff with no ability to seek redress from their abusers.

iii. Employment Conditions and Labor Rights Violations.

197. Drawing upon international conventions negotiated through the International Labor Organization ("ILO") and the United Nations, Performance Standard 2 sets out requirements that IFC clients are required to abide by.⁴⁹⁷ While the application of the Performance Standard can vary upon the type of worker (either employee, or non-employee) the principles remain mostly the same.⁴⁹⁸ A "worker," according to Performance Standard 2, is read to encompass both types of employment (employee and non-employee").⁴⁹⁹

VII. SRC's Employment Conditions and Lack of Workers' Labor Rights Violate Performance Standard 2: Labor and Working Conditions.

198. SRC's employment conditions and their lack of workers' labor rights violate the IFC's Performance Standard 2. Performance Standard 2 balances economic growth against protections of worker's rights.⁵⁰⁰ This balancing test strives to protect and improve the worker-manager relationship, promote fair treatment of workers through compliance of local labor laws, prevent forced and child labor, and to promote safe and healthy working conditions and workers.⁵⁰¹ Performance Standard 2 mandates SRC's compliance with the aforementioned objectives through the following requirements:

• *Human Resources Policy.*

199. SRC is required to adopt a human resources policy appropriate to its size and workforce, describing its method to managing employees.⁵⁰² Under said policy, SRC must provide employees with information regarding their rights, including but not limited to, wages and benefits.⁵⁰³ Such a policy must be clear and understandable to employees, and explained or made accessible to each employee upon accepting employment.⁵⁰⁴ SRC's implementation of such a policy is dubious. In a business model that allows contractor heads to force contractors to pay to obtain work, we are unpersuaded that contractors' wages, benefits, and rights are explained and accessible in any meaningful way. Furthermore, much of SRC's rubber was sourced from small shareholder

⁴⁹⁴ *Id.*

⁴⁹⁵ BfA Report, *supra* note 3, at 69-70.

⁴⁹⁶ *Id.* at 70-71.

⁴⁹⁷ IFC Performance Standard 2, *supra* note 363, fn. 1.

⁴⁹⁸ *Id.* ¶ 4.

⁴⁹⁹ *Id.*

⁵⁰⁰ *Id.* ¶ 1.

⁵⁰¹ *Id.* Objectives.

⁵⁰² *Id.* ¶ 6

⁵⁰³ *Id.*

⁵⁰⁴ *Id.*

plantations (before the shutdown in 2011).⁵⁰⁵ Considering that third-party plantations are privy to their own rules, any human resources policy governing SRC would not be binding upon third-parties.

- *Working Relationship.*

200. SRC was responsible for documenting and communicating to all of its employees, including its directly contracted workers, their working conditions and terms of employment; such information includes their entitlement to wages and any benefits.⁵⁰⁶ SRC failed to draft such a contract, but the contract that SRC should have drafted for its workers would run afoul of its practice on the ground. Workers at SRC are paid low wages and subject to deductions if unable to complete assigned tasks.⁵⁰⁷ Additionally, contractor heads can unilaterally decide how much money to deduct from worker's checks for expenses and taxes.⁵⁰⁸ The fluid nature of such conditions, and the lack of power, causes great frustration to workers. Documentation and communication to SRC's employees of SRC's work conditions and terms of employment would prevent and mitigate such abuses.

- *Working Conditions and Terms of Employment.*

201. Where collective bargaining agreements do not exist, SRC should provide reasonable working conditions and terms of employment, including the worker's entitlement to wages and any benefits.⁵⁰⁹ At SRC, neither the working conditions nor the terms of employment are reasonable. From maintaining unrealistically high quotas, to requiring the contractors to purchase their own tools, to paying contractor heads for employment, SRC has enormous power over its work force.⁵¹⁰ SRC even withholds payment from its contractors when the contractors do not complete the tasks assigned.⁵¹¹ Because SRC has not entered into collective bargaining agreements, and its working conditions and terms of employment are unreasonable, SRC is in breach of Performance Standard 2.

- *Non-Discrimination and Equal Opportunity.*

202. The Performance Standards prohibit SRC from making employment decisions on the basis of personal characteristics unrelated to inherent job requirements.⁵¹² SRC may not discriminate with respect to recruitment and hiring, compensation, terms of employment, or termination of employment.⁵¹³ However, the reality is that SRC actively took advantage of our underprivileged communities. SRC hired those of us who were most vulnerable to SRC's practices and most unlikely to complain, those of us who needed the money the most. In addition, SRC contractor heads who demanded money

⁵⁰⁵ IFC Case Study, *supra* note 192, at 48.

⁵⁰⁶ IFC Performance Standard 2, *supra* note 363, ¶ 6.

⁵⁰⁷ BfA Report, *supra* note 3, at 75.

⁵⁰⁸ *Id.* at 76.

⁵⁰⁹ IFC Performance Standard 2, *supra* note 363, ¶ 8; IFC, *Guidance Note 2: Labor and Working Conditions*, GN25 (Jan. 1, 2012).

⁵¹⁰ BfA Report, *supra* note 3, at 75-76.

⁵¹¹ *Id.* at 75.

⁵¹² IFC Performance Standard 2, *supra* note 363, ¶ 11.

⁵¹³ *Id.*

before making hiring decisions based upon contractor's ability to pay acted in contravention of Performance Standard 2 because one's ability to pay is a personal characteristic unrelated to inherent job requirements.

- *Occupational Health and Safety.*

203. Performance Standard 2 requires SRC to provide workers with a safe and healthy work environment, accounting for inherent risks in its particular sector and specific hazards in the its work areas including physical, and chemical hazards.⁵¹⁴ SRC must also take steps to prevent accidents, injury, and disease occurring in the course of work by minimizing the causes of hazards.⁵¹⁵ Working conditions on SRC's plantation are dangerous.⁵¹⁶ We do not accept that washing spraying equipment in the rivers after use is permissible under SRC's Environmental and Social Impact Assessment, which mentions proper handling and use of agrochemicals.⁵¹⁷ The chemicals used in the spraying equipment are classified as highly hazardous.⁵¹⁸

204. By requiring us to tap several hundred rubber trees daily, SRC compels us to work at a rate that encourages both danger and inaccuracy. Such minimum standards are unsustainable and contribute to dangerous work environments at SRC. Worse yet, we cannot refuse; if we are unable to meet our quotas, we are docked pay.⁵¹⁹

- *Supply Chain.*

205. According to Performance Standard 2, "adverse impacts associated with supply chains will be considered."⁵²⁰ 80% of SRC's rubber is directly sourced from other small share plantations.⁵²¹ Even though we make no allegation on this matter, we request the CAO to make an assessment and determination on whether the IFC client, SRC considered the adverse impacts associated with it supply chains. Due to the competitive pricing that SRC enjoys in the purchasing of smallholder rubber, it is under an obligation to exercise due diligence and cannot permit it supply chain to be tainted and polluted with abuses and violation as have been complained of under its own operation as stated in this complaint.

iv. Reprisals, Threats, Intimidation, Harassment, Arrests and Illegal Detentions.

206. IFC Performance Standard 4 exists to avoid and minimize risks and impacts to the community at large resulting from the use of security personnel.⁵²² SRC employs private security contractors on its plantation.⁵²³ The security contractors fail to treat plantation

⁵¹⁴ *Id.* ¶ 16

⁵¹⁵ *Id.*

⁵¹⁶ *Id.* at 67.

⁵¹⁷ SRC ESIA, *supra* note 134, at 224.

⁵¹⁸ BfA Report, *supra* note 3, at 67.

⁵¹⁹ *Id.* at 75.

⁵²⁰ IFC Performance Standard 2, *supra* note 363, ¶ 18.

⁵²¹ IFC Case Study, *supra* note 192, at 48.

⁵²² IFC Performance Standard 4, *supra* note 363, ¶ 1.

⁵²³ BfA Report, *supra* note 3, at 69.

workers, especially women, with dignity and respect. Instead they treat all of us as common criminals and enemy combatants.⁵²⁴

VIII. SRC's Reprisals, Threats, Intimidation, Harassment, Arrests and Illegal Detentions Violated Performance Standard 4; Community Health, Safety and Security.

207. Security personnel must meet certain requirements. Performance Standard 4 outlines these requirements. For example: when SRC directly retains employees or contactors to provide security to safeguard its personnel and property, it is required to assess risks to those within and outside the project site posed by its security arrangements.⁵²⁵ In making such arrangements, the following principles should guide SRC: proportionality, good international practices in terms of hiring, rules of conduct, training, equipping and monitoring of such personnel, and applicable law.⁵²⁶ Performance Standard 4 requires SRC to make reasonable inquiries to ensure that those providing security are not implicated in past abuses, are adequately trained in the use of force and appropriate conduct toward workers and the local community, and that they act within the applicable law.⁵²⁷ SRC cannot sanction any use of force except when it is used for preventative and defensive purposes, in proportion to the nature and extent of the threat.⁵²⁸ A grievance mechanism should allow the affected community to express concerns about security arrangements and the actions of security personnel.⁵²⁹
208. In practice, SRC's security arrangement is abysmal. SRC was supposed to assess risks posed by hiring contractors as security, while monitoring such hired security with best practices in mind.⁵³⁰ They completely failed to do so. For example, we repeatedly have run-ins with company security in which they wrongfully accuse us of stealing the company's rubber and equipment and passing it off as community rubber.⁵³¹ Our people suffer when security wrongfully accuses them of rubber theft and are often prosecuted without due process.
209. Performance Standard 4 mandates that SRC contemplate the proportionality, conduct, and equipment of its security forces.⁵³² On one occasion, SRC security accompanied the local police in Doakai to execute a search warrant to find potentially stolen rubber; the security guards were armed with swords, knives, and other weapons.⁵³³ This incident was precipitated after SRC repeatedly claimed our community engaged in

⁵²⁴ *Id.* at 71.

⁵²⁵ IFC Performance Standard 4, *supra* note 363, ¶ 13.

⁵²⁶ *Id.*

⁵²⁷ *Id.*

⁵²⁸ *Id.*

⁵²⁹ *Id.*

⁵³⁰ *Id.*

⁵³¹ BfA Report, *supra* note 3, at 71.

⁵³² IFC Performance Standard 4, *supra* note 363, ¶ 13.

⁵³³ BfA Report, *supra* note 3, at 71.

stealing latex from its plantation.⁵³⁴ No records exist to substantiate such claims made by SRC.⁵³⁵

210. SRC's security also abuses women.⁵³⁶ Security contractors harass and intimidate our women traveling through roads in the evening, often threatening rape, murder, or both.⁵³⁷ When our women use the toilet at night, SRC's security often point their illuminated flashlights at them in the dark.⁵³⁸ According to Performance Standard 4, security actions should be defensive and preventative only, and proportional to the nature of the threat.⁵³⁹ Threatening to rape and kill women, as well as committing acts of voyeurism, is neither defensive, preventative, nor proportional to the nature of the threat – namely because there is no threat, and these behaviors are merely abuses.

211. After a restricted movement order was issued in 2017, SRC's security contractors increased the frequency with which they harass and interrogate us, including during daytime hours.⁵⁴⁰ All visitors are now required to register and obtain SRC's permission before entering.⁵⁴¹ Adding to the complexity, because many of our villages are only accessible by traversing roads through SRC's plantation, security prevents us from meeting freely with our lawyers and civil society allies or entering or leaving our homes.⁵⁴²

212. Activists are regularly arrested and jailed in Margibi County on SRC's orders, such as Kamara and Pennoh.⁵⁴³ The intention of Performance Standard 4 is to ensure that activists may engage companies without fear of reprisals.⁵⁴⁴ Yet reprisals are the norm.

213. SRC's security contractors have also ransacked our homes, destroying housing infrastructure, stealing valuables, and engaging in physical violence.⁵⁴⁵ The security contractors also stole money belonging to the village women's saving club, in addition to a truck filled with rubber.⁵⁴⁶ We find it unjustifiable that SRC's security contractors engage in such criminal behavior, especially in contravention of the IFC Performance Standard 4.

214. While a grievance mechanism would allow us to express concerns regarding security personnel, IFC failed to ensure that its clients, SRC acted to ensure that this is establish at the national level or within the operational areas of the SRC. SRC is of the opinion that its security forces are not acting disproportionately, in contravention of

⁵³⁴ BfA Report, *supra* note 3, at 71.

⁵³⁵ *See id.*

⁵³⁶ *Id.* at 69.

⁵³⁷ *Id.* at 70.

⁵³⁸ *Id.* at 62.

⁵³⁹ IFC Performance Standard 4, *supra* note 363, ¶ 13.

⁵⁴⁰ BfA Report, *supra* note 3, at 72.

⁵⁴¹ *Id.*

⁵⁴² *Id.*

⁵⁴³ *Id.* at 73.

⁵⁴⁴ IFC, *Guidance Note 2: Labor and Working Conditions*, *supra* note 509.

⁵⁴⁵ BfA Report, *supra* note 3, at 71.

⁵⁴⁶ *Id.*

Performance Standard 4, or unlawfully at all.⁵⁴⁷ As a result, without a formal grievance mechanism, our communities have no recourse against acts committed by SRC's security.

215. However, according to Performance Standard 4, SRC is mandated to investigate any credible allegations of unlawful or abusive acts of security personnel, take action to prevent recurrence, and report unlawful and abusive acts to public authorities when appropriate.⁵⁴⁸ SRC's unwillingness to investigate its security contractors and potentially report them to the proper authorities is in direct violation of the plain text of Performance Standard 4. SRC must be held accountable for its Performance Standard breach, and the resulting harms inflicted upon us.

216. It is impossible to enjoy the best attainable state of physical and mental health when we are living on one meal a day, and when we are expected to meet unrealistic quotas.⁵⁴⁹ Not only has our mental health declined for these reasons; our anxiety is compounded by the stress caused by the forced evictions, destruction of our holy sites, and constant threats of retaliation from SRC. Something must change on SRC's end, as we suffer while SRC actively breaches the African Charter.

217. Article 16 of the African Charter is applicable and addresses the right to health:

“(1) Every individual shall have the right to enjoy the best attainable state of physical and mental health. (2) States Parties to the present Charter shall take the necessary measures to protect the health of their people and to ensure that they receive medical attention when they are sick.”⁵⁵⁰

v. Social and Environmental Management System.

218. Performance Standard 1 applies to projects with, “social or environmental risks and impacts that should be managed, in the early stages of the project development.”⁵⁵¹ SRC's plantation and expansion is responsible for many environmental risks and impacts that merit management.

IX. SRC's Environmental and Social Assessment Violated Performance Standard 1; Social and Environmental Assessment and Management Systems.

219. Performance Standard 1 applies to business activities with environmental or social risks/impacts.⁵⁵² SRC was obligated to create a Social and Environmental Management System reflective of the level of social and environmental risks and impacts the project entails. This system is required to incorporate a Social and Environmental Assessment, Management Program, organizational capacity, training, community engagement,

⁵⁴⁷ *Id.* at 71, 74.

⁵⁴⁸ IFC Performance Standard 4, *supra* note 363, ¶ 15.

⁵⁴⁹ BfA Report, *supra* note 3, at 58, 75.

⁵⁵⁰ African Charter, *supra* note 319, art. 16.

⁵⁵¹ IFC Performance Standard 1, *supra* note 70, ¶ 2.

⁵⁵² *Id.*

monitoring, and reporting.⁵⁵³ This process and document creation was supposed to occur before Socfin accepted its loan from the IFC.⁵⁵⁴

- *Social and Environmental Assessment.*

220. In its Social and Environmental Assessment, SRC identified soil quality, water resources, dust, and noise emission as the primary environmental risks caused by the SRC project.⁵⁵⁵ However, it should have been obvious that the large-scale acquisition of land and chemical-intensive cultivation of a plantation crop would have substantial effects on the environment and our communities. Performance Standards 2 through 8 are to be considered in terms of a cost/benefit analysis of the Social and Environmental Assessment. Therefore, SRC's lackluster determination that "minimal risks" were involved in the project is not in line with a comprehensive analysis of risks posed to our communities under a due diligence paradigm. We are therefore shocked that this was not a red flag for the IFC and that it failed to catch this, even though it was obvious.

221. Substantially more red flags and potential harms should have been brought forth and addressed by the Initial Assessment. For projects to be financed by the IFC, companies must enact mitigation measures on a scale commensurate to the potential harms suffered by the community.⁵⁵⁶ Much to our detriment, this was never fully developed. SRC's Assessment of Harms glossed over and ignored the substantial issues of forced evictions, land grabs, destruction of our cultural heritage, grievance mechanisms, security risks, and lack of labor rights, amongst other harms.

222. At a minimum, Performance Standard 1 also requires SRC to maintain compliance with both domestic and international laws.⁵⁵⁷ Yet, according to Liberian law, SRC should have commenced operations only after receiving permission from the EPA.⁵⁵⁸ SRC has failed to fulfil the obligations set out by the EPA in its operating permits, such as testing the water sources outside of the worker's camps for the presence of fungicides.⁵⁵⁹

223. SRC's Environmental and Social Impact Assessment should have also assessed gender differentiated impacts between our men and women.⁵⁶⁰ For instance, losing access to water affects our women differently than our men because our women are responsible for providing drinking water for our families. Similarly, our women have stated that food scarcity is a major concern and that they often do not know how to feed their family.⁵⁶¹ The Natural Resource Women's Platform examined the conditions of women living on or near a large-scale plantation and found that the loss of access to forest affects women in

⁵⁵³ *Id.* ¶ 3.

⁵⁵⁴ *See id.* ¶ 6.

⁵⁵⁵ SRC ESIA, *supra* note 134, at 111.

⁵⁵⁶ IFC Performance Standard 1, *supra* note 70, ¶ 3.

⁵⁵⁷ *Id.* ¶ 14.

⁵⁵⁸ Environmental Protection and Management Law, *supra* note 440, § 37.

⁵⁵⁹ *Id.*

⁵⁶⁰ UNDRIP, *supra* note 42, art. 22(1).

⁵⁶¹ *Id.* at 58

particular.⁵⁶² This is same trends we have seen, women, before the arrival of SRC, utilized our forests for myriad food sources, but they are no longer able to do so.⁵⁶³ The forests provided them with meat, fish and other food, medication from herbs and plants, fuelwood, materials for building, furniture and cooking utensils.⁵⁶⁴ One Women Land Rights Defender explained that “the forest is like a shopping mall for the women.”⁵⁶⁵ Additionally, our women have complained of refusal to be hired by SRC when they have declined the supervisor’s sexual advances.⁵⁶⁶ SRC’s failure to identify and mitigate such gender impact is in violation of Performance Standard 1.

- *Management Program.*

224. A healthy Management Program takes into account the findings from the Social and Environmental Assessment and consists of policies, procedures, and practices.⁵⁶⁷ A program’s complexity is rationally based upon the risks and impacts of the project.⁵⁶⁸ This is accomplished through qualified experts who monitor the company’s project to confirm compliance, and is commensurate with the identified risks and impacts.⁵⁶⁹

225. Performance Standard 1 required SRC to document its monitoring results and identify and reflect the corrective and preventative actions in its Management Program.⁵⁷⁰ We have no evidence to suggest that any sort of meaningful monitoring occurred on SRC’s end. SRC never appeared to be mindful of our plight caused by its breaches of the Performance Standards, the law, and international principles.

- *Community Engagement.*

226. Due to the fact that the SRC project would subject our community to risks and adverse impacts, SRC was supposed to involve us in consultation in a culturally appropriate manner.⁵⁷¹ This informed consultation and participation (“ICP”) process must be free from intimidation or coercion, while at the same time remaining free from outside pressure or inducements.⁵⁷² Our lived experience bears no resemblance to this standard.

227. No meaningful consultation between SRC and our community members occurred, because on the few occasions when SRC held meetings, they failed to sufficiently explain to us why the surveys were conducted, and for what purpose.⁵⁷³ The information they gave to us neither conformed to the principles of Performance Standard 1, nor was it based on a thorough human rights due diligence process, as SRC did not provide us with

⁵⁶² Liberia Natural Resource Women’s Platform, Green Advocates International Liberia, Alliance for Rural Democracy, *Women: the least-secure tenure – the impact of large-scale concession land development on women’s land natural resource tenure rights in Liberia* (2016).

⁵⁶³ BfA Report, *supra* note 3, at 58.

⁵⁶⁴ *Id.*

⁵⁶⁵ *Id.*

⁵⁶⁶ *Id.* at 69.

⁵⁶⁷ IFC Performance Standard 1, *supra* note 70, ¶ 14.

⁵⁶⁸ *Id.*

⁵⁶⁹ IFC Performance Standard 4, *supra* note 363, ¶ 6.

⁵⁷⁰ IFC Performance Standard 1, *supra* note 70, ¶ 24.

⁵⁷¹ *Id.* ¶ 21

⁵⁷² IFC Performance Standard 7, *supra* note 303, ¶ 9.

⁵⁷³ BfA Report, *supra* note 3, at 45-46.

the information that would have enabled us to understand and judge the full consequences of any signatures or consent given.⁵⁷⁴

- *Grievance Mechanism.*

228. SRC was also supposed to create and utilize an external communication and grievance mechanism.⁵⁷⁵ However, SRC did not allow us to air grievances. Activists and community members who have spoken against SRC have faced retaliatory arrests and violence from SRC.⁵⁷⁶

- *Reporting.*

229. SRC should have disclosed the Action Plan to our affected communities.⁵⁷⁷ Action Plans were to be distributed at least annually.⁵⁷⁸ We never received any action plans, presumably because SRC was not in compliance with the Performance Standards.

B. Other Violations.

230. SRC failed to take “mitigation measures and actions” ensuring that, “[the]project operates in compliance with applicable laws and regulations.” As a result, SRC and the IFC are responsible for the foreseeable resulting violations of applicable laws and regulations. Additionally, the VGGT, OECD Guidelines, and the United Nations Guiding Principles (“UNGP”) hold that since SRC caused and contributed to adverse human rights impacts, it should provide remediation⁵⁷⁹ – including adequate financial compensation to our communities adversely affected. The UNGP also mandates that all corporations respect internationally recognized human rights.⁵⁸⁰ In conclusion, SRC has breached a wide variety of rules, laws, and guidelines.

Part V. Description of the Prior Attempts to Resolve the Dispute.

231. Following the conclusion of the civil war in 2003, the transitional period from 2003 to 2005, and the election of a new president in 2005, the United Nations conducted research on the plantations, including the human rights situation on SRC’s plantation.⁵⁸¹ The United Nations Mission In Liberia (“UNMIL”) and the president of Liberia also established a task force on rubber plantations which published a report on management, human rights, and labor issues on the plantations with a number of recommendations for

⁵⁷⁴ *Id.*

⁵⁷⁵ IFC Performance Standard 1, *supra* note 70, ¶ 23.

⁵⁷⁶ *Id.* at 73-74.

⁵⁷⁷ IFC Performance Standard 1, *supra* note 70, ¶ 26.

⁵⁷⁸ *Id.*

⁵⁷⁹ U.N. Food and Agriculture Organization, *Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries, and Forests in the Context of National Food Security*, ¶ 3.2 (2012) (hereinafter “VGGT”); OHCHR, *UN Guiding principles on business and human rights: implementing the United Nations “Protect, Respect, and Remedy” framework*, GP15 (2011). *See also* OECD, *Guidelines for Multinational Enterprises*, V. Environment, ¶ 5 (2008).

⁵⁸⁰ *See* VGGT, *supra* note 579, ¶ 13.3.

⁵⁸¹ United Nations Mission in Liberia, *Human Rights in Liberia’s Rubber Plantations: Tapping into the Future* (May 2006).

the government.⁵⁸² These recommendations included: standardized contracts, financial management, taxation, questioning land tenure of low use plantations, surveys of the concession areas, and mediations between landowners.⁵⁸³ The government failed to act upon these recommendations.

232. In April 2013, the Liberian NGO Green Advocates International (GAI) visited towns including the town of Yea-Ba-Mah as well as Kuowah-ta in the Kpatolee clan community. During these visits, GA spoke with the community members about the actions carried out by SRC. Citizens of Kpatolee Clan in Salala District, Bong County and Gbafeyin Yea-Ba-Mah Community, Gbarnfhen Clan and Dinnin-ta Clan in, Gibi District, Margibi County, and Kowata Community, Bong County, had previously complained to Green Advocates regarding SRC.
233. In its report “Livelihood Challenges at SRC,” GAI listed a number of complaints brought forward by the community members, such as SRC’s arbitrary destruction of crops and farms, the taking of land by SRC, the lack of compensation and the general intimidation of the local habitants by SRC. In August 2013, SRC published an answer to GA’s report, rejecting all allegations and offering proof of agreements over compensation in individual cases. Green Advocates representing the affected communities suggesting the hiring of an independent third-party verification expert to conduct an independent assessment of the communities’ grievances and concerns. Green Advocates also consulted and included the Ministry of Internal Affairs to help with the mediation efforts but SRC remained non-committal.
234. In April 2017, GA started an inquiry into SRC with the Liberian EPA. The EPA’s answer was received on May, 3 2017, stating that SRC had informed them that there “might be an expansion of the current acreage” when applying for the renewal of their operation permit in 2016. According to the EPA’s letter to GA, they renewed SRC’s permit under the condition that SRC would show “proof of ownership to the land.” In the permit itself, which is available to GA, the following formulation is used: SRC has to “exhibit proof of ownership or community endorsement of acquired land for development prior to commencing planting or development exercise.”
235. The letter of May 2017 ends, however, on the note that SRC did not notify the EPA of plans for further expansion and had not given “proof of ownership” of any potential development area. In its letter, the EPA promises to “take appropriate actions where necessary” to ensure SRC’s compliance with Liberian law.
236. On 23 May 2017, a group consisting of several NGO’s met local community members in Kakata and drafted a report on their observations. They also met with representatives of communities including, for example, Gleagba Town, Garjay Town,

⁵⁸² Yuko Maeda, *Rubber Plantations Need Urgent Remedies, Says Task Force*, UNMIL FOCUS 2:03, 23 (2006), at <https://unmil.unmissions.org/sites/default/files/unmilfocus7.pdf>.

⁵⁸³ *Id.*

Lango Town, and Martin Village at Gleagba Town and held interviews.

Part VI. Requested Next Steps.

237. First and foremost, the CAO should act immediately to ensure our community members' complaints against SRC are not met with reprisals. A public statement from the IFC warning its client, SRC, not to engage into reprisals as it pertains to its operation in Liberia would be welcomed as a clear commitment to its October 2018 Position Statement on Retaliation Against Civil Society and Project Stakeholders. It is our kind request that the CAO intervene to obtain commitments from the IFC that it will also use its leverage to get its client SRC to issue its own public statement that community members, their leaders and human rights defenders will not face reprisals either directly from the SRC or reprisals from the Government of Liberia influenced by the SRC as a result of and activities leading to this complaint. To end the contention and conflict between our communities and SRC, harassment, intimidation, jailing, and violence against our human rights defenders and population must not continue.
238. We request that we accompany you on a transect field walk to show you firsthand the devastation that SRC has inflicted upon our communities.
239. We request that the CAO compliance team, during compliance review, consider the numerous and systemic violations of IFC policy, domestic law, and international law committed that the IFC allowed SRC to commit in the course of its operations.
240. Finally, we request that the CAO refer this case to dispute resolution to produce changes in SRC's current corporate practice, agreements or employment of locals and support to ensure the admission of our children into schools, and funds to support local development projects.
241. **We formally request that the CAO both conduct a thorough investigation during compliance review so that our above-mentioned requests are satisfied.**

Part VII. Conclusion.

242. First and foremost, thank you for your consideration in this sensitive matter. IFC client, SRC has harmed our communities on such a massive and egregious scale. Sadly, the IFC miserably failed to adhere to and follow its own standards and procedures on environmental/social performance in its relationship with its client, SRC, as SRC expanded its rubber operation in Liberia. We have no doubt that the CAO compliance review will find that IFC patently failed to ensure that its client, SRC, adhered to, abided by and was in compliance at all time with the IFC Performance Standards, as this complaint explains in great detail. We appreciate your attention to this important matter, and eagerly await your response.

Sincerely,

Annexes follow.