

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 11-199120A 15

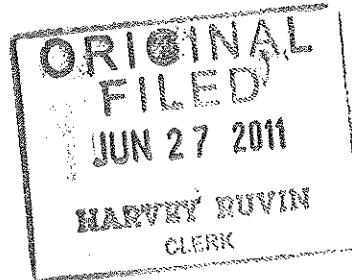
MICHELLE FENDEL,

Plaintiff,

vs.

INMARSAT PLC,
INMARSAT INC. and
ANDREW J. SUKAWATY,

Defendants.



COMPLAINT

Plaintiff, MICHELLE FENDEL, by and through her undersigned attorneys, sues Defendants, INMARSAT PLC, INMARSAT INC. and ANDREW J. SUKAWATY, and alleges, upon personal knowledge and, where necessary, upon information and belief, as follows:

THE PARTIES

1. Plaintiff, MICHELLE FENDEL, is a natural person, and is a United States citizen and a resident of Sderot, Israel, where her husband, Rabbi David Fendel, also a United States citizen, serves as the Dean of the Sderot Yeshiva (rabbinical academy).

2. Defendant, INMARSAT PLC, is a foreign corporation, having its principal place of business in the United Kingdom. Upon information and belief, Defendant, INMARSAT PLC, is engaged in continuous and systematic general business activities in the State of Florida, directly and/or through its agent and subsidiary Defendant INMARSAT INC.

3. Defendant, INMARSAT INC., is a Florida corporation, having an office in Miami-Dade County, State of Florida.

4. Defendant, ANDREW J. SUKAWATY ("Sukawaty"), is a natural person and, upon information and belief, is a resident of and owns real properties in Boca Grande, State of Florida. Sukawaty is also the Chief Executive Officer and Chairman of Defendant INMARSAT PLC.

JURISDICTION AND VENUE

5. This is an action for injunctive and declaratory relief and is therefore within the subject-matter jurisdiction of this Court.

6. Venue is proper in this Court, since Defendants INMARSAT PLC and INMARSAT INC. have an office, agents and other representatives in Miami-Dade County.

THE UNDERLYING FACTS

7. In 2007, the Hamas terrorist organization seized power in the Gaza Strip, and began to carry out systematic rocket and missile attacks against civilian targets in southern Israel, including, especially, civilian targets in the town of Sderot, which attacks killed and injured a large number of civilians and caused extensive property damage.

8. Hamas' rocket and missile attacks against civilian targets in Sderot continue until today, and constitute a present and on-going danger to the life, person and property of Plaintiff MICHELLE FENDEL and other residents of Sderot.

9. In order to limit Hamas' ability to receive material support enabling it to carry out such attacks, the State of Israel has imposed a maritime blockade on the Gaza Strip.

10. Following the imposition of Israel's maritime blockade on the Gaza Strip, a coalition of violent and/or militant anti-Israel organizations from the U.S. and other countries, initiated and organized efforts to breach Israel's blockade and to support the Hamas-controlled government in the Gaza Strip, by sending flotillas of ships to the Gaza Strip ("Flotilla Ships").

11. Defendants INMARSAT PLC and INMARSAT INC. (collectively: "Inmarsat") are providers of satellite communication services to ships.

12. Upon information and belief, Inmarsat provides satellite communication services to some or all of the Flotilla Ships.

13. Upon information and belief, the Flotilla Ships are legally and practically unable to sail without the satellite communication services provided to them by Inmarsat.

14. Upon information and belief, Sukawaty controls Inmarsat and controls Inmarsat's provision of satellite communications to the Flotilla Ships, and Inmarsat could not continue to provide such services without the authorization and approval of Sukawaty.

15. Inmarsat's provision of satellite communication services to the Flotilla Ships directly enables and facilitates the Flotilla Ships' efforts to provide material support to Hamas, which enhances Hamas' ability to carry out attacks against Sderot.

16. Inmarsat's provision of satellite communication services to the Flotilla Ships undermines Israel's ability to weaken Hamas' ability to carry out attacks on Sderot.

17. Inmarsat's conduct, which, upon information and belief, is authorized by Sukawaty, therefore constitutes a present and on-going danger to the life, person and property of Plaintiff MICHELLE FENDEL and other residents of Sderot.

COUNT I
Permanent Injunction
(against all Defendants)

18. Plaintiff repeats and re-alleges each of the foregoing allegations in paragraphs 1 through 17, and with the same force and effect as if more fully set forth herein.

19. Provision of communications services constitutes “material support or resources” within the meaning of 18 U.S.C. § 2339A.

20. Hamas is a “foreign terrorist organization” as defined in 18 U.S.C. § 2339B.

21. Therefore, the provision of satellite communications services by Inmarsat to the Flotilla Ships constitutes a violation of §§ 2339A and 2339B. *See United States v. Iqbal*, 06-CR-1054-RMB (S.D.N.Y.) (indictment and conviction for provision of satellite communication services).

22. The United States Supreme Court has determined as a matter of fact and of law that “[f]oreign organizations that engage in terrorist activity are so tainted by their criminal conduct that *any contribution to such an organization* facilitates that conduct”; that “[g]iven the purposes, organizational structure, and clandestine nature of foreign terrorist organizations, it is highly likely that any material support to these organizations will ultimately inure to the benefit of their criminal, terrorist functions”; and that it is “the considered judgment of Congress and the Executive that providing material support to a designated foreign terrorist organization – even seemingly benign support – bolsters the terrorist activities of that organization.” *Holder v. Humanitarian Law Project*, 130 S.Ct. 2705, 2724, 2727-28 (2010) (emphasis in the original).

23. Therefore, Inmarsat's provision of satellite communication services to the Flotilla Ships constitutes a present and on-going danger to the life, person and property of Plaintiff MICHELLE FENDEL and other residents of Sderot.

24. Because, as discussed above, Inmarsat's provision of satellite communication services to the Flotilla Ships is illegal and endangers the life, person and property of Plaintiff, MICHELLE FENDEL, that conduct should be permanently enjoined.

25. Because, upon information and belief, Inmarsat's conduct is controlled and authorized by Sukawaty, Sukawaty should be enjoined to prevent that conduct.

WHEREFORE, the Plaintiff demands a judgment against all the Defendants, granting a permanent injunction directing Defendants to immediately and permanently cease the provision of any services, including without limitation communication services, to any of Flotilla Ships, and for such other and further relief as this Court deems just and proper and as appropriate under the law, including attorney's fees to the extent permitted by law.

COUNT II
Declaratory Judgment
(against all Defendants)

26. Plaintiff repeats and re-alleges each of the foregoing allegations in paragraphs 1 through 25 with the same force and effect as if more fully set forth herein.

27. As discussed above, Inmarsat's provision of satellite communication services to the Flotilla Ships constitutes a violation of 18 U.S.C. §§ 2339A and 2339B and endangers the life, person and property of the Plaintiff.

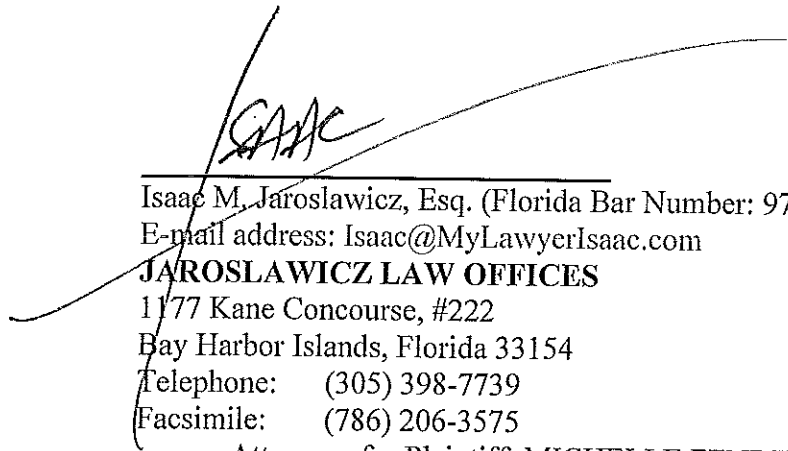
WHEREFORE, Plaintiff demands judgment against Defendants INMARSAT PLC and

INMARSAT INC. declaring that their provision of satellite communication services to the Flotilla Ships constitutes a violation of 18 U.S.C. §§ 2339A and 2339B and endangers the life, person and property of the Plaintiff, and granting such other and further relief as this Court deems just and proper, including attorney's fees to the extent permitted by law.

DEMAND FOR A JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

June 27, 2011



Isaac M. Jaroslawicz, Esq. (Florida Bar Number: 979510)
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JAROSLAWICZ LAW OFFICES

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Bay Harbor Islands, Florida 33154

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Facsimile: (786) 206-3575

Attorneys for Plaintiff, MICHELLE FENDEL

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 11-19912 CA 15

MICHELLE FENDEL,
Plaintiff,

vs.

INMARSAT PLC,
INMARSAT INC. and
ANDREW J. SUKAWATY,

Defendants.

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint in this lawsuit on defendant INMARSAT INC., by serving its Registered Agent: C T CORPORATION SYSTEM, 1200 SOUTH PINE ISLAND ROAD, PLANTATION FL 33324.

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit:

JAROSLAWICZ LAW OFFICES
1177 Kane Concourse #222
Bay Harbor Islands, Florida 33154
T: 305.398.7739 F: 786.206.3575

within 20 days after service of this summons on that defendant, exclusive of the date of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATE: June 27, 2011

HARVEY RUVIN JUN 27 2011
as Clerk of said Court

By: MICHELLE FENDEL
Deputy Clerk

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 11-19912 CA 15

MICHELLE FENDEL,
Plaintiff,
vs.

INMARSAT PLC,
INMARSAT INC. and
ANDREW J. SUKAWATY,

Defendants.

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint in this lawsuit on defendant INMARSAT PLC, by serving:

its President, Andrew Sukawaty, at 99 City Road, London XXEC1Y-1AX, United Kingdom.

or an authorized officer or director at 175 SW 7th Street, Suite 1910, Miami, FL 33130

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit:

JAROSLAWICZ LAW OFFICES
1177 Kane Concourse #222
Bay Harbor Islands, Florida 33154
T: 305.398.7739 F: 786.206.3575

within 20 days after service of this summons on that defendant, exclusive of the date of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATE: June 27, 2011

JUN 27 2011

HARVEY RUVIN
as Clerk of said Court

By: GANTA DANIEL
Deputy Clerk

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.:

11-19912 CA 15

MICHELLE FENDEL,
Plaintiff,

vs.

INMARSAT PLC,
INMARSAT INC. and
ANDREW J. SUKAWATY,

Defendants.

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this alias summons and a copy of the complaint in this lawsuit on defendant ANDREW SUKAWATY, by serving him at:

8 Seawatch Drive, Boca Grande, FL 33921

or

5000 Gasparilla Rd. Bldg. 5041-Unit 22-B, Boca Grande, FL 33921

Or

99 City Road, London EC1Y 1AX, United Kingdom.

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit:

JAROSLAWICZ LAW OFFICES
1177 Kane Concourse #222
Bay Harbor Islands, Florida 33154
T: 305.398.7739 F: 786.206.3575

within 20 days after service of this summons on that defendant, exclusive of the date of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATE: June 27, 2011

HARVEY RUVIN
as Clerk of said Court

JUN 27 2011

By: SANTANA DANIEL
Deputy Clerk