

1 RANDY E. KLEINMAN (CA SBN 320061)
2 GERSTMAN SCHWARTZ LLP
3 1399 Franklin Avenue, Suite 200
4 Garden City, New York 11530
5 Telephone: (516)880-8170
6 Facsimile: (516) 880-8171
7 Email: rkleinman@gerstmanschwarz.com

8 Attorneys for Plaintiff
9 ALI AL-AHMED

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 ALI AL-AHMED,) CASE NO.: 3:21-cv-08017-EMC
14 Plaintiff,)
15 v.) **FIRST AMENDED COMPLAINT AND**
16 TWITTER, INC.,) **DEMAND**
17 ALI HAMAD A ALZABARAH, and) **FOR JURY TRIAL**
18 AHMAD ABOUAMMO,)
19 Defendants.)
20
21
22
23
24
25
26
27
28

1
2 For his First Amended Complaint, Plaintiff Ali Al-Ahmed (“Mr. Ahmed”), by and
3 through its attorneys Gerstman Schwartz LLP, avers as follows:

4 **THE PARTIES**

5 1. Plaintiff Ali Al-Ahmed (hereinafter “Plaintiff” or “Mr. Al-Ahmed”) is one of the
6 leading critics to the Kingdom of Saudi Arabia (hereinafter “KSA”) who resides and has been
7 granted asylum in the United States because, as a political dissident and human rights advocate,
8 he faced imminent persecution were he to return to his native country, Saudi Arabia.

9
10 2. Defendant Twitter, Inc., (hereinafter “Twitter”) is incorporated in Delaware with
11 its headquarters in San Francisco, California.¹

12 3. In 2011, Saudi Prince Alwaleed Bin Talal (hereinafter “Bin Talal”) purchased \$300
13 million worth of stock in Twitter. In 2015, Bin Talal made an additional investment, owning
14 5.2% of the company, more than Twitter’s founder and CEO². A January 29, 2018 article in
15 the British newspaper, *The Daily Mail*, reported that after being imprisoned and perhaps
16 tortured by KSA, Bin Talal signed over many of his assets to Crown Prince Mohammed Bin
17 Salman (hereinafter “MBS”). According to *The Daily Mail*, a deal was allegedly made with
18 MBS allowing MBS to seize control of these assets and those of other princes, so long as the
19 assets remained in the United States.
20
21
22

23 ¹ The term “Twitter” shall hereinafter refer to Twitter, Inc., its agents, employees, and assigns.

24 ² Twitter’s April 20, 2016 Annual Proxy Statement, on page 56, confirms that HRH Prince Alwaleed Bin Talel
25 Abudulziz Alsaud beneficially owned 4.99% of the company. A second amendment to a 13G filed with the Securities
26 Exchange Commission on or about December 31, 2016 states that “based...on the [third quarter 10Q] percentage of
27 class was reduced to 4.9%.” This auspicious reduction permitted the Kingdom to avoid future filing and disclosure
28 requirements. A BBC report dated October of 2015 noted that “Prince Alwaleed bin Talal and his investment firm
now owns just over 5%, which is more than Twitter's new chief executive Jack Dorsey. His cash injection comes at
a critical time for Twitter, which is struggling to attract new followers. Saudi Arabia is said to be home to 40% of
all active Twitter users in the Middle East.” <http://www.bbc.co.uk/newsbeat/article/34474798/meet-twitters-second-biggest-shareholder-saudi-prince-alwaleed-bin-talal>.

GENERAL ALLEGATIONS

“Twitter being abused to instill fear, to silence your voice, or to undermine individual safety, is unacceptable.”

-- @TwitterSafety, October 3, 2020⁴

14. Defendants have engaged in outrageous, irresponsible, and despicable conduct that should be punished to the maximum extent under the law.

15. This is an action to vindicate the rights of Mr. Al-Ahmed, a political refugee who has been granted political asylum in the United States from the despotic regime in the KSA. Because of the tremendous wealth of key figures in KSA, major corporations, including Twitter, have enabled, collaborated, colluded, conspired with, aided and abetted, and/or otherwise turned a blind eye to KSA’s efforts to suppress, torture, falsely imprison, terrorize, and murder dissenters both within Saudi Arabia and around the world.

16. Plaintiff expressly alleges that Twitter’s collusion with criminal conduct vitiates any shield otherwise afforded by Section 230 of the Consumer Decency Act as a matter of law.

A. Allegations Relevant To All Causes Of Action

17. Mr. Al-Ahmed is a leading voice of dissent casting an evidently unwanted magnifying glass upon the acts and omissions, policies and, at times, alleged crimes conducted on behalf of, or with the knowledge and consent of, the KSA or elements within the KSA. Mr. Al-Ahmed is also one of the most active and courageous journalists within the United States covering the KSA. Through his prominent social media presence, and persistent critique of the KSA, Mr. Al-Ahmed has brought broad awareness to issues of social and political concern including allegations of KSA human rights violations, KSA links to international terrorism, and KSA corruption within the Kingdom.

⁴Twitter Safety (@TwitterSafety), Twitter (Oct. 3, 2020), <https://twitter.com/TwitterSafety/status/1312498519094091779> (on file with the *Columbia Law Review*) (emphasis added).

1 **B. Twitter’s Unauthorized and Unlawful Hacking of Mr. Al-Ahmed’s Private**
2 **Information**

3 22. In or around August 2013, until in or around December 2015, Alzabarah and
4 Abouammo– Twitter employees charged and indicted by the United States government in
5 November 2019 for being KSA spies⁵ – accessed the company’s information on an array of
6 Saudi dissidents including Mr. Al-Ahmed⁶.

7 23. Through use of both Alzabarah and Abouammo, the KSA was successful in using
8 Twitter’s internal resources to identify Mr. Al-Ahmed as a critic of the government and
9 ultimately silence him.

10 24. On numerous occasions, Alzabarah and Abouammo mined Twitter’s internal
11 systems for, *inter alia*, personal information regarding Mr. Al-Ahmed, email addresses,
12 contacts, phone numbers, birth dates, and internet protocol (“IP”) addresses.

13 25. Although Alzabarah and Abouammo’s conduct was ostensibly outside the scope of
14 their job duties, Twitter surreptitiously aided and abetted Alzabarah and Abouammo by, among
15 other things, 1) providing them with unfettered access to Twitter’s vast resources and
16 infrastructure at the behest of the KSA and with the full knowledge that they would exploit
17 these privileges by improperly gaining access to the accounts of Twitter users, such as Mr. Al-
18 Ahmed, who were adverse to the Saudi regime; 2) helping Alzabarah and Abouammo operate
19 their clandestine operation undetected until they were no longer of use to Twitter and/or the
20 KSA; 3) helping Alzabarah and Abouammo provide the ill-gained information to the KSA; 4)
21 KSA; 3) helping Alzabarah and Abouammo provide the ill-gained information to the KSA; 4)

22
23
24
25 ⁵ <https://www.justice.gov/usao-ndca/press-release/file/1215976/download>, *United States v. Ahmed Almutairi*, a/k/a
26 Ahmed Aljbreen; and Ali Alzabarah, November 2019.

27 ⁶ Superseding Indictment, July 28, 2020, 19-CR-621 EMC, “After ALZABARAH returned to San Francisco, from
28 May 21, 2015, through November 18, 2015, he accessed without authorization through Twitter’s computer system
certain nonpublic account information of dozens of Twitter users, including accounts that had posted critical or
embarrassing information about the government of KSA and Saudi Royal Family Member-1.”

1 and covering up their malfeasance by purging its internal database of any incriminating
2 evidence and thereafter publicly renouncing Alzabarah and Abouammo's conduct.

3 26. A superseding indictment filed by the United States Attorneys' Office makes clear
4 that Twitter failed to detect these breaches over a period of time spanning over a year⁷. While
5 Twitter has since ostensibly attempted to remedy their indefensible security practices, the
6 damage to Mr. Al-Ahmed and his followers had already been done. Twitters' subsequent
7 efforts to enhance their security protocols does not undo the damage done to Mr. Al-Ahmed
8 and his followers as a result of Twitter's slip shot practices which have made Mr. Al-Ahmed,
9 and many of his followers, targets for the brutal KSA, jeopardizing the very lives of his
10 followers living within the confines of the KSA and its surrounding environs.

11 27. Indeed, several Twitter users, who either followed Mr. Al-Ahmed's Twitter
12 account and/or had direct contact with him through the use of Twitter's private messaging
13 feature, have disappeared, been arrested, or have been executed. One such example is Abdullah
14 al-Hamid, a Saudi Dissident and follower of Mr. Al-Ahmed's Twitter account, who was jailed
15 and ultimately died in custody⁸.

16 28. On the heels of all this death and skullduggery, in or about May 2018, the KSA
17 managed to fully silence Mr. Al-Ahmed when they had their embedded Twitter agents, or
18 others within Twitter, suspend Mr. Al-Ahmed's Arabic Twitter account, "@AliAlahmed,"
19 without explanation, warning, or justification. The illegal or illicit activity conducted by
20 Alzabarah and Abouammo during the 2013-2015 period in inexorably intertwined with
21 Twitter's 2018 permanent suspension of Mr. Al-Ahmed's account because the improper or
22
23
24
25

26 ⁷ See *id.*

27 ⁸ <https://www.nytimes.com/2020/05/21/world/middleeast/abdullah-al-hamid-saudi-dissident-dies-in-detention-at-69.html>.

1 illegal access of his account was the predicate action for the subsequent sanction believed to
2 be directed by the KSA or its operatives. These actions, though hidden and camouflaged,
3 cannot be artificially bifurcated even though all such activities were fraudulently concealed by
4 Twitter.

5
6 29. Despite the above-noted Justice Department criminal complaint exposing these
7 Twitter KSA agents' activities in November of 2019, Mr. Al-Ahmed's repeated attempts to
8 appeal his suspension have been to no avail. While Twitter may wish to play the victim of
9 state-sponsored espionage, Twitter's conduct in punishing the victims of this intrigue,
10 including Mr. Al-Ahmed, tells a far different story: one of ratification, complicity, and/or
11 adoption tailored to appease a neighborly beneficial owner and preserve access to a key market, the
12 KSA⁹.

13
14 30. This helps explain why Twitter has upheld Mr. Al-Ahmed's suspension and kept
15 his account inaccessible including Mr. Al-Ahmed's access to his approximately 36,000
16 *followers' contact information*. The genesis of this suspension having been clearly exposed,
17 Twitter continues to bar Mr. Al-Ahmed from access or use, corroborating his claims that
18 Twitter is continuing to do the KSA's bidding; preferring access to the KSA and funding from
19 the KSA over human rights, freedom, and to abiding by the terms of its owner agreements
20
21
22

23 ⁹ Authorities have evidently failed to recognize how beholden Twitter is to the KSA, particularly during the
24 timeframe in question, which supports an allegation of willful blindness and complicity. Additionally, by punishing
25 the victim of this conduct, *i.e.*, by continuing to withhold the above-referenced followers' contacts of a known critic
26 of the KSA, Twitter has ratified the actions of its supposedly errant employees and shown its continuing allegiance
27 to the KSA. *C.R. v Tenet Healthcare Corp.*, informs us that "an employer may be liable for the employer either
28 authorized the tortious act or subsequently ratified an originally unauthorized tort." 169 Cal. App. 4th 1094, 1110
(2009) (citations omitted). Discovery will likely establish that Twitter knew about, and was complicit in, this
espionage. At the very least, Twitter's course of conduct since—notwithstanding its assertions of federal
cooperation—amounts to ratification because Twitter continues to punish the KSA's enemies by withholding their
followers' contact information and banning them from the platform.

1 made with Twitter subscribers, and in contravention of its public representation that Twitter is
2 committed to protecting Twitter uses.

3 31. Twitter’s Privacy Policy states, in pertinent part, that:

4
5 About public and protected Tweets – Should you choose to protect
6 your Tweets, you can do so through your account settings...If you
7 protect your Tweets, you’ll receive a request when new people want
8 to follow you, which you can approve or deny...Protected Tweets:
9 Only visible to your Twitter followers. Please keep in mind, your
10 followers may still capture images of your Tweets and share
11 them.”¹⁰

12 32. Twitter thus created an illusion of security and safety relied upon by Plaintiff, and,
13 according to Plaintiff, by those who were disappeared, arrested, or murdered.

14 33. Mr. Al-Ahmed spent many years of time and effort cultivating and curating his
15 expansive list of Twitter followers and business contacts, which effectively amounts to
16 valuable intellectual and proprietary property—particularly insofar as it has earned him
17 credibility, career nods, and, significantly, income—reflecting a huge number of persons
18 interested in unvarnished coverage of the KSA’s activities provided from a pro-democracy and
19 pro-human rights vantage point.¹¹ Upon information and belief, some of Mr. Al-Ahmed’s
20 followers’ accounts have also been shut down as a result of protesting his account suspension.
21 This is not only immoral, but also undemocratic.

22 34. In pertinent part, Twitter, in its “Twitter Rules,” states that:

23 Twitter’s purpose is to serve the public conversation. Violence,
24 harassment and other similar types of behavior discourage people
25 from expressing themselves, and ultimately diminish the value of

26 ¹⁰<https://help.Twitter.com/en/safety-and-security/public-and-protected-tweets>, “About public and protected Tweets
27 – Should you choose to protect your Tweets, you can do so through your account settings...If you protect your
28 Tweets, you’ll receive a request when new people want to follow you, which you can approve or deny...Protected
Tweets: Only visible to your Twitter followers. Please keep in mind, your followers may still capture images of your
Tweets and share them.”

¹¹ Indeed, the United States Attorneys Office’s Indictment defines nonpublic information about Twitter users as
“valuable property.” <https://www.justice.gov/usao-ndca/page/file/1299331/download>

1 global public conversation. Our rules are to ensure all people can
2 participate in the public conversation freely and safely...Safety -
3 Violence: You may not threaten violence against an individual or a
4 group of people. We also prohibit the glorification of violence.
Learn more about our violent threat and glorification of violence
policies...

5 Terrorism/violent extremism: You may not threaten or promote
6 terrorism or violent extremism. There is no place on Twitter for
7 terrorist organizations or violent extremist groups and individuals
8 who affiliate with and promote their illicit activities. The violence
9 that these groups engage in and/or promote jeopardizes the physical
10 safety and well-being of those targeted. Our assessments in this
11 context are informed by national and international terrorism
12 designations. We also assess organizations under our violent
13 extremist group criteria. Violent extremist groups are those that
14 meet all of the below criteria: identify through their stated purpose,
publications, or actions as an extremist group; have engaged in, or
currently engage in, violence and/or the promotion of violence as a
means to further their cause; and target civilians in their acts and/or
promotion of violence. We examine a group's activities both on and
off Twitter to determine whether they engage in and/or promote
violence against civilians to advance a political, religious and/or
social cause.

15 What is in violation of this policy? Under this policy, you can't
16 affiliate with and promote the illicit activities of a terrorist
17 organization or violent extremist group. Examples of the types of
18 content that violate this policy include, but are not limited to:
19 engaging in or promoting acts on behalf of a terrorist organization
20 or violent extremist group; recruiting for a terrorist organization or
21 violent extremist group; providing or distributing services (e.g.,
22 financial, media/propaganda) to further a terrorist organization's or
23 violent extremist group's stated goals; and using the insignia or
24 symbols of terrorist organizations or violent extremist groups to
25 promote them. What is not a violation of this policy? We may make
26 limited exceptions for groups that have reformed or are currently
engaging in a peaceful resolution process, as well as groups with
representatives who have been elected to public office through
democratic elections. We may also make exceptions related to the
discussion of terrorism or extremism for clearly educational or
documentary purposes. This policy also doesn't apply to military or
government entities¹².

27 ¹² <https://help.twitter.com/en/rules-and-policies/twitter-rules>

1 35. Between Twitter’s holding out that one can protect their Tweets, the above-
2 referenced affirmative corporate and global commitment to “serve the public conversation,”
3 and Twitter’s supposed opposition to violence and terrorism, Twitter’s failure to screen and
4 supervise its employees, thereby allowing KSA spies to locate KSA critics and disseminate
5 their information so that they could be silenced, makes a mockery of this so-called
6 “commitment.” It is unfortunate that individuals like the Plaintiff have detrimentally relied on
7 Twitter’s purported commitment to their undying personal prejudice, particularly in the face
8 of those who how have been disappeared, arrested, or otherwise subject to KSA extreme
9 prejudice or sanction—perhaps for having followed Plaintiff or “liking” one of his posts, while
10 believing that their identity was “protected.”
11

12 36. Now, Plaintiff cannot even access his list of over 36,000 pro-democracy leaning
13 followers who have had enough of the KSA’s police state antics, perversely turning Twitter’s
14 “commitment” on its head by silencing critics of terrorism and violence, and positioning
15 Twitter to carry out the KSA’s mission by doing violence to truth and free speech, and by
16 denying Plaintiff access to his proprietary list of followers, contacts, research, and other
17 intellectual property, even after Twitter’s slip shod adherence to its protocols, and negligence
18 in its hiring and supervising of embedded spies was roundly exposed by the Department of
19 Justice’s November 2019 Criminal Complaint¹³.
20

21 37. Despite its alleged commitment to “serve the public conversation”, Twitter’s
22 conduct is equivalent to Poland’s silencing of Lech Wałęsa to preserve its reach, market share,
23 and funding from the USSR. To make matters worse, Twitter did so *after* hiring KSA agents
24
25
26

27 ¹³ <https://www.justice.gov/usao-ndca/press-release/file/1215976/download>

1 and recruits to oversee internal operations. The ramifications of this kind of continuous and
2 willful blindness cannot be overstated.

3 38. In Twitter’s 2020 10Q filed with the Securities and Exchange Commission, Twitter
4 “disclosed that on July 28, 2020, the Company received a draft complaint from the Federal
5 Trade Commission (FTC) alleging violations...[r]elate[d] to the Company’s use of phone
6 number and/or email address data provided for safety and security purposes [ostensibly for
7 targeted advertising] during periods between 2013 and 2019 [and reserving for]...probable loss
8 in this matter is \$150.0 million to \$250.0 million.”¹⁴ Twitter has clearly failed to safeguard
9 data as it promised and as its users, such as Mr. Al-Ahmed, would expect. Therefore, Twitter
10 must be held accountable.
11

12 **C. Jack Dorsey’s Relationship With The Twitter Spy Ring**

13 39. Further demonstrating Twitter’s complicity in the Twitter spy campaign is Twitter
14 CEO, Jack Dorsey’s (“Dorsey”) relationship to Bader al-Asaker (“Asaker”), head of MBS’
15 affairs and operator of the Misk Foundation, who has also been dubbed the “Saudi mastermind”
16 behind the Twitter spy scandal.¹⁵
17

18 40. The Twitter scandal, together with Asaker’s reported links to the murder of Saudi
19 journalist Jamal Khashoggi, raises tough questions about Asaker and the KSA. “Scratch
20 beneath the surface of Asaker’s Misk and you quickly realize that it's not really what it claims
21 to be,” Sunjeev Bery, director of the United States-based anti-autocrat campaign group
22 Freedom Forward, told *The New Arab*.¹⁶ “The crown prince and his henchmen keep trying to
23
24
25

26 ¹⁴10Q dated June 30, 2020,

27 <https://www.sec.gov/ix?doc=/Archives/edgar/data/1418091/000141809120000158/twtr-20200630.htm>

28 ¹⁵ <https://english.alaraby.co.uk/analysis/meet-saudi-mastermind-behind-twitter-spy-scandal>

¹⁶ *Id.*

1 present themselves in a positive light, yet behind the scenes they spy on dissidents’ Twitter
2 accounts and are willing to take a bone saw to anyone who disagrees with them.”¹⁷

3 41. The United States Attorneys Offices’ superseding indictment (the “Indictment”)
4 against Abouammo and Alzabarah substantiates Asaker’s participation in the spy ring,
5 referring to him (upon information and belief) as “Foreign Official-1,” whom provided
6 Abouammo and Alzabarah with “gifts, cash payments, and promises of future employment in
7 exchange for nonpublic information about Twitter uses, which constituted valuable
8 property...”¹⁸

9
10 42. According to the Indictment, Abouammo and Alzabarah were also responsible for
11 removing (*i.e.*, suspending) certain users’ accounts including, upon information and belief, Mr.
12 Al-Ahmed’s account.¹⁹

13
14 43. Despite Asaker’s alleged connections to both the Twitter spy campaign and murder
15 of dissident journalists, Twitter CEO, Jack Dorsey (“Dorsey”) met with both Asaker and MBS
16 well after Dorsey learned about the KSA spy campaign; once at Twitter’s headquarters on June
17 25, 2016, and at least one additional time in Riyadh thereafter.

18 44. Notably, Dorsey follows Asakar’s Twitter account (and vice versa) to this very day.
19

20 **D. Mr. Al-Ahmed Did Not Learn About Twitter’s Involvement Until November**
21 **2019.**

22 **a. The Bogus and Deceptive “Twitter Notice”**
23
24
25

26 ¹⁷ *Id.*

27 ¹⁸ <https://www.justice.gov/usao-ndca/page/file/1299331/download>

28 ¹⁹ <https://www.justice.gov/usao-ndca/page/file/1299331/download>

1 45. On or about December 11, 2015, Twitter claims to have sent a notice (the “Twitter
2 Notice”) containing the following message to a “small group” of its users:

3 Dear @{{screen_name}},
4

5 As a precaution, we are alerting you that your Twitter account is one
6 of a small group of accounts that may have been **targeted by state-**
7 **sponsored actors.** We believe that **these actors (possibly**
8 **associated with a government)** may have been trying to obtain
9 information such as email addresses, IP addresses, and/or phone
10 numbers.

11 At this time, we have no evidence they obtained your account
12 information, but we’re actively investigating this matter. We wish
13 we had more we could share, but we don’t have any additional
14 information we can provide at this time.

15 It’s possible your account may not have been an intended target of
16 the suspected activity, but we wanted to alert you as soon as
17 possible. We recognize that this may be of particular concern if you
18 choose to Tweet using a pseudonym. For tips on protecting your
19 identity online, you may want to visit the Tor Project or EFF’s
20 Protecting Yourself on Social Networks.

21 - Twitter
22

23 46. Conspicuously absent from the Twitter Notice is any indication that these so-called
24 “state-sponsored actors...possibly associated with a government” committed these data
25 breaches while they were located on Twitter’s premises and/or employed by Twitter and/or
26 while using Twitter’s resources and/or at the direction of Twitter (or with Twitter’s tacit
27 permission). Given wide reports that Russia, China, and North Korea have engaged in hacking
28 in the United States, the KSA is hardly the first regime to come to mind in a vaguely worded
mention of “government sponsored” cyber-attacks.

 47. This is critical, because at this time, Mr. Al-Ahmed *had no reason to know or*
believe that Twitter was complicit in, or, at the very least, negligent in its hiring, training,
supervision and/or retention of the conduct of its employees, Alzabarah and Abouammo. Had

1 Mr. Al-Ahmed known that Twitter’s KSA employees were directly responsible for hacking his
2 personal information, he would have taken swift and immediate action against Twitter and
3 these employees; however, because Mr. Al-Ahmed did not, and *could not* have, known of
4 Twitter’s involvement (or the involvement of Alzabarah and Abouammo) until Alzabarah and
5 Abouammo’s public indictment on November 19, 2019, he did not take any action until this
6 time.²⁰
7

8 48. Even had Mr. Al-Ahmed received this intentionally deceptive and intentionally
9 concealing notice (which he did not), the notice fails to announce something fundamental: that
10 the government was indirectly a beneficial owner of Twitter; and that this government, which
11 is known for treating its critics with extreme prejudice, had unmasked pseudonyms and was
12 the “suspected” culprit – a material omissions and lie of omission, which is no notice at all. It
13 is a fictive to suggest otherwise.
14

15 49. The Twitter Notice does not exonerate Twitter, but rather the opposite. Indeed,
16 insofar as Twitter deliberately omitted the fact that these so-called “state sponsored actors”
17 were actually Twitter employees, Twitter was clearly trying to obfuscate its own malfeasance
18 and complicity in the acts committed against Mr. Al-Ahmed including, but not limited to,
19 breaching his account and accessing personal data and information without authorization, and
20 subsequently providing this information to the KSA.
21

22 **b. The 2013-2016 Hacking of Plaintiff’s Account Was An Ongoing Act That**
23 **Relates Directly to the 2018 Suspension of His Arabic Twitter Account**

24 50. While the hacking of Plaintiff’s account by Abouammo and Alzabarah continued
25 to in or about March 1, 2016, Twitter has continued its KSA-coordinated campaign against
26 Plaintiff until the present date by continuing to hack, and ultimately suspending his Arabic
27

28 ²⁰ <https://www.justice.gov/usao-ndca/united-states-v-ahmad-abouammo>

1 Twitter account. For example, agents of the KSA or other Twitter employees also appear to
2 have accessed Plaintiff's private Twitter accounts to read and manipulate content including,
3 but not limited to, purported private/direct exchange messages that were then used as a pretext
4 by Twitter for closing down his Arabic-language account. *See* Twitter's RJN, Ex. 5 (*e.g.*,
5 "Damn your mother, you Ahamari, you mountain monkey, you Ethiopian you slave, you
6 pagan, you cow, you beast of burden!"). Plaintiff does not recognize this statement apparently
7 attributed to him by Twitter and which Twitter now alleges was the basis for terminating his
8 Arabic-language account. However, even were this hyperbolic and outlandish statement
9 properly attributed to him (which it is not), rather than a fabrication, plant, or some other
10 obscure, anomalous, and/or provoked response, a private Tweet, similar to a private text
11 message or private phone call, would does not authorize walling off Plaintiff from his own
12 confidential and privileged lists of Arabic-speaking followers and sources.

13
14
15 51. Moreover, certain words used in the direct message attributed to Plaintiff are
16 colloquial regional expressions that he would never use. In addition, the translation is entirely
17 inaccurate. For example, Twitter's translation of the word "slave" would be more accurately
18 translated to "lowlife," and is a common slang term in Arabic. Likewise, "I see your face" is
19 not accurate – it actually says, "look at yourself"; also, "your teeth sticking out" is entirely
20 inaccurate. The short of it is that while Plaintiff does not know the source of this apparently
21 privately transmitted statement, *it is not his*, and preventing him from accessing his sources
22 because of it is improper. Twitter has failed to provide who this message was allegedly sent
23 to or the context of the message.

24
25 52. Twitter's hypocrisy and selective enforcement of its rules further establishes its
26 complicit efforts to further the KSA's agenda. This is exhibited in a Tweet Plaintiff received
27 from a Saudi citizen, which is clearly a threat, and translates to: "God willing, I am traveling
28

1 to America in two months and I will see you. You will never tweet again. Mohamed bin
2 Salman is a crown over your head.”²¹ Plaintiff made a complaint to Twitter, but not only did
3 Twitter fail to take any action whatsoever, it never removed the Tweet.

4 53. The very fact that Twitter has walled Plaintiff off from his Arabic-language
5 sources and followers, but not his English-speaking audience, is in and of itself telling, and
6 belays Twitter’s true intent, which was to censor Plaintiff on behalf of Twitter’s Saudi
7 Arabian investors to preserve that line of credit (so to speak) and to preserve that considerable
8 market share and appease this powerful interest. As such, Twitter has continuously acted in
9 bad faith, demonstrating a fundamental bias anathema to what a neutral social service
10 platform should be.

11 54. Twitter purposely, or in something kindred to willful blindness, has allowed the
12 KSA to utilize its protocols in such a manner as to achieve their objective of silencing their
13 critics, either by using Twitter to throw them off the Twitter platform or silencing them in the
14 traditional sense of the word as authoritarian regimes are want to do (*e.g.*, imprisoning or
15 disappearing dissidents, detractors, and would be reformers).

16 55. Therefore, the hacking by Abouammo and Alzabarah, and the suspension of
17 Plaintiff’s Arabic-language Twitter account, cannot be bifurcated for the purpose of Article III
18 standing, but rather are part of a continuous and ongoing campaign “fairly traceable” to
19 Twitter.
20
21
22

23 **E. Plaintiff Suffered A Concrete And Personal Injury Directly Attributable To**
24 **Twitter’s Malfeasance, And Separate From Twitter’s Invasion Of Privacy.**

25
26
27 ²¹ <https://twitter.com/z7x77/status/957090786990010368>.

1 56. Upon information and belief, the United States Attorneys' Office has evidence that
2 unequivocally proves Mr. Al-Ahmed's account was targeted and breached by Alzabarah and
3 Abouammo while they were employed by Twitter and utilized Twitter's resources. Although
4 Twitter attempts to portray these employees as "rogue" agents, there is evidence that Twitter
5 was complicit in their conduct, or, at the very least, demonstrating that Twitter was negligent
6 in protecting Mr. Al-Ahmed's personal information. At the very least, Twitter's failure to
7 properly vet, supervise, and monitor Alzabarah and Abouammo (among others), as well as its
8 failure to implement proper internal safeguards to prevent data breaches against its own users,
9 resulted in the data breach and consequential damages against Mr. Al-Ahmed. Upon
10 information and belief, Twitter directly assisted the KSA in allowing Alzabarah and
11 Abouammo to commit these breaches or, at the very least, operated with negligence amounting
12 to willful blindness.
13

14
15 57. Agents of the KSA, along with Twitter, accessed Plaintiff's personal Twitter
16 account including messages between Plaintiff and individuals still living in, and in close
17 proximity to, Saudi Arabia who were in close contact with Jamal Khashoggi, the journalist
18 who was not uncoincidentally slain following the invasion of multiple Twitter accounts.
19 Twitter was either complicit in these actions or so recklessly and grossly negligent that Twitter
20 had blood on its hands for having misrepresented its safety and having failed to keep its
21 promises.
22

23 58. By failing to live up to its actual and implied promise of safeguarding the personal
24 information of Plaintiff's followers and sources, Twitter has caused irreparable harm to both
25 Plaintiff and those individuals. The actual number of Khashoggi widows is perhaps
26 unknowable, as is the exact number of imprisoned or silenced, or the setbacks to achieving
27 genuine democratic reforms in the KSA, without further discovery and investigation
28

1 including access to Plaintiff's contacts. Clearly a broken promise paid for in both blood and
2 money is a broken trust and a broken contract. Twitter represented it would safeguard
3 Plaintiff's information, and that of his sources and followers. Plaintiff, as well as his sources
4 and followers, all relied on Twitter's representations and it therefore assumed a duty of high
5 trust – a fiduciary obligation that Twitter broke by complicity and recklessness.
6

7 59. As a direct and consequential result of Twitter's conduct in being complicit in
8 and/or negligent in allowing its employees to breach Mr. Al-Ahmed's account for over a year,
9 Mr. Al-Ahmed lost significant revenue and earning potential related to his work as a journalist.
10 Indeed, much of Mr. Al-Ahmed's work was contingent on his on-line presence, which was
11 largely diminished as a result of Twitter's conduct, as well as his confidential sources, which
12 were all but eviscerated as a result of Twitter's conduct.
13

14 60. Twitter barring Plaintiff from accessing the tens of thousands of KSA and other
15 Arab-language followers and sources has curtailed his ability to report credibly and in real time
16 on events unfolding in the KSA and elsewhere, and therefore, on his ability to impact social
17 and political reform and change. As a freelance journalist and author, Twitter's conduct has
18 cost Plaintiff hundreds of thousands of dollars in lost revenue from writing articles and books,
19 and through podcasts, that would in turn have provided him with revenue that he could have
20 ploughed back into coverage of KSA excesses, which would keep hope alive and effectuate
21 change in the KSA during his lifetime. This is clearly a concrete and personal injury separate
22 from Twitter's invasion of privacy itself and therefore establishes Article III standing.
23

24 61. To this end, Mr. Al-Ahmed has a legally protected privacy interest in, *inter alia*, 1)
25 the content of direct (non-public) communications of a personal, sensitive and, in certain
26 instances, life or death nature he had with Twitter users inside the KSA and its surrounding
27 areas; 2) the personal (non-public) information/identity of his Twitter contacts within the KSA
28

1 and its surrounding areas, many of whom were/are Plaintiff's confidential sources protected
2 by, *inter alia*, California's Shield Law in Article I, Section 2(b) of the California constitution,
3 the Free Flow of Information Act, D.C. Code §§ 16-4701, et seq.; 3) Plaintiff's own *non-public*
4 personally identifying information including his *personal* address, email address and telephone
5 number. Plaintiff reasonably expected the foregoing to be kept private because he never
6 consented to Twitter's interception, theft, scanning, collection, storage, and dissemination of
7 it for Twitter's own financial and nefarious benefit. Plaintiff never made his private
8 information, including his personal phone number and email address publicly available. Yet,
9 this information was compromised because of Twitter's conduct.
10

11
12 **F. Twitter's Status As An Information Fiduciary, Imposes a Heightened Standard of Liability.**

13 **a. Twitter is Vicariously Liable For Alzabarah and Abouammo's Conduct.**

14 **i. As An Information Fiduciary, Twitter Has A Heightened Standard
15 Of Hiring, Retaining, And Supervising Its Employees.**

16 62. That Twitter—a global technology behemoth with virtually limitless
17 resources—purportedly failed to implement adequate internal controls over its employees,
18 when the very nature of its business is predicated on being a leader in such technologies,
19 not only strains credulity but demonstrates that Twitter was complicit in Abouammo and
20 Alzabarah's conduct. Indeed, Abouammo and Alzabarah were guided directly by Twitter
21 employees within the company's United Arab Emirates ("UAE")-based office at the
22 behest of the KSA. Twitter therefore had direct knowledge of Alzabarah and Abouammo's
23 conduct and knew that Alzabarah and Abouammo could not be trusted with Plaintiff's
24 personal data and information, and that Alzabarah and Abouammo posed a direct threat to
25 Plaintiff.
26
27

1 63. Plaintiff's account was quite easily breached by Alzabarah and Abouammo
2 who were granted unfettered access for the express purpose of gaining Plaintiff's private
3 and proprietary information. Even assuming, *arguendo*, that Twitter was not complicit in
4 these acts (which it was), the breach of Plaintiff's account was entirely foreseeable given
5 the unrestricted access afforded to these individuals, the lack of adequate supervision, and
6 the utter dearth of any internal control mechanism to monitor employees' conduct.
7

8 64. Twitter's is in the business of online global communication. Not only does
9 Twitter have the duty to protect all of its users, it has the technological capacity to do so.
10 As both a matter of law and commons sense, Twitter has a duty to ensure that, 1) its
11 employees are suitable for the job; 2) its employees are adequately supervised/monitored;
12 and 3) appropriate safeguards are in place to ensure that employees do not violate Twitter's
13 TOS, internal rules or any other law. Twitter breached these duties when it instructed
14 Alzabarah and Abouammo to breach Plaintiff's account, release Plaintiff's
15 confidential/privileged sources and list of followers, and improperly terminate/suspend his
16 Arabic-language account. At the very least, Twitter breached these duties when it hired,
17 retained, and failed to adequately supervise Alzabarah and Abouammo, leading to the
18 breach and release of Plaintiff's confidential/privileged sources and list of followers and the
19 termination/suspension of his Arabic-language account.
20
21

22 **ii. Twitter Ratified Alzabarah and Abouammo's Conduct**

23 65. Under California law, "an employer may be liable for an employee's act where the
24 employer either authorized the tortious act or subsequently ratified an originally unauthorized
25 tort." *C.R. v Tenet Healthcare Corp.*, 169 Cal. App. 4th 1094 (2009). Ratification can occur
26 "expressly or it may be adopted by implication based on conduct of the purported principal
27

1 from which an intention to consent to or adopt the act may be fairly inferred.” *Dickinson v*
2 *Cosby*, 37 Cal. App. 5th 1138, 1158 (2019).

3 66. Twitter is an information fiduciary and its special power over its users, and its
4 special relationship to its users, creates special duties to ensure that it does not harm the interest
5 of its users.²²

6
7 67. As alleged herein, Twitter was complicit in and/or ratified the conduct of its KSA
8 operative employees Alzabarah and Abouammo, and continues to be complicit in its
9 employees’ unlawful/tortious conduct by keeping Plaintiff’s Arabic-language Twitter account
10 terminated/suspended and withholding his confidential/privileged sources and list of followers
11 in its continuing allegiance to the KSA.

12 68. That Defendant ostensibly took remedial measures, purportedly cooperated with
13 federal authorities, and supposedly sent Plaintiff notifications of the data breaches does not
14 exculpate Defendant for its misfeasance and malfeasance. Indeed, the facts show just the
15 opposite: that in late 2015, the FBI told Twitter it had a KSA mole (Alzabarah) and that the
16 sensitive investigation was at an early stage. *The FBI explicitly asked Twitter to not tell*
17 *Alzabarah what was going on as it could hurt the investigation. Yet, Twitter told him anyway.*
18 Justice Department officials were furious with Twitter for ruining their case against Alzabarah,
19 who remains out of American reach.²³ Despite having authority and ability to detain Alzabarah
20 for officials to arrest him after he admitted to crimes, Twitter suspended him, reclaimed the
21 company laptop, and escorted him out. *He fled the US the next day and escaped justice.* In
22
23
24

25
26 ²² See *Information Fiduciaries* at 1186, *supra*; see also *Knight Securities, LP v Fiduciary Trust Co.*, 5 AD3d 172
(1st Dep’t 2004) (a determination of whether a special fiduciary relationship exists is highly fact-specific and
typically not resolvable at the pleading stage).

27 ²³ Bradley Hope & Justin Scheck, “A Saudi Prince’s Attempt to Silence Critics on Twitter”.
28 <https://www.wired.com/story/mohammed-bin-salman-twitter-investigation/> Last visited January 11, 2021.

1 turn, Defendant allowed Abouammo to continue to inappropriately access information inside
2 Twitter until March 1, 2016.

3 69. Twitter then told the FBI in December 2015 it was greatly restricting access to user
4 information. Yet, as of at least Summer 2020, over 1,000 employees and contractors could still
5 access and even change user data in violation of industry standards. There have been so many
6 account-spying episodes that Twitter's has given up trying to track them. The FBI has opened
7 an investigation into Twitter for national security concerns. Former Twitter employees and at
8 least one ex-FBI investigator noted that Twitter's focus on revenue eclipses security.

9
10 70. Twitter, quick to warn its employee decided to not issue a press release nor notify
11 the popular press, as it would do with other data breaches, and not Tweet about this incident.
12 It waited at least nine days before sending any notice (which Plaintiff did not even receive).

13
14 71. At the time the Saudi Royalty owned more Twitter stock than CEO, Jack Dorsey.²⁴
15 Certainly Twitter's willful obstruction of the FBI's investigation, which led to Alzabarah's
16 escape from justice, evidences Twitter's ratification of Alzabarah and Abouammo's conduct.
17 Moreover, while spying itself was ostensibly against Twitter's policies, it is a far cry to allege
18 that Alzabarah and Abouammo's conduct was a detour from their daily responsibilities given
19 that enjoying special access to Twitter's infrastructure, data, and information systems was not
20 just within the scope of their respective job duties, it was their job. Thus, the problem is not
21 simply that Alzabarah and Abouammo accessed and deprived Plaintiff of access to his account
22 and confidential/privileged sources and list of followers, it is that they weaponized this data
23

24
25 ²⁴ Saudi Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud is Twitter's second largest shareholder and owns more
26 shares than its founder and CEO Jack Dorsey. *See This Saudi Prince now owns more of Twitter than Jack Dorsey*
27 *does.* <https://qz.com/519388/this-saudi-prince-now-owns-more-of-twitter-than-jack-dorsey-does/> Indeed, this likely
28 explains Twitter's ongoing campaign to silence and censor critics and political pundits who fail to tow the company
line on its forum.

1 with impunity. It would be premature to rule that Defendant is not vicariously liable for its
2 employees' conduct before any meaningful discovery has taken place. This is particularly true
3 given that Defendant has unilateral access to information related to its knowledge and/or
4 complicity in its employees' acts. At the very least, Defendant's course of conduct—
5 notwithstanding its public assertions of federal cooperation (which are disputed by the facts)—
6 amounts to ratification because it continues to punish Plaintiff at the behest of the KSA by
7 terminating/suspending his Arab-language account and withholding his confidential/privileged
8 sources and list of followers.

9
10 72. Moreover, the most fundamental aspect of Twitter's security apparatus is to restrict
11 access to users' private information to those very few employees who actually need it.
12 Twitter's failure to do this means that it, at the very least, negligently supervised nearly
13 everyone who had unneeded access, including Abouammo and Alzabarah. It was reasonably
14 foreseeable that someone in a company with 3,900 employees might do this. Second, industry-
15 standard security required a system that generated real-time warning alerts when invasions of
16 private user data occurred. A system without such warning alerts—which people would
17 necessarily have to heed to—unequivocally falls short of industry standards and constitutes
18 failure to supervise. Twitter's disregard of the warning alerts that their security system was
19 generating constituted at least negligent supervision/retention of the two employees that were
20 invading private user data for KSA.
21

22
23 73. Beginning in December 2014 for Abouammo, and May 2015 for Alzabarah, their
24 improper accessing of private user data was setting off alerts in Twitter's security system. If
25 Twitter was paying attention to those alerts instead of ignoring them or looking the other way,
26 it would have investigated the two, which would have revealed that they were improperly
27 accessing private user data for KSA. This would have been even more apparent for Alzabarah,
28

1 who invaded some 6,000 sets of private account information, ostensibly for work purposes,
2 while he stayed in Saudi Arabia during a month-long personal leave from Twitter. Twitter
3 utterly failed to supervise the two KSA spies in its employ by failing to monitor the alerts and
4 as a result, negligently retained them without curtailing their improper access to private user
5 data. KSA, Twitter’s largest beneficial owner, must have been thrilled.
6

7 **b. Twitter Cannot Hide Behind Its Vague And Ambiguous Service Terms.**

8 74. While Twitter might argue that its TOS treat personal privacy as an entitlement that
9 end-users have consented to surrender and have no right to control, this argument has been
10 largely rejected because social media users generally do not understand the cumulative effects
11 of such agreements, which ultimately leave their privacy largely under-protected.²⁵ These users
12 also cannot rely on traditional contract law alone to adequately protect their information
13 privacy interests, at least with regard to websites with privacy policies.²⁶ Because Twitter users
14 understand that their personal data may be collected and that Twitter’s methods are beyond
15 their understanding, they seek reassurance that using its services are safe. But the details of
16 Twitter’s—ever-changing—privacy policies are buried within the fine print of its TOS and in
17 the code of the company’s information infrastructure.²⁷ Although the details of Twitter’s
18
19

20 ²⁵ See, e.g., M. Ryan Calo, *The Boundaries of Privacy Harm*, 86 Ind. L.J. 1131, 1149 (2011) (“Many consumers
21 have little idea how much of their information they are giving up or how it will be used.”); A. Michael Froomkin,
22 *The Death of Privacy?*, 52 Stan. L. Rev. 1461, 1502 (2000) (“[C]onsumers suffer from privacy myopia: they will
23 sell their data too often and too cheaply.”); Daniel J. Solove, *Privacy and Power: Computer Databases and
24 Metaphors for Information Privacy*, 53 Stan. L. Rev. 1393, 1452 (2001) (“It is difficult for the individual to
25 adequately value specific pieces of personal information.”). Information and learning costs often deter effective
26 contracting. See, e.g., Fred H. Cate, *The Failure of Fair Information Practice Principles, in Consumer Protection
27 In The Age Of The “Information Economy”*, 341, 360-61 (Jane K. Winn ed., 2006) (noting that privacy policies are
28 often difficult to understand and therefore most Americans do not read them).

²⁶ Daniel J. Solove & Woodrow Hartzog, *The FTC and the New Common Law of Privacy*, 114 Colum. L. Rev. 583,
596 (2014).

²⁷ See, e.g., Alexis C. Madrigal, *Reading the Privacy Policies You Encounter in a Year would Take 76 Work Days*,
ATLANTIC (Mar. 1, 2012), <http://www.theatlantic.com/technology/archive/2012/03/reading-the-privacy-policies-you-encounter-in-a-year-would-take-76-work-days/253851/> (“The collective weight of the web’s data collection practices is so great that no one can maintain a responsible relationship with his or her own data.”).

1 privacy policies are technically public, the meaning and practical consequences are not
2 easy for the average user, such as Plaintiff, to understand. Yet another type of information
3 asymmetry lies in the fact that Twitter’s information infrastructure is kept secret. By
4 presenting itself as a trustworthy custodian of users’ private data, and by emphasizing that
5 in order to maintain security and competitiveness it cannot be fully transparent, Twitter
6 induces relations of trust from its users so that its users will continue to use its services.
7 As a result, new types of fiduciary relationships and fiduciary obligations arise that are
8 recognizable under the law and which require companies like Twitter to protect more
9 things than they expressly set out in their TOS. This is particularly true given that Twitter’s
10 TOS/privacy policies are vague and ambiguous and fail to adequately warn its users how
11 their data can be used. *See* Cal. Civ. Code § 1654 (“the language of a contract should be
12 interpreted most strongly against the party who caused the uncertainty to exist.”).

13
14
15 75. Twitter must be held accountable for violating its own privacy policies and
16 cannot be permitted to continue its con game – gaining the trust and confidence of its users
17 in order to act against the users’ interests later on.²⁸ Indeed, the premise of a con game is
18 just the mirror image of the concept of a fiduciary duty: if Twitter induces a user to treat
19 it with confidence, Twitter cannot turn around and betray that confidence.²⁹ At a minimum,
20

21
22 ²⁸ *See* M. Allen Henderson, *Flim-Flam Man: How Con Games Work*, 3 (1985) (“As the term implies, the confidence
23 artist gains the *confidence* of his victim in order to defraud him.”); Lionel S. Lewis, *Con Game: Bernard Madoff
24 and His Victims*, 2-3 (2012) (“What all con games have in common is that they attempt to victimize . . . by gaining
25 the confidence of marks or victims.”).

26 ²⁹ *See, Information Fiduciaries, supra* at 1224, “Online service providers act like con men when they assure people
27 that they will treat them fairly in order to obtain their business — and their data — and then betray them. In
28 confidence games, betrayal may occur in wholly unexpected ways; indeed, if the mark saw the betrayal coming,
they would not fall for it. We might make a similar point about the potential dangers of the digital world. Digital
businesses are supposed to be creative; that is how they succeed. Yet, one side effect of being creative means that
businesses will probably come up with ever new ways to use personal data, and therefore ever new ways to betray
their end-users. The point of treating them as information fiduciaries is to encourage creativity without facilitating
betrayal.”

1 because Twitter holds itself out as trustworthy and encourages the disclosure of personal
2 information that places its users in a vulnerable position, it should be held accountable for
3 its representations. Twitter, as an information fiduciary, must be held to a reasonable
4 ethical standard of trust and confidentiality, irrespective of whether it makes specific
5 representations.

6
7 76. To this end, Twitter's termination/suspension of Plaintiff's Arabic-language
8 account was entirely unjustified. While Twitter might argue that its basis for terminating
9 Plaintiff's account is a direct message allegedly sent to another user (whom Twitter has
10 not revealed the identity of nor revealed the context in which the alleged statement was
11 made), Plaintiff disavows any knowledge of this alleged statement. That Twitter might
12 believe the fine print of its TOS exculpate it from any liability, as explained above, it does
13 not.³⁰ Plaintiff most certainly had/has a reasonable expectation that his
14 information/account would be protected based upon general market services and, broadly
15 speaking, the reasonable understanding that while using its platform, Twitter would
16 function as Section 230 anticipates rather than the arm of a hostile government or with
17 negligence amounting to same. If a landlord is so lax that it leaves the front and back door
18 open (as Twitter has done), at some point the landlord is responsible for crimes that occur
19 therein. In like fashion, Twitter has put out a doormat for Saudi operatives to compromise
20 Plaintiff's data and confidential/privileged sources and followers. Twitter has misrepresented
21 itself and its platform, thereby exposing Plaintiff not just to scorn or ridicule but to danger.
22
23
24
25
26

27 ³⁰ See, e.g., M. Ryan Calo, *The Boundaries of Privacy Harm*, 86 IND. L.J. 1131, 1149 (2011) ("Many consumers
28 have little idea how much of their information they are giving up or how it will be used.").

1 77. Twitter has done so deliberately under the direction of, and in full cooperation
2 with, the KSA.

3
4 **G. Twitter Has Violated The Wiretap Act**

5 78. The Wiretap Act provides a private right of action against any person who
6 “intentionally intercepts . . . any wire, oral, or electronic communication.” *In re iPhone App.*
7 *Litig.*, 844 F. Supp. 2d. 1040, 106 (N.D. Cal. 2012) (hereinafter “*iPhone IP*”)1. The objective
8 of the Wiretap Act is to protect the privacy of communications. *See Gelbard v. United States*,
9 408 U.S. 41, 48 (1972).

10 79. Twitter intentionally intercepted Plaintiff’s *Tweets, private messages, direct*
11 *message, online chats, friend requests, file transfers, file uploads, and file downloads*, not
12 merely his emails. This is very different than the e-mails Defendant erroneously alleges are
13 at the center of Plaintiff’s claims.³¹ Plaintiff’s private messages, direct message, online chats,
14 file transfers, file uploads, and file downloads were improperly intercepted and qualify as
15 “contents” of a communication under the Wiretap Act.³²

16 80. Once again, Twitter authorized and was complicit in these intentional Wiretap Act
17 violations.

18
19 **CLAIMS FOR RELIEF**

20 **CLAIM ONE**

21 **Violations of the Electronics Communications Privacy Act (“EPCA”)**
22 **(18 U.S.C. §§ 2511, *et seq.*)**
23 **(Against All Defendants)**

24
25
26
27
28

³¹ *See In re Google Inc. Street View Electronic Commc’ns Litig.*, 794 F. Supp. 2d 1067, 1078-79, 1082 (N.D. Cal. 2001) (upholding plaintiffs’ Wiretap Act claims against Google, stating that “Congress amended the Wiretap Act to provide statutory privacy protection and a civil right of action for interceptions of electronic communications, including, inter alia, computer-to-computer transmissions and electronic mail” and finding that Google “intercept[ed] Plaintiffs’ data packets, arguably electronic communications, from Plaintiffs’ personal Wi-Fi networks”).

³² *See* 18 U.S.C. § 2510(8) (defining “contents” as “includ[ing] any information concerning the substance, purport, or meaning of that communication”); *In re United States*, 885 F. Supp. 197, 199 (CD Cal 1995).

1 81. Plaintiff incorporates by reference the allegations contained in the foregoing
2 paragraphs as though fully set forth herein.

3 82. The Electronic Communications Privacy Act, 18 U.S.C. §§ 2510, *et seq.* (the
4 “ECPA”) broadly defines an “electronic communication” as “any transfer of signs, signals,
5 writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by
6 a wire, radio, electromagnetic, photoelectronic or photo optical system that affects interstate
7 or foreign commerce. . . .” 18 U.S.C. § 2510(12).

8 83. The ECPA defines “electronic communications system” as any wire, radio,
9 electromagnetic, photo optical or photoelectronic facilities for the transmission of wire or
10 electronic communications, and any computer facilities or related electronic equipment for
11 the electronic storage of such communications. 18 U.S.C. § 2510(14).

12 84. The ECPA broadly defines the contents of a communication. Pursuant to the
13 ECPA, “contents” of a communication, when used with respect to any wire, oral, or electronic
14 communications, include any information concerning the substance, purport, or meaning of
15 that communication. 18 U.S.C. § 2510(8). The definition thus includes all aspects of the
16 communication itself. The privacy of the communication to be protected is intended to be
17 comprehensive.

18 85. Plaintiff’s personal computer and computer network constitutes an “electronic
19 computer system.” Plaintiff transmits “electronic communications” by and through his
20 computers and computer network in the form of, among other things, Tweets, private
21 messages, direct message, online chats, friend requests, file transfers, file uploads, and file
22 downloads.

23 86. Defendants’ conduct violated 18 U.S.C. § 2511(1)(a) because they intentionally
24 intercepted and endeavored to intercept Plaintiff’s electronic communications to, from, and
25 within their computers and computer networks.

26 87. Defendants’ conduct violated 18 U.S.C. § 2511(1)(d) because they used and
27 endeavored to use the contents of Plaintiff’s electronic communications to profit from their
28

1 unauthorized collection and sale to the KSA, knowing and having reason to know that the
2 information was obtained through interception in violation of 18 U.S.C. § 2511(1).

3 88. Defendants intentionally obtained and/or intercepted, by device or otherwise,
4 these electronic communications, without the knowledge, consent or authorization of
5 Plaintiff.

6 89. Plaintiff suffered harm as a result of Defendants' violations of the ECPA, and
7 therefore seeks 1) preliminary, equitable and declaratory relief as may be appropriate; 2) the
8 sum of the actual damages suffered and the profits obtained by Defendants as a result of their
9 unlawful conduct, or statutory damages as authorized by 18 U.S.C. § 2520(2)(B), whichever
10 is greater, 3) punitive damages; and 4) reasonable costs and attorneys' fees.

11
12 **CLAIM TWO**
13 **Violations of the Computer Fraud and Abuse Act ("CFAA")**
14 **(18 U.S.C. § 1030)**
15 **(Against All Defendants)**

16 90. Plaintiff incorporates by reference the allegations contained in the foregoing
17 paragraphs as though fully set forth herein.

18 91. Defendants intentionally accessed a computer without authorization and/or
19 exceeded any authorized access and in so doing intentionally breached Twitter's Terms of
20 Service ("TOS") and Privacy Policy.

21 92. Defendants illegally obtained this information from a protected computer
22 involved in interstate or foreign communication.

23 93. By scanning and removing information from local and network files, monitoring
24 internet behavior, including keystroke logging consumer input, and injecting and extracting
25 code and data onto and from Plaintiff's computer, Defendants accessed Plaintiff's computers,
26 in the course of interstate commerce and/or communication, in excess of the authorization
27 provided by Plaintiff as described in 18 U.S.C. § 1030(a)(2)(C).

1 94. Defendants violated 18 U.S.C. § 1030(a)(2)(C) by intentionally accessing
2 Plaintiff's and Class Members' computers and computer networks without authorization
3 and/or by exceeding the scope of that authorization.

4 95. Plaintiff's computer is protected computers pursuant to 18 U.S.C. § 1030(e)(2)(B)
5 because it is used in interstate commerce and/or communication.

6 96. By assessing, collecting, and transmitting Plaintiff's computer data without
7 authorization, Defendants intentionally caused damage to his computer by impairing the
8 integrity of information and/or data.

9 97. Through the conduct described herein, Defendants have violated 18 U.S.C. §
10 1030(a)(5)(A)(iii).

11 98. As a result, Defendants' conduct has caused a loss to Plaintiff in an amount
12 exceeding \$1,000,000 in value in real economic damages.

13 99. Plaintiff expended time, money, and resources to investigate and remedy
14 Defendants' breaches of his computer.

15 100. Plaintiff has additionally suffered loss by reason of these violations, including,
16 without limitation, violation of the right of privacy.

17 101. Defendants' actions were knowing and/or reckless and caused harm to Plaintiff.

18 **CLAIM THREE**
19 **Violations of the Stored Communications Act**
20 **(18 USC §§ 2701, *et seq.*)**
21 **(Against All Defendants)**

22 102. Plaintiff incorporates by reference the allegations contained in the foregoing
23 paragraphs as though fully set forth herein.

24 103. The Electronic Communications Privacy Act, 18 U.S.C. §§ 2510, *et seq.* (the
25 "ECPA") broadly defines an "electronic communication" as "any transfer of signs, signals,
26 writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by
27 a wire, radio, electromagnetic, photoelectronic or photo optical system that affects interstate
28

1 or foreign commerce. . . .” 18 U.S.C. § 2510(12). The Stored Communications Act
2 incorporates this definition.

3 104. Pursuant to the ECPA and Stored Communications Act (“SCA”), “electronic
4 storage” means any “temporary storage of a wire or electronic communication incidental to
5 the electronic transmission thereof.” 18 U.S.C. § 2510(17)(A). This type of electronic storage
6 includes communications in intermediate electronic storage that have not yet been delivered
7 to their intended recipient.

8 105. The SCA mandates, among other things, that it is unlawful for a person to obtain
9 access to stored communications on another’s computer system without authorization. 18
10 U.S.C. § 2701.

11 106. Congress expressly included provisions in the SCA to address this issue so as to
12 prevent “unauthorized persons deliberately gaining access to, and sometimes tampering with,
13 electronic or wire communications that are not intended to be available to the public.” S. Rep.
14 No. 99–541, 35, 1986 U.S.C.C.A.N. 3555, 3589.

15 107. Defendants have violated 18 U.S.C. § 2701(a)(1) because they intentionally
16 accessed consumers-users’ communications without authorization and obtained, altered
17 and/or prevented authorized access to a wire or electronic communication while on Twitter’s
18 platform by blocking Plaintiff’s access to Twitter’s platform without justification and at the
19 behest of the KSA. Defendants had actual knowledge of, and benefited from, this practice.

20 108. Additionally, Defendants have violated 18 U.S.C. § 2701(a)(2) because they
21 intentionally exceeded authorization to access consumers-users’ communications and
22 obtained, altered and/or or prevented authorized access to a wire or electronic communication
23 while on Twitter’s platform by blocking Plaintiff’s access to Twitter’s platform without
24 justification and at the behest of the KSA. Defendants had actual knowledge of, and benefited
25 from, this practice.

26 109. Defendants have also violated 18 U.S.C. § 2701(a)(2) because they intentionally
27 exceeded authorization to access consumers-users’ communications and obtained, altered
28

1 and/or prevented authorized access to a wire or electronic communication while in electronic
2 storage by accessing files on the Plaintiff's network without permission.

3 110. As a result of Defendants' conduct described herein and their violation of § 2701,
4 Plaintiff has suffered injuries to his privacy rights, and economic harm due to Defendants'
5 unjust enrichment at his expense. Plaintiff seeks an order enjoining Defendants' conduct
6 described herein and awarding him the maximum statutory and punitive damages available
7 under 18 U.S.C. § 2707.

8 **CLAIM FOUR**
9 **Violation of California's Unfair Competition Law ("UCL") California Business and**
10 **Professions Code § 17200, et seq.**
11 **(Against Twitter)**

12 111. Plaintiff incorporates by reference the allegations contained in the foregoing
13 paragraphs as though fully set forth herein.

14 112. The UCL defines "unfair business competition" to include any "unlawful, unfair
15 or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading"
16 advertising. Cal. Bus. Prof. Code § 17200.

17 113. The UCL imposes strict liability. Plaintiff need not prove that Twitter
18 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices –
19 but only that such practices occurred.

20 **I. "Unfair" Prong**

21 114. A business act or practice is "unfair" under the UCL if it offends an established
22 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to
23 consumers, and that unfairness is determined by weighing the reasons, justifications and
24 motives of the practice against the gravity of the harm to the alleged victims.

25 115. Twitter's actions constitute "unfair" business practices because, as alleged above,
26 Twitter engaged in misleading and deceptive policies that represented false reference terms
27 and correspondingly disparate/deleterious implementation, as well as aiding and abetting the
28 unauthorized access of its consumers-users' accounts. The rules and policies Twitter posted

1 and advertised lulled Plaintiff into a false sense of security but were nothing more than
2 platitudes observed in the breach in order to preserve Middle East market access and appease
3 a major shareholder. Similarly, Twitter's aiding and abetting of Alzabarah and Abouammo's
4 conduct resulted in the unauthorized access to, and theft and dissemination of
5 confidential/proprietary information from, its consumers-users' computers. Twitter's acts
6 and practices offended an established public policy of transparency in policy making, as well
7 as the established public policy of protecting private/confidential information, and engaged
8 in immoral, unethical, oppressive, and unscrupulous activities that are substantially injuries
9 to consumers-users.

10 116. The harm to Plaintiff outweighs the utility of Twitter's practices. There were
11 reasonably available alternatives to further Twitter's legitimate business interests other than
12 the misleading and deceptive conduct described herein.

13 **II. "Fraudulent" Prong**

14 117. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
15 members of the consuming public.

16 118. Twitter's acts and practices above constitute fraudulent business acts or practices
17 as they have deceived Plaintiff and are highly likely to deceive members of the consuming-
18 user public. Plaintiff relied on Twitter's fraudulent and deceptive representations regarding
19 its policies for services, and promise to protect private/confidential information, which
20 Twitter offers on Twitter's website. These misrepresentations played substantial role in
21 Plaintiff's decision to utilize Twitter's website and services to generate, support, and bolster
22 his business, and Plaintiff would not have utilized Twitter's website and services without
23 Twitter's misrepresentations.

24 **III. "Unlawful" Prong**

25 119. A business act or practice is "unlawful" under the UCL if it violates any other law
26 or regulation.

1 20. Twitter’s acts and practices alleged above constitute unlawful business acts or
2 practices as they have violated state and federal law in connection with their deceptive
3 policies in order to aid and abet in the unlawful access, theft, and dissemination of
4 private/confidential information of its consumers-users. The Federal Trade Commission’s
5 Act (“FTCA”) prohibits “unfair or deceptive acts or practices in or affecting commerce” (15
6 U.S.C. § 45(a)(1)), and the Electronics Communications Privacy Act of 1986 (“ECPA”) (18
7 U.S.C. § 2511), which makes it unlawful to intercept, use and/or disclose—or assist in the
8 intercepting, use, and/or disclosure of—the contents of electronic communications.

9 21. Likewise, the Computer Fraud and Abuse Act (“CFAA”) prohibits the
10 transmission of information from and/or the unauthorized access of a “protected computer”
11 resulting in damage or loss (18 U.S.C. § 1030(a)(5)). The “term ‘protected
12 computer’ means a computer— (B) which is used in or affecting interstate or foreign
13 commerce or communication, including a computer located outside the United States that is
14 used in a manner that affects interstate or foreign commerce or communication of the United
15 States (§18 U.S.C. § 1030(e)(2))³³.

16 22. In addition to federal law, California law also expressly prohibits knowingly and
17 without permission accessing, causing, and/or assisting in the accessing of a computer data
18 and computer system. *See* California Penal Code (“Cal. Penal Code”) § 502. “In contrast to
19 the CFAA, the California statute does not require *unauthorized* access. It merely requires
20 *knowing* access.” *United States v. Christensen*, 828 F.3d 763, 789 (9th Cir. 2016), *cert.*
21 *denied*, 137 S. Ct. 628 (2017) (emphasis in original) (“the term ‘access’ as defined in the
22 California statute includes logging into a database with a valid password and subsequently
23 taking, copying, or using the information in the database improperly.”). In pertinent part, a
24 Computer Crime under Cal. Penal Code § 502 includes the following:

25
26
27 ³³ Similarly, the Antiterrorism Act of 1990 prohibits “harboring or concealing terrorists” (18 U.S.C. § 2339),
28 “providing material support to terrorists” (18 U.S.C. § 2339A), “providing material support or resources to
designated foreign terrorist” (18 U.S.C. § 2339B), and the “financing of terrorism” (18 U.S.C. § 2339C).

1 (1) Knowingly accesses and without permission alters, damages,
2 deletes, destroys, or otherwise uses any data, computer, computer
3 system, or computer network in order to either (A) devise or
4 execute any scheme or artifice to defraud, deceive, or extort, or (B)
5 wrongfully control or obtain money, property, or data.

6 (2) Knowingly accesses and without permission **takes, copies, or**
7 **makes use of any data from a computer, computer system, or**
8 **computer network**, or takes or copies any supporting
9 documentation, whether existing or residing internal or external to
10 a computer, computer system, or computer network.

11 (3) Knowingly and without permission uses or causes to be used
12 computer services.

13 ...

14 (5) Knowingly and without permission disrupts or **causes the**
15 **disruption of** computer services or denies or causes the denial of
16 computer services to an authorized user of a computer, computer
17 system, or computer network.

18 (6) Knowingly and without permission provides or **assists in**
19 **providing** a means of accessing a computer, computer system, or
20 computer network in violation of this section.

21 (7) Knowingly and without permission accesses or **causes to be**
22 **accessed** any computer, computer system, or computer network.

23 Cal. Penal Code § 502(c)(1),(2),(3),(5), (6) and (7) (emphasis added).

24 123. An individual or entity can be guilty of violating Cal. Penal Code § 502(c) by
25 “assisting in providing means of accessing” and/or “caus[ing] to be accessed any computer,
26 computer system, or computer network.” *Id.*

27 124. The violation of any law constitutes an “unlawful” business practice under the
28 UCL.

123. Twitter’s practices and conduct, as set forth above, have misled Plaintiff and the
public in the past and will continue to mislead in the future. Consequently, Twitter’s practices
constitute an unlawful, fraudulent, and unfair business practice within the meaning of the
UCL.

1 126. Twitter's violation of the UCL, through its unlawful, unfair, and fraudulent
2 business practices, are ongoing and present a continuing threat that Plaintiff and the public
3 will be deceived into utilizing their services that are subject to arbitrarily enforced policies
4 and deliberately compromised private/confidential information of its consumers-users like
5 Plaintiff.

6 127. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent injunctive
7 relief and order Twitter to cease this unfair competition, as well as disgorgement and
8 restitution to Plaintiff and of all profits lost and Twitters' revenues associated with its unfair
9 competition, or such portion of those lost profits and/or revenues as the Court may find
10 equitable.

11 **CLAIM FIVE**
12 **Unjust Enrichment**
13 **(Against Twitter)**

14 128. Plaintiff hereby incorporates by reference each and every allegation contained in
15 the foregoing paragraphs as though fully set forth herein.

16 129. Upon all information and belief, Plaintiff conferred a monetary benefit upon
17 Defendant Twitter. The same being achieved by use and sale of Plaintiff's personal data and
18 exclusive content, including email addresses, contacts, phone numbers, and IP addresses of
19 various followers of Plaintiff, all of which was obtained by the unlawful, or at the very least,
20 unauthorized mining of Twitter's internal systems conducted by employees and/or agents of
21 Defendant Twitter.

22 130. Twitter appreciates or has knowledge of such benefit, as demonstrated by its
23 public representations and filings regarding its consumers-users' online activity.

24 131. Under principles of equity and good conscience, Twitter should not be permitted
25 to retain the money obtained by selling information about Plaintiff to the KSA, which Twitter
26 has unjustly obtained as a result of its unlawful actions.
27

- c. Failing to ensure that all necessary measures were being taken in order to properly and effectively safeguard Plaintiff's account and personal information;
- d. Failing to follow its own internal rules, policies, and procedures;
- e. Deliberately disclosing and/or assisting in the disclosure of Plaintiff's sensitive, confidential, and proprietary information to the KSA in violation of its own internal policies, federal and California law;
- f. Allowing its employees to access and tamper with, access and share information from, send out fraudulent, fictitious, or false messages to other users from, and otherwise sabotage Plaintiff's Twitter account;
- g. Suspending Plaintiff's Twitter account without adequate justification;
- h. Preventing Plaintiff from continuing to use or accessing his Twitter account; and
- i. Failing to adequately or meaningfully address and consider Plaintiff's appeal from the suspension of his account.

148. Plaintiff has suffered damages as a direct and proximate result of Twitter's breach of the user agreement and Twitter's policies including, but not limited to, the following.

- a. Long-term injury and damage to his professional reputation and career
- b. Loss of compensation, wages, and income
- c. Loss of employment and freelance opportunities, interviews, and events at other institutions; and
- d. Emotional pain and suffering.

149. As a direct and legal result of Twitter's breach of the Contract, Plaintiff has been damaged in an amount to be determined at trial, but which is in excess of \$75,000.

1 154. Twitter has reneged on its promise so as to violate the binding Agreement between
2 Twitter and Plaintiff, as well as breached the assertions referenced above, both expressly and
3 by its conduct.

4 155. The aforementioned wrongful acts of Twitter caused and are continuing to cause
5 irreparable injury to Plaintiff and will continue to cause damage to Plaintiff in an amount in
6 excess of the jurisdictional limits of this Court.
7

8 **CLAIM NINE**
9 **Intrusion Upon Seclusion**
10 **(Against All Defendants)**

11 156. Plaintiff hereby incorporates by reference each and every allegation contained in
12 the foregoing paragraphs as though fully set forth herein.

13 157. Section 3.3 of Twitter's 2015 Privacy Policy, which, upon information and belief,
14 mirror the terms that were in place during the relevant period, states, in pertinent part, that

15 Notwithstanding anything to the contrary in this Privacy Policy or
16 controls we may otherwise offer to you, we may preserve, use, share,
17 or disclose your personal data or other safety data if we believe that
18 it is **reasonably necessary to comply with a law, regulation, legal**
19 **process, or governmental request:** to protect the safety of any
20 person; to protect the safety or integrity of our platform, including
21 to help prevent spam, abuse, or malicious actors on our services, or
22 to explain why we have removed content or accounts from our
23 services; to address fraud, security, or technical issues; or to protect
24 our rights or property or the rights or property of those who use our
25 services. However, nothing in this Privacy Policy is intended to limit
26 any legal defenses or objections that you may have to a third party's,
27 including a government's, request to disclose your personal data.

28 158. Thus, while Twitter retained the right to share or disclose certain personal data
under limited conditions, Twitter did not have the right to sell or share Plaintiff's private
information to the KSA, and doing so was a breach of its very policies. Indeed, even without
an expression provision, selling or transferring such information to a foreign state actor known

1 to severely sanction critics would be a violation of good faith which is part and parcel of this
2 agreement.

3 159. Pursuant to Twitter's 2015 Terms, Plaintiff had a reasonable expectation that his
4 personal data, including contacts, private messages, confidential sources, and other
5 proprietary information contained within his Twitter account would be protected against
6 unlawful access, breach, and dissemination.
7

8 160. Defendants, without authorization, intentionally invaded Plaintiff's private affairs
9 by unlawfully, and in contravention of Twitter's policies, rules, and regulations, breached
10 Plaintiff's account, gained access to his personal, confidential, and proprietary data and
11 information including, but not limited to, private messages, contacts, confidential sources,
12 conversations, and data, and provided the foregoing to the KSA.
13

14 161. The aforementioned invasion of Plaintiff's affairs is offensive to a reasonable
15 person insofar as it involved private and confidential communications between Plaintiff and
16 his journalistic sources, many of whom put their lives at risk to offer information, and some
17 of whom were imprisoned or simply disappeared as a result of Defendants' unlawful spying.

18 162. As of result of the foregoing, Plaintiff has suffered and continues to suffer severe
19 mental anguish and suffering, and pecuniary harm.
20

21 **COUNT TEN**
22 **Negligent Hiring, Supervision, and Retention**
23 **(Against Twitter)**

24 163. Plaintiff hereby incorporates by reference each and every allegation contained in
25 the foregoing paragraphs as though fully set forth herein.

26 164. Twitter knew, or should have known, that Alzabarah and Abouammo were unfit,
27 incompetent, and/or otherwise too compromised to perform their job duties and therefore posed
28 a risk to Twitter users including, but not limited to, Plaintiff, because of Alzabarah and

1 Abouammo's allegiance and loyalty to, and close relationship with, the KSA and its associates,
2 as well as their obvious propensities to engage in the conduct that caused injuries to Plaintiff
3 as described herein. Upon information and belief, had Twitter performed an appropriate
4 background and screening test, it would have revealed that Alzabarah and Abouammo had
5 troubling and suspicious relationships with key members of the KSA including, but not limited
6 to, Asaker, MBS's top aide and the ultimate mastermind behind the Twitter spying scandal.
7

8 165. The conduct engaged in by Alzabarah and Abouammo, as alleged herein, was
9 avoidable and would not have occurred had Twitter implemented and exercised appropriate
10 hiring and screening practices.

11 166. Twitter failed to exercise reasonable care, and failed to implement policies,
12 practices, and both procedural and oversight safeguards that could have, and would have,
13 prevented the acts perpetrated by Alzabarah and Abouammo. The conduct engaged in by
14 Alzabarah and Abouammo, as alleged herein, was avoidable and would not have occurred had
15 Twitter implemented and exercised appropriate supervisory and oversight practices over its
16 employees. This further demonstrated by the fact that, at least as asserted by Twitter, it took
17 them at least one year to even detect the improper and criminal actions of Alzabarah and
18 Abouammo.
19

20 167. Twitter had advanced knowledge that Alzabarah and Abouammo were causing
21 harm to Twitter users, including Plaintiff, and that a failure to remedy or mitigate the problem
22 would result in a catastrophic event, which foreseeably would lead to harm and/or injuries to
23 Twitter users including Plaintiff. Twitter had complete control over the hiring, supervision,
24 and retention of Alzabarah and Abouammo, but failed to implement the appropriate
25 mechanism to adequately supervise these individuals. The wrongful acts and/or omissions of
26 Twitter, as set forth herein, were made, adopted, approved, authorized, endorsed and/or ratified
27

1 by Twitter, its officers, directors, managing agents and/or employees, and were done
2 maliciously, oppressively, fraudulently and/or with a willful and knowing disregard of the
3 probable consequences for the safety and privacy of Plaintiff and the Twitter community at
4 large.

5
6 168. Twitter acted with malice, oppression and/or fraud in a manner that is shocking
7 and offensive, thereby entitling Plaintiff to an award of punitive damages in an amount to be
8 determined at trial.

9
10 **COUNT ELEVEN**
CIVIL CONSPIRACY
(Against All Defendants)

11 169. Plaintiff hereby incorporates by reference each and every allegation contained in
12 the foregoing paragraphs as though fully set forth herein.

13 170. At all times hereinafter mentioned, Defendants, each and every one of them,
14 agreed and/or combined to engage in a civil conspiracy by formulating and operating an
15 employment relationship for the conscious commitment to allow the individual Defendants,
16 acting through purposeful acts of espionage, to improperly acquire and gain access to
17 Plaintiff's private information for the sole purpose of silencing and injuring Plaintiff and/or
18 others who had direct contact with him through the use of Defendant Twitter's public and
19 private platform features. This commitment to silence and injure Plaintiff and his followers
20 was accomplished not only by the individual acts of Defendants Alzabarah and Abouammo,
21 but by Defendant Twitter aiding and abetting the conspiracy by effectively suspending,
22 banning, and otherwise rendering Plaintiff's public account inaccessible.

23
24
25 171. At all times hereinafter mentioned and upon all information and belief,
26 Defendants, each and every one of them, agreed and/or combined to engage in a conspiracy
27 to commit the unlawful acts described above.

1 172. At all times hereinafter mentioned and upon all information and belief,
2 Defendants, each and every one of them, agreed and/or combined to engage in a conspiracy
3 of which the principal element was to inflict wrongs against and/or injury on Plaintiff.

4 173. At all times hereinafter mentioned and upon all information and belief,
5 Defendants, each and every one of them, combined to engage in a conspiracy that was
6 furthered by over acts.
7

8 174. At all times hereinafter mentioned, Defendants, each and every one of them,
9 acquired, possessed, and maintained a general knowledge of the conspiracy's objectives to
10 inflict wrongs against and/or injury on Plaintiff as described above.

11 175. Upon all information and belief, Defendants, each and every one of them,
12 combined to engage in a scheme that was intended to violate the law and the rights of Plaintiff
13 and the public-at-large.
14

15 176. In committing the acts described above, Plaintiff suffered actual damages,
16 including emotional distress, mental suffering, and significant injuries to his personal and
17 professional reputations.

18 177. In committing the acts described above, Defendants acted with malice toward
19 Plaintiff, and therefore is entitled to recover in such amount as will sufficiently punish
20 Defendants, jointly and severally, for their willful and malicious conduct and as will serve as
21 an example to prevent a repetition of such conduct in the future.
22

23 **COUNT TWELVE**
24 **NEGLIGENCE**
(Against Twitter)

25 178. Plaintiff hereby incorporates by reference each and every allegation contained in
26 the foregoing paragraphs as though fully set forth herein.
27

1 179. At all times hereinafter mentioned, Defendants Alzabarah and Abouammo were
2 employed by Defendant Twitter.

3 180. At all times hereinafter mentioned, Defendants Alzabarah and Abouammo were
4 agents, servants and/or employees of Defendant Twitter.

5 181. At all times hereinafter mentioned, Defendants Alzabarah and Abouammo were
6 acting within the course and scope of their employment with Defendant Twitter.
7

8 182. At all times hereinafter mentioned, Defendants Twitter was and is liable for the acts
9 of Defendants Alzabarah and Abouammo under the doctrine of *respondeat superior*.

10 183. At all times hereinafter mentioned, Defendant Twitter maintained control over its
11 internal policies, practices, and safeguards for securing its internal database, users' personal
12 and private data.

13 184. At all times hereinafter mentioned, Defendant Twitter maintained control over the
14 acts and duties of employees/Defendants Alzabarah and Abouammo.

15 185. At all times hereinafter mentioned, upon information and belief, Defendant Twitter
16 negligently and/or recklessly failed to implement policies, practices, and both procedural and
17 oversight safeguards that could have, and would have, prevented the acts perpetrated by
18 Alzabarah and Abouammo as described herein.
19

20 186. At all times hereinafter mentioned, Defendant Twitter failed to use reasonable care
21 in its supervision and monitoring of Alzabarah and Abouammo.
22

23 187. At all times hereinafter mentioned, upon information and belief, Defendant Twitter
24 negligently and/or recklessly authorized Defendants to possess and use unfettered access to
25 Twitter's internal database and users' personal and private data for the purpose of unlawfully
26 obtaining Plaintiff's private information.
27

1 188. At all times hereinafter mentioned, Defendant Twitter, as a private operator of a
2 public platform, has a legal duty to use reasonable and due care in operating, managing, and
3 providing safeguards for securing its internal database, so as not to injure Plaintiff.

4 189. As a direct and proximate result of Defendant Twitter’s recklessness and
5 negligence, Plaintiff was caused to suffer actual damages, including emotional distress, mental
6 suffering, and injury to his personal and professional reputations, without any negligence on
7 the part of Plaintiff contributing thereto.
8

9 **COUNT THIRTEEN**
10 **REPLEVIN-CLAIM AND DELIVERY**
11 **(Against Twitter)**

12 190. Plaintiff hereby incorporates by reference each and every allegation contained in
13 the foregoing paragraphs as though fully set forth herein.

14 191. Plaintiff has a rightful property interest and right to possession in and use of any
15 and all information related to subscribers to his Twitter posts who followed his posting and
16 pronouncements and editorials on matters of common interest.

17 192. Plaintiff spent many years of time and effort cultivating and curating his expansive
18 list of Twitter followers and business contacts which totaled approximately 36,000 at the time
19 in which Defendants abruptly and wrongfully withheld access.

20 193. Plaintiff’s approximately 36,000 subscribers lists with associated data constitute a
21 valuable intellectual and proprietary property—particularly insofar as it has earned Plaintiff
22 credibility, career nods and income correlated to this huge universe of persons interested in
23 unvarnished coverage of the KSA’s activities provided from a pro-democracy and pro-human
24 rights vantage point.
25
26
27

1 194. Defendants individually and collectively have wrongfully withheld from Plaintiff
2 access to his 36,000 followers/subscribers lists while upon information and belief using or
3 misusing, selling or transferring or simply shelving this data.

4 195. Upon information and belief Defendants have for far too long operated in the dark,
5 accountable to no one, saying one thing while doing another without an iota of transparency
6 while donning a mantle of integrity and faux objectivity while converting amassed data to their
7 own pecuniary purposes.

8 196. Under principles of equity and good conscience Defendants should not be permitted
9 to retain these lists or restrict or withhold access to this list of approximately 36,000 patrons of
10 Plaintiff's journalistic and humanitarian coverage which Defendants have wrongfully withheld
11 as a result of their unlawful actions and/or post-hoc rationalization sanctions.

12 197. Upon information and belief this list is segregated and tagged 'so to speak' and
13 therefore easily identifiable within Defendant Twitter's systems and can therefore with the
14 proverbial flipping of a switch Plaintiff's access to said data restorable with immediacy.

15 198. Accordingly, Plaintiff seeks full disgorgement and/or restoration of access to or
16 transfer of this list of 36,000 subscribers retained by Defendant Twitter as a result of the
17 unlawful and/or wrongful conduct alleged herein.

18
19
20
21 **COUNT FOURTEEN**
22 **BREACH OF DUTY OF LOYALTY IN VIOLATION OF CAL. CORP. CODE §**
23 **17704.09**
24 **(Against Twitter)**

25 199. Plaintiff hereby incorporates by reference each and every allegation contained in
26 the foregoing paragraphs as though fully set forth herein.

27 200. Twitter is an information fiduciary and its special power over its users, and its
28 special relationship to its users, creates special duties to ensure that it does not harm the interest

1 of its users. A fiduciary duty therefore existed between Twitter and Plaintiff, whereby Twitter
2 owed a duty of undivided loyalty, including a duty not to engage in activity contrary to its TOS
3 including, but not limited to, taking direct orders from the KSA, directing its employees
4 including Abouammo and Alzabarah to breach Plaintiff's account and access and distribute his
5 personal, confidential, and proprietary data and information including, but not limited to,
6 private messages, contacts, confidential sources, conversations, and data, and directing its
7 employees to improperly suspend Plaintiff's Twitter account at the behest of the KSA.
8

9 201. Before and during the course of his use of the Twitter Platform, Twitter was well
10 aware that Plaintiff was a Saudi dissident who was granted asylum in the United States because
11 as a political dissident and human rights advocate who faced imminent persecution were he to
12 return to his native country, Saudi Arabia.

13 202. Additionally, because Plaintiff is a journalist, Twitter was well aware that Plaintiff
14 utilized its platform as a method of communicating with sources for his articles/stories, as well
15 as for generating a multitude of business related to his writing, television appearances, and
16 other business and corporate opportunities.
17

18 203. Instead, Twitter usurped these professional and corporate opportunities by
19 improperly accessing, tampering with, and ultimately suspending Plaintiff's account, thereby
20 squandering these opportunities entirely.
21

22 204. In addition, up to and including the present date, Twitter has carried out a consistent
23 course of conduct with the KSA designed to deprive Plaintiff of his professional and corporate
24 benefits, all while pretending that it is not conducting its business in any manner adverse to
25 Plaintiff's interests.

26 205. Instead of fulfilling its role as an information fiduciary, Twitter took its orders from
27 and conformed its conduct based on the directives of its largest benefactor, the KSA. In fact,
28

1 Twitter's sole purpose for hiring and/or continuing to employ Abouammo and Alzabarah was
2 to have them do the KSA's dirty work. Twitter ultimately stole, deprived Plaintiff's access to,
3 and distributed to its KSA benefactors, Plaintiff's personal, confidential, and proprietary data
4 and information including, but not limited to, private messages, contacts, confidential sources,
5 conversations, and data.

6
7 206. Shortly after Abouammo and Alzabarah were caught, Twitter ostensibly disavowed
8 their conduct (that is, after helping Alzabarah escape) in an effort to conceal its willful breaches
9 of the duty of loyalty.

10 207. As a direct and proximate result of Twitter's breaches, Plaintiff suffered and
11 continues to suffer great damage including harm to his business, goodwill, and reputation in
12 an amount to be determined according to proof at trial, but which is in excess of \$10,000,000.

13
14 208. Plaintiff is informed and believes that Twitter committed the aforementioned acts
15 maliciously and oppressively with the intention of injuring Plaintiff in conscious disregard of
16 Plaintiff's rights. Plaintiff is therefore entitled to recover punitive damages from Twitter in an
17 amount according to proof at trial.

18
19 **COUNT FIFTEEN**
20 **BREACH OF DUTY OF LOYALTY IN VIOLATION OF CAL. CORP. CODE §**
21 **17704.09**
22 **(Against Abouammo)**

23 209. Plaintiff hereby incorporates by reference each and every allegation contained in
24 the foregoing paragraphs as though fully set forth herein.

25 210. Between 2013 and March 1, 2016, Abouammo was considered a manager of
26 Twitter as defined by Cal. Corp. Code § 17701.02.

27 211. A fiduciary duty existed between Abouammo and Twitter wherein Abouammo, as
28 an agent of Twitter, owed a duty of undivided loyalty, to its users including Plaintiff. This duty

1 of undivided loyalty included a duty not to engage in activity contrary to its TOS including,
2 but not limited to, improperly breaching Plaintiff's account and accessing and distributing his
3 personal, confidential, and proprietary data and information including, but not limited to,
4 private messages, contacts, confidential sources, conversations, and data, and improperly
5 suspending and/or directing others to improperly suspend Plaintiff's Twitter account at the
6 behest of the KSA.
7

8 212. Before and during the course of his employment at Twitter, Abouammo was well
9 aware that Plaintiff was a Saudi dissident who was granted asylum in the United States because
10 as a political dissident and human rights advocate who faced imminent persecution were he to
11 return to his native country, Saudi Arabia.

12 213. Additionally, because Plaintiff is a journalist, Abouammo was well aware that
13 Plaintiff utilized Twitter's platform as a method of communicating with sources for his
14 articles/stories, as well as for generating a multitude of business related to his writing,
15 television appearances, and other business and corporate opportunities.
16

17 214. Instead, Abouammo usurped these professional and corporate opportunities by
18 improperly accessing, tampering with, and ultimately suspending Plaintiff's account for his
19 own benefit and/or the benefit of the KSA, and at no time offered this benefit to Plaintiff
20

21 215. In addition, between 2013 until his termination on or about March 1, 2016,
22 Abouammo carried out a consistent course of conduct with Twitter and the KSA designed to
23 deprive Plaintiff of his professional and corporate benefits, all while pretending that it is not
24 conducting its business in any manner adverse to Plaintiff's interests.

25 216. Instead of fulfilling his role as a fiduciary, Abouammo took his orders from and
26 conformed his conduct based on the directives of the KSA and/or Twitter at the behest of the
27 KSA. Instead of fulfilling his role as a fiduciary, Abouammo took his orders from and
28

1 conformed his conduct based on the directives of the KSA and/or Twitter at the behest of the
2 KSA. In fact, with Twitter's full cooperation and knowledge, Abouammo began working for
3 Twitter for the sole purpose of doing the KSA's dirty work. Abouammo ultimately stole,
4 deprived Plaintiff's access to, and distributed to its KSA benefactors, Plaintiff's personal,
5 confidential, and proprietary data and information including, but not limited to, private
6 messages, contacts, confidential sources, conversations, and data
7

8 217. Shortly after Abouammo was caught, he deleted his hard drive entirely in an effort
9 to conceal his willful breaches of the duty of loyalty.

10 218. As a direct and proximate result of Abouammo's breaches, Plaintiff suffered and
11 continues to suffer great damage including harm to his business, goodwill, and reputation in
12 an amount to be determined according to proof at trial, but which is in excess of \$10,000,000.

13 219. Plaintiff is informed and believes that Abouammo committed the aforementioned
14 acts maliciously and oppressively with the intention of injuring Plaintiff in conscious disregard
15 of Plaintiff's rights. Plaintiff is therefore entitled to recover punitive damages from Abouammo
16 in an amount according to proof at trial.
17

18
19 **COUNT SIXTEEN**
20 **BREACH OF DUTY OF LOYALTY IN VIOLATION OF CAL. CORP. CODE §**
21 **17704.09**
22 **(Against Alzabarah)**

23 220. Plaintiff hereby incorporates by reference each and every allegation contained in
24 the foregoing paragraphs as though fully set forth herein.

25 221. Between 2013 and March 1, 2016, Alzabarah was considered a manager of Twitter
26 as defined by Cal. Corp. Code § 17701.02.

27 222. A fiduciary duty existed between Alzabarah and Twitter wherein Alzabarah, as an
28 agent of Twitter, owed a duty of undivided loyalty, to its users including Plaintiff. This duty

1 of undivided loyalty included a duty not to engage in activity contrary to its TOS including,
2 but not limited to, improperly breaching Plaintiff's account and accessing and distributing his
3 personal, confidential, and proprietary data and information including, but not limited to,
4 private messages, contacts, confidential sources, conversations, and data, and improperly
5 suspending and/or directing others to improperly suspend Plaintiff's Twitter account at the
6 behest of the KSA.
7

8 223. Before and during the course of his employment at Twitter, Alzabarah was well
9 aware that Plaintiff was a Saudi dissident who was granted asylum in the United States because
10 as a political dissident and human rights advocate who faced imminent persecution were he to
11 return to his native country, Saudi Arabia.

12 224. Additionally, because Plaintiff is a journalist, Alzabarah was well aware that
13 Plaintiff utilized Twitter's platform as a method of communicating with sources for his
14 articles/stories, as well as for generating a multitude of business related to his writing,
15 television appearances, and other business and corporate opportunities.
16

17 225. Instead, Alzabarah usurped these professional and corporate opportunities by
18 improperly accessing, tampering with, and ultimately suspending Plaintiff's account for his
19 own benefit and/or the benefit of the KSA, and at no time offered this benefit to Plaintiff
20

21 226. In addition, between 2013 until his termination on or about March 1, 2016,
22 Alzabarah carried out a consistent course of conduct with Twitter and the KSA designed to
23 deprive Plaintiff of his professional and corporate benefits, all while pretending that it is not
24 conducting its business in any manner adverse to Plaintiff's interests.

25 227. Instead of fulfilling his role as a fiduciary, Alzabarah took his orders from and
26 conformed his conduct based on the directives of the KSA and/or Twitter at the behest of the
27 KSA. Instead of fulfilling his role as a fiduciary, Alzabarah took his orders from and conformed
28

1 his conduct based on the directives of the KSA and/or Twitter at the behest of the KSA. In fact,
2 with Twitter's full cooperation and knowledge, Alzabarah began working for Twitter for the
3 sole purpose of doing the KSA's dirty work. Alzabarah ultimately stole, deprived Plaintiff's
4 access to, and distributed to its KSA benefactors, Plaintiff's personal, confidential, and
5 proprietary data and information including, but not limited to, private messages, contacts,
6 confidential sources, conversations, and data
7

8 228. Shortly after Alzabarah was caught, he deleted his hard drive entirely in an effort
9 to conceal his willful breaches of the duty of loyalty.

10 229. As a direct and proximate result of Alzabarah's breaches, Plaintiff suffered and
11 continues to suffer great damage including harm to his business, goodwill, and reputation in
12 an amount to be determined according to proof at trial, but which is in excess of \$10,000,000.

13 230. Plaintiff is informed and believes that Alzabarah committed the aforementioned
14 acts maliciously and oppressively with the intention of injuring Plaintiff in conscious disregard
15 of Plaintiff's rights. Plaintiff is therefore entitled to recover punitive damages from Alzabarah
16 in an amount according to proof at trial.
17

18
19 **COUNT SEVENTEEN**
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(Against Twitter)

20 231. Plaintiff hereby incorporates by reference each and every allegation contained in
21 the foregoing paragraphs as though fully set forth herein.

22 232. Each of Abouammo and Alzabarah have at all relevant times hereto owed
23 fiduciary duties to Plaintiff as managers of Twitter.

24 233. Twitter has at all relevant times hereto known that Abouammo and Alzabarah
25 each owed fiduciary duties to Plaintiff.
26
27

1 234. Despite such knowledge, Twitter actively induced, encouraged, aided, abetted,
2 and facilitated Abouammo and Alzabarah to breach their fiduciary and contractual duties to
3 Plaintiff by, among other things, a) planning, coordinating, facilitating, and perpetrating
4 acts of espionage on behalf of the KSA; b) planning, coordinating, facilitating, and
5 perpetrating the persecution of Plaintiff, as well as his family, friends, and Twitter
6 correspondents; c) planning, coordinating, facilitating, and perpetrating the hack and/or
7 improper access of Plaintiff's Twitter account; d) planning, coordinating, facilitating, and
8 perpetrating the theft and distribution of Plaintiff's proprietary data including, but not
9 limited to, private messages, contacts, confidential sources, conversations, and data; e)
10 working hand-in-glove with Abouammo and Alzabarah, in accordance with the KSA's
11 plan, to exploit Plaintiff's proprietary information and deprive Plaintiff of intellectual
12 property he was entitled to without Plaintiff's knowledge or approval; f) depriving Plaintiff
13 of professional and corporate opportunities; and g) improperly suspending his Arabic
14 language Twitter account.

15 235. At the same time Abouammo and Alzabarah were supposedly working in
16 accordance with Twitter's TOS, rules, and regulations, Twitter was covertly coordinating
17 plans with the KSA on ways to persecute and otherwise harm Plaintiff. The covert deal
18 between the KSA, Twitter, Abouammo, and Alzabarah, among other things, resulted in the
19 persecution of Plaintiff, as well as his family, friends, and Twitter correspondents, the theft
20 and distribution of his proprietary/intellectual property (all of which rightfully belonged to
21 Plaintiff), and the improper suspension of his Arabic language Twitter account.

22 236. Thus, to entice and ensure that Abouammo and Alzabarah cast their fiduciary
23 obligations to Plaintiff aside, Twitter stole Plaintiff's proprietary/intellectual property and
24 gave it to the KSA

25 237. Twitter's purpose in taking the actions described above was to harm Plaintiff, as
26 well as his business interests, while remitting beneficial/monetary interests to Abouammo
27

1 and Alzabarah, who were colluding with the KSA and with whom Twitter had an ongoing
2 business relationship from and in conflict with Plaintiff.

3 238. Plaintiff has been damaged as a result of the conduct described above in an
4 amount to be determined at trial, but which is in excess of \$10,000,000.

5 239. In committing the foregoing wrongful acts, Twitter acted with malice,
6 oppression, an intent to injure, and a conscious disregard of Plaintiff's rights, entitling
7 Plaintiff to punitive damages in an amount to be determined at trial.

8 **COUNT EIGHTEEN**
9 **UNFAIR COMPETITION IN VIOLATION OF BUSINESS AND PROFESSIONS**
10 **CODE § 17200, ET SEQ.**
11 **(Against Twitter)**

12 240. Plaintiff hereby incorporates by reference each and every allegation contained in
13 the foregoing paragraphs as though fully set forth herein.

14 241. Business and Professions Code §§ 17200 *et seq.* prohibit, *inter alia*, unlawful,
15 unfair and fraudulent business practices.

16 242. Defendant Twitter's conduct constitutes an *unlawful* business practice within the
17 meaning of § 17200 in that Twitter aided and abetted Abouammo and Alzabarah in breaching
18 their fiduciary duties to Plaintiff. The facts constituting such aiding and abetting of fiduciary
19 duty include, without limitation, the following: 1) as alleged herein, Abouammo and
20 Alzabarah were former managers at Twitter who were performing acts of corporate espionage
21 on behalf of the KSA and with Twitter's full knowledge and cooperation. In committing these
22 acts of espionage, Twitter was responsible for the unlawful acquisition of Plaintiff's
23 proprietary/intellectual property including, but not limited to, private messages, contacts,
24 confidential sources, conversations, and data; and 2) as alleged herein, KSA secretly
25 negotiated a deal with Abouammo and Alzabarah vis-à-vis Twitter. As alleged herein, the
26 KSA and Twitter at all times knew that Abouammo and Alzabarah did not have legitimate
27 authority to acquire Plaintiff's proprietary/intellectual independent of, and therefore in
28 conflict with, Plaintiff's interests.

1 243. The agreement that the KSA and Twitter reached with Abouammo and
2 Alzabarah involved the following acts on the part of Abouammo and Alzabarah, a)
3 planning, coordinating, facilitating, and perpetrating acts of espionage on behalf of the
4 KSA; b) planning, coordinating, facilitating, and perpetrating the persecution of Plaintiff, as
5 well as his family, friends, and Twitter correspondents; c) planning, coordinating,
6 facilitating, and perpetrating the hack and/or improper access of Plaintiff's Twitter account;
7 d) planning, coordinating, facilitating, and perpetrating the theft and distribution of
8 Plaintiff's proprietary data including, but not limited to, private messages, contacts,
9 confidential sources, conversations, and data; e) working hand-in-glove with the KSAs to
10 exploit Plaintiff's proprietary information and deprive Plaintiff of intellectual property he
11 was entitled to without Plaintiff's knowledge or approval; f) depriving Plaintiff of
12 professional and corporate opportunities; and g) improperly suspending his Arabic language
13 Twitter account.

14 244. The respective Employment Contracts of Abouammo and Alzabarah, along
15 with Twitter's policies and procedures including, but not limited to, its TOS, imbued
16 Abouammo and Alzabarah with the duties of executives of a Delaware limited liability
17 company and/or its fully owned subsidiaries including the fiduciary duties of due care,
18 candor, and loyalty.

19 245. Furthermore, Twitter *knew* that Abouammo and Alzabarah had fiduciary duties
20 to Plaintiff and were breaching those duties by entering into a secret deal with the
21 Abouammo and Alzabarah. They knew this because, among other things, 1) Abouammo
22 and Alzabarah were principals/agents/managers of Twitter; and 2) Twitter was aware of
23 Abouammo and Alzabarah's Employment Contracts and the terms and conditions therein.

24 246. Despite such knowledge, Twitter actively induced, encouraged, aided, abetted
25 and facilitated Abouammo and Alzabarah to breach their fiduciary duties to Plaintiff by,
26 among other things, a) planning, coordinating, facilitating, and perpetrating acts of
27 espionage on behalf of the KSA; b) planning, coordinating, facilitating, and perpetrating the

1 persecution of Plaintiff, as well as his family, friends, and Twitter correspondents; c)
2 planning, coordinating, facilitating, and perpetrating the hack and/or improper access of
3 Plaintiff's Twitter account; d) planning, coordinating, facilitating, and perpetrating the theft
4 and distribution of Plaintiff's proprietary data including, but not limited to, private
5 messages, contacts, confidential sources, conversations, and data; e) working hand-in-glove
6 with the KSAs to exploit Plaintiff's proprietary information and deprive Plaintiff of
7 intellectual property he was entitled to without Plaintiff's knowledge or approval; f)
8 depriving Plaintiff of professional and corporate opportunities; and g) improperly
9 suspending his Arabic language Twitter account.

10 247. As a result of these inducements, Abouammo and Alzabarah did, in fact, breach
11 their fiduciary duties to Plaintiff by, among other things, taking the actions described above
12 in accordance with the plan secretly arranged by and with Twitter.

13 248. Twitter's purpose in taking these actions was to harm the business interests of
14 Plaintiff and to obtain benefits from the KSA illicitly.

15 249. Twitter's conduct constitutes an *unlawful* business practice within the meaning
16 of § 17200 in that Twitter interfered with Abouammo and Alzabarah's respective
17 Employment Contracts and its own TOS, rules, and regulations. The facts constituting such
18 interference with contract include, without limitation, the following:

- 19 a. Abouammo and Alzabarah's respective Employment Contracts, as well as
20 Twitter's TOS, rules, and regulations prohibited Abouammo and Alzabarah
21 from engaging in acts of corporate espionage, and from engaging in conduct that
22 would have an adverse interest on Plaintiff's proprietary/intellectual property
23 rights to his private messages, contacts, confidential sources, conversations, and
24 data that would be beneficial to Plaintiff and otherwise competing with Plaintiff
25 and/or inhibiting Plaintiff's professional and corporate opportunities. In
26 addition, Abouammo and Alzabarah were each imbued with fiduciary duties
27 including the duty of due care, candor, and loyalty.

1 b. Furthermore, Twitter clearly *knew* that Abouammo and Alzabarah had the
2 foregoing contractual and fiduciary duties to Plaintiff and were breaching these
3 duties by entering into a secret deal with the KSA. Twitter knew this because (1)
4 the KSA had prior and ongoing relationships with Abouammo and Alzabarah;
5 (2) Twitter was aware of Abouammo and Alzabarah's Employment Contracts,
6 as well as its TOS, rules and procedures, and the terms and conditions therein;
7 and (3) Abouammo and Alzabarah were agents of Twitter and engaging in this
8 very activity.

9 c. Despite such knowledge, Twitter actively induced, encouraged, aided, abetted
10 and facilitated Abouammo and Alzabarah to breach their fiduciary duties to
11 Plaintiff by engaging in the activity described above.

12 d. As a result of these inducements, Abouammo and Alzabarah did, in fact, breach
13 their fiduciary duties to Plaintiff by, among other things, taking the actions
14 Twitter's purpose in taking these actions was to harm the business interests of
15 Plaintiff, and to obtain benefits from the KSA.

16 250. By virtue of engaging in the foregoing unlawful and unfair business practices,
17 Twitter has retained benefits and advantages belonging to Plaintiff, namely, the benefits and
18 advantages that accrued to Twitter as a result of its improper relationship with Abouammo,
19 Alzabarah, and the KSA.

20 251. Twitter's conduct has caused and still presents a serious risk of continuing to
21 cause irreparable harm to Plaintiff, for which there is no adequate remedy at law. In light of
22 the threat of such irreparable harm in the future, Plaintiff seeks to enjoin Twitter from
23 continuing its wrongful conduct.

24 252. Plaintiffs are thus entitled to injunctive and equitable relief, including, without
25 limitation, disgorgement of all benefits that Twitter has obtained as a result of its use of his
26 proprietary/intellectual property rights including his private messages, contacts, confidential
27

1 sources, conversations, and data, and an injunction preventing Twitter from continuing to
2 cause irreparable harm to Plaintiff.

3 **COUNT NINETEEN**
4 **INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
5 **(Against All Defendants)**

6 253. Plaintiff hereby incorporates by reference each and every allegation contained in
7 the foregoing paragraphs as though fully set forth herein.

8 254. Plaintiff had invested substantial capital and effort to develop and maintain his
9 contacts, clients, confidential sources, partners and/or business partners and investment
10 relationships.

11 255. These relationships represented the probability of future economic rewards to
12 Plaintiff and upon which Plaintiff had relied to meet its financial goals.

13 256. Defendants were aware of these prospective relationships. Defendants' wrongful
14 and non-privileged conduct in directly competing with the Plaintiff and improperly
15 depriving Plaintiff of intellectual/proprietary property, contacts, confidential sources, client,
16 partners and/or business partners and investment relationships he would have greatly
17 benefitted from, as described above, was intended to and has actually disrupted or
18 destroyed these opportunities. Defendants' wrongful conduct damages Plaintiff's expected
19 business, proximately resulting in substantial lost revenues and other damages to Plaintiff,
20 in an amount to be determined according to proof at trial but which is in excess of
21 \$10,000,000.

22 257. In committing the foregoing wrongful acts, Defendants acted with malice,
23 oppression, an intent to injure, and a conscious disregard of Plaintiff's rights, entitling
24 Plaintiff to punitive damages in an amount to be determined at trial.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRAYER FOR RELIEF

1. Compensatory damages for all economic loss and psychological injuries including, but not limited to, loss of past or future profit, revenue, and income, to the extent allowed by law and in an amount to be determined at trial.
2. Punitive or exemplary damages, in an amount sufficient to punish Defendants and to deter future similar misconduct, to the extent allowed by law.
3. Injunctive and prospective relief as the Court may order to prevent further wrongful acts, to the extent allowed by law.
4. The costs of litigations including reasonable attorneys’ fees, to the extent allowed by law.
5. Any other damages permitted to be recovered by law pursuant to the above causes of action.

DATED: June 20, 2021

RESPECTFULLY SUBMITTED,

GERSTMAN SCHWARTZ, LLP

By: */s/ Randy E. Kleinman*

Randy E. Kleinman, Esq. (CA SBN 320061)

1399 Franklin Avenue, Suite 200

Garden City, New York 11530

Tel. No.: (516) 880 – 8170

rkleinman@GerstmanSchwartz.com

Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues so triable.

DATED: June 20, 2021

RESPECTFULLY SUBMITTED,

GERSTMAN SCHWARTZ, LLP

By: */s/ Randy E. Kleinman*

Randy E. Kleinman, Esq. (CA SBN 320061)

1399 Franklin Avenue, Suite 200

Garden City, New York 11530

Tel. No.: (516) 880 – 8170

rkleinman@GerstmanSchwartz.com

Attorneys for Plaintiffs