



NICN/LA/268/2025

Union Attorneys

## CIVIL PROCEDURE FORMS

### Forms of Complaints

#### FORM I

#### GENERAL FORM OF COMPLAINTS OR. 3.R. 1(1), R. 2

#### IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA IN THE LAGOS JUDICIAL DIVISION HOLDEN AT LAGOS

BETWEEN

MR. OLUKAYODE TOGUN

AND

HALLIBURTON ENERGY SERVICES INC.



SUIT NO: NICN/LA/268/2025

CLAIMANT

DEFENDANT

Contact Information of Claimant/Address: Mr. Olukayode Togun of BI Movamo Court, Banana Island, Ikoyi, Lagos c/o Folabi Kuti SAN, Merit Odum Esq., and Francis Obiejesi Esq of Union Attorneys - No. 14B, Amechi Onuoha Crescent Off Goshen Estate Lekki Peninsula Scheme I Lagos.

Telephone Numbers: 08023419644

E-mail Address: [folabikuti@kutilegal.com](mailto:folabikuti@kutilegal.com)

#### PART 2

Name of the Defendant:

##### 1. HALLIBURTON ENERGY SERVICES INC.

Contact Information of Defendant/Address:

Defendant: Halliburton Energy Services Inc.

Address: Plot 90, Ajose Adeogun Street, Victoria Island, Lagos.

Telephone: 09166416739

E-mail Address: [tomide@hotmail.com](mailto:tomide@hotmail.com)

#### STATEMENT OF MATERIAL FACTS, ETC

1. The Claimant was employed by the Defendant's parent company (Halliburton Norway), but was relocated from Halliburton Norway to Nigeria at the Defendant's request to head Business Development for West Africa, Nigeria.
2. The Claimant consistently delivered exceptional performance and profitability for the Defendant.

3. On or about March 2025, the Defendant wrongfully terminated the Claimant's employment under the guise of a global restructuring exercise.
4. The purported redundancy was false, as the Claimant's role continued and was reassigned internally.
5. The termination breached the Claimant's contract, **ILO Convention No. 100, 111, 158, the Petroleum Industry Act 2021, and the 2019 Guidelines for the Release of Staff in the Nigerian Oil and Gas Industry.**
6. The Defendant acted discriminatorily by retaining less qualified expatriates while releasing the Claimant.
7. The dismissal as it stands, threatens to obliterate the Claimant's stocks and other contractual benefits.
8. The Claimant has suffered financial loss, reputational harm, and hardship as a result of the Defendant's actions.

## RELIEFS CLAIMED

The claimant claims against the defendants jointly and severally as follows:

- A. **A Declaration** that the purported termination of the Claimant's employment was unlawful, wrongful, and discriminatory, having been carried out under the guise of redundancy when the Claimant's role continued to exist, and that such conduct constitutes an unfair labour practice in violation of international best practice, the Defendant's internal policies, and the provisions of the **ILO Termination of Employment Convention, 1982, No. 158.**
- B. **A Declaration** that the Defendant's actions in selectively terminating the Claimant's employment while retaining less productive and higher-cost expatriate staff constitute discriminatory treatment contrary to **ILO Conventions Nos. 100 and 111, and a violation of the Claimant's right to equality and freedom from discrimination under Section 42 of the Constitution of the Federal Republic of Nigeria (1999, as amended) and Articles 2, 15, and 19 of the African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act**

**Alternatively,**

- C. **A Declaration** that the constructive dismissal, disengagement of the Claimant in violation of the defendant's policies and procedures and contrary to the Termination of Employment Convention 1982 (No. 158) and Termination of Employment Recommendation, 1982 (No. 166) all of the International Labour Organization, is wrongful, unfair and amounts to unfair labour practice.
- D. **A Declaration** that the Claimant is entitled to the immediate vesting and crystallisation of all outstanding stock units totalling \$100,000 and performance-based awards, or in the alternative, payment of their full cash equivalent, being entitlements earned through his performance and not discretionary benefits.
- E. **A Declaration** that the Claimant is entitled to his early retirement entitlement (ASP) in the sum of **kr1,500,000** (or its naira or dollar equivalent), together with all associated taxes and costs.

- F. **A Declaration** that the Claimant is entitled to a severance package reflecting the premature loss of ten years of service, assessed at not less than thirty-six (36) months' salary, grossed up for tax obligations, or in the alternative, sixty (60) months' salary where the Claimant bears his own taxes.
- G. **A Declaration** that the Claimant is entitled to reimbursement of all relocation and settlement costs incurred in Nigeria, to the tune of ~~₦~~100,000,000, being expenses reasonably incurred at the Defendant's request and for its benefit.
- H. **An Order** directing the Defendants to compute, confirm, and pay to the Claimant all the sums due under prayers **C** to **F** above, with interest thereon at the rate of 10% per annum from the date of judgment until full liquidation.
- I. **General Damages** in the sum of \$250,000,000 (Two Hundred and Fifty Million United States Dollars) for the wrongful and discriminatory termination of the Claimant's employment, loss of income, reputational injury, and consequential hardship.
- J. **Cost of this Action** assessed at ~~₦~~25,000,000 (Twenty-Five Million Naira) as reasonable legal expenses.
- K. **Interest** on the above sums at the rate of 10% per annum from the date judgment is delivered in this suit until the total sum is fully paid.
- L. **AND** for such further order or other order as the Honorable court may deem fit to make in the circumstance.

#### SCHEDULE OF DOCUMENTS TO BE USED AT TRIAL:

I. \_\_\_\_\_

You are hereby commanded that within **FOURTEEN DAYS** after the service of this Complaint on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of the claimant and take notice that default of your so doing the Claimant may proceed therein, and judgment may be given in your absence.

DATED this 30<sup>th</sup> day of October 2025

By order of the Court  
ISSA I. (MRS)  
 Registrar

HIGHER EXECUTIVE OFFICER

MEMORANDUM TO BE SUBSCRIBED ON THE COMPLAINT

**N.B.** This Complaint is to be served within six calendar months from the date thereof, or, if renewed, within three calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The Defendant may enter appearance personally or by legal practitioner either by handing in the appropriate forms, duly completed, at the Registry of the National Industrial Court of the

Judicial Division in which the action is brought or by sending them to the Registrar by registered post or as provided in Order 7, Rule 1 of these Rules.

The Claimant's claim is for: See **Reliefs A to K** above.

The Complaint was issued by **Folabi Kuti SAN, Francis Obiejesi Esq., Merit Odum Esq.** of **Union Attorneys** whose address for service is **No. 14B, Amechi Onuoha Crescent, Off Goshen Estate, Lekki Peninsula Scheme 1, Lagos State**, Legal Practitioner for the said Claimant.

Endorsement to be made on copy of Complaint forthwith after service.

This Complaint was served by me at ..... on the Defendant (here insert mode of service) on the ..... day of ..... 2025

Endorsed the ..... day of ..... 2025

Signed .....

Address .....

**NOTE:**

- a. Heading and Title — If the matter relates to any inter or intra Union dispute the Complaint must be headed: "In the Matter of the Trade Union Act" In the Matter of Inter (or Intra) Union Dispute: "In the matter of.....Union (in the case of intra Union dispute) Between.....Union (if inter-union dispute) or ..... (individual(s) and capacity in which he/she is or they are suing, if intra Union) And.....Union (if inter Union dispute) or .....(individual(s) and capacity in which he/she is or they are suing (if intra Union dispute)
- b. Endorsements of Claim — If the claimant sues, or defendant/respondent is sued, in a representative capacity, the endorsement must state in what capacity the claimant sues or the defendant/respondent is sued. See Or.4 r.2. If the claim is for a debt or liquidated demand only, the Endorsement, even though not special, must strictly comply with the provisions of 0.4.r.3, including a claim for four day's costs.
- c. Address for Service - see Or.4.r.4.sr. (5) & (6) and Or.4.r.5. The address must be within the jurisdiction.
- d. Address of Claimant - In the case of company in liquidation the claimant's address should run "..... claimants, who are a company in liquidation. The liquidator is (name of liquidator)". In the case of a foreign corporation within the meaning of part 10 of the Companies and Allied Matters Act, the claimant's address should run thus: "..... Claimants, who are a foreign corporation within the meaning of the Companies and Allied Matter Act. The registered name and address of the person to be served are.....(here add registered name and address)".
- e. Endorsement of Service - See Or.7: r.1 sr.7, 14; r. 2 sr.14 , 15, and 16. Before the Complaint is issued the following certificate must be indorsed on it:

**The Registry, National Industrial Court of Nigeria.**

Union Attorneys

In the Lagos Judicial Division

A sufficient affidavit in verification of the endorsement on this Complaint to authorize the sealing thereof had been produced to me this.....<sup>30th</sup> Day of.....<sup>October</sup>.....2025

.....<sup>30th</sup>.....  
Signature of Registrar

OSIN (MRS)  
HIGHER EXECUTIVE OFFICER

**FORM 1A**

**IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS**

**SUIT NO: NICN/LA/ /2025**

**BETWEEN****MR. OLUKAYODE TOGUN****-****CLAIMANT****AND****HALLIBURTON ENERGY SERVICES INC.****-****DEFENDANT****SCHEDULE OF DOCUMENTS: ADMISSIBLE/NON-ADMISSIBLE**

| <i>S/No</i> | <i>Description of Documents</i>                                                                              | <i>Admissible</i> | <i>Non-Admissible</i> |
|-------------|--------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|
| 1.          | The Claimant's Letter of Employment with the Defendant                                                       |                   |                       |
| 2.          | The Claimant's Long-Term Expatriate Assignment Agreement dated 1 September 2024.                             |                   |                       |
| 3.          | The Claimant's Long Term Incentive Award and accompanying Restricted Stock Unit Agreement dated 23 May 2025. |                   |                       |
| 4.          | The Claimant's Summons to the Individual Consultation Meeting dated 22 September 2025.                       |                   |                       |
| 5.          | The Claimant's Separation Agreement                                                                          |                   |                       |
| 6.          | The Claimant's Minutes of the Consultation Meeting dated 25 September 2025.                                  |                   |                       |
| 7.          | The Claimant's email correspondence with the Defendant dated 30 September 2025.                              |                   |                       |
| 8.          | The Claimant's Halliburton Company Stock and Incentive Plan Handbook dated 15 May 2024.                      |                   |                       |
| 9.          | The Claimant's Letter Before Action dated 3 October 2025.                                                    |                   |                       |
| 10.         | Email exchanges with the Defendant's MD/Vice President etc post-receipt of the Letter Before Action          |                   |                       |

Dated the 29<sup>th</sup> day of October, 2025



✓ Folabi Kutl SAN  
Francis Obiejesi Esq.  
Merit Odom  
Union Attorneys  
Plaintiff's Counsel  
No. 14B, Amechi Onuoha Crescent  
Off Goshen Estate  
Lekki Peninsula Scheme I  
Lagos.  
folabikuti@kutilegal.com  
unionattorneys@kutilegal.com  
08023419644

**FOR SERVICE ON:**

The Defendant  
Halliburton Energy Services Inc.  
Plot 90, Ajoye Adeogun Street  
Victoria Island, Lagos.  
tomide@hotmail.com

**IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS**

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**SUIT NO: NICN/LA/ /2025**

**BETWEEN**

**MR. OLUKAYODE TOGUN - CLAIMANT**

**AND**

**HALLIBURTON ENERGY SERVICES INC. - DEFENDANT**

**STATEMENT OF FACTS**

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*The Claimant*

1. The Claimant is a senior business development and commercial executive employed within the Halliburton group. He is a dual citizen of both Norway and Nigeria, and was resident in Norway prior to his relocation to Nigeria in September 2024. He had been in the Halliburton group for twelve years by the time of the events of this suit.

*The Defendant*

2. The Defendant is Halliburton Energy Services Inc., a multinational oilfield services company incorporated under the laws of the United States of America, with substantial operations in over 70 countries globally, including Norway and Nigeria through its subsidiaries, Halliburton AS, and Halliburton Energy Services Nigeria Limited, respectively, with registered office in jurisdiction situate at Plot 90, Ajose Adeogun Street, Victoria Island, Lagos.

*The Relationship Between the Parties*

3. The Claimant avers that he worked for the Defendant and its group companies, being employed specifically by Halliburton Energy Services from July 2013 to January 2019 and Halliburton AS from February 2019 to date, while the Halliburton Group centrally controlled policies, compensation practices and major employment decisions affecting their global operation. ***The Claimant shall rely on his Letter of Employment with the Defendant, at the trial of this suit.***
4. On or about September 2024, the Claimant accepted an instruction and inducement from Halliburton senior leadership to relocate from Norway to Nigeria to assume the role of Group Business Development Manager, Nigeria, which was a senior appointment described internally as the second-in-command in Nigeria. The inducement included express representations by senior Company officers (including the Company President and Vice-President) that the Claimant was the best candidate for the role and that the move would be made with appropriate expatriate terms.

5. Prior to his relocation the Claimant made repeated enquiries about the contractual terms of his relocation. Firstly, the Defendant offered him a Naira salary. Naturally, due to the Claimant's nationality, along with his employment from the Defendant's Norwegian and not Nigerian office, declined this.
6. After this pushback, the Claimant was eventually given to understand that he would be provided expatriate benefits consistent with his seniority. However, he was provided only a reduced 'semi-expatriate', from which core expatriate benefits had been removed. ***The Claimant shall rely on the Long-Term Expatriate Assignment Agreement dated 1 September, 2024, at the trial of this suit.***

*The Claimant's Ordeals and Discriminated Termination*

7. The Claimant did not relocate lightly. His family was resident in Norway and the relocation involved substantial personal and financial sacrifice. In reliance on the Defendant's representations and on the understanding that he would be deployed on fair expatriate terms, the Claimant relocated to Nigeria in September 2024 and personally rented and furnished an executive residence in Banana Island, Lagos at a cost in excess of **₦100,000,000** (one hundred million naira) to preserve the status and business profile necessary for his role.
8. The Claimant avers that this displays a clear two-tier treatment: While other foreign assignees (even below him) were afforded full expatriate packages (including housing, schooling and hardship allowances and repatriation benefits), the Claimant was denied such treatment on the ground of nationality.
9. The differential treatment even extended to travel concessions and family return flights, which were concessions provided to other expatriates but not to the Claimant. Furthermore, the Defendant also paid an approximate uplift of 30% on base salary to other expatriates assignees while deliberately withholding the same from the Claimant.
10. Essentially, the Claimant was told that because he was (also) Nigerian he would not be treated like other expatriates.
11. The removal of these benefits had immediate economic impact and placed the Claimant at a material disadvantage to his expatriate counterparts.
12. Despite these hardships, throughout his time in Nigeria the Claimant performed at a high level and delivered measurable commercial results, such as when he led and secured the Sunlink JV / HI project, contracted in February 2025, with a contract value worth **\$45 million**.
13. The Claimant avers that under his leadership, Nigeria became one of the few operating jurisdictions showing positive year-on-year growth (a projected year-on-year uplift) and projected profits in excess of **\$30 million** for 2025. Senior executives, including global leaders present in Dallas in early 2025, personally acknowledged and congratulated the Claimant on these successes.
14. In recognition for his dedicated service and stellar performance, Mr. Jeffrey A. Miller, the President and Chief Executive Officer of Halliburton Group wrote to the Claimant,

congratulating him for his service, and informing him of his selection for the Long Term Incentive Award, following the approval of the Halliburton Company Stock and Incentive Plan. ***The Claimant shall rely on the Long Term Incentive Award and accompanying Restricted Stock Unit Agreement, dated 23 May 2025, at the trial of this suit.***

15. In mid/late-2025 The Defendant announced a series of global cost-containment measures, citing emergent losses across multiple jurisdictions, including North America, Saudi Arabia and Norway which led to a need to reduce headcount.
16. The Defendant informed employees that these were global cutbacks designed to align the organisation to future market conditions. As a result, the Defendant identified certain posts as 'potentially redundant' and initiated a consultation process.
17. The Claimant avers that while on official assignment in Abuja meeting a client, the Claimant was informed by his immediate superior to expect a termination letter from the Senior Regional HR Head, as his post was one of the ones considered potentially redundant, and his position was allegedly being dissolved.
18. On 23 September 2025, the Defendant served the Claimant formal notice and a summons to an individual consultation meeting pursuant to applicable consultation protocol (the summons and email being sent by Ms Leslie Garcia, the said Senior Regional HR). ***The Claimant shall rely on the Summons to the Individual Consultation Meeting dated 22 September, 2025, at the trial of this suit.***
19. In addition to this, the email also contained a draft 'enhanced separation agreement' for the Claimant to consider, with them being the ideal terms the Defendant wished to terminate the Claimant's employment under. This severance computation was based on the Claimant's former Norwegian contract, offering two months' pay for each of the Claimant's six years of prior service (12 months), in addition to a 'good faith' payment in lieu of notice (3 months). This amounted to 15 months in total. ***The Claimant shall rely on the Separation Agreement, at the trial of this suit***
20. The Claimant avers that under standard protocol, any termination of his role would have required both the Nigeria and Norway leadership to jointly confirm that his position was redundant. However, no such joint determination was ever made.
21. Despite this, at the said meeting on 25 September, 2025, the Defendant informed the Claimant that his role was likely to be made redundant. In an attempt to justify its decision, the Defendant stated that there was a global profit compression, excessive personnel costs in Nigeria, and that the Company's organisational structure had become "top-heavy".
22. The Claimant rejected these explanations as pretextual, noting that Nigeria was among Halliburton's most profitable and fastest-growing regions, and under his leadership, had a projected 30% year-on-year growth trajectory, along with an executed integrated project worth approximately \$45 million.
23. Despite this, the Claimant was told by senior management that the Vice-President (Mr Deepak Khurana) would absorb the Claimant's duties – an admission that was a frank

acknowledgment that the functional responsibilities entrusted to the Claimant would survive his removal and would be redistributed elsewhere.

24. Naturally, such a move contradicted any genuine claim of redundancy, as the continued existence of the role (albeit reassigned) demonstrated that the work itself persisted.
25. Furthermore, the Claimant further avers that several higher-cost expatriate positions below him, held by individuals less familiar with the Nigerian market, were retained, confirming that his removal was targeted and discriminatory.
26. Consequently, the Claimant asked why, if absorption was feasible at his own level, the Company would not instead consolidate lower-cost, less productive, or disproportionately expensive roles occupied by other expatriates. This query was not resolved.
27. The Claimant avers that during the same meeting, he was offered several demoted roles, each three or four levels below his current rank, which would involve substantive diminution in status, responsibility and remuneration. He rejected these offers as inconsistent with both his contract and the purpose of the meeting, which had been convened for termination discussions. **The Claimant shall rely on the Minutes of the Consultation Meeting dated 25 September 2025, at the trial of this suit.**
28. With reference to the separation agreement, the Claimant described the Defendant's approach as commercially unreasonable and inconsistent with The Defendant's executive severance practices.
29. Consequently, the Claimant made a structured counterproposal, seeking either reinstatement or proper closure of his employment on fair terms. Specifically, he requested:
  - i. Full vesting and crystallisation of all outstanding stock and performance units;
  - ii. Payment of all outstanding annual share entitlements and earned salary;
  - iii. Reimbursement of relocation and settlement costs incurred in Nigeria, estimated at **₦100 million**;
  - iv. Payment of his Norwegian early retirement package (AFP) entitlement of approximately **kr1.5 million** or its U.S. dollar equivalent; and
  - v. A severance package equivalent to either thirty-six (36) months' salary grossed up for taxes or, in the alternative, sixty (60) months' net salary, in compensation for the premature loss of ten (10) years of predictable service and income.
30. Rather than engage constructively with the Claimant's proposals however, the Defendant (through Ms Leslie Garcia and other senior personnel) communicated a take-it-or-leave-it stance.
31. The Claimant avers that by letter dated 30 September 2025 the Defendant stated that the offer "was not a mutual agreement," that the contents were "not negotiable," and gave an immediate deadline for acceptance. **The Claimant shall rely on the email correspondence with the Defendant dated 30 September 2025, at the trial of this suit.**

32. Naturally, the Claimant rejected the offer on the basis that it did not reflect his full service, seniority, the true measure of his loss, nor the discriminatory circumstances surrounding the Defendant's conduct.
33. Consequently, the Defendant proceeded to unilaterally terminate the Claimant's employment, while retaining his subordinates and contemporaries in equivalent or even less productive positions, finally demonstrating that the redundancy was in fact, neither genuine nor fairly implemented.
34. Contemporaneously with the consultation, the Claimant's long-term incentive entitlements became the subject of adverse manoeuvres by the Defendant. Under the Restricted Stock Unit Agreement executed on 23 May 2025, vesting of certain awards was tied to continued employment and to qualifying termination events, with the Compensation Committee retaining a measure of discretion in certain circumstances.
35. Furthermore, the Agreement, along with the Company's Stock and Incentive Plan Handbook, provided that in cases of retirement, death, or disability, vesting would be preserved, and even in other circumstances, the Compensation Committee retained discretion to accelerate vesting in the interests of fairness. ***The Claimant shall plead and rely on the Halliburton Company Stock And Incentive Plan Handbook dated 15 May 2024.***
36. However, the Defendant threatened that unless the Claimant accepted its unilateral separation terms all unvested stock units would be forfeited. This amounted to the conversion of performance-based reward to a bargaining chip.
37. The Claimant avers that another material aspect of the Defendant's termination strategy was a deliberate attempt to deny the Claimant the benefit of the so-called 'Rule of 70' (a common vesting rule under which age plus years of service reaching 70 triggers vesting).
38. The Claimant, then aged 52 with twelve years (or, on alternative reasonable calculations, seven years at his last role in Norway) of Company service, was fast-approaching the relevant threshold.
39. The Defendant, instead of recognising the approaching milestone, identified the Claimant as a target and sought to deny vesting, thereby treating his accrued stock rights as a source of cost-saving rather than as earned remuneration.
40. It is well established that where termination is wrongful or amounts to constructive dismissal, the employee should not be penalised by forfeiture of accrued or accruable benefits. Consequently, the Claimant sought immediate crystallisation of his unvested units or immediate cash-equivalent payment. The Defendant refused.
41. It is quite shocking, when observing the situation with a wide lense, to note that even within Nigeria, the Claimant was strategically targeted. No member of the management team reporting directly to the Managing Director was released in the preceding eleven months to the Claimant's dismissal. Not even expatriates drawing significantly higher remuneration. The Claimant was the only senior executive affected by this allegedly global cust-cutting endeavour, despite being one of the top contributors to the Defendant's 2024–2025 growth metrics.

42. Furthermore, the Defendant retained the locally created role of "New Venture and Local Content Manager", which duplicated functions already covered by the Claimant's Business Development portfolio. This position, unique to Nigeria and not recognised globally, was occupied by an employee who had been in post for over twenty years and was, by the Company's own payroll records, the highest-paid Nigerian staff member. **The Defendant is hereby put on notice to provide a certified true copy of the payroll for Halliburton Energy Services Nigeria Limited, for the 2024/2025.**
43. If cost-saving had been the true objective, that role, and not the Claimant's, would have been the rational candidate for consolidation. The Defendant's decision to protect the local role while eliminating a globally aligned leadership position once more demonstrates conscious bias and lack of objective reasoning.
44. The Claimant avers that despite repeated written communications and detailed proposals, The Defendant refused to meet the Claimant's reasonable requests for redress and declined to accede to the key elements of his counter-offer. The Defendant maintained that the so-called "global restructuring" justified his termination, and further asserted that the sums offered in its separation computation represented full and final settlement of all obligations, and no severance policy or additional liability existed beyond that computation. **The Claimant shall rely on their Letter Before Action dated 3 October 2025, at the trial of this suit.**
45. In doing so, the Defendant deliberately ignored the obligations it owed to the Claimant, including those arising under the Company's internal governance documents and international labour standards.

#### *Particulars of Wrongful and Constructive Dismissal*

46. The termination of the Claimant's employment was wrongful, unlawful, and in breach of both contractual and statutory obligations, as the Defendants had no valid reason to terminate the Claimant, connected with his conduct or any genuine operational necessity.
47. The so-called "global restructuring" relied upon as justification was a sham, as the Claimant's division in Nigeria remained profitable and was in fact designated a growth business. It is therefore quite clear that the purported redundancy was therefore a pretext used to disguise a discriminatory and targeted removal of the Claimant.
48. Furthermore, the Defendant's conduct ran counter to **ILO Conventions No. 100 and No. 111** (equal remuneration and prohibition of discrimination) and **No. 158** (protection against unfair dismissal). Also, their actions are inconsistent with the Claimant's rights under **Section 42 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended)**
49. In further confirmation of the constructive nature of the dismissal, the Defendant presented the Claimant with the aforementioned Separation Agreement which it expressly stated was not a mutual agreement, but a unilateral offer based on his role being declared redundant. The Defendant further informed the Claimant that the contents of the agreement were "not negotiable" and that he was required to sign it by noon on 30 September, 2025, less than a week after receipt. The said agreement contained

substantially unfavourable terms, including reduced severance, forfeiture of accrued rights, and demotion to a markedly inferior role, all presented under duress and without any opportunity for meaningful consultation or negotiation.

50. In addition to this, running contrary to the statutory and regulatory framework governing employment in Nigeria's petroleum sector, the Defendant failed to obtain the prior written consent of the Honourable Minister of Petroleum Resources before purporting to terminate the Claimant's employment. Under the **Petroleum Industry Act 2021**, and the **Guidelines for the Release of Staff in the Nigerian Oil and Gas Industry (2019)**, no employee of a company operating in the sector may be released, whether by termination or redundancy, without such ministerial consent. The Defendant's failure to comply with this mandatory requirement renders the purported termination null, void, and of no legal effect.
51. In light of all the foregoing, it goes without saying, that the Defendant's actions constituted constructive dismissal, in that the Claimant was pressured to accept 'alternative' lower-ranked roles which were humiliating, and his accrued benefits were threatened with forfeiture unless he accepted the Defendant's oppressive and predetermined conditions. Taken cumulatively, these acts amount to a repudiatory breach of contract and clear constructive dismissal.

*Claim for Damages and Reliefs Sought*

52. By reason of the Defendant's conduct, the Claimant has suffered and continues to suffer grave financial, professional, and reputational loss, including but not limited to:
- i. loss of ten years of projected income and pension accrual to his early retirement age of 62;
  - ii. loss of vested and unvested share awards and performance incentives;
  - iii. non-payment of accrued benefits in kind and severance entitlements;
  - iv. substantial relocation and settlement expenses personally incurred in Nigeria at the Defendant's request;
  - v. and the loss of career prospects and standing in the international oil and gas sector occasioned by his wrongful and discriminatory dismissal.
53. The Claimant further avers that but for the unlawful actions of the Defendant, he would not have retained the services of Messrs. Union Attorneys to file this action on its behalf, and incur legal costs. ***The Claimant shall rely on payment advice detailing sums paid to Messrs. Union Attorneys, at the trial of this suit.***
54. Rather than comply with the terms of the Claimant's letter before action inviting the Defendant to accede to the demands of the Claimant's letter before action, chiefly seeking the strict compliance of the Defendant with due process, corporate best practices, and/or international labour standards, the Defendant, through its Counsel, Dentons ACAS-Law, jettisoned the Claimant's demands, claiming same to be '*false, misleading and wholly without factual or legal foundation*' vide letter dated 24 October 2025.
55. The Claimant avers that all electronically generated documents afore-referred were produced from an official computer (HP, with Windows 10 Operating System) and laser jet printer during a period over which the said computer and printer was regularly used

to receive, store, send, print, and process information for activities carried out over that period. The Claimant also avers that over the said period, there were regularly supplied to the said computer in the ordinary course of its activities, information of the kind contained in the documents aforesaid from which the information so contained is derived. Throughout the aforesaid period, the computer was operating properly and was in good working condition. The information contained in the documents were derived from the information supplied to the computer in the ordinary course of those activities.

56. The Defendant is hereby put on notice to produce the originals of all the documents pleaded in this suit at trial.

57. **WHEREOF** the Claimant claim against the Defendant as follows:

- A. **A Declaration** that the purported termination of the Claimant's employment was unlawful, wrongful, and discriminatory, having been carried out under the guise of redundancy when the Claimant's role continued to exist, and that such conduct constitutes an unfair labour practice in violation of international best practice, the Defendant's internal policies, and the provisions of the ILO Termination of Employment Convention, 1982 (No. 158).
- B. **A Declaration** that the Defendant's actions in selectively terminating the Claimant's employment while retaining less productive and higher-cost expatriate staff constitute discriminatory treatment contrary to **ILO Conventions Nos. 100 and 111**, and a violation of the Claimant's right to equality and freedom from discrimination under **Section 42 of the Constitution of the Federal Republic of Nigeria (1999, as amended)** and **Articles 2, 15, and 19 of the African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act**

**Alternatively,**

- C. **A Declaration** that the constructive dismissal, disengagement of the Claimant in violation of the defendant's policies and procedures and contrary to the Termination of Employment Convention 1982 (No. 158) and Termination of Employment Recommendation, 1982 (No. 166) all of the International Labour Organization, is wrongful, unfair and amounts to unfair labour practice.
- D. **A Declaration** that the Claimant is entitled to the immediate vesting and crystallisation of all outstanding stock units of about \$100,000 and performance-based awards, or in the alternative, payment of their full cash equivalent, being entitlements earned through his performance and not discretionary benefits.
- E. **A Declaration** that the Claimant is entitled to his early retirement entitlement (AFP) in the sum of **kr1,500,000** (One Million Five Hundred Thousand Norwegian Kroner) (or its Naira or Dollar equivalent), together with all associated taxes and costs.
- F. **A Declaration** that the Claimant is entitled to a severance package reflecting the premature loss of ten years of service, assessed at not less than thirty-six (36) months' salary, grossed up for tax obligations, or in the alternative, sixty (60) months' salary where the Claimant bears his own taxes.

- G. **A Declaration** that the Claimant is entitled to reimbursement of all relocation and settlement costs incurred in Nigeria, to the tune of **₦100,000,000** (One Hundred Million Naira), being expenses reasonably incurred at the Defendants' request and for their benefit.
- H. **An Order** directing the Defendants to compute, confirm, and pay to the Claimant all the sums due under prayers **C** to **F** above, with interest thereon at the rate of 10% per annum from the date of judgment until full liquidation.
- I. **General Damages** in the sum of **\$250,000,000** (Two Hundred and Fifty Million United States Dollars) for the wrongful and discriminatory termination of the Claimant's employment, loss of income, reputational injury, and consequential hardship.
- J. **Cost of this Action** assessed at **₦25,000,000** (Twenty-Five Million Naira) as reasonable legal expenses.
- K. **Interest** on the above sums at the rate of 10% per annum from the date judgment is delivered in this suit until the total sum is fully paid.
- L. **AND** for such further order or other order as the Honorable court may deem fit to make in the circumstance.

**Compliance with the National Industrial Court of Nigeria (Filing of Applications/Motions in Trade Union Matters and Marking of Exhibits) Practice Directions (No. 1) 2022**

58. The following documents are original:

- (a) The Claimant's Letter of Employment dated (Exhibit 1).

59. The following documents are photocopies:

- (a) The Claimant's Long-Term Expatriate Assignment Agreement dated 1 September 2024. (Exhibit 2)
- (b) The Claimant's Long-Term Incentive Award and accompanying Restricted Stock Unit Agreement dated 23 May 2025. (Exhibit 3).
- (c) The Claimant's Summons to the Individual Consultation Meeting dated 22 September 2025. (Exhibit 4).
- (d) The Claimant's Separation Agreement (Exhibit 5).
- (e) The Claimant's Minutes of the Consultation Meeting dated 25 September 2025. (Exhibit 6).
- (f) The Claimant's Halliburton Company Stock and Incentive Plan Handbook dated 15 May 2024. (Exhibit 7).
- (g) The Claimant's Letter Before Action dated 3 October 2025. (Exhibit 8).

60. The Claimant relies on the above-listed photocopies for the following reasons:

- (a) The originals of the some of the photocopies being relied upon are in the possession of the Defendant, having been issued to the Defendant by the Claimant and/or his solicitors. The Defendant is hereby put on notice to produce the originals of these

documents in its possession as listed above. Some others cannot be readily located by the Claimant.

(b) However, the Claimant avers that the photocopies are a replica of the original.

61. The following documents are computer-generated:

(a) The Claimant's email correspondence with the Defendant dated 30 September 2025 (**Exhibit 9**).

(b) Email exchanges with the Defendant's MD/Vice President etc post-recipt of the Letter Before Action (**Exhibit 10**).

62. The Claimant avers that all electronically generated documents afore-referred were produced from his personal computer (HP, with Windows 10 Operating System) and laser jet printer during a period over which the said computer and printer was regularly used to receive, store, send, print, and process information for activities carried out over that period. The Claimant also avers that over the said period, there were regularly supplied to the said computer in the ordinary course of its activities, information of the kind contained in the documents aforesaid from which the information so contained is derived. Throughout the aforesaid period, the computer was operating properly and was in good working condition. The information contained in the documents were derived from the information supplied to the computer in the ordinary course of those activities.

Dated the 29<sup>th</sup> day of October, 2025



  
✓ Folabi Kutu SAN  
Francis Oblesesi Esq.  
Morit Odum Esq.  
Union Attorneys  
Plaintiff's Counsel  
No. 14B, Amechi Onuoha Crescent  
Off Goshan Estate  
Lekki Peninsula Scheme 1  
Lagos.  
folabikutu@kutilegal.com  
unionattorneys@kutilegal.com  
08023419644

**FOR SERVICE ON:**

The Defendant  
Halliburton Energy Services Inc.  
Plot 90, Ajose Adeogun Street  
Victoria Island, Lagos.  
[tomide@hotmail.com](mailto:tomide@hotmail.com)

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO: NICN/LA/ /2025

BETWEEN

MR. OLUKAYODE TOGUN - CLAIMANT

AND

HALLIBURTON ENERGY SERVICES INC. - DEFENDANT

CLAIMANT'S LIST OF WITNESS

1. Mr. Olukayode Togun
2. Other Witness(es) to be subpoenaed

Dated the 25/15 day of October, 2025



✓ Folabi Kuti SAN  
Francis Obiejesi Esq.  
Merit Odum Esq.  
Union Attorneys  
Plaintiff's Counsel

No. 14B, Amechi Onuoha Crescent  
Off Goshen Estate  
Lekki Peninsula Scheme I  
Lagos.

folabikuti@kutilegal.com  
unionattorneys@kutilegal.com  
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**SUIT NO: NICN/LA/ /2025**

**BETWEEN**

**MR. OLUKAYODE TOGUN - CLAIMANT**

**AND**

**HALLIBURTON ENERGY SERVICES INC. - DEFENDANT**

**WRITTEN STATEMENT ON OATH OF OLUKAYODE AKINTOMIDE  
TOGUN**

I, **Olukayode Akintomide Togun**, Adult, Male, dual citizen of Nigeria and Norway, residing at BI Movamo Court, Banana Island, Ikoyi, Lagos, do hereby make oath and state as follows:

### The Claimant

1. The Claimant is a senior business development and commercial executive employed within the Halliburton group. He is a dual citizen of both Norway and Nigeria, and was resident in Norway prior to his relocation to Nigeria in September 2024. He had been in the Halliburton group for twelve years by the time of the events of this suit.

### The Defendant

2. The Defendant is Halliburton Energy Services Inc., a multinational oilfield services company incorporated under the laws of the United States of America, with substantial operations in over 70 countries globally, including Norway and Nigeria through its subsidiaries, Halliburton AS, and Halliburton Energy Services Nigeria Limited, respectively, with registered office in jurisdiction situate at Plot 90, Ajose Adeogun Street, Victoria Island, Lagos.

*The relationship between the parties*

3. I aver that I worked for the Defendant and its group companies. I was employed specifically by Halliburton AS in Norway, but the Halliburton Group centrally controlled policies, compensation practices, and major employment decisions affecting their global operation. ***Now produced and shown to me is the Letter of Employment with the Defendant Dated \_\_\_\_.***
4. On or about September 2024, I accepted an instruction and inducement from Halliburton senior leadership to relocate from Norway to Nigeria to assume the role of Group

Business Development Manager, Nigeria. This was a senior appointment described internally as the second-in-command in Nigeria. The inducement included express representations by senior Company officers (including the Company President and Vice-President) that I was the best candidate for the role and that the move would be made with appropriate expatriate terms.

5. Prior to my relocation, I made repeated enquiries about the contractual terms of my relocation. Firstly, the Defendant offered me a Naira salary. Naturally, due to my nationality, along with my employment being from the Defendant's Norwegian and not Nigerian office, I declined this.
6. After this pushback, I was eventually given to understand that I would be provided expatriate benefits consistent with my seniority. However, I was provided only a reduced 'semi-expatriate' package, from which core expatriate benefits had been removed. **Now produced and shown to me is the Long-Term Expatriate Assignment Agreement dated 1 September 2024.**

#### *My Ordeals and Discriminated Termination*

5. I did not relocate lightly. My family was resident in Norway, and the relocation involved substantial personal and financial sacrifice. In reliance on the Defendant's representations and on the understanding that I would be deployed on fair expatriate terms, I relocated to Nigeria in September 2024 and personally rented and furnished an executive residence in Banana Island, Lagos at a cost in excess of **₦100,000,000** (one hundred million naira) to preserve the status and business profile necessary for my role.
6. I aver that this displays a clear two-tier treatment: While other foreign assignees (even below me) were afforded full expatriate packages (including housing, schooling and hardship allowances and repatriation benefits), I was denied such treatment on the ground of nationality.
7. The differential treatment even extended to travel concessions and family return flights, which were concessions provided to other expatriates but not to me. Furthermore, the Defendant also paid an approximate uplift of **30%** on base salary to other expatriate assignees while deliberately withholding the same from me.
8. Essentially, I was told that because I was (also) Nigerian, I would not be treated like other expatriates.
9. The removal of these benefits had immediate economic impact and placed me at a material disadvantage to my expatriate counterparts.
10. Despite these hardships, throughout my time in Nigeria, I performed at a high level and delivered measurable commercial results, such as when I led and secured the Sunlink JV / HI project, contracted in February 2025, with a contract value worth **\$45 million**.

11. I aver that under my leadership, Nigeria became one of the few operating jurisdictions showing positive year-on-year growth (a projected year-on-year uplift) and projected profits in excess of **\$30 million** for 2025. Senior executives, including global leaders present in Dallas in early 2025, personally acknowledged and congratulated me on these successes.
12. In recognition for my dedicated service and stellar performance, Mr. Jeffrey A. Miller, the President and Chief Executive Officer of Halliburton Group wrote to me, congratulating me for my service, and informing me of my selection for the Long Term Incentive Award, following the approval of the Halliburton Company Stock and Incentive Plan. **Now produced and shown to me is the Long Term Incentive Award and accompanying Restricted Stock Unit Agreement, dated 23 May 2025.**
13. In mid/late-2025 the Defendant announced a series of global cost-containment measures, citing emergent losses across multiple jurisdictions, including North America, Saudi Arabia and Norway, which led to a need to reduce headcount.
14. The Defendant informed employees that these were global cutbacks designed to align the organisation to future market conditions. As a result, the Defendant identified certain posts as 'potentially redundant' and initiated a consultation process.
15. I aver that while on official assignment in Abuja meeting a client, I was informed by my immediate superior to expect a termination letter from the Senior Regional HR Head, as my post was one of the ones considered potentially redundant, and my position was allegedly being dissolved.
16. On 23 September 2025, the Defendant served me formal notice and a summons to an individual consultation meeting pursuant to applicable consultation protocol (the summons and email being sent by Ms Leslie Garcia, the said Senior Regional HR). **Now produced and shown to me is the Summons to the Individual Consultation Meeting dated 22 September 2025.**
17. In addition to this, the email also contained a draft 'enhanced separation agreement' for me to consider, with them being the ideal terms the Defendant wished to terminate my employment under. This severance computation was based on my former Norwegian contract, offering two months' pay for each of my six years of prior service (12 months), in addition to a 'good faith' payment in lieu of notice (3 months). This amounted to 15 months in total. Now produced and shown to me is the Separation Agreement (Date not specified in text).
18. I aver that under standard protocol, any termination of my role would have required both the Nigeria and Norway leadership to jointly confirm that my position was redundant. However, no such joint determination was ever made.
19. Despite this, at the said meeting on 25 September, 2025, the Defendant informed me that my role was likely to be made redundant. In an attempt to justify its decision, the

Defendant stated that there was a global profit compression, excessive personnel costs in Nigeria, and that the Company's organisational structure had become "top heavy."

20. I rejected these explanations as pretextual, noting that Nigeria was among Halliburton's most profitable and fastest-growing regions, and under my leadership, had a projected 30% year-on-year growth trajectory, along with an executed integrated project worth approximately **\$45 million**.
21. Despite this, I was told by senior management that the Vice-President (Mr. Deepak Khurana) would absorb my duties – an admission that was a frank acknowledgment that the functional responsibilities entrusted to me would survive my removal and would be redistributed elsewhere.
22. Naturally, such a move contradicted any genuine claim of redundancy, as the continued existence of the role (albeit reassigned) demonstrated that the work itself persisted.
23. Furthermore, I further aver that several higher-cost expatriate positions below me, held by individuals less familiar with the Nigerian market, were retained, confirming that my removal was targeted and discriminatory.
24. Consequently, I asked why, if absorption was feasible at my own level, the Company would not instead consolidate lower-cost, less productive, or disproportionately expensive roles occupied by other expatriates. This query was not resolved.
25. I aver that during the same meeting, I was offered several demoted roles, each three or four levels below my current rank, which would involve substantive diminution in status, responsibility and remuneration. I rejected these offers as inconsistent with both my contract and the purpose of the meeting, which had been convened for termination discussions. ***Now produced and shown to me are the Minutes of the Consultation Meeting dated 25 September 2025.***
26. With reference to the separation agreement, I described the Defendant's approach as commercially unreasonable and inconsistent with the Defendant's executive severance practices.
27. Consequently, I made a structured counterproposal, seeking either reinstatement or proper closure of my employment on fair terms. Specifically, I requested:
  - i. Full vesting and crystallisation of all outstanding stock and performance units
  - ii. Payment of all outstanding annual share entitlements and earned salary;
  - iii. Reimbursement of relocation and settlement costs incurred in Nigeria, estimated at **₦100 million**;
  - iv. Payment of my Norwegian early retirement package (AFP) entitlement of approximately **kr1.5 million** or its U.S. dollar equivalent; and
  - v. A severance package equivalent to either thirty-six (36) months' salary grossed up for taxes or, in the alternative, sixty (60) months' net salary, in compensation for the premature loss of ten (10) years of predictable service and income.

28. Rather than engage constructively with my proposals however, the Defendant (through Ms Leslie Garcia and other senior personnel) communicated a take-it-or-leave-it stance.
29. I aver that by letter dated 30 September 2025 the Defendant stated that the offer "was not a mutual agreement," that the contents were "not negotiable," and gave an immediate deadline for acceptance. **Now produced and shown to me is the email correspondence with the Defendant dated 30 September 2025.**
30. Naturally, I rejected the offer on the basis that it did not reflect my full service, seniority, the true measure of my loss, nor the discriminatory circumstances surrounding the Defendant's conduct.
31. Consequently, the Defendant proceeded to unilaterally terminate my employment, while retaining my subordinates and contemporaries in equivalent or even less productive positions, finally demonstrating that the redundancy was in fact, neither genuine nor fairly implemented.
32. Contemporaneously with the consultation, my long-term incentive entitlements became the subject of adverse manoeuvres by the Defendant. Under the Restricted Stock Unit Agreement executed on 23 May 2025, vesting of certain awards was tied to continued employment and to qualifying termination events, with the Compensation Committee retaining a measure of discretion in certain circumstances.
33. Furthermore, the Agreement, along with the Company's Stock and Incentive Plan Handbook, provided that in cases of retirement, death, or disability, vesting would be preserved, and even in other circumstances, the Compensation Committee retained discretion to accelerate vesting in the interests of fairness. **Now produced and shown to me is the Halliburton Company Stock And Incentive Plan Handbook dated 15 May 2024.**
34. However, the Defendant threatened that unless I accepted its unilateral separation terms, all unvested stock units would be forfeited. This amounted to the conversion of performance-based reward to a bargaining chip.
35. I aver that another material aspect of the Defendant's termination strategy was a deliberate attempt to deny me the benefit of the so-called 'Rule of 70' (a common vesting rule under which age plus years of service reaching 70 triggers vesting).
36. I, then aged 52 with twelve years (or, on alternative reasonable calculations, seven years at my last role in Norway) of Company service, was fast-approaching the relevant threshold.
37. The Defendant, instead of recognising the approaching milestone, identified me as a target and sought to deny vesting, thereby treating my accrued stock rights as a source of cost-saving rather than as earned remuneration.

38. It is well established that where termination is wrongful or amounts to constructive dismissal, the employee should not be penalised by forfeiture of accrued or accruable benefits. Consequently, I sought immediate crystallisation of my unvested units or immediate cash-equivalent payment. The Defendant refused.
39. It is quite shocking, when observing the situation with a wide lens, to note that even within Nigeria, I was strategically targeted. No member of the management team reporting directly to the Managing Director was released in the preceding eleven months to my dismissal. Not even expatriates drawing significantly higher remuneration. I was the only senior executive affected by this allegedly global cost-cutting endeavour, despite being one of the top contributors to the Defendant's 2024–2025 growth metrics.
40. Furthermore, the Defendant retained the locally created role of "New Venture and Local Content Manager", which duplicated functions already covered by my Business Development portfolio. This position, unique to Nigeria and not recognised globally, was occupied by an employee who had been in post for over twenty years and was, by the Company's own payroll records, the highest-paid Nigerian staff member.
41. If cost-saving had been the true objective, that role, and not mine, would have been the rational candidate for consolidation. The Defendant's decision to protect the local role while eliminating a globally aligned leadership position once more demonstrates conscious bias and lack of objective reasoning.
42. I aver that despite repeated written communications and detailed proposals, the Defendant refused to meet my reasonable requests for redress and declined to accede to the key elements of my counter-offer. The Defendant maintained that the so-called "global restructuring" justified my termination, and further asserted that the sums offered in its separation computation represented full and final settlement of all obligations, and no severance policy or additional liability existed beyond that computation. **Now produced and shown to me is the Letter Before Action dated 3 October 2025.**
43. In doing so, the Defendant deliberately ignored the obligations it owed to me, including those arising under the Company's internal governance documents and international labour standards.

*Particulars of Wrongful and Constructive Dismissal*

44. The termination of my employment was wrongful, unlawful, and in breach of both contractual and statutory obligations, as the Defendants had no valid reason to terminate me, connected with my conduct or any genuine operational necessity.
45. The so-called "global restructuring" relied upon as justification was a sham, as my division in Nigeria remained profitable and was in fact designated a growth business. It is therefore quite clear that the purported redundancy was a pretext used to disguise a discriminatory and targeted removal of me.

46. Furthermore, the Defendant's conduct ran counter to **ILO Conventions No. 100** and **No. 111** (equal remuneration and prohibition of discrimination) and **No. 158** (protection against unfair dismissal). Also, their actions are inconsistent with my rights under **Section 42** of the **Constitution of the Federal Republic of Nigeria, 1999 (as amended)**.
47. In further confirmation of the constructive nature of the dismissal, the Defendant presented me with the aforementioned Separation Agreement which it expressly stated was not a mutual agreement, but a unilateral offer based on his role being declared redundant. The Defendant further informed me that the contents of the agreement were "not negotiable" and that I was required to sign it by noon on 30 September, 2025, less than a week after receipt. The said agreement contained substantially unfavourable terms, including reduced severance, forfeiture of accrued rights, and demotion to a markedly inferior role, all presented under duress and without any opportunity for meaningful consultation or negotiation.
48. In addition to this, running contrary to the statutory and regulatory framework governing employment in Nigeria's petroleum sector, the Defendant failed to obtain the prior written consent of the Honourable Minister of Petroleum Resources before purporting to terminate my employment. Under the **Petroleum Industry Act 2021**, and the **Guidelines for the Release of Staff in the Nigerian Oil and Gas Industry (2019)**, no employee of a company operating in the sector may be released, whether by termination or redundancy, without such ministerial consent. The Defendant's failure to comply with this mandatory requirement renders the purported termination null, void, and of no legal effect.

In light of all the foregoing, it goes without saying, that the Defendant's actions constituted **constructive dismissal**, in that I was pressured to accept 'alternative' lower-ranked roles which were humiliating, and my accrued benefits were threatened with forfeiture unless I accepted the Defendant's oppressive and predetermined conditions. Taken cumulatively, these acts amount to a repudiatory breach of contract and clear constructive dismissal.

#### *Claim for Damages and Reliefs Sought*

49. By reason of the Defendant's conduct, I have suffered and continue to suffer grave financial, professional, and reputational loss, including but not limited to:
- i. loss of ten years of projected income and pension accrual to my early retirement age of 62;
  - ii. loss of vested and unvested share awards and performance incentives;
  - iii. non-payment of accrued benefits in kind and severance entitlements;
  - iv. substantial relocation and settlement expenses personally incurred in Nigeria at the Defendant's request; and
  - v. the loss of career prospects and standing in the international oil and gas sector occasioned by my wrongful and discriminatory dismissal.

50 I further aver that but for the unlawful actions of the Defendant, I would not have retained the services of Messrs. Union Attorneys to file this action on my behalf, and incur legal costs. *Now produced and shown to me is the payment advice detailing sums paid to Messrs. Union Attorneys.*

51 I aver that all electronically generated documents afore-referred were produced from an official computer (HP, with Windows 10 Operating System) and laser jet printer during a period over which the said computer and printer was regularly used to receive, store, send, print, and process information for activities carried out over that period. I also aver that over the said period, there were regularly supplied to the said computer in the ordinary course of its activities, information of the kind contained in the documents aforesaid from which the information so contained is derived. Throughout the aforesaid period, the computer was operating properly and was in good working condition. The information contained in the documents were derived from the information supplied to the computer in the ordinary course of those activities.

52. The Defendant is hereby put on notice to produce the originals of all the documents pleaded in this suit at trial.

53. In view of the above, I verily believe that I am entitled the following reliefs against the Defendant as follows:

- A. **A Declaration** that the purported termination of the Claimant's employment was unlawful, wrongful, and discriminatory, having been carried out under the guise of redundancy when the Claimant's role continued to exist, and that such conduct constitutes an unfair labour practice in violation of international best practice, the Defendant's internal policies, and the provisions of the ILO Termination of Employment Convention, 1982 (No. 158).
- B. **A Declaration** that the Defendant's actions in selectively terminating the Claimant's employment while retaining less productive and higher-cost expatriate staff constitute discriminatory treatment contrary to ILO Conventions Nos. 100 and 111, and a violation of the Claimant's right to equality and freedom from discrimination under Section 42 of the Constitution of the Federal Republic of Nigeria (1999, as amended) and Articles 2, 15, and 19 of the African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act

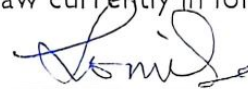
**Alternatively,**

- C. **A Declaration** that the constructive dismissal, disengagement of the Claimant in violation of the defendant's policies and procedures and contrary to the Termination of Employment Convention 1982 (No. 158) and Termination of Employment Recommendation, 1982 (No. 166) all of the International Labour Organization, is wrongful, unfair and amounts to unfair labour practice.
- D. **A Declaration** that the Claimant is entitled to the immediate vesting and crystallisation of all outstanding stock units and performance-based awards, or in the

alternative, payment of their full cash equivalent, being entitlements earned through his performance and not discretionary benefits.

- E. **A Declaration** that the Claimant is entitled to his early retirement entitlement (AFP) in the sum of **kr1,500,000** (One Million Five Hundred Thousand Norwegian Kroner) (or its Naira or Dollar equivalent), together with all associated taxes and costs.
- F. **A Declaration** that the Claimant is entitled to a severance package reflecting the premature loss of ten years of service, assessed at not less than thirty-six (36) months' salary, grossed up for tax obligations, or in the alternative, sixty (60) months' salary where the Claimant bears his own taxes.
- G. **A Declaration** that the Claimant is entitled to reimbursement of all relocation and settlement costs incurred in Nigeria, to the tune of **₦100,000,000** (One Hundred Million Naira), being expenses reasonably incurred at the Defendants' request and for their benefit.
- H. **An Order** directing the Defendants to compute, confirm, and pay to the Claimant all the sums due under prayers **C** to **F** above, with interest thereon at the rate of 10% per annum from the date of judgment until full liquidation.
- I. **General Damages** in the sum of **\$250,000,000** (Two Hundred and Fifty Million United States Dollars) for the wrongful and discriminatory termination of the Claimant's employment, loss of income, reputational injury, and consequential hardship.
- J. **Cost of this Action** assessed at **₦25,000,000** (Twenty-Five Million Naira) as reasonable legal expenses.
- K. **Interest** on the above sums at the rate of 10% per annum from the date judgment is delivered in this suit until the total sum is fully paid.

54. I, **Olukayode Togun**, hereby make this sworn declaration in good faith, conscientiously believing same to be true and in accordance with the Oaths Law currently in force.



**DEPONENT**

**SWORN TO** at the National Industrial Court Registry, Lagos

this 30th day of October 2025

**BEFORE ME**

**COMMISSIONER FOR OATHS**

**OASAI T. L. (MRS)  
HIGHER EXECUTIVE OFFICER**

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO: NICN/LA/ /2025

BETWEEN

MR. OLUKAYODE TOGUN

-

CLAIMANT

AND

HALLIBURTON ENERGY SERVICES INC.

-

DEFENDANT

CLAIMANT'S LIST OF DOCUMENTS TO BE RELIED ON

1. The Claimant's Letter of Employment with the Defendant – Ex. 1
2. The Claimant's Long-Term Expatriate Assignment Agreement dated 1 September 2024- Ex. 2
3. The Claimant's Long Term Incentive Award and accompanying Restricted Stock Unit Agreement dated 23 May 2025- Ex. 3
4. The Claimant's Summons to the Individual Consultation Meeting dated 22 September 2025- Ex. 4
5. The Claimant's Separation Agreement- Ex. 5
6. The Claimant's Minutes of the Consultation Meeting dated 25 September 2025 Ex. 6
7. The Claimant's email correspondence with the Defendant dated 28 September 2025 Ex. 7
8. The Claimant's Halliburton Company Stock and Incentive Plan Handbook dated 15 May 2024 – Ex 8
9. The Claimant's Letter Before Action dated 3 October 2025- Ex 9
10. The Claimant's payment advice detailing sums paid to Messrs. Union Attorneys- Ex 10

Dated the 25<sup>th</sup> day of October, 2025

  
✓ Folabi Kuti SAN  
Francis Obiejesi Esq.  
Merit Odum  
Union Attorneys  
Plaintiff's Counsel  
No. 14B, Amechi Onuoha Crescent  
Off Goshen Estate  
Lekki Peninsula Scheme 1  
Lagos,  
folabikuti@kutilegal.com  
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