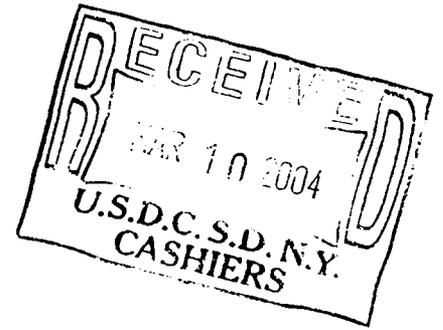


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45 Broadway, 16th Floor
New York, New York 10006
(212) 509-9400



IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE TERRORIST ATTACK
ON SEPTEMBER 11, 2001

CIVIL ACTION NO.: 03 MD 1570

FEDERAL INSURANCE COMPANY;
PACIFIC INDEMNITY COMPANY;
CHUBB CUSTOM INSURANCE
COMPANY; CHUBB INDEMNITY
INSURANCE COMPANY; CHUBB
INSURANCE COMPANY OF CANADA;
CHUBB INSURANCE COMPANY OF
NEW JERSEY; GREAT NORTHERN
INSURANCE COMPANY; VIGILANT
INSURANCE COMPANY; ZURICH
AMERICAN INSURANCE COMPANY;
AMERICAN GUARANTEE AND
LIABILITY INSURANCE COMPANY;
AMERICAN ZURICH INSURANCE
COMPANY; ASSURANCE COMPANY
OF AMERICA; COLONIAL AMERICAN
CASUALTY AND SURETY
INSURANCE COMPANY; FIDELITY
AND DEPOSIT COMPANY OF
MARYLAND; MARYLAND
CASUALTY COMPANY; NORTHERN
INSURANCE COMPANY OF NEW
YORK; STEADFAST INSURANCE
COMPANY; VALIANT INSURANCE
COMPANY; ONE BEACON
INSURANCE COMPANY; ONE
BEACON AMERICA INSURANCE
COMPANY; AMERICAN EMPLOYERS'
INSURANCE COMPANY; THE

CIVIL ACTION NO.: 03 CV 6978

**FIRST AMENDED
COMPLAINT**

JURY TRIAL DEMANDED

ASSOCIATION; HOMELAND :
INSURANCE COMPANY OF NEW :
YORK; CRUM & FORSTER :
INDEMNITY COMPANY; NORTH :
RIVER INSURANCE COMPANY; :
UNITED STATES FIRE INSURANCE :
COMPANY; AMERICAN :
ALTERNATIVE INSURANCE :
CORPORATION; GREAT LAKES :
REINSURANCE U.K. PLC; AND THE :
PRINCETON EXCESS & SURPLUS :
LINES INSURANCE COMPANY; :
AMLIN UNDERWRITING, LTD.; :
HISCOX DEDICATED CORPORATE :
MEMBER, LTD.; ALLSTATE :
INSURANCE COMPANY; BOSTON :
OLD COLONY INSURANCE :
COMPANY; CONTINENTAL :
INSURANCE COMPANY, :
COMMERCIAL INSURANCE :
COMPANY OF NEWARK, NJ; CNA :
CASUALTY OF CALIFORNIA; :
CONTINENTAL INSURANCE :
COMPANY OF NEW JERSEY; :
FIDELITY AND CASUALTY :
COMPANY OF NEW YORK; GLENS :
FALLS INSURANCE COMPANY; :
NATIONAL BEN FRANKLIN :
INSURANCE COMPANY OF ILLINOIS; :
SENECA INSURANCE COMPANY, :
INC. :

Plaintiffs :

v. :

AL QAIDA; EGYPTIAN ISLAMIC :
JIHAD; ASBAT AL-ANSAR; AL :
GAMA'A AL-ISLAMIYYA; SALAFIST :
GROUP FOR CALL AND COMBAT; :
LASHKAR I JANGHVI; LASHKAR-E :
TAYYIBA; JEMAAH ISLAMIYA :
ORGANIZATION; HEZBOLLAH; ABU :
SAYEF GROUP; ALGERIAN ARMED :
ISLAMIC GROUP; HAMAS; :
PALESTINE ISLAMIC JIHAD; THE :

ISLAMIC REPUBLIC OF IRAN; :
 REPUBLIC OF IRAQ; THE REPUBLIC :
 OF THE SUDAN; SYRIAN ARAB :
 REPUBLIC; THE KINGDOM OF SAUDI :
 ARABIA; OSAMA BIN LADEN; :
 MUHAMMAD ATIF A/K/A SUBHI :
 SITTA A/K/A ABU HAFS AL-MASRI; :
 SAYF AL-ADL; SHAYKH SA'ID A/K/A :
 MUSTAFA MUHAMMAD AHMAD; :
 ABU HAFS THE MAURITANIAN A/K/A :
 MAHFOUZ OULD AL-WALID A/K/A :
 KHALID AL-SHANQITI; IBN AL- :
 SHAYKH AL-LIBI; ABU ZUBAYDAH :
 A/K/A ZAYN AL ABIDIN :
 MUHAMMAD HUSAYN TARIQ; ABD :
 AL-HADI AL-IRAQI A/K/A ABU :
 ABDULLAH; AYMAN AL-ZAWAHIRI; :
 THIRWAT SALAH SHIHATA A/K/A :
 MUHAMMAD ALI; TARIQ ANWAR :
 AL-SAYYID AHMAD A/K/A FATHI :
 A/K/A AMR AL-FATIH; MUHAMMAD :
 SALAH A/K/A NASR FAHMI NASR :
 HASANAYN; MAKHTAB AL- :
 KHIDAMAT A/K/A AL-KHIFAF; AL- :
 ITIHAAD AL-ISLAMIYA (AIAI); :
 ISLAMIC ARMY OF ADEN; Wafa :
 HUMANITARIAN ORGANIZATION; :
 AL-RASHID TRUST; MAMOUN :
 DARKAZANLI IMPORT-EXPORT :
 COMPANY; NURJAMAN RIDUAN :
 ISMUDDIN A/K/A HAMBALI; :
 MOHAMMED IQBAL :
 ABDURRAHMAN A/K/A/ ABU JIBRIL; :
 BENEVOLENCE INTERNATIONAL :
 FOUNDATION; BENEVOLENCE :
 INTERNATIONAL FUND; BOSANSKA :
 IDEALNA FUTURA; GLOBAL RELIEF :
 FOUNDATION A/K/A FOUNDATION :
 SECOURS MONDIAL; MOUNIR EL :
 MOTASSADEQ; RAMZI BINALSHIBH; :
 ZAKARYA ESSABAR; SAID BAHAJI; :
 TURKISTAN ISLAMIC MOVEMENT; :
 WA'EL HAMZA JULAIDAN A/K/A AL- :
 HASAN AL MADANI; ADEL BEN :
 SOLTANE; NABIL BENATTIA; :
 YASSINE CHEKKOURI; RIADH :

JELASSI; MENDI KAMMOUN; SAMIR :
 KISHK; TAREK BEN HABIB :
 MAAROUFI; ABDELHALIM :
 REMADNA; MANSOUR THAER; :
 LAZHAR BEN MOHAMMED TLILI; :
 HABIB WADDANI; AKIDA BANK :
 PRIVATE LIMITED; AKIDA :
 INVESTMENT CO. LTD.; NASREDDIN :
 GROUP INTERNATIONAL HOLDING :
 LTD.; NASCO NASREDDIN HOLDING :
 A.S.; NASCOTEX S.A.; NASREDDIN :
 FOUNDATION; BA TAQWA FOR :
 COMMERCE AND REAL ESTATE :
 COMPANY LTD.; MIGA – :
 MALAYSIAN SWISS, GULF AND :
 AFRICAN CHAMBER; GULF CENTER :
 S.R.L.; NASCOSERVICE S.R.L.; NASCO :
 BUSINESS RESIDENCE CENTER SAS :
 DI NASREDDIN AHMED IDRIS EC; :
 NASREDDIN COMPANY NASCO SAS :
 DI AHMED IDRIS NASSNEDDIN EC; :
 NADA INTERNATIONAL ANSTALT; :
 NASREDDIN INTERNATIONAL :
 GROUP LIMITED HOLDING; THE AID :
 ORGANIZATION OF THE ULEMA; :
 AHMED IDRIS NASREDDIN; YOUSSEF :
 NADA; ABDELKADIR MAHMOUD ES :
 SAYED; KHALID AL-FAWAZ; ABU :
 HAMZA AL-MASRI; MOHAMED BEN :
 BELGACEM AOUADI; MOKHTAR :
 BOUGHOUGHA; TAREK CHARAABI; :
 SAMI BEN KHEMAIS ESSID; LASED :
 BEN HENI; SOMALIA BRANCH OF :
 THE AL-HARAMAIN ISLAMIC :
 FOUNDATION; BOSNIA- :
 HERZEGOVINA BRANCH OF AL- :
 HARAMAIN ISLAMIC FOUNDATION; :
 UMMA TAMEER-E-NAU (UTN); :
 BASHIR-UD-DIN MAHMOOD; ABDUL :
 MAJEED; S.M. TUFAIL; AL- :
 BARAKAAT; AL TAQWA/NADA :
 GROUP; AARAN MONEY WIRE :
 SERVICE, INC.; AL BARAKA :
 EXCHANGE LLC; AL BARAKAAT :
 BANK; AL-BARAKAT BANK OF :
 SOMALIA (BSS); AL-BARAKAT :

FINANCE GROUP; AL-BARAKAT :
 FINANCIAL HOLDING CO.; AL- :
 BARAKAT GLOBAL :
 TELECOMMUNICATIONS; AL- :
 BARAKAT GROUP OF COMPANIES :
 SOMALIA LIMITED; AL-BARAKAT :
 INTERNATIONAL A/K/A BARACO CO; :
 AL-BARAKAT INVESTMENTS; AL- :
 BARAKAT WIRING SERVICE; AL :
 TAQWA TRADE, PROPERTY AND :
 INDUSTRY COMPANY LIMITED; :
 ASAT TRUST; BANK AL TAQWA :
 LIMITED; BARAKA TRADING :
 COMPANY; BARAKAAT BOSTON; :
 BARAKAAT CONSTRUCTION :
 COMPANY; BARAKAAT :
 ENTERPRISE; BARAKAAT GROUP OF :
 COMPANIES; BARAKAAT :
 INTERNATIONAL; BARAKAAT :
 INTERNATIONAL FOUNDATION; :
 BARAKAAT INTERNATIONAL, INC.; :
 BARAKAAT NORTH AMERICA, INC.; :
 BARAKAAT RED SEA :
 TELECOMMUNICATIONS; :
 BARAKAAT TELECOMMUNICATIONS :
 CO. SOMALIA; BARAKAT BANK AND :
 REMITTANCES; BARAKAT :
 COMPUTER CONSULTING (BCC); :
 BARAKAT CONSULTING GROUP :
 (BCG); BARAKAT GLOBAL :
 TELEPHONE COMPANY; BARAKAT :
 INTERNATIONAL COMPANIES :
 (BICO); BARAKAT POST EXPRESS :
 (BPE); BARAKAT REFRESHMENT :
 COMPANY; BARAKAT WIRE :
 TRANSFER COMPANY; BARAKAT :
 TELECOMMUNICATIONS COMPANY :
 LIMITED (BTELCO); BARAKO :
 TRADING COMPANY, LLC; GLOBAL :
 SERVICES INTERNATIONAL; :
 HEYATUL ULYA; NADA :
 MANAGEMENT ORGANIZATION; :
 PARKA TRADING COMPANY; RED :
 SEA BARAKAT COMPANY LIMITED; :
 SOMALIA INTERNATIONAL RELIEF :
 ORGANIZATION; SOMALIA :

INTERNET COMPANY; SOMALIA :
NETWORK AB; YOUSSEF M. NADA & :
CO. GESELLSCHAFT MBH; YOUSSEF :
M. NADA; HUSSEIN MAHMUD :
ABDULLKADIR; ABDIRASIK ADEN; :
ABBAS ABDI ALI; ABDI ADULAZIZ :
ALI; YUSAF AHMED ALI; DAHIR :
UBEIDULLAHI AWEYS; HASSAN :
DAHIR AWEYS; GARAD JAMA; ALI :
GHALEB HIMMAT; ALBERT :
FREDRICH ARMAND HUBER; LIBAN :
HUSSEIN; AHMED NUR ALI JIM'ALE; :
ABDULLAHI HUSSEIN KAHIE; :
MOHAMMED MANSOUR; ZEINAB :
MANSOUR-FATTAH; ABDULLAH :
AHMED ABDULLAH A/K/A ABU :
MARIAM A/K/A ABU MOHAMED AL- :
MASRI A/K/A SALEH; HAJI ABDUL :
MANAN AGHA A/K/A ABD AL- :
MAN'AM SAIYID; AL-HAMATI :
SWEETS BAKERIES; MUHAMMAD :
AL-HAMATI A/K/A MOHAMMAD :
HAMDI SADIQ AL-AHDAL A/K/A ABU :
ASIM AL-MAKKI; AMIN AL-HAQ :
A/K/A DR. AMIN AH HAQ A/K/A :
MUHAMMAD AMIN A/K/A DR. AMIN :
UL-HAQ; SAQAR AL-SADAWI; :
AHMAD SA'ID AL-KADR A/K/A ABU :
ABD AL-RAHMAN AL-KANADI; :
ANAS AL-LIBY A/K/A ANAS AL-LIBI :
A/K/A NAZIM AL-RAGHIE A/K/A :
NAZIH ABDUL HAMED AL-RAGHIE :
A/K/A ANAS AL-SABAI; AHMAD :
IBRAHIM AL- MUGHASSIL A/K/A :
ABU OMRAN A/K/A AHMED :
IBRAHIM AL-MUGHASSIL; :
ABDELKARIM HUSSEIN MOHAMED :
AL-NASSER; AL-NUR HONEY PRESS :
SHOPS A/K/A AL-NUR HONEY :
CENTER; YASIN AL-QADI A/K/A :
SHAYKH YASSIN ABDULLAH KADI :
A/K/A YASIN KAHDI; SA'D AL- :
SHARIF; AL-SHIFA' HONEY PRESS :
FOR INDUSTRY AND COMMERCE; :
IBRAHIM SALIH MOHAMMED AL- :
YACOUB; AHMED MOHAMMED :

HAMED ALI A/K/A AHMED :
 MOHAMMED ABDUREHMAN A/K/A :
 ABU FATIMA A/K/A ABU ISLAM :
 A/K/A ABU KHADIJAH A/K/A :
 AHMED HAMED A/K/A AHMED THE :
 EGYPTIAN A/K/A AHMED AHMED :
 A/K/A AHAMAD AL-MASRI A/K/A :
 ABU ISLAM AL-SURIR A/K/A AHMED :
 MOHAMMED ALI A/K/A HAMED ALI :
 A/K/A AHMED HEMED A/K/A AHMED :
 SHIEB A/K/A SHUAIB; ALI ATWA :
 A/K/A AMMAR MANSOUR BOUSLIM :
 A/K/A HASSAN ROSTOM SALIM; :
 MUHSIN MUSA MATWALLI ATWAH :
 A/K/A ABDEL RAHMAN A/K/A :
 ABDUL RAHMAN A/K/A ABDUL :
 RAHMAN AL-MUHAJIR A/K/A :
 MOHAMMED K.A. AL-NAMER; BILAL :
 BIN MARWAN; AYADI CHAFIQ BIN :
 MUHAMMAD A/K/A BEN :
 MUHAMMAD AIADI A/K/A BEN :
 MUHAMMAD AIADY A/K/A BEN :
 MUHAMMAD AYADI CHAFIK A/K/A :
 BEN MUHAMMAD AYADI SHAFIQ; :
 MAMOUN DARKAZANLI; ALI SAED :
 BIN ALI EL-HOORIE A/K/A ALI SAED :
 BIN ALI AL-HOURI A/K/A ALI SAED :
 BIN ALI EL-HOURI; MUSTAFA :
 MOHAMED FADHIL A/K/A ABD AL :
 WAKIL AL MASRI A/K/A ABU AL- :
 NUBI A/K/A HASSAN ALI A/K/A ABU :
 ANIS A/K/A MOUSTAFA ALI ELBISHY :
 A/K/A MUSTAFA MUHAMAD FADIL :
 A/K/A MUSTAFA FAZUL A/K/A :
 HUSSEIN A/K/A ABU JIHAD A/K/A :
 KHALID A/K/A NU MAN A/K/A :
 MUSTAFA MOHAMMED A/K/A ABU :
 YUSSRR; AHMED KHALFAN :
 GHAILANI A/K/A AHMED THE :
 TANZANIAN A/K/A FOOPIE A/K/A :
 FUPI A/K/A ABU BAKR AHMAD A/K/A :
 A. AHMED A/K/A ABUBAKAR :
 AHRMED A/K/A ABUBAKAR K. :
 AHMED A/K/A ABUBAKAR KHALFAN :
 AHMED A/K/A ABUBAKARY K. :
 AHMED A/K/A AHMED KHALFAN :

AHMED A/K/A AHMAD AL TANZANI :
 A/K/A AHMED KHALFAN ALI A/K/A :
 ABU BAKR A/K/A ABUBAKARY :
 KHALFAN AHMED GHAILANI A/K/A :
 AMMED GHAILANI A/K/A AHMAD :
 KHALAFAN GHILANI A/K/A :
 MAHAFUDH ABUBAKAR AHMED :
 ABDALLAH HUSSEIN A/K/A ABU :
 KHABAR A/K/A AHMED KHALFAN :
 A/K/A SHARIFF OMAR MOHAMMED; :
 RIAD HIJAZI A/K/A ABU-AHMAD AL- :
 AMRIKI A/K/A ABU-AHMAD AL- :
 HAWEN A/K/A RASHID AL- :
 MAGHRIBI A/K/A ABU-AHMAD AL- :
 SHAHID A/K/A M RAED HIJAZI; :
 HASAN IZZ-AL-DIN A/K/A AHMED :
 GARBAYA A/K/A SA-ID A/K/A SAMIR :
 SALWWAN; JAISH-I-MOHAMMED :
 A/K/A ARMY OF MOHAMMED; :
 JAM'YAH TA'AWUN AL-ISLAMIA :
 A/K/A JAM'IYAT AL TA'AWUN AL :
 ISLAMIYYA A/K/A JIT A/K/A :
 SOCIETY OF ISLAMIC :
 COOPERATION; MUFTI RASHID :
 AHMAD LADEHYANOY A/K/A MUFTI :
 RASHEED AHMA A/K/A MUFTI :
 RASHID AHMAD LUDHIANVI A/K/A :
 MUFTI RASHID AHMAD :
 WADEHYANOY; FAZUL ABDULLAH :
 MOHAMMED A/K/A FAZUL :
 ABDALLA A/K/A FAZUL ADBALLAH :
 A/K/A ABU AISHA A/K/A ABU SEIF :
 AL SUDANI A/K/A FADEL :
 ABDALLAH MOHAMMED ALI A/K/A :
 ABDALLA FAZUL A/K/A ABDALLAH :
 FAZUL A/K/A ABDALLAH :
 MOHAMMED FAZUL A/K/A HAROON :
 FAZUL A/K/A HARUN FAZUL A/K/A :
 HAROON A/K/A FADHIL HAROUN :
 A/K/A HARUN A/K/A ABU LUQMAN :
 A/K/A FAZUL MOHAMMED A/K/A :
 FAZUL ABDILAH MOHAMMED :
 A/K/A FOUAD MOHAMMED A/K/A :
 FADIL ABDALLAH MUHAMAD; :
 KHALID SHAIKH MOHAMMED A/K/A :
 SALEM ALI A/K/A FAHD BIN :

ABDALLAH BIN KHALID A/K/A :
 ASHRAF REFAAT NABITH HENIN :
 A/K/A KHALID ADBUL WADOOD; :
 FAHID MOHAMMED ALLY MSALAM :
 A/K/A USAMA AL-KINI A/K/A FAHID :
 MOHAMMED ALLY A/K/A FAHAD :
 ALLY MSALAM A/K/A FAHID :
 MOHAMMED ALI MSALAM A/K/A :
 MOHAMMED ALLY MSALAM A/K/A :
 FAHID MOHAMMED ALI MUSALAAM :
 A/K/A FAHID MUHAMAD ALI SALEM; :
 RABITATRUST; ANSAR AL-ISLAM :
 (AI) A/K/A JUND AL-ISLAM; YOUSSEF :
 ABDAOUI A/K/A ABU ABDULLAH :
 A/K/A ABDELLAH A/K/A ABDULLAH; :
 MOHAMMED AMINE AKLI A/K/A :
 SAMIR A/K/A KALI SAMI A/K/A :
 ELIAS; MOHREZ AMDOUNI A/K/A :
 FABIO FUSCO A/K/A MOHAMMED :
 HASSAN A/K/A TUALE ABU; CHIHEB :
 BEN MOHAMED AYARI A/K/A ABU :
 HOHEM HICHEM; MONDHER :
 BAAZAOUI A/K/A HAMZA; LIONEL :
 DUMONT A/K/A BILAL A/K/A HAMZA :
 A/K/A JACQUES BROUGERE; :
 MOUSSA BEN AMOR ESSAADI A/K/A :
 DAH DAH A/K/A ABDELRAHMMAN :
 A/K/A BECHIR; RACHID FEHAR A/K/A :
 AMINEDEL BELGIO A/K/A DJAFFAR; :
 BRAHIM BEN HEDILI HAMAMI; :
 KHALIL JARRAYA A/K/A KHALIL :
 YARRAYA A/K/A AZIZ BEN NARVAN :
 ABDEL' A/K/A AMRO A/K/A OMAR :
 A/K/A AMROU A/K/A AMR; MOUNIR :
 BEN HABIB JERRAYA A/K/A :
 YARRAYA; FOUZI JENDOUBI A/K/A :
 SAID A/K/A SAMIR; FETHI BEN :
 REBAI MASRI A/K/A AMOR A/K/A :
 OMAR ABU A/K/A FETHI ALIC; NAJIB :
 OUAZ; AHMED HASNI RARRBO :
 A/K/A ABDALLAH A/K/A ABDULLAH; :
 NEDAL SALEH A/K/A HITEM; :
 ABDELGHANI MZOUDI; GULBUDDIN :
 HEKMATYAR; IMAD MUGHNIYEH; :
 MUHAMMAD OMAR; ISLAMIC :
 INTERNATIONAL BRIGADE; SPECIAL :

PURPOSE ISLAMIC REGIMENT; :
RIYADUS-SALIKHIN RECOGNIZANCE :
AND SABOTAGE BATTALION OF :
CHECHEN MARTYRS; PRINCESS :
HAIFA AL-FAISAL; PRINCE BANDAR :
BIN SULTAN BIN ABDULAZIZ AL :
SAUD; OSAMA BASSNAN; OMAR AL- :
BAYOUMI; FAHAD AL-THUMAIRY; :
WORLD ASSEMBLY OF MUSLIM :
YOUTH; SHEIKH AHMED SALIM :
SWEDAN; MUHAMMAD ABU-ISLAM; :
ABDULLAH 'QASSIM; HASHIM :
ABDULRAHMAN; JAMAL AL- :
BADAWI; MOHAMMED OMAR AL- :
HARAZI; WALID AL-SOUROURI; :
FATHA ADBUL RAHMAN; YASSER :
AL-AZZANI; JAMAL BA KHORSH; :
AHMAD AL-SHINNI; JAMIL QASIM :
SAEED; ABU ABDUL RAHMAN; :
MOHAMED BAYAZID; ABU MUSAB :
ZARQAWI; SHEIKH OMAR BAKRI :
MUHAMMAD; ABDUL FATTAH :
ZAMMAR; GHASOUB AL ABRASH :
GHALYOUN A/K/A ABU MUSAB; :
BENSAYAH BELKACEM; SABIR :
LAMAR; WADIH EL-HAGE; WALI :
KHAN AMIN SHAH; ZACARIAS :
MOUSSAOUI; THE TALIBAN; :
MAULVI ABDUL KABIR; JALIL :
SHINWARI; NOOR JALIL; ABDEL :
HUSSEIN; ADU AGAB; NATIONAL :
ISLAMIC FRONT; HASSAN TURABI; :
ISS EL-DIN EL SAYED; LASHKAR :
REDAYAN-E-ISLAMI; AHMAD SALAH :
A/K/A SALIM; ABD AL-MUSHIN AL- :
LIBI; ABDUL RAHMAN KHALED BIN :
MAHFOUZ; ABDUL RAHMAN YASIN; :
ABDULLA AL OBAID; ABDULA BIN :
LADEN; ADVICE AND :
REFORMATION COMMITTEE; :
AFGHAN SUPPORT COMMITTEE; AL :
KHALEEJIA FOR EXPORT :
PROMOTION AND MARKETING :
COMPANY; AL-HARAMAIN A/K/A :
AL-HARAMAIN FOUNDATION; :
ENAAM M. ARNANOUT; :

INTERNATIONAL DEVELOPMENT :
FOUNDATION; INTERNATIONAL :
ISLAMIC RELIEF ORGANIZATION; :
INTERNATIONAL INSTITUTE OF :
ISLAMIC THOUGHT; ISLAMIC :
CULTURAL INSTITUTE OF MILAN; :
JAMAL BARZINJI; KHALED BIN :
MAHFOUZ; MOHAMMED JAMAL :
KHALIFA; MOHAMMED SALIM BIN :
MAHFOUZ; MUSLIM WORLD :
LEAGUE; NATIONAL COMMERCIAL :
BANK; PRINCE NAYEF BIN :
ABDULAZIZ AL SAUD; PRINCE :
SULTAN BIN ABDULAZIZ AL SAUD; :
RABIH HADDAH; SAAR :
FOUNDATION; SAUDI SUDANESE :
BANK; AL SHAMAL ISLAMIC BANK; :
SHEIKH ABU BDUL AZIZ NAGI; :
SHEIK ADIL GALIL BATARGY A/K/A :
ADEL ABDUL JALIL BATTERJEE; :
SULEIMAN ABDEL AZIZ AL RAJHI; :
TABA INVESTMENTS; TANZANITE :
KING; ULEMA UNION OF :
AFGHANISTAN; WADI AL AQIQ; :
INFOCUS TECH OF MALAYSIA; :
YAZID SUFAAT OF KUALA LUMPUR :
MALAYSIA; AL-SHAYKH AL-IRAQI; :
AZZAM SERVICE CENTER; ABU :
HAJER AL IRAQI; MOHAMMED AL :
FAISAL AL SAUD; AL-HIJRAH :
CONSTRUCTION AND :
DEVELOPMENT LIMITED; GUM :
ARABIC COMPANY LIMITED; AL :
SHAMAL FOR INVESTMENT AND :
DEVELOPMENT; SALEH ABDULLAH :
KAMEL; AL BARAKA INVESTMENT :
AND DEVELOPMENT; SAUDI :
DALLAH AL BARAKA GROUP LLC; :
ISLAMIC INVESTMENT COMPANY OF :
THE GULF; DAR-AL-MAAL AL :
ISLAMI; AL-BIR SAUDI :
ORGANIZATION; MOHAMMAD S. :
MOHAMMAD; TADAMON ISLAMIC :
BANK; MUSTASIM ABDEL-RAHIM; :
NATIONAL FUND FOR SOCIAL :
INSURANCE; ABDUL-RAHIM :

MOHAMMED HUSSEIN; AL AMN AL- :
DAKHILI; AL AMN AL-KHARIJI; ABD :
AL SAMAD AL-TA'ISH; MOHAMED :
SADEEK ODEH; ABDEL BARRY; :
AHMAD SALAH A/K/A SALIM; :
MAHDI CHAMRAN SAVEHI; :
MOHAMMED SARKAWI; AL TAWHID; :
HAJI MOHAMAD AKRAM; :
ABDALLAH OMAR; UMAR FARUQ; :
ABD AL-RAHIM AL-NASHIRI; TURKI :
AL FAISAL AL SAUD A/K/A PRINCE :
TURKI; PRINCE ABDULLAH AL :
FAISAL BIN ABDULAZIZ AL SAUD :
A/K/A PRINCE ABDULLAH; PRINCE :
SALMAN BIN ABDUL AZIZ AL SAUD :
A/K/A PRINCE SALMAN; ZOUAYDI :
A/K/A MUHAMMED GALEB KALAJE :
ZOAAYDI A/K/A ABU TALHA; :
MULLAH KAKSHAR; ABDULAZIZ :
BIN ABDUL RAHMAN AL SAUD; :
ARAFAT EL-ASAHI; HAYDAR :
MOHAMED BIN LADEN; :
MOHAMMED BIN ABDULRAHMAN :
AL ARIEFY; FAISAL GROUP :
HOLDING COMPANY; AL FAISALIAH :
GROUP; BASHSH HOSPITAL; :
MUSHAYT FOR TRADING :
ESTABLISHMENT; ABDULLAH BIN :
ABDUL MUHSEN AL TURKI A/K/A AL :
TURKI; SAUDI HIGH COMMISSION :
A/K/A THE SAUDI HIGH RELIEF :
COMMISSION; ABDUL AZIZ AL :
IBRAHIM A/K/A AL IBRAHIM; TAREK :
AYOUBI; AL ANWA; HELP AFRICAN :
PEOPLE; IBRAHIM BIN ABDUL AZIZ :
AL IBRAHIM FOUNDATION; MERCY :
INTERNATIONAL RELIEF AGENCY; :
ISLAMIC MOVEMENT OF :
UZBEKISTAN; SAUDI BIN LADEN :
GROUP; BAKR M. BIN LADEN; :
SALEM BIN LADEN; SALEH GAZAZ; :
MOHAMMED BAHARETH; :
ABDULLAH BIN SAID; MOHAMMED :
NUR RAHMI; TAREK M. BIN LADEN; :
OMAR M. BIN LADEN; MOHAMMED :
BIN LADEN ORGANIZATION; SAUDI :

BIN LADEN INTERNATIONAL :
 COMPANY; YESLAM M. BIN LADEN; :
 GLOBAL DIAMOND RESOURCE; :
 HUMAN CONCERN INTERNATIONAL :
 SOCIETY; TALAL MOHAMMED :
 BADKOOK; DR. MOHAMAN ALI :
 ELGARI; NEW DIAMOND HOLDINGS; :
 M.M. BADKOOK COMPANY FOR :
 CATERING & TRADING; AL- :
 MUSTAQBAL GROUP; NATIONAL :
 MANAGEMENT CONSULTANCY :
 CENTER; AL-RAJHI BANKING & :
 INVESTMENT CORPORATION; SALEH :
 ABDULAZIZ AL-RAJHI; ABDULLAH :
 SULAIMAN AL-RAJHI; KHALID :
 SULAIMAN AL-RAJHI; AL-WATANIA :
 POULTRY; MAR-JAC POULTRY; MAR- :
 JAC INVESTMENTS, INC.; PIEDMONT :
 POULTRY; SALIM BIN MAHFOUZ; :
 SNCB CORPORATE FINANCE :
 LIMITED; SNCB SECURITIES LIMITED :
 IN LONDON; SNCB SECURITIES :
 LIMITED IN NEW YORK; SAUDI :
 ECONOMIC AND DEVELOPMENT :
 COMPANY; ZAKAT COMMITTEE; :
 RED CRESCENT SAUDI COMMITTEE; :
 BLESSED RELIEF (MUWFAQ) :
 FOUNDATION; ABDULKARIM :
 KHALED UUSUF ABDULLA; :
 ABDULRAHMAN BIN KHALID BIN :
 MAHFOUZ; AL-BIRR; HISHAM; HEZB- :
 E-ISLAMI; SAIF AL ISLAM EL :
 MASRY; SYED SULEMAN AHMER; :
 MAZIN M.H. BAHARETH; SHAHIR :
 ABDULRAOOF BATTERJEE; ZAHIR H. :
 KAZMI; MUZAFFAR KHAN; SOLIMAN :
 J. KHUDEIRA; JAMAL NYRABEH; :
 AHMAD AJAJ; SUCCESS :
 FOUNDATION; ABDULRAHMAN :
 ALAMOUDI; AMERICAN MUSLIM :
 FOUNDATION; MOHAMMED :
 OMEISH; ADNAN BASHA; MAHMOUD :
 JABALLAH; ARAFAT EL-ASHI; MORO :
 ISLAMIC LIBERATION FRONT; :
 JAMAL AHMED MOHAMMED; :
 MOHAMMED KHATIB; SAUDI JOINT :

RELIEF COMMITTEE; TAIBAH :
INTERNATIONAL AID ASSOCIATION; :
ISLAMIC AFRICAN RELIEF AGENCY; :
TARIK HAMDİ; FAZEH AHED; :
SANABIL AL-KHAIR; SANA-BELL, :
INC.; SANABEL AL-KHEER, INC.; :
KHALED NOURI; ABDULLAH M. AL- :
MAHDI; TAREQ M. AL-SWAIDAN: :
ABDUL AL-MOSLAH; SALAH :
BADAHDH; HASSAN A.A. :
BAHFZALLAH; M. YAQUB MIRZA; :
IHAB ALI; SAMIR SALAH; IBRAHIM :
HASSABELLA; HISHAM AL-TALIB; :
ABU SULAYMAN; AHMED TOTONJI; :
IQBAL YUNUS; M. OMAR ASHRAF; :
MOHAMMED JAGHLIT; MUHAMMAD :
ASHRAF; SHERIF SEDKY; AFRICAN :
MUSLIM AGENCY; ARADI, INC.; :
GROVE CORPORATE, INC.; :
HERITAGE EDUCATION TRUST; :
MENA CORPORATION; RESTON :
INVESTMENTS, INC.; SAFA TRUST; :
STERLING CHARITABLE GIFT FUND; :
STERLING MANAGEMENT GROUP; :
YORK FOUNDATION; NATIONAL :
DEVELOPMENT BANK; DALLAH :
AVCO TRANS ARABIA CO. LTD.; :
OMAR AL BAYOUMI A/K/A ABU :
IMARD; MASJED AL MADINAH AL :
MUNAWARAH A/K/A MASJID AL :
MADINAH AL MUNAWARAH; AQSA :
ISLAMIC BANK; AQEEL AL-AQEEL; :
MANSOURI AL-KADI; SOLIMAN H.S. :
AL-BUTHE; PEROUZ SEDA GHATY; :
AHMED IBRAHIM AL NAJJAR; ADEL :
MUHAMMAD SADIQ BIN KAZEM; :
SAUDI AMERICAN BANK; :
ABDULAZIZ BIN HAMAD; KHALIL A. :
KORDI; RASHID M. AL ROMAIZAN; :
ABDULAZIZ BIN HAMAD AL :
GOSAIBI; SAUDI CEMENT COMPANY :
IN DAMMAN; OMAR SULAIMAN AL- :
RAJHI; ARAB CEMENT COMPANY; :
ZEINAB MANSOUR-FATTOUH; :
MOHAMMED CHEHADE; HAZEM :
RAGAB; MOHAMMED ALCHURBAJI; :

MUSTAFA AL-KADIR; ABU AL-MAID; :
AL SHAMAL ISLAMIC BANK A/K/A :
SHAMEL BANK A/K/A BANK EL :
SHAMAR; SULAIMAN AL-ALI; :
KHALED NOURI; MUSLIM WORLD :
LEAGUE OFFICES; ABDULLAH BIN :
SALEH AL-OBAID; TAHA JABER AL- :
ALWANI; INTERNATIONAL :
INSTITUTE OF ISLAMIC THOUGHT; :
IBRAHIM S. ABDULLAH; :
MOHAMMED BIN FARIS; DR. :
MAHMOUD DAKHIL; MOHAMMED :
AL FAISAL AL SAUD; ABDUL :
RAHMAN AL SWAILEM; DELTA OIL :
COMPANY; NIMIR, LLC; ARAB BANK, :
PLC; DUBAI ISLAMIC BANK; NADA :
MANAGEMENT ORGANIZATION, SA; :
ARY GROUP; ISLAMIC CULTURAL :
CENTER OF GENEVA; HANI :
RAMADAN; THE COMMITTEE FOR :
THE DEFENSE OF LEGITIMATE :
RIGHTS; PROYECTOS Y :
PROMOCIONES ISO; AFAMIA, SL; :
COBIS; ABRASH COMPANY; :
PROMOCIONES Y CONSTRUCCIONES :
TETUAN PRICOTE, S.A.; CONTRATAS :
GIOMA; EUROCOVIA OBRAS, S.A.; :
PROYECTOS Y PROMOCIONES :
PARADISE, S.L.; PROYECTOS EDISPAN; :
GHASOUB AL ABRASH; MUSTAF :
AHMED AL-HISAWI A/K/A SHEIK :
SAEED; IMAD EDDIN BARAKAT :
YARKAS A/K/A ABU DAHDAH; :
MUHAMMED GALEB KALAJE :
ZUOYADI A/K/A ABU TALHA; :
BASSAM DALATI SATUT; :
ABDALRAHMAN ALARNOUT ABU :
ALJER A/K/A ABU OBED; :
MOHAMMED KHAIR AL SAQQA :
A/K/A ABU AL DARDA; GHASOUB AL :
ABRASH GHALYOUN A/K/A ABU :
MUSAB; MOHAMMED ALI SAYED :
MUSHAYT; MOHAMMED HUSSEIN :
AL-AMOUDI; ABU QATADA AL- :
FILISTINI A/K/A ABU ISMAIL A/K/A :
ABU UMAR A/K/A ABU OMAR OMAR :

A/K/A ABU UMAR TAKFIRI A/K/A :
ABU UMAR UMAR A/K/A ALI- :
SAMMAN UTHMAN A/K/A OMAR :
MAHMOUD UTHMAN A/K/A UMAR :
UTHMAN; YASSIR AL-SIRRI A/K/A :
AMMAR; MOHAMMED AL MASSARI; :
LUJAIN AL-IMAN; ZIYAD KHALEEL; :
IBRAHIM BAH; ABU ZUBAYDAH; :
MAMDOUH MAHMUD SALIM A/K/A :
ABU HAJER AL IRAQI; SHEIKH :
ABDULLAH AZZAM A/K/A ABU :
MUHAMMED; ABDULLAH SAMIL :
BAHMADAN; ESSAM AL RIDI; OMAR :
ABU OMAR; MOHAMMED ALI :
HASAN AL MOAYAD; AL FAROOQ :
MOSQUE; YOUSEF JAMEEL; :
IBRAHIM MUHAMMED AFANDI; :
MOHAMMED BIN ABDULLAH AL- :
JOMAITH; ABDULRAHMAN HASSAN :
SHARBATLY; SALAHUDDIN :
ABDULJAWAD; AHMED ZAKI :
YAMANI; AHMAD AL HARBI; :
MOHAMMED AL-ISSAI; HAMAD :
HUSSAINI; ABU RIDA AL SURI A/K/A :
MOHAMMED LOAY BAYAZID; SAUDI :
RED CRESCENT; AHMED BRAHIM; :
ABU MUSAB AL-ZARQAWI; ABU :
IBRAHIM AL-MASRI; DAR AL MAAL :
AL ISLAMI TRUST; DMI :
ADMINISTRATIVE SERVICES, S.A.; :
ISLAMIC ASSEMBLY OF NORTH :
AMERICA; SALMAN AL-OUUDA; :
SAFAR AL-HAWALI; SALEH AL- :
HUSSAYEN; SAMI OMAR AL- :
HUSSAYEN; MUHAMMED J. FAKIHI; :
QUEEN CITY CIGARETTES AND :
CANDY; AGUS BUDIMAN; AL- :
BARAKA BANKCORP, INC.; AHMED :
RESSAM; SAID BAHAJI; ZAKARIYA :
ESSABAR

Defendants

The above-captioned plaintiffs, by and through their attorneys, Cozen O'Connor, complaining of the above-captioned defendants, do hereby allege the following:

I. PARTIES

1. Plaintiff, Federal Insurance Company (“Federal”), is a corporation organized and existing under the laws of the State of Indiana, with a principal place of business located at 15 Mountain View Road, Warren, New Jersey 07059. At all times material hereto, Federal was engaged in the business of issuing policies of insurance.

2. Plaintiff, Pacific Indemnity Company (“Pacific”), is a corporation organized and existing under the laws of the State of Wisconsin, with a principal place of business located at 330 East Kilbourne Avenue, Suite 1450, Milwaukee, Wisconsin 53202. At all times material hereto, Pacific was engaged in the business of issuing policies of insurance.

3. Plaintiff, Chubb Custom Insurance Company (“Chubb Custom”), is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 15 Mountain View Road, Warren, New Jersey 07059. At all times material hereto, Chubb Custom was engaged in the business of issuing policies of insurance.

4. Plaintiff, Chubb Indemnity Insurance Company (“Chubb Indemnity”), is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 55 Water Street, New York, New York 10041. At all times material hereto, Chubb Indemnity was engaged in the business of issuing policies of insurance.

5. Plaintiff, Chubb Insurance Company of Canada (“CICC”), is a corporation organized and existing under the laws of the Province of Ontario, Canada, with a

principal place of business located at One Financial Plaza, One Adelaide Street East, Floor 16, Toronto, M5C 2V9 Ontario, Canada. At all times material hereto, CICC was engaged in the business of issuing policies of insurance.

6. Plaintiff, Chubb Insurance Company of New Jersey (“CICNJ”), is a corporation organized and existing under the laws of the State of New Jersey, with a principal place of business located at 15 Mountain View Road, Warren, New Jersey 07059. At all times material hereto, CICNJ was engaged in the business of issuing policies of insurance.

7. Plaintiff, Great Northern Insurance Company (“Great Northern”), is a corporation organized and existing under the laws of the State of Minnesota, with a principal place of business located at 1000 Pillsbury Center, Minneapolis, Minnesota 55402. At all times material hereto, Great Northern was engaged in the business of issuing policies of insurance.

8. Plaintiff, Vigilant Insurance Company (“Vigilant”), is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 55 Water Street, New York, New York 10038. At all times material hereto, Vigilant was engaged in the business of issuing policies of insurance.

9. Plaintiff, Zurich American Insurance Company (“Zurich”), is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Zurich was engaged in the business of issuing policies of insurance.

10. Plaintiff, American Guarantee and Liability Insurance Company (“American Guarantee”), is a corporation organized and existing under the laws of the

State of New York, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, American Guarantee was engaged in the business of issuing policies of insurance.

11. Plaintiff, American Zurich Insurance Company (“American Zurich”), is a corporation organized and existing under the laws of the State of Illinois, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, American Zurich was engaged in the business of issuing policies of insurance.

12. Plaintiff, Assurance Company of America (“Assurance of America”), is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Assurance of America was engaged in the business of issuing policies of insurance.

13. Plaintiff, Colonial American Casualty and Surety Insurance Company (“Colonial American”), is a corporation organized and existing under the laws of the State of Maryland, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Colonial American was engaged in the business of issuing policies of insurance.

14. Plaintiff, Fidelity and Deposit Company of Maryland (“Fidelity”), is a corporation organized and existing under the laws of the State of Maryland, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Fidelity was engaged in the business of issuing policies of insurance.

15. Plaintiff, Maryland Casualty Company (“Maryland”), is a corporation organized and existing under the laws of the State of Maryland, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Maryland was engaged in the business of issuing policies of insurance.

16. Plaintiff, Northern Insurance Company of New York (“Northern”), is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Northern was engaged in the business of issuing policies of insurance.

17. Plaintiff, Steadfast Insurance Company (“Steadfast”), is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Steadfast was engaged in the business of issuing policies of insurance.

18. Plaintiff, Valiant Insurance Company (“Valiant”), is a corporation organized and existing under the laws of the State of Iowa, with a principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. At all times material hereto, Valiant was engaged in the business of issuing policies of insurance.

19. Plaintiff, One Beacon Insurance Company (“One Beacon”), is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business located at One Beacon Street, Boston, Massachusetts 02108. At all times material hereto, One Beacon was engaged in the business of issuing policies of insurance.

20. Plaintiff, One Beacon America Insurance Company (“One Beacon America”), is a corporation organized and existing under the laws of the Commonwealth

of Massachusetts, with a principal place of business located at One Beacon Street, Boston, Massachusetts 02108. At all times material hereto, One Beacon America was engaged in the business of issuing policies of insurance.

21. Plaintiff, American Employers' Insurance Company ("American Employers"), is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business located at One Beacon Street, Boston, Massachusetts 02108. At all times material hereto, American Employers was engaged in the business of issuing policies of insurance.

22. Plaintiff, The Camden Fire Insurance Association ("Camden"), is a corporation organized and existing under the laws of the State of New Jersey, with a principal place of business located at One Beacon Street, Boston, Massachusetts 02108. At all times material hereto, Camden was engaged in the business of issuing policies of insurance.

23. Plaintiff, Homeland Insurance Company of New York ("Homeland"), is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at One Beacon Street, Boston, Massachusetts 02108. At all times material hereto, Homeland was engaged in the business of issuing policies of insurance.

24. Plaintiff, Crum & Forster Indemnity Company ("Crum & Forster"), is a corporation organized and existing under the laws of the State of New Jersey, with a principal place of business located at 305 Madison Avenue, Morristown, New Jersey 07960. At all times material hereto, Crum & Forster was engaged in the business of issuing policies of insurance.

25. Plaintiff, North River Insurance Company (“North River”), is a corporation organized and existing under the laws of the State of New Jersey, with a principal place of business located at 305 Madison Avenue, Morristown, New Jersey 07960. At all times material hereto, North River was engaged in the business of issuing policies of insurance.

26. Plaintiff, United States Fire Insurance Company (“United States Fire”), is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 395 Madison Avenue, Morristown, New Jersey 07960. At all time material hereto, United States Fire was engaged in the business of issuing policies of insurance.

27. Plaintiff, American Alternative Insurance Corporation (“American Alternative”), is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 555 College Road East, Princeton, New Jersey 08543. At all times material hereto, American Alternative was engaged in the business of issuing policies of insurance.

28. Plaintiff, Great Lakes Resinsurance U.K. PLC (“Great Lakes”), is a corporation organized and existing under the laws of the United Kingdom, with a principal place of business located at 1 Minster Court, Mincing Lane, London, England EC3R 7YH. At all times material hereto, Great Lakes was engaged in the business of issuing policies of insurance.

29. Plaintiff, The Princeton Excess & Surplus Lines Insurance Company (“Princeton Excess”), is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 555 College Road East,

Princeton, New Jersey 08543. At all times material hereto, Princeton Excess was engaged in the business of issuing policies of insurance.

30. Plaintiff, Amlin Underwriting Limited (“Amlin”), is a corporation organized and existing under the laws of the United Kingdom, with a principal place of business located at 1 St. Helen’s, 1 Undershaft, London, EC3A 8ND, England. At all times material hereto, Amlin was engaged in the business of issuing policies of insurance.

31. Plaintiff, Hiscox Dedicated Corporate Member Ltd. (“Hiscox”) is a corporation organized and existing under the laws of the United Kingdom, with a principal place of business located at 1 Great St. Helen’s, London, EC3A 6HX, England. At all times material hereto, Hiscox was engaged in the business of issuing policies of insurance.

32. Plaintiff, Allstate Insurance Company (“Allstate”), is a corporation organized and existing under the laws of the state of Illinois, with a principal place of business located at 3075 Sanders Road, Northbrook, IL 60062. At all times material hereto, Allstate was engaged in the business of issuing policies of insurance.

33. Plaintiff, Boston Old Colony Insurance Company (“Old Colony”), is a corporation organized and existing under the laws of the commonwealth of Massachusetts, with a principal place of business located at CNA Plaza, Chicago, Illinois 60685. At all times material hereto, Old Colony was engaged in the business of issuing policies of insurance.

34. Plaintiff, Continental Insurance Company (“Continental Insurance”), is a corporation organized and existing under the laws of the state of New Hampshire, with a principal place of business located at CNA Plaza, Chicago, Illinois 60685. At all times

material hereto, Continental Insurance was engaged in the business of issuing policies of insurance.

35. Plaintiff, Commercial Insurance Company of Newark, NJ, is a corporation organized and existing under the laws of the state of New Jersey, with a principal place of business located at CNA Plaza, Chicago, Illinois 60685. At all times material hereto, Commercial Insurance Company of Newark, NJ was engaged in the business of issuing policies of insurance.

36. Plaintiff, CNA Casualty of California (“CNA Casualty”), is a corporation organized and existing under the laws of the state of California, with a principal place of business located at CNA Plaza, Chicago, Illinois 60685. At all times material hereto, CNA Casualty of California was engaged in the business of issuing policies of insurance.

37. Plaintiff, Continental Insurance Company of New Jersey, is a corporation organized and existing under the laws of the state of New Jersey, with a principal place of business located at CNA Plaza, Chicago, Illinois 60685. At all times material hereto, Continental Insurance Company of New Jersey was engaged in the business of issuing policies of insurance.

38. Plaintiff, Fidelity and Casualty Company of New York, is a corporation organized and existing under the laws of the state of New Hampshire, with a principal place of business located at CNA Plaza, Chicago, Illinois 60685. At all times material hereto, Fidelity and Casualty Company of New York was engaged in the business of issuing policies of insurance.

39. Plaintiff, Glens Falls Insurance Company (“Glens Falls”), is a corporation organized and existing under the laws of the state of Delaware, with a principal place of

business located at CNA Plaza, Chicago, Illinois 60685. At all times material hereto, Glens Falls was engaged in the business of issuing policies of insurance.

40. Plaintiff, National Ben Franklin Insurance Company of Illinois (“Ben Franklin”), is a corporation organized and existing under the laws of the state of Illinois, with a principal place of business located at CNA Plaza, Chicago, Illinois 60685. At all times material hereto, Ben Franklin was engaged in the business of issuing policies of insurance.

41. Plaintiff Seneca Insurance Company, Inc. (“Seneca”), is a corporation organized and existing under the laws of the state of New York, with a principal place of business located at 160 Water Street, New York, NY 10038. At all times material hereto, Seneca was engaged in the business of issuing policies of insurance.

42. Defendant, al Qaida, is a designated Foreign Terrorist Organization (“FTO”), pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Established by defendant Osama bin Laden in the late 1980’s, al Qaida is a global network of several thousand terrorist cells, members, associates and supporters, dedicated to the establishment of a pan-Islamic Caliphate throughout the world. The network’s strength is reinforced by its ties to other FTOs, extremist organizations and sympathetic individuals and State Sponsors. Al Qaida frequently functions through, in concert with, or with the support of, the terrorist organizations and groups that operate under its umbrella or with its support. In February 1998, al Qaida issued a *fatwa* under the banner “the World Islamic Front for Jihad Against Jews and Crusaders,” saying it was the duty of all Muslims to kill United States citizens - civilian or military - and their allies everywhere.

43. Defendant, Egyptian Islamic Jihad, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Egyptian Islamic Jihad operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida. Ayman al-Zawahiri, a prominent leader of Egyptian Islamic Jihad, has served as a member of al Qaida's leadership council, known as the *shura*, since al Qaida's inception. According to the United States government, Egyptian Islamic Jihad merged with al Qaida at some point prior to June 2001, but retains the capacity to commit acts of international terrorism independently.

44. Defendant, Asbat al-Ansar, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Asbat al-Ansar operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

45. Defendant, Al Gama'a al-Islamiyya, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Al Gama'a al-Islamiyya operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida. A senior official of Al Gama'a al-Islamiyya signed al Qaida's February 1998 *fatwa* calling for attacks against the United States.

46. Defendant, Salafist Group for Call and Combat, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Salafist Group for Call and Combat operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

47. Defendant, Lashkar I Janghvi, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Lashkar I Janghvi operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

48. Defendant, Lashkar-e Tayyiba, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Lashkar-e-Tayyiba operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

49. Defendant, Jemaah Islamiya Organization, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Jemaah Islamiya Organization operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

50. Defendant, Hezbollah, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Hezbollah operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida. The relationship between Hezbollah and al Qaida was forged during meetings between Osama bin Laden and Imad Mughniyah, Hezbollah's chief of operations, and has included coordination on explosives and tactics training, money laundering, weapons smuggling and acquisition of forged identification documents. According to United States intelligence officials, Hezbollah operates under the direction, and by virtue of the direct license, of the Iranian and Syrian governments. Hezbollah is, in effect, an agency and instrumentality of the Iranian and Syrian governments.

51. Defendant, Abu Sayef Group, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Abu Sayef Group operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

52. Defendant, Algerian Armed Islamic Group a/k/a GIA, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Algerian Armed Islamic Group operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

53. Defendant, HAMAS, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. HAMAS operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

54. Defendant, Palestine Islamic Jihad, is a designated FTO, pursuant to §219 of the Immigration and Nationality Act, as amended by the Anti-terrorism and Effective Death Penalty Act of 1996. Palestine Islamic Jihad operates in concert, conspires, exchanges material support and resources, and is otherwise affiliated with al Qaida.

55. Defendant, The Islamic Republic of Iran (“Iran”), is a foreign state within the meaning of 28 U.S.C. §1391(f), and a designated State Sponsor of terrorism pursuant to the Export Administration Act of 1979 and the Foreign Assistance Act of 1961.

56. Defendant Iran has long provided material support and resources to al Qaida, as further described herein.

57. Defendant, Republic of Iraq (“Iraq”), is a foreign state within the meaning of 28 U.S.C. §1391(f), and a designated State Sponsor of terrorism pursuant to the Export Administration Act of 1979 and the Foreign Assistance Act of 1961.

58. Defendant Iraq has long provided material support and resources to al Qaida, including training in document forgery, bomb making and poison and gas production, as further described herein.

59. Defendant, The Republic of Sudan (“Sudan”), is a foreign state within the meaning of 28 U.S.C. §1391(f), and a designated State Sponsor of terrorism pursuant to the Export Administration Act of 1979 and the Foreign Assistance Act of 1961. Sudan maintains an Embassy within the United States at 2210 Massachusetts Avenue, N.W., Washington, D.C. 20008-2831.

60. Defendant Sudan has long provided material support and resources to al Qaida. According to the United States government, Sudan’s support of al Qaida has included para-military training, indoctrination, money, travel documentation, safe passage and refuge in Sudan, as further described herein.

61. Defendant, Syrian Arab Republic (“Syria”), is a foreign state within the meaning of 28 U.S.C. §1391(f), and a designated State Sponsor of terrorism pursuant to the Export Administration Act of 1979 and the Foreign Assistance Act of 1961.

62. Defendant Syria has long provided material support and resources to al Qaida, as further described herein.

63. Defendant, Kingdom of Saudi Arabia (“Saudi Arabia”), is a foreign state within the meaning of 28 U.S.C. §1391(f). Saudi Arabia maintains an Embassy within the United States at 601 New Hampshire Avenue, N.W., Washington, D.C. 20037.

64. Defendant Saudi Arabia has long provided material support and resources to al Qaida, including massive financial and logistical assistance, as further described herein.

65. Defendants, Osama bin Laden; Muhammad Atif a/k/a Subhi Sitta a/k/a Abu Hafs al-Masri; Sayf al-Adl; Shaykh Sa'id a/k/a Mustafa Muhammad Ahmad; Abu Hafs the Mauritanian a/k/a Mahfouz Ould al-Walid a/k/a Khalid al-Shanqiti; Ibn al-Shaykh al-Libi; Abu Zubaydah a/k/a Zayn al Abidin Muhammad Husayn Tariq; Abd al-Hadi al-Iraqi a/k/a Abu Abdullah; Ayman al-Zawahiri; Thirwat Salah Shihata a/k/a Muhammad Ali; Tariq Anwar al-Sayyid Ahmad a/k/a Fathi a/k/a Amr al-Fatih; Muhammad Salah a/k/a Nasr Fahmi Nasr Hasanayn; Makhtab al-Khidamat a/k/a Al-Khifaf; Al-Itihaad al-Islamiya (AIAI); Islamic Army of Aden; Wafa Humanitarian Organization; Al-Rashid Trust; Mamoun Darkazanli Import-Export Company; Nurjaman Riduan Ismuddin a/k/a Hambali; Mohammed Iqbal Abdurrahman a/k/a/ Abu Jibril; Benevolence International Foundation; Benevolence International Fund; Bosanska Idealna Futura; Global Relief Foundation a/k/a Foundation Secours Mondial; Mounir El Motassadeq; Ramzi Binalshibh; Zakarya Essabar; Said Bahaji; Turkistan Islamic Movement; Wa'el Hamza Julaidan a/k/a Al-Hasan al Madani; Adel Ben Soltane; Nabil Benattia; Yassine Chekkouri; Riadh Jelassi; Mendi Kammoun; Samir Kishk; Tarek Ben Habib Maaroufi; Abdelhalim Remadna; Mansour Thaer; Lazhar Ben Mohammed Tlili; Habib Waddani; Akida Bank Private Limited; Akida Investment Co. Ltd.; Nasreddin Group International Holding Ltd.; Nasco Nasreddin Holding A.S.; Nascotex S.A.; Nasreddin Foundation; BA Taqwa for Commerce and Real Estate Company Ltd.; Miga - Malaysian Swiss, Gulf and African Chamber; Gulf Center S.R.L.; Nascoservice S.R.L.; Nasco Business Residence Center SAS Di Nasreddin Ahmed Idris EC; Nasreddin

Company Nasco SAS Di Ahmed Idris Nassneddin EC; Nada International Anstalt; Nasreddin International Group Limited Holding; The Aid Organization of the Ulema; Ahmed Idris Nasreddin; Youssef Nada; Abdelkadir Mahmoud Es Sayed; Khalid Al-Fawaz; Abu Hamza Al-Masri; Mohamed Ben Belgacem Aouadi; Mokhtar Boughougha; Tarek Charaabi; Sami Ben Khemais Essid; Lased Ben Heni; Somalia Branch of the Al-Haramain Islamic Foundation; Bosnia-Herzegovina branch of Al-Haramain Islamic Foundation; Umma Tameer-E-Nau (UTN); Bashir-Ud-Din Mahmood; Abdul Majeed; S.M. Tufail; Al-Barakaat; Al Taqwa/Nada Group; Aaran Money Wire Service, Inc.; Al Baraka Exchange LLC; Al Barakaat Bank; Al-Barakat Bank of Somalia (BSS); Al-Barakat Finance Group; Al-Barakat Financial Holding Co.; Al-Barakat Global Telecommunications; Al-Barakat Group of Companies Somalia Limited; Al-Barakat International a/k/a Baraco Co; Al-Barakat Investments; Al-Barakat Wiring Service; Al Taqwa Trade, Property and Industry Company Limited; ASAT Trust; Bank al Taqwa Limited; Baraka Trading Company; Barakaat Boston; Barakaat Construction Company; Barakaat Enterprise; Barakaat Group of Companies; Barakaat International; Barakaat International Foundation; Barakaat International, Inc.; Barakaat North America, Inc.; Barakaat Red Sea Telecommunications; Barakaat Telecommunications Co. Somalia; Barakat Bank and Remittances; Barakat Computer Consulting (BCC); Barakat Consulting Group (BCG); Barakat Global Telephone Company; Barakat International Companies (BICO); Barakat Post Express (BPE); Barakat Refreshment Company; Barakat Wire Transfer Company; Barakat Telecommunications Company Limited (BTELCO); Barako Trading Company, LLC; Global Services International; Heyatul Ulya; Nada Management Organization; Parka Trading Company; Red Sea Barakat Company Limited; Somalia International Relief Organization; Somalia Internet

Company; Somalia Network AB; Youssef M. Nada & Co. Gesellschaft MBH; Youssef M. Nada; Hussein Mahmud Abdulkadir; Abdirasik Aden; Abbas Abdi Ali; Abdi Adulaziz Ali; Yusaf Ahmed Ali; Dahir Ubeidullahi Aweys; Hassan Dahir Aweys; Garad Jama; Ali Ghaleb Himmat; Albert Fredrich Armand Huber; Liban Hussein; Ahmed Nur Ali Jim'ale; Abdullahi Hussein Kahie; Mohammed Mansour; Zeinab Mansour-Fattah; Abdullah Ahmed Abdullah a/k/a Abu Mariam a/k/a Abu Mohamed Al-Masri a/k/a Saleh; Haji Abdul Manan Agha a/k/a Abd Al-Man'am Saiyid; Al-Hamati Sweets Bakeries; Muhammad Al-Hamati a/k/a Mohammad Hamdi Sadiq Al-Ahdal a/k/a Abu Asim Al-Makki; Amin Al-Haq a/k/a Dr. Amin Ah Haq a/k/a Muhammad Amin a/k/a Dr. Amin Ul-Haq; Saqar Al-Sadawi; Ahmad Sa'Id Al-Kadr a/k/a Abu Abd Al-Rahman Al-Kanadi; Anas Al-Liby a/k/a Anas Al-Libi a/k/a Nazim Al-Raghie a/k/a Nazih Abdul Hamed Al-Raghie a/k/a Anas Al-Sabai; Ahmad Ibrahim Al- Mughassil a/k/a Abu Omran a/k/a Ahmed Ibrahim Al-Mughassil; Abdelkarim Hussein Mohamed Al-Nasser; Al-Nur Honey Press Shops a/k/a Al-Nur Honey Center; Yasin Al-Qadi a/k/a Shaykh Yassin Abdullah Kadi a/k/a Yasin Kahdi; Sa'D Al-Sharif; Al-Shifa' Honey Press for Industry and Commerce; Ibrahim Salih Mohammed Al-Yacoub; Ahmed Mohammed Hamed Ali a/k/a Ahmed Mohammed Abdurehman a/k/a Abu Fatima a/k/a Abu Islam a/k/a Abu Khadijah a/k/a Ahmed Hamed a/k/a Ahmed the Egyptian a/k/a Ahmed Ahmed a/k/a Ahamad Al-Masri a/k/a Abu Islam Al-Surir a/k/a Ahmed Mohammed Ali a/k/a Hamed Ali a/k/a Ahmed Hemed a/k/a Ahmed Shieb a/k/a Shuaib; Ali Atwa a/k/a Ammar Mansour Bouslim a/k/a Hassan Rostom Salim; Muhsin Musa Matwalli Atwah a/k/a Abdel Rahman a/k/a Abdul Rahman a/k/a Abdul Rahman Al-Muhajir a/k/a Mohammed K.A. Al-Namer; Bilal Bin Marwan; Ayadi Chafiq Bin Muhammad a/k/a Ben Muhammad Aiadi a/k/a Ben Muhammad Aiady a/k/a Ben Muhammad Ayadi Chafik a/k/a Ben Muhammad Ayadi

Shafiq; Mamoun Darkazanli; Ali Saed Bin Ali El-Hoorie a/k/a Ali Saed Bin Ali Al-Houri
a/k/a Ali Saed Bin Ali El-Houri; Mustafa Mohamed Fadhil a/k/a Abd Al Wakil Al Masri
a/k/a Abu Al-Nubi a/k/a Hassan Ali a/k/a Abu Anis a/k/a Moustafa Ali Elbishy a/k/a
Mustafa Muhamad Fadil a/k/a Mustafa Fazul a/k/a Hussein a/k/a Abu Jihad a/k/a Khalid
a/k/a Nu Man a/k/a Mustafa Mohammed a/k/a Abu Yussrr; Ahmed Khalfan Ghailani
a/k/a Ahmed the Tanzanian a/k/a Foopie a/k/a Fupi a/k/a Abu Bakr Ahmad a/k/a A.
Ahmed a/k/a Abubakar Ahrmed a/k/a Abubakar K. Ahmed a/k/a Abubakar Khalfan
Ahmed a/k/a Abubakary K. Ahmed a/k/a Ahmed Khalfan Ahmed a/k/a Ahmad Al
Tanzani a/k/a Ahmed Khalfan Ali a/k/a Abu Bakr a/k/a Abubakary Khalfan Ahmed
Ghailani a/k/a Ammed Ghailani a/k/a Ahmad Khalafan Ghilani a/k/a Mahafudh
Abubakar Ahmed Abdallah Hussein a/k/a Abu Khabar a/k/a Ahmed Khalfan a/k/a Shariff
Omar Mohammed; Riad Hijazi a/k/a Abu-Ahmad Al-Amriki a/k/a Abu-Ahmad Al-
Hawen a/k/a Rashid Al-Maghribi a/k/a Abu-Ahmad Al-Shahid a/k/a M Raed Hijazi;
Hasan Izz-Al-Din a/k/a Ahmed Garbaya a/k/a Sa-Id a/k/a Samir Salwwan; Jaish-I-
Mohammed a/k/a Army of Mohammed; Jam'Yah Ta'Awun Al-Islamia a/k/a Jam'Iyat Al
Ta'Awun Al Islamiyya a/k/a JIT a/k/a Society of Islamic Cooperation; Mufti Rashid
Ahmad Ladehyanoy a/k/a Mufti Rasheed Ahma a/k/a Mufti Rashid Ahmad Ludhianvi
a/k/a Mufti Rashid Ahmad Wadehyanoy; Fazul Abdullah Mohammed a/k/a Fazul
Abdalla a/k/a Fazul Adballah a/k/a Abu Aisha a/k/a Abu Seif Al Sudani a/k/a Fadel
Abdallah Mohammed Ali a/k/a Abdalla Fazul a/k/a Abdallah Fazul a/k/a Abdallah
Mohammed Fazul a/k/a Haroon Fazul a/k/a Harun Fazul a/k/a Haroon a/k/a Fadhil
Haroun a/k/a Harun a/k/a Abu Luqman a/k/a Fazul Mohammed a/k/a Fazul Abdilahi
Mohammed a/k/a Fouad Mohammed a/k/a Fadil Abdallah Muhamad; Khalid Shaikh
Mohammed a/k/a Salem Ali a/k/a Fahd Bin Abdallah Bin Khalid a/k/a Ashraf Refaat

Nabith Henin a/k/a Khalid Abdul Wadood; Fahid Mohammed Ally Msalam a/k/a Usama Al-Kini a/k/a Fahid Mohammed Ally a/k/a Fahad Ally Msalam a/k/a Fahid Mohammed Ali Msalam a/k/a Mohammed Ally Msalam a/k/a Fahid Mohammed Ali Musalaam a/k/a Fahid Muhamad Ali Salem; RabitaTrust; Ansar al-Islam (AI) a/k/a Jund al-Islam; Youssef Abdaoui a/k/a Abu Abdullah a/k/a Abdellah a/k/a Abdullah; Mohammed Amine Akli a/k/a Samir a/k/a Kali Sami a/k/a Elias; Mohrez Amdouni a/k/a Fabio Fusco a/k/a Mohammed Hassan a/k/a Tuale Abu; Chiheb Ben Mohamed Ayari a/k/a Abu Hohem Hichem; Mondher Baazaoui a/k/a Hamza; Lionel Dumont a/k/a Bilal a/k/a Hamza a/k/a Jacques Brougere; Moussa Ben Amor Essaadi a/k/a Dah Dah a/k/a Abdelrahmman a/k/a Bechir; Rachid Fehar a/k/a Aminedel Belgio a/k/a Djaffar; Brahim Ben Hedili Hamami; Khalil Jarraya a/k/a Khalil Yarraya a/k/a Aziz Ben Narvan Abdel' a/k/a Amro a/k/a Omar a/k/a Amrou a/k/a Amr; Mounir Ben Habib Jarraya a/k/a Yarraya; Fouzi Jendoubi a/k/a Said a/k/a Samir; Fethi Ben Rebai Masri a/k/a Amor a/k/a Omar Abu a/k/a Fethi Alic; Najib Ouaz; Ahmed Hasni Rarrbo a/k/a Abdallah a/k/a Abdullah; Nedal Saleh a/k/a Hitem; Abdelghani Mzoudi; Gulbuddin Hekmatyar; Imad Mughniyeh; Muhammad Omar; Islamic International Brigade; Special Purpose Islamic Regiment; and Riyadus-Salikhin Recognizance and Sabotage Battalion of Chechen Martyrs, have been designated as supporters and associates of terrorists by the U.S. government, pursuant to Executive Order 13224, based on their material support and sponsorship of, or affiliation with, defendant al Qaida and/or affiliated FTOs, associations, organizations or persons. The claims asserted against these defendants are predicated on the conduct and evidence underlying their designations by the U.S. government, and the additional grounds set forth herein.

66. Defendants Princess Haifa Al-Faisal; Prince Bandar bin Sultan bin Abdulaziz al Saud; Osama Bassnan; Omar Al-Bayoumi; Fahad Al-Thumairy; World Assembly of Muslim Youth; Sheikh Ahmed Salim Swedan; Muhammad Abu-Islam; Abdullah ‘Qassim; Hashim Abdulrahman; Jamal Al-Badawi; Mohammed Omar Al-Harazi; Walid Al-Sourouri; Fatha Adbul Rahman; Yasser Al-Azzani; Jamal Ba Khorsh; Ahmad Al-Shinni; Jamil Qasim Saeed; Abu Abdul Rahman; Mohamed Bayazid; Abu Musab Zaraqawi; Sheikh Omar Bakri Muhammad; Abdul Fattah Zammar; Ghasoub Al Abrash Ghalyoun a/k/a Abu Musab; Bensayah Belkacem; Sabir Lamar; Wadih El-Hage; Wali Khan Amin Shah; Zacarias Moussaoui; The Taliban; Maulvi Abdul Kabir; Jalil Shinwari; Noor Jalil; Abdel Hussein; Adu Agab; National Islamic Front; Hassan Turabi; Iss El-Din El Sayed; Lashkar Redayan-E-Islami; Ahmad Salah a/k/a Salim; Abd Al-Mushin Al-Libi; Abdul Rahman Khaled Bin Mahfouz; Abdul Rahman Yasin; Abdulla Al Obaid; Abdula Bin Laden; Advice and Reformation Committee; Afghan Support Committee; Al Khaleejia for Export Promotion and Marketing Company; Al-Haramain a/k/a Al-Haramain Foundation; Enaam M. Arnanout; International Development Foundation; International Islamic Relief Organization; International Institute of Islamic Thought; Islamic Cultural Institute of Milan; Jamal Barzinji; Khaled Bin Mahfouz; Mohammed Jamal Khalifa; Mohammed Salim Bin Mahfouz; Muslim World League; National Commercial Bank; Prince Nayef Bin Abdulaziz Al Saud; Prince Sultan Bin Abdulaziz Al Saud; Rabih Haddah; SAAR Foundation; Saudi Sudanese Bank; Al Shamal Islamic Bank ;Sheikh Abu Bdul Aziz Nagi; Sheik Adil Galil Batargy a/k/a Adel Abdul Jalil Batterjee; Suleiman Abdel Aziz Al Rajhi; Taba Investments; Tanzanite King; Ulema Union of Afghanistan; Wadi Al Aqiq; Infocus Tech of Malaysia; Yazid Sufaat of Kuala Lumpur Malaysia; Al-Shaykh Al-Iraqi; Azzam Service Center; Abu Hajer Al Iraqi;

Mohammed Al Faisal Al Saud; Al-Hijrah Construction and Development Limited; Gum Arabic Company Limited; Al Shamal For Investment and Development; Saleh Abdullah Kamel; Al Baraka Investment and Development; Saudi Dallah Al Baraka Group LLC; Islamic Investment Company of the Gulf; Dar-Al-Maal Al Islami; Al-Bir Saudi Organization; Mohammad S. Mohammad; Tadamon Islamic Bank; Mustasim Abdel-Rahim; National Fund for Social Insurance; Abdul-Rahim Mohammed Hussein; Al Amn Al-Dakhili; Al Amn Al-Khariji; Abd Al Samad Al-Ta'ish; Mohamed Sadeek Odeh; Abdel Barry; Ahmad Salah a/k/a Salim; Mahdi Chamran Savehi; Mohammed Sarkawi; Al Tawhid; Haji Mohamad Akram; Abdallah Omar; Umar Faruq; Abd Al-Rahim Al-Nashiri; Turki Al Faisal Al Saud a/k/a Prince Turki; Prince Abdullah Al Faisal Bin Abdulaziz Al Saud a/k/a Prince Abdullah; Prince Salman Bin Abdul Aziz Al Saud a/k/a Prince Salman; Zouaydi a/k/a Muhammed Galeb Kalaje Zoaaydi a/k/a Abu Talha; Mullah Kakshar; Abdulaziz Bin Abdul Rahman Al Saud; Arafat El-Asahi; Haydar Mohamed Bin Laden; Mohammed Bin Abdulrahman Al Ariefy; Faisal Group Holding Company; Al Faisaliah Group; Bashsh Hospital; Mushayt for Trading Establishment; Abdullah Bin Abdul Muhsen Al Turki a/k/a Al Turki; Saudi High Commission a/k/a The Saudi High Relief Commission; Abdul Aziz Al Ibrahim a/k/a Al Ibrahim; Tarek Ayoubi; Al Anwa; Help African People; Ibrahim Bin Abdul Aziz Al Ibrahim Foundation; Mercy International Relief Agency; Islamic Movement of Uzbekistan; Saudi Bin Laden Group; Bakr M. Bin Laden; Salem Bin Laden; Saleh Gazaz; Mohammed Bahareth; Abdullah Bin Said; Mohammed Nur Rahmi; Tarek M. Bin Laden; Omar M. Bin Laden; Mohammed Bin Laden Organization; Saudi Bin Laden International Company; Yeslam M. Bin Laden; Global Diamond Resource; Human Concern International Society; Talal Mohammed Badkook; Dr. Mohaman Ali Elgari; New Diamond Holdings; M.M.

Badkook Company for Catering & Trading; Al-Mustaqbal Group; National Management Consultancy Center; Al-Rajhi Banking & Investment Corporation; Saleh Abdulaziz Al-Rajhi; Abdullah Sulaiman Al-Rajhi; Khalid Sulaiman Al-Rajhi; Al-Watania Poultry; Mar-Jac Poultry; Mar-Jac Investments, Inc.; Piedmont Poultry; Salim Bin Mahfouz; SNCB Corporate Finance Limited; SNCB Securities Limited in London; SNCB Securities Limited in New York; Saudi Economic and Development Company; Zakat Committee; Red Crescent Saudi Committee; Blessed Relief Foundation; Abdulkarim Khaled Uusuf Abdulla; Abdulrahman Bin Khalid Bin Mahfouz; Al-Birr; Hisham; Hezbe-Islami; Saif Al Islam El Masry; Syed Suleman Ahmer; Mazin M.H. Bahareth; Shahir Abdulraoof Batterjee; Zahir H. Kazmi; Muzaffar Khan; Soliman J. Khudeira; Jamal Nyrabeh; Ahmad Ajaj; Success Foundation; Abdulrahman Alamoudi; American Muslim Foundation; Mohammed Omeish; Adnan Basha; Mahmoud Jaballah; Arafat El-Ashi; Moro Islamic Liberation Front; Jamal Ahmed Mohammed; Mohammed Khatib; Saudi Joint Relief Committee; Taibah International Aid Association; Islamic African Relief Agency; Tarik Hamdi; Fazeh Ahed; Sanabil Al-Khair; Sana-Bell, Inc.; Sanabel Al-Kheer, Inc.; Khaled Nouri; Abdullah M. Al-Mahdi; Tareq M. Al-Swaidan; Abdul Al-Moslah; Salah Badahdh; Hassan A.A. Bahfzallah; M. Yaqub Mirza; Ihab Ali; Samir Salah; Ibrahim Hassabella; Hisham Al-Talib; Abu Sulayman; Ahmed Totonji; Iqbal Yunus; M. Omar Ashraf; Mohammed Jaghlit; Muhammad Ashraf; Sherif Sedky; African Muslim Agency; Aradi, Inc.; Grove Corporate, Inc.; Heritage Education Trust; Mena Corporation; Reston Investments, Inc.; Safa Trust; Sterling Charitable Gift Fund; Sterling Management Group; York Foundation; National Development Bank; Dallah Avco Trans Arabia Co. Ltd.; Omar Al Bayoumi a/k/a Abu Imard; Masjed Al Madinah Al Munawarah a/k/a Masjid Al Madinah Al Munawarah; Aqsa Islamic Bank; Aqeel Al-Aqeel; Mansouri

Al-Kadi; Soliman H.S. Al-Buthe; Perouz Seda Ghaty; Ahmed Ibrahim Al Najjar; Adel Muhammad Sadiq Bin Kazem; Saudi American Bank; Abdulaziz Bin Hamad; Khalil A. Kordi; Rashid M. Al Romaizan; Abdulaziz Bin Hamad Al Gosaibi; Saudi Cement Company in Damman; Omar Sulaiman Al-Rajhi; Arab Cement Company; Zeinab Mansour-Fattouh; Mohammed Chehade; Hazem Ragab; Mohammed Alchurbaji; Mustafa Al-Kadir; Abu Al-Maid; Al Shamal Islamic Bank a/k/a Shamel Bank a/k/a Bank El Shamar; Sulaiman Al-Ali; Khaled Nouri; Muslim World League offices; Abdullah Bin saleh Al-Obaid; Taha Jaber Al-Alwani; International Institute of Islamic Thought; Ibrahim S. Abdullah; Mohammed Bin Faris; Dr. Mahmoud Dakhil; Mohammed Al Faisal Al Saud; Abdul Rahman Al Swailem; Delta Oil Company; Nimir, LLC; Arab Bank, PLC; Dubai Islamic Bank; Nada Management Organization, SA; Ary Group; Islamic Cultural Center of Geneva; Hani Ramadan; The Committee for the Defense of Legitimate Rights; Proyectos Y Promociones Iso; Afamia, SL; Cobis; Abrash Company; Promociones Y Construcciones Tetuan Pricote, S.A.; Contratas Gioma; Eurocovia Obras, S.A.; Proyectos Y Promociones Pardise, S.L.; Proyectos Edispan; Ghasoub Al Abrash; Mustaf Ahmed Al-Hisawi a/k/a Sheik Saeed; Imad Eddin Barakat Yarkas a/k/a Abu Dahdah; Muhammed Galeb Kalaje Zuoyadi a/k/a Abu Talha; Bassam Dalati Satut; Abdalrahman Alarnout Abu Aljer a/k/a Abu obed; Mohammed Khair Al Saqqa a/k/a Abu Al Darda; Ghasoub Al Abrash Ghalyoun a/k/a Abu Musab; Mohammed Ali Sayed Mushayt; Mohammed Hussein Al-Amoudi; Abu Qatada Al-Filistini a/k/a Abu Ismail a/k/a Abu Umar a/k/a Abu Omar Omar a/k/a Abu Umar Takfiri a/k/a Abu Umar umar a/k/a Ali-Samman Uthman a/k/a Omar Mahmoud Uthman a/k/a Umar Uthman; Yassir Al-Sirri a/k/a Ammar; Mohammed Al Massari; Lujain Al-Iman; Ziyad Khaleel; Ibrahim Bah; Abu Zubaydah; Mamdouh Mahmud Salim a/k/a Abu Hajer Al Iraqi; Sheikh

Abdullah Azzam a/k/a Abu Muhammed; Abdullah Samil Bahmadan; Essam Al Ridi; Omar Abu Omar; Mohammed Ali Hasan Al Moayad; Al Farooq Mosque; Yousef Jameel; Ibrahim Muhammed Afandi; Mohammed Bin Abdullah Al-Jomaiith; Abdulrahman Hassan Sharbatly; Salahuddin Abduljawad; Ahmed Zaki Yamani; Ahmad Al Harbi; Mohammed Al-Issai; Hamad Hussaini; Abu Rida Al Suri a/k/a Mohammed Loay Bayazid; Saudi Red Crescent; Ahmed Brahim; Abu Musab Al-Zarqawi; Abu Ibrahim Al-Masri; Dar Al Maal Al Islami Trust; DMI Administrative Services, S.A.; Islamic Assembly of North America; Salman Al-Ouda; Safar Al-Hawali; Saleh Al-Hussayen; Sami Omar Al-Hussayen; Muhammed J. Fakihi; Queen City Cigarettes and Candy; Agus Budiman; Al-Baraka Bankcorp, Inc.; Ahmed Ressam; Said Bahaji; Zakariya Essabar, have aided and abetted, conspired with, and provided material support and resources to, defendant al Qaida and/or affiliated FTOs, associations, organizations or persons, as described herein.

II. JURISDICTION

67. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1332(a)(2) (diversity), and 28 U.S.C. § 1350 (Alien Tort Claims Act).

68. The jurisdiction of this Court over defendants Iran, Iraq, Sudan, Syria and Saudi Arabia is invoked pursuant to 28 U.S.C. § 1330, as the claims against those defendants fall within the exceptions to immunity set forth at 28 U.S.C. §§ 1605(a)(2), 1605(a)(5) and 1605(a)(7) (Foreign Sovereign Immunities Act).

69. Venue in this district is proper pursuant to § 408(b)(3) of the Air Transportation Safety and System Stabilization Act, 49 U.S.C. § 40101, and 28 U.S.C. §§ 1391(b)(2) and 1391(f)(1).

III. FACTUAL BACKGROUND

70. On September 11, 2001, nineteen (19) members of the al Qaida terrorist network hijacked four (4) commercial airliners, and used those planes as weapons in a coordinated terrorist attack on the World Trade Center Complex in New York and the Pentagon in Arlington, Virginia (the “September 11th Attack”).

71. The September 11th Attack resulted in the tragic loss of several thousand lives, personal injuries to countless other persons, and property damage on a catastrophic scale, including the complete destruction of the World Trade Center Complex.

72. The September 11th Attack was a direct, intended and foreseeable product of a larger conspiracy among the defendants, to commit acts of international terrorism against the United States, its nationals and allies.

73. The conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies, included the provision of material support and resources to defendant al Qaida and affiliated foreign states, FTOs, persons, organizations, commercial entities and other parties, as discussed herein.

74. Absent the material support and resources provided by the co-defendants, both directly and indirectly, al Qaida would not have possessed the financial resources, physical assets, membership base, technological knowledge, communication skills, and global reach required to conceive, plan and execute the September 11th Attack.

ORIGINS OF AL QAIDA

75. The al Qaida movement has its origins in the “holy war” against the Soviet occupation of Afghanistan. During the 1980s, mujihadeen fighters from throughout the Muslim world came to Afghanistan to fight the Soviet Red Army and defend Afghani Muslims. From the early stages of the conflict, Osama bin Laden provided financial, organizational, and engineering aid to the mujihadeen in Afghanistan, at the behest of the

Kingdom of Saudi Arabia. Together with Abdullah Azzam, bin Laden founded an organization known as the Makhtab al Khidmat (“The Office of Services”), to facilitate the provision of financial and logistical support to the mujihadeen.

76. Throughout the conflict with the Soviet Red Army, the Makhtab al Khidmat worked closely with a number of purported charities and relief organizations to provide travel documents, funds, transportation, training, facilities, arms, physical assets and other logistical support to the mujihadeen. In collaboration with one another, these ostensible charities and relief organizations established a vast financial and logistical infrastructure to support the mujihadeen opposition to the Soviet occupation of Afghanistan. The ostensible charities that operated within that infrastructure included the Muslim World League, International Islamic Relief Organization, Benevolence International Foundation a/k/a Lajnat al-Birr al-Islamiyya, and the Saudi Red Crescent, among others.

77. Shortly before the Soviet Army withdrew from Afghanistan in 1989, Osama bin Laden became determined to spread the jihadist movement to regions outside of Afghanistan, and to wage war with the United States of America, which he believed to be the true enemy of Islam. In furtherance of that objective, bin Laden established al Qaida. At the time of its establishment, al Qaida had only fifteen (15) members. Over the course of the next thirteen- (13) years, al Qaida grew to include several thousand members, associates, and supporters, with operational and logistical cells in every corner of the globe. By September 11, 2001, al Qaida also served as an umbrella organization for other like minded terrorist groups, through which it frequently conducted terrorist attacks.

78. Using the system developed to support the mujihadeen fighters in Afghanistan as a model, al Qaida relied, from its inception, on a complex infrastructure of ostensible charities, relief organizations, mosques, banks, financial institutions, wealthy sponsors, and for-profit enterprises to fuel its phenomenal development and global expansion. This international support infrastructure sustained al Qaida when it moved from Afghanistan to the Sudan in 1991, and when it was forced to relocate back to Afghanistan in 1996. Absent this international support infrastructure, al Qaida would have remained a regional extremist organization, without the capacity to conduct acts of international terrorism.

GENERAL ALLEGATIONS COMMON TO ALL CHARITY DEFENDANTS

79. Ostensible charitable organizations, and in particular, Islamic charities under the control of the Kingdom of Saudi Arabia, have played a singularly important role in al Qaida's development and pursuit of its perverse ambitions. These "charities" have served as the primary vehicle for raising, laundering and distributing funds on behalf of al Qaida from its inception. In addition, these charities have provided arms, false travel documentation, physical assets and logistical support to al Qaida. In many cases, senior members of the al Qaida movement have served as senior representatives of the charities, and used their employment status with the charities to shield their direct involvement in planning, coordinating, organizing, funding and conducting acts of international terrorism. Facilities of the charities, including the branch offices, have served as safe houses for al Qaida operatives, and bases for planning and launching operations. These charities are fully integrated components of al Qaida's organizational structure, and are actively involved at every level of al Qaida's operations, from recruitment and training of new members, to the planning and conduct of terrorist attacks.

80. In describing the integral role of charitable organizations in al Qaida's global operations, the United Nations Security Council Committee concerning al Qaida and the Taliban recently stated:

From its inception, al-Qaida has relied heavily on charities and donations from its sympathizers to finance its activities. Charities provide al-Qaida with a very useful international channel for soliciting, collecting, transferring and distributing the funds it needs for indoctrination, recruitment, training, and logistical and operational support. These funds are often merged with and hidden among funds used for other legitimate humanitarian or social programs. Al-Qaida supporters and financiers have also established front charity networks whose main purpose is to raise and deliver funds to al-Qaida. The roots of these charity networks stem from the anti-Soviet Jihad in Afghanistan during the last 1980s. During that time, al-Qaida could draw on a number of state-assisted charities and other deep pocket donors that supported the anti-Soviet cause.

Today, al-Qaida continues to rely heavily on those charities to facilitate and mask the collection and movement of its funds.

81. The longstanding involvement of purported charities in the sponsorship of Islamic terrorist organizations is further evidenced by a recently declassified 1996 Report of the Central Intelligence Agency. In that report, the author states as follows:

Of the 250 local and foreign-based non-governmental charitable organizations (NGOs) that operate worldwide, over 50 are international Islamic NGOs conducting humanitarian work. Available information indicates that approximately 1/3 of the Islamic NGOs support terrorist groups or employ individuals who are expected of having terrorist connections.

82. International investigations since September 11, 2001 have further exposed the pervasive involvement of purported charitable organizations in the al Qaida movement. As a result of those investigations, the United States Government has

designated the following purported charities as sponsors and supporters of al Qaida or an affiliated FTO under the Executive Order 13224 designation program: al Haramain Foundation, Benevolence International Foundation, Blessed Relief (Muwafaq) Foundation, Holy Land Foundation for Relief and Development, Global Relief Foundation, al Rashid Trust, Wafa Humanitarian Organization and Revival of Islamic Heritage Society. Investigations regarding the terrorist activities of a number of additional ostensible charities, including the Muslim World League, World Assembly of Muslim Youth and International Islamic Relief Organization, are continuing.

83. Absent the pervasive and critical infrastructure and support provided by the charity defendants, as further described herein, al Qaida would have forever remained a regional extremist organization, without the capacity to conduct large scale terrorist attacks on a global scale.

BENEVOLENCE INTERNATIONAL FOUNDATION

84. Defendant Benevolence International Foundation (BIF) is an ostensible charity, with offices located throughout the World. BIF is the successor in interest to Lajnat al Biarr al Islamiyya, which was established by defendant Adel Batterjee in 1987 in Pakistan. BIF is a subsidiary body of the Muslim World League, and has frequently shared common officers and directors with that organization.

85. BIF is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs BIF operations, appoints and terminates BIF personnel, provides BIF with virtually all of its funding, determines how funds will be distributed throughout the World, and otherwise stringently controls BIF's operations. In many countries, BIF conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

86. BIF has long acted as a fully integrated component of al Qaida's logistical and financial support infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

87. On November 19, 2002, the United States government designated BIF, and several related entities, as financiers of terrorism pursuant to Executive Order 13224.

The Treasury Department press release relating to the designation stated as follows:

Benevolence International Foundation ("BIF") is a US tax-exempt not-for-profit organization whose stated purpose is to conduct humanitarian relief projects through the World. BIF was incorporated in the State of Illinois on March 30, 1992. Although BIF is incorporated in the United States, it operates around the World, in Bosnia, Chechnya, Pakistan, China, Ingushetia, Russia, and other nations. BIF operates as Benevolence International Fund in Canada and as both Bosanska Idealna Futura in Bosnia.

Enaam Arnaout, BIF's chief executive officer and a member of the Board of Directors, recently was indicted in the United States for operating BIF as a racketeering enterprise and providing material support to organizations, including al Qaida that are engaged in violent activities.

Substantial evidence documents the close relationship between Arnaout and Usama bin Laden, dated from the mid-1980s. An article in the Arab News from 1998, reporting on bin Laden's activities at the "al Masada" mujahideen camp in Afghanistan, included a photograph of Arnaout and bin Laden walking together. In a March 2002 search of BIF's offices, Bosnia law enforcement authorities discovered a host of evidence linking Arnaout to bin Laden and al Qaida. Among the files were scanned letters between Arnaout and bin Laden, under their aliases.

In one handwritten letter, bin Laden indicates that Arnaout is authorized to sign on bin Laden's behalf.

Various documents also establish that Arnaout worked with others – including members of al Qaida – to purchase rockets, mortars, rifles, and offensive and defensive bombs, and to distribute them to various mujahideen camps, including camps operated by al Qaida.

Arnaout claimed to the Chicago Tribune last winter that he did not know bin Laden personally, that he had never been to the “al Masada” camp (at which he had been photographed walking with bin Laden), and that he was working in a restaurant in the Persian Gulf area during the relevant time frame. BIF’s counsel later acknowledged in court that “it would appear that the nature of [Arnaout] contacts [with bin Laden] may have been of a deeper nature than what he described to the Tribune.

BIF has also provided additional support for and has been linked in other ways to al Qaida and its operatives. First, BIF lent direct logistical support in 1998 to Mamdouh Mahmud Salim, a bin Laden lieutenant present at the founding of al Qaida. Salim was indicted for conspiring to kill U.S. nationals. Testimony at the 2001 trial of United States v. bin Laden, et al., implicated Salim in efforts to develop chemical weapons on behalf of al Qaida in the 1990s. As early as 1992, Salim and bin Laden made efforts to develop conventional weapons and to obtain nuclear weapons components. BIF is also linked to Mohamed Loay Bayazid, who was implicated in the US embassy bombing trial for his efforts, approved by Salim, to obtain weapons components on behalf of bin Laden in 1993 – 1994. Bayazid’s driver’s license application, dated September 12, 1994, identifies his address as the address of BIF’s Illinois office. In the late 1990s, Saif al Islam el Masry, a member of al Qaida’s Maglis al Shura (consultation counsel), served as an officer in BIF’s Chechnya office.

88. On January 6, 2003, federal prosecutors filed a Santiago proffer in the criminal prosecution of Enaam Arnaout referenced above. The evidentiary proffer, which is incorporated herein by reference, details at length the pervasive involvement of BIF, and of its executives and employees, in sponsoring al Qaida’s global operations, describing the provision of material support and sponsorship to al Qaida as BIF’s “core mission.”

89. As set forth in greater detail in the Santiago proffer, BIF materially supported al Qaida and al Qaida affiliated militants in Afghanistan, Sudan, Bosnia-Herzegovina, Chechnya and other areas. For a period of more than 15 years, BIF

representatives used the cover of their employment with BIF to shield their direct involvement in providing material support to Osama bin Laden, al Qaida, Gulbuddin Hekmatyar and Hezb e Islami. The support provided by BIF included purchasing large quantities of weapons, operating radio communications, providing physical assets and false travel documents to al Qaida fighters, and sponsoring al Qaida camps throughout the World.

90. BIF worked closely with several other purported charities, including the World Assembly of Muslim Youth, Muslim World League, International Islamic Relief Organization, and Al Haramain Foundation, in connection with its efforts to sponsor al Qaida's activities.

91. Founding members of al Qaida, including Enaam Arnaut, Wa'el Julaidan, Abu Rida al Suri (Mohammed Loay Bayazid), and Abu Hajer al Iraqi (Mandouh Salim), have served as officials of BIF.

92. In 1990, while Enaam Arnaut was ostensibly working for BIF, he participated with other al Qaida members in the purchase of weapons for al Qaida, including AK assault rifles and mortar rounds. These weapons were ultimately delivered to al Qaida camps within Afghanistan, under Enaam Arnaut's supervision.

93. In 1991, Osama bin Laden decided to relocate al Qaida's leadership structure and principal training camps to the Sudan, under the protection of the ruling National Islamic Front regime. Al Qaida remained in Sudan for a period of five (5) years, during which it worked closely with the National Islamic Front, the Sudanese Intelligence Service, and the Popular Defense Force.

94. When the al Qaida leadership structure relocated to Sudan in 1991, BIF immediately opened an office in the Sudan, to support al Qaida in its new location. BIF's

sponsorship of al Qaida in the Sudan mirrored how it had worked with al Qaida in Afghanistan prior to 1991.

95. In 1992 the al Qaida leadership, including Osama bin Laden, made a strategic decision to become deeply involved in the ongoing ethnic conflict in the Balkan region, in order to establish relationships and a base of operations to support future al Qaida attacks in Europe. Towards that objective, al Qaida sent its mujihadeen fighters to Bosnia, to train and fight alongside members of the Bosnian Muslim Army.

96. From the outset, BIF played a pivotal role in al Qaida's efforts to establish operations in Bosnia. BIF provided food, clothing, money and communications' equipment to al Qaida affiliated fighters in Bosnia. BIF facilitated the movement of hundreds of al Qaida mujihadeen fighters into the region, by falsely representing to authorities that those terrorists would be working as BIF relief workers.

97. Within the Muslim world, BIF made little effort to conceal its support for al Qaida's operations in Bosnia. In its Arabic language fundraising appeals, BIF advertised itself as a "trustworthy hand for the support of [both] the Mujahideen and refugees" in Bosnia. Similarly, documents recovered during a federal raid of BIF's Illinois office in December 2001 included handwritten Arabic notations explaining that its headquarters in Croatia was established "for relief operations in support of Jihad in Bosnia/Herzegovina...contribute with your Mujahideen brothers to repel the Crusader/Zionist attack on Muslim lands."

98. The federal raid of BIF's Illinois office uncovered the following additional documents confirming the scope and extent of BIF's sponsorship of al Qaida's efforts in Bosnia: a receipt dated July 21, 1994, from the "Black Swans" Bosnian Muslim commando brigade for 300 blankets and 200 pairs of boots obtained from BIF; a receipt

from the BiH Army dated June 3, 1994, for 2000 uniforms, 2000 pairs of shoes, and 10 “mass communication stations” donated by BIF to “this military unit;” a request dated December 31, 1994, from the Bosnian military for a combat ambulance, later delivered as promised in January 1995; and, a memorandum to BIF director Enaam Arnaout, dated November 17, 1995 describing the recent contribution of 200 tents to the Muslim army.

99. In March 2002, Bosnian police raided BIF’s Sarajevo offices. During the raid, investigators recovered extensive documentation relating to al Qaida’s operations from BIF’s computer system, including internal al Qaida documents detailing the contributions of various individuals and purported charities to the terrorist organization’s development and expansion. As is discussed in greater detail in the U.S. government’s Santiago proffer in the Arnaout prosecution, the computer system housed a file labeled “Tareekh Osama” (“Osama’s History”), containing scanned images of documents chronicling the formation of al Qaida. BIF also maintained scanned documents in a voluminous “Tareekh al Musadat” file, detailing the history of al Qaida’s Al Masada training camp, as well as an “Al Jabal” file containing daily reports of activities at the Al Jabal camp, operated by the al Qaida affiliated Hizb e Islami.

100. The documents contained within the aforementioned files confirm the long term and global participation of BIF, MWL, Rabita Trust, and other purported charities in al Qaida’s support infrastructure.

101. Within the Tareekh Osama file, investigators also uncovered a document called the “Golden Chain.” According to officials of the U.S. government, this document is “a list of people referred to within al Qaida” as wealthy donors to the al Qaida movement. Among the individuals identified in the Golden Chain as al Qaida’s principal sponsors are defendants Suleiman al-Rashid, Abdulkader al Bakri a/k/a Abdel Qader

Bakri, Bakr Bin Laden, Youseff Jameel, Ibrahim Muhammad Afandi, Saleh Abdullah Kamel, Suleiman Abdulaziz al Rajhi, Mohammad bin Abdullah al-Jomaih, Abulrahman Hassan Sharbalty, Ahmed Mohamed Naghi, Khalid Bin Mahfouz Adel Faqih a.k.a Abdel Qader Faqeeh, Salahuddin Abduljawad a/k/a Salah al-Din Abdel Jawad, Ahmad Turki Yamani a/k/a Ahmed Zaki Yamani, Abdul Hadi Taher, Ahmad al Harbi Mohammed al-Issai, Hamad al Hussaini, Mohamed Omar and al Kuwait.

102. In conjunction with the March raid of BIF's regional headquarters in Sarajevo, Bosnian police detained its manager, Munib Zahiragic, a former intelligence officer affiliated with the Bosnian Foreign Ministry. Zahiragic turned over secret documents regarding al Qaida activities in Bosnia, including transcripts of communications between BIF management and senior commanders of al Qaida based in Afghanistan. The Bosnian officials also discovered firearms, ski masks, numerous military manuals on topics including small arms and explosives, fraudulent passport materials, and photographs of Osama bin Laden during the raid.

103. BIF played an equally important role in the infrastructure supporting al Qaida's activities in Chechnya. Recognizing that the best way to transfer supplies into Chechnya was through Azerbaijan, BIF established a branch office in Baku, Azerbaijan to serve as a conduit for military supplies to al Qaida militants in Chechnya. Al Qaida lieutenant Saif ul Islam al Masri (a/k/a Abu Islam al Masri) served as BIF's charge d'affaires in the Chechen capital of Grazni, at the end of the supply chain. Saif ul Islam was a member of al Qaida's military committee and had graduated from an expert training course in explosives conducted by the Iranian backed Hezbollah terrorist group in Southern Lebanon. Saif also trained Somali Muslim militiamen to shoot down U.S. helicopters during the United Nations' humanitarian mission in the Horn of Africa in the

early 1990s. His passport photograph was recovered during a search in 1997 of Kenyan residents suspected of belonging to a local al Qaida cell. During this time period, Saif was in direct contact via telephone from Baku with the Kenyan terrorist cell led by Wadih el Hage, who was responsible for relaying messages between Saif ul Islam in the Caucuses and the military committee of al Qaida in Afghanistan, which included Muhammed Atef and Osama bin Laden.

104. Within Chechnya, BIF provided material support to al Qaida fighters supporting the Chechen mujihadeen in the form of anti-mine boots, an x-ray machine, military uniforms and cash, in direct contravention of governing United Nations resolutions.

105. Within the United States, BIF's operations within the United States were headquartered in Illinois and run by senior al Qaida lieutenants Enaam Arnaout and Mohammed Laoy Bayazid, both founding members of the al Qaida movement. In the New York area, BIF was represented by Saffet Abid Catovich, a prominent leader of radical islamic elements in Bosnia-Herzegovina.

106. BIF engaged in extensive efforts to cover the nature of its operations within the United States from the public, going so far as to draft separate mission statements for internal and external purposes. While the external drafts portray BIF as a pure relief agency, the internal documents make clear that BIF's primary mission was the support of jihad and al Qaida mujihadeen.

107. Enaam Arnaout spoke with Munib Zahiragic while he was in the custody of Bosnian officials. During the conversation, Zahiragic advised Arnaout that the Bosnian officials had recovered various documents relating to al Qaida activities in Bosnia. Upon learning of the nature of the materials recovered in the raid, Arnaout

ordered Zahiragic to conceal from authorities the involvement of other BIF representatives in the sponsorship of al Qaida activities, including Arnaout's own involvement.

108. BIF's U.S. arm used the U.S. financial system extensively to launder money for al Qaida and support its terrorist operations throughout the world. Between June 2000 and September 2001, members of the al Qaida movement transferred in excess of \$1,000,000 via wire from an account at Union Bank at Switzerland to BIF's checking account in the United States. Those funds were co-mingled in BIF's checking account with donations the BIF Enterprise received from other sources and dispersed in large part to BIF offices overseas.

109. BIF substantially understated the amount of funds it received from the Swiss bank account in its 2000 tax returns, and did not attribute a substantial portion of the funds to a known source.

110. Between January 4, 2000 and April 11, 2000, BIF sent 19 wire transfers from its checking account with Citibank to the bank accounts of Jordan Relief Association, MADLEE in Tbilisi, Georgia and BIF's accounts in Baku, Azerbaijan; Moscow, Russia; and Riga, Latvia, to support al Qaida mujihadeen fighters in Chechnya.

111. As the forgoing demonstrates, BIF has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

112. The September 11th Attack was a direct, intended and foreseeable product of BIF's participation in al Qaida's jihadist campaign.

THE MUSLIM WORLD LEAGUE

113. Founded in 1962 by the Kingdom of Saudi Arabia, the Muslim World League (MWL) is among the world's largest Islamic charitable organizations, with offices in more than thirty (30) countries. The MWL serves as an umbrella organization for a number of other Islamic charities, commonly referred to as bodies or members of the League, including the International Islamic Relief Organization, World Assembly of Muslim Youth, al Haramain & al Aqsa Mosque Foundation, Benevolence International Foundation and Rabita Trust, among others.

114. MWL is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs MWL operations, appoints and terminates MWL personnel, provides the MWL with virtually all of its funding, determines how funds will be distributed throughout the world, and otherwise stringently controls the MWL's operations. In many countries, MWL conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

115. Senior officials of the MWL have expressly acknowledged that the MWL and its subsidiary bodies are agencies, instrumentalities and organs of the Kingdom of Saudi Arabia. During court proceedings in *Minister of Citizenship and Immigration v. Mahmoud Jaballah*, Federal Court of Canada, Docket DES-6-99, an immigration proceeding initiated against an employee of the International Islamic Relief Organization based on his sponsorship of terrorist organizations, Arafat El Asahi, the director of the International Islamic Relief Organization in Canada and a full time employee of the Muslim World League, testified as follows:

Let me tell you one thing, the Muslim World League, which is the mother of IIRO, is a fully government funded organization. In other words, I work for the government of

Saudi Arabia. I am an employee of that government. Second, the IIRO is the relief branch of that organization which means that we are controlled in all of our activities and plans by the government of Saudi Arabia. Keep that in mind, please ... I am paid by my organization which is funded by the [Saudi] government ... the [IIRO] office, like any other office in the world, here or in the Muslim World League, has to abide by the policy of the government of Saudi Arabia. If anybody deviates from that, he would be fired; he would not work at all with IIRO or with the Muslim World League.

116. The MWL has long operated as a fully integrated component of al Qaida's financial and logistical infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

117. The MWL's close affiliation with Osama bin Laden and other high ranking al Qaida officials dates to the 1980's. During the war against the Soviet occupation of Afghanistan, Abdullah Azzam, bin Laden's spiritual mentor and partner in Makhtab al Kidhmat, headed the office of the MWL in Peshawar, Pakistan, which served as the rear base for mujihadeen operations. That office was thereafter led by Wa'el Julaidan, who also served as Director General and a member of the Board of Trustees of Rabita Trust, a financial arm of the MWL. Wa'el Julaidan is a founding member of al Qaida. On September 6, 2002, the United States Department of Treasury designated Julaidan as a Specially Designated Global Terrorist pursuant to Executive Order 13224.

The Treasury Department statement regarding the designation provided as follows:

Wa'el Hamza Julaidan, a Saudi citizen, is an associate of Osama bin Laden. Julaidan fought with bin Laden in Afghanistan in the 1980s. Julaidan is also associated with several individuals and entities linked to al Qaida, including bin Laden's lieutenants, Ayman al Zawahri, Abu Zubaida, and Mohammed Atef; and the organizations: Maktab al Khidmat, the Rabita Trust, and al-Gamma al Islamiya. These individuals and entities have been previously designated under President Bush's Executive Order and by the United Nations.

Bin Laden himself acknowledged close ties to Julaidan during a 1999 interview with al-Jazeera TV. When referring to the assassination of al Qaida co-founder Abdullah Azzam, bin Laden stated that “we were all in one boat, as is known to you, including our brother, Wa’el Julaidan.” Julaidan has established contacts with several known Islamic extremists, including bin Laden’s principal lieutenant, Ayman al-Zawahri. Another bin Laden lieutenant, Abu Zubaida, claimed that he had accompanied Julaidan from Pakistan to Kandahar, Afghanistan during the summer of 2000. Zubaida said that Julaidan met with bin Laden and senior bin Laden lieutenant Mohammed Atef soon after arriving in Kandahar.

In February 2000, Julaidan was appointed to the Board of Trustees of the Rabita Trust and served as its director general. The Rabita Trust is an NGO designated under President Bush’s Executive Order as an organization that provided logistical and financial support to al-Qa’ida.

BASIS FOR DESIGNATION

The United States has credible information that Wa’el Hamza Julaidan is an associate of Osama bin Laden and several of bin Laden’s top lieutenants. Julaidan has directed organizations that have provided financial and logistical support to al-Qa’ida. Accordingly, the United States is designating Julaidan under Executive Order 13224 as a person who supports terror.

118. From the earliest stages of al Qaida’s development, the MWL has served as a front to conceal the terrorist organization’s existence and true purpose, as confirmed by documents seized throughout the world in conjunction with investigations into al Qaida’s global support infrastructure.

119. An internal al Qaida document seized during the March 2002 search of BIF’s Sarajevo offices, written on the joint letterhead of the MWL and International Islamic Relief Organization, suggests using the name of the “League” as “an umbrella which you can stay under.”

120. In another letter seized in Bosnia, the MWL suggests the use of “League offices” for launching al Qaida attacks.

121. A separate document recovered during the same raid includes a list of orders from Osama bin Laden regarding the management of Islamic charities. At point 10 of his list, Bin Laden urges the creation of a committee to receive and distribute donations to al Qaida, and suggests the participation of the Saudi Red Crescent, Rabita Trust [MWL] and the Relief Agency.

122. As al Qaida developed and expanded its operations into new geographical regions over the years, the MWL extended its infrastructural support accordingly. While working for the MWL in Kenya, Ihab Ali relayed messages between Osama bin Laden and Wadi El-Hage in connection with the coordination of the bombings of the U.S. embassies in Kenya and Tanzania. El Hage, who was convicted for his role in the embassy bombings, was himself at one time an employee of the MWL.

123. The MWL also provided direct financial assistance to al Qaida members involved in the attempted assassination of Egyptian President Hasni Mubarak in 1995.

124. The MWL further sponsored al Qaida through its participation in the Saudi Joint Relief Committee (SJRC), a body established by the Kingdom of Saudi Arabia to coordinate ostensible relief efforts among several charitable organizations under its control and direction in Kosovo and Chechnya. The other purported charities compromising the SJRC include the International Islamic Relief Organization, Saudi Red Crescent Society, World Assembly of Muslim Youth, al Haramain Foundation, Islamic Endowments and Makk Establishment, among others.

125. The United Nations' mission in Kosovo declared that the SJRC in Pristina, Kosovo served as a cover for several al Qaida operatives, including Adel Muhammad Sadi bin Kazam and Wa'el Hamza Julaidan, both of whom served as directors of SJRC.

126. Between 1998 and 2000, the Kingdom of Saudi Arabia, through SJRC, diverted more than \$74 million to al Qaida members and loyalists affiliated with SJRC bureaus. Throughout this time, the Committee was under the supervision and control of Saudi Interior Minister Prince Naif bin Abdul Aziz.

127. As further detailed herein, the MWL has also provided substantial material support and resources to al Qaida through its subsidiary bodies, including the International Islamic Relief Organization, World Assembly of Muslim Youth, Rabita Trust, Benevolence International Foundation and International Islamic Relief Organization.

128. As the forgoing demonstrates, MWL has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

129. The September 11th Attack was a direct, intended and foreseeable product of MWL's participation in al Qaida's jihadist campaign.

INTERNATIONAL ISLAMIC RELIEF ORGANIZATION (IIRO)

130. The International Islamic Relief Organization (IIRO) is a subsidiary body of the MWL, with offices throughout the globe. According to MWL officials, the MWL provides "humanitarian assistance" through the arms of IIRO.

131. Like the MWL, the IIRO is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs IIRO operations, appoints and terminates IIRO personnel, provides the IIRO with virtually all of its funding,

determines how funds will be distributed throughout the world, and otherwise stringently controls the IIRO's operations. In many countries, IIRO conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

132. As set forth previously, senior officials of the IIRO have expressly acknowledged that the IIRO and the other subsidiary bodies of the MWL are agencies, instrumentalities and organs of the Kingdom of Saudi Arabia.

133. The IIRO has long operated as a fully integrated component of al Qaida's logistical and financial support infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

134. According to the recently declassified 1996 CIA report regarding the involvement of Islamic charities in the sponsorship of terrorism, the IIRO funded six al Qaida training camps in Afghanistan, including camps from which al Qaida planned, approved and coordinated the September 11th Attack, and at which some or all of the September 11 hijackers received indoctrination and training.

135. Outside of Afghanistan, the IIRO has used its branch offices throughout the world to facilitate al Qaida's activities. According to the December 2, 2003 report of the United Nations Security Council Committee Concerning al Qaida and the Taliban, the Philippine branch of the IIRO served as the coordinating center for Islamic extremists in the Far East throughout the 1990's, and channeled funds to the Abu Sayyaf group, a terrorist organization operating under the al Qaida umbrella.

136. The IIRO office in the Philippines was established and run by Mohammed Jamal Khalifa, the brother-in-law of Osama bin Laden. According to the U.S. government, Khalifa and the Philippine office of the IIRO participated in the planning of al Qaida's plots to kill the Pope during a planned January, 1995 visit to the Philippines

and to simultaneously attack multiple U.S. airliners while in flight. The plot to target U.S. airliners developed by the Philippine office of the IIRO served as the inspiration and foundation for the September 11th Attack.

137. American law enforcement officials detained Khalifa on December 16, 1994, as he was returning to the Philippines from San Francisco, California. Traveling with Khalifa at the time of his detention was Mohamed Loay Bayazid, an al Qaida founding member and top official. Investigators discovered documents in Khalifa's possession referring to the plot to kill the Pope and church bombings carried out by al Qaida the prior year.

138. In 1993, officials linked members of the Zagreb office of the IIRO to an Islamic extremist group headed by Muhammad Sa'd Darwish Al-Shazy, which was planning to conduct anti-Jewish bombings in Croatia. In addition to representatives of IIRO, Al-Shazy's organization included the heads of the Zagreb offices of the Saudi High Commission and the Kuwaiti Joint Relief Committee, representatives of the Human Relief International and members of the Qatar Charitable Society.

139. Through its offices in Kenya, the IIRO provided direct financial and logistical support to al Qaida terrorists involved in the 1998 bombings of the United States Embassies in Dar Es Salam, Tanzania and Nairobi, Kenya. As a result of an investigation into the involvement of the IIRO in the bombings, Kenyan officials deregistered the IIRO's Nairobi office.

140. According to the Indian government, IIRO officials were behind the 1999 al Qaida plot to attack the U.S. consulates in Madras and Calcutta, in response to the American military retaliation for the African embassy bombings.

141. The operational cell designated to carry out the planned attacks on the U.S. consulates was led by Sayed Abu Nesir, a Bangladeshi national who was directed to launch the attacks by Shaykh Ahmed al-Gamdin, Director of IIRO operations in Asia.

142. During subsequent interrogation, Abu Nesir declared that 40 to 50% of IIRO's charitable funds were being diverted to finance terrorist training camps in Afghanistan and Kashmir. Among other duties, Abu Nesir visited the training camps on behalf of IIRO to assess their funding needs. At the direction of al-Gamdin, Nesir himself attended one of the al Qaida camps to receive training, where he met Osama bin Laden.

143. IIRO's Bosnia office has been directly involved in al Qaida operations as well. One of the heads of that office, Abdel Aziz Zaher, was expelled from his residence in Belgrade in early 1993 after officials linked him to terrorist activity in the region. Zaher was also affiliated with the MWL and Sanabil Relief Agency. Zaher's top lieutenant at IIRO, Jamal Al-Jibouri, was personally responsible for oversight of a massive logistical operation to provide al Qaida and al Qaida affiliated Islamic militants in the Balkans with weapons and ammunition.

144. In October 2001, Pakistani officials identified and expelled some two dozen al Qaida members who had been working for the IIRO in Pakistan.

145. Mahmoud Jaballah, head of IIRO's Canadian office, was arrested and jailed by Canadian officials based on his links to al Qaida and al Jihad.

146. In 1991, the IIRO established a US branch in Virginia, under the name International Relief Organization, Inc. (IRO). The IRO operated from offices at 360 South Washington Street, Washington, DC, where it shared office space with the MWL. The Washington, DC offices of the IIRO and MWL were part of a complicated web of

for-profit and ostensible charitable organizations within the United States, commonly known as the SAAR Network, the majority of which maintained offices at 555 Gross Street, Herndon, VA. The SAAR Network of businesses and charities was created to provide funding, money laundering and other material support to terrorist organizations, including al Qaida. In March of 2003, federal authorities executed search warrants at the offices of IIRO in Washington, DC, in connection with an ongoing federal investigation of the illegal activities of the Northern Virginia and Washington based charities and for-profit enterprises within the SAAR Network. Through that investigation, the details of which are further discussed herein, federal authorities determined that the IIRO and MWL offices in Washington, DC provided funding and material support to al Qaida and Hamas.

147. The IIRO further sponsored al Qaida through its participation in the Saudi Joint Relief Committee. As set forth previously, the SJRC offices in Pristine, Kosovo served as a cover for al Qaida operatives. Furthermore, between 1998 and 2000, the Kingdom of Saudi Arabia, through SJRC, diverted more than \$74 million to al Qaida members and loyalists affiliated with SJRC bureaus.

148. As the forgoing demonstrates, IIRO has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

149. The September 11th Attack was a direct, intended and foreseeable product of IIRO's participation in al Qaida's jihadist campaign.

WORLD ASSEMBLY OF MUSLIM YOUTH

150. World Assembly of Muslim Youth (WAMY) is a subsidiary body of the MWL, with more than 60 offices throughout the world.

151. Like the MWL, WAMY is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs WAMY operations, appoints and terminates WAMY personnel, provides WAMY with virtually all of its funding, determines how funds will be distributed throughout the world, and otherwise stringently controls WAMY's operations. In many countries, WAMY conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

152. As set forth previously, senior officials of the MWL have expressly acknowledged that the MWL and its subsidiary bodies are agencies, instrumentalities and organs of the Kingdom of Saudi Arabia.

153. WAMY has long acted as a fully integrated component of al Qaida's financial and logistical infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

154. Through its offices in Peshawar, Pakistan, WAMY has provided extensive support to al Qaida operatives, Afghan warlords and al Qaida affiliated Khasmiri terrorists. In November 2001, Pakistani intelligence officials, operating in conjunction with the Federal Bureau of Investigation, raided WAMY's Peshawar, Pakistan offices, based on its suspected ties to al Qaida militants. The close relationship between that WAMY office and al Qaida was vividly confirmed shortly after the search, when an employee of the office hand-delivered a recorded message from Osama bin Laden to the local media.

155. According to Indian officials, Nazir Qureshi, an Assistant Secretary General of WAMY, has supplied money and other assets to Khasmiri terrorist groups associated with al Qaida.

156. Mohammed Ayyub Thukar, President of the World Kashmir Freedom Movement and a principal financier of the al Qaida affiliated Hizbul Mujihadeen, served as a WAMY official during exile in Saudi Arabia.

157. WAMY has provided military training to prospective jihadists, and members of the organization have fought under Gulbadin Hekmatyar's Hizb e Islami in Afghanistan. On February 19, 2003, the United States government designated Hekmatyar pursuant to Executive Order 13224, based on his affiliation with al Qaida.

158. Philippine authorities are currently investigating links between WAMY's offices in the Far East and al Qaida operations in the region.

159. WAMY also has served as a distribution channel for training documentation between the al Qaida leadership in Afghanistan and operational cells throughout the world. When he was arrested in 1992, Ahmed Ajaj, who was subsequently convicted for his role in the 1993 World Trade Center bombing, had in his possession an al Qaida Manual entitled "*Military Lessons In The Jihad Against The Tyrants*" which detailed how to establish and maintain clandestine operational sales. The manual was distributed to Ajaj by WAMY. The same manual was subsequently recovered from the London apartment of African embassy bomber Khalid al-Fawwaz in 1998.

160. In 1992, Abdullah Bin Laden, Osama bin Laden's brother, established a WAMY office within the United States, in Falls Church, Virginia. At least through 1998, Abdullah Bin Laden served as the president of WAMY's U.S. operations. WAMY's U.S. office was part of the SAAR Network of businesses and charities created to provide funding, money laundering and other material support to terrorist organizations, including al Qaida. WAMY's U.S. operations were raided by federal authorities in conjunction

with the ongoing investigation of the SAAR Network's material sponsorship of al Qaida and affiliated FTOs.

161. WAMY also has provided financial support to the U.S. based Council on American Islamic Relations (CAIR), a civil rights organization which received its initial seed money from the Holy Land Foundation for Relief and Development. On December 4, 2001, the Treasury Department listed Holy Land Foundation for Relief and Development as a specially designed terrorist pursuant to Executive Order 13224.

162. WAMY has also supported al Qaida affiliated extremists through its participation in the Islamic Coordination Council, an umbrella organization established in Peshawar, Pakistan in 1985 to coordinate and maximize the funding of the mujihadeen in Afghanistan. Other members of the ICC included IIRO, Saudi Red Crescent and Qatar Charitable Society. Following the withdrawal of Soviet forces from Afghanistan, the ICC continued to sponsor mujhadeen elements which joined Osama Bin Laden's al Qaida.

163. WAMY further sponsored al Qaida through its participation in the SJRC. As set forth previously, the SJRC offices in Pristine, Kosovo served as a cover for al Qaida operatives. Furthermore, between 1998 and 2000, the Kingdom of Saudi Arabia, through SJRC, diverted more than \$74 million to al Qaida members and loyalists affiliated with SJRC bureaus.

164. WAMY is closely affiliated with defendant BIF. In fact, WAMY and BIF shared a common address in Peshawar, Pakistan, and frequently shared common officers and directors. As outlined in further detail herein, BIF long has provided material support and resources to al Qaida.

165. As the forgoing demonstrates, WAMY has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

166. The September 11th Attack was a direct, intended and foreseeable product of WAMY's participation in al Qaida's jihadist campaign.

AL HARAMAIN ISLAMIC FOUNDATION

167. Defendant al Haramain Islamic Foundation (al Haramain) is a Saudi Arabia-based ostensible charity, with branch offices in approximately 49 countries.

168. Al Haramain is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs al Haramain operations, appoints and terminates al Haramain personnel, provides al Haramain with virtually all of its funding, determines how funds will be distributed throughout the world, and otherwise stringently controls al Haramain's operations. In many countries, al Haramain conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

169. Al Haramain officials have acknowledged that their operations are under the control and direction of the Kingdom of Saudi Arabia. According to al Haramain's general director, Sheik Aqeel al-Aqeel, "we work under the supervision of Saudi government." Al-Aqeel has also acknowledged that more than 95% of al Haramain's funding comes directly from the Kingdom of Saudi Arabia. In an August 25, 2002 report posted on al Haramain's website, the Chairman of the Africa Committee of al Haramain, al-Sheikh Muhmad al Tujri, declared that al Haramain's activities in Kenya were under the "direct supervision" of the Saudi embassy in that country. A separate report on al

Haramain's website that month indicated that the Saudi Interior Minister had directed the organization to provide assistance to Afghani refugees.

170. Al Haramain has long acted as a fully integrated component of al Qaida's logistical and financial support infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

171. International investigations have confirmed al Haramain's direct complicity in al Qaida's operations and attacks throughout the world. On March 11, 2002, the United States designated the Bosnia and Herzegovina branches of al Haramain, based on their extensive and pervasive involvement in the funding of al Qaida's activities in those two countries. In describing the close links between the two al Haramain offices and terrorist activity, the United Nations Security Council Committee Concerning al Qaida and the Taliban succinctly stated as follows:

The Somalia and Bosnia branches had been directly implicated in al Qaida funding activities. Al Haramain Somalia had funneled money to al-Ittihad al-Islami, a designated terrorist group, by disguising the funds as contributions for an orphanage project and for Islamic School and Mosque construction. The Bosnia office was linked to al-Jemaah al-Islamiyah, al-Masriyah and to Osama Bin Laden.

172. On January 22, 2004, the United States designated the al Haramain branches in Indonesia, Kenya, Tanzania and Pakistan as well. The Indonesian Office of al Haramain had diverted funds to al Qaida affiliated terrorists for weapons procurement, and directly funded the deadly October 12, 2002 Bali nightclub bombing. According to Omar al-Faruq, a senior al Qaida official apprehended in Southeast Asia, al Haramain served as a primary source of al Qaida funding throughout Southeast Asia.

173. In the press release issued in conjunction with the designation of the Kenyan and Tanzanian offices of al Qaida, the Treasury Department described al Haramain's extensive involvement in terrorist activity within Africa as follows:

- As early as 1997, U.S. and other friendly authorities were informed that the Kenyan branch of AHF was involved in plotting terrorist attacks against Americans. As a result, a number of individuals connected to AHF in Kenya were arrested and later deported by Kenyan authorities.
- In August 1997, an AHF employee indicated that the planned attack against the U.S. Embassy in Nairobi would be a suicide bombing carried out by crashing a vehicle into the gate of the Embassy. A wealthy AHF official outside East Africa agreed to provide the necessary funds. Information available to the U.S. shows that AHF was used as a cover for another organization whose priorities include dislike for the U.S. government's alleged anti-Muslim stance and purposed [sic] U.S. support for Christian movements fighting Islamic countries.
- Also in 1997, AHF senior activities in Nairobi decided to alter their (then) previous plans to bomb the U.S. Embassy in Nairobi and instead sought to attempt the assassination of U.S. citizens. During this time period, an AHF official indicated he had obtained five hand grenades and seven "bazookas" from a source in Somalia. According to the information available to the U.S., these weapons were to be used in a possible assassination attempt against a U.S. official.
- Information available to the U.S. shows that a former Tanzania AHF director was believed to be associated with UBL [Usama Bin Laden] and was responsible for making preparations for the advance party that planned the August 7, 1998 bombings of the U.S. Embassies in Dar Es Salaam, Tanzania, and Nairobi, Kenya. As a result of these attacks, 224 people were killed.
- Shortly before the dual-Embassy bombing attacks in Kenya and Tanzania, a former AHF official in Tanzania met with another conspirator to the attacks and cautioned the individual against disclosing knowledge of preparations for the attacks. Around the same time, four individuals led by an AHF official were arrested in Europe. At that time, they admitted maintaining close ties with EIJ and Gamma Islamiyah.
- Wadih-El-Hage, a leader of the East African al Qaida cell and personal secretary to UBL [Osama Bin Laden], visited the Kenya offices of AHF before the 1998 dual Embassy attacks. Searches conducted by authorities revealed that El-Hage possessed contact information for a senior AHF official who was head of AHF's Africa Committee, then overseeing authority for AHF's offices in Kenya and Tanzania.
- In early 2003, individuals affiliated with AHF in Tanzania discussed the status of plans for an attack against several hotels in Zanzibar. The scheduled

attacks did not take place due to increased security by local authorities, but planning for the attacks remained active.

- Information made available to the U.S. shows that AHF offices in Kenya and Tanzania provided support, or act for or on behalf of al Qaida and AIM.

174. The Pakistan office of al Haramain provided funding and logistical support for the acquisition and delivery of Zenit missiles, Sting anti-aircraft missiles, and hand-held anti-tank weapons to al Qaida and al Qaida affiliated militants. In addition, the Pakistan office was closely associated with Makhtab al-Khidmat, the organization co-founded by Osama Bin Laden to support the Jihad against the Soviets in Afghanistan. In 2000, the Director of Makhtab al-Khidmat instructed that funds be deposited into al Haramain accounts in Pakistan, and from there transferred to other accounts.

175. Al Haramain has also sponsored al Qaida activity within Europe, through the al Nur Mosque. According to German officials, the al Nur Mosque served as a meeting place, recruitment center and base of operations for al Qaida within Germany. At the direction of the Kingdom of Saudi Arabia, al Haramain contributed in excess of \$1 million dollars to the Mosque, funding the purchase of the land for the Mosque as well as its construction.

176. Al Haramain also sponsored al Qaida operations in Chechnya and Kosovo through its participation in the Saudi Joint Relief Committee. As set forth previously, the SJRC offices in Pristine, Kosovo served as a cover for al Qaida operatives. Furthermore, between 1998 and 2000, the Kingdom of Saudi Arabia, through SJRC, diverted more than \$74 million to al Qaida members and loyalists affiliated with SJRC bureaus.

177. On February 19, 2004, in conjunction with its ongoing investigation of Al Haramain's extensive involvement in al Qaida's global operations, federal officials executed a search warrant against property purchased on behalf of Al Haramain in the United States, located in Ashland, Oregon. The search was conducted pursuant to a

criminal investigation into violations of the Internal Revenue Code, Money Laundering Control Act and Bank Secrecy Act.

178. As the forgoing demonstrates, al Haramain has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

179. The September 11th Attack was a direct, intended and foreseeable product of al Haramain's participation in al Qaida's jihadist campaign.

SAUDI HIGH COMMISSION

180. The Saudi High Commission is a Saudi Arabia-based charity, established by Prince Slaman bin Abdul Aziz al Saud.

181. The Saudi High Commission is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs Saudi High Commission operations, appoints and terminates Saudi High Commission personnel, provides the Saudi High Commission with virtually all of its funding, determines how funds will be distributed throughout the world, and otherwise stringently controls the Saudi High Commission's operation. In many countries, the Saudi High Commission conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

182. The Saudi High Commission has long acted as a fully integrated component of al Qaida's logistical and financial support infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

183. According to Bosnian officials, al Qaida mujihadeen fighters began entering Bosnia-Herzegovina in 1992, frequently disguised as relief workers for the Saudi High Commission.

184. For the next ten years, the Saudi High Commission funneled millions of dollars to al Qaida operations in Bosnia. To this date, investigators have been unable to account for approximately \$41 million donated to the charity.

185. In September 2000, Prince Salman received a letter from a Bosnian association called the “Mothers of Srebrenica and Podrinje” advising Prince Salman that funds donated to the Saudi High Commission were being improperly diverted.

186. In October 2001, officials of the U.S. government raided the Sarajevo offices of the Saudi High Commission. During the raid, investigators found computer hard drives with photographs of the World Trade Center before and after its collapse, as well as photographs of the United States embassies in Kenya and Tanzania and the U.S.S. Cole. Investigators also discovered files on pesticides and crop dusters, information about how to make fake state department badges, and photographs and maps of Washington, marking prominent government buildings.

187. Following the raid, the Financial Police of the Federation of Bosnia Herzegovina Ministry of Finance described the Saudi High Commission as a front for radical and terrorism-related activities, stating:

Members of the SFOR (stabilization forces) have on premises on the Saudi high commission relief for Bosnia and Herzegovina confiscated some documentation for which it can be claimed with certainty that it does not belong in the scope of work of a humanitarian organization
...

188. As the forgoing demonstrates, the Saudi High Commission has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization’s global jihad.

189. The September 11th Attack was a direct, intended and foreseeable product of Saudi High Commission's participation in al Qaida's jihadist campaign.

SAUDI RED CRESCENT SOCIETY

190. The Saudi Red Crescent Society (Saudi Red Crescent) is a Saudi Arabia-based ostensible charity, which conducts operations throughout the world.

191. The Saudi Red Crescent is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs Saudi Red Crescent operations, appoints and terminates Saudi Red Crescent personnel, provides the Saudi Red Crescent with virtually all of its funding, determines how funds will be distributed throughout the world, and otherwise stringently controls the Saudi Red Crescent's operation. In many countries, the Saudi Red Crescent conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

192. The Saudi Red Crescent has long acted as a fully integrated component of al Qaida's logistical and financial support infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

193. Throughout the 1980's the Saudi Red Crescent provided extensive financial and logistical support to the mujihadeen in Afghanistan. During this time, the Saudi Red Crescent was populated and run by Islamic militants who would become the future founders of al Qaida. Indeed, Wa'el Julaidan served as an officer of the Saudi Red Crescent for many years, and continued to fill that role following the establishment of al Qaida. Ayman-Zawahiri, al Qaida's second in command, joined the Saudi Red Crescent in 1985. In 1995, he presented himself as a representative of the Saudi Red Crescent and raised \$500,000 in the San Francisco area.

194. Following the withdrawal of Soviet troops from Afghanistan, the Saudi Red Crescent redirected its efforts towards the fulfillment of the objectives of the newly established al Qaida movement.

195. The Saudi Red Crescent's integral role in the growth and development of the nascent al Qaida movement has been confirmed by documents seized in Bosnia and Herzegovina, during the searches of the BIF's offices. As set forth previously, during those searches, investigators recovered a list of orders from Osama Bin Laden regarding the management of Islamic charities. On point 10 of his list, Bin Laden urges the creation of a committee to receive and distribute donations to al Qaida, and suggests the participation of the Saudi Red Crescent, Rabita Trust and the Relief Agency.

196. During that same search, investigators found a letter on Saudi Red Crescent stationery to Abu Rida, another founding member of al Qaida, requesting that "weapons be inventoried." At the bottom of the letter is a note from Osama Bin Laden to Wa'el Julaidan stating that al Qaida has an extreme need for weapons.

197. Saudi Red Crescent employees have repeatedly been implicated in al Qaida attacks and plots. In 1996, two Sudanese members of the Saudi Red Crescent, Muhammed Ali Syad and Bashir Babar Quadim, were arrested in connection with the 1995 Egyptian Embassy bombing in Pakistan.

198. In 2001, two administrators for the Saudi Red Crescent in Bosnia, Boumediene Lakhdar and Nechle Mohammed, were arrested for plotting terrorist attacks against the U.S. and British Embassies in Sarajevo.

199. In October of 2001, Pakistan deported several dozen representatives of the Saudi Red Crescent, after confirming their affiliation with al Qaida.

200. The Saudi Red Crescent further sponsored al Qaida through its participation in the SJRC. As set forth previously, the SJRC offices in Pristine, Kosovo served as a cover for al Qaida operatives. Furthermore, between 1998 and 2000, the Kingdom of Saudi Arabia, through SJRC, diverted more than \$74 million to al Qaida members and loyalists affiliated with SJRC bureaus.

201. As the forgoing demonstrates, Saudi Red Crescent has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

202. The September 11th Attack was a direct, intended and foreseeable product of Saudi Red Crescent's participation in al Qaida's jihadist campaign.

SAUDI JOINT RELIEF COMMITTEE FOR KOSOVO AND CHECHNYA

203. As set forth previously, the Saudi Joint Relief Committee (SJRC) is a body established by the Kingdom of Saudi Arabia to coordinate ostensible relief efforts among several charitable organizations under its control and direction in Kosovo and Chechnya. The purported charities comprising the SJRC include the IIRO, Saudi Red Crest Society, WAMY, al Haramain Foundation, and Islamic Endowments and Makk Establishment, among others.

204. Between 1998 and 2000, the Kingdom of Saudi Arabia, through SJRC, diverted more than \$74 million dollars to al-Qaida members and loyalists affiliated with SJRC bureaus. Throughout this time, the committee was under the supervision and control of Saudi Interior Minister Prince Naif Bin Abdul Aziz.

205. The United Nation's mission in Kosovo has declared that the SJRC office in Pristina, Kosovo, served as a cover for several al-Qaida operatives, including Adel

Muhammad Sadi Bin Kazam and Wa'el Hamza Julaidan, both of whom served as Directors of SJRC.

206. As the forgoing demonstrates, SJRC has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

207. The September 11th Attack was a direct, intended and foreseeable product of SJRC's participation in al Qaida's jihadist campaign.

RABITA TRUST

208. Defendant Rabita Trust is a subsidiary body of the MWL, with headquarters in Lahore, Pakistan and offices throughout the world. Rabita Trust is an agency, instrumentality and organ of the Kingdom of Saudi Arabia. The Kingdom controls and directs Rabita Trust operations, appoints and terminates Rabita Trust personnel, provides Rabita Trust with virtual all of its funding, determines how funds will be distributed throughout the world, and otherwise stringently controls Rabita Trust operations. In many countries, Rabita Trust conducts operations from the local Saudi embassy, under the supervision of the embassy's Islamic Affairs Division.

209. As set forth previously, senior officials of the MWL have expressly acknowledged that the MWL and its subsidiary bodies are agencies, instrumentalities and organs of the Kingdom of Saudi Arabia.

210. Rabita Trust has long acted as a fully integrated component of al Qaida's logistical and financial support infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

211. Rabita Trust's direct participation in al Qaida's operations dates to the establishment of Bin Laden's terrorist movement, as confirmed by the internal al Qaida

document recovered from BIF's computer files in which Osama bin Laden suggests Rabita Trust's involvement in a committee to collect and distribute funds to al Qaida.

212. Rabita Trust's material sponsorship of al Qaida has been facilitated by the direct participation of senior al Qaida officials in the management and operation of Rabita Trust. In fact, Rabita Trust was, for several years prior to September 11, 2001, headed by al Qaida founding member Wa'el Hanza Julaidan.

213. In addition, Rabita Trust has shared common officers and directors with several other charities operating within al-Qaida's infrastructure, including the MWL and SAAR Network of charities and businesses. Abdullah Omar Naseef served as a Chairman of Rabita Trust and as Secretary General of the MWL. Naseef is also an Officer of Makkahl-Mukarramah, Inc., a Virginia based charity operating within the SAAR network. The Vice Chairman of the Board of Trustees of Rabita Trust, Abdullah al-Obaid, also served as an Officer of the MWL and Sanabell al-Kheer organizations within the SAAR network. Al-Obaid also serves as a Senior Executive of al-Watania Poultry in Saudi Arabia, one of the many businesses owned by Suleiman Abdel Aziz al-Rajhi, the founder of the SAAR Network, member of the Board of Directors of IIRO, CEO of al Rajhi Banking and Investment and a defendant herein.

214. Given its pervasive and ongoing involvement in al-Qaida's operations, and the direct participation of senior al Qaida officials in its management, the United States government designated Rabita Trust as a Specially Designated Global Terrorist on October 12, 2001 pursuant to Executive Order 13224.

215. As the forgoing demonstrates, Rabita Trust has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

216. The September 11th Attack was a direct, intended and foreseeable product of Rabita Trust's participation in al Qaida's jihadist campaign.

GLOBAL RELIEF FOUNDATION

217. Defendant Global Relief Foundation is an ostensible charity organized under the law of Illinois in 1992.

218. On October 18, 2002, the United States government designated Global Relief Foundation under the authority of Executive Order 13224. Prior to that designation and the consequent blocking of its assets, Global Relief Foundation had long-acted as a fully integrated component of al-Qaida's logistical and financial support infrastructure, and provided material support and resources to al-Qaida and affiliated FTOs.

219. In the press release issued in conjunction with the designation of Global Relief Foundation, the Treasury Department described Global Relief Foundation extensive and long-term involvement in furthering the objectives of the al-Qaida movement as follows:

TREASURY DEPARTMENT FACT SHEET ON THE GLOBAL RELIEF FOUNDATION

The Global Relief Foundation (GRF), also known as Fondation Secores Mondial (FSM), and its officers and directors have connections to, and have provided support for and assistance to, Usama Bin Laden (UBL), al Qaida, and other known terrorist groups. These includes groups previously designated by the United States under President Bush's September 2001 Executive Order 13224 regarding terrorism and included on the United Nation's 1267 Sanctions Committee's consolidated list of individuals and entities whose assets are required to be frozen pursuant to UN Security Council Resolutions (UNSCRs) 1267 and 1390.

Links to UBL and al-Qaida:

Rabih Hadad, a senior GRF official who co-founded GRF and served as its President throughout the 1990s and in the year 2000, worked for Makhtab al-Khidamat (MAK) in Pakistan in the early 1990s. MAK was co-founded by Sheik Abdullah Azzam and UBL in the 1980s and served as the precursor organization to al Qaida. MAK was designated by President Bush in E.O. 13224 and was subsequently included on the UN 1267 Sanctions Committee's consolidated list. The organization has helped funnel fighters and money to the Afghan resistance in Peshuwar, Pakistan, and establish recruitment centers worldwide to fight the soviets. Azzam, who served as a mentor to UBL, was killed in 1989. He is also regarded as a historical leader of HAMAS, which was designated under E.O. 13224. At a recent immigration hearing, Haddad conceded that he met Azzam in Pakistan and characterized him as a "hero."

In addition, GRF has provided financial and other assistance to, and received funding from, individuals associated with al Qaida. Mohammad Galeb Kalaje Zouaydi, a suspected financier of al Qaida's worldwide terrorist efforts, was arrested in Europe in April 2002. GRF has admitted receiving funds from Zouaydi.

GRF and FSM personnel had multiple contacts with Wadih El-Hage, UBL's personnel secretary when UBL was in Sudan. El-Hage was convicted in a U.S. District Court in May 2001, for his role in the UBL-directed 1998 bombings of the U.S. embassies in Kenya and Tanzania. At the time that El-Hage was playing an active role in an al-Qaida terrorist cell in Kenya, he was in contact with GRF. For example, documents recovered from a search in Kenya indicated that El-Hage was in contact with GRF after he returned from visiting al Qaida leadership in Afghanistan in February 1997. GRF has acknowledged that El-Hage and Nabil Sayadi, FSM's director in Belgium, were in contact during this period.

Links to Taliban and Other Entities and Background:

A GRF employee also dealt with officials of the Taliban, which at the time was an entity subject to U.S. Sanctions pursuant to United States E.O. 13129 (prohibiting trade and

most transactions with the Taliban because it provided a safe haven and base of operations for UBL and al-Qaida) and subject to international sanctions pursuant to UNSCs 1267 and 1333. In November 2001, during the air strikes in Afghanistan, a GRF medical relief coordinator traveled to Kabul, against the advice of the U.S. Department of State, and engaged in dealings and negotiations with Taliban officials until the collapse of the Taliban regime.

A set of photographs and negatives discovered in 1997 in a trash dumpster outside of GRF's office in Illinois depict large shipping boxes displayed under a GRF banner. The boxes were full of sophisticated communications equipment, including approximately 200 handheld radio transceivers, long-range radio antennas, and portable power packs, with an estimated total value of \$120,000. Other photographs depict fighters armed with automatic rifles, a sandbagged bunker with a radio antenna mounted outside, and mutilated corpses with the name "KPI" (Kashmir Press International) printed alongside. Yet another photograph displays two dead men with the caption "Hizbul Mujahideen," a known terrorist organization operating in the Kashmir region. On the reverse side of the photograph was handwritten in Arabic, "two martyrs killed by the Indian government."

GRF has stocked and promoted audiotapes and books authored by Sheik Abdullah Azzam, discussed above, which glorify armed jihad, including "The international conspiracy against Jihad" and "The Jihad in its present stage." Despite Azzam's terrorist background, GRF has enthusiastically promoted Azzam's materials to the public: "His [Azzam's] theology is a sea, his words are jewels, and his thoughts are a light for those who are holding the smoldering embers. He lived the Jihad experiences of the 20th century in Afghanistan... and Palestine, and produced a new theory for saving the [Islamic] nation from disgrace, shame, weakness, and submission to others."

GRF has published several Arabic newsletters and pamphlets that advocate armed action through jihad against groups perceived to be un-Islamic. For example, one 1995 GRF pamphlet reads, "God equated martyrdom through JIHAD was supplying funds for the JIHAD effort. All contributions should be mailed to: GRF." Another GRF newsletter requested donations "for God's cause – they [the Zakat funds] are disbursed for equipping the raiders, for the

purchase of ammunition and food, and for their [the Mujahideen's] transportation so that they can raise God the Almighty's word... it is likely that the most important of disbursement of Zakat in our times is on the jihad for God's cause..."

GRF received \$8,521.00 from The Holy Land Foundation for Relief and Development (HLF) in 2000. HLF, a Dallas, Texas base Islamic charitable organization, was designated under E.O. 13224 on December 4, 2001, and under the European Union's regulation (EC) No. 2580/2001 on June 17, 2002, for its ties to terrorism. HLF's designation was upheld in a recent decision by a U.S. District Court.

220. As the forgoing demonstrates, Global Relief Foundation has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

221. The September 11th Attack was a direct, intended and foreseeable product of Global Relief's participation in al Qaida's jihadist campaign.

THE SAAR NETWORK

222. Beginning in the 1980s, several prominent and wealthy sponsors of al Qaida's global jihad began establishing a network of interrelated ostensible charities, think tanks and for-profit businesses within the United States, commonly referred to as the "SAAR Network," to generate and surreptitiously transfer funds to terrorist organizations, including al-Qaida.

223. Many of the organizations within the SAAR Network were established and funded by, or closely affiliated with, defendant Suleiman Abdul Aziz al Rajhi, including SAAR Foundation, SAAR International, Safa Group, Mar-Jac Poultry, Mar-Jac Holdings, Inc., Safa Trust, Inc. and Aradi, Inc.

224. By September 11, 2001, more than one hundred ostensible charities and for-profit businesses functioned under the umbrella of the SAAR Network, including the

U.S. branches of the MWL, IIRO and WAMY. Other organizations operating within the SAAR Network included defendants African Muslim Agency, Grove Corporate, Inc., Heritage Education Trust, International Institute of Islamic Thought, Mar-Jac Investment, Inc., Mena Corporation, Reston Investments, Inc., Sterling Charitable Gift Fund, Sterling Management Group, Inc., Success Foundation and York Foundation.

225. Many of the organizations operating within the SAAR Network are related by common management and parent/subsidiary relationships. The vast majority of the entities within the Network maintained no physical presence at their purported principal place of business.

226. The entities operating within the SAAR Network have long acted as fully integrated components of al Qaida's logistical and financial support infrastructure, and provided material support and resources to al Qaida and affiliated FTOs.

227. On March 20 and 21, 2002, federal authorities raided the offices of the SAAR Network entities, the vast majority of which were located at a single address in Herndon, Virginia, as well as the residences of several prominent SAAR Network officials, pursuant to a search warrant issued by the United States District Court for the Eastern District of Virginia.

228. The ongoing investigation of the SAAR network entities, which prompted the March 2002 searches, has revealed that SAAR entities' funds have been transferred to Youssef Nada and Ahmed Idris Nasreddin, both of whom have been designated under Executive Order 13224 based on their material support and sponsorship of al-Qaida. The funds were transferred through Bank al-Takwa and Akida Bank Private Ltd., two Bahamas based banks controlled by Nada and Nasreddin. Both of those banks have been designated by the U.S. government pursuant to Executive Order 13224, based on their

involvement in financing radical groups throughout the world, including Hamas and al Qaida, both before and after the September 11th attack.

229. The ongoing investigation of the SAAR Network has also revealed that SAAR entities, including the U.S. branch of the IIRO and Sana-bell, Inc., engaged in financial transactions with Bait Ul-mal, Inc., (BMI, Inc.) an Islamic investing firm established by defendant Soliman Biheiri in New Jersey in 1996. According to federal authorities, BMI and its affiliates have transferred funds to terrorists and terrorist organizations, including al Qaida, Yasin al-Qadi, Musa Abu Marzook, Mohammad Salah and Hamas.

230. During the course of the federal investigation into BMI's financing of terrorism, a BMI accountant contacted an FBI agent and stated that "funds the accountant was transferring overseas on behalf of the company may have been used to finance the Embassy bombings in Africa."

231. As the forgoing demonstrates, the SAAR Network has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

232. The September 11th Attack was a direct, intended and foreseeable product of the SAAR Network's participation in al Qaida's jihadist campaign.

BLESSED RELIEF (MUWAFaq) FOUNDATION

233. The Blessed Relief Foundation, also known as the Muwafaq Foundation, is an ostensible charity established by defendant Yasin al-Qadi.

234. Blessed Relief has long acted as a fully integrated component of al-Qaida's financial and logistical infrastructure, and provided material support and resources to al-Qaida and affiliated FTOs. According to the U.S. government, the

Blessed Relief Foundation is a front organization through which wealthy Saudis send millions of dollars to al Qaida.

235. On October 12, 2001, the United States government designated Yasin al-Qadi and the Blessed Relief Foundation under Executive Order 13224, based on their longstanding and integral role in advancing the al-Qaida movement.

236. As the forgoing demonstrates, Blessed Relief Foundation has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

237. The September 11th Attack was a direct, intended and foreseeable product of Blessed Relief Foundation's participation in al Qaida's jihadist campaign.

TAIBAH INTERNATIONAL AID ASSOCIATION

238. Taibah International Aid Association (Taibah) is a charitable organization headquartered in Falls Church, Virginia. Taibah was co-founded by Abdullah A. Bin Laden in 1991.

239. Taibah International has long acted as a fully integrated component of al Qaida's financial and logistical infrastructure, and provided material support and resources to al-Qaida and affiliated FTOs.

240. Taibah International has been particularly active in furthering al Qaida's efforts to establish a base of operations in Bosnia. Mustafa al-Kadar, one of five al-Qaida members arrested in 2001 for plotting to attack the United States Embassy in Bosnia, gained entry into Bosnia and Bosnian citizenship rights based on his employment with Taibah International.

241. Based on substantial evidence of pervasive involvement in al Qaida's activities within Bosnia, police raided the offices of Taibah International on December

13, 2001. The raid and subsequent investigation of Taibah International's financial records confirmed that Taibah International diverted donated funds to al Qaida and al Qaida affiliated militants in Bosnia.

242. The investigation further revealed that Taibah International facilitated the entry of al Qaida members into Bosnia by falsely claiming that those terrorists would be serving as employees for the organization in the region.

243. Within Bosnia, Taibah International worked closely with the Global Relief Foundation and Saudi High Commission, from which it received the vast majority of its funding.

244. Taibah International has been directly implicated in al Qaida operations outside of Bosnia as well, including the 1998 United States Embassy bombings in Kenya and Tanzania.

245. Samir Sala and Abdulrahman Alamoudi, two officers of Taibah International's United States branch, are intimately affiliated with several organizations within the SAAR network. According to Alamoudi's resume, he served as Executive Assistant to the President of SAAR Foundation between 1985 and 1990. Alamoudi also served as President of the Hajj Foundation and Secretary of Success Foundation.

246. On August 16, 2003, officials of Britain's National Terrorist Financial Investigations Unit detained Alamoudi when he attempted to travel from London, England to Damascus, Syria. A search of al-Amoudi's belongings conducted by United Kingdom customs officers discovered approximately \$340,000 in sequentially numbered \$100 dollar bills, two U.S. passports and one Yemeni passport.

247. Federal officials arrested Alamoudi when he returned to the United States on September 28, 2003. In an eighteen count indictment filed shortly thereafter, federal

authorities charged Alamoudi with engaging in prohibited financial transactions with the Libyan government, misuse of a passport, procuring naturalization by fraudulent means, and failure to report foreign bank accounts. According to federal officials, Alamoudi used his control of Taibah International, Success Foundation and the Happy Hearts Trust to funnel money to al Qaida through various al Qaida funds, including the designated terrorist organizations Global Relief Foundation and The Foundation for Human Rights and Humanitarian Relief, which supported al Qaida operatives associated with the millennium bombing plot.

248. On December 15, 2001, FBI officials interviewed Ali Hamid el-Tayeb, and employee of Taibah International's Sarajevo, Bosnia office. El-Tayeb advised FBI officials that Mohamed el-Nagmy was, at that time, an employee of the Bosnian offices of both Taibah International and Global Relief Foundation.

249. On December 14, 2001, Bosnian Federation Police searched the offices of Global Relief Foundation. The search confirmed Global Relief Foundation's sponsorship of al Qaida's activities in Bosnia and elsewhere. Accordingly, Bosnian officials shut down Global Relief Foundation's operations in the country.

250. On February 21, 2002, FBI officials interviewed Mustafa Ait-Idar, another employee of Taibah's Bosnian offices, who confirmed that Taibah International assumed representation of Global Relief Foundation's interests after the Bosnian government closed Global Relief Foundation's offices in Bosnia.

251. As the forgoing demonstrates, Taibah International has, for a period of many years and in diverse regions throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

252. The September 11th Attack was a direct, intended and foreseeable product of Taibah International's participation in al Qaida's jihadist campaign.

AL QAIDA'S PARTNERS IN THE INTERNATIONAL BANKING SYSTEM

253. During testimony before Congress, U.S. Treasury Department General Counsel David Aufhauser estimated that al Qaida had an annual budget of approximately \$35 million in the years leading up to September 11, 2001.

254. Like any global criminal enterprise, al Qaida's survival required that it develop safe and efficient mechanisms to launder and distribute the funds required to sustain its global operations to individuals and entities operating within its infrastructure throughout the world.

255. The scope of al Qaida's global operations, the number of entities operating within its infrastructure, and the extent of its funding required that al Qaida resort to the international banking system to facilitate the distribution and laundering of its funds. At the same time, al Qaida needed to avoid triggering any of the regulatory devices developed by the international banking system to identify money laundering and illicit financial transactions.

256. Al Qaida gained access to the international banking system, and concealed the illicit nature of the transactions it conducted through that system, by establishing its own financial institutions in under-regulated jurisdictions, and by establishing relationships with banks operating within the Islamic banking system that shared al Qaida's perverse worldview and were willing collaborators in its global jihad.

257. Like the charity defendants, the financial institutions established by al Qaida and its partner banks within the Islamic banking system operated as fully integrated components of the al Qaida's financial and logistical infrastructure. These

banks knowingly maintained accounts for individuals and organizations operating within al Qaida's infrastructure, and facilitated transfers between those entities. Many of these banks also directly funded al Qaida's global operations. Once deposited with or laundered through one of the banks operating within its infrastructure, al Qaida could move funds throughout the world by exploiting correspondent banking relationships.

258. Absent the material support and sponsorship of the banks operating within its infrastructure, as further detailed herein, al Qaida would have remained a regional extremist organization incapable of conducting large scale terrorist attacks on a global scale.

THE AL TAQWA FINANCIAL NETWORK

259. Bank Al Taqwa was established in 1988 by defendants Youssef Mustafa Nada and Ahmed Idris Nasreddin. Bank Al Taqwa is a close affiliate of Al Taqwa Management Organization, which changed its name in the spring of 2000 to the Nada Management Organization. Youssef Nada also controlled Al-Taqwa Trade, Property and Industry Company, Ltd., B.A. Taqwa for Commerce and Real Estate Company, Ltd., and Nada International Anstalt.

260. In addition to his interest in Bank Al Taqwa, Ahmed Idris Nasreddin controlled the Mega-Malaysian Swiss, Gulf and African Chamber, Gulf Centre SRL, Nascoservice SRL, Nasco Business Residence Centre SAS, Nasreddin Company Nasco SAS, Nasreddin Foundation, Nascotex and Nasreddin International Group, Ltd. Holding.

261. Defendants Nada and Nasreddin also maintained controlling interests in the Akida Bank.

262. The corporations and organizations controlled by Nada and Nasreddin are deeply intertwined, and have long provided financial services and other forms of material support to al Qaida.

263. Nada and Nasreddin serve on the Boards of each other's banks and companies and, in many cases, operate those organizations from the same locations using the same employees. Nada and Nasreddin, and the companies they controlled, were closely tied in with several Islamic charities and business ventures, which have been linked to al Qaida financing, including the Milan Islamic Center, a major al Qaida recruiting center in Europe.

264. On November 7, 2001, the United States government designated Youssef Nada, Bank Al Taqwa, its affiliated businesses and key executives, under Executive Order 13224. Thereafter, on April 19, 2002, the United States Government designated Ahmed Idris Nasreddin pursuant to Executive Order 13224.

265. On August 29, 2002, the United States Government designated an additional fourteen companies associated with Nada and Nasreddin pursuant to Executive Order 13224.

266. In the press statement issued in conjunction with the August 29, 2002 designations, the Treasury Department stated as follows:

Based on information available to Italy and the United States, Youssef Nada ("Nada") and Ahmed Idris Nasreddin ("Nasreddin"), through commercial holdings, operated an extensive financial network providing support for terrorist related activities. In the case of Nada and Nasreddin, this involves an extensive conglomeration of businesses from which they derive their income or through which they conduct transactions. Based on evidence of their support of terrorism, Nada and Nasreddin were previously designated by the international community as financiers of terror. Nada was designated by the United States on November 7, 2001, and by the United Nations on November 9, 2001.

Nasreddin was designated by the G7 on April 19, 2002, and by the United Nations on April 24, 2002.

Nasreddin's corporate holdings and financial network provide direct support for Nada and Bank Al Taqwa, which was also previously designated by the United State on November 7, 2001, and the United Nations on November 9, 2001. This designation of 14 additional entities owned or controlled by either Nada or Nasreddin will further restrict their assets and their network by precluding these companies from being used to provide funding or support for terrorism.

Nasreddin and Nada, who have worked closely together for many years, are both Directors of Bank Al Taqwa and the Akida Bank. Nada holds a controlling interest in Bank Al Taqwa and Nasreddin holds a controlling interest in Akida Bank. Bank Al Taqwa and Akida Bank are not functional banking institutions in the conventional sense. They are shell companies lacking a physical presence and sharing the same address in the Bahamas where they were licensed. For this reason, the licenses of Bank Al Taqwa and Akida Bank have been revoked by the Bahamian government.

Bank Al Taqwa, for which Nasreddin is a Director, was established in 1988 with significant backing from the Muslim Brotherhood. They have been involved in financing radical groups such as the Palestinian Hamas, Algeria's Islamic Salvation Front and Armed Islamic Group, Tanzania's On-Nahda, and Osama Bin Laden and his al Qaida organization. Bank Al Taqwa was established in the Bahamas and is a close affiliate of the Al Taqwa Management Organization, which changed its name in the spring of 2000 to the Nada Management Organization. In 1997, it was reported that the \$60 million collected annually for Hamaas was moved to Bank Al Taqwa accounts. As of October, 2000, Bank Al Taqwa appeared to be providing a clandestine line of credit to a close associate of Osama bin Laden and as of late September 2001, Osama bin Laden and his al Qaida organization received financial assistance from Youssef M. Nada.

Nada and Nasreddin own or control a number of business entities through direct ownership, control, or in cooperation with each other. Fourteen of these entities are being designated in furtherance of the prior designation of these two individuals to disrupt their use of assets under their ownership or control that could be used to finance terrorist activities.

267. Many of al Qaida's most significant individual sponsors and supporters have held positions with one or more of the corporations and organizations controlled by Nada and Nasreddin. Youssef Al-Qardawi, a member of the Muslim Brotherhood, and Abdel Fattah Abu Ghadda, a member of the Syrian Muslim Brotherhood, both serve on Al Taqwa's Shariah Board. Albert Friedrich Armand Huber (a/k/a Ahmed Huber), and Ali Ghalib Himmat, both Executive Order 13224 designees, both served as officers of the bank. In addition, Suleiman Abdul Aziz Al Rajhi worked for the Akida Bank in the Bahamas. Al Rajhi is the CEO of Al Rajhi Banking and Investment, a member of the Board of Directors of IIRO, and the founder of the SAAR Network of charities and businesses.

268. As the forgoing demonstrates, the al Taqwa financial network has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

269. The September 11th Attack was a direct, intended and foreseeable product of the al Taqwa financial network's participation in al Qaida's jihadist campaign.

AL BARAKAAT GROUP

270. The Al Barakaat Group is a financial conglomerate, headquartered in Dubai, that operates in 40 countries, including the United States. The founder of the organization, Shaykh Ahmed Nur Jimale, has close links with Osama bin Laden and has used the organizations within the Al Barakaat Group to facilitate the financing of al Qaida and other terrorist organizations.

271. The Al Barakaat Group includes business ventures in telecommunications, construction and currency exchange. According to former Treasury Secretary, John

O'Neill, the Al Barakaat Companies are “a principal source of funding, intelligence and money transfers for bin Laden.”

272. On November 7, 2001, the United States Government designated Al Barakaat Exchange LLC and the following affiliated organizations pursuant to Executive Order 13224, based on their material support and sponsorship of al Qaida: Aaron Money Wire Service, Inc., Al Baraka Exchange LLC, Al-Barakaat, Al-Barakaat Bank, Al-Barakat Bank of Somalia, Al-Barakat Finance Group, Al-Barakat Financial Holding Company, Al-Barakat Global Telecommunications, Al-Barakat Group of Companies Somalia Limited, Al-Barakat International (a/k/a Baraco Co.), Al-Barakat Investments, Al-Barakat Wiring Service, Baraka Trading Company, Barakaat Boston, Barakaat Construction Company, Barakaat Enterprise, Barakaat Group of Companies, Barakaat International, Barakaat International Foundation, Barakaat International, Inc., Barakaat North America, Inc., Barakaat Red Seat Telecommunications, Barakaat Telecommunications Co. Somalia, Barakat Bank and Remittances, Barakat Computer Consulting (BCC), Barakat Consulting Group (BCG), Barakat Global Telephone Company, Barakat International Companies (BICO), Barakat Post Express (BPE), Barakat Refreshment Company, Barakat Wire Transfer Company, Barakat Telecommunications, Ltd. (BTelco), Barako Trading Company, LLC, Global Services International, Parka Trading Company, Red Sea Barakat Company, Ltd, Somalia International Relief Organization, Somalia Internet Company and Somalia Network AB.

273. As the forgoing demonstrates, the Al Barakaat Group has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

274. The September 11th Attack was a direct, intended and foreseeable product of the Al Barakaat Group's participation in al Qaida's jihadist campaign.

AL RAJHI BANKING AND INVESTMENT GROUP

275. Al Rajhi Banking and Investment Corporation (Al Rajhi Bank) is a Saudi Arabia based bank with 400 branch offices within the Kingdom, and 17 subsidiaries across the world.

276. Al Rajhi Bank is a family owned enterprise, in which defendant Suleiman Abdel Aziz Al Rajhi holds the largest personal investment. Suleiman Abdel Aziz Al Rajhi serves as the Chairman and Managing Director of Al Rajhi Bank.

277. Suleiman Abdel Aziz Al Rajhi also serves on the Board of Directors of the IIRO, and as a member of the Ibn Baz Foundation, which is chaired by Prince Salman. Al Rajhi is also the founder and principal financier of many of the ostensible charities and for-profit enterprises comprising the SAAR Network.

278. Al-Rajhi Bank has served as one of al Qaida's preferred banks for many years, maintaining accounts for many of the charity defendants that operate within al Qaida's infrastructure, including the IIRO, MWL, WAMY, BIF and Al Haramain, among others.

279. In cooperation with the charities operating within al Qaida's infrastructure, Al Rajhi Bank advertises the existence and numerical designations of the accounts it maintains for those charities throughout the Muslim world, and provides a mechanism to allow al Qaida's supporters to deposit funds directly into those accounts. Through this mechanism, Al Rajhi Bank facilitates al Qaida's fundraising efforts.

280. The accounts maintained by Al Rajhi on behalf of the charities operating within al Qaida's infrastructure, and in particular accounts it maintained for al Haramain and IIRO, have been used to transfer funds to al Qaida cells throughout the world.

281. Al Rajhi Bank has long known that the accounts it maintained for many ostensible charities were being used to solicit and transfer funds to terrorist organizations, including al Qaida. In fact, Suleiman Abdul Aziz Al Rajhi directly participates in the management, funding and operation of several of those charities, including the MWL and IIRO. Through his involvement in the affairs of those charities, Al Rajhi has known, for a period of many years, of their extensive sponsorship of al Qaida's operations, and consequently that the accounts maintained by Al Rajhi Bank on behalf of those organizations were being used to channel funds to al Qaida.

282. Despite this knowledge, Al Rajhi Bank has continued to maintain those accounts. In doing so, Al Rajhi knowingly provided financial services and other forms of material support to al Qaida.

283. As the forgoing demonstrates, Al Rajhi Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

284. The September 11th Attack was a direct, intended and foreseeable product of Al Rajhi Bank's participation in al Qaida's jihadist campaign.

NATIONAL COMMERCIAL BANK

285. The National Commercial Bank was established in 1950 by Salim bin Mahfouz, father of defendant Khalid bin Mahfouz.

286. With his father's death in 1996, Khalid bin Mahfouz became President and CEO of National Commercial Bank. Khalid bin Mahfouz served as President and CEO

of National Commercial Bank until 1999, when the Kingdom of Saudi Arabia bought out bin Mahfouz's controlling interest in the bank.

287. Since 1999, the Kingdom of Saudi Arabia has owned a controlling interest in National Commercial Bank, and operated the bank as an agency, instrumentality and organ of the Kingdom.

288. Throughout the 1980s and early 1990s, the National Commercial Bank was closely related to, and often worked in collaboration with, the Bank of Credit and Commerce International (BCCI), a banking institution in which Khalid bin Mahfouz held a substantial equitable interest and served as the CEO. A federal investigation into BCCI's operations revealed extensive involvement in corrupt practices, including money laundering, hiding assets, the obstruction of a Senate investigation and the sponsorship of international terrorism.

289. A 1992 U.S. Senate Investigative Report regarding BCCI's fraudulent activities directly implicated National Commercial Bank in BCCI's corrupt practices, including the manipulation of financial markets, arms trafficking and sponsorship of international terrorism, including handling the finances of Abu Nidal and his terrorist organization.

290. Consistent with the findings of the Senate Investigative Report, National Commercial Bank has served as one of al Qaida's preferred banks for many years, maintaining accounts for many of the charity defendants that operate within al Qaida's infrastructure, including the IIRO, MWL, WAMY, BIF, Blessed Relief (Muwafaq) Foundation and al Haramain, among others. Under the supervision of Suleiman Abdul Aziz al-Rajhi, National Commercial Bank also managed the budget of SJRC.

291. In cooperation with the charities operating within al Qaida's infrastructure, National Commercial Bank advertises the existence and numerical designations of the accounts it maintains for those charities throughout the Muslim world, and provides a mechanism to allow al Qaida supporters to deposit funds directly into those accounts. Through this mechanism, National Commercial Bank facilitates al Qaida's fundraising efforts.

292. The accounts maintained by National Commercial Bank on behalf of the charities operating within al Qaida's infrastructure, and in particular accounts it maintains for IIRO, SJRC and Blessed Relief Foundation, have been used to transfer funds to al Qaida cells throughout the World. During the 1990s, National Commercial Bank channeled in excess of \$74 million to al Qaida through IIRO, and also transferred significant funding to al Qaida through Blessed Relief Foundation accounts it maintained.

293. National Commercial Bank has long known that the accounts it maintains for many ostensible charities were being used to solicit and transfer funds to terrorist organizations, including al Qaida. In fact, Khalid bin Mahfouz directly participates in the management, funding and operation of several of those charities, including the Blessed Relief Foundation and BIF. Through his involvement in the affairs of those charities, bin Mahfouz has known, for a period of many years, of their sponsorship of al Qaida's operations, and consequently that the accounts maintained by National Commercial Bank on behalf of those organizations were being used to channel funds to al Qaida.

294. Despite this knowledge, National Commercial Bank has continued to maintain those accounts. In doing so, National Commercial Bank has knowingly provided financial services and other forms of material support to al Qaida.

295. Through accounts with the National Commercial Bank, wealthy relatives of defendant Abdulrahman Alamoudi, residing within Saudi Arabia, have transferred large sums of money to Alamoudi to support terrorist operations.

296. As the forgoing demonstrates, National Commercial Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

297. The September 11th Attack was a direct, intended and foreseeable product of National Commercial Bank's participation in al Qaida's jihadist campaign.

AL BARAKA INVESTMENT AND DEVELOPMENT CORPORATION

298. Al Baraka Investment and Development Compant (Al Baraka) is a wholly owned subsidiary of Dallah al Baraka Group, LLC. Al Baraka is headed by defendant Saleh Kamel.

299. Al Baraka has knowingly maintained accounts for many of the charity defendants that operate within al Qaida's infrastructure, including the IIRO, MWL, WAMY, BIF and Al Haramain, among others.

300. In cooperation with the charities operating within al Qaida's infrastructure, Al Baraka advertises the existence and numerical designations of the accounts it maintains for those charities throughout the Muslim world, and provides a mechanism to allow al Qaida's supporters to deposit funds directly into those accounts. Through this mechanism, Al Baraka facilitates al Qaida's fundraising efforts.

301. The accounts maintained by Al Baraka on behalf of the charities operating within al Qaida's infrastructure, and in particular accounts it maintained for al Haramain, have been used to transfer funds to al Qaida cells throughout the world. Accounts

maintained by Al Baraka on behalf of al Haramain have served as a principal vehicle for funding al Qaida's operations in Bosnia, according to Bosnian officials.

302. Al Baraka has long known that the accounts it maintained for many ostensible charities were being used to solicit and transfer funds to terrorist organizations, including al Qaida.

303. Despite this knowledge, Al Baraka has continued to maintain those accounts. In doing so, Al Baraka knowingly provided financial services and other forms of material support to al Qaida.

304. In addition, Al Baraka has provided substantial support to al Qaida through its subsidiaries and affiliates, including Al Shamal Islamic Bank, Tadamon Islamic Bank and al Aqsa Bank, as further described herein.

305. As the forgoing demonstrates, Al Baraka has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

306. The September 11th Attack was a direct, intended and foreseeable product of Al Rajhi Bank's participation in al Qaida's jihadist campaign.

DAR-AL-MAAL AL ISLAMI

307. Beginning in the early 1980's, Saudi Arabia channeled massive financial support for the spread of Wahhabism, the radical brand of Islam at the heart of the al Qaida ideology, through a complex banking system that had at its center two entities: Dar-Al-Maal Al Islami ("DMI"), chaired until recently by Prince Mohammed Al Faisal Al Saud; and Dallah Al-Baraka. Endowed with enormous funding, these institutions served the Saudi government's goals in two ways: they helped to boost the Kingdom's

financial preeminence in the Arab World, and they gave extensive support for radical Islamic causes.

308. DMI, or the House of Islamic money, was created on July 29, 1981 and is headquartered in Switzerland. Its main subsidiaries are the Islamic Investment Company of the Gulf, the Faisal Islamic Bank of Bahrain, and Faisal Finance. Until October 1983, the President of DMI was defendant Ibrahim Kamel.

309. Kamel was replaced as President of DMI on October 17, 1983 by Prince Mohammad Al Faisal Al Saud, who ran the Bank until the year 2000.

310. Like other Islamic banking institutions, DMI abides by *sharia* or Islamic law, which prohibits the earning or payment of interest. DMI operates by participating in investments, sharing profits on projects, and earning fees for services performed. One of the obligations imposed on Islamic banking systems under *sharia* is the duty to contribute and manage Zakat funds. Consistent with this obligation, Islamic banking institutions set aside a percentage of funds associated with each transaction as Zakat. As a practical matter, these funds disappear from the bank's books and can be used to fund radical Islamic organizations.

311. DMI has actively sponsored and supported the al Qaida movement through several of its subsidiaries, including but not limited to, the Islamic Investment Company of the Gulf, the Faisal Islamic Bank of Bahrain, Faisal Finance, Tadamon Islamic Bank, and Al Shamal Islamic Bank, as described herein.

312. Mohammad Al Faisal Al Saud chairs Islamic Investment Company of the Gulf, as well as Faisal Islamic Bank of Sudan. Osama bin Laden's brother, Haydr Mohammad bin Laden, served as a Director of the Islamic Investment Company of the Gulf.

FAISAL ISLAMIC BANK – SUDAN

313. Faisal Islamic Bank of the Sudan is a subsidiary of the Islamic Investment Company of the Gulf. Faisal Islamic Bank of the Sudan is one of the founders of Al Shamal Islamic Bank, which was largely capitalized by Osama bin Laden.

314. Faisal Islamic Bank of Sudan has long provided financial services and other forms of material support to al Qaida.

315. During the 2001 trial of the al Qaida conspirators who conducted the 1998 African Embassy bombings in Kenya and Tanzania, Jamal Ahmed Al-Fadl, al Qaida's financial chief in Khartoum, Sudan, testified that al Qaida maintained accounts with the Faisal Islamic Bank of the Sudan.

316. At all times material hereto, Faisal Islamic Bank of Sudan knew that al Qaida cells maintained accounts with the bank, and that those accounts were being used to launder and distribute funds for al Qaida operations and terrorist attacks.

317. Despite its express knowledge that accounts it maintained were being used to launder and distribute funds for al Qaida operations and terrorist attacks, Faisal Islamic Bank continued to maintain those accounts. In doing so, Faisal Islamic Bank knowingly provided financial services and other forms of material support to al Qaida.

318. As the forgoing demonstrates, Faisal Islamic Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

319. The September 11th Attack was a direct, intended and foreseeable product of Faisal Islamic Bank's participation in al Qaida's jihadist campaign.

AL SHAMAL ISLAMIC BANK

320. Al Shamal Islamic Bank (Al Shamal Bank) was established in the Republic of Sudan in or around 1983.

321. When Osama bin Laden relocated al Qaida's leadership structure to the Sudan in 1991, he invested heavily in businesses and infrastructure projects in the Sudan, in order to strengthen al Qaida's collaborative relationship with the ruling National Islamic Front regime. Bin Laden's extensive investment in the Sudan during this period is described in a 2002 Congressional Research Service Report as follows:

In 1991, bin Laden relocated to Sudan with the approval of Sudan National Islamic Front (NIF) leader Hasan al-Turabi. There, in concert with NIF leaders, [bin Laden] built a network of businesses including an Islamic bank (Al Shamal), an import/export firm, and firms that exported agricultural products. An engineer by training, bin Laden also used his family connections in the construction business to help Sudan build roads and airport facilities. The business in Sudan... enabled him to offer safe haven and employment in Sudan to al Qaida members, promoting their involvement in radical Islamic movements in their countries of origin (especially Egypt) as well as anti-US terrorism.

322. According to the State Department, bin Laden invested approximately \$50 million in Al Shamal Bank. Other shareholders of Al Shamal Bank include defendant Saleh Abdullah Kamel, Omar Abdullah Kamel, al Baraka Investment and Development, Faisal Islamic Bank and the Sudanese Government.

323. According to published reports, Osama bin Laden remains the principal shareholder in Al Shamal Bank.

324. Al Shamal Bank has long provided financial services and other forms of material support to al Qaida.

325. Al Shamal Bank has maintained accounts for many of the charity defendants that operate within al Qaida's infrastructure, including the IIRO, MWL, WAMY, BIF and al Haramain, among others.

326. The accounts maintained by Al Shamal Bank, on behalf of the charities operating within al Qaida's infrastructure, have been used to transfer funds to al Qaida cells throughout the world.

327. Al Shamal Bank also maintained accounts on behalf of, and invested capital in, many of the commercial enterprises established by Osama bin Laden in the Sudan to fund al Qaida's global operations, including: Wadi al-Aqiq Company, Ltd.; Ladin International Company; Taba Investment Company, Ltd.; al-Hijrah for Construction and Development; and the Themar al Mubaraka Company.

328. According to Al Shamal Bank's general manager, Mohammad S. Mohammad, Al Shamal also maintained three personal accounts for Osama bin Laden between 1992 and 1997. Bin Laden wired al Qaida member Essam al Ridi \$230,000 from one of those accounts to purchase a used jet in Arizona. According to al Ridi, bin Laden wanted the plane to ship Stinger anti-aircraft missiles from Pakistan to Sudan.

329. According to Jamal Ahmed Mohamed al Fadl, an al Qaida operative convicted in the 1998 bombings of the U.S. embassies in Kenya and Tanzania, al Qaida used accounts at Al Shamal Bank to finance terrorist operations, including the embassy attacks. Al Fadl further testified that al Qaida operatives maintained accounts at the bank openly, and regularly received disbursements from accounts at the bank to fund their activities.

330. Al Shamal Bank has long known that the accounts it maintained for Osama bin Laden, members of al Qaida, and many businesses and ostensible charities,

were being used to solicit and transfer funds to terrorist organizations, including al Qaida. Despite this knowledge, Al Shamal Bank has continued to maintain those accounts. In doing so, Al Shamal Bank knowingly provided financial services and other forms of material support to al Qaida.

331. The transfer of funds to al Qaida through accounts maintained by the Al Shamal Bank has been facilitated by the direct involvement of several senior al Qaida officials in the bank's management and operation. Defendant Adel Abdul Jalil Batterjee serves as the Chairman of Al Shamal Islamic Bank. As discussed previously, Batterjee is a senior official of al Qaida, and has served as a chairman of BIF and WAMY. Batterjee's longstanding involvement in al Qaida's global operations is detailed at length in the U.S. government's Santiago proffer in the criminal prosecution of Enaam Arnaout.

332. As the forgoing demonstrates, Al Shamal Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

333. The September 11th Attack was a direct, intended and foreseeable product of Al Shamal Bank's participation in al Qaida's jihadist campaign.

TADAMON ISLAMIC BANK

334. Tadamon Islamic Bank is a Sudanese based banking institution, established in or around 1983.

335. The shareholders of Tadamon Islamic Bank include al Baraka Investment and Development Corporation, Saleh Abdullah Kamel, National Company for Development and Trade, Dubai Islamic Bank and Faisal Islamic Bank of Sudan.

336. Tadamon Islamic Bank has long provided financial services and other forms of material support to al Qaida.

337. According to Jamal Ahmed Mohamed al Fadl, an al Qaida operative convicted in connection with the 1998 bombings of the U.S. embassies in Kenya and Tanzania, Tadamon Islamic Bank openly managed accounts of al Qaida operatives, including Abdouh al Mukhlafi, who served as Osama bin Laden's bodyguard while al Qaida's leadership structure was in the Sudan.

338. Tadamon Islamic Bank is also a shareholder of Al Shamal Bank, another institution that has provided material support and sponsorship to al Qaida.

339. At all times material hereto, Tadamon Islamic Bank was aware that al Qaida cells maintained accounts with the bank, and that those accounts were being used to launder and distribute funds for al Qaida operations and terrorist attacks.

340. Despite its express knowledge that accounts it maintained were being used to launder and distribute funds for al Qaida operations and terrorist attacks, Tadamon Islamic bank continued to maintain those accounts. In doing so, Tadamon Islamic Bank knowingly provided financial services and other forms of material support to al Qaida.

341. As the forgoing demonstrates, Tadamon Islamic Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

342. The September 11th Attack was a direct, intended and foreseeable product of Tadamon Islamic Bank's participation in al Qaida's jihadist campaign.

DUBAI ISLAMIC BANK

343. Dubai Islamic Bank is a financial institution headquartered in the United Arab Emirates, which holds significant equitable interests in Tadamon Islamic Bank, Al Shamal Bank and entities associated with al Baraka Bank.

344. Dubai Islamic Bank has long provided financial services and other forms of material support to al Qaida, including the transfer of financial resources to al Qaida operatives who participated in the planning and execution of the September 11th Attack and African Embassy bombings.

345. Investigations into the financing of the September 11th Attack have confirmed that Mustafa Ahmed al Hisawi, a senior al Qaida financial official, transferred funds from an account at the Dubai Islamic Bank to September 11th hijackers Marwan al Sheehi and Mohamed Atta.

346. Dubai Islamic Bank has long known that accounts it maintained were being used to to launder and distribute funds for al Qaida operations and terrorist attacks.

347. Despite its express knowledge that accounts it maintained were being used to launder and distribute funds for al Qaida operations and terrorist attacks, Dubai Islamic bank continued to maintain those accounts. In doing so, Dubai Islamic Bank knowingly provided financial services and other forms of material support to al Qaida.

348. Dubai Islamic bank has further sponsored al Qaida through its interest in Al Shamal Bank, Al Tadamon Bank and various al Baraka entities.

349. As the forgoing demonstrates, Dubai Islamic Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

350. The September 11th Attack was a direct, intended and foreseeable product of Dubai Islamic Bank's participation in al Qaida's jihadist campaign.

ISLAMIC DEVELOPMENT BANK

351. Islamic Development Bank formally began operations in 1975 under the rules of the organization of the Islamic Conference System, in accordance with the principles of Islamic *sharia*.

352. Of the 54 national shareholders, Saudi Arabia is by far the largest, contributing 27.33% of the subscribed capital.

353. Islamic Development Bank has allocated significant grants to several Islamic Centers in the United States, including the Al-Noor School in Brooklyn, New York, an institution which advocates Islamic extremism and jihad.

354. In July of 1999, the Islamic Development Bank gave a grant of \$250,000 for the Washington based Counsel on American Islamic Relations (CAIR) for refurbishment of its offices. Since September 11, 2001, three CAIR officials have been indicted by the Federal Government on terrorist charges. CAIR received a substantial portion of its initial seed money from the Holy Land Foundation for Relief and Development, an organization designated under Executive Order 13224 on December 4, 2001. CAIR has also received assistance from WAMY.

355. Through its funding of ostensible charities operating within al Qaida's infrastructure, Islamic Development Bank has long provided material support and resources to al Qaida.

356. The September 11th Attack was a direct, intended and foreseeable product of Islamic Development Bank's participation in al Qaida's jihadist campaign.

ARAB BANK, PLC

357. Arab Bank, PLC is a financial institution headquartered in Egypt, with branch offices throughout the world, including offices in New York.

358. Arab Bank has long provided financial services and other forms of material support to terrorist organizations, including al Qaida.

359. Spanish investigators have confirmed that al Qaida transferred money to the Spanish logistical cell that funded the September 11th Attack through Arab Bank. Arab Bank accounts have also been used to distribute funds to al Qaida cells in other parts of the world.

360. Arab Bank also maintains accounts for many of the charity defendants that operate within al Qaida's infrastructure, including the IIRO, MWL, WAMY, BIF, Blessed Relief (Muwafaq) Foundation and al Haramain, among others. The Kingdom of Saudi Arabia uses these accounts to fund al Qaida operations, and as the principal vehicle for supporting Palestinian suicide attacks.

361. More recently, Israeli officials seized funds associated with several accounts maintained by Arab Bank on behalf of known Hamas fronts. These accounts were identified to Israeli officials by Arab Bank employees, confirming the bank's specific knowledge that accounts it maintained were being used to sponsor terrorist activity.

362. Arab Bank has long known that accounts it maintained were being used to solicit and transfer funds to terrorist organizations, including al Qaida. Despite this knowledge, Arab Bank has continued to maintain those accounts. In doing so, Arab Bank knowingly provided financial services and other forms of material support to al Qaida.

363. As the forgoing demonstrates, Arab Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

364. The September 11th Attack was a direct, intended and foreseeable product of Arab Bank's participation in al Qaida's jihadist campaign.

SAUDI AMERICAN BANK

365. Saudi American Bank is a financial institution headquartered in Riyadh, Saudi Arabia. Saudi American Bank was established by royal decree in 1980, and operates as an agency and instrumentality of the Kingdom of Saudi Arabia.

366. Saudi American Bank has long provided financial services and other forms of material support to terrorist organizations, including al Qaida.

367. Saudi American Bank financed many of the projects undertaken by Osama bin Laden and al Qaida in the Sudan during the years that the al Qaida leadership structure operated from that country, including the construction of major roads and the Port of Sudan airport. The Saudi Binladin Group and Mohamed Binladin Organization provided technical assistance on these projects.

368. Through its participation in the projects undertaken by Osama bin Laden in Sudan, Saudi American Bank knowingly provided material support and resources to al Qaida.

369. Saudi American Bank has maintained accounts for many of the ostensible charities that operate within al Qaida's infrastructure, including MWL, WAMY, IIRO and al Haramain, among others.

370. In cooperation with the charities operating within al Qaida's infrastructure, Saudi American Bank advertises the existence and numerical designation of the accounts it maintains for those charities throughout the Muslim world, and provides a mechanism to allow al Qaida supporters to deposit funds directly into those accounts. Through this mechanism, Saudi American Bank facilitates al Qaida's fundraising efforts.

371. The accounts maintained by Saudi American Bank on behalf of the charities operating within the al Qaida's infrastructure, and in particular, accounts it maintained for IIRO, WAMY and al Haramain, have been used to transfer funds to al Qaida cells throughout the World.

372. Saudi American Bank has long known that accounts it maintained for many ostensible charities were being used to solicit and transfer funds to terrorist organizations, including al Qaida. Despite this knowledge, Saudi American Bank has continued to maintain those accounts. In doing so, Saudi American Bank knowingly provided financial services and other forms of material support to al Qaida.

373. Saudi American Bank also serves as the Saudi Arabia correspondent for many other banks within al Qaida's infrastructure, including Al Shamal Bank.

374. As the forgoing demonstrates, Arab Bank has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

375. The September 11th Attack was a direct, intended and foreseeable product of Arab Bank's participation in al Qaida's jihadist campaign.

AL QAIDA'S SPONSORS AND PARTNERS IN THE BUSINESS COMMUNITY

376. Al Qaida has established numerous for-profit businesses throughout the world, to augment the funding it receives from its State sponsors, wealthy donors and the charities and banks operating within its infrastructure.

377. Like al Qaida's charity and banking partners, these businesses operate as fully integrated components of al Qaida's financial and logistical infrastructure.

378. While in Sudan, Osama bin Laden established numerous businesses to provide income for al Qaida's operations. These business ventures included: Wadi al-

Aqiq Company, Ltd, a holding firm; Ladin International Company, an import/export concern; Taba Investment Company, Ltd., a currency trading firm; al-Hijrah for Construction and Development, a construction enterprise which performed several significant infrastructure projects on behalf of the ruling National Islamic Front; and the Themar al Mubarak Company, an agricultural concern.

379. Among the projects bin Laden's al-Hijrah Construction firm performed for the Sudanese Government were the construction of the Tahaddi Road linking Khartoum with Port Sudan, and the construction of a modern international airport near Port Sudan.

380. Osama bin Laden's al-Hijrah Construction firm received significant support in relation to the projects it performed in Sudan from the Saudi Binladin Group, a Saudi Arabia conglomerate established by bin Laden's father, Mohamed bin Laden, and owned to this date by members of the bin Laden family, including Osama bin Laden.

381. Saudi Binladin Group is run by Osama bin Laden's brother, Bakr bin Laden, and the board of directors includes Saleh Gazaz, Mohammed Baharuth, Abdullah bin Said, Mohammed Nur Rahimi, Tarek bin Laden, and Omar bin Laden.

382. During the holy war against the Soviet occupation of Afghanistan, the Saudi Binladin Group materially assisted Osama bin Laden in his efforts to provide material support to the mujihadeen fighters.

383. After the Soviet Union withdrew from Afghanistan, Osama bin Laden returned to Saudi Arabia to work for the Saudi Binladin Group. Between 1989 and 1991, while working for the Saudi Binladin Group, Osama bin Laden began establishing the infrastructure for his al Qaida network.

384. When Osama bin Laden moved the al Qaida infrastructure to the Sudan in 1991, he continued to maintain a close relationship with the Saudi Binladin Group and the members of his family who controlled the conglomerate.

385. Through its participation in the projects undertaken by Osama bin Laden in Sudan and support of the businesses Osama bin Laden established in that country, Saudi Binladin Group knowingly provided material support and resources to al Qaida.

386. Al Qaida has established business enterprises to support its operations throughout Europe as well.

387. Beginning in 1996, several members and sponsors of al Qaida developed a money laundering scheme involving Saudi and Spanish companies, in order to finance al Qaida operational cells in Europe, the Middle East and Asia.

388. The entities operating within this network included defendants Mushayt for Trading Establishment, Proyectos Y Promociones Iso, Afamiasl Cobis, Abrash Company, Promociones Y Construcciones Tetuan Pricote S.A., Contratas Gioma, Eurocovia Obrassa, Mohammed Ali Sayeed Mushayt, Proyectos Y Promociones Paradise SL, Proyectos Edispan. The masterminds of this network of companies were Ghasoub al Abrash Ghalyoun and Muhammad Galab Kalaje Zouaydi, al Qaida's European financial chief.

389. Zouaydi arrived in Madrid in 1998 from Jeddah, Saudi Arabia, where he had operated a trading and investment company called Mushayt For Trading Establishment. Upon arrival in Spain, he established or helped to establish several other companies, including a small housing and construction business.

390. Money was filtered into the Spanish companies by wire transfer from Saudi Arabia, contributions from unidentified investors and cash deposits. According to

Spanish prosecutors, Mushayt for Trading Establishment sent nearly \$700,000 to Spain between 1996 and 2001.

391. The Spanish network of businesses provided income streams for al Qaida cells in Europe and the Middle East, including the German al Qaida cell which planned and carried out the September 11th Attack.

392. Spanish investigators have confirmed that the Spanish network sent funds to Mahmoud Darkazanly and Abdul Fattah Zammar, two Syrian born businessmen who had close ties with the German al Qaida cell. According to German officials, Darkazanly belonged to “the most intimate circle of Mohammad Atta.”

393. Transfers between the Spanish network, German al Qaida cell, Darkazanly and Zammar were laundered through the Al Rajhi Bank.

394. The Spanish network also facilitated the preliminary filming of potential targets for the September 11th Attack, including the World Trade Center. Ghasoub al Abrash Ghalyoun, Zouaydi’s business partner, traveled to the United States in 1997 to film potential targets.

395. In addition to providing funding for al Qaida’s European cells, Mushayt for Trading Establishment sheltered and supported other Muslim radicals including Nabil Nanakli Kosaibati. Kosaibati was convicted for terrorist activities within Yemen. During his trial, he acknowledged that he was recruited and trained to use arms and explosives by the Saudi Intelligence Agency, and that Saudi Intelligence “sent him to Yemen in 1996 as an active Saudi Intelligence agent.” Kosaibati’s testimony thus confirms the Kingdom of Saudi Arabia’s direct participation in terrorist activity.

396. As the foregoing demonstrates, the businesses established by al Qaida, and those with which it has partnered, have, for a period of many years and in diverse regions

throughout the world, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

397. The September 11th Attack was a direct, intended and foreseeable product of the participation of al Qaida's businesses and business partners in the terrorist organization's jihadist campaign.

KINGDOM OF SAUDI ARABIA, SAUDI ROYAL FAMILY AND SAUDI ELITES

398. More than any other factor, al Qaida's phenomenal growth and development into a sophisticated global terrorist network were made possible by the massive financial, logistical and other support it received from the Kingdom of Saudi Arabia, members of the Saudi Royal Family, and prominent members of Saudi society.

399. As further described herein, the Kingdom of Saudi Arabia has established, funded, managed, maintained, directed and controlled many of the ostensible charities and banks that operate within al Qaida's support infrastructure. These agencies and instrumentalities of the Kingdom of Saudi Arabia have served as the primary vehicle for raising, laundering and distributing funds on behalf of al Qaida, since the organization's inception. The vast majority of these funds have been provided by the Kingdom of Saudi Arabia and members of the Saudi Royal Family. In addition, purported charities, operating as arms of the Kingdom, have provided arms, false travel documentation, physical assets and logistical support to al Qaida. In many cases, the Kingdom of Saudi Arabia has appointed senior members of the al Qaida movement to high ranking positions within the charities it controlled, thereby providing a cover for their terrorist activity and facilitating the provision of material support and resources to al Qaida. Al Qaida has planned and coordinated terrorist attacks from branch offices of the charities, including branches which operated from within Saudi embassies throughout the world.

400. The Kingdom of Saudi Arabia and members of the Saudi Royal Family have known, for a period of many years, of the pervasive involvement of the Kingdom's charities and banks in funding and sustaining al Qaida's support infrastructure. In 1994, a French delegation led by French Interior Minister Charles Pasqua visited Saudi officials, including Saudi Minister of Interior Prince Naif, to discuss the French government's deep concerns regarding the pervasive involvement of the Saudi charities in the sponsorship and funding of terrorist organizations. In 1999 and again in 2000, U.S. officials visited Saudi Arabia to raise the same concerns.

401. Despite these pleas from the international community, the Kingdom of Saudi Arabia continued to funnel enormous amounts of money and other resources to the charities supporting al Qaida's operations.

402. As Osama bin Laden had publicly announced that his organization's principal objective was to wage war with the United States, and al Qaida had in fact conducted several attacks against U.S. interests over the years, it is clear that the Kingdom of Saudi Arabia and members of the Royal Family knew and intended that the funding and support funneled to al Qaida through the charities and banks would be used to attack U.S. interests.

403. The Kingdom of Saudi Arabia also used its relationship with the Taliban regime in Afghanistan as a tool for sustaining al Qaida between 1991 and 1996.

404. During this time period, the Taliban regime openly harbored Osama bin Laden and the al Qaida leadership structure, and allowed al Qaida to maintain training camps throughout Afghanistan.

405. The relationship between the Taliban and al Qaida was truly symbiotic. In exchange for the support it received from the Taliban, al Qaida helped to train and fought

alongside Taliban fighters in the conflict against the Northern Alliance, and the two organizations shared resources with one another.

406. As a result of its support for al Qaida, the international community imposed sanctions on the Taliban. Despite that fact, the Kingdom of Saudi Arabia extended formal diplomatic relations to the Taliban, and provided funding and logistical support to sustain the regime.

407. The Kingdom of Saudi Arabia knew and intended that the financial and logistical support it provided to the Taliban would materially benefit al Qaida, by virtue of the close relationship and near identity between the two organizations.

408. Through its funding, management and operation of the charities and banks, and support of the Taliban regime, the Kingdom of Saudi Arabia has provided the very infrastructure that enabled al Qaida to grow from a small group of extremists into a highly sophisticated global terrorist network. The infrastructure, funding and other forms of material support provided by the Kingdom of Saudi Arabia, as described herein, have fueled al Qaida's growth and development, and sustained the organization since its inception.

409. Absent the infrastructure, funding and other forms of material support provided by the Kingdom of Saudi Arabia, al Qaida would have remained a regional extremist organization, without the capacity to conduct large scale acts of terrorism on a global scale, such as the September 11th Attack.

410. In addition to the support funneled to al Qaida through its state controlled banks and charities, ongoing investigations throughout the world have increasingly revealed that officials of the Saudi government have provided direct financial and logistical support to al Qaida cells in Europe and the United States, including al Qaida

members who participated directly in the planning, coordination and execution of the September 11th Attack.

411. According to senior officials within the United States government, the Joint Congressional Inquiry into the September 11th attack revealed that a Saudi intelligence official named Omar al Bayoumi provided direct assistance to Kalid al-Midhar and Nawaf Al Hazmi, two of the September 11th hijackers.

412. When al-Midhar and Al Hazmi arrived in Los Angeles, Al-Bayoumi, a Saudi citizen and prominent member of San Diego's Muslim community, traveled to Los Angeles to meet them. Immediately before doing so, Al-Bayoumi visited the Saudi consulate in Los Angeles. At the consulate, Al-Bayoumi met with Fahad Al-Thumairy, a Saudi diplomat who was stripped of his diplomatic visa and later barred from the United States, based on suspected ties to terrorism.

413. Following their meeting, Al-Bayoumi facilitated the future hijackers' settlement in the San Diego community, and paid two months rent for an apartment on their behalf.

414. According to various sources, Al-Bayoumi is an intelligence agent of the Kingdom of Saudi Arabia. There is substantial credible evidence to support this conclusion. In or around 1994, Al-Bayoumi was hired by Dallah Avco, a division of the Dallah al-Baraka business group, to work on an aviation project commissioned by the Saudi government.

415. Al-Bayoumi remained in the employment of Dallah Avco for the next seven years. For five of those seven years, the Saudi government reimbursed Dallah Avco for Al-Bayoumi's salary and Al-Bayoumi was considered a Saudi civil servant.

416. Mysteriously, although the project for which Al-Bayoumi was allegedly hired was based in Saudi Arabia, Al-Bayoumi moved to the United States in August of 1994 and began taking English classes at San Diego State University's College of Extended Studies.

417. Dallah Avco records indicate that, as of 1999, Dallah Avco sought to terminate Al-Bayoumi's annual employment contracts. To that end, a Dallah Avco official wrote to the Saudi aviation authority saying "the company is not willing to renew the period for another year and we wish this to be known."

418. In response, the aviation authority sent an urgent letter advising Dallah Avco that the Saudi government wanted Al-Bayoumi's contract renewed "as quickly as possible."

419. Witnesses have reported that Al-Bayoumi had access to "seemingly endless" funds while in the United States. In fact, despite the modest salary he was paid as a Dallah Avco employee, Al-Bayoumi was able to front \$400,000 for the purchase of a mosque.

420. The Joint Inquiry's investigation also revealed that Al-Bayoumi received monthly checks in January 1999 from Princess Haifa, wife of Prince Bandar, through an intermediary named Osama Basnan. Some of the money Al-Bayoumi received from Princess Haifa ended up in the hands of the two September 11th hijackers.

421. Ongoing investigations by German authorities into the Hamburg al Qaida cell that coordinated and planned the September 11th Attack have revealed that members of the Hamburg cell received direct support from Saudi officials as well. In the course of their investigation of the German cell that planned and carried out the September 11th Attack, German officials uncovered evidence that members of the cell were in close and

regular contact with Muhammad Jaber Fakihi, the head of the Islamic Affairs Department of the Saudi Embassy in Berlin. The German authorities' efforts to investigate connections between Fakihi and Mounir Mutasedek, a senior member of the Hamburg cell, have been frustrated by the Saudi government, which has refused to cooperate in the investigation.

422. Fakihi was instrumental in obtaining funding for the Al-Nur Mosque, which served as a meeting place, recruitment center and base of operations for al Qaida within Germany. In his official capacity as a minister of the Saudi government, Fakihi solicited and obtained funding for the Mosque from Saleh bin Abdulaziz Al-Ashaikh, the Saudi Minister of Islamic Affairs and chairman of al Haramain.

423. As the foregoing demonstrates, the Kingdom of Saudi Arabia has, for many years and in diverse regions throughout the world, played a central and critical role in funding, facilitating and supporting al Qaida's global operations.

424. Absent the material support and resources provided to al Qaida by the Kingdom of Saudi Arabia, al Qaida would have remained a regional extremist organization, incapable of conducting large scale acts of international terrorism.

425. The September 11th Attack was a direct, intended and foreseeable product of the Kingdom of Saudi Arabia's participation in al Qaida's jihadist campaign.

426. Several members of Saudi Arabia's Royal Family have played particularly integral roles in the sponsorship of al Qaida's operations, acting in both their official and personal capacities.

427. Prince Sultan bin Abdulaziz al Saud (Prince Sultan) is the Second Deputy Prime Minister and Minister of Defense and Aviation of the Kingdom of Saudi Arabia. In addition, Prince Sultan is the Chairman of the Supreme Council for Islamic affairs,

established by King Fahd in 1994 to oversee and control charitable organizations with operations within the Kingdom of Saudi Arabia.

428. Prince Sultan has long provided material support and resources to al Qaida.

429. In his capacity as Chairman of the Supreme Council, Prince Sultan has known, for a period of many years, that Saudi-based charities were providing material support and resources to al Qaida. Rather than intervening to stem the flow of money and support from the charities to al Qaida, Prince Sultan has used his authority as Chairman of the Supreme Council to facilitate and ensure the continuing sponsorship of al Qaida by those charities.

430. In addition, Prince Sultan provided substantial funding, in both his official and private capacities, to several charities deeply involved in the sponsorship of al Qaida's global operations, including the IIRO, MWL, WAMY and al Haramain Foundation. In 1995, Dr. Ahmad Muhammad Ali, the then Secretary General of the MWL, publicly confirmed that much of the IIRO's funding was provided by Prince Sultan. In 1998, Prince Sultan donated 5 million Saudi Riyals to a joint charity drive of the IIRO and Sanabel al-Kheer. During a television fundraising campaign for the MWL, Prince Sultan donated 1 million Saudi Riyals. In 2002, he donated more than \$250,000 to a joint fundraising drive of the IIRO, WAMY and al Haramain.

431. At all times material hereto, Prince Sultan knew and intended that the contributions he made to IIRO, WAMY, MWL, Sanabel al-Kheer and al Haramain Foundation would be used to fund al Qaida's global operations and acts of international terrorism.

432. Through his official and personal acts, as described herein, Prince Sultan has provided critical financial and logistical support to al Qaida for a period of many years.

433. Prince Naif bin Abdulaziz al Saud (Prince Naif) is the Saudi Minister of Interior.

434. Prince Naif has long provided material support and resources to al Qaida.

435. In his capacity as Minister of Interior, Prince Naif has been, for many years, responsible for the oversight of charities based within Saudi Arabia, including the operations of the SJRC, MWL, IIRO, Saudi Red Crescent, WAMY and al Haramain Foundation.

436. Between 1998 and 2000, while the SJRC was under the supervision and control of Prince Naif, the Kingdom of Saudi Arabia diverted \$74 million to al Qaida members and loyalists through the SJRC.

437. Prince Naif also heads the Saudi Committee for Relief to Afghans, a government body that oversees and coordinates the operations of several Saudi charities in Afghanistan, including al Haramain. In this position, Prince Naif has channeled substantial financial and logistical support to sustain al Qaida's presence and operations in Afghanistan.

438. As Minister of Interior, Prince Naif also is responsible for counter-terrorism coordination and implementation within the Kingdom. Rather than using that authority to disrupt al Qaida's global operations, Prince Naif has used the position to protect al Qaida's support infrastructure.

439. This conduct is not surprising given Prince Naif's documented history of sponsoring terrorist activity throughout the world. For many years, he has served as the

head of the Saudi Committee for Support of the Al Quds Intifada, through which the Kingdom of Saudi Arabia has distributed literally millions of dollars to support and sponsor terrorist attacks in Israel and the Palestinian Territories.

440. In addition, Prince Naif has denied al Qaida's responsibility for the September 11th Attack publicly. Interviewed in November 2002, Prince Naif stated:

We put big question marks and asked who committed the events of September 11th and who benefited from them . . . I think they [the Zionists] are behind these events . . . I cannot still believe that 19 youths, including 15 Saudis, carried out the September 11 attacks with the support of bin Laden and his al-Qa'ida organization. It's impossible. I will not believe that these people have the power to do so horrendous an attack.

441. In a 2003 letter to Prince Bandar bin Abdul Aziz al Saud, Senator Charles Schumer asked that Prince Naif be replaced as Interior Minister, citing Prince Naif's "well-documented history of supporting terrorist financing and ignoring the evidence when it comes to investigating terrorist attacks on Americans."

442. Prince Naif has made significant personal contributions to Saudi-based charities that he knew to be sponsors of al Qaida's global operations as well, including IIRO, MWL, WAMY, BIF, the Saudi High Commission, SJRC and al Haramain, among others.

443. At all times material hereto, Prince Naif knew and intended that the contributions he made to IIRO, WAMY, MWL, Sanabel al-Kheer and al Haramain Foundation would be used to fund al Qaida's global operations and acts of international terrorism.

444. Through his official and personal acts, as described herein, Prince Naif has provided critical financial and logistical support to al Qaida for a period of many years.

445. Prince Turki al-Faisal bin Abdulaziz al-Saud (Prince Turki) headed Saudi Arabia's general intelligence service, the Istakhbarat, between 1977 and 2001, and now serves as the Saudi ambassador to the United Kingdom.

446. Prince Turki has long provided material support and resources to al Qaida.

447. While under the direction of Prince Turki, the Istakhbarat provided massive financial aid and material support to the Taliban. At the time, al Qaida and the Taliban maintained a symbiotic and mutually supportive relationship.

448. Prince Turki knew and intended that the support provided to the Taliban by the Kingdom of Saudi Arabia under his direction would materially benefit al Qaida, by virtue of the close relationship and near identity between the two organizations.

449. In his capacity as head of the Istakhbarat, Saudi intelligence officials under his supervision directly participated in the operations of terrorist organizations, including al Qaida. As set forth previously, Nabil Kosaibati, a member of the Spanish al Qaida cell, was recruited and trained to use arms and explosives by the Saudi intelligence service, while it was under the control of Prince Turki. Kosaibati was convicted for terrorist activities in Yemen, and confessed that Saudi intelligence "sent him to Yemen in 1996 as an active Saudi intelligence agent." Similarly, Omar Al-Bayoumi provided material support and assistance to two of the September 11th hijackers in his capacity as a representative of the Saudi intelligence service, while that agency was being directed by Prince Turki.

450. In his capacity as the head of the Saudi intelligence service, Prince Turki also arranged a meeting between senior Iraqi intelligence officials and Osama bin Laden, and thereby helped to foster a collaborative relationship between Iraqi intelligence and al Qaida.

451. Prince Turki has made significant personal contributions to Saudi-based charities that he knew to be sponsors of al Qaida's global operations as well, including IIRO, MWL, WAMY, BIF, the Saudi High Commission, SJRC and al Haramain, among others. In addition, Prince Turki has coordinated the sponsorship of al Qaida by several wealthy members of Saudi society.

452. At all times material hereto, Prince Turki knew and intended that the contributions he made to IIRO, WAMY, MWL, Sanabel al-Kheer and al Haramain Foundation would be used to fund al Qaida's global operations and acts of international terrorism.

453. Through his official and personal acts, as described herein, Prince Turki has provided critical financial and logistical support to al Qaida for a period of many years.

454. Prince Salman bin Abdul Aziz al Saud (Prince Salman) is the Mayor of Riyadh. Prince Salman founded the Saudi High Commission in 1992. By early 2001, the Saudi High Commission had raised 1.68 billion Riyals through a variety of fundraising mechanisms.

455. Prince Salman has long provided material support and resources to al Qaida.

456. When he founded the Saudi High Commission, Prince Salman fully intended that the organization would serve as a vehicle for funding and supporting Islamic militants in Bosnia, including elements of the al Qaida movement.

457. During the ensuing years, Prince Salman knew that the Saudi High Commission was, in fact, supporting al Qaida's efforts in Bosnia. In September 2000, Prince Salman received a letter from a Bosnian association called the "Mothers of

Srebrenica and Podrinje” advising Prince Salman that funds donated to the Saudi High Commission were being improperly diverted.

458. In October 2001, officials of the U.S. government raided the Sarajevo offices of the Saudi High Commission. During the raid, investigators found computer hard drives with photographs of the World Trade Center before and after its collapse, as well as photographs of the United States embassies in Kenya and Tanzania and the U.S.S. Cole. Investigators also discovered files on pesticides and crop dusters, information about how to make fake State Department badges, and photographs and maps of Washington, marking prominent government buildings.

459. Following the raid, the Financial Police of the Federation of Bosnia Herzegovina Ministry of Finance described the Saudi High Commission as a front for radical and terrorism-related activities, stating:

Members of the SFOR (stabilization forces) have on premises on the Saudi high commission relief for Bosnia and Herzegovina confiscated some documentation for which it can be claimed with certainty that it does not belong in the scope of work of a humanitarian organization

...

460. To this date, investigators have been unable to account for approximately \$41 million donated to the charity.

461. Prince Salman has donated substantial funds to several other charities that operate within al Qaida’s infrastructure, including the IIRO, WAMY and al Haramain Foundation. In 1999, Prince Salman donated approximately \$400,000 during a joint fundraising event of the IIRO, WAMY and al Haramain Foundation. In 1998, Prince Salman donated 1 million Saudi Riyals during a joint fundraising drive of the IIRO and Sanabel al-Kheer.

462. In addition, Prince Salman has been instrumental in raising funds for charities within al Qaida's infrastructure from third parties. During a 1994 conference sponsored by the IIRO and Sanabel al-Kheer, Prince Salman publicly stated that he had personally raised more than 6 million Saudi Riyals for Sanabel and IIRO from wealthy Saudi citizens.

463. At all times material hereto, Prince Salman knew and intended that the contributions he made to, and funds he raised on behalf of, IIRO, WAMY, MWL, Sanabel al-Kheer and al Haramain Foundation would be used to fund al Qaida's global operations and acts of international terrorism.

464. Through his official and personal acts, as described herein, Prince Salman has provided critical financial and logistical support to al Qaida for a period of many years.

465. Prince Abdullah al Faisal (Prince Abdullah) is a former official of the Saudi Ministry of Interior, and has served as the de facto ruler of Saudi Arabia since King Fahd's stroke in 1999. In addition to his role within the Saudi government, Prince Abdullah maintains significant business interests, including a controlling stake in al Faisal Group Holding Co., and its predecessor-in-interest, al Faisaliah Group. Al Faisal Group is the representative agent in Saudi Arabia of several international companies.

466. In his capacity as de-facto head of the Kingdom of Saudi Arabia, Prince Abdullah has consistently appointed al Qaida supporters and collaborators to head the charities controlled by the Kingdom. Prince Abdullah has done so in order to ensure that the charities would continue to serve as vehicles for sponsoring and sustaining terrorist organizations, including al Qaida.

467. Prince Abdullah has made significant personal contributions to Saudi-based charities that he knew to be sponsors of al Qaida's global operations as well, including IIRO, MWL, WAMY, BIF, the Saudi High Commission, SJRC and al Haramain, among others.

468. At all times material hereto, Prince Abdullah knew and intended that the contributions he made to IIRO, WAMY, MWL, Sanabel al-Kheer and al Haramain Foundation would be used to fund al Qaida's global operations and acts of international terrorism.

469. According to FBI records, September 11th hijacker Hani Saleh Hanjour maintained a registered address in Taif, Saudi Arabia, under the name of al Faisaliah. That address corresponds with the branch office of al Faisaliah Group in Taif. This evidence thus establishes a direct link between Prince Abdullah's business concerns and one of the September 11th hijackers.

470. There is substantial evidence that Prince Abdullah engaged in transactions with Mushayt for Trading establishment, the funding mechanism for the Spanish al Qaida cell. Muhammed Galeb Klaje Zouaydi, who founded the network of companies which served as a vehicle for financing al Qaida's activities in Europe, served for many years as Prince Abdulah's accountant. During the period of time that Mushayt for Trading was laundering money for the Spanish cell, Prince Abdulah and Zouaydi maintained a business partnership.

471. Through his official and personal acts, as described herein, Prince Abdullah has provided critical financial and logistical support to al Qaida for a period of many years.

472. Prince Mohamed al Faisal al Saud (Prince Mohamed) has long provided material support and resources to al Qaida.

473. Prince Mohamed served, for many years, as the CEO of Dar al Maal al Islami. Dar al Maal al Islami is the ultimate parent of Faisal Islamic Bank of the Sudan, one of the principal shareholders of the Al Shamal Bank. Prince Mohamed chairs both the Al Shamal Bank and Faisal Islamic Bank of the Sudan.

474. In his capacity as chairman of Dar al Maal al Islami, Faisal Islamic Bank of the Sudan and Al Shamal Bank, Prince Mohamed has facilitated the material sponsorship of al Qaida by those entities, as further detailed herein.

475. Prince Mohamed has made significant personal contributions to Saudi-based charities that he knew to be sponsors of al Qaida's global operations as well, including IIRO, MWL, WAMY, BIF, the Saudi High Commission, SJRC and al Haramain, among others.

476. At all times material hereto, Prince Mohamed knew and intended that the contributions he made to IIRO, WAMY, MWL, Sanabel al-Kheer and al Haramain Foundation would be used to fund al Qaida's global operations and acts of international terrorism.

477. Through his official and personal acts, as described herein, Prince Mohamed has provided critical financial and logistical support to al Qaida for a period of many years.

478. Prince Bandar bin Sultan bin Abdul Aziz al Saud (Prince Bandar) is the Ambassador of the Kingdom of Saudi Arabia to the United States.

479. In his capacity as Ambassador to the United States, Prince Bandar has directed millions of dollars in embassy funds to charities operating within al Qaida's infrastructure, including the IIRO.

480. Prince Bandar has also contributed millions of dollars of his personal wealth to charities operating within al Qaida's infrastructure, including the IIRO.

481. Federal authorities are currently investigating transactions involving Saudi embassy bank accounts with Riggs National Corporation, including personal accounts belonging to Prince Bandar and his wife, Princess Haifa. The investigation focuses on transactions totaling tens of millions of dollars in cash, that were not properly reported, and the possible funneling of those funds to terrorist organizations.

482. Through his official and personal acts, as described herein, Prince Bandar has provided critical financial and logistical support to al Qaida for a period of many years.

483. Al Qaida also has benefited immensely from the support and sponsorship of prominent members of Saudi society, who are closely affiliated with the Saudi Royal Family. As described herein, these individuals have used the tremendous wealth and authority conferred upon by them by virtue of their privileged status within Saudi society to fuel al Qaida's growth and development, and to support al Qaida's global jihad. While publicly portraying themselves as legitimate business leaders and generous benefactors of worthy charitable causes, these individuals are, in a very real sense, members of the al Qaida movement.

484. Dr. Sulaiman bin Ali al-Ali (a/k/a Sulaiman Kabbara), is a wealthy Saudi businessman, a member of the IIRO Executive Committee, and a member of the Shura Council of the Kingdom of Saudi Arabia. Al-Ali invested approximately \$10 million in

the U.S. based operations of the IIRO, which operated within the SAAR Network of companies established to support al Qaida's global operations. Al-Ali also served as a member of Sana-Bell, Inc. investment firm, and was responsible for executing and managing Sana-Bell's investments. In 1992, he gave over \$2.1 million in Sana-Bell charitable assets to investment projects controlled by BMI, Inc., the New Jersey based investment firm established by Soliman Bihieri. As stated previously, Bihieri was indicted by federal prosecutors based on his material support and sponsorship of terrorist organizations, including al Qaida. During the period of time al-Ali controlled the investments of Sana-Bell, millions of dollars of donations disappeared without explanation. Through IIRO and Sana-Bell, al-Ali also invested heavily in Global Chemical Corporation. According to the Federal Bureau of Investigation, IIRO dispersed in excess of \$1,000,000 to Global Chemical Corporation between 1993 and 1997. Based on IIRO's 1995 IRS form 990, al Ali's total investment in Global Chemical would appear to exceed \$2 million. Global Chemical was intimately associated with Taibah International. On January 9, 1997, Global Chemical's Chicago headquarters were raided by FBI agents as part of an investigation into its involvement in money laundering, fraud, and possible ties to terrorist activities. Al-Ali was also affiliated with the Kuwait based Lajnet al-Dawa, a relief organization designated by the United States government under Executive Order 13224 based on its intimate affiliation with al Qaida. Al-Ali has made substantial contributions to many of the charities operating within al Qaida's infrastructure, with full knowledge that those funds would be used to support al Qaida's operations and terrorist attacks.

485. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Sulaiman bin al-Ali has long provided material support and resources to al Qaida.

486. Ibrahim Muhammad Afandi co-founded Sana-Bell, Inc.'s Washington, DC branch, along with defendant Saleh Kamel. In addition to his affiliation with Sana-Bell, Inc., Afandi is a board member of the IIRO, the chairman of al-Afandi Establishment, the CEO of al-Afandi Germany, CEO of Sky Muzen Holding Co., BV, CEO of Saudi Industrial Services Company, Founder of the Great Saudi Development & Investment Co., founder of the Arabian Company for Development and Investment Limited, Chairman of the National Committee of Saudi Contractors, former general manager and shareholder of al-Amoudi Group, owner of Gang Ranch, Skylight Corporation and BSA Investments, and a partner in African Company of the Sudan, along with Al Rajhi Bank and Dallah al-Baraka. Afandi is identified as one of al Qaida's principal financiers on the Golden Chain. In his role as a member of the IIRO, he has actively participated in that ostensible charity's sponsorship of al Qaida's operations. Afandi has made substantial contributions to many of the charities operating within al Qaida's infrastructure, with full knowledge that those funds would be used to support al Qaida's operations and terrorist attacks.

487. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Ibrahim Muhammad Afandi has long provided material support and resources to al Qaida.

488. Defendant Yassin al-Qadi is a Saudi national, who has long provided material support and resources to al Qaida. Al-Qadi founded the Blessed Relief (Muwafaq) Foundation in Delaware in 1992, and ran the organization from 1992 through

1997. Blessed Relief was registered in the Channel Islands, and run from Jeddah, Saudi Arabia. The charity was endowed, in large part, by Khalid bin Mahfouz, head of the National Commercial Bank of Saudi Arabia. As set forth previously, the United States government designated al-Qadi and the Blessed Relief Foundation under Executive Order 13224 on October 12, 2001, based on their pervasive involvement in sponsoring al Qaida's operations. Al-Qadi is also the Vice President of the Saudi Arabian Company M.M. Badkook Co. for Catering and Trading, owned by Talal Mohammed Badkook, with whom al-Qadi co-founded the Blessed Relief Foundation. Al-Qadi is also the director of Global Diamond Resources, a company in which several members of Osama bin Laden's family have invested and served as officers. Al-Qadi is also a member of the Board of Directors of New Diamond Holdings. Along with Musa Abu Marzook, a prominent Hamas figure, al-Qadi financed the BMI, Inc. investment firm, incorporated in New Jersey by Soliman Bihieri. As set forth previously, a BMI accountant advised FBI officials that the funds he transferred overseas on behalf of BMI were used to finance the embassy bombings in Africa. Al-Qadi has made substantial contributions to many of the charities operating within al Qaida's infrastructure, with full knowledge that those funds would be used to support al Qaida's operations and terrorist attacks.

489. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Yassin al-Qadi has long provided material support and resources to al Qaida.

490. Defendant Dr. Jamal Barzinji is a Saudi national who has long provided material support and resources to al Qaida. Barzinji has served as a board member of the International Institute of Islamic Thought and WAMY. Barzinji was an officer of Safa Trust, Mar-Jac Poultry and SAAR Foundation, three entities within the SAAR Network.

In his capacity as President of Safa Trust, Barzinji held authority over eighteen (18) bank accounts for Safa entities. Barzinji is also a business associate of Yousef Nada and a trustee and officer of the Imana Mutual Funds Trust. Barzinji was also a board member of the American Muslim Council, headed by Abdurahman Alamoudi. According to federal authorities, Barzinji “committed and conspired to: transit money internationally for the purpose of promoting offenses against foreign nations involving murder or the destruction of property by means of explosive, fire, kidnapping or extortion...; provide material support or resources to foreign terrorist organizations...; and provide material support or conceal or disguise the source of ownership of material support intended for use in preparation for or in carrying out a terrorist act.” Barzinji has made substantial contributions to many of the charities operating within al Qaida’s infrastructure, with full knowledge that those funds would be used to support al Qaida’s operations and terrorist attacks.

491. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida’s infrastructure, Barzinji has long provided material support and resources to al Qaida.

492. Defendant Samir Salah was a founder of the Safa Trust, and an officer of several other companies within the SAAR Network. In addition, Salah helped establish Bank al Taqwa in the mid 1980s. Salah was also deeply involved with the operations of Taibah International. Salah has made substantial contributions to many of the charities operating within al Qaida’s infrastructure, with full knowledge that those funds would be used to support al Qaida’s operations and terrorist attacks.

493. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Samir Salah has long provided material support and resources to al Qaida.

494. Defendant Suleiman Abdel Aziz al Rajhi is a Saudi national who has long provided material support and resources to al Qaida. Al Rajhi is Chairman and Managing Director of al Rajhi Banking and Investment Corporation, and the primary financier of the SAAR Foundation and many of the organizations which operated within the SAAR Network of charities and businesses. Al Rajhi also serves on the board of directors of the IIRO. Al Rajhi is identified on the Golden Chain as one of al Qaida's principal financiers. Al Rajhi has made substantial contributions to many of the charities operating within al Qaida's infrastructure, with full knowledge that those funds would be used to support al Qaida's operations and terrorist attacks.

495. Al Rajhi has close ties to the Saudi Royal Family and government, as evidenced by the fact that several members of the Saudi Royal Family are employed by, or serve as officers of, businesses owned or controlled by al Rajhi. For example, Prince Mohammad bin Nayef bin Abdel Aziz al Saud, the Assistant Deputy Minister of the Interior of Saudi Arabia, serves as the Chairman of Al Rajhi Commercial Foreign Exchange. Abdallah bin Yahya al Muallimi, the Secretary General of the Jeddah Province, serves as board member in the same company. Prince Faisal Ibn Muhamad Ibn Saud is the Chairman of al Rajhi Yamama Cement Company. Prince Turki Ibn Muhamad Ibn Abdul Aziz Ibn Turki is a board member of al Rajhi Yamama Cement Company.

496. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Suleiman Abdel Aziz al Rajhi has long provided material support and resources to al Qaida.

497. Khalid bin Mahfouz is a wealthy Saudi national, and one of al Qaida's principal individual financiers. For many years, bin Mahfouz owned a controlling interest in National Commercial Bank, and served as President and CEO of that institution. While under his control, National Commercial Bank provided extensive financial services and other forms of material support to al Qaida, as described herein. Bin Mahfouz also endowed the Blessed Relief Foundation, founded by Yassin al-Qadi. Khalid bin Mahfouz's son, Abdulrahman bin Mahfouz, served as Director of the Blessed Relief Foundation. When he endowed the Blessed Relief Foundation, Khalid bin Mahfouz specifically knew that it was established to serve as a vehicle for funding and otherwise supporting terrorist organizations, including al Qaida. As stated previously, the U.S. government designated the Blessed Relief Foundation under Executive Order 13224, based on its extensive involvement in al Qaida's global operations. Khalid bin Mahfouz is also intimately associated with the International Development Foundation, another charity operating within al Qaida's support infrastructure. Khalid bin Mahfouz is identified on the Golden Chain as one of al Qaida's principal financiers, and has made substantial contributions to many of the charities operating within al Qaida's infrastructure, with full knowledge that those funds would be used to support al Qaida's operations and terrorist attacks.

498. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Khalid bin Mahfouz has long provided material support and resources to al Qaida.

499. Sheikh Adel Abdul Batterjee is a wealthy Saudi businessman, a senior al Qaida official and one of that terrorist organization's principal individual financiers. Batterjee's longstanding involvement in al Qaida's global operations is detailed at length in the U.S. government's Santiago proffer in the Enaam Arnaout prosecution. Batterjee is the current Chairman of Al Shamal Bank, and one of its largest shareholders. Under Batterjee's direction, Al Shamal Bank has provided extensive financial services and other forms of material support to al Qaida, as further discussed herein. Batterjee has also served as a senior official of BIF and Secretary General of WAMY. Through those positions, Batterjee directly supported al Qaida's global operations. Batterjee has made substantial contributions to many of the charities operating within al Qaida's infrastructure, with full knowledge that those funds would be used to support al Qaida's operations and terrorist attacks.

500. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Sheikh Adel Abdul Batterjee has long provided material support and resources to al Qaida.

501. Saleh Abdullah Kamel is a wealthy Saudi businessman and one of al Qaida's principal individual financiers. Kamel is a shareholder in Al Shamal Bank and Tadamon Islamic Bank, and Chairman of al Baraka Financial Institution. As further discussed herein, all three of those institutions are deeply involved in providing financial services and other forms of material support to al Qaida. Saleh Kamel also co-founded the U.S. branch of Sana-Bell, Inc., an enterprise established to provide revenues to sustain the U.S. operations of the IIRO. In founding Sana-Bell, Inc., Saleh Kamel knew and intended that it would be used as a vehicle for funding terrorist organizations, including al Qaida, through IIRO and the SAAR Network. Kamel is identified on the

Golden Chain as one of al Qaida's principal financiers, and has made substantial contributions to many of the charities operating within al Qaida's infrastructure, with full knowledge that those funds would be used to support al Qaida's operations and terrorist attacks.

502. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Saleh Kamel has long provided material support and resources to al Qaida.

503. Youssef Jameel is a wealthy Saudi businessman and CEO of Abdul Lateef Jameel Group. Jameel is identified on the Golden Chain as one of al Qaida's principal financiers, and has made substantial contributions to many of the charities operating within al Qaida's infrastructure, including a one time contribution of 8 million Saudi Riyals to support the Saudi Red Crescent. Jameel contributed to the charities operating within al Qaida's infrastructure with full knowledge that the contributed funds would be used to support al Qaida's operations and terrorist attacks.

504. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Saleh Kamel has long provided material support and resources to al Qaida.

505. Bakr bin Laden is Osama bin Laden's brother, and the head of Saudi Binladin Group. Under Bakr bin Laden's control, Saudi Binladin Group has provided substantial material support and assistance to al Qaida, as further detailed herein. Bakr bin Laden is identified on the Golden Chain as one of al Qaida's principal financiers, and has made substantial contributions to many of the charities operating within al Qaida's infrastructure. Bakr bin Laden was one of the largest single donors to a 1992 fundraiser for the IIRO, which raised 19 million Saudi Riyals for Bonsian "relief" efforts. Bakr bin

Laden contributed to the charities operating within al Qaida's infrastructure with full knowledge that the contributed funds would be used to support al Qaida's operations and terrorist attacks.

506. Through his various for-profit enterprises and involvement with charities and individuals operating within al Qaida's infrastructure, Bakr bin Laden has long provided material support and resources to al Qaida.

507. Abdullah bin Laden is Osama bin Laden's nephew, and the founder of the U.S. branch of WAMY. Abdullah bin Laden served as President of WAMY's U.S. operations for many years. As further discussed herein, the U.S. branch of WAMY operated within the SAAR Network as a vehicle for funding and otherwise sponsoring al Qaida's global operations.

508. Through his involvement with WAMY and other charities and individuals operating within al Qaida's infrastructure, Abdullah bin Laden has long provided material support and resources to al Qaida.

SUDAN

509. The Republic of Sudan (Sudan) has long provided material support and resources to al Qaida, including para-military training, indoctrination, money, travel documentation, safe passage and refuge.

510. Defendant Sudan openly harbored defendant Osama bin Laden and many top al Qaida lieutenants between 1991 and 1996. During that time, as further described above, the Sudanese government permitted Osama bin Laden to establish al Qaida training camps, set up front companies to move assets and generate new revenues, and to use the cloak of Sudan's state sovereignty to shield al Qaida's operations.

511. In 1996, the Sudanese government permitted Osama bin Laden to move to Afghanistan, where he was welcomed as an honored guest of the ruling Taliban government, rather than surrendering him to international authorities for prosecution.

512. Defendant Sudan continues to harbor members of the al Qaida terrorist network, as well as members of affiliated FTOs, and has recently permitted al Qaida and other associated terrorist organizations to re-establish training camps within Sudan, and to otherwise use Sudan as a base to organize their operations and support compatriots elsewhere.

513. In addition to its extensive direct support of al Qaida, defendant Sudan has long provided material support and resources to defendants Egyptian Islamic Jihad and Hezbollah.

514. By virtue of its merger with Egyptian Islamic Jihad, and affiliation with Hezbollah, al Qaida has materially benefited from Sudan's sponsorship of those FTOs.

515. As the forgoing demonstrates, the Sudan has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

516. The September 11th Attack was a direct, intended and foreseeable product of the Sudan's participation in al Qaida's jihadist campaign.

SYRIAN ARAB REPUBLIC

517. Defendant Syrian Arab Republic (Syria) has long provided material support and resources to al Qaida.

518. According to the U.S. government, Syria has provided safe haven, financial and logistical assistance, training facilities and political support for Hezbollah. In addition, Syria has for many years facilitated weapons shipments from Iran to

Hezbollah. As set forth above, Hezbollah is, in effect, an agency and instrumentality of the Syrian government.

519. By virtue of its affiliation with Hezbollah, al Qaida has materially benefited from Syria's sponsorship of that FTO.

520. Between 1992 and 2003, defendant Syria continually purchased crude oil from defendant Iraq, in violation of United Nations Security Council resolutions and sanctions programs designed to inhibit Iraq's ability to use funds derived from the sale of Iraq's natural resources to promote international terrorism and pursue the development of weapons of mass destruction. Through its state controlled bank, Syria assisted Iraq in laundering revenues realized by Iraq through the illegal oil sales, and through other illicit activities.

521. Syria's violations of the United Nations Security Council resolutions and sanctions programs, as described above, enabled Iraq to maintain and expand its terrorist sponsorship programs, including its provision of material support and resources to al Qaida and affiliated FTOs, persons, organizations, commercial entities and other parties.

522. Defendant Syria knew, or should have known, that al Qaida and affiliated FTOs, persons, organizations, commercial entities and other parties would materially benefit from Syria's illegal crude oil purchases from Iraq, and from the assistance Syria provided to Iraq in laundering revenues from the illegal oil sales and other illicit activities.

523. As the forgoing demonstrates, Syria has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

524. The September 11th Attack was a direct, intended and foreseeable product of Syria's participation in al Qaida's jihadist campaign.

THE ISLAMIC REPUBLIC OF IRAN

525. Defendant Islamic Republic of Iran (Iran) has long provided material support and resources to al Qaida.

526. According to United States intelligence reports, the relationship between Iran and al Qaida dates to the early 1990's, when al Qaida officials met with Iranian intelligence officials to establish an anti-American partnership.

527. According to the testimony of a former member of the Iranian Ministry of Information and Security, Iran provided direct support to al Qaida in relation to the 1996 bombing attack on the U.S. military base in Dahran, Saudi Arabia. The joint participation by Iran and al Qaida in that operation strengthened their relationship, and prompted increased Iranian support for al Qaida's operations.

528. Later that same year, a delegation from al Qaida led by Saif al Adel came to Iran to discuss the establishment of an al Qaida base in the region between Iran and Afghanistan. As a result of those meetings, Iran and al Qaida agreed to establish a joint base for training of al Qaida and Hezbollah militants.

529. In or around this same time, Saif al Adel moved to Iran, and began coordinating al Qaida operations from the sanctity of Iran's borders.

530. Shortly before September 11, 2001, members of al Qaida leadership, including Saad bin Laden, met with Iranian officials to secure a safe place of retreat for the future al Qaida leadership following the September 11th Attack. The U.S. government has confirmed that Saad bin Laden and several other senior al Qaida officials

retreated to Iran from Afghanistan in the wake of the Septmeber 11th Attack, and are being harbored by Iran to this day.

531. Iran permits those al Qaida officials to use the cloak of Iran's state sovereignty to shield al Qaida's operations, including the recruitment of new members, training of terrorist cells, and coordination, planning and funding of terrorist attacks throughout the world.

532. In addition to its extensive direct support of al Qaida, defendant Iran has long provided material support and resources to Egyptian Islamic Jihad, Salafist Group for Call and Combat and Hezbollah. As set forth above, Hezbollah is, in effect, an agency and instrumentality of the Iranian government.

533. By virtue of its merger with Egyptian Islamic Jihad, and affiliation with Salafist Group for Call and Combat and Hezbollah, al Qaida has materially benefited from Iran's sponsorship of those FTOs. Indeed, according to the testimony of Ali Mohamed, a U.S. green beret who pleaded guilty to conspiring with defendant Osama bin Laden to bomb U.S. embassies in Africa, Iran used Hezbollah to supply explosives and explosives training to al Qaida operatives.

534. As the forgoing demonstrates, Iran has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

535. The September 11th Attack was a direct, intended and foreseeable product of Iran's participation in al Qaida's jihadist campaign.

REPUBLIC OF IRAQ

536. The Republic of Iraq has long provided material support and resources to al Qaida.

537. According to the U.S. government, defendant Iraq has harbored senior members of the al Qaida terrorist network. Iraq permitted those al Qaida operatives to use the cloak of Iraq's state sovereignty to shield al Qaida's operations, including the recruitment of new members, training of terrorist cells, and coordination, planning and funding of terrorist attacks throughout the world.

538. At all times material hereto, defendant Iraq operated terrorist training camps within its borders, at which defendant Iraq provided training to members of various terrorist organizations, including members of the al Qaida terrorist network. One such camp was equipped with a commercial airliner fuselage, used by defendant Iraq to train terrorist operatives, including al Qaida members, in hijacking techniques and procedures.

539. As the forgoing demonstrates, Iraq has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

540. The September 11th Attack was a direct, intended and foreseeable product of Iraq's participation in al Qaida's jihadist campaign.

PLAINTIFFS' INJURIES

541. At the time of the September 11th Attack, plaintiff Federal provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit A hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of

Exhibit A.¹ In accordance with the terms of the applicable policies of insurance, plaintiff Federal has made payments to the insureds identified in Exhibit A in an aggregate amount in excess of \$1,305,520,292.20, as set forth in greater detail in Column D of Exhibit A, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Federal is subrogated to its insureds' rights of recovery against any responsible third parties.

542. At the time of the September 11th Attack, plaintiff Pacific Indemnity provided property insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit B hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit B.² In accordance with the terms of the applicable policies of insurance, plaintiff Pacific Indemnity has made aggregate payments to the insureds identified in Exhibit B in an amount in excess of \$9,542,008.43, as set forth in greater detail in Column D of Exhibit B, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments, plaintiff Pacific Indemnity is subrogated to its insureds' rights of recovery against any responsible third parties.

543. At the time of the September 11th Attack, plaintiff Chubb Custom provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit C hereto, relative to the property and/or business interests located at the corresponding addresses identified in Column B of Exhibit C.³ In accordance with the terms of the applicable policies of

¹ Exhibit A is expressly incorporated herein by reference.

² Exhibit B is expressly incorporated herein by reference.

³ Exhibit C is expressly incorporated herein by reference.

insurance, plaintiff Chubb Custom has made payments to the insureds identified in Exhibit C in an aggregate amount in excess of \$612,585, as set forth in greater detail in Column D of Exhibit C, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Chubb Custom is subrogated to its insureds' rights of recovery against any responsible third parties.

544. At the time of the September 11th Attack, plaintiff Chubb Indemnity provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit D hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit D.⁴ In accordance with the terms of the applicable policies of insurance, plaintiff Chubb Indemnity has made payments to the insureds identified in Exhibit D in an aggregate amount in excess of \$3,771,622.01, as set forth in greater detail in Column D of Exhibit D, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Chubb Indemnity is subrogated to its insureds' rights of recovery against any responsible third parties.

545. At the time of the September 11th Attack, plaintiff CICC provided insurance coverage to the corporations, affiliations, companies, partnerships, persons, trusts and other parties identified in Column A of Exhibit E hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit E.⁵ In accordance with the terms of the applicable policies of insurance, plaintiff CICC has made payments to the insureds identified in Exhibit E in an aggregate amount

⁴ Exhibit D is expressly incorporated herein by reference.

⁵ Exhibit E is expressly incorporated herein by reference.

in excess of \$44,547,557.24, as set forth in greater detail in Column D of Exhibit E, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff CICC is subrogated to its insureds' rights of recovery against any responsible third parties.

546. At the time of the September 11th Attack, plaintiff CICNJ provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit F hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit F.⁶ In accordance with the terms of the applicable policies of insurance, plaintiff CICNJ has made payments to the insureds identified in Exhibit F in an aggregate amount in excess of \$410,681.69, as set forth in greater detail in Column D of Exhibit F, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff CICNJ is subrogated to its insureds' rights of recovery against any responsible third parties.

547. At the time of the September 11th Attack, plaintiff Great Northern provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit G hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit G.⁷ In accordance with the terms of the applicable policies of insurance, plaintiff Great Northern has made payments to the insureds identified in Exhibit G in an aggregate amount in excess of \$598,504,108.30, as set forth in greater

⁶ Exhibit F is expressly incorporated herein by reference.

⁷ Exhibit G is expressly incorporated herein by reference.

detail in Column D of Exhibit G, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Great Northern is subrogated to its insureds' rights of recovery against any responsible third parties.

548. At the time of the September 11th Attack, plaintiff Vigilant provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit H hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit H.⁸ In accordance with the terms of the applicable policies of insurance, plaintiff Vigilant has made payments to the insureds identified in Exhibit H in an aggregate amount in excess of \$41,545,872.30, as set forth in greater detail in Column D of Exhibit H, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Vigilant is subrogated to its insureds' rights of recovery against any responsible third parties.

549. At the time of the September 11th Attack, plaintiff Zurich provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit I hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit I.⁹ In accordance with the terms of the applicable policies of insurance, plaintiff Zurich has made payments to the insureds identified in Exhibit I in an aggregate amount in excess of \$783,686,766.26, as set forth in greater detail in Column D of Exhibit I, and expects that it will make additional payments in the future, in compensation for damages

⁸ Exhibit H is expressly incorporated herein by reference.

⁹ Exhibit I is expressly incorporated herein by reference.

resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Zurich is subrogated to its insureds' rights of recovery against any responsible third parties.

550. At the time of the September 11th Attack, plaintiff American Guarantee provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit J hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit J.¹⁰ In accordance with the terms of the applicable policies of insurance, plaintiff American Guarantee has made payments to the insureds identified in Exhibit J in an aggregate amount in excess of \$44,407,749.17 as set forth in greater detail in Column D of Exhibit J, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff American Guarantee is subrogated to its insureds' rights of recovery against any responsible third parties.

551. At the time of the September 11th Attack, plaintiff American Zurich provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit K hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit K.¹¹ In accordance with the terms of the applicable policies of insurance, plaintiff American Zurich has made payments to the insureds identified in Exhibit K in an aggregate amount in excess of \$2,356,183.61 as set forth in greater detail in Column D of Exhibit K, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue

¹⁰ Exhibit J is expressly incorporated herein by reference.

¹¹ Exhibit K is expressly incorporated herein by reference.

of its payments to its insureds, plaintiff American Zurich is subrogated to its insureds' rights of recovery against any responsible third parties.

552. At the time of the September 11th Attack, plaintiff Assurance of America provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit L hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit L.¹² In accordance with the terms of the applicable policies of insurance, plaintiff Assurance of America has made payments to the insureds identified in Exhibit L in an aggregate amount in excess of \$2,417,600.19 as set forth in greater detail in Column D of Exhibit L, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Assurance of America is subrogated to its insureds' rights of recovery against any responsible third parties.

553. At the time of the September 11th Attack, plaintiff Colonial American provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit M hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit M.¹³ In accordance with the terms of the applicable policies of insurance, plaintiff Colonial American has made payments to the insureds identified in Exhibit M in an aggregate amount in excess of \$21,400, as set forth in greater detail in Column D of Exhibit M, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its

¹² Exhibit L is expressly incorporated herein by reference.

¹³ Exhibit M is expressly incorporated herein by reference.

payments to its insureds, plaintiff Colonial American is subrogated to its insureds' rights of recovery against any responsible third parties.

554. At the time of the September 11th Attack, plaintiff Fidelity provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit N hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit N.¹⁴ In accordance with the terms of the applicable policies of insurance, plaintiff Fidelity has made payments to the insureds identified in Exhibit N in an aggregate amount in excess of \$1,636,903.02 as set forth in greater detail in Column D of Exhibit N, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Fidelity is subrogated to its insureds' rights of recovery against any responsible third parties.

555. At the time of the September 11th Attack, plaintiff Maryland provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit O hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit O.¹⁵ In accordance with the terms of the applicable policies of insurance, plaintiff Maryland has made payments to the insureds identified in Exhibit O in an aggregate amount in excess of \$448,063.19, as set forth in greater detail in Column D of Exhibit O, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its

¹⁴ Exhibit N is expressly incorporated herein by reference.

¹⁵ Exhibit O is expressly incorporated herein by reference.

payments to its insureds, plaintiff Maryland is subrogated to its insureds' rights of recovery against any responsible third parties.

556. At the time of the September 11th Attack, plaintiff Northern provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit P hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit P.¹⁶ In accordance with the terms of the applicable policies of insurance, plaintiff Northern has made payments to the insureds identified in Exhibit P in an aggregate amount in excess of \$1,288,908.39 as set forth in greater detail in Column D of Exhibit P, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Northern is subrogated to its insureds' rights of recovery against any responsible third parties.

557. At the time of the September 11th Attack, plaintiff Steadfast provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit Q hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit Q.¹⁷ In accordance with the terms of the applicable policies of insurance, plaintiff Steadfast has made payments to the insureds identified in Exhibit Q in an aggregate amount in excess of \$392,783.63, as set forth in greater detail in Column D of Exhibit Q, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its

¹⁶ Exhibit P is expressly incorporated herein by reference.

¹⁷ Exhibit Q is expressly incorporated herein by reference.

payments to its insureds, plaintiff Steadfast is subrogated to its insureds' rights of recovery against any responsible third parties.

558. At the time of the September 11th Attack, plaintiff Valiant provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit R hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit R.¹⁸ In accordance with the terms of the applicable policies of insurance, plaintiff Valiant anticipates that it may make payments to the insureds identified in Exhibit R in an aggregate amount in excess of \$3,500, as set forth in greater detail in Column D of Exhibit R, and expects that it will make additional payments in the future in compensation for damages resulting from the September 11th Attack. By virtue of any such payments to its insureds, plaintiff Valiant will become subrogated to its insureds' rights of recovery against any responsible third parties.

559. At the time of the September 11th Attack, plaintiff One Beacon, through policies of insurance issued by One Beacon or by its predecessors in interest, General Accident, Commercial Union and CGU, provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit S hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit S.¹⁹ In accordance with the terms of the applicable policies of insurance, plaintiff One Beacon has made payments to the insureds identified in Exhibit S in an aggregate amount in excess of \$185,805,247.79, as set forth in greater detail in Column D of Exhibit S, and expects that it will make additional payments in the future, in compensation for damages resulting from the

¹⁸ Exhibit R is expressly incorporated herein by reference.

¹⁹ Exhibit S is expressly incorporated herein by reference.

September 11th Attack. By virtue of its payments to its insureds, plaintiff One Beacon is subrogated to its insureds' rights of recovery against any responsible third parties.

560. At the time of the September 11th Attack, plaintiff Crum & Forster provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit T hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit T.²⁰ In accordance with the terms of the applicable policies of insurance, plaintiff Crum & Forster has made payments to the insureds identified in Exhibit T in an aggregate amount in excess of \$44,300.08, as set forth in greater detail in Column D of Exhibit T, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Crum & Forster is subrogated to its insureds' rights of recovery against any responsible third parties.

561. At the time of the September 11th Attack, plaintiff North River provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit U hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit U.²¹ In accordance with the terms of the applicable policies of insurance, plaintiff North River has made payments to the insureds identified in Exhibit U in an aggregate amount in excess of \$3,405,966.77, as set forth in greater detail in Column D of Exhibit U, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its

²⁰ Exhibit T is expressly incorporated herein by reference.

²¹ Exhibit U is expressly incorporated herein by reference.

payments to its insureds, plaintiff North River is subrogated to its insureds' rights of recovery against any responsible third parties.

562. At the time of the September 11th Attack, plaintiff United States Fire provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit V hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit V.²² In accordance with the terms of the applicable policies of insurance, plaintiff United States Fire has made payments to the insureds identified in Exhibit V in an aggregate amount in excess of \$75,397,757.11, as set forth in greater detail in Column D of Exhibit V, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff United States Fire is subrogated to its insureds' rights of recovery against any responsible third parties.

563. At the time of the September 11th Attack, plaintiff American Alternative provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit W hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit W.²³ In accordance with the terms of the applicable policies of insurance, plaintiff American Alternative has made payments to the insureds identified in Exhibit W in an aggregate amount in excess of \$2,590,862.56, as set forth in greater detail in Column D of Exhibit W, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue

²² Exhibit V is expressly incorporated herein by reference.

²³ Exhibit W is expressly incorporated herein by reference.

of its payments to its insureds, plaintiff American Alternative is subrogated to its insureds' rights of recovery against any responsible third parties.

564. At the time of the September 11th Attack, plaintiff Great Lakes provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit X hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit X.²⁴ In accordance with the terms of the applicable policies of insurance, plaintiff Great Lakes has made payments to the insureds identified in Exhibit X in an aggregate amount in excess of \$51,682,223.62, as set forth in greater detail in Column D of Exhibit X, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Great Lakes is subrogated to its insureds' rights of recovery against any responsible third parties.

565. At the time of the September 11th Attack, plaintiff Princeton Excess provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit Y hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit Y.²⁵ In accordance with the terms of the applicable policies of insurance, plaintiff Princeton Excess has made payments to the insureds identified in Exhibit Y in an aggregate amount in excess of \$3,796,292.50, as set forth in greater detail in Column D of Exhibit Y, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue

²⁴ Exhibit X is expressly incorporated herein by reference.

²⁵ Exhibit Y is expressly incorporated herein by reference.

of its payments to its insureds, plaintiff Princeton Excess is subrogated to its insureds' rights of recovery against any responsible third parties.

566. At the time of the September 11th Attack, plaintiff Amlin provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit Z hereto, relative to property, business interests and/or scheduled events located at the corresponding addresses identified in Column B of Exhibit Z.²⁶ In accordance with the terms of the applicable policies of insurance, plaintiff Amlin has made payments to the insureds identified in Exhibit Z in an aggregate amount in excess of \$66,991,142.12, £9,093, and 28.70CAD as set forth in greater detail in Column D of Exhibit Z and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Amlin is subrogated to its insureds' rights of recovery against any responsible third parties. Amlin further reserves its rights of recovery against any responsible third parties for any additional payments it may make on behalf of its insureds arising out of the September 11th Attack.

567. At the time of the September 11th Attack, Certain Underwriters at Lloyd's, comprised of Syndicate 33, represented by plaintiff Hiscox participated in providing insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit AA hereto, relative to property, business interests and/or scheduled events located at the corresponding addresses identified in Column B of Exhibit AA.²⁷ In accordance with the terms of the applicable policies of insurance, plaintiff Hiscox has made payments to the insureds identified in Exhibit AA in an aggregate amount in excess of \$228,774,228.62 as set forth in greater detail in Column D

²⁶ Exhibit Z is expressly incorporated herein by reference.

²⁷ Exhibit AA is expressly incorporated herein by reference.

of Exhibit AA and expects it will make additional payments in the future in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Hiscox is subrogated to its insureds' rights of recovery against any responsible third parties. Hiscox further reserves its rights of recovery against any responsible third parties for any additional payments it may make on behalf of its insureds arising out of the September 11th Attack.

568. At the time of the September 11th Attack, plaintiff Allstate provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit BB hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit BB.²⁸ In accordance with the terms of the applicable policies of insurance, plaintiff Allstate has made payments to the insureds identified in Exhibit BB in an aggregate amount in excess of \$12,945,647.78, as set forth in greater detail in Column D of Exhibit BB and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Allstate is subrogated to its insureds' rights of recovery against any responsible third parties.

569. At the time of the September 11th Attack, plaintiff Old Colony provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit CC hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit CC.²⁹ In accordance with the terms of the applicable policies of insurance, Old Colony has made payments to the insureds identified in Exhibit CC in an aggregate amount in excess of \$5,100, as set forth in greater detail in Column D of Exhibit CC and expects it will

²⁸ Exhibit BB is expressly incorporated herein by reference.

²⁹ Exhibit CC is expressly incorporated herein by reference.

make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Old Colony is subrogated to its insureds' rights of recovery against any responsible third parties.

570. At the time of the September 11th Attack, plaintiff Continental Insurance provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit DD hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit DD.³⁰ In accordance with the terms of the applicable policies of insurance, plaintiff Continental Insurance has made payments to the insureds identified in Exhibit DD in an aggregate amount in excess of \$542,627, as set forth in greater detail in Column D of Exhibit DD and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Continental Insurance is subrogated to its insureds' rights of recovery against any responsible third parties.

571. At the time of the September 11th Attack, plaintiff Commercial Insurance Company of Newark, NJ provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit EE hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit EE.³¹ In accordance with the terms of the applicable policies of insurance, plaintiff Commercial Insurance Company of Newark, NJ has made payments to the insureds identified in Exhibit EE in an aggregate amount in excess of \$141,343, as set forth in greater detail in Column D of Exhibit EE and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th

³⁰ Exhibit DD is expressly incorporated herein by reference.

³¹ Exhibit EE is expressly incorporated herein by reference.

Attack. By virtue of its payments to its insureds, plaintiff Commercial Insurance Company of Newark, NJ is subrogated to its insureds' rights of recovery against any responsible third parties.

572. At the time of the September 11th Attack, plaintiff CNA Casualty provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit FF hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit FF.³² In accordance with the terms of the applicable policies of insurance, plaintiff CNA Casualty has made payments to the insureds identified in Exhibit FF in an aggregate amount in excess of \$25,771, as set forth in greater detail in Column D of Exhibit FF and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff CNA Casualty is subrogated to its insureds' rights of recovery against any responsible third parties.

573. At the time of the September 11th Attack, plaintiff Continental Insurance Company of New Jersey provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit GG hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit GG.³³ In accordance with the terms of the applicable policies of insurance, plaintiff Continental Insurance Company of New Jersey has made payments to the insureds identified in Exhibit GG in an aggregate amount in excess of \$39,073, as set forth in greater detail in Column D of Exhibit GG and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th

³² Exhibit FF is expressly incorporated herein by reference.

³³ Exhibit GG is expressly incorporated herein by reference.

Attack. By virtue of its payments to its insureds, plaintiff Continental Insurance Company of New Jersey is subrogated to its insureds' rights of recovery against any responsible third parties.

574. At the time of the September 11th Attack, plaintiff Fidelity and Casualty Company of New York provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit HH hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit HH.³⁴ In accordance with the terms of the applicable policies of insurance, plaintiff Fidelity and Casualty Company of New York has made payments to the insureds identified in Exhibit HH in an aggregate amount in excess of \$79,856, as set forth in greater detail in Column D of Exhibit HH and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Fidelity and Casualty Company of New York is subrogated to its insureds' rights of recovery against any responsible third parties.

575. At the time of the September 11th Attack, plaintiff Glens Falls provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit II hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit II.³⁵ In accordance with the terms of the applicable policies of insurance, plaintiff Glens Falls has made payments to the insureds identified in Exhibit II in an aggregate amount in excess of \$36,239, as set forth in greater detail in Column D of Exhibit II and expects it will make additional payments in the future, in compensation for damages resulting from the

³⁴ Exhibit HH is expressly incorporated herein by reference.

³⁵ Exhibit II is expressly incorporated herein by reference.

September 11th Attack. By virtue of its payments to its insureds, plaintiff Glens Falls is subrogated to its insureds' rights of recovery against any responsible third parties.

576. At the time of the September 11th Attack, plaintiff Ben Franklin provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit JJ hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit JJ.³⁶ In accordance with the terms of the applicable policies of insurance, plaintiff Ben Franklin has made payments to the insureds identified in Exhibit JJ in an aggregate amount in excess of \$6,442, as set forth in greater detail in Column D of Exhibit JJ and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Ben Franklin is subrogated to its insureds' rights of recovery against any responsible third parties.

577. At the time of the September 11th Attack, plaintiff Seneca provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit KK hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit KK.³⁷ In accordance with the terms of the applicable policies of insurance, plaintiff Seneca has made payments to the insureds identified in Exhibit KK in an aggregate amount in excess of \$4,039,407.18, as set forth in greater detail in Column D of Exhibit KK and expects it will make additional payments in the future, in compensation for damages resulting from the September 11th Attack. By virtue of its payments to its insureds, plaintiff Seneca is subrogated to its insureds' rights of recovery against any responsible third parties.

³⁶ Exhibit JJ is expressly incorporated herein by reference.

³⁷ Exhibit KK is expressly incorporated herein by reference.

578. At the time of the September 11th Attack, plaintiff Federal provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit LL hereto, for the benefit of the employees identified in Column B of Exhibit LL, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit LL.³⁸ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit LL were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Federal has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit LL (hereinafter "claimants"). Plaintiff Federal may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Federal is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

579. To the extent required by the applicable workers' compensation statute, plaintiff Federal has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or

³⁸ Exhibit LL is expressly incorporated herein by reference.

death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff Federal pursuant to the applicable workers' compensation statute.

580. At the time of the September 11th Attack, plaintiff Pacific provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit MM hereto, for the benefit of the employees identified in Column B of Exhibit MM, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit MM.³⁹ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit MM were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Pacific has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit MM (hereinafter "claimants"). Plaintiff Pacific may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Pacific is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

581. To the extent required by the applicable workers' compensation statute, plaintiff Pacific has provided the requisite notice to claimants, in writing via certified or

³⁹ Exhibit MM is expressly incorporated herein by reference.

registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff Pacific pursuant to the applicable workers' compensation statute.

582. At the time of the September 11th Attack, plaintiff Great Northern provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit NN hereto, for the benefit of the employees identified in Column B of Exhibit NN, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit NN.⁴⁰ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit BB were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Great Northern has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit NN (hereinafter "claimants"). Plaintiff Great Northern may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Great Northern is subrogated to any right, claim, demand or cause of action that exists or may exist for the

⁴⁰ Exhibit NN is expressly incorporated herein by reference.

benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

583. To the extent required by the applicable workers' compensation statute, plaintiff Great Northern has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff Great Northern pursuant to the applicable workers' compensation statute.

584. At the time of the September 11th Attack, plaintiff Vigilant provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit OO hereto, for the benefit of the employees identified in Column B of Exhibit OO, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit OO.⁴¹ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit CC were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Vigilant has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit OO (hereinafter "claimants"). Plaintiff Vigilant may be

⁴¹ Exhibit OO is expressly incorporated herein by reference.

obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Vigilant is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

585. To the extent required by the applicable workers' compensation statute, plaintiff Vigilant has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff Vigilant pursuant to the applicable workers' compensation statute.⁴²

586. At the time of the September 11th Attack, plaintiff One Beacon, through policies of insurance issued by One Beacon or by its predecessor in interest General Accident, provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit PP hereto, for the benefit of the employees identified in Column B of Exhibit PP, in accordance with the workers' compensation laws of the

⁴² Plaintiff Vigilant is bringing its claim for workers' compensation payments made to claimant(s) under the workers' compensation laws of New Jersey in the name of such claimant(s), and/or their personal representatives in the case of deceased employees, to the use of plaintiff Vigilant, pursuant to Exhibit OO hereto. For purposes of protecting the identities of the individuals involved, pursuant to the accompanying Motion for Entry of a Confidentiality Order, the names of such plaintiffs/claimants are being set forth in Exhibit OO and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.

States identified in Column C of Exhibit PP.⁴³ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit PP were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff One Beacon has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit PP (hereinafter "claimants"). Plaintiff One Beacon may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff One Beacon is subrogated to any right, claim, demand or cause of action that exist or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

587. To the extent required by the applicable workers' compensation statute, plaintiff One Beacon has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff One Beacon pursuant to the applicable workers' compensation statute.⁴⁴

⁴³ Exhibit PP is expressly incorporated herein by reference.

⁴⁴ Plaintiff One Beacon is bringing its claim for workers' compensation payments made to claimant(s) under the workers' compensation laws of New Jersey in the name of such claimant(s), and/or

588. At the time of the September 11th Attack, plaintiff American Employers provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit QQ hereto, for the benefit of the employees identified in Column B of Exhibit QQ, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit QQ.⁴⁵ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit EE were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff American Employers has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of those employees killed, or statutory designees, as identified in Column D of Exhibit EE (hereinafter "claimants"). Plaintiff American Employers may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff American Employers is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants decedents.

589. To the extent required by the applicable workers' compensation statute, plaintiff American Employers has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the

their personal representatives in the case of deceased employees, to the use of plaintiff One Beacon, pursuant to Exhibit PP hereto. For purposes of protecting the identities of the individuals involved, pursuant to the accompanying Motion for Entry of a Confidentiality Order, the names of such plaintiffs/claimants are being set forth in Exhibit PP and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.

⁴⁵ Exhibit QQ is expressly incorporated herein by reference.

defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff American Employers pursuant to the applicable workers' compensation statute.

590. At the time of the September 11th Attack, plaintiff One Beacon America provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit RR hereto, for the benefit of the employees identified in Column B of Exhibit RR, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit RR.⁴⁶ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit RR were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff One Beacon America has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit RR (hereinafter "claimants"). Plaintiff One Beacon America may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff One Beacon America is subrogated to any right, claim, demand or cause of action that exists or may exist for the

⁴⁶ Exhibit RR is expressly incorporated herein by reference.

benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

591. To the extent required by the applicable workers' compensation statute, plaintiff One Beacon America has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff One Beacon America pursuant to the applicable workers' compensation statute.

592. At the time of the September 11th Attack, plaintiff Camden provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit SS hereto, for the benefit of the employees identified in Column B of Exhibit SS, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit SS.⁴⁷ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit SS were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Camden has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit SS (hereinafter "claimants"). Plaintiff Camden may be obligated to

⁴⁷ Exhibit SS is expressly incorporated herein by reference.

make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Camden is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

593. To the extent required by the applicable workers' compensation statute, plaintiff Camden has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff Camden pursuant to the applicable workers' compensation statute.⁴⁸

594. At the time of the September 11th Attack, plaintiff Homeland provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit TT hereto, for the benefit of the employees identified in Column B of Exhibit TT, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit TT.⁴⁹ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit TT were injured

⁴⁸ Plaintiff Camden is bringing its claim for workers' compensation payments made to claimant(s) under the workers' compensation laws of New Jersey in the name of such claimant(s), and/or their personal representatives in the case of deceased employees, to the use of plaintiff Camden, pursuant to Exhibit SS hereto. For purposes of protecting the identities of the individuals involved, pursuant to the accompanying Motion for Entry of a Confidentiality Order, the names of such plaintiffs/claimants are being set forth in Exhibit SS and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.

⁴⁹ Exhibit TT is expressly incorporated herein by reference.

or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Homeland has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit TT (hereinafter "claimants"). Plaintiff Homeland may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Homeland is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

595. To the extent required by the applicable workers' compensation statute, plaintiff Homeland provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11th Attack was thereby duly assigned to plaintiff Homeland pursuant to the applicable workers' compensation statute.

596. At the time of the September 11th Attack, plaintiff United States Fire provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit UU hereto, for the benefit of the employees identified in Column B

of Exhibit UU, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit UU.⁵⁰ As a result of the September 11th Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit UU were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff United States Fire has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit UU (hereinafter "claimants"). Plaintiff United States Fire may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff United States Fire is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11th Attack and resulting injuries to claimants or death to claimants' decedents.

597. To the extent required by the applicable workers' compensation statute, plaintiff United States Fire has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of

⁵⁰ Exhibit UU is expressly incorporated herein by reference.

the September 11th Attack was thereby duly assigned to plaintiff United States Fire pursuant to the applicable workers' compensation statute.

COUNT I
PLAINTIFFS V. ALL DEFENDANTS
TRESPASS

598. Plaintiffs incorporate the previous allegations by reference.

599. The September 11th Attack constituted an intentional and unlawful trespass upon the real and personal property of plaintiffs' insureds, to which plaintiffs' insureds did not consent.

600. As set forth above, the September 11th Attack was a direct, intended and foreseeable product of a larger conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies.

601. The conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies, included the provision of material support and resources to defendant al Qaida and affiliated foreign states, FTOs, persons, organizations, commercial entities and other parties.

602. The co-defendants knew, or should have known, that their provision of material support and resources to al Qaida and affiliated foreign states, FTOs, persons, organizations, commercial entities and other parties would result in an unlawful trespass upon the real and personal property of plaintiffs' insureds.

603. The damages suffered by plaintiffs, as described in greater detail herein and in the Exhibits attached hereto, were the direct and proximate result of the aforesaid trespass upon the real and personal property of plaintiffs' insureds.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$4,500,000,000, treble damages pursuant to 18

U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action, attorney's fees and such other and further relief as the Court may deem appropriate under the circumstances.

COUNT II
PLAINTIFFS V. ALL DEFENDANTS
WRONGFUL DEATH

604. Plaintiffs incorporate the previous allegations by reference.

605. As a result of the September 11th Attack, certain of plaintiffs' insureds' employees were killed, as set forth in the Exhibits attached hereto.

606. As a result of the intentional, willful and malicious killing of plaintiffs' insureds' employees, the family members of plaintiffs' insureds' decedent employees have suffered severe and permanent injuries, damages and losses, including, but not limited to, the following:

- a) Economic damages, including but not limited to pecuniary losses, past and future wage losses, loss of support, loss of services, loss of parental care and guidance, and loss of prospective inheritance; and
- b) Non-economic damages, including but not limited to the loss of consortium, solatium, society, companionship, care, comfort, love, mental anguish, bereavement and grief.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$20,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action and such other and further relief as the Court may deem appropriate under the circumstances.

**COUNT III
PLAINTIFFS V. ALL DEFENDANTS
SURVIVAL ACTION**

607. Plaintiffs incorporate the previous allegations by reference.

608. As a result of their deaths, plaintiffs' insureds' decedent employees lost the enjoyment of life that they would have had if they had not been killed.

609. Before their deaths, plaintiffs' insureds' decedent employees suffered conscious pain and suffering, and fear of their impending deaths.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$10,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action and such other and further relief as the Court may deem appropriate under the circumstances.

**COUNT IV
PLAINTIFFS V. ALL DEFENDANTS
ASSAULT AND BATTERY**

610. Plaintiffs incorporate the previous allegations by reference.

611. As a result of the September 11th Attack, the employees of plaintiffs' insureds were placed in apprehension of harmful and/or offensive bodily contact, and were subjected to offensive and harmful contact to which they did not consent, as a result of which they were killed or seriously injured.

612. The employees of plaintiffs' insureds who were injured but not killed as a result of the September 11th Attack suffered serious and permanent personal injuries, severe mental and emotional anguish and suffering, impairment of their respective earning capacities, which impairment will continue indefinitely into the future, as well as financial losses and expenses.

613. The employees of plaintiffs' insureds who were injured but not killed as a result of the September 11th Attack have been obligated to receive and undergo medical attention and care and to expend various amounts of money and incur various expenses for the treatment of their injuries, and will be obligated to continue to expend additional sums of money or incur further such expenses for an indefinite period of time.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$10,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action and such other and further relief as the Court may deem appropriate under the circumstances.

COUNT V
PLAINTIFFS V. ALL DEFENDANTS
INTENTIONAL AND/OR NEGLIGENT INFLICTION OF EMOTIONAL
DISTRESS

614. Plaintiffs incorporate the previous allegations by reference.

615. The defendants knew or should have known that their actions in furtherance of the conspiracy to commit acts of international terrorism against the United State, its nationals and allies, including the September 11th Attack, would result in the murder and serious injury of innocent persons, leaving the victims and their family members with severe and permanent physical, psychological and emotional injuries.

616. The defendants' actions in furtherance of the conspiracy to commit acts of international terrorism against the United States, its nationals and allies, including the September 11th Attack, were intentional, malicious, willful, unconscionable, reckless and/or negligent.

617. As a direct and proximate result of the defendants' intentional, malicious, willful, unconscionable, reckless and/or negligent actions, plaintiffs' assignors have suffered and will continue to suffer severe and permanent emotional distress and anxiety, psychological distress and permanent mental injury and impairment, requiring ongoing and long-term expenses for medical services, counseling and care, as well as other economic losses.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$10,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action and such other and further relief as the Court may deem appropriate under the circumstances.

COUNT VI
PLAINTIFFS V. ALL DEFENDANTS
TORTURE VICTIM PROTECTION ACT

618. Plaintiffs incorporate the previous allegations by reference.

619. The conduct of the defendants, as described in greater detail above, subjected the employees of plaintiffs' insureds to torture and/or extrajudicial killing, within the meaning of the Torture Victim Protection Act, Pub.L. 102-256, 106 Stat. 73.

620. The actions of the defendants in furtherance of the extrajudicial killing and torture of plaintiffs' insureds' employees were carried out under actual or apparent authority, or color of law, of a foreign nation or nations.

621. The defendants' actions in furtherance of the conspiracy to commit acts of international terrorism against the United States, its nationals and allies, including the September 11th Attack, were in violation of the law of nations.

622. Pursuant to the Torture Victim Protection Act, the defendants are liable for the extrajudicial killing and torture of the employees of plaintiffs' insureds.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$25,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action and such other and further relief as the Court may deem appropriate under the circumstances.

**COUNT VII
PLAINTIFFS V. ALL DEFENDANTS
CONSPIRACY**

623. Plaintiffs incorporate the previous allegations by reference.

624. As set forth in greater detail above, the defendants conspired to commit acts of international terrorism against the United States, its nationals and allies, which conspiracy included the provision of material support and resources to defendant al Qaida and affiliated foreign states, FTOs, persons, organizations, commercial entities and other parties.

625. The September 11th Attack was a direct, foreseeable and intended product of the conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies.

626. The damages suffered by plaintiffs and plaintiffs' assignors, as described in greater detail herein and in the Exhibits attached hereto, were the direct and proximate result of the aforesaid conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$35,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action, attorney's fees and such other and further relief as the Court may deem appropriate under the circumstances.

COUNT VIII
PLAINTIFFS V. ALL DEFENDANTS
18 U.S.C. § 1962(a) – CIVIL RICO

627. Plaintiffs incorporate the previous allegations by reference.

628. In furtherance of their conspiracy to commit acts of international terrorism against the United States, its nationals and allies, the defendants engaged in a pattern of racketeering activity which included, without limitation: acts of murder, kidnapping, arson, robbery, and extortion; dealings in controlled substances and listed chemicals; the falsification of identification documents; the unlawful procurement, reproduction, sale and use of naturalization and citizenship papers, passports and visas; the obstruction of federal and state criminal investigations; and financial institution and mail fraud.

629. The damages suffered by plaintiffs and plaintiffs' assignors, as described in greater detail herein and in the Exhibits attached hereto, were the direct and proximate result of the aforesaid pattern of racketeering activity by the defendants, acting individually and in concert with one another.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$35,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action, attorney's fees and such other and further relief as the Court may deem appropriate under the circumstances.

**COUNT IX
PLAINTIFFS V. ALL DEFENDANTS
AIDING AND ABETTING**

630. Plaintiffs incorporate the previous allegations by reference.

631. Through the material support and resources provided to al Qaida, the co-defendants aided and abetted al Qaida in its campaign to commit acts of international terrorism against the United States, its nationals, and allies.

632. The September 11th Attack was a direct, intended and foreseeable product of the aiding and abetting of al Qaida by the co-defendants.

633. The damages suffered by plaintiffs and plaintiffs' assignors, as described in greater detail herein and in the Exhibits attached hereto, were the direct and proximate result of the aforesaid aiding and abetting of al Qaida by the co-defendants, acting individually and in concert with one another.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$35,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action, attorney's fees and such other and further relief as the Court may deem appropriate under the circumstances.

**COUNT X
PLAINTIFFS V. ALL DEFENDANTS
18 U.S.C. § 2333**

634. Plaintiffs incorporate the previous allegations by reference.

635. The September 11th Attack constitutes an act of international terrorism within the meaning of 18 U.S.C. § 2331.

636. As a result of the September 11th Attack, plaintiffs' insureds suffered injuries to their real and personal property, as described in greater detail herein and in the Exhibits attached hereto.

637. As a result of the September 11th Attack, the employees of plaintiffs' insureds suffered injuries to their person, as described in greater detail herein and in the Exhibits attached hereto.

638. By virtue of their participation in the conspiracy to commit acts of international terrorism against the United States, its nationals and allies, including the September 11th Attack, the defendants are liable to plaintiffs for threefold all damages resulting from the September 11th Attack, costs of this suit and attorney's fees, pursuant to 18 U.S.C. § 2333.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$35,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action and such other and further relief as the Court may deem appropriate under the circumstances.

COUNT XI
PLAINTIFFS V. ALL DEFENDANTS
NEGLIGENCE

639. Plaintiffs incorporate the previous allegations by reference.

640. As set forth above, the September 11th Attack was a direct, intended and foreseeable product of a larger conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies.

641. The conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies, included the provision of

material support and resources to defendant al Qaida and affiliated foreign states, FTOs, persons, organizations, commercial entities and other parties.

642. By virtue of their participation in the conspiracy to commit acts of international terrorism against the United States, its nationals and allies, including the September 11th Attack, the defendants negligently, intentionally, recklessly, willfully and wantonly breached duties of care owed to plaintiffs and the employees of plaintiffs' insureds.

643. The damages suffered by plaintiffs and plaintiffs' assignors, as described in greater detail herein and in the Exhibits attached hereto, were the direct and proximate result of the aforesaid breaches of care by the defendants.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for an amount in excess of \$35,000,000,000, treble damages pursuant to 18 U.S.C. §2333 and 18 U.S.C. §1964, punitive damages, pre and post-judgment interest, costs of this action, attorney's fees and such other and further relief as the Court may deem appropriate under the circumstances.

COUNT XII
PLAINTIFFS V. ALL DEFENDANTS
PUNITIVE DAMAGES

644. Plaintiffs incorporate the previous allegations by reference.

645. The defendants' actions in furtherance of the conspiracy to commit acts of international terrorism against the United States, its nationals and allies, were intentional, malicious, willful, unconscionable and reckless.

646. By virtue of their intentional, willful, unconscionable and reckless actions, defendants are jointly and severally liable to plaintiffs for punitive damages.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, for punitive damages in an amount in excess of \$200,000,000,000.

WHEREFORE, plaintiffs demand judgment against the defendants, jointly and severally, as follows:

Count I – Trespass – Plaintiffs demand an amount in excess of \$4,500,000,000 for property damage, business interruption losses, workers’ compensation benefit payments, and other specified damages;

Count II – Wrongful Death – Plaintiffs demand an amount in excess of \$50,000,000 for each wrongful death assignor;

Count III – Survival Action - Plaintiffs demand an amount in excess of \$25,000,000 for each wrongful death assignor;

Count IV – Assault and Battery - Plaintiffs demand an amount in excess of \$15,000,000 for each assignor;

Count V – Intentional and/or Negligent Infliction of Emotional Distress - Plaintiffs demand an amount in excess of \$20,000,000 for each assignor;

Count VI – Torture Victim Protection Act - Plaintiffs demand an amount in excess of \$50,000,000 for each assignor;

Count VII – Conspiracy – Plaintiffs demand an amount in excess of \$50,000,000 for each assignor, and Plaintiffs demand an amount in excess of \$4,500,000,000 for property damage, business interruption losses, workers’ compensation benefit payments and other specified damages;

Count VIII – Civil RICO – Plaintiffs demand treble damages for an amount in excess of \$150,000,000 for each assignor, and in an amount in excess of \$13,500,000,000 for property damage, business interruption losses, workers’ compensation benefit payments and other specified damages;

Count IX – Aiding and Abetting – Plaintiffs demand an amount in excess of \$50,000,000 for each assignor, and an amount in excess of \$4,500,000,000 for property damage, business interruption losses, workers’ compensation benefit payments and other specified damages;

Count X – Violation of 18 U.S.C. § 2333 – Plaintiffs demand treble damages for an amount in excess of \$150,000,000 for each assignor, and in an amount in excess of \$13,500,000,000 for property damage, business

interruption losses, workers' compensation benefit payments and other specified damages;

Count XI – Negligence – Plaintiffs demand an amount in excess of \$50,000,000 for each assignor, and an amount in excess of \$4,500,000,000 for property damage, business interruption losses, workers' compensation benefit payments and other specified damages;

Count XII – Punitive Damages – Plaintiffs demand punitive damages for an amount in excess of of \$300,000,000 for each assignor, and for an amount in excess of \$60,000,000,000 for property damage, business interruption losses, workers' compensation benefit payments and other specified damages.

JURY DEMAND

Plaintiffs demand a trial by jury as to all claims so triable.

Dated: New York, New York
March 10, 2004

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