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*Hume Street Management Consultants Limited*

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

16 Patrick McKillen and Hume Street  
17 Management Consultants Limited,  
18  
19 Plaintiffs,

20 v.

21 Sheikh Hamad bin Khalifa bin Hamad bin  
Abdullah bin Jassim bin Mohammed Al  
22 Thani, Sheikh Hamad bin Jassim bin Jaber  
bin Mohammed bin Thani Al Thani,  
23 Sheikha Lulwah bint Hamad bin Khalifa  
Al Thani, Michele Faissola, Marc Socker,  
24 Dilmon LLC, Maybourne Hotels Limited,  
25 Beverly Hills Acquisition LLC, and John  
Does,

26  
27 Defendants.  
28

) CASE NO.: 2:25-cv-09178

)  
)  
) **COMPLAINT FOR**  
) **VIOLATIONS OF FEDERAL**  
) **RACKETEER INFLUENCED**  
) **AND CORRUPT**  
) **ORGANIZATIONS ACT**  
) **(“RICO”), 18 U.S.C. §§ 1962,**  
) **1964, AND FEDERAL**  
) **COMPUTER FRAUD ABUSE**  
) **ACT (“CFAA”), 18 U.S.C.**  
) **§ 1030 ET SEQ.**

) **DEMAND FOR JURY TRIAL**  
)  
)  
)

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1 Plaintiffs Patrick McKillen (“Mr. McKillen”) and Hume Street  
2 Management Consultants Limited (“HSMC”), by their undersigned counsel,  
3 hereby bring this action under 18 United States Code Sections 1962(c), 1962(d),  
4 1964(c), and 1030 *et seq.* against defendants Sheikh Hamad bin Khalifa bin  
5 Hamad bin Abdullah bin Jassim bin Mohammed Al Thani (“Sheikh Hamad bin  
6 Khalifa” and commonly known as “HBK”), Sheikh Hamad bin Jassim bin Jaber  
7 bin Mohammed bin Thani Al Thani (“Sheikh Hamad bin Jassim” and commonly  
8 known as “HBJ,” and together with Sheikh Hamad bin Khalifa, the “Qatari  
9 Royals”), Sheikha Lulwah bint Hamad bin Khalifa Al Thani (“Sheikha Lulwah”),  
10 Michele Faissola, Marc Socker,<sup>1</sup> Dilmon LLC (“Dilmon”), Maybourne Hotels  
11 Limited, Beverly Hills Acquisition LLC,<sup>2</sup> and John Does. Plaintiffs allege, on  
12 information and belief, as follows:

13 **SUMMARY OF THE ACTION**

14 1. Over the past seven years, members of the Qatari royal family,  
15 Sheikh Hamad bin Khalifa and Sheikh Hamad bin Jassim, orchestrated, directed,  
16 and participated in a global scheme to defraud their former business partner,  
17 Patrick McKillen, and his company, HSMC. The Qatari Royals effectuated this  
18 lawless plot using individuals and entities within their control to defraud Mr.  
19 McKillen and HSMC, causing Mr. McKillen and HSMC to expend significant  
20 resources on the Qatari Royals’ behalf under false pretenses and without  
21 remuneration. These schemes to defraud their business partner and his company  
22 for, put crudely, free labor are part of a years-long pattern of illegal racketeering  
23 orchestrated by the Qatari Royals, and are in line with a history of illicit actions.  
24

25 \_\_\_\_\_  
26 <sup>1</sup> The Qatari Royals, Sheikha Lulwah, Michele Faissola, and Marc Socker are  
27 referred to herein as the “Individual Defendants.”

28 <sup>2</sup> Dilmon, Maybourne Hotels Limited, and Beverly Hills Acquisition LLC are  
referred to herein as the “Entity Defendants.”

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1           2.     Mr. McKillen is a renowned hotelier, property investor, developer,  
2 and entrepreneur with decades of experience managing and redeveloping ultra-  
3 luxury hotels. Mr. McKillen provides management and redevelopment services  
4 through his company, HSMC.

5           3.     In 2004, Mr. McKillen acquired shares in a group of luxury hotels  
6 that then became known as the Maybourne Hotel Group (or “Maybourne”). Mr.  
7 McKillen dedicated nearly twenty years to transforming the Maybourne hotels,  
8 elevating them to top ultra-luxury destinations around the globe.

9           4.     In 2015, Mr. McKillen sold his shares in Coroin Limited, the  
10 holding company of the Maybourne Hotel Group, to Séléné S.À R.L., a company  
11 owned by Sheikh Hamad bin Jassim.<sup>3</sup> The sale of Mr. McKillen’s shares was  
12 subject to arrangements for him to receive further consideration based on any net  
13 increase in the value of the Maybourne Hotel Group over a period ending at the  
14 latest in April 2022 through a deferred payment (the “Deferred Payment”). The  
15 Deferred Payment is the subject of a confidential arbitration in London in which  
16 Mr. McKillen alleges that a very substantial sum is owed to him by the Qatari  
17 Royals.

18           5.     During that period following the sale, Mr. McKillen and, later, his  
19 company, HSMC, continued to manage and redevelop the Maybourne hotels, at  
20 the direction of the Qatari Royals, including such hotels as Claridge’s, The  
21 Connaught, The Berkeley, and a property adjacent to The Berkeley that had been  
22 purchased in 2005, and which was later developed into a new hotel, The Emory.  
23 Mr. McKillen, and later HSMC, managed and redeveloped Claridge’s, The  
24 Connaught and The Berkeley for an agreed-upon management fee (which was  
25 separate from and in addition to Mr. McKillen’s entitlement to the Deferred  
26

27 \_\_\_\_\_  
28 <sup>3</sup> Sheikh Hamad bin Khalifa acquired an interest in the Maybourne Hotel Group  
in 2017.

1 Payment for his shares). Mr. McKillen led the expansion and transformation of  
2 these hotels into ultra-luxury properties fit for the 21st century with a new  
3 generation of guests, while preserving their individual character and distinctive  
4 history fit for kings, queens, royal families, and celebrities.

5 6. However, it was not long before Sheikh Hamad bin Khalifa and  
6 Sheikh Hamad bin Jassim developed, implemented, and participated in several  
7 schemes to defraud Mr. McKillen. Having seen the value their business partner  
8 brought to the table, the Qatari Royals calculated that they could steal millions of  
9 dollars in Mr. McKillen’s and HSMC’s services to further their own personal and  
10 investment ends with respect to upcoming hotel projects for which they knew  
11 they would need Mr. McKillen’s expertise, and conspired to do so.

12 7. The schemes were straightforward. Starting in 2018, the Qatari  
13 Royals, using the Entity Defendants, Sheikha Lulwah, Mr. Faissola, Mr. Socker,  
14 and various other individuals and entities within their control, engaged Mr.  
15 McKillen and his companies to manage and/or completely redevelop four  
16 additional luxury properties: (1) the Maybourne Riviera hotel in 2018; (2) a  
17 Manhattan mansion owned by Sheikh Hamad bin Jassim in 2018; (3) the historic  
18 Îlot Saint-Germain building in 2019; and (4) the Maybourne Beverly Hills hotel  
19 in 2019. For each project, the Qatari Royals represented to Mr. McKillen at the  
20 outset that he would be compensated via fees for services performed. But at some  
21 time in the course of Mr. McKillen’s and/or HSMC’s work, the Qatari Royals  
22 decided, in secret, that they would not, in fact, be compensating Mr. McKillen or  
23 HSMC for services performed on the four projects, and would instead  
24 fraudulently induce him and/or his company to continue work. In accordance,  
25 and under false pretenses, Mr. McKillen and/or HSMC thereafter worked hard  
26 and expended significant time and resources on these projects for the benefit of  
27 the Qatari Royals. And once millions of dollars in benefit to the Qatari Royals  
28 had been realized—and expended by Mr. McKillen and/or HSMC—the

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1 Defendants refused to compensate Mr. McKillen or HSMC for nearly all their  
2 efforts and absconded with their vision and hard work, essentially free of charge  
3 (the “Riviera Fraud,” the “California Fraud,” the “Saint-Germain Fraud,” and the  
4 “New York Fraud,” discussed *infra*). To date, the Qatari Royals have refused to  
5 pay Mr. McKillen or HSMC the fees they are rightfully owed, accounting for  
6 years of labor by Mr. McKillen and/or HSMC. Indeed, rather than pay Mr.  
7 McKillen the fees he is owed, the Qatari Royals have instead engaged in  
8 additional schemes to pressure him into dropping his demands. The Qatari  
9 Royals used a bank beneficially owned by Sheikh Hamad bin Jassim in an  
10 attempt to intimidate Mr. McKillen into abandoning his attempts at recourse  
11 related to the frauds described herein (the “Quintet Scheme,” discussed *infra*).  
12 Further, on information and belief, certain of the named Defendants, with the  
13 assistance of yet unknown agents (together the “John Does”), hacked Mr.  
14 McKillen’s devices, retrieved personal, sensitive, and protected information, and  
15 then publicized and distorted the materials obtained therefrom to further  
16 intimidate and harm Mr. McKillen (the “Hacking Scheme,” discussed *infra*).

17 8. Although Mr. McKillen once believed he had a good-faith business  
18 relationship with the Qatari Royals, he now believes that, once the projects were  
19 underway, the Qatari Royals decided not to pay him and/or HSMC the fees under  
20 the agreed-upon terms, and instead sought to trick them into continuing to  
21 provide services for years under false pretenses, only to systematically fabricate  
22 reasons not to pay them out of whole cloth and attack him for his efforts to obtain  
23 his rightful remuneration.

24 9. What is more, these acts are part of a larger, global pattern of  
25 unlawful activities perpetrated by the Qatari Royals in their business and political  
26 dealings to unfairly reap rewards on the backs of free laborers, evidencing that  
27  
28

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1 the Qatari Royals consider themselves to be above the law.<sup>4</sup> The defrauding of  
2 Mr. McKillen takes its place in line next to a laundry list of illegal acts directed  
3 and facilitated by the Qatari Royals and the entities and individuals they control  
4 to grow their wealth or advance their geopolitical interests. Mr. McKillen fell  
5 victim to these tactics in good faith.

6 **PARTIES**

7 10. Plaintiff Patrick McKillen is a citizen of Ireland and the United  
8 Kingdom. He is a world-renowned hotelier, property investor and developer, and  
9 businessman with significant experience in the ultra-luxury hotel sector. He is  
10 also the owner and company director of HSMC.

11 11. Plaintiff HSMC is an Irish corporation with its principal place of  
12 business in Dublin, Ireland. HSMC manages a portfolio of properties on Mr.  
13 McKillen’s behalf and has successfully provided hotel and project management  
14 services in respect of multiple hotels in the Maybourne Hotel Group.

15 12. Defendant Sheikh Hamad bin Khalifa is a citizen of Qatar who  
16 resides in Doha, Qatar. Sheikh Hamad bin Khalifa was the Emir of Qatar from  
17 1995 to 2013 and is a member of the Qatari royal family of Al Thani. Sheikh  
18 Hamad bin Khalifa is the ultimate beneficial owner of the Maybourne Beverly  
19 Hills. Through the hotel, he regularly transacts business in California and enjoys  
20 the privileges of transacting business in Los Angeles County. Sheikh Hamad bin  
21 Khalifa, alongside his business partner Sheikh Hamad bin Jassim, directly or  
22 through his agents and/or representatives, devised, orchestrated, directed,  
23 facilitated, and participated in the schemes to defraud Mr. McKillen described  
24 herein.

25  
26 <sup>4</sup> See, e.g., *Qatar: Six Months Post-World Cup, Migrant Workers Suffer,*  
27 *FIFA/Qatari Authorities Paid No Compensation, Silent on Wage Theft,* HUMAN  
28 RIGHTS WATCH (June 16, 2023), <https://www.hrw.org/news/2023/06/16/qatar-six-months-post-world-cup-migrant-workers-suffer>.

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1           13. Defendant Sheikh Hamad bin Jassim is a citizen of Qatar who has a  
2 dwelling in Los Angeles, California (the “California Residence”). Sheikh Hamad  
3 bin Jassim regularly transacts business in California and enjoys the privileges of  
4 transacting business in Los Angeles County through the Maybourne Beverly  
5 Hills and other ventures. Sheikh Hamad bin Jassim served as Foreign Minister  
6 of Qatar from 1992 until 2013 and as Prime Minister from 2007 to 2013. Sheikh  
7 Hamad bin Jassim is also a member of the Al Thani royal family and holds  
8 official diplomatic positions for Qatar. Sheikh Hamad bin Jassim, alongside his  
9 business partner Sheikh Hamad bin Khalifa, directly or through his agents and/or  
10 representatives, devised, orchestrated, directed, facilitated, and participated in the  
11 schemes to defraud Mr. McKillen described herein.

12           14. Defendant Sheikha Lulwah is a citizen of Qatar who resides in  
13 Doha, Qatar. Sheikha Lulwah is the daughter of Sheikh Hamad bin Khalifa and  
14 assists her father with his hotel investments. Sheikha Lulwah regularly transacts  
15 business in California and enjoys the privileges of transacting business in Los  
16 Angeles County through the Maybourne Beverly Hills. Sheikha Lulwah, directly  
17 or through her agents and/or representatives, directed, facilitated, and  
18 participated in at least one of the schemes to defraud Mr. McKillen described  
19 herein, including by engaging Plaintiffs for their services, directing and  
20 approving their work even after the Qatari Royals decided to refuse them  
21 compensation, and ultimately refusing them compensation once a material  
22 benefit to the Qatari Royals had been realized.

23           15. Defendant Michele Faissola is a citizen of Italy who resides in  
24 London, England. Mr. Faissola is Chief Executive Officer of Dilmon and has  
25 worked as an advisor to the Al Thani family since January 2018. At all times  
26 relevant herein, Mr. Faissola acted as an agent of Sheikh Hamad bin Khalifa,  
27 Sheikha Lulwah, and the Entity Defendants with respect to the Qatari Royals’  
28 hotel investments. Mr. Faissola directed, facilitated, and participated in schemes

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1 to defraud Mr. McKillen on behalf of the Qatari Royals, including by engaging  
2 Plaintiffs for their services, falsely representing to Mr. McKillen that he would  
3 be compensated for work performed, and refusing Plaintiffs compensation once  
4 a material benefit to the Qatari Royals had been realized.

5 16. Defendant Marc Socker is a citizen of Great Britain who resides in  
6 London, England. Mr. Socker is the Head of Real Estate of Dilmon and Co-Chief  
7 Executive Officer of the Maybourne Hotel Group, which is ultimately owned by  
8 Sheikh Hamad bin Khalifa and Sheikh Hamad bin Jassim. At all times relevant  
9 herein, Mr. Socker acted as an agent of Sheikh Hamad bin Khalifa, Sheikha  
10 Lulwah, and the Entity Defendants with respect to the Qatari Royals' hotel  
11 investments. Mr. Socker directed, facilitated, and participated in schemes to  
12 defraud Mr. McKillen on behalf of the Qatari Royals, including by facilitating  
13 the installation of Plaintiffs as project leaders and directing and approving their  
14 work even after the Qatari Royals decided to refuse them compensation.

15 17. Defendant Dilmon is a Qatari company, with its principal place of  
16 business in Doha, Qatar. Dilmon is the Al Thani family office of Sheikh Hamad  
17 bin Khalifa. Dilmon regularly transacts business in California on behalf of the  
18 Al Thani family, including with respect to the Maybourne Beverly Hills. Dilmon  
19 facilitated and participated in the Riviera Fraud and the California Fraud  
20 described herein on behalf of the Qatari Royals, including by, through its officers:  
21 (i) engaging Plaintiffs for their services and installing Plaintiffs as project leaders;  
22 (ii) falsely representing to Mr. McKillen that he would be compensated for work  
23 performed; (iii) serving as Plaintiffs' primary point of contact throughout the  
24 redevelopment projects; (iv) directing and approving Plaintiffs' work even after  
25 the Qatari Royals decided to refuse them compensation; and (v) refusing  
26 Plaintiffs compensation once a material benefit to the Qatari Royals had been  
27 realized.

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1           18. Defendant Maybourne Hotels Limited is an English company with  
2 its principal place of business in London, England. Sheikh Hamad bin Khalifa  
3 and Sheikh Hamad bin Jassim are the ultimate controlling parties of Maybourne  
4 Hotels Limited. Maybourne Hotels Limited provides centralized back-office  
5 support services to the Maybourne Hotel Group’s hotel assets and receives a  
6 portion of each hotel’s revenue. Maybourne Hotels Limited regularly transacts  
7 business in California on behalf of Sheikh Hamad bin Khalifa and Sheikh Hamad  
8 bin Jassim with respect to the Maybourne Beverly Hills. Maybourne Hotels  
9 Limited participated in schemes to defraud Mr. McKillen described herein on  
10 behalf of Sheikh Hamad bin Khalifa and Sheikh Hamad bin Jassim, including by  
11 refusing Plaintiffs compensation once a material benefit to the Qatari Royals had  
12 been realized.

13           19. Defendant Beverly Hills Acquisition LLC is a Delaware limited  
14 liability company, which is registered to do business in the State of California.  
15 Upon information and belief, Beverly Hills Acquisition LLC operates solely in  
16 Beverly Hills, California, with an address at 225 N. Canon Drive, Beverly Hills,  
17 CA 90210. Beverly Hills Acquisition LLC is the direct owner of the Maybourne  
18 Beverly Hills. Sheikh Hamad bin Khalifa is the ultimate beneficial owner of  
19 Beverly Hills Acquisition LLC. Beverly Hills Acquisition LLC owns and  
20 operates the Maybourne Beverly Hills and thereby is essentially at home in  
21 California. Beverly Hills Acquisition LLC participated in a scheme to defraud  
22 Mr. McKillen described herein on behalf of Sheikh Hamad bin Khalifa, including  
23 by refusing Plaintiffs compensation once a material benefit to the Qatari Royals  
24 had been realized.

25           20. Defendants John Does are associated with the effort to access  
26 Plaintiffs’ private data without authorization. At least one of the John Does is  
27 associated with a public IPv4 Internet Protocol (“IP”) address that has been traced  
28 to GCI Network Solutions, a United Kingdom-based managed service provider.

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1 Plaintiff can potentially identify the John Does’ names and physical addresses  
2 through the John Does’ service provider using their IP address. The John Does  
3 participated in, developed, executed, and/or assisted with the development and  
4 execution of an illegal cybersecurity operation to obtain Plaintiffs’ highly  
5 confidential and protected materials (the “Hacking Scheme”). The materials  
6 obtained through the Hacking Scheme (the “Hacked Materials”) included  
7 information and communications related to Mr. McKillen’s legal representation  
8 in California, vendor engagement in California, vendor activities in California,  
9 and legal proceedings in California. Because of the John Does’ participation in  
10 the Hacking Scheme, several online news outlets published distorted versions of  
11 sensitive and personal information that could only have come from the Hacked  
12 Materials. The publications sought to harm Mr. McKillen in California and  
13 focused on portraying his actions in California as nefarious.

14 **NON-PARTY MEMBERS OF THE ENTERPRISE**

15 21. SEDHV is a French company beneficially owned by Sheikh Hamad  
16 bin Khalifa. SEDHV is the direct owner of the Maybourne Riviera, a hotel  
17 complex located in the Alpes-Maritimes, at 1551, Route de la Turbie,  
18 Roquebrune-Cap-Martin (06190). SEDHV facilitated and participated in a  
19 scheme to defraud Mr. McKillen described herein on behalf of Sheikh Hamad  
20 bin Khalifa, including by engaging Plaintiffs for their services, falsely  
21 representing to Plaintiffs that they would be compensated for work performed,  
22 unilaterally terminating its working relationship with Plaintiffs by interfering  
23 with the completion of Plaintiffs’ work, and refusing Plaintiffs full compensation  
24 once a material benefit to the Qatari Royals had been realized.

25 22. Gilles de Boissieu is the chairman of SEDHV. Mr. de Boissieu  
26 facilitated and participated in a scheme to defraud Mr. McKillen described herein  
27 on behalf of Sheikh Hamad bin Khalifa, including by engaging Plaintiffs for their  
28 services, falsely representing to Plaintiffs that they would be compensated for

1 work performed, and refusing Plaintiffs full compensation once a material benefit  
2 to the Qatari Royals had been realized.

3 23. Constellation Paris is a French company beneficially owned by  
4 Sheikh Hamad bin Jassim. Sheikh Hamad bin Jassim created Constellation Paris  
5 to purchase the historic Îlot Saint-Germain building, located at 231 Boulevard  
6 Saint-Germain, 75007 Paris. Constellation Paris facilitated and participated in a  
7 scheme to defraud Mr. McKillen described herein on behalf of Sheikh Hamad  
8 bin Jassim, including by engaging Plaintiffs for their services, directing and  
9 approving their work, and refusing Plaintiffs compensation once a material  
10 benefit to the Qatari Royals had been realized.

11 24. Fady Bakhos is Chairman of Constellation Paris and a longtime  
12 advisor to the Al Thani royal family. Bakhos facilitated and participated in a  
13 scheme to defraud Mr. McKillen described herein on behalf of Sheikh Hamad  
14 bin Jassim, including by engaging Plaintiffs for their services, directing and  
15 approving their work, and refusing Plaintiffs compensation once a material  
16 benefit to the Qatari Royals had been realized.

17 25. Quintet Private Bank SA (“Quintet” or the “Bank”) is a Luxembourg  
18 company, beneficially owned by Sheikh Hamad bin Jassim since 2011. The  
19 Qatari Royals utilized Quintet to induce Mr. McKillen into a refinancing only to  
20 pull the offer in bad faith after Mr. McKillen and his company were effectively  
21 deprived of the ability to pursue other refinancing options in the market to attempt  
22 to intimidate Mr. McKillen into dropping his efforts to obtain the fees he and  
23 HSMC are owed.

24 **JURISDICTION AND VENUE**

25 26. This Court has original subject matter jurisdiction over the claims  
26 for relief asserted in this complaint pursuant to 28 United States Code Section  
27 1331, as 18 United States Code Section 1964(c) and 18 United States Code  
28 Section 1030 *et seq.* arise under the laws of the United States.

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1           27. This Court has personal jurisdiction over Sheikh Hamad bin Khalifa,  
2 Sheikha Lulwah, and Dilmon on the basis of their substantial, continuous, and  
3 systematic contacts with California. On information and belief, each of these  
4 defendants owns, operates, and/or manages properties in California and  
5 continuously transacts business in the forum. These contacts with the forum are  
6 so wide-ranging that they take the place of physical presence in the forum. In  
7 addition, or in the alternative, this Court has personal jurisdiction over Sheikh  
8 Hamad bin Khalifa, Sheikha Lulwah, and Dilmon because, among other contacts  
9 in the state, they devised, orchestrated, directed, facilitated, and/or participated  
10 in the schemes to defraud and steal from Mr. McKillen that were centered in and  
11 directed at California. In furtherance of these schemes, Sheikh Hamad bin  
12 Khalifa, Sheikha Lulwah, and Dilmon, directly or through their officers, agents,  
13 or representatives, intentionally directed their unlawful acts at California and  
14 ultimately derived the fruits of their unlawful acts in California. Plaintiffs' action  
15 here arises out of Sheikh Hamad bin Khalifa, Sheikha Lulwah, and Dilmon's  
16 contacts with this forum: their ownership of and/or financial interest in the  
17 Maybourne Beverly Hills, which is located in California; their engaging Mr.  
18 McKillen to perform services in California; and their refusal to compensate  
19 Plaintiffs for work performed for the Qatari Royals' enrichment in California.

20           28. This Court has personal jurisdiction over Sheikh Hamad bin Jassim  
21 because he maintains a dwelling in Los Angeles, California. In addition, or in  
22 the alternative, this Court has personal jurisdiction over Sheikh Hamad bin Jassim  
23 because, among other contacts in the state, he devised, orchestrated, directed,  
24 facilitated, and/or participated in the scheme to defraud and steal from Mr.  
25 McKillen described herein that was centered in and directed at California. In  
26 furtherance of these schemes, Sheikh Hamad bin Jassim, directly or through his  
27 agents or representatives, intentionally directed his unlawful acts at California  
28 and ultimately derived the fruits of his unlawful acts in California. Plaintiffs'

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1 action here arises out of Sheikh Hamad bin Jassim’s contacts with this forum: his  
2 financial interest in the Maybourne Beverly Hills, which is located in California,  
3 his meetings with Mr. McKillen concerning the California Fraud in California,  
4 and his refusal to compensate Plaintiffs for work performed for his own  
5 enrichment in California.

6 29. In addition, or in the alternative, this Court has personal jurisdiction  
7 over the Qatari Royal family, including HBK and HBJ, pursuant to Federal Rule  
8 of Civil Procedure 4(k)(2), for their participation in the development and  
9 execution of the Hacking Scheme against Mr. McKillen. On information and  
10 belief, by targeting Mr. McKillen based on his California activities, his  
11 relationships with California residents, and his California-based business  
12 activities, and by publishing in United States-based news outlets as outlined *infra*,  
13 the Qatari Royal family intentionally directed their conduct at the United States  
14 and knew that the brunt of the injury would be felt in the United States in the  
15 form of lost revenues and additional costs for Plaintiffs.

16 30. This Court has personal jurisdiction over Mr. Faissola and Mr.  
17 Socker because, among other contacts in the state, each directed, facilitated,  
18 and/or participated in the scheme to defraud Mr. McKillen described herein that  
19 was centered in and directed at California. In furtherance of this scheme, Mr.  
20 Faissola and Mr. Socker, directly and/or through their agents or representatives,  
21 intentionally directed their unlawful acts at California. Plaintiffs’ action here  
22 arises out of Mr. Faissola and Mr. Socker’s contacts with this forum: their  
23 engaging Mr. McKillen to perform services in California; their directing Mr.  
24 McKillen to perform services in California and approving such services on false  
25 pretenses; and/or their refusal to compensate Plaintiffs for work performed in  
26 California for the Qatari Royals’ enrichment.

27 31. This Court has personal jurisdiction over Maybourne Hotels Limited  
28 because Maybourne Hotels Limited, among other contacts in the state,

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1 participated in the scheme to defraud Mr. McKillen described herein that was  
2 centered in and directed at California. Maybourne Hotels Limited purposefully  
3 directed its unlawful acts at California, derived benefits from its unlawful acts in  
4 California, and availed itself of the privilege of conducting business in California.  
5 Plaintiffs’ action here arises out of Maybourne Hotels Limited’s contacts with  
6 this forum, including its refusal to compensate Plaintiffs for work performed in  
7 California for the Qatari Royals’ enrichment.

8       32. This Court has personal jurisdiction over Beverly Hills Acquisition  
9 LLC because it directly owns the Maybourne Beverly Hills and operates its  
10 business solely in Beverly Hills, California. Beverly Hills Acquisition LLC,  
11 through the hotel it owns and operates in California, maintains a continuous  
12 presence in this forum, offers accommodations and services to people in this  
13 forum, and profits from its activities in this forum. Beverly Hills Acquisition  
14 LLC’s affiliation with this forum is so continuous and systemic that it is  
15 essentially at home in this forum. In addition, or in the alternative, this Court has  
16 personal jurisdiction over Beverly Hills Acquisition LLC because, among other  
17 contacts in the state, Beverly Hills Acquisition LLC participated in a scheme to  
18 defraud Mr. McKillen that was centered in and directed at California. In  
19 furtherance of this scheme, Beverly Hills Acquisition LLC participated in the  
20 unlawful scheme in California and ultimately derived the fruits of its unlawful  
21 acts in California. Plaintiffs’ action here arises out of Beverly Hills Acquisition  
22 LLC’s contacts with this forum: its ownership of and financial interest in the  
23 Maybourne Beverly Hills, which is located in California, and its refusal to  
24 compensate Plaintiffs for work performed in California for the Qatari Royals’  
25 enrichment.

26       33. This Court has personal jurisdiction over the John Does because  
27 they directed, facilitated, and/or participated in the scheme to hack Mr. McKillen  
28 described herein that was centered in and directed at California. In furtherance

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1 of this scheme, the John Does intentionally directed their unlawful acts at  
2 California. Plaintiffs’ action arises out of the John Does’ contacts with this  
3 forum: stealing information from Mr. McKillen about his California activities,  
4 his relationship with California residents, and his California-based business  
5 activities, and publishing that information in United States-based news outlets  
6 available in California and intended to influence a California readership.

7 34. In addition, or in the alternative, this Court has personal jurisdiction  
8 over the John Does pursuant to Federal Rule of Civil Procedure 4(k)(2) for their  
9 participation in the development and execution of the Hacking Scheme against  
10 Mr. McKillen. On information and belief, by targeting Mr. McKillen based on  
11 his California activities, his relationships with California residents, and his  
12 California-based business activities, and by publishing in United States-based  
13 news outlets as outlined *infra*, the John Does intentionally directed their conduct  
14 at the United States and knew that the brunt of the injury would be felt in the  
15 United States in the form of lost revenues and additional costs for Plaintiffs.

16 35. Venue is proper in the Central District of California under 28 United  
17 States Code Section 1391(b)(2) because a substantial part of Plaintiffs’ injuries  
18 and the events or omissions giving rise to them occurred in Beverly Hills,  
19 California. Defendants engaged in unlawful acts with the aim and effect of  
20 injuring Plaintiffs in Beverly Hills, California, where Plaintiffs accrued expenses  
21 and performed services for which they did not receive compensation. Plaintiffs’  
22 cause of action arises out of Defendants’ unlawful actions in, and intentionally  
23 aimed at, California with respect to Plaintiffs’ services rendered in California,  
24 wherein Defendants realized the benefits of their unlawful activities.

25 **BACKGROUND**

26 36. The Maybourne Hotel Group is a group of companies that owns and  
27 operates ultra-luxury hotels worldwide under the Maybourne brand. Mr.  
28 McKillen’s involvement with the Maybourne Hotel Group began in 2004 when

1 a consortium of British and Irish investors, including Mr. McKillen, acquired  
2 shares in a group of luxury hotels previously known as the Savoy Group.  
3 Following this acquisition, and the sale of the Savoy Hotel, the group became  
4 known as the Maybourne Hotel Group, then comprising three hotels: Claridge’s,  
5 The Connaught, and The Berkeley.

6 37. Shortly thereafter, Mr. McKillen undertook the expansion,  
7 renovation, and redevelopment of the Maybourne Hotel Group’s hotels,  
8 beginning with The Connaught. Over the next few years, Mr. McKillen invested  
9 significant time, resources, and care into planning the transformation of  
10 additional Maybourne hotels, including Claridge’s and The Berkeley, with the  
11 aim of cementing them as world-leading ultra-luxurious hotels fit for royalty.

12 38. In 2015, Mr. McKillen sold his shares in the Maybourne Hotel  
13 Group to Séléné S.À R.L., a company owned by Sheikh Hamad bin Jassim. The  
14 sale of Mr. McKillen’s shares was (i) in exchange for initial consideration and  
15 (ii) subject to arrangements for him to receive further consideration based on any  
16 net increase in the value of the Maybourne Hotel Group over a period ending at  
17 the latest in April 2022 (i.e., the Deferred Payment).

18 39. Later, Sheikh Hamad bin Jassim and Sheikh Hamad bin Khalifa split  
19 ownership of the Maybourne Hotel Group between themselves.

20 40. Over the next few years, Mr. McKillen continued to manage and  
21 redevelop the Maybourne Hotel Group and its hotels. During this period, Mr.  
22 McKillen managed, expanded, and redeveloped Claridge’s, The Connaught, and  
23 The Berkeley, in addition to developing a new hotel, The Emory, and elevated  
24 these hotels to top ultra-luxury destinations worldwide.<sup>5</sup>

25  
26  
27 <sup>5</sup> See, e.g., *The Mayfair Hotel Megabuild*, BBC,  
28 <https://www.bbc.co.uk/programmes/m001gqnm> (last visited Nov. 14, 2024).

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1 41. These projects were extremely successful, and there is ample  
2 evidence that the value of the Group soared due to Mr. McKillen’s efforts. As  
3 just one example, Mr. McKillen transformed Claridge’s, doubling the size of the  
4 hotel by hiring a team of engineers and miners to construct multiple subterranean  
5 floors beneath the hotel complete with a health club, gym, spa, pools, shops, and  
6 kitchens and adding two new floors of guest suites and a penthouse suite to the  
7 roof of the hotel.<sup>6</sup> This also included the addition of many new restaurants, guest  
8 suites and room refurbishments, and luxurious redevelopment of the hotel’s  
9 common areas. The penthouse suite now has a going rate of approximately  
10 £60,000 per night.<sup>7</sup>

11 42. Although Mr. McKillen and the Qatari Royals enjoyed a productive  
12 business relationship for several years, it was not long before the Qatari Royals  
13 changed course.

14 43. By 2018, Sheikh Hamad bin Khalifa and Sheikh Hamad bin Jassim  
15 had seen the value of Mr. McKillen’s and HSMC’s services and their capacity to  
16 generate wealth for the Qatari Royals. Starting that year, the Qatari Royals  
17 affirmatively engaged Mr. McKillen and/or HSMC on four new projects: the  
18 management and redevelopment of the Maybourne Riviera, the management and  
19 redevelopment of the newly branded Maybourne Beverly Hills, the construction  
20 and development of a new Parisian hotel on the site of the historic Îlot Saint-  
21 Germain building, and the refurbishment of a mansion in Manhattan to serve as  
22 the personal residence of Sheikh Hamad bin Jassim. Mr. McKillen and/or HSMC  
23

24 \_\_\_\_\_  
25 <sup>6</sup> See Nick Foulkes, *The man behind the most spectacular makeover in Claridge’s*  
26 *history*, FINANCIAL TIMES (Dec. 16, 2020),  
<https://www.ft.com/content/0b6d50b6-6f2e-430c-a6a0-13c67349f703>.

27 <sup>7</sup> See Claire Wrathall, *Revolving sofas, a 100-inch TV and 75 Damien Hirsts:*  
28 *inside London’s most expensive hotel suite*, FINANCIAL TIMES (Oct. 19, 2023),  
<https://www.ft.com/content/8ef079e4-e143-4b9b-91b1-de2a58748c4c>.

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1 accepted each engagement on the understanding that they would be compensated  
2 through fees for services rendered—in line, of course, with normal business  
3 practices, as well as the historical business relationship with the Qatari Royals.

4 44. Once these oft-simultaneous projects began, however, the Qatari  
5 Royals saw an opportunity to increase their profits thereon—and took it. They  
6 calculated that they could defraud Mr. McKillen for years’ worth of free services  
7 in relation to these ongoing projects by stringing him and HSMC along under  
8 false representations that they would be compensated for services performed,  
9 when in fact the Qatari Royals now had no intention of paying Mr. McKillen or  
10 his companies fair compensation. Accordingly, the Qatari Royals orchestrated a  
11 series of schemes to defraud their business partner that would allow them to  
12 secure Mr. McKillen’s and HSMC’s world-class management and  
13 redevelopment expertise on a series of new luxury redevelopment projects at little  
14 to no cost.

15 45. To carry out this larger plan, the Qatari Royals fraudulently engaged  
16 and/or continued to engage Mr. McKillen and HSMC for their services, through  
17 false representations that they would be compensated in fees for the fair value of  
18 their services. Taking advantage of their trusting business partner, the Qatari  
19 Royals thereby fraudulently induced Mr. McKillen and HSMC to provide  
20 services and then denied payment based on wholly fabricated excuses. And once  
21 the Qatari Royals realized a benefit from Plaintiffs’ services on each project, they  
22 systematically stonewalled Mr. McKillen and HSMC, refusing to compensate  
23 them for many millions of dollars in services in bad faith. Sheikh Hamad bin  
24 Khalifa and Sheikh Hamad bin Jassim did not carry out these schemes alone;  
25 rather, they relied on a large network of family members, agents, representatives,  
26 and controlled entities to effectuate the schemes.

27 46. Thus far, the Qatari Royals’ schemes have gone according to plan,  
28 and they continue to operate above the law. Indeed, to this day, the Qatari Royals

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1 wrongfully maintain their systematic refusal to fairly compensate Mr. McKillen  
2 and/or HSMC for services rendered on each of these projects and have, thus far,  
3 successfully absconded with his free labor. The Riviera, Saint-Germain,  
4 California, and New York Frauds, as described below, are each ongoing, and  
5 Plaintiffs’ injuries only build. And, instead of paying him the fees he and his  
6 companies are owed, the Qatari Royals have instead met Mr. McKillen’s  
7 demands with additional schemes intended to intimidate him and his companies  
8 into ceasing their efforts to collect what they are owed.

9 47. It is now clear that these fraudulent schemes perpetrated against Mr.  
10 McKillen are consistent with a broader pattern of unlawful activities carried out  
11 by, and at the direction of, the Qatari Royals through their business partners,  
12 agents, representatives, and controlled entities for their financial benefit. Indeed,  
13 the frauds perpetrated against Mr. McKillen bear certain structural similarities to  
14 prior allegations against the Qatari Royals related to unfair labor practices,  
15 including wage theft, and data theft to retaliate against the perceived opponents  
16 of the Qatari Royal family. It is in this broader context of the Qatari Royals’  
17 lawless means of conducting business that the schemes against Plaintiffs were  
18 orchestrated and carried out by the Qatari Royals.

19 **THE RIVIERA FRAUD**

20 48. The Maybourne Riviera, a luxury hotel located in France, was the  
21 object of the Qatari Royals’ first fraud.

22 49. The Maybourne Riviera was purchased by SEDHV in 2014.  
23 SEDHV’s beneficial owner is Sheikh Hamad bin Khalifa and its chairman is  
24 Gilles de Boissieu.

25 50. In 2016, SEDHV, with the support of Dilmon, undertook a complete  
26 rebuild of the hotel’s existing infrastructure (the “Maybourne Riviera Project”)  
27 and entered into an agreement with a general contractor, Vinci Construction  
28 France. From the beginning, however, the renovation project was plagued with

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1 difficulties that delayed progress, such as strikes, legal actions, and unexpected  
2 costs.

3 51. Given these difficulties and the slow progress of the redevelopment,  
4 Sheikh Hamad bin Khalifa required the aid of someone who could be trusted to  
5 not only turn the Maybourne Riviera site around, but also to elevate it to a top  
6 luxury destination worldwide. As a result, the Qatari Royals sought out Mr.  
7 McKillen’s services.

8 52. Accordingly, in 2018, Michele Faissola, Chief Executive Officer of  
9 Sheikh Hamad bin Khalifa’s family office, Dilmon, approached Mr. McKillen  
10 and HSMC on behalf of Sheikh Hamad bin Khalifa to engage them to take over  
11 the Maybourne Riviera redevelopment project. Mr. McKillen had previously  
12 declined to manage the Maybourne Riviera Project on two occasions. This time,  
13 though, Mr. McKillen accepted the engagement, feeling some sympathy for  
14 Sheikh Hamad bin Jassim, whose daughter, Sheikha Lulwah, was ill at that time.

15 53. HSMC and SEDHV entered into a project management agreement  
16 dated September 20, 2019 (the “Riviera Agreement”), and SOF Construction  
17 SAS (“SOF”), a French company beneficially owned by Mr. McKillen and set  
18 up for the purposes of the project, entered into a general contractor agreement  
19 with SEDHV on February 5, 2021.

20 54. Under the Riviera Agreement, SEDHV entrusted HSMC with the  
21 responsibility to oversee the redevelopment of the Maybourne Riviera until  
22 completion of the work in November 2022, in exchange for compensation under  
23 a delineated fee structure. The fee structure provided for scheduled fixed  
24 payments throughout the duration of the project alongside a result fee, the value  
25 of which was to be determined at the conclusion of the project. The result fee  
26 owed to HSMC was to be calculated at half of the difference between the budget  
27 for the project and the actual costs incurred.

28

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1           55. But Mr. McKillen certainly did not expect that the Qatari Royals  
2 would falsely utilize the variable nature of a major portion of this amount due to  
3 HSMC as a hook upon which to withhold payment of fees in bad faith. Indeed,  
4 upon information and belief, the Qatari Royals decided not to fully compensate  
5 Mr. McKillen and HSMC upon conclusion of the project and instead sought to  
6 mislead him into providing services for free.

7           56. Based on a false pretense of compensation and good-faith dealings,  
8 for over three years, Mr. McKillen and HSMC poured extensive time and  
9 resources into the renovation of the Maybourne Riviera, regularly reporting on  
10 their progress to Mr. Faissola, and Marc Socker, Head of Real Estate at Dilmon.  
11 They directed, supervised, and approved the selection of contractors, the design  
12 of the hotel, and construction efforts on the site. Mr. McKillen and HSMC also  
13 worked closely to improve the hotel’s structure, the conception and design of the  
14 hotel, the furnishing of guest rooms, and the future profitability of the hotel by,  
15 for example, converting non-guest rooms into event spaces and adding rooftops,  
16 bars, and pools.

17           57. The Qatari Royals and their enterprise were pleased with this work  
18 and continued to affirm it. For instance, on September 13, 2021, Mr. Socker told  
19 Liam Cunningham, Mr. McKillen’s advisor, via email, “We are delighted as  
20 always with your team’s extraordinary efforts and project management.”

21           58. Despite these efforts, Mr. McKillen’s attempts to get his fees paid  
22 by the Qatari Royals were stonewalled. As early as January 22, 2021, Mr.  
23 McKillen emailed Sheikh Hamad bin Jassim and Mr. Faissola to express his  
24 frustration with the difficulty he was having in obtaining payment of outstanding  
25 hotel management fees owed to him at the time.

26           59. Nonetheless, continuing in good faith, Mr. McKillen and HSMC  
27 successfully completed the renovation project ahead of schedule—despite  
28 unforeseen difficulties, including uncooperative subcontractors and scheduling

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1 difficulties brought about by the COVID-19 pandemic. Mr. McKillen and  
2 HSMC also made substantial improvements to the Maybourne Riviera to  
3 optimize the quality of service provided, and their work was recognized and met  
4 with praise by the media, noting, as one example, that the “transformation . . .  
5 redefined the whole area”<sup>8</sup> and praising Mr. McKillen for converting the site into  
6 a “dramatically beautiful property.”<sup>9,10</sup>

7 60. Despite this feat, in April 2022, Mr. McKillen and HSMC’s delivery  
8 of the work was affected by a series of hostile acts undertaken by SEDHV and  
9 Maybourne Hotels Limited on behalf of the Qatari Royals, in accordance with  
10 their fraudulent scheme.

11 61. The hostilities on the Maybourne Riviera Project began when Mr.  
12 McKillen and Mr. Cunningham were removed, without warning or reason, from  
13 Maybourne Hotels Limited’s board of directors on April 1, 2022. Shortly  
14 thereafter, on April 13, 2022, Maybourne Hotels Limited informed Mr. McKillen  
15 via letter of its decision to prohibit SOF’s legal representative and the individual  
16 in charge of the Maybourne Riviera site, Frank Sinton, from accessing the site  
17 with immediate effect and without explanation. At this time, SOF was in the  
18 process of implementing substantial resources to complete the project ahead of  
19 its November 2022 conclusion.

20  
21 \_\_\_\_\_  
22 <sup>8</sup> Lanie Goodman, *First look at The Maybourne Riviera: the South of France’s*  
23 *latest star*, CONDÉ NAST TRAVELER (Jan. 10, 2022),  
24 <https://www.cntraveller.com/article/the-maybourne-riviera-south-of-france-hotel-review>.

25 <sup>9</sup> John O’Ceallaigh, *A new icon: Maybourne Riviera stakes its claim as one of the*  
26 *Mediterranean’s most spectacular hotels*, LUTE (Feb. 1, 2022),  
<https://lute.co/maybourne-riviera-hotel-review-south-of-france/>.

27 <sup>10</sup> The Maybourne Riviera went on to win numerous awards as early as 2022. *See*  
28 *Our Awards, THE MAYBOURNE RIVIERA*, <https://www.maybourneriviera.com/awards/> (last visited Nov. 14, 2024).

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1           62. Then, on April 21, 2022, Mr. de Boissieu informed Mr. Sinton via  
2 letter that SEDHV was terminating its agreement with SOF on the nonsensical  
3 grounds of SOF’s abandonment of the site. Only a few days later, on April 25,  
4 2022 and over six months ahead of schedule, SEDHV unilaterally decided to  
5 pronounce early acceptance of the work on the Maybourne Riviera. The  
6 Maybourne Riviera was opened to the public thereafter.

7           63. Upon SEDHV terminating HSMC’s contract, and despite the  
8 acclaim Mr. McKillen and HSMC’s work received, SEDHV refused to pay  
9 HSMC the balance of fees owed for work performed on the Maybourne Riviera.  
10 Instead, SEDHV fabricated disputes over payment that lacked any basis in fact.  
11 On information and belief, SEDHV has acted in this manner at the direction of  
12 the Qatari Royals.

13           64. Upon completion of the project, HSMC was due a final installment  
14 of the fixed fee, as provided for under the Riviera Agreement. Accordingly, on  
15 May 12, 2022, HSMC sent SEDHV an invoice for €2,000,000, representing the  
16 final installment. On June 30, 2022, Mr. Cunningham provided final notice of  
17 payment to SEDHV via letter to Mr. de Boissieu. On July 29, 2022, Diarmaid  
18 Mullarkey, Mr. McKillen’s advisor and Finance Director at HSMC, reiterated  
19 final notice to SEDHV via email.

20           65. But SEDHV refused to pay HSMC the balance of the fixed fee  
21 owed. On information and belief, this refusal was made at the direction of Sheikh  
22 Hamad bin Khalifa. On August 5, 2022, Mr. de Boissieu indicated to Mr.  
23 Cunningham via letter that SEDHV would not be paying the final installment of  
24 the fixed fee and fabricated issues with the quality of HSMC’s work. Knowing  
25 these complaints to be fabricated, HSMC reiterated its formal notice of payment  
26 of the fixed fee to SEDHV in a response letter dated September 7, 2022. SEDHV  
27 refused to change its position.  
28

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1           66. It soon became clear that SEDHV did not intend to pay its  
2 obligations to HSMC. HSMC was also due a result fee upon completion of the  
3 project under the Riviera Agreement. On June 30, 2022, Mr. Cunningham sent  
4 Mr. de Boissieu formal notice of payment along with HSMC’s final work report  
5 detailing the result fee owed via letter. The result fee noticed was for the amount  
6 of €17,623,119.60, calculated on the basis of half the value of cost savings in  
7 comparison to the project’s budget as provided for under the Riviera Agreement  
8 and to be paid upon completion of the project. On July 1, 2022, HSMC sent  
9 SEDHV a formal invoice for this amount.

10           67. But again, SEDHV refused to pay HSMC any portion of the result  
11 fee owed. On information and belief, this refusal was made at the direction of  
12 Sheikh Hamad bin Khalifa. On August 1, 2022, Mr. de Boissieu responded to  
13 Mr. Cunningham via letter indicating that SEDHV would not be paying the result  
14 fee and fabricating issues involving the quality of HSMC’s work and  
15 improvements made. Mr. de Boissieu, on behalf of SEDHV, proposed an  
16 “alternative” calculation by inserting additional costs incurred, without providing  
17 any supporting evidence that these costs were actually incurred. These fabricated  
18 costs, including a fraudulent invoice from Claridge’s, conveniently wiped out the  
19 prospect of any result fee being owed to HSMC. Knowing the costs to be  
20 fabricated, HSMC reiterated its formal notice of payment of the result fee to  
21 SEDHV in its response letter dated September 7, 2022.

22           68. At this time, an asset seizure order is in place in France against  
23 SEDHV and for the benefit of SOF in an amount of €12.5 million.

24           69. To date, the Qatari Royals and their business partners, agents,  
25 representatives, and controlled entities have refused to make Mr. McKillen and  
26 HSMC whole via fees for over three years of work on the Maybourne Riviera,  
27 choosing instead to hide behind clearly fabricated excuses. And the Qatari  
28

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1 Royals have no intent to do so, having increased the value of their investments  
2 through the theft of Mr. McKillen and HSMC’s services.

3 70. The Qatari Royals furthered the Riviera Fraud through phone  
4 communications terminating in California between the Qatari Royals and/or their  
5 agents, on the one hand, and Plaintiffs and/or their agents, on the other hand. For  
6 instance, on March 9, 2021 and again on November 15, 2021, Sheikh Hamad bin  
7 Jassim sent Mr. McKillen voice notes via WhatsApp when both were located in  
8 California to arrange meetings at which work on the Maybourne Riviera was  
9 discussed and furthered, among other hotel projects. What is more, throughout  
10 the Riviera Fraud, Dilmon utilized an email server located in the United States  
11 through which it routed its emails to further the scheme.<sup>11</sup>

12 **THE SAINT-GERMAIN FRAUD**

13 71. The Îlot Saint-Germain, the historic headquarters of the French  
14 Ministry of Defense located in Paris, France, was the object of the Qatari Royals’  
15 second fraud on Mr. McKillen and HSMC.

16 72. On September 18, 2018, Sheikh Hamad bin Jassim met with Mr.  
17 McKillen in London to discuss the Sheikh’s interest in acquiring the Îlot Saint-  
18 Germain building and transforming it into a luxury hotel (the “Saint-Germain  
19 Project”). Sheikh Hamad bin Jassim requested Mr. McKillen’s expert opinion  
20 on whether it was a prudent investment. Shortly thereafter, Mr. McKillen visited  
21 the Îlot Saint-Germain site and advised Sheikh Hamad bin Jassim that, indeed, it  
22 was a good investment opportunity.

23 73. Trusting Mr. McKillen’s counsel, Sheikh Hamad bin Jassim  
24 purchased the Îlot Saint-Germain building in 2019 through his company created  
25

26 \_\_\_\_\_

27 <sup>11</sup> Dilmon.com is maintained on an Amazon server, whose emails appear to be  
28 routed through Princeton, New Jersey. The domain registrar, GoDaddy.com, is  
based in Arizona.

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1 specifically for the transaction, Constellation Paris. Constellation Paris is chaired  
2 by Fady Bakhos, a longtime advisor to the Al Thani family.

3 74. Immediately following the purchase, Sheikh Hamad bin Jassim  
4 returned to Mr. McKillen to ask whether Mr. McKillen would manage the  
5 project. Sheikh Hamad bin Jassim represented to Mr. McKillen that the Saint-  
6 German project would be rendered and fees paid in accordance with prior hotel  
7 projects, and Mr. McKillen accepted the engagement in reliance on those  
8 representations. However, at some time during the project, the Qatari Royals saw  
9 another opportunity through which to effectuate their larger scheme and acquire  
10 Mr. McKillen’s world-class services for free by inducing him to continue his  
11 services under the false representation that he would be paid. In reality, the Qatari  
12 Royals again sought to obtain as much work from Mr. McKillen and HSMC as  
13 possible before denying payment in bad faith.

14 75. The volume of work the Qatari Royals were able to obtain from Mr.  
15 McKillen and HSMC with respect to planning the Saint-Germain Project  
16 (planning hereinafter referred to as “Phase 1”) was significant. Sheikh Hamad  
17 bin Jassim engaged Mr. McKillen and HSMC as project managers and  
18 consultants for the project. In that role and pursuant to the agreement, Mr.  
19 McKillen and HSMC oversaw all aspects of planning to construct a new hotel in  
20 the building, complete with lounges, luxury boutiques, a wellness center,  
21 swimming pools, and a restaurant and bar. Mr. McKillen and HSMC’s Phase 1  
22 work included developing plans for the creation of the new hotel, providing input  
23 and guidance for all aspects of the Saint Germain Project, and supervising any  
24 Phase 1 tasks that occurred on-site. Further, immediately following their  
25 engagement until September 2021, Mr. McKillen and HSMC reviewed and  
26 selected contractors for the project, reviewed and provided feedback on the  
27 design and structure of the hotel, provided feedback on the project’s business  
28 plan and other financial aspects, obtained administrative authorizations for the

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1 project, and played an instrumental role in presenting the project to the public on  
2 September 14, 2021. All of this preparation was essential to the actual  
3 construction of the Saint Germain Project.

4 76. As one example of Mr. McKillen and HSMC’s centrality in the  
5 hotel’s development, in an email dated March 24, 2021 to Gleeds Project &  
6 Construction Management Services (“Gleeds”)—the cost consultant on the  
7 project—and Vinci Immobilier, the real estate developer, Mr. Bakhos relayed  
8 “instructions given by [Sheikh Hamad bin Jassim]” for Gleeds and Vinci  
9 Immobilier to develop the hotel “under Mr. McKillen’s advice and guidance” and  
10 noting that the housing scheme is to be developed “in accordance with the plan  
11 to be determined by Mr. McKillen.” What is more, Sheikh Hamad bin Jassim  
12 and Constellation Paris postponed meetings if Mr. McKillen was not available  
13 and took care to ensure his availability ahead of other stakeholders, given his  
14 critical role on the project.

15 77. The Qatari Royals continually acknowledged and affirmed Mr.  
16 McKillen and HSMC’s work. For instance, on September 14, 2021, Mr.  
17 McKillen messaged Sheikh Hamad bin Jassim via WhatsApp concerning  
18 progress on the Saint-Germain Project. He said, in relevant part, “As you  
19 probably know I’m going to Paris today to present Maybourne to the Local  
20 Mayor[.]” Sheikh Hamad bin Jassim affirmed and thanked him for his work,  
21 saying, “Well, good luck Paddy and I hope we see you soon either in Doha or in  
22 London. Thank you.”

23 78. Notwithstanding Mr. McKillen’s and HSMC’s central role in the  
24 project, soon after the hotel’s public unveiling, the Qatari Royals indicated to Mr.  
25 McKillen that they did not intend to compensate him for services rendered, once  
26 again fabricating excuses out of whole cloth.

27 79. On September 16, 2021, two days following Mr. McKillen’s  
28 participation in the presentation of the new hotel to the public, Mr. McKillen,

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1 proceeding in good faith, sent Mr. Bakhos a letter containing fees owed for work  
2 performed in relation to the Saint-Germain Project. On September 26, 2021, Mr.  
3 Bakhos sent an email to Mr. Cunningham refusing to compensate Mr. McKillen  
4 and HSMC for work performed, boldly stating that “no project management work  
5 [in relation to the Saint-Germain Project] is required other than that currently  
6 being carried out by Gleeds.” This response was especially disingenuous in light  
7 of an email from Gleeds to HSMC sent three days earlier in which Gleeds  
8 highlighted “a number of important points relating to the planning application  
9 and detailed design development, which require [HSMC’s] input.”

10 80. Once it became clear that the Qatari Royals had no intention of  
11 paying Mr. McKillen or HSMC for work on the Saint-Germain Project, Mr.  
12 McKillen and HSMC withdrew from the project.

13 81. At this time, an asset seizure order is in place in France against  
14 Constellation Paris and for the benefit of HSMC in an amount of €20 million.

15 82. To date, the Qatari Royals and their business partners, agents and  
16 representatives, and controlled entities have refused to pay Mr. McKillen or  
17 HSMC any fees whatsoever for work on the Saint-Germain Project.

18 83. The Qatari Royals furthered the Saint-Germain Fraud through phone  
19 and video communications terminating in California between the Qatari Royals  
20 and/or their agents, on the one hand, and Plaintiffs and/or their agents, on the  
21 other hand. For instance, on March 12, 2021, while Mr. McKillen and Sheikh  
22 Hamad bin Jassim were both in Los Angeles, Mr. McKillen messaged Sheikh  
23 Hamad bin Jassim via WhatsApp concerning progress on the Saint-Germain  
24 Project. He said, in relevant part, “Thanks for delicious lunch with your family.  
25 Spoke to Fady [Bakhos] and getting all Paris info today. Will meet team in person  
26 on 18 th [sic] in Paris . . . Let me know if you need any help with Gehry meeting.”  
27 Sheikh Hamad bin Jassim responded via voice note. Further, on May 26, 2021,  
28

1 Sheikh Hamad bin Jassim attended a presentation concerning the Saint-Germain  
2 Project virtually via Zoom from his home in Los Angeles.

3 **THE CALIFORNIA FRAUD**

4 84. The now-branded Maybourne Beverly Hills, a luxury hotel in  
5 California, was the object of the Qatari Royals' third fraud.

6 85. In the summer of 2019, Sheikh Hamad bin Khalifa and Sheikh  
7 Hamad bin Jassim took interest in expanding the Maybourne Hotel Group's  
8 portfolio with the addition of a luxury hotel in California. At that time, Sheikh  
9 Hamad bin Khalifa identified a hotel then known as the Montage Beverly Hills  
10 to add to the Maybourne Hotel Group's collection. Sheikh Hamad bin Khalifa  
11 enlisted the aid of Marc Socker, Michele Faissola, and his daughter and right-  
12 hand operative for his hotel investments, Sheikha Lulwah, to evaluate the  
13 opportunity.

14 86. Accordingly, in June 2019, Mr. Socker contacted Mr. McKillen to  
15 request that he and Mr. Cunningham carry out a financing analysis surrounding  
16 the potential acquisition of the Montage Beverly Hills. This was a sensible  
17 request, given Mr. McKillen's relationship with the Qatari Royals and the fact  
18 that his family has had a house in Los Angeles for over thirty years, during which  
19 time Mr. McKillen has been involved in multiple redevelopment projects there.  
20 Mr. Socker told Mr. McKillen that Ohana Real Estate, owners of the Montage  
21 Beverly Hills, had expressed interest in providing Maybourne Hotel Group with  
22 an opportunity to bid for the hotel, alongside other bidders. According to Mr.  
23 Socker, a key reason behind Ohana's extending this opportunity to Maybourne  
24 Hotel Group was Mr. McKillen's personal relationship with Ohana's CEO, Chris  
25 Smith.

26 87. In the summer of 2019, Mr. Faissola, acting on behalf of Sheikh  
27 Hamad bin Khalifa and Sheikha Lulwah, reached out to Mr. McKillen to relay  
28 that Sheikha Lulwah would approve her father's purchase of the Montage

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1 Beverly Hills only on the condition that Mr. McKillen affirmed that the purchase  
2 price accurately reflected the hotel’s value *and* that Mr. McKillen and HSMC  
3 would oversee the redevelopment and management of the hotel (the “Maybourne  
4 Beverly Hills Project”). Mr. McKillen proceeded in keeping with their business  
5 relationship and affirmed to Sheikha Lulwah via telephone call that the California  
6 property was a good investment opportunity and that he and his team would  
7 manage and redevelop the new hotel upon purchase.

8 88. On August 22, 2019, Mr. Socker emailed Mr. Cunningham to  
9 inform him that the Maybourne Hotel Group had been awarded exclusivity in  
10 connection with the acquisition of the Montage Beverly Hills two days earlier,  
11 and singled out “relationships (including Paddy’s with Chris Smith)” as a key  
12 factor supporting their success. Mr. Socker then made clear that Mr. McKillen  
13 and his team were expected to be responsible for operational due diligence and  
14 formulating a business and renovation plan.

15 89. So important was Mr. McKillen’s assessment of the hotel and his  
16 vision for its redevelopment that Sheikh Hamad bin Khalifa wanted to hear about  
17 it for himself. In October 2019, Mr. McKillen flew to Doha, Qatar for a face-to-  
18 face meeting held on October 9th with Sheikh Hamad bin Khalifa, Sheikha  
19 Lulwah, Mr. Faissola, and Mr. Socker on the Sheikh Hamad bin Khalifa’s yacht  
20 to discuss the opportunity in California. There, Mr. McKillen presented the  
21 vision for the hotel to Sheikh Hamad bin Khalifa. Mr. McKillen confirmed to  
22 Sheikh Hamad bin Khalifa his views on the opportunity presented by the hotel  
23 and gave his commitment to manage and strategically redevelop the hotel in  
24 California. In reliance on said commitment, Sheikh Hamad bin Khalifa allowed  
25 the acquisition to proceed.

26 90. Through these various dealings, the Qatari Royals engaged Mr.  
27 McKillen on the Maybourne Beverly Hills Project under the pretense of an  
28

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1 ordinary course extension of a preexisting business relationship, complete with  
2 compensation for annual hotel and project management fees.

3 91. And at the time of the engagement, the Qatari Royals *knew* that Mr.  
4 McKillen believed his acceptance to be premised upon receiving fees in exchange  
5 for services provided, as had been the practice for prior hotel and project  
6 management services Mr. McKillen and HSMC had provided outside of the  
7 above schemes. The Qatari Royals gave no indication that the Maybourne  
8 Beverly Hills Project would be any different. Further, the Qatari Royals  
9 understood that Mr. McKillen would not agree to expend the vast resources  
10 required for a project of such size without fair compensation.

11 92. What is more, later that month, on October 16, 2019, Mr. McKillen,  
12 Mr. Cunningham, Mr. Socker, and Mr. Faissola met the outgoing management  
13 team of the Montage Beverly Hills at the Berkeley Hotel in London.<sup>12</sup> There, on  
14 behalf of the Qatari Royals, Mr. Faissola and Mr. Socker explained that HSMC  
15 would replace the outgoing management team and manage and operate the hotel  
16 as the Maybourne Beverly Hills going forward. After this meeting, and on behalf  
17 of Sheikh Hamad bin Khalifa, Mr. Faissola confirmed to Mr. McKillen that  
18 HSMC would be compensated with fees paid for work performed on the  
19 Maybourne Beverly Hills.

20 93. Given now-explicit assurances of compensation coupled with their  
21 years-long business relationship in which he had been compensated for work  
22 performed, Mr. McKillen had every reason to believe he would be paid.  
23 However, at some time during the course of the agreement, the Qatari Royals  
24 decided that they had no intention of compensating Mr. McKillen for his services  
25

26 <sup>12</sup> During the time of the redevelopment of the Maybourne Beverly Hills, Mr.  
27 Faissola was the subject of criminal proceedings in Italy for alleged wrongdoing  
28 during his tenure at Deutsche Bank and therefore could not travel himself to the  
United States.

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1 on the Maybourne Beverly Hills, but fraudulently induced him to continue his  
2 services. Indeed, the Qatari Royals had, under the promise and pretense of  
3 compensation, solicited Plaintiffs, a foreign individual and company, to perform  
4 additional work in the United States under materially false pretenses.

5 94. On December 20, 2019, the Qatari Royals purchased the Montage  
6 Beverly Hills via Beverly Hills Acquisition LLC, a holding company ultimately  
7 owned by Sheikh Hamad bin Khalifa, as direct owner and operator. The former  
8 Montage Beverly Hills was then renamed the Maybourne Beverly Hills. Shortly  
9 thereafter, on January 19, 2020, upon landing in Los Angeles, Mr. McKillen  
10 reached out to Sheikh Hamad bin Jassim via WhatsApp to discuss the Maybourne  
11 Beverly Hills project. Mr. McKillen wrote, “I arrived in LA for a few days and  
12 thought I’d let you know in case you are here for a chat and update.” Sheikh  
13 Hamad bin Jassim responded, re-affirming the Qatari Royals’ intention to have  
14 Mr. McKillen lead the redevelopment of the Maybourne Beverly Hills, saying,  
15 “Unfortunately I am in Doha ... when you are going to take over the hotel in  
16 L.A?”

17 95. Accordingly, over the next two years, Mr. McKillen and his team  
18 undertook a massive redevelopment effort for the benefit of the Qatari Royals.  
19 First, from January to May 2020, Mr. McKillen and his team transitioned the  
20 hotel to the Maybourne brand. Then, from May 2020 until January 2022, they  
21 led the hotel’s overall strategic development and management. Over this time,  
22 Mr. McKillen not only ensured that the Maybourne Beverly Hills was  
23 transformed into a first-rate hotel, but also kept the Maybourne Beverly Hills  
24 operational during the redevelopment. The work HSMC performed during this  
25 period was wide-ranging and ensured that the Maybourne Beverly Hills was  
26 brought up to the highest standards of luxury.

27 96. Mr. McKillen and HSMC’s work included, but was not limited to,  
28 effecting the rebranding of the hotel from the Montage Beverly Hills to the

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1 Maybourne Beverly Hills, budgeting capital expenditures for significant  
2 improvements, designing and overseeing redevelopment of guest suites and  
3 rooms and common areas, designing and overseeing redevelopment of new food  
4 and beverage spaces, designing a plan to relocate the hotel’s kitchen to facilitate  
5 these new spaces, preparing landscaping plans and a parking layout, developing  
6 plans for the hotel’s entrance and shops and galleries, preparing a significant plan  
7 to add three new stories to the hotel, attracting top artists, meeting with staff, full-  
8 time residents, travel agents, and potential guests, and navigating local Beverly  
9 Hills planning and permitting requirements related to the redevelopment, all  
10 while managing the day-to-day operations of the Maybourne Beverly Hills.

11 97. A project of this size required Mr. McKillen to be regularly engaged  
12 on-site in California. Mr. McKillen secured a special travel exemption to travel  
13 to and work in California during the COVID-19 pandemic to oversee the  
14 redevelopment of the Maybourne Beverly Hills.<sup>13</sup> Further, HSMC’s agents were  
15 themselves on-site in Beverly Hills to manage the redevelopment virtually every  
16 day. Thus, the Qatari Royals furthered the California Fraud through frequent  
17 phone communications terminating in California between the Qatari Royals  
18 and/or their agents, on the one hand, and Plaintiffs and/or their agents, on the  
19 other hand.

20 98. And the Qatari Royals communicated frequently with Plaintiffs  
21 throughout the project. For instance, on August 17, 2020, Mr. McKillen updated  
22 Sheikh Hamad bin Jassim via WhatsApp, “I was in LA to open our new  
23 Maybourne Beverly Hills. It went very well. Locals love us already. Very  
24

25 <sup>13</sup> Specifically, Mr. McKillen traveled to Los Angeles during the following dates:  
26 September 13 to 16, 2019; November 4 to 11, 2019; December 15 to 17, 2019;  
27 January 19 to 21, 2020; August 10 to 16, 2020; October 26 to November 1, 2020;  
28 February 16 to 21, 2021; March 10 to 17, 2021; April 20 to 30, 2021; July 8 to  
16, 2021; September 29 to October 1, 2021; November 11 to 21, 2021; and  
December 30, 2021, to January 9, 2022.

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1 successful.” The Qatari Royals were not only aware of the ongoing work, but  
2 also regularly engaged with Mr. McKillen and his team throughout the process  
3 to ensure that they accrued the maximum benefit from this work. Indeed, the  
4 Qatari Royals, through Sheikha Lulwah, Mr. Socker and Mr. Faissola,  
5 continually made requests of Mr. McKillen, regularly approved his work, and  
6 encouraged continued efforts throughout the redevelopment process, often  
7 emphasizing the value they placed on Mr. McKillen and his services.

8 99. As an example, on November 4, 2020, Mr. McKillen sent Sheikha  
9 Lulwah a text message informing her that the new guestrooms at the Maybourne  
10 Beverly Hills would be complete in February or March 2021. Sheikha Lulwah  
11 asked when the redevelopment on the Maybourne Beverly Hills had begun, and  
12 Mr. McKillen provided an update on Plaintiffs’ ongoing work on the  
13 redevelopment of the hotel’s guestrooms, lobby, and dining options. Mr.  
14 McKillen assured Sheikha Lulwah that he and his team would build the  
15 Maybourne Beverly Hills’s food and beverage offerings “to be a destination.”  
16 Sheikha Lulwah echoed this sentiment and agreed that Mr. McKillen would “be  
17 able to add significant improvements” to the dining and beverage options at the  
18 Maybourne Beverly Hills.

19 100. Further, on March 8, 2021, while Mr. McKillen was in California,  
20 he sent Mr. Faissola a text message stating that a new restaurant at the Maybourne  
21 Beverly Hills was the “hottest in [town].” Mr. Faissola emphasized the value Mr.  
22 McKillen provided to the Qatari Royals through the project, responding that  
23 “there is no competition given location and management. Before it was poorly  
24 managed. They simply did not understand the business.” Mr. McKillen  
25 responded, “We’ll make it No 1 hotel in North America.” Mr. Faissola  
26 responded, “Agreed!!!”

27 101. And on April 15, 2021, Mr. McKillen texted Mr. Socker, who  
28 directed and approved his work, concerning the level of detail required for the

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1 budget on the Maybourne Beverly Hills’s new food and beverage offerings.  
2 Specifically, Mr. McKillen asked Mr. Socker if a “pretty accurate” square footage  
3 estimate would suffice at the time, as it was “too early to give a 100 percent  
4 accurate quote.” Mr. Socker told Mr. McKillen that it was important to receive  
5 the budget the next day, but that an estimate would be fine. Mr. Socker  
6 concluded, “Thanks Paddy . . . Appreciate the efforts.” Mr. McKillen responded,  
7 “No problem. We’ll work on it till dawn if necessary.”

8 102. In addition to frequent engagement with the Qatari Royals and their  
9 agents via text message, Mr. McKillen also personally met with Sheikh Hamad  
10 bin Jassim in Los Angeles to discuss the various hotel projects, including the  
11 Maybourne Beverly Hills, as arranged via WhatsApp communications between  
12 the parties.

13 103. On February 17, 2021, while located in Los Angeles, Mr. McKillen  
14 messaged Sheikh Hamad bin Jassim via WhatsApp to arrange a meeting to  
15 discuss various hotel projects. He said, “I’m in LA but will leave on Sunday.  
16 Can you roughly let me know when you plan your trip here and I’ll come back  
17 for a day.” Sheikh Hamad bin Jassim responded, “I will be from the 2nd or 3rd  
18 of March for 17 days in L.A[.] so u [sic] can chose the time and I will be happy  
19 to see you any time that suits you.” Mr. McKillen and Sheikh Hamad bin Jassim  
20 then agreed to meet on March 10 or 11.

21 104. On March 2, 2021, Mr. McKillen messaged Sheikh Hamad bin  
22 Jassim to confirm their meeting concerning the various hotel projects, saying, in  
23 relevant part, “I’m back in London now but available to go to LA to see you if it  
24 still suits you. You mentioned 10th or 11th. Is there a day and time you prefer? It  
25 would be great if we got a few hours to agree [on] the future for the hotels and  
26 our business partnership going forward.” Sheikh Hamad bin Jassim responded,  
27 “Yes I am in the plane now flying to LA. 10th and 11th both work for me, I will  
28 be happy to discuss our future relationship.”

1 105. A few days later, on March 9, Sheikh Hamad bin Jassim, then having  
2 arrived in Los Angeles, left Mr. McKillen a voice note seeking to meet to discuss  
3 the ongoing hotel projects, including the Maybourne Beverly Hills. Sheikh  
4 Hamad bin Jassim said, in relevant part, “Um, can we, eh, have lunch together in  
5 my house [in Beverly Hills] at 12 o’clock on the 11th?” Mr. McKillen responded,  
6 in relevant part, “Perfect Boss. See you then.”

7 106. Over the course of the redevelopment, it is clear that Mr. McKillen  
8 provided an immense benefit to the Qatari Royals from a commensurate amount  
9 of work. For instance, Mr. McKillen invited many well-known friends and  
10 celebrities who supported the hotel. Mr. McKillen ultimately reinvigorated the  
11 property and transformed the hotel into not only a top luxury hotel in Beverly  
12 Hills, but also a world-class establishment. Mr. McKillen’s efforts to transform  
13 the Maybourne Beverly Hills did not go unnoticed and received extensive praise  
14 and acclaim in the media. Media outlets praised the “sophisticated, old-school  
15 luxury”<sup>14</sup> throughout the redeveloped hotel, from the “opulence commingl[ing]  
16 with a breezy coastal vibe in the newly refurbished lobby” to the hotel’s “world-  
17 renowned dining and culinary collaborations[.]”<sup>15</sup> And during this period Mr.  
18 McKillen received no indication that anything had changed with respect to his  
19 business relationship with the Qatari Royals, compensation-related or otherwise.

20 107. Indeed, on April 24, 2021, while Mr. McKillen was in Los Angeles,  
21 Mr. McKillen messaged Sheikh Hamad bin Jassim, “Congratulations today on  
22 our 6 year anniversary of signing our partnership.” Sheikh Hamad bin Jassim  
23

24 <sup>14</sup> Krista Simmons, Review of Maybourne Beverly Hills, CONDÉ NAST  
TRAVELER, [https://www.cntraveler.com/hotels/united-states/beverly-](https://www.cntraveler.com/hotels/united-states/beverly-hills/montage-beverly-hills)  
25 [hills/montage-beverly-hills](https://www.cntraveler.com/hotels/united-states/beverly-hills/montage-beverly-hills) (last visited Nov. 14, 2024).

26 <sup>15</sup> Felicity Carter, *Take A First Look At The Ultra-Luxurious Maybourne Beverly*  
27 *Hills Hotel*, FORBES (May 30, 2020),  
28 [https://www.forbes.com/sites/felicitycarter/2020/05/30/take-a-first-look-at-the-](https://www.forbes.com/sites/felicitycarter/2020/05/30/take-a-first-look-at-the-ultra-luxurious-maybourne-beverly-hills-hotel/?sh=66e7a0813828)  
[ultra-luxurious-maybourne-beverly-hills-hotel/?sh=66e7a0813828](https://www.forbes.com/sites/felicitycarter/2020/05/30/take-a-first-look-at-the-ultra-luxurious-maybourne-beverly-hills-hotel/?sh=66e7a0813828).

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1 responded, “Thank u [sic] my friend ,and [sic] thank u [sic] for the good work  
2 and I hope we will continue our relation for a long time.”

3 108. By June 2021, Mr. McKillen was actively attempting to secure  
4 compensation by way of fees for services rendered. But, according to plan, the  
5 Qatari Royals, themselves and through their representatives, engaged in a variety  
6 of tactics to ward off Mr. McKillen’s requests for payment: lulling Mr. McKillen  
7 into believing that he would be paid for his work before declining to effectuate  
8 payment at the last minute, stonewalling Mr. McKillen rather than engaging with  
9 his requests, and eventually outright denying payment.

10 109. On June 29, 2021, Mr. McKillen met with Mr. Faissola at The  
11 Connaught in London, where he attempted to discuss specifics of a fee  
12 arrangement for the Maybourne Beverly Hills project. Mr. Faissola, acting as  
13 though he was proceeding in good faith, instructed Mr. McKillen to put his fee  
14 proposal in writing.

15 110. Mr. McKillen did so and on July 1, 2021 transmitted his fee proposal  
16 to Mr. Faissola via letter. Therein Mr. McKillen stated that HSMC was owed \$6  
17 million in project management fees on an annual basis, to be paid quarterly, from  
18 January 2020 to January 2025. Mr. McKillen reasoned that “given what [HSMC]  
19 had already delivered this fee should begin from January 2020 . . . when the real  
20 work began with multiple meetings and interaction with City Authorities and  
21 building relationships with the city in order to get them aligned on the  
22 redevelopment of the project.” Mr. McKillen’s proposal was met with  
23 stonewalling by the Qatari Royals. Mr. Faissola never responded to Mr.  
24 McKillen’s July 1, 2021 fee proposal letter.

25 111. In September 2021, Mr. McKillen again asked Mr. Faissola about  
26 payment of fees. Despite Mr. McKillen’s regular communications with Mr.  
27 Faissola over the preceding twenty months, Mr. Faissola refused to pay Mr.  
28 McKillen for the work performed.

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1 112. Believing this to be a misunderstanding, Mr. McKillen elected to  
2 speak with the Qatari Royals directly. Mr. McKillen first reached out to Sheikha  
3 Lulwah to request payment of fees. Sheikha Lulwah informed Mr. McKillen that  
4 Mr. Faissola acted in a representative capacity on behalf of her family, and thus  
5 spoke on behalf of Sheikh Hamad bin Khalifa and herself when he indicated to  
6 Mr. McKillen that he would not receive payment of fees for the Maybourne  
7 Beverly Hills Project.

8 113. Despite discussions concerning payment becoming tense, Mr.  
9 McKillen continued to provide services for the Qatari Royals’ benefit in good  
10 faith, and the Qatari Royals knew that Mr. McKillen and HSMC continued to  
11 work diligently on the project, as evident from WhatsApp communications.

12 114. On September 14, 2021, Mr. McKillen messaged Sheikh Hamad bin  
13 Jassim via WhatsApp concerning his team’s progress on the Maybourne Beverly  
14 Hills, and Sheikh Hamad bin Jassim continued to affirm Mr. McKillen’s work  
15 for the Qatari Royals’ benefit. Mr. McKillen wrote, in relevant part, “FYI I’ll be  
16 in LA from 28 till 7 th [sic] October to present our new Maybourne Beverly Hills  
17 project to the City Council. Just to let you know I won’t be in London during  
18 these days.” Sheikh Hamad bin Jassim responded, “Well, good luck Paddy and  
19 I hope we see you soon either in Doha or in London. Thank you.”

20 115. And on November 15, 2021, Sheikh Hamad bin Jassim left Mr.  
21 McKillen a voice note via WhatsApp to schedule a meeting with Mr. McKillen  
22 in Los Angeles the following day to discuss ongoing hotel projects. He said, in  
23 relevant part, “Paddy how about we meet afternoon late in the, in the Maybourne  
24 hotel [in Beverly Hills]?” Mr. McKillen, then located in California, responded,  
25 in relevant part, “Sadly I’ll be in San Francisco on Wednesday till 8 pm I’m here  
26 tomorrow Tuesday and then Thursday till Sunday. Is there any other time that  
27 suits you please?” The two then continued to exchange voice notes concerning  
28 scheduling. Sheikh Hamad bin Jassim later asked, via voice note, “Are you

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1 available today around 4:30 between 4:30 and 5 to come to the house [in Beverly  
2 Hills] we'll have a cup of coffee together.” Mr. McKillen responded, “Yes I can  
3 make it at 4 this afternoon absolutely. See you at your home.” Sheikh Hamad  
4 bin Jassim said, via voice note, “Okay 4:30 I am waiting for you Paddy, thank  
5 you.” Sheikh Hamad bin Jassim solicited Mr. McKillen for this meeting in  
6 California, in part, to discuss Mr. McKillen’s management of projects, including  
7 the Maybourne Beverly Hills.

8 116. Nonetheless, Mr. McKillen continued to be unsuccessful in  
9 obtaining fees from the Qatari Royals. On November 22, 2021, Mr. McKillen’s  
10 assistant asked Mr. Faissola and Mr. Socker to pass on a letter to Sheikh Hamad  
11 bin Khalifa and Sheikh Hamad bin Jassim authored by Mr. McKillen detailing  
12 the work he and his team had performed in California. Mr. McKillen emphasized  
13 that, as the Qatari Royals already knew, Mr. McKillen and HSMC had “managed  
14 the new hotel in Beverly Hills for 2 years” and “created hundreds of  
15 improvements both physically and operationally to bring [the Hotel] up to the  
16 highest standards of luxury in North America.” Mr. McKillen highlighted his  
17 team’s extensive efforts to obtain necessary permitting and approvals for the  
18 expansion of the Maybourne Beverly Hills, which included meetings with the  
19 Mayor of Beverly Hills, the City Manager of Beverly Hills, and members of the  
20 Beverly Hills City Council. Mr. McKillen explained to Sheikh Hamad bin  
21 Khalifa and Sheikh Hamad bin Jassim that Sheikh Hamad bin Khalifa’s  
22 representatives had refused to pay him the fees owed. Mr. McKillen informed  
23 the Qatari Royals that he could not let his injury in California continue to accrue  
24 by extending the duration of his providing services for which he was not  
25 receiving payment. Accordingly, Mr. McKillen stated that he was forced to  
26 “withdraw [his] energies and the efforts of [his] people from the Beverly Hills  
27 Project” and “hand over [the] project in a professional and safe fashion” to Sheikh  
28 Hamad bin Khalifa’s representatives.

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1 117. Sheikh Hamad bin Khalifa responded to Mr. McKillen’s earnest  
2 demands by making clear that Mr. McKillen’s role in the redevelopment and  
3 management of the Maybourne Beverly Hills had come to an end. On December  
4 2, 2021, Sheikh Hamad bin Khalifa sent Mr. McKillen a brief response letter that  
5 did not dispute any of Mr. McKillen’s claims but ignored his demand for  
6 payment.<sup>16</sup> Rather, Sheikh Hamad bin Khalifa thanked Mr. McKillen for “all [of  
7 his] efforts and hard work over the past 7 years in developing and managing the  
8 Maybourne Group’s hotels” and asked that Mr. McKillen ensure “that over the  
9 coming weeks and months a professional transition of management is  
10 coordinated with Michele [Faissola] and his team to ensure that the hotels  
11 continue to function properly to the best of their potential in the short and medium  
12 term.”

13 118. Despite the seeming finality of the Qatari Royals’ response in this  
14 letter, they continued to string Mr. McKillen along by lulling him into believing  
15 that he *might* be compensated—and that they were not running off with free  
16 services as part of a coordinated, global effort.

17 119. In February 2022, Mr. McKillen met with Sheikh Hamad bin Jassim  
18 at The Berkeley in London in another attempt to secure compensation by way of  
19 fees for his work. Like Mr. Faissola, upon Mr. McKillen’s first request for fees,  
20 Sheikh Hamad bin Jassim presented to Mr. McKillen as though he was acting in  
21 good faith and agreed with Mr. McKillen that HSMC was owed fees for work on  
22 the Maybourne Beverly Hills. Sheikh Hamad bin Jassim went so far as to ask  
23  
24

25  
26 <sup>16</sup> This letter was sent to Mr. McKillen’s secretary, Annemarie Ryan, from  
27 Mahmoud Raafat of Dilmon via email. The email was sent to Ms. Ryan from  
28 Mr. Raafat’s “dilmon.com” email address. Upon information and belief, the  
dilmon.com domain is registered on an Amazon server routed through Princeton,  
New Jersey.

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1 Mr. McKillen to send him invoices so that he could get them paid, despite having  
2 no intention to effectuate payment.

3 120. For a short time, the Qatari Royals’ attempt to lull Mr. McKillen  
4 into believing he would be paid was successful. Thinking that he had reached a  
5 breakthrough, Mr. McKillen provided invoices to Sheikh Hamad bin Jassim for  
6 \$6 million in hotel management fees and \$12 million in project management fees  
7 for work performed in California in 2020 and 2021. Mr. McKillen proceeded in  
8 good faith. The invoices reflected amounts consistent with industry standards  
9 and the fair market value of HSMC’s services.

10 121. Still unsuccessful in obtaining fees, on January 7, 2022, while Mr.  
11 McKillen was in Los Angeles, he messaged Sheikh Hamad bin Jassim concerning  
12 the nonpayment. Mr. McKillen wrote, in relevant part, “Just an FYI to let you  
13 know that Dilmon supported by His Highness [Sheikh Hamad bin Khalifa] have  
14 formally told me they won’t pay either my project management fees for  
15 rebranding and the restructuring of the BH hotel over the 30 months nor for the  
16 hotel management. This is a bizarre and ill conceived [sic] decision as the hotel  
17 has jumped in value and [is] loved by the City officials and community. I am  
18 further astonished that HH [Sheikh Hamad bin Khalifa] flatly refused to meet  
19 with me. Any light you can throw on this sad and unpleasant situation I would  
20 appreciate as it clearly impacts the general relationship and smooth running of  
21 the group. I am vacating the maybourne BH hotel today.” Sheikh Hamad bin  
22 Jassim responded, “Hi Paddy, thank you for informing me. I am not aware of the  
23 details of your arrangements with Dilmon. However I will speak with them and  
24 try to find out about their thinking. I plan to be in London by the end of the month  
25 and hope to see you there. With my best regards. HBJ.”

26 122. Unfortunately, it soon became clear that Sheikh Hamad bin Jassim  
27 thereby only furthered the California Fraud by lulling Mr. McKillen into a sense  
28 of security, concealing the true intent of the Qatari Royals, and, ultimately,

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1 refusing to effect payment in keeping with the united front of the Qatari Royals,  
2 their agents and representatives, and their controlled entities.

3 123. Despite exhaustion after months of back-and-forth with the Qatari  
4 Royals in which he had made no gains, Mr. McKillen made a final attempt to  
5 secure payment. In early 2022, Mr. McKillen wrote to the Board of Directors of  
6 Maybourne Hotels Limited concerning nonpayment of fees. Mr. McKillen again  
7 recounted the considerable work he and his team had performed to redevelop the  
8 Maybourne Beverly Hills and expressed shock that Sheikh Hamad bin Khalifa’s  
9 representatives continually refused to pay fees owed for the work.

10 124. On February 3, 2022, Mr. McKillen received a response via letter  
11 on behalf of the Board of Directors of Maybourne Hotels Limited. The letter did  
12 not address or dispute any of Mr. McKillen’s points. Rather, the letter informed  
13 Mr. McKillen, “[w]e are considering the points you raised in [your] letter and  
14 will respond as may be necessary.” The Board of Directors of Maybourne Hotels  
15 Limited once again presented to Mr. McKillen in good faith, suggesting that  
16 resolution of Mr. McKillen’s concerns may be imminent when, in fact, the Qatari  
17 Royals had no intention to address Mr. McKillen’s concerns. Indeed, no response  
18 was ever provided nor payment ever received.

19 125. To date, years after Mr. McKillen’s first request, the Qatari Royals,  
20 their agents and representatives, and controlled entities have refused to pay Mr.  
21 McKillen or HSMC any fees whatsoever for two years of work on the Maybourne  
22 Beverly Hills. And it is now clear that the Qatari Royals have no intent to  
23 compensate him.

24 126. As described *supra*, the Qatari Royals furthered the California Fraud  
25 through frequent phone communications terminating in California between the  
26 Qatari Royals and/or their agents and Plaintiffs and/or their agents. Further,  
27 throughout the California Fraud, Sheikh Hamad bin Khalifa and Dilmon utilized  
28 an email server located in the United States through which they routed their

1 emails to further the California Fraud via, for example, denying Mr. McKillen  
2 payment for his services.

3 **THE NEW YORK FRAUD**

4 127. The Qatari Royals’ fraud against Plaintiffs was not limited to the  
5 sphere of their hotel investments. Rather, they also saw—and took—  
6 opportunities to take advantage of Plaintiffs’ good faith and fraudulently enrich  
7 themselves with respect to their personal property as well. Accordingly, a five-  
8 story Manhattan mansion was the object of the Qatari Royals’ fourth fraud.

9 128. In June 2012, Tower Management, a company beneficially owned  
10 by Sheikh Hamad bin Jassim, purchased a five-story mansion in Manhattan  
11 spanning over 22,000 square feet (the “Jassim Residence”) for \$47 million.  
12 Following purchase, Sheikh Hamad bin Jassim ordered an extensive, multi-year  
13 refurbishment of the property (the “New York Project”), which required  
14 converting the building from commercial to residential use. Initially, Uberto  
15 Construction (“Uberto”) served as the primary contractor on the refurbishment  
16 and was overseen and managed by Qaya, an entity created for the provision of  
17 services to Sheikh Hamad bin Jassim by his agents. Karin Cooper led the project  
18 at Qaya.

19 129. In 2018—around the same time as the other schemes against  
20 Plaintiffs were getting underway—Sheikh Hamad bin Jassim realized that the  
21 refurbishment of the Jassim Residence was getting nowhere. Indeed, at that time,  
22 the New York Project was extremely behind schedule and had encountered  
23 numerous difficulties, construction-related and otherwise.

24 130. Sheikh Hamad bin Jassim then turned to Mr. McKillen and HSMC,  
25 who he knew were experienced project managers in the ultra-luxury property  
26 refurbishment space, as described *supra*. Accordingly, Sheikh Hamad bin Jassim  
27 approached Plaintiffs to engage HSMC to take over management of the New  
28 York Project. Sheikh Hamad bin Jassim made clear to Plaintiffs that the goal of

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1 the refurbishment was to allow him and his family to live in the Jassim Residence  
2 in an environment reflecting the highest standards of luxury.

3 131. As, at this point, Mr. McKillen still believed that he had a productive  
4 business relationship with the Qatari Royals, Plaintiffs accepted the engagement  
5 on the premise, of course, that HSMC would be compensated for work performed  
6 based on past dealings in which this had been the case and the magnitude of labor  
7 required to refurbish a 22,000 square foot residence. And the Qatari Royals knew  
8 that Plaintiffs accepted the engagement on the premise that they would be  
9 compensated for the fair value of their services.

10 132. HSMC assigned its associate Jim Byrne to manage the New York  
11 Project. Mr. Byrne had previously successfully managed the refurbishment of  
12 Sheikh Hamad bin Jassim’s personal residence in London, and Sheikh Hamad  
13 bin Jassim trusted him and HSMC to get the job done again.

14 133. However, in line with the pattern under the other three schemes, the  
15 Qatari Royals decided that they had no intention of compensating HSMC for  
16 services performed for their own enrichment, including on the New York Project,  
17 but fraudulently induced him to continue providing services under the pretense  
18 of compensation, thereby soliciting HSMC, a foreign company, to perform  
19 additional work in the United States under materially false pretenses.

20 134. From September to December 2018, Mr. Byrne, on behalf of  
21 HSMC, dedicated over 950 hours to management of the New York Project in  
22 New York. During this time, Mr. Byrne oversaw contractors, addressed  
23 construction damage, and ensured proper operation of luxury features installed  
24 in the Jassim Residence. He attended to acoustics, insurance matters, plumbing  
25 issues, roofing, in-home gym features, and the resolution of city code violations.  
26 He oversaw work relating to the façade, finishings, steam room, elevator,  
27 dumbwaiter, plunge pool, painting, tiling, safety systems, hanging of fine art, and  
28 (even) disputes between Qaya and Uberto. And in September 2018, HSMC had

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1 to personally arrange for one of its New York contacts to pay a \$13,700 deposit  
2 to an energy provider to turn on the gas supply at the Jassim Residence.

3 135. Once it was feasible, Mr. Byrne even moved into the Jassim  
4 Residence to rigorously evaluate its suitability for Sheikh Hamad bin Jassim and  
5 his family, identifying and fixing any outstanding issues and providing ongoing  
6 management services. HSMC, via Mr. Byrne, thus ensured that the work done  
7 in the Jassim Residence was in accordance with Sheikh Hamad bin Jassim’s ultra-  
8 luxury standards.

9 136. On November 15, 2019, the Jassim Residence received its certificate  
10 of occupancy, and Sheikh Hamad bin Jassim realized the fruits of HSMC’s labor.  
11 But despite HSMC’s around-the-clock work on the New York Project for the  
12 benefit of Sheikh Hamad bin Jassim, aside from reimbursement for some one-off  
13 expenses, the Qatari Royals have since squarely refused to pay HSMC any more  
14 than a single, nominal payment of €20,000 for work performed on the Jassim  
15 Residence. To this day, no other payments have been made to HSMC—or Mr.  
16 Byrne—for over 950 hours of labor, despite the millions of dollars of  
17 appreciation in the value of the Jassim Residence as a direct result thereof, in line  
18 with the pattern adopted as part of the Qatari Royals’ broader scheme against  
19 Plaintiffs.

20 137. On information and belief, the Qatari Royals furthered the New  
21 York Fraud through frequent email and phone communications terminating in  
22 New York between the Qatari Royals and/or their agents and Plaintiffs and/or  
23 their agents.

24 **THE QUINTET SCHEME**

25 138. Mr. McKillen’s efforts at collecting on the payments he is owed,  
26 described *supra*, have only been met with retaliation and additional bad-faith  
27 business practices by the Qatari Royals. Recently, the Qatari Royals used  
28

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1 Quintet—a bank beneficially owned by Sheikh Hamad bin Jassim<sup>17</sup> and used as  
2 a regular financial intermediary to service the Qatari Royals’ private interests<sup>18</sup>—  
3 to attempt to wrongfully intimidate (and squeeze) Mr. McKillen into dropping  
4 his efforts to obtain fees rightfully owed to him and his companies by interfering  
5 with their efforts to refinance a large loan, resulting in a costly default.

6 139. As background, on July 30, 2021, Quintet, in its capacity as a credit  
7 institution, entered into a loan agreement for a principal sum of €18,830,000 (the  
8 “Loan”) with Loendro Finacement S.à r.l. (“Loendro”) as “Borrower” and Mr.  
9 McKillen as “Guarantor” (the “Loan Agreement”). Loendro is a Luxembourg  
10 limited liability company of which Plaintiff McKillen is the sole shareholder.

11 140. At the beginning of August 2023, Loendro informed Quintet that it  
12 intended to accept an offer from another institution, Indosuez Bank, to refinance  
13 the Loan on more favorable terms. But in response, Quintet approached Loendro  
14 with a highly favorable counteroffer to refinance the terms of the Loan  
15 Agreement (the “Refinancing Offer”). On information and belief, Quintet made  
16 the Refinancing Offer at the direction of Sheikh Hamad bin Jassim as beneficial  
17 owner.

18 141. As a result of the favorable terms of the Refinancing Offer and the  
19 parties’ preexisting relationship, Loendro agreed with Quintet to cease the  
20 negotiation process over refinancing with Indosuez Bank in exchange for  
21

22 \_\_\_\_\_  
23 <sup>17</sup> Quintet is 99.99% owned by Qatari company Precision Capital LLC. On  
24 information and belief, Precision Capital LLC is beneficially owned by Sheikh  
Hamad bin Jassim.

25 <sup>18</sup> For instance, since at least 2018, reports indicate that Quintet has granted a  
26 number of significant commercial loans to its shareholder and beneficial owner,  
27 Pioneer Holding, a company whose beneficial owner is Sheikh Hamad bin  
28 Jassim. These loans demonstrate Sheikh Hamad bin Jassim’s use of Quintet to  
advance his private interests and call into doubt the independence of Quintet and  
its shareholders, including Sheikh Hamad bin Jassim.

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1 accepting Quintet’s Refinancing Offer. Shortly thereafter, Quintet informed  
2 Loendro that the Refinancing Offer had been validated internally.

3 142. But after weeks of an accelerated negotiation process between  
4 Quintet and Loendro, on September 8, 2023, Quintet abruptly informed Loendro  
5 that it was retracting and withdrawing the Refinancing Offer and would be  
6 enforcing the terms of the Loan Agreement immediately. On information and  
7 belief, Quintet took such action at the direction of Sheikh Hamad bin Jassim as  
8 beneficial owner and did so in retaliation against Mr. McKillen for his efforts to  
9 obtain funds owed to him by the Qatari Royals and, more importantly, to attempt  
10 to force Mr. McKillen into dropping such efforts. Indeed, Quintet even went so  
11 far as to inform Loendro that the withdrawal of the Refinancing Offer was related  
12 to ongoing disputes between the entities’ respective shareholders—i.e., Sheikh  
13 Hamad bin Jassim and Mr. McKillen.

14 143. The abrupt reversal left Loendro seriously prejudiced in its ability  
15 to seek alternative financing options, and, suspecting foul play, Loendro halted  
16 payments under the prior Loan Agreement. In response, on November 9, 2023—  
17 and as part of the Qatari Royals’ effort to squeeze Mr. McKillen financially and  
18 to intimidate him into abandoning his attempts at recourse related to the above-  
19 described frauds—Quintet informed Loendro and Plaintiff McKillen that it was  
20 declaring them in default and terminating the Loan Agreement, while also  
21 demanding immediate repayment of the outstanding balance. On April 11, 2024,  
22 Quintet then issued a payment order equivalent to a property seizure on Plaintiff  
23 McKillen. And on May 14, 2024, Quintet sought to enforce Plaintiff McKillen’s  
24 guarantee as security for the Loan Agreement in the amount of €13,857,220.64.  
25 Despite this pressure tactic, Mr. McKillen promptly repaid Quintet the full  
26 amount outstanding on the loan.

27 144. Quintet’s abrupt retraction of the Refinancing Offer intentionally  
28 prejudiced Plaintiff McKillen as Loendro’s sole shareholder by depriving

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1 Loendro of access to favorable market conditions and jeopardizing its refinancing  
2 project more broadly.

3 145. Communications between Quintet and Plaintiff McKillen and/or his  
4 agents through which the Qatari Royals furthered the Quintet Scheme were  
5 routed through an email server located in the United States.<sup>19</sup>

6 **THE HACKING SCHEME**

7 146. In Spring of this year, Plaintiffs learned that they were the victims  
8 of an unlawful cybersecurity attack. The cybersecurity attack was directed to Mr.  
9 McKillen’s assistant’s Microsoft 365 account, through which John Does gained  
10 access to Plaintiffs’ data. On information and belief, John Does engaged in this  
11 unlawful hacking to retaliate against Mr. McKillen for his efforts to enforce his  
12 rights and recuperate what he is owed. Plaintiffs used the cloud-based Microsoft  
13 365 account that was unlawfully accessed through its internet connection to  
14 conduct business and other activities in California.

15 147. Shortly after realizing that there had been an unauthorized access of  
16 the Microsoft account, Plaintiffs initiated an investigation into the suspected  
17 hacking and data exfiltration by hiring a forensic investigator. That investigation  
18 remains ongoing. The timing of the hack, the nature of the Hacked Materials,  
19 and the ways in which they were later used indicate that the Qatari Royal family  
20 was involved. However, further inquiry and discovery related to the IP address  
21 is likely to reveal the names of the perpetrators of the hack.

22 148. Thus far, the forensic investigation showed three sessions of  
23 unauthorized access into the Microsoft 365 account: (1) one beginning and  
24 ending in March 2025, (2) another beginning in March 2025 and ending in April  
25

26 <sup>19</sup> Correspondence between Plaintiff McKillen and/or his agents and Quintet was  
27 routed through an email address, the domain of which, chateau-la-coste.com, was  
28 registered to Network Solutions, LLC in Jacksonville, Florida at the time of  
correspondence.

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1 2025, and (3) a third beginning and ending in April 2025. All three unauthorized  
2 connections were traced back to a user associated with the same IP address.

3 149. The investigation has also revealed that the scope and scale of the  
4 data retrieved indicated a concerted effort to extract significant volumes of  
5 potentially sensitive information. Specifically, metadata logs show that, during  
6 the three periods of unauthorized access, thousands of email items were accessed  
7 from the Microsoft 365 account by a user with the same IP address.

8 150. The timing of the hacking of Mr. McKillen’s information—which  
9 coincided with a confidential arbitration hearing in London—and the ways in  
10 which the Hacked Materials were later used both indicate that the John Does  
11 perpetrated the Hacking Scheme in coordination with at least some of the named  
12 Defendants here.

13 151. Indeed, shortly after Mr. McKillen’s assistant fell victim to the  
14 cybersecurity attack, information from the Hacked Materials—including  
15 information that was, *and could only be*, the product of an illegal hacking of Mr.  
16 McKillen—was published and distorted in a series of online articles specifically  
17 attacking Mr. McKillen’s efforts to obtain just compensation from the named  
18 Defendants and falsely alleging that Mr. McKillen engaged in nefarious acts  
19 against the named Defendants. Plaintiffs are currently aware of at least seven  
20 such articles all published in April 2025, including at least six website  
21 publications based in the United States and two based overseas.<sup>20</sup>

22  
23  
24 <sup>20</sup> The United States-based websites that published the Hacked Materials were  
25 Local Town Pages, based in Medway, Massachusetts; The Hood Magazine,  
26 based in Sioux Falls, South Dakota; Space Coast Daily, based in Merritt Island,  
27 Florida; Benzinga, based in Detroit, Michigan; EIN Presswire, based in  
28 Washington, D.C.; and International Business Times, based in New York, New  
York. An article published in the London Insider remains publicly available to  
this day. Other articles were removed once Plaintiffs informed the publications  
that the articles contained information that was sourced from an illegal hacking.

1 152. The content of the articles focused exclusively on Mr. McKillen’s  
2 disputes with the Qatari Royals—naming Defendant Sheikh Hamad bin Jassim  
3 specifically—and incorrectly alleged sponsored protests against the Qatari  
4 Royals. These publications reflected and heavily distorted specific, private  
5 communications, including privileged materials, involving Mr. McKillen and his  
6 associates that were stolen and that have never otherwise been made public.

7 153. On information and belief, members of the Maybourne Hotel Group,  
8 a company that certain named Defendants own in part, distributed these articles  
9 to targeted faith-based community members in Los Angeles in order to harm Mr.  
10 McKillen.

11 154. Further, on information and belief, media sources were contacted  
12 with information and details about the confidential arbitration, all framed to  
13 falsely suggest that Mr. McKillen had breached confidentiality agreements  
14 governing the arbitration.

15 155. In addition, a fake press release was published around the same time,  
16 falsely purporting to have come from Mr. McKillen’s communications strategist  
17 related to his legal actions against the named Defendants and including  
18 information obtained from the hacking.

19 156. Moreover, Mr. McKillen’s Wikipedia page was negatively, and  
20 falsely edited around this time in a manner suggesting coordination with media  
21 activity noted herein and aimed at reputational damage.

22 157. These efforts were deliberately undertaken in a sustained way to, on  
23 information and belief, damage Mr. McKillen’s reputation, harass him, and  
24 retaliate against him.

25  
26  
27  
28 The overseas website that published the Hacked Materials were the London  
Insider, based in the United Kingdom, and EU Reporter, based in Ireland.

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1 158. The steps undertaken to execute the hack and to publish the Hacked  
2 Materials required knowing and intentional acts.

3 159. Because of the hacking, Mr. McKillen was forced to engage a  
4 forensic investigator and a public relations firm to ascertain the source of the  
5 information for the articles and to remediate harm.

6 160. Allegations of unauthorized digital monitoring and/or hacking of  
7 rivals are not new to the Qatari Royal family. Court filings in this very District  
8 allege and investigative articles report that the Qatari Royals have spied on U.S.  
9 Congress members, a former Central Intelligence Agency official, dissidents  
10 against Arab regimes, soccer officials in countries competing with Qatar to host  
11 the 2022 Soccer World Cup, and several Bollywood actresses.<sup>21</sup>

12  
13 \_\_\_\_\_  
14 <sup>21</sup> Rep. Jack Bergman et al., *Letter to Speaker Kevin McCarthy et al.* (Feb. 2,  
15 2023), <https://www.politico.com/f/?id=00000186-149d-d453-a38e-76dff17c0000> (detailing “Qatar’s alarming penchant for spying on journalists, its  
16 supposed ‘enemies’ in the soccer world, and U.S. Political leaders—including  
17 some [members of] Congress.”); Alan Suderman, *FBI Probing Ex-CIA Officer’s  
18 Spying for World Cup Host Qatar*, AP NEWS (Oct. 27, 2022),  
19 <https://apnews.com/article/world-cup-technology-sports-soccer-religion-5af544d34cded38ff4093587d2efa0de> (describing an agent of Qatar spying on  
20 soccer officials in countries that Qatar competed with to host the 2022 World  
21 Cup); David D. Kirkpatrick, *Hackers Went After A Now-Disgraced G.O.P. Fund-  
22 Raiser. Now He Is After Them*, N.Y. TIMES (Sept. 2018),  
23 [https://www.nytimes.com/2018/09/20/world/middleeast/broidy-trump-hackers-  
24 qatar.html](https://www.nytimes.com/2018/09/20/world/middleeast/broidy-trump-hackers-qatar.html) (explaining how members of the Qatari Royal family undertook  
25 cyberattacks of “well-known enemies of Qatar” and “several Syrian Americans,  
26 activists on multiple sides of the Syrian conflict, a former official of the Central  
27 Intelligence Agency and, incongruously, a handful of Bollywood actresses”); *see also Broidy Capital Management LLC v. State of Qatar*, No. 18-cv-2421 (C.D.  
28 Cal. Mar. 26, 2018) (credibly alleging that individuals associated with the Qatari  
Government carried out a hack-and-leak scheme against a prominent  
businessman in 2018. While the suit was ultimately unsuccessful against the  
State of Qatar, it was not because the detailed allegations of hacking were  
determined to be false; rather, the court held that Qatar was protected by  
sovereign immunity).

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1 161. The theft and publication of the materials and information has  
2 caused significant harm to Plaintiffs. The materials at issue included  
3 communications and information protected under various legal doctrines,  
4 including the attorney-client privilege, attorney work product, as well as related  
5 privileges and protections. Plaintiffs have experienced damage to their reputation  
6 as a result and have been required to expend considerable resources to monitor  
7 and remove publications of private materials.

8 162. Plaintiffs have experienced a serious breach of privacy, and they  
9 needed to expend significant effort and resources to upgrade the security of their  
10 devices and internet provider. Plaintiffs invested in a new, more secure internet  
11 provider and associated devices and replaced the impacted devices of Mr.  
12 McKillen and his assistant, which were damaged through lost integrity of data or  
13 information.<sup>22</sup>

14 **ADDITIONAL RACKETEERING**

15 163. Although Mr. McKillen once believed the Qatari Royals sought to  
16 engage his and his company’s services in good faith, he now understands that  
17 they instead made a calculated decision to defraud him, and that this was only  
18 part of a global pattern of illegal racketeering perpetrated by the Qatari Royals or  
19 any affiliated entities or individuals. Indeed, for more than a decade, the Qatari  
20 Royals have grown their wealth and enhanced their geopolitical goals with little  
21 respect for the law or fair business dealings. Some schemes bear striking  
22 similarities to the fraud perpetrated against Mr. McKillen.

23 164. For example, the defrauding of Mr. McKillen for his services sounds  
24 in other schemes based in unpaid wages perpetrated by Qatar on workers during  
25

26 <sup>22</sup> As examples of the immediate monetary damages Plaintiffs suffered to restore  
27 the integrity of their data, program, system, or information, Plaintiffs invested  
28 about \$2,104 for Smarthotspots and managed WiFi networks for business.  
Plaintiffs also invested approximately \$5,571 for new phones.

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1 the FIFA World Cup in 2022 (the “World Cup”).<sup>23</sup> The Qatari Royals were, of  
2 course, involved in the World Cup. Having been referred to by one news outlet  
3 as the “Sheikh who secured [the] World Cup for Qatar,”<sup>24</sup> Sheikh Hamad bin  
4 Jassim personally orchestrated Qatar’s successful World Cup bid.<sup>25</sup> And as Emir  
5 of Qatar at the time, Sheikh Hamad bin Khalifa was also instrumental to these  
6 efforts.<sup>26</sup> His son, Sheikh Mohammed bin Hamad bin Khalifa Al Thani, served  
7 as the chairman of Qatar’s bid committee.<sup>27</sup>

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10 <sup>23</sup> Pete Pattison, *World Cup stadium workers ‘had their money stolen and lives*  
11 *ruined’, says rights group: Report on conditions in Qatar alleges labour abuses*  
12 *are widespread and calls on Fifa to set up compensation fund*, THE GUARDIAN  
13 (Nov. 10, 2022), [https://www.theguardian.com/global-](https://www.theguardian.com/global-development/2022/nov/10/world-cup-stadium-workers-had-their-money-stolen-and-lives-ruined-says-rights-group)  
14 [development/2022/nov/10/world-cup-stadium-workers-had-their-money-stolen-](https://www.theguardian.com/global-development/2022/nov/10/world-cup-stadium-workers-had-their-money-stolen-and-lives-ruined-says-rights-group)  
15 [and-lives-ruined-says-rights-group](https://www.theguardian.com/global-development/2022/nov/10/world-cup-stadium-workers-had-their-money-stolen-and-lives-ruined-says-rights-group).

15 <sup>24</sup> Rob Davies, *Sheikh who secured World Cup for Qatar has UK links going back*  
16 *decades*, THE GUARDIAN (Nov. 15, 2022),  
17 [https://www.theguardian.com/news/2022/nov/15/sheikh-world-cup-qatar-uk-](https://www.theguardian.com/news/2022/nov/15/sheikh-world-cup-qatar-uk-links-decades-hamad-bin-jassim-bin-jaber-al-thani)  
18 [links-decades-hamad-bin-jassim-bin-jaber-al-thani](https://www.theguardian.com/news/2022/nov/15/sheikh-world-cup-qatar-uk-links-decades-hamad-bin-jassim-bin-jaber-al-thani).

18 <sup>25</sup> See Josh Mone, *What Happened in Qatar?: Examining the Corruption Scandal*  
19 *Surrounding the 2022 World Cup*, MINN. J. OF INT’L L. BLOG (Mar. 17,  
20 2023), [https://minnjil.org/2023/03/17/what-happened-in-qatar-examining-the-](https://minnjil.org/2023/03/17/what-happened-in-qatar-examining-the-corruption-scandal-surrounding-the-2022-world-cup/)  
21 [corruption-scandal-surrounding-the-2022-world-cup/](https://minnjil.org/2023/03/17/what-happened-in-qatar-examining-the-corruption-scandal-surrounding-the-2022-world-cup/) (“In 2010, Sheikh Hamad  
22 bin Jassim al-Thani . . . traveled to France to pitch the almost fantastical idea of  
23 hosting the world’s largest sporting event . . . . In the nearly thirteen years since  
24 then, [FIFA] and Qatari officials have faced countless scandals and accusations  
25 relating to the 2022 World Cup.”).

23 <sup>26</sup> Jon Gambrell, *Qatar’s World Cup opener shows its reemergence after boycott*,  
24 AP NEWS (Nov. 20, 2022), [https://apnews.com/article/2022-world-cup-qatar-](https://apnews.com/article/2022-world-cup-qatar-politics-8c7b494269449c56b4a4e2daec53fbc0)  
25 [politics-8c7b494269449c56b4a4e2daec53fbc0](https://apnews.com/article/2022-world-cup-qatar-politics-8c7b494269449c56b4a4e2daec53fbc0) (“But the biggest applause came  
26 for Sheikh Tamim and his father, Sheikh Hamad bin Khalifa Al Thani, who  
27 secured the tournament back in 2010.”).

27 <sup>27</sup> *The FIFA World Cup Qatar 2022: Turning a Vision into Reality*, STATE OF  
28 QATAR GOVERNMENT COMMUNICATIONS OFFICE,  
<https://www.gco.gov.qa/en/fifa/our-journey/> (last visited Nov. 14, 2024).

1 165. Qatar’s World Cup bid has now obtained widespread notoriety for  
2 allegations of corruption. For instance, the Department of Justice has since found  
3 that representatives working for Qatar bribed FIFA officials to win the World  
4 Cup bid and indicted top FIFA officials.<sup>28</sup> And, unsurprisingly, as the organizer  
5 of such an effort, Sheikh Hamad bin Jassim was later personally named in a  
6 complaint filed by anti-corruption organization Anticor in France on April 7,  
7 2023, alleging corruption in connection with the awarding of the World Cup to  
8 Qatar, also involving former French president Nicolas Sarkozy. The complaint  
9 alleged, among other offenses, active and passive trading in influence, active and  
10 passive corruption of a foreign public official, and criminal association.<sup>29</sup>

11 166. After Qatar secured the World Cup bid—under Sheikh Hamad bin  
12 Khalifa and Sheikh Hamad bin Jassim’s leadership—it has also been widely  
13 alleged that a company owned by the Al Thani family engaged to build several  
14 of the World Cup stadiums perpetuated and covered up labor abuses—such as  
15 wage theft—on workers it employed. The Hamad bin Khalid Contracting  
16 Company (the “HBK Contracting Company”), owned by the Al Thani royal

17 \_\_\_\_\_  
18 <sup>28</sup> Tariq Panja & Kevin Draper, *U.S. Says FIFA Officials Were Bribed to Award*  
19 *World Cups to Russia and Qatar*, N.Y. TIMES (Apr. 6, 2020),  
20 [https://www.nytimes.com/2020/04/06/sports/soccer/qatar-and-russia-bribery-  
21 world-cup-  
22 fifa.html#:~:text=After%20years%20of%20investigations%20and,World%20C  
23 up%20in%20men's%20soccer.](https://www.nytimes.com/2020/04/06/sports/soccer/qatar-and-russia-bribery-world-cup-fifa.html#:~:text=After%20years%20of%20investigations%20and,World%20Cup%20in%20men's%20soccer.)

24 <sup>29</sup> Rémi Dupré & Samuel Laurent, *Corruption complaint filed against Sarkozy*  
25 *over Qatar World Cup awarding process*, LE MONDE (Apr. 25, 2023),  
26 [https://www.lemonde.fr/en/politics/article/2023/04/25/corruption-complaint-  
27 filed-against-sarkozy-over-qatar-world-cup-attribution\\_6024289\\_5.html.](https://www.lemonde.fr/en/politics/article/2023/04/25/corruption-complaint-filed-against-sarkozy-over-qatar-world-cup-attribution_6024289_5.html)  
28 Reporting also indicates that, in 2009, Sheikh Hamad bin Khalifa paid six million  
euros to former President Sarkozy’s wife. See *The Raven Project Leaks: Qatar*  
*Reportedly Ordered Payment Of Six Million Euros To Wife Of French President*  
*Sarkozy In 2009*, MEMRI (Dec. 26, 2023), [https://www.memri.org/reports/raven-  
project-leaks-qatar-reportedly-ordered-payment-six-million-euros-wife-french-  
president.](https://www.memri.org/reports/raven-project-leaks-qatar-reportedly-ordered-payment-six-million-euros-wife-french-president.)

1 family, was implicated in a thorough, wide-ranging report published by Equidem,  
2 a labor rights organization, for a series of wage abuses—including wage theft and  
3 fraud—perpetrated on workers on FIFA World Cup stadiums in Qatar<sup>30</sup> during a  
4 similar time period as the wage theft perpetrated against Plaintiffs through the  
5 frauds described herein. At least one publication has directly connected Sheikh  
6 Hamad bin Khalifa to these allegations.<sup>31</sup>

7 167. World Cup workers stated, for example, that they did not receive  
8 promised wages from the HBK Contracting Company during the pandemic and  
9 that, even before the pandemic, their salaries were not paid on time or, at other  
10 times, at all.<sup>32</sup> Still other workers alleged that the HBK Contracting Company  
11 failed to comply with salary promises and systematically underpaid them what  
12 was promised.<sup>33</sup> On top of these examples of fraud and wage theft, workers  
13 employed by the HBK Contracting Company also described working long days  
14 without overtime pay, nonpayment of severance pay, and reimbursement for only  
15 a fraction of the amount of sizeable recruitment fees paid by workers.<sup>34</sup>  
16 Harkening back to the frauds described herein, as the Report puts it, “Wage theft  
17 is most visible in cases where workers *agree to particular terms of remuneration,*  
18

19 <sup>30</sup> See “*If we complain, we are fired: Discrimination and Exploitation of*  
20 *Migrant Construction Workers on FIFA World Cup Qatar 2022 Stadium Sites,*  
21 EQUIDEM (2022),  
22 [https://www.equidem.org/assets/downloads/Equidem\\_Qatar\\_World\\_Cup\\_Stadiums\\_Report\\_Final.pdf](https://www.equidem.org/assets/downloads/Equidem_Qatar_World_Cup_Stadiums_Report_Final.pdf) (the “Report”).

23 <sup>31</sup> Avani Dias & Som Patidar, *Qatar royal family company accused of covering*  
24 *up migrants’ exploitative working conditions ahead of FIFA World Cup,*  
25 AUSTRALIAN BROADCASTING CORPORATION (Nov. 9, 2022),  
26 <https://www.abc.net.au/news/2022-11-10/fifa-world-cup-qatar-and-human-rights/101624010>.

27 <sup>32</sup> Report at 51.

28 <sup>33</sup> *Id.* at 53–54, 57.

<sup>34</sup> See *id.* at 9, 53–56.

1 *complete the work, yet receive no payment.* However, non-payment and  
 2 underpayment of wages and severance in the range of forms described above all  
 3 constitute wage theft” (emphasis added).<sup>35</sup>

4 168. Aside from the World Cup, reporting to U.S. government agencies  
 5 and media articles strongly suggest that the Qatari Royals’ unlawful activities  
 6 were to grow their wealth and enhance their geopolitical goals.

7 169. For instance, the Qatari Royals have used Quintet as a financial  
 8 intermediary to facilitate transactions that are, at a minimum, suspicious, if not  
 9 outright fraudulent. Between 2013 and 2017, at least a dozen transactions  
 10 involving accounts opened in Quintet’s books were flagged as suspicious by  
 11 United States authorities under anti-money laundering rules and on the basis of  
 12 suspicious activity reports filed by United States banks through which the  
 13 transactions were processed.<sup>36</sup>

14 170. The Qatari Royals also appear to have utilized Quintet to engage in  
 15 a complex scheme to advance the family’s luxury hotel investment interests while  
 16 also hiding illicit activities. In 2018, Sheikh Hamad bin Jassim engaged with  
 17

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18 <sup>35</sup> *Id.* at 58.

19 <sup>36</sup> *See Explore the FinCEN Files data*, INTERNATIONAL CONSORTIUM OF  
 20 INVESTIGATIVE JOURNALISTS, [https://www.icij.org/investigations/fincen-](https://www.icij.org/investigations/fincen-files/explore-the-fincen-files-data/)  
 21 *files/explore-the-fincen-files-data/* (last visited Nov. 14, 2024); *see also Adam*  
 22 *Lusher, Panama Papers: 12 world leaders linked to offshore dealings - and the*  
 23 *full allegations against them*, THE INDEPENDENT (April 5, 2015),  
 24 [https://www.the-independent.com/news/world/politics/panama-papers-assad-](https://www.the-independent.com/news/world/politics/panama-papers-assad-putin-poroshenko-mubarak-al-saud-pm-iceland-sigmundur-davio-gunnlaugsson-a6967411.html)  
 25 *Thani’s Offshore Fortune*, MEDIAPART (June 22, 2016),  
 26 [https://www.mediapart.fr/journal/international/220616/l-histoire-secrete-de-la-](https://www.mediapart.fr/journal/international/220616/l-histoire-secrete-de-la-fortune-offshore-de-hamad-al-thani)  
 27 *fortune-offshore-de-hamad-al-thani*; *Panama Papers – Mossack Fonseca, Yalis*  
 28 *S.A.*, INTERNATIONAL CONSORTIUM OF INVESTIGATIVE  
 JOURNALISTS, <https://offshoreleaks.icij.org/nodes/10157956> (last visited Nov.  
 14, 2024).

1 U.S. real estate billionaire Ben Ashkenazy and Indian businessman Sabatra Roy  
2 related to Mr. Roy’s sale of the Plaza Hotel (the “Plaza”) to ensure the sale of the  
3 Plaza to a subsidiary of the Qatar Investment Authority (“QIA”), Qatar’s  
4 sovereign wealth fund. That transaction appears to have been set up to  
5 improperly benefit the Qatari Royals from misappropriated government funds  
6 while also hiding payments to Mr. Roy from Indian authorities.<sup>37</sup>

7 171. Financial records of the deal show that Sheikh Hamad bin Jassim:  
8 (i) engaged Mr. Ashkenazy to act as Sheikh Hamad bin Jassim’s proxy in the  
9 purchase of the Plaza to obscure his involvement in the deal; (ii) purchased the  
10 mortgages on the Plaza and one other hotel owned indirectly by Mr. Roy and  
11 subsequently sold them to Katara Hospitality, a subsidiary of the QIA, at an  
12 inflated price, utilizing KBL European Private Bankers, now known as Quintet;  
13 and (iii) effectuated the sale through, first, partnership with Mr. Ashkenazy to  
14 block legitimate bids for the hotel and, second, to make a disguised \$20 million  
15 payment to Mr. Roy to ensure the Plaza was sold to a subsidiary of the QIA, all  
16 at a time when Mr. Roy was under close observation for criminal failure to pay  
17 off penalties to the Indian Government.

18 172. More specifically, in June 2017, Mr. Ashkenazy acquired a minority  
19 equity position in the Plaza, which included a right of first refusal to any sale.  
20 The next month, Sheikh Hamad bin Jassim, through one of his companies,  
21 purchased the mortgages Mr. Roy’s companies took out to finance the purchase  
22 of the Plaza and another New York hotel. That day, Sheikh Hamad bin Jassim’s  
23 company also provided almost \$130 million in additional debt financing to Mr.  
24 Roy’s companies, secured by the Plaza and another New York hotel (the “Roy  
25 Loan”). On information and belief, a significant portion of the funds used in this  
26

27 \_\_\_\_\_  
28 <sup>37</sup> Sheikh Hamad bin Jassim previously served as the QIA’s Chairman and Chief  
Executive Officer.

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1 transaction were processed through an account at the bank now known as Quintet.  
2 In total, Sheikh Hamad bin Jassim paid almost \$531 million for Mr. Roy’s  
3 mortgages on the properties.

4 173. As a mortgagee on the Plaza and through Mr. Ashkenazy’s right of  
5 first refusal and ownership of these mortgages, Sheikh Hamad bin Jassim was  
6 able to control the sale of the Plaza and blocked legitimate bids. These  
7 advantages, combined with his control over the QIA, allowed Sheikh Hamad bin  
8 Jassim to inflate the price at which the Plaza was sold to a subsidiary of the  
9 QIA—\$600 million—such that he profited from the deal through his sale of his  
10 mortgage to Katara Hospitality, using an account at Quintet. On the day of sale,  
11 July 2, 2018, public filings indicate that the mortgages he owned were released.

12 174. What is more, according to public filings, the outstanding principal  
13 on the Roy Loan, now secured solely by another New York hotel, was \$100  
14 million at the time of the sale of the Plaza. Following sale, this balance was then  
15 divided into two tranches: \$80 million assigned from Sheikh Hamad bin Jassim’s  
16 company to an affiliate of the QIA, and \$20 million assigned to Salisbury Group  
17 Holdings LLC (“Salisbury”), affiliated with Mr. Roy. On information and belief,  
18 Sheikh Hamad bin Jassim funneled this \$20 million payment to Mr. Roy through  
19 Salisbury to ensure the sale of the Plaza to a subsidiary of the QIA after blocking  
20 other legitimate bids, structured in such a manner to conceal the funds from the  
21 Indian authorities closely monitoring the sale of Mr. Roy’s overseas assets.

22 175. As another example, the Qatari Royals’ support of terrorist groups  
23 is now no secret. Public reporting indicates that the Qatari Royals have provided  
24 material support to various terrorist organizations. And the Qatari Royals have  
25 not kept silent about their support for such groups.

26 176. Further, Michele Faissola, a member of the Qatari Royals’ inner  
27 circle and key player in defrauding Mr. McKillen, has faced criminal inquiries of  
28 his own. Faissola is a former Deutsche Bank executive who has worked as an

1 advisor to the Al Thani family since January 2018 as Chief Executive Officer of  
2 Dilmon.

3 177. Mr. Faissola was implicated in multiple criminal investigations  
4 during his time at Deutsche Bank. While serving as Global Head of Rates, Mr.  
5 Faissola oversaw traders subsequently convicted of wire fraud due to their role  
6 in a long-running LIBOR-fixing scheme. A preliminary report on the scandal  
7 published in 2015 by BaFin, Germany’s financial regulator, stated that “there  
8 [was an] indication that Mr. Faissola could have known about the manipulations  
9 by DB trades in 2008” and that “he might have even supported the manipulations  
10 by making the request to trader[.]”<sup>38</sup> A former trader later alleged that she even  
11 provided Mr. Faissola with a report illustrating evidence of market manipulation  
12 during her tenure at the Bank.<sup>39</sup> Though the traders’ convictions were later  
13 overturned, Deutsche Bank agreed to pay over €3.8 billion in fines and  
14 settlements to regulators in the United States and Europe.

15 178. In May 2018, a Milan court convicted Mr. Faissola and others of  
16 market manipulation in one of the most high-profile European banking cases of  
17 the decade. In January 2013, managers of Italian bank Monte dei Paschi di Siena  
18 SpA (“MPS”) were accused of colluding with Deutsche Bank and Nomura  
19 bankers, including Mr. Faissola, following the financial crisis, to hide losses at  
20

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21 <sup>38</sup> Letter from Frauke Menke, Department President, Federal Financial  
22 Supervisory Authority, to Deutsche Bank AG, Management Board (May 13,  
23 2015) (draft convenience translation) at 2–3.  
24 [https://graphics.wsj.com/documents/doc-cloud-embedder/?sidebar=0&\\_gl=1\\*6vn2eu\\*\\_gcl\\_au\\*MTQ2NTYyMjIwMC4xNzM4MDA5MDQw\\*\\_ga\\*MTc4NTc4MTY4Ni4xNzE2OTIwOTcy\\*\\_ga\\_K2H7B9JRSS\\*MTc0NDY3NTg0Ny4yOC4xLjE3NDQ2NzU5MTAuNjAuMC4w#2167237-deutsche](https://graphics.wsj.com/documents/doc-cloud-embedder/?sidebar=0&_gl=1*6vn2eu*_gcl_au*MTQ2NTYyMjIwMC4xNzM4MDA5MDQw*_ga*MTc4NTc4MTY4Ni4xNzE2OTIwOTcy*_ga_K2H7B9JRSS*MTc0NDY3NTg0Ny4yOC4xLjE3NDQ2NzU5MTAuNjAuMC4w#2167237-deutsche).

25 <sup>39</sup> Caroline Binham, *Trader caught up in Libor scandal sues Deutsche Bank*,  
26 FINANCIAL TIMES (Oct. 26, 2015), <https://www.ft.com/content/2204ac3c-740e-11e5-bdb1-e6e4767162cc>.

1 MPS by using complex derivatives trades that misrepresented MPS’s finances.  
2 Though this sentence was overturned on appeal, a second Italian court sentenced  
3 Mr. Faissola on the same charges in November 2019. In May 2022, this second  
4 sentence was overturned on the basis of a challenge to the prosecutors’ definition  
5 of the derivative trades used.

6 179. Such a global and long-running spree of unlawful activity by the  
7 Qatari Royals and their associates, representing only *reported* instances, informs  
8 the broader context in which Mr. McKillen was victimized by bad actors.

9 **FIRST CLAIM FOR RELIEF**

10 **Violation of the Racketeer Influenced and Corrupt Organizations Act,**  
11 **18 U.S.C. § 1962(c)**  
12 **(Against All Defendants)**

13 180. Plaintiffs reallege and incorporate herein each and every allegation  
14 set forth in Paragraphs 1 through 179 as if fully set forth herein.

15 181. Patrick McKillen and Hume Street Management Consultants  
16 Limited are each a “person” under 18 U.S.C. §§ 1961(3) and 1964(c), as they are  
17 each capable of holding a legal or beneficial interest in property.

18 182. Sheikh Hamad bin Khalifa, Sheikh Hamad bin Jassim, Sheikha  
19 Lulwah, Michele Faissola, Marc Socker, Dilmon, Beverly Hills Acquisition  
20 LLC, and Maybourne Hotels Limited are each a “person” under 18 United States  
21 Code Sections 1961(3) and 1962(c), as they are each capable of holding a legal or  
22 beneficial interest in property.

23 183. Defendants Sheikh Hamad bin Khalifa, Sheikh Hamad bin Jassim,  
24 Sheikha Lulwah, Michele Faissola, Marc Socker, Dilmon, Beverly Hills  
25 Acquisition LLC, and Maybourne Hotels Limited, and each of their agents and  
26 representatives, along with non-defendant enterprise members SEDHV, Gilles de  
27 Boissieu, Constellation Paris, and Fady Bakhos, constitute an “enterprise”  
28 engaged in, and the activities of which affect, interstate and foreign commerce  
within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c) (the “Al Thani

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1 Enterprise”). The Al Thani Enterprise is an informal association operating for a  
2 common purpose on an ongoing basis. To further this purpose, the Al Thani  
3 Enterprise has engaged in coordinated activity to perpetrate a series of fraudulent  
4 schemes against Mr. McKillen by fraudulently inducing and soliciting Plaintiffs,  
5 a foreign individual and foreign company, to continue to provide services in the  
6 United States on ultra-luxury property projects under the false pretense of  
7 compensation for services rendered, while having no intention to compensate  
8 them, and later refusing to compensate them once a benefit to the Qatari Royals  
9 had been realized.

10 184. As members of the Al Thani Enterprise, each Defendant was and  
11 remains associated with the Al Thani Enterprise and has conducted and/or  
12 participated in the management and operation of the affairs of the Al Thani  
13 Enterprise in relation to Plaintiffs through a pattern of unlawful activity  
14 implicated under 18 U.S.C. § 1961(1)(B), including multiple, related, repeated,  
15 and continuous acts of wire fraud and fraud in foreign labor contracting  
16 chargeable under §§ 1343 and 1351, respectively.

17 185. At all times relevant herein, Defendants have each carried out and  
18 participated in schemes to defraud Plaintiffs through the Al Thani Enterprise.  
19 Defendants’ conduct includes, though is not limited to:

20 a. Inducing and soliciting Plaintiffs, a foreign individual and foreign  
21 company, to continue to provide management and/or redevelopment services in  
22 the United States in support of the Qatari Royals’ investments on the materially  
23 false pretense and/or via materially false representations that Plaintiff would be  
24 compensated for services performed, when in truth Defendants did not intend to  
25 fully compensate Plaintiffs for services performed;

26 b. Making materially false representations that Plaintiffs would be  
27 compensated for services performed;

28

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1 c. Directing and/or approving Plaintiffs’ work on each of these  
2 management and/or redevelopment projects for the Qatari Royals’ benefit with  
3 knowledge that the Qatari Royals did not intend to compensate Plaintiffs and in  
4 furtherance of the fraudulent schemes;

5 d. Engaging in dilatory tactics to conceal the Qatari Royals’ true intent  
6 from Plaintiffs and luring Plaintiffs into believing that the Qatari Royals would  
7 compensate them; and

8 e. Wrongfully refusing to compensate Plaintiffs once a benefit to the  
9 Qatari Royals had been realized.

10 186. Defendants’ racketeering acts consisted of, though are not limited  
11 to, multiple acts of wire fraud, including transmitting communications through  
12 interstate and foreign commerce in furtherance of the scheme to induce Plaintiffs  
13 to continue to provide services on materially false pretenses and via materially  
14 false representations, to direct and approve Plaintiffs’ work for the benefit of the  
15 Qatari Royals, to engage in dilatory tactics to conceal the Qatari Royals’ true  
16 intent to deny Plaintiffs compensation, and/or refuse to compensate Plaintiffs for  
17 services rendered after a benefit to the Qatari Royals had been realized, and  
18 multiple acts of fraud in foreign labor contracting, including soliciting Plaintiffs,  
19 a foreign individual and foreign company residing and based outside of the  
20 United States, for employment inside the United States on materially false  
21 pretenses and via materially false representations, employing Plaintiffs in the  
22 United States, directing and approving Plaintiffs’ work in the United States for  
23 the benefit of the Qatari Royals, engaging in dilatory tactics to conceal the Qatari  
24 Royals’ true intent to deny Plaintiffs compensation, and/or refusing to  
25 compensate Plaintiffs for services rendered in the United States after a benefit to  
26 the Qatari Royals had been realized. Defendants’ acts were committed for the  
27 unlawful purpose of defrauding Plaintiffs in furtherance of the objectives of the  
28 Al Thani Enterprise. In committing these acts, Defendants systematically

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1 coordinated their activities, shared essential information between and among the  
2 members of the Al Thani Enterprise, and acted as a continuing unit in furtherance  
3 of its objectives.

4 187. Defendants’ conduct constitutes a “pattern” of racketeering activity  
5 under 18 U.S.C. § 1961(5) because these activities include at least two acts of  
6 racketeering activity within the past ten years. The California Fraud, the New  
7 York Fraud, the Saint-Germain Fraud, and the Riviera Fraud undertaken by the  
8 Al Thani Enterprise were each initiated and effectuated within ten years of one  
9 another. Each of these frauds is related, as they involve common participants,  
10 share the same purpose of stealing Plaintiffs’ services, and employ the same  
11 methods to do so. These related acts of racketeering activity have taken place for  
12 over five years. Further, each of these frauds is ongoing and results in continuing  
13 harm to Plaintiffs. The Al Thani Enterprise’s conduct threatens to continue  
14 indefinitely, as there is no indication that the Al Thani Enterprise intends to  
15 terminate any of these schemes by compensating Plaintiffs at any point, and  
16 Plaintiffs’ injuries only continue to increase the longer payment is wrongfully  
17 withheld.

18 188. Defendants’ conduct was designed to injure Plaintiffs, and  
19 Defendants have been and continue to be successful in injuring Plaintiffs. As a  
20 direct and proximate result of the activities and conduct of Sheikh Hamad bin  
21 Khalifa, Sheikh Hamad bin Jassim, Sheikha Lulwah, Michele Faissola, Marc  
22 Socker, Dilmon, Maybourne Hotels Limited, and Beverly Hills Acquisition LLC  
23 in violation of 18 U.S.C. § 1962(c), Plaintiffs have suffered and continue to suffer  
24 injury to their business or property within the meaning of 18 U.S.C. § 1964(c)  
25 that arose in California and New York. Plaintiffs have suffered and continue to  
26 suffer damages and injury to their business, including a financial loss of millions  
27 of dollars for uncompensated work performed in California and New York by  
28 Plaintiffs. As a direct result of Defendants inducing Plaintiffs to continue work

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1 on substantial redevelopment projects under false pretenses and via explicit false  
2 representations, Plaintiffs have expended countless hours and immense resources  
3 in California and New York, only for Defendants to wrongfully withhold from  
4 Plaintiffs fees owed in accordance with their fraudulent schemes. Plaintiffs’  
5 injuries arose in California and New York, as Plaintiffs’ considerable financial  
6 losses were incurred in California and New York, Defendants’ activity was  
7 conducted with the aim and effect of injuring Plaintiffs in California and New  
8 York, and Defendants’ fraudulent schemes were undertaken to enrich the Qatari  
9 Royals in California and New York. Plaintiffs are, therefore, entitled to recover  
10 threefold the damages sustained, in addition to the cost of the suit and reasonable  
11 attorneys’ fees.

12 **SECOND CLAIM FOR RELIEF**

13 **Violation of the Racketeer Influenced and Corrupt Organizations Act,**  
14 **18 U.S.C. § 1962(d), by Conspiring to Violate 18 U.S.C. § 1962(c)**  
15 **(Against All Defendants)**

16 189. Plaintiffs reallege and incorporate herein each and every allegation  
17 set forth in Paragraphs 1 through 188 as if fully set forth herein.

18 190. As alleged in Count One, one or more of the following individuals  
19 and/or entities violated 18 U.S.C. § 1962(c): Sheikh Hamad bin Khalifa, Sheikh  
20 Hamad bin Jassim, Sheikha Lulwah, Michele Faissola, Marc Socker, Dilmon,  
21 Maybourne Hotels Limited, and Beverly Hills Acquisition LLC. Any person or  
22 persons found to have violated 18 U.S.C. § 1962(c) is hereafter referred to as the  
23 “Conductor/Participant” for the remainder of this Count.

24 191. Each of the Defendants was and is associated with the Al Thani  
25 Enterprise, defined *supra*, and they have all conspired with the  
26 Conductors/Participants within the meaning of 18 U.S.C. § 1962(d) to violate 18  
27 U.S.C. § 1962(c). Each of the Defendants conspired with the  
28 Conductors/Participants to conduct or participate, directly or indirectly, in the  
management and/or operation of the affairs of the Al Thani Enterprise in relation

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1 to Plaintiffs through a pattern of activity unlawful under 18 U.S.C. § 1961(1)(B),  
2 including multiple, related, repeated, and continuous acts of wire fraud  
3 chargeable under § 1343 and fraud in foreign labor contracting chargeable under  
4 § 1351 in violation of 18 U.S.C. § 1962(c), for the purpose of stealing Plaintiffs’  
5 services.

6 192. At all times relevant herein, Defendants intended to and agreed to  
7 further an unlawful endeavor of the Conductors/Participants, which, if  
8 completed, would violate 18 U.S.C. § 1962(c), and adopted the goal of furthering  
9 or facilitating the unlawful endeavor. Defendants’ conduct includes, though is  
10 not limited to:

11 a. Agreeing to induce and solicit Plaintiffs, a foreign individual and  
12 foreign company, to continue to provide management and/or redevelopment  
13 services in the United States in support of the Qatari Royals’ investments on the  
14 materially false pretense and/or via materially false representations that Plaintiffs  
15 would be compensated for services performed, when in truth Defendants did not  
16 intend to fully compensate Plaintiffs for services performed;

17 b. Agreeing to make materially false representations that Plaintiffs  
18 would be compensated for services performed;

19 c. Agreeing to direct and/or approve any portion of Plaintiffs’ work on  
20 each of these management and/or redevelopment projects for the Qatari Royals’  
21 benefit with the knowledge that the Qatari Royals did not intend to compensate  
22 Plaintiffs and in furtherance of the fraudulent schemes;

23 d. Agreeing to engage in dilatory tactics to conceal the Qatari Royals’  
24 true intent from Plaintiffs and luring Plaintiffs into believing that the Qatari  
25 Royals would compensate them; and

26 e. Agreeing to wrongfully refuse to compensate Plaintiffs once a  
27 benefit to the Qatari Royals had been realized.  
28

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1 193. Plaintiffs were injured by Defendants’ racketeering acts or acts  
2 otherwise unlawful under 18 U.S.C. § 1962, which included multiple acts of wire  
3 fraud and fraud in foreign labor contracting through the Al Thani Enterprise as  
4 alleged in Count One.

5 194. As a direct and proximate result of the activities and conduct of  
6 Sheikh Hamad bin Khalifa, Sheikh Hamad bin Jassim, Sheikha Lulwah, Michele  
7 Faissola, Marc Socker, Dilmon, Maybourne Hotels Limited, and Beverly Hills  
8 Acquisition LLC in violation of 18 U.S.C. § 1962(d), Plaintiffs have suffered and  
9 continue to suffer injury to their business or property within the meaning of 18  
10 U.S.C. § 1964(c) that arose in California and New York. Plaintiffs have suffered  
11 and continue to suffer damages and injury to their business, including a financial  
12 loss of millions of dollars for uncompensated work performed in California and  
13 New York by Plaintiffs. As a direct result of Defendants inducing Plaintiffs to  
14 continue to complete massive redevelopment projects under the false pretense  
15 and via explicit false assurances of compensation, Plaintiffs have expended  
16 countless hours and immense resources on the projects in California and New  
17 York, only for Defendants to wrongfully withhold from Plaintiffs fees owed in  
18 accordance with their fraudulent schemes. Plaintiffs’ injuries arose in California  
19 and New York, as Plaintiffs’ considerable financial losses were incurred in  
20 California and New York, Defendants’ activity was conducted with the aim and  
21 effect of injuring Plaintiffs in California and New York, and Defendants’  
22 fraudulent schemes were undertaken to enrich the Qatari Royals in California and  
23 New York. Plaintiffs are, therefore, entitled to recover threefold the damages  
24 sustained, in addition to the cost of the suit and reasonable attorneys’ fees.

25 **THIRD CLAIM FOR RELIEF**

26 **Violation of the Computer Fraud and Abuse Act,**  
27 **18 U.S.C. § 1030**

28 (Against John Does)

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1 195. Plaintiffs reallege and incorporate herein each and every allegation  
2 set forth in Paragraphs 1 through 194 as if fully set forth herein.

3 196. The Microsoft 365 Account was used by Plaintiffs to engage in  
4 interstate foreign commerce. 18 U.S.C. § 1030(e)(2)(B).

5 197. As a result of the Hacking Scheme perpetuated by John Does, within  
6 the last year, Plaintiffs have suffered damages in excess of the \$5,000 statutory  
7 minimum. Specifically, Plaintiffs have been damaged by Defendants' actions,  
8 including through the impairment to the integrity of Plaintiffs' online accounts,  
9 devices, networks, and email accounts, and the thousands of email items that  
10 were accessed without authorization, some of which were later used nefariously.  
11 Plaintiffs also suffered loss from the costs associated with upgrading and  
12 replacing the impacted online accounts, devices, and networks, expending  
13 resources to prevent future hacking activity, undertaking a forensic investigation,  
14 and paying legal fees to remove publications of the Hacked Material. 18 U.S.C.  
15 §§ 1030(a)(4), (a)(5), (c)(4), (e)(8), (e)(11).

16 198. Plaintiffs have also suffered irreparable and incalculable  
17 reputational harm and injuries from the scheme and the publication of the stolen  
18 information. John Does intentionally accessed Plaintiffs' protected devices  
19 without authorization or exceeding authorized access, and thereby obtained  
20 information from protected computers in violation of 18 U.S.C. § 1030(a)(2)(C).

21 199. John Does intentionally accessed Plaintiffs' protected online  
22 account without authorization. On information and belief, John Does knowingly  
23 caused the transmission of a program, information, code, or command. As a  
24 result of this conduct, Defendants intentionally and recklessly caused damage  
25 without authorization, and Plaintiffs have experienced damage and loss in  
26 violation of 18 U.S.C. §§ 1030(a)(5)(A)–(C).

27 200. On information and belief, the John Does knowingly, and with intent  
28 to defraud, accessed a protected computer without authorization or exceeding

1 authorized access, by means of such conduct furthering the intended fraud and  
2 obtaining one or more things of value in violation of 18 U.S.C. § 1030(a)(4).

3 201. On information and belief, the John Does agreed to commit  
4 violations of 18 U.S.C. §§ 1030(a)(2)(C), 1030(a)(4), and 1030(a)(5)(A)–(C) in  
5 violation of 18 U.S.C. § 1030(b).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs Patrick McKillen and Hume Street Management  
8 Consultants Limited respectfully request that the Court issue the following relief:

- 9 a. All actual damages suffered as a result of these fraudulent schemes,  
10 in an amount no less than \$20 million, which amount continues to grow due to  
11 interest;
- 12 b. Treble damages pursuant to 18 U.S.C. § 1964(c);
- 13 c. Attorney fees and costs pursuant to 18 U.S.C. § 1964(c);
- 14 d. Damages pursuant to 18 U.S.C. § 1030 *et seq.*;
- 15 e. Pre- and post-judgment interest; and
- 16 f. Any such other and further relief as this Court may deem just and  
17 proper.

18 Dated: September 25, 2025 **WILLKIE FARR & GALLAGHER LLP**

19 /s/ Michael J. Gottlieb

20 Michael J. Gottlieb  
21 Samuel G. Hall (*Pro hac vice forthcoming*)  
22 Marina A. Torres  
23 Logan M. Elliott

24 *Attorneys for Plaintiffs*

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**DEMAND FOR JURY TRIAL**

Under Rule 38(b) of the Federal Rules of Civil Procedure and Local Civil Rule 38-1, Plaintiffs demand a trial by jury of all issues so triable that are raised here or that may be raised hereinafter in this action.

Dated: September 25, 2025 **WILLKIE FARR & GALLAGHER LLP**

/s/ Michael J. Gottlieb

Michael J. Gottlieb

Samuel G. Hall (*Pro hac vice forthcoming*)

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