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(212) 509-9400

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

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 :
CAMDEN FIRE INSURANCE :
ASSOCIATION; HOMELAND :
INSURANCE COMPANY OF NEW :
YORK; CRUM & FORSTER :
INDEMNITY COMPANY; NORTH :

CIVIL ACTION NO.

COMPLAINT

JURY TRIAL DEMANDED

6/19

11-11-11 11:11:11 AM

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

Plaintiffs

v.

AL QAIDA; EGYPTIAN ISLAMIC
JIHAD; ASBAT AL-ANSAR; AL
GAMA'A AL-ISLAMIYYA; SALAFIST
GROUP FOR CALL AND COMBAT;
LASHKAR E JANGHVI; LASHKAR-E
TAYYIBA; JEMA'AH 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-ADI; 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 SHIATA A/K/A
MUHAMMAD ALI; TARIQ ANWAR
AL-SAYYID AHMAD A/K/A FATHI
A/K/A AMR AL-FATHI; MUHAMMAD
SALAH A/K/A NASR FAHMI NASR
HASANAYN; MAKHTAB AL-

KHIDAMAT A/K/A AL-KHIFAF; AL- :
 UTHAAD AL ISLAMIYA (AIAD); :
 ISLAMIC ARMY OF ADEN, WAFI :
 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 BINALSHIBI; :
 ZAKARYA ESSABAR; SAID BAHAJI; :
 TURKISTAN ISLAMIC MOVEMENT; :
 WA'EL HAJZA JULAIDAN A/K/A AL- :
 HASAN AL MADANI; ADEL BEN :
 SOU TANE; NABIL BENATTIA; :
 YASSINE CHEKKOURI; RIADH :
 JELASSE; MENDI KAMMOUN; SAMIR :
 KISHK; TAREK BEN HABIB :
 MAAROUFI; ABDELHATIM :
 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 U.I.F.M.A; :
AHMED IDRIS NASREDDIN, YOUSSEF :
NADA; ABDFIKADIR MAHMOUD ES :
SAYED; KHATID 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 :
MAJLED; 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 :
 (BICU); BARAKAT POST EXPRESS :
 (BPE); BARAKAT REFRESHMENT :
 COMPANY; BARAKAT WIRE :
 TRANSFER COMPANY; BARAKAT :
 TELECOMMUNICATIONS COMPANY :
 LIMITED (BTELCO); BARAKO :
 TRADING COMPANY, L.L.C; 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 :
 UBEIDULLAH AWEYS; HASSAN :
 DAHIR AWEYS; GARAD JAMA; ALI :
 GHALEB HIMMAT; ALBERT :
 FREDRICH ARMAND HUBER; LIBAN :
 HUSSEIN; AHMED NUR ALI JIM'ALE; :
 ABDULLAH 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 SAHYID; 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-RAGHIF A/K/A :
 NAZIM ABDUL HAMED AL-RAGHIF :
 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 SA'ID 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 AHMAD AL-MASRI A/K/A :
 ABU ISLAM AL-SURIR A/K/A AHMED :
 MOHAMMED ALJ A/K/A HAMED ALJ :
 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 SALEM; :
 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 HOURE; MUSTAFA :
 MOHAMMED 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 NUMAN 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 :
 AHMED 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 :
 SAUWWAN; 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 TUDHANVI A/K/A :
 MUFTI RASHID AHMAD :
 WADDEHYANOY; 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 FADFI :
 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 ABULIQUAN :
 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 FAHID 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 TUALF ABU; CHICHEB :
 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; FEIHI BEN :
REBAI MASRI A/K/A AMOR A/K/A :
OMAR ABU A/K/A FEIHI ALIC; NAJIB :
OUAZ; AHMED HASNI RARRBO :
A/K/A ABDALLAH A/K/A ABDULLAH; :
NEDAL SALEH A/K/A HITEM; :
ABDELGHANI MZOUDI; GUILBUDDIN :
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 VANDAR :
IBAN SULTAN; OSAMA BASSNAN; :
OMAR AL-BAYOUMI; FAHAD AL- :
THUMAIRY; WORLD ASSEMBLY OF :
MUSLIM YOUTH; SHEIKH AHMED :
SALIM SWEDAN; MUHAMMAD ABU- :
ISLAM; ABDULLAH QASSIM; :
HASHIM ABDUL RAHMAN; JAMAL :
AL-BADAWI; MOHAMMED OMAR :
AL-HARAZI, WALID AL-SOUROURI; :
FATHA ADBUL RAHMAN; YASSER :
AL-AZZANE 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 BELKACHEM; SABIR :
TAMAK; WADII EL-HAGE; WALI :
KHAN AMIN SHAH; ZACARIAS :
MOUSSAOUE; 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- :
LIBE; ABDUL RAHMAN KHALED BIN :
MAHFOUZ; ABDUL RAHMAN YASIN; :
ABDULLA AL OBAID; ABDULA BIN :
LADEN; ADVICE AND :
REFORMATION COMMITTEE; :
AFGHAN SUPPORT COMMITTEE; AI :
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 :
KHALEFA; MOHAMMED SALIM BIN :
MAHFOUZ; MUSLIM WORLD :
LEAGUE; NATIONAL COMMERCIAL :
BANK; PRINCE NAYEF BIN :
ABDULAZIZ AL SAUD; PRINCE :
SULJAN BIN ABDULAZIZ AL SAUD; :
RABII HADDAD; 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; :
SULFIMAN 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-HIIRAH :
CONSTRUCTION AND :
DEVELOPMENT LIMITED; GUM :
ARABIC COMPANY LIMITED; AL :
SIHAMAL 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- :
DAKHILE; AL AMN AL-KHARJI; ABD :
AL SAMAD AL-TA'ISH; MOHAMED :
SADEEK ODEH; ABDEL BARRY; :
AHMAD SALAH A/K/A SALIM; :
MAHDI CHAMRAN SAVEHI; :
MOHAMMED SARKAWI; AL FAWHID; :
HAJI MOHAMAD AKRAM; :
ABDALLAH OMAR; UMAR FARUQ; :
ABD AL-RAHIM AL-NASHIRE; 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-ASAH; 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. MOHAMMAN 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 (MUWAFIQ) :
 FOUNDATION; ABDULKARIM :
 KHALED USUF ABULLA; :
 ABDUL RAHMAN BIN KHALID BIN :
 MAHFOUZ; AL BIRR; HISHAM; HEZB- :
 E-ISLAMI; SAIF AL ISLAM EL :
 MASRY; SYED SULEMAN AHMER; :
 MAZIN M.H. BAHAREEH; 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-ASII; MORO :
 ISLAMIC LIBERATION FRONT; :
 JAMAL AHMED MOHAMMED; :
 MOHAMMED KHATIB; SAUDI JOINT :
 RELIEF COMMITTEE; TAIBAH :
 INTERNATIONAL AID ASSOCIATION; :
 ISLAMIC AFRICAN RELIEF AGENCY; :
 TARIK HAMDJI; FAZEN AHED; :
 SANABIL AL-KHAIR; SANA-BELL, :
 INC.; SANABEL AL-KHEER, INC.; :
 KHALED NOURI; ABDULLAH M. AL- :
 MAHDI; TAREQ M. AL-SWAIDAN; :
 ABDUL AL-MOSLAI; SALAH :
 BADAIDH; 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 IRANS 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; SOJIMAN H.S. :
AL-BUTHE, PEROUZ SEDA GHATY, :
AHMED IBRAHIM AL NAJJAR; ADEL :
MUHAMMAD SADIQ BIN KAZEM; :
SAUDI AMERICAN BANK; :
ABDULAZIZ BIN HAMAD; KHATIL A. :
KORDE 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 ALCHURBAI; :
MUSTAFA AL-KADIR; ABU AL-MAID; :
AL SHAMAL ISLAMIC BANK A/K/A :
SHAMEL BANK A/K/A BANK EL :
SHAMAR; SUHAIMAN AL-ALI; :
KHALED NOURE; MUSLIM WORLD :
LEAGUE OFFICES, ABDULLAH BIN :
SALEH AL-OBALD; TAJIA JABER AL- :
ALWANI; INTERNATIONAL :
INSTITUTE OF ISLAMIC THOUGHT; :
IBRAHIM S. ABDULLAH; :
MOHAMMED BIN FARIS; DR. :
MAHMOUD DAKHL; MOHAMMED :
AL FAISAL AL SAUD; ABDUL :
RAHMAN AL SWALEM; DELIA 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, SI; :
COBIS; ABRASH COMPANY; :

PROMOCIONES Y CONSTRUCCIONES :
 TETUAN PRICOTE, S.A.; CONTRATAS :
 GOMA; 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 SA'UT; :
 ABDALRAHMAN AL ARNOUFI ABU :
 ALIER A/K/A ABU OBED; :
 MOHAMMED KHAJR 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 ZUBAYDAII; :
 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 ALJ :
 HASAN AL MOAYAD; AL FAROOQ :
 MOSQUE; YOUSEF JAMEEL; :
 IBRAHIM MUHAMMED AFANDI; :
 MOHAMMED BIN ABDULLAH AL- :
 JOMATHI; 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 MU'SAB 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; AGLS BUDIMAN; AI- :
 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. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. Defendant Iran has long provided material support and resources to al Qaida. 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.

45. According to the U.S. government, Iran has harbored, and continues to harbor, senior members of the al Qaida terrorist network. Iran permits those al Qaida operatives 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.

46. 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.

47. 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.

48. 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.

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

50. 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.

51. 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.

52. 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.

53. 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.

54. Defendant Sudan openly harbored defendant Osama bin Laden and many top al Qaida lieutenants between 1991 and 1996. During that time, 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.

55. 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.

56. 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.

57. 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.

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

59. 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.

60. Defendant Syria has long provided material support and resources to defendant Hezbollah. 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.

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

62. 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.

63. 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.

64. 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.

65. 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

66. Defendant Saudi Arabia has long provided material support and resources to al Qaida, including financial and logistical assistance.

67. According to intelligence experts and officials of the U.S. government, Saudi Arabia has channeled literally millions of dollars to al Qaida, predominantly through various Saudi based "charities" under the government's effective control, including defendants Muslim World League, Al Haramain Foundation, International Islamic Relief Organization ("IIRO"), Benevolence International Foundation, Blessed Relief (Muwafaq) Foundation, Rabita Trust and World Assembly of Muslim Youth. Defendant Arafat Al-Asahi, the Director of IIRO in Canada and a full-time employee of Muslim World League, confirmed the Saudi government's control over Muslim World League and IIRO during Canadian court proceedings, testifying 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 a relief branch of that organization which means that we are controlled in all 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.

During a July 31, 2003 hearing before the Senate Committee on Governmental Affairs regarding terrorism financing, Dr. Dore Gold, the former Israeli Ambassador to the United Nations, similarly confirmed the Saudi government's control over several Saudi based "charities" responsible for funding al Qaida, stating as follows.

[I]t would be incorrect to view these charities as purely non-governmental organizations. ... [A]t the apex of each organization's board is a top Saudi official. The Saudi Grand Mufti, who is also a Saudi cabinet member, chairs the Constituent Council of the Muslim World League. The Saudi Minister of Islamic Affairs chairs the Secretariat of

the World Assembly of Muslim Youth and the Administrative Council of al-Haramain. All three organizations have received large charitable contributions from the Saudi royal family that have been detailed in Saudi periodicals.

68. Despite its express awareness, for several years prior to September 11, 2001, that Saudi "charities" were funneling contributions to al Qaida and other terrorist causes, Saudi Arabia continued to donate enormous sums of money to those organizations. Defendant Saudi Arabia knew, or should have known, that al Qaida and affiliated FTOs, persons, organizations, commercial entities and other parties would materially benefit from those contributions, and use the funds received from those "charities" to finance terrorist attacks against the United States, its nationals and allies.

69. Despite its express awareness, for several years prior to September 11, 2001, that Saudi "charities" were funneling contributions to al Qaida and other terrorist causes, Saudi Arabia failed to take appropriate and necessary steps to regulate those "charities" and otherwise prevent them from continuing to finance terrorism, in violation of its obligations under United Nations Security Council Resolutions 49/60, 1269, 1333 and 1363. In this regard, an Independent Task Force sponsored by the Council on Foreign Relations to investigate sources of al Qaida funding concluded as follows:

[It] is worth stating clearly and unambiguously what official U.S. government spokespersons have not: For years, individuals and charities based in Saudi Arabia have been the most important source of funds for al-Qaeda, and for years, Saudi officials have turned a blind eye to this problem.

70. Defendant Saudi Arabia knew, or should have known, that al Qaida and affiliated FTOs, persons, organizations, commercial entities and other parties would materially benefit from Saudi Arabia's failure to take appropriate and necessary steps to

regulate the “charities” which were funneling contributions to al Qaida and otherwise prevent those “charities” from continuing to finance terrorism

7. Defendants, Osama bin Laden; Muhammad Atif a/k/a Subhi Sitta a/k/a Abu Hafis al-Masri; Sayf al-Adl; Shaykh Sa’id a/k/a Mustafa Muhammad Ahmad; Abu Hafis the Mauntanian 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-Khilaf; Al-Itihaad al-Islamiya (AI) Islamic Army of Aden; Wafa Humanitarian Organization; Al-Rashid Trust; Mamoun Darkazanli Import-Export Company; Nurjaman Ridwan 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; Saïd 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 Kheima; 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 Majced; 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 aka/ 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; Yusuf 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 Ab 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-Raghié a/k/a Nazih Abdul Hamed Al-
Raghié 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-Sunn a/k/a Ahmed Mohammed Ali a/k/a Hamed Ali a/k/a
Ahmed Hemed a/k/a Ahmed Shieib a/k/a Shuaib; Ali Atwa a/k/a Ammar Mansour
Boushim 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-Nauer,
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 Fadhl 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 Muhammad 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 Foopic a/k/a Fupi a/k/a Abu Bakr Ahmad a/k/a A.
Ahmed a/k/a Abubakar Ahmed 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 Muhammad; 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-Kim 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 Muhammad Ali Salem; Rabita Trust; 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 Akh 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 Hrehem; Mondher Baazaoui a/k/a Hamza; Lionel Dumont a/k/a Bilal a/k/a Haniza a/k/a Jacques Brougere; Moussa Ben Amor Essaadi a/k/a Dah Dah a/k/a Abdelrahman a/k/a Beehir; 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 Afic; Najib Ouazi; 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

72. Defendants Princess Haifa Al-Faisal; Prince Vandar Iban Sultan; Osama Bassam; Omar Al-Bayoumi; Fahad Al-Thumairy; World Assembly of Muslim Youth; Sheikh Ahmed Salim Swedan; Muhammad Abu-Islam; Abdullah 'Qassim; Hashim Abdulrahman; Jamal Al-Balawi; Mohammed Omar Al-Harazi; Walid Al-Sourouri; Fatha Abdul 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; Ezzam 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 Rajbi; 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 Ann Al-Dakhili; Al Ann Al-Khariji;
Abd Al Samad Al-Ta'ish; Mohamed Sadeek Odch; Abdel Barry; Ahmad Salah a/k/a
Sahm; Maluti 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 Zouaydi a/k/a Abu Talha; Mullah Kakshar; Abdulaziz Bin Abdul Rahman
Al Saudi; Arafat El-Asahi; Haydar Mohamed Bin Laden; Mohammed Bin Abdulrahman
Al Anecy; 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; Hezb-e-Islami; Saif Al Islam El Masry; Syed Suleman Almer; Mazin M.H. Bahareth; Shahir Abdulraoof Batterjee; Zahir H. Kazmi; Muzaffar Khan; Soliman J. Khudeira; Jamal Nyrabehe; 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; Fazel Ahed; Sanabil Al-Khar; Sasa-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 Salati; Ibrahim Hassabella; Hisham Al-Talib; Abu Sulayman; Ahmed Totouji; 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 Avedo Trans Arabia Co. Ltd.; Omar Al Bayoumi aka/a Abu Inard; Masjid Al Madinah Al Munawarah aka/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; Zenab 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; Sulaman 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 Dakbil; 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 Dabdah; Muhammed Galeb Kalaje Zuoaydi a/k/a Abu Talha; Bassam Dalati Satut; Abdalrahman Alarnout Abu Aljer a/k/a Abu ohed; 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 Mohammed; Abdullah Sami Bahmadan; Essam Al Ridi; Omar Abu Omar; Mohammed Ali Hasan Al Moavad; Al Farooq Mosque; Yousef Jameel; Ibrahim Muhammed Afandi; Mohammed Bin Abdullah Al-Jomailh; 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 Ibrahim; 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. Fakih; 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.

II. JURISDICTION

73. 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).

74. 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).

75. 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

76. 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").

77. 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.

78. 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.

79. 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 above.

80. 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.

81. 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 \$929,593,306, 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

¹ Exhibit A is expressly incorporated herein by reference.

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

82. 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 \$8,214,399, 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.

83. 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 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

² Exhibit B is expressly incorporated herein by reference.
³ Exhibit C is expressly incorporated herein by reference.

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

84. 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 \$3,688,161, 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.

85. 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 in excess of \$32,876,547, 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,

⁴ Exhibit D is expressly incorporated herein by reference.
⁵ Exhibit E is expressly incorporated herein by reference.

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

86. At the time of the September 11th Attack, plaintiff CIGN 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 CIGN has made payments to the insureds identified in Exhibit F in an aggregate amount in excess of \$218,692, 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 CIGN is subrogated to its insureds' rights of recovery against any responsible third parties.

87. 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 \$470,547,313, as set forth in greater 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

⁶ Exhibit F is expressly incorporated herein by reference.
⁷ Exhibit G is expressly incorporated herein by reference.

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

88. 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 \$29,310,073, 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.

89. 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 \$426,947,392, 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 resulting from the September 11th Attack. By virtue of its payments to its insureds,

⁸ Exhibit H is expressly incorporated herein by reference.
⁹ Exhibit I is expressly incorporated herein by reference.

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

90. 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 \$42,208,222, 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.

91. 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 \$2,181,146, 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 of its

¹⁰ Exhibit J is expressly incorporated herein by reference.

¹¹ Exhibit K is expressly incorporated herein by reference.

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

92. 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 \$1,993,308, 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.

93. 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 \$20,000, 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.

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

94. 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 \$1,559,298, 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.

95. 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 \$420,000, 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.

96. 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 \$1,036,068, 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.

97. 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 \$237,432, 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.

98. 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 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.

99. 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 \$161,874,055, 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 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.

¹⁸ Exhibit R is expressly incorporated herein by reference.

¹⁹ Exhibit S is expressly incorporated herein by reference.

100. 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, 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.

101. 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 \$3,407,432, 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 payments to its insureds, plaintiff North River is subrogated to its insureds' rights of recovery against any responsible third parties.

²⁰ Exhibit T is expressly incorporated herein by reference.
²¹ Exhibit U is expressly incorporated herein by reference.

102. 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 \$64,885,487, 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.

103. 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 \$2,119,967, 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 of its payments to its insureds, plaintiff American Alternative is subrogated to its insureds' rights of recovery against any responsible third parties.

²² Exhibit V is expressly incorporated herein by reference.
²³ Exhibit W is expressly incorporated herein by reference.

104. 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 \$48,112,347, 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.

105. 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 \$925,925, 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 of its payments to its insureds, plaintiff Princeton Excess is subrogated to its insureds' rights of recovery against any responsible third parties.

²⁴ Exhibit X is expressly incorporated herein by reference.
²⁵ Exhibit Y is expressly incorporated herein by reference.

106. At the time of the September 11th Attack, plaintiff Federal provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit Z hereto, for the benefit of the employees identified in Column B of Exhibit Z, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit Z.²⁶ 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 Z 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 Z (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.

107. 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

²⁶ Exhibit Z 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.

108. At the time of the September 11th Attack, plaintiff Pacific provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit AA hereto, for the benefit of the employees identified in Column B of Exhibit AA, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit AA.²⁷ 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 AA 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 AA (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.

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

²⁷ Exhibit AA 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.

110. 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 BB hereto, for the benefit of the employees identified in Column B of Exhibit BB, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit BB.²⁸ 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 BB (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 benefit of

²⁸ Exhibit BB is expressly incorporated herein by reference.

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

111. 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.

112. At the time of the September 11th Attack, plaintiff Vigilant provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit CC hereto, for the benefit of the employees identified in Column B of Exhibit CC, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit CC.²⁹ 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 CC (hereinafter "claimants"). Plaintiff Vigilant may be

²⁹ Exhibit CC 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.

113. 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 statutory 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.³⁰

114. 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 DD hereto, for the benefit of the employees identified in Column B of Exhibit DD, in accordance with the workers' compensation laws of the

³⁰ 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 CC 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 CC 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 DD.³¹ 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 DD 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 DD (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.

115. 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

³¹ Exhibit DD is expressly incorporated herein by reference.

the applicable workers' compensation statute.³²

116. 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 EE hereto, for the benefit of the employees identified in Column B of Exhibit EE, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit EE.³³ 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.

³² 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 their personal representatives in the case of deceased employees, to the use of plaintiff One Beacon, pursuant to Exhibit DD 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 DD and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.

³³ Exhibit EE is expressly incorporated herein by reference.

117. 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 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.

118. 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 FF hereto, for the benefit of the employees identified in Column B of Exhibit FF, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit FF.³⁴ 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 FF 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 FF (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

³⁴ Exhibit FF is expressly incorporated herein by reference.

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

119. 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.

120. At the time of the September 11th Attack, plaintiff Camden provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit GG hereto, for the benefit of the employees identified in Column B of Exhibit GG, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit GG.³⁵ 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 GG 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

³⁵ Exhibit GG is expressly incorporated herein by reference.

injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit GG (hereinafter "claimants"). Plaintiff Camden 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 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.

121. 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.³⁶

122. At the time of the September 11th Attack, plaintiff Homeland provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit HH hereto, for the benefit of the employees identified in Column B of Exhibit HH, in accordance with the workers' compensation laws of the States identified in

³⁶ 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 GG 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 GG and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.

Column C of Exhibit HH.¹⁷ 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 HH 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 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 HH (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.

123 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.

¹⁷ Exhibit HH is expressly incorporated herein by reference.

124. 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 II hereto, for the benefit of the employees identified in Column B of Exhibit II, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit II.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 II 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 II (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.

125. 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

³⁸ Exhibit II is expressly incorporated herein by reference.

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 United States Fire pursuant to the applicable workers' compensation statute.

**COUNT 1
PLAINTIFFS V. ALL DEFENDANTS
TRESPASS**

126. Plaintiffs incorporate the previous allegations by reference.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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 \$4,000,000,000, 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 II
PLAINTIFFS V. ALL DEFENDANTS
WRONGFUL DEATH**

132. Plaintiffs incorporate the previous allegations by reference.

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

134. 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**

135. Plaintiffs incorporate the previous allegations by reference.

136. 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.

137. 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**

138. Plaintiffs incorporate the previous allegations by reference.

139. 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.

140. 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.

141. 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 INFLECTION OF EMOTIONAL
DISTRESS**

142. Plaintiffs incorporate the previous allegations by reference.

143. The defendants knew or should have known that their 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, 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.

144. 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.

145. 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. §2353 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**

146. Plaintiffs incorporate the previous allegations by reference.

147. 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.

148. 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.

149 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.

150 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**

151. Plaintiffs incorporate the previous allegations by reference.

152. 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.

153. 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.

154. 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**

155. Plaintiffs incorporate the previous allegations by reference.

156. 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.

157. 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**

158. Plaintiffs incorporate the previous allegations by reference.

159. 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.

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

161. 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**

162. Plaintiffs incorporate the previous allegations by reference.

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

164. 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.

165. 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.

166. 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**

167. Plaintiffs incorporate the previous allegations by reference.

168. 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.

169. 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.

170. 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.

171. 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**

172. Plaintiffs incorporate the previous allegations by reference.

173. 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.

174. 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.

JURY DEMAND

Plaintiffs demand a trial by jury as to all claims so triable.

WHEREFORE, plaintiffs demand:

Count I - Trespass - \$4,000,000,000 for resulting property damages, business interruption losses and related injuries;

Count II - Wrongful Death - \$50,000,000 for each wrongful death assignor;

Count III - Survival Action - \$25,000,000 for each wrongful death assignor;

Count IV - Assault and Battery - \$15,000,000 for each assignor;

Count V - Intentional and/or Negligent Infliction of Emotional Distress - \$20,000,000 for each assignor;

Count VI - Torture Victim Protection Act - \$50,000,000 for each assignor;

Count VII - Conspiracy - \$50,000,000 for each assignor, and \$4,000,000,000 for property damages, business interruption losses and related injuries,

Count VIII - Civil RICO - treble damages in the amount of \$150,000,000 for each assignor, and \$12,000,000,000 for all property damages, business interruption losses and related injuries claimed herein;

Count IX - Aiding and Abetting - \$50,000,000 for each assignor, and \$4,000,000,000 for property damages, business interruption losses and related injuries;

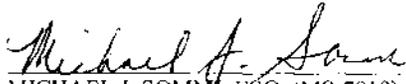
Count X - Violation of 18 U.S.C. § 2333 - treble damages in the amount of \$150,000,000 for each assignor, and \$12,000,000,000 for all property damages, business interruption losses and related injuries claimed herein;

Count XI - Negligence - \$50,000,000 for each assignor, and \$4,000,000,000 for property damages, business interruption losses and related injuries;

Count XII - Punitive Damages - Punitive damages in the amount of \$300,000,000 for each assignor, and \$50,000,000,000 for all property damages, business interruption losses and related injuries claimed herein.

Dated: New York, New York
September 10, 2003

COZEN O'CONNOR

BY: 
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ALL EXHIBITS APPENDED TO PLAINTIFFS' COMPLAINT
ARE FILED UNDER SEAL PURSUANT TO THE ORDER ISSUED
BY THE HONORABLE ROBERT PATTERSON, JR.,
DATED SEPTEMBER 9, 2003