

Nos. 24-20 and 24-151

IN THE
Supreme Court of the United States

MIRIAM FULD, *et al.*,
Petitioners,

v.

PALESTINE LIBERATION ORGANIZATION, *et al.*,
Respondents.

UNITED STATES,
Petitioner,

v.

PALESTINE LIBERATION ORGANIZATION, *et al.*,
Respondents.

**On Writs of Certiorari to the
United States Court of Appeals
for the Second Circuit**

**JOINT APPENDIX
VOLUME II**

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Case No.: 20-cv-3374

MIRIAM FULD, individually, as personal representative and administrator of the Estate of Ari Yoel Fuld, deceased, and as natural guardian of plaintiff Natan Shai Fuld, NATAN SHAI FULD, minor, by his next friend and guardian Miriam Fuld, NAOMI FULD, TAMAR GILA FULD, and ELIEZER YAKIR FULD,
Plaintiffs,

vs.

THE PALESTINE LIBERATION ORGANIZATION
AND THE PALESTINIAN AUTHORITY (a/k/a “The
Palestinian Interim Self-Government Authority,”
and/or “The Palestinian Council,” and/or “The
Palestinian National Authority”),
Defendants.

AMENDED COMPLAINT WITH JURY DEMAND
INTRODUCTION

1. This is a civil action pursuant to the Antiterrorism Act, 18 U.S.C. §2331 *et. seq.*, the Promoting Security and Justice for Victims of Terrorism Act of 2019, Pub. L. No. 116-94, div. J, tit. IX, §903, 133 Stat. 3082 (PSJVTA), and supplemental causes of action, brought by United States citizens, family members, and the personal representative of the estate of a United States citizen, who were injured and killed in a terrorist attack assisted and encouraged by defendants on September 16, 2018, in Gush Etzion, Israel.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter and over defendants pursuant to 18 U.S.C. §§2333, and 2334 and the rules of supplemental jurisdiction, as this is an action by United States nationals who have been injured “in [their] person, property or business by reason of an act of international terrorism.” Subject matter jurisdiction is also conferred by 28 U.S.C. §§ 1331 and 1332, as this involves a federal question, and the matter in controversy is between citizens of a State and citizens of a foreign state, and exceeds the sum or value of \$75,000.

3. The Southern District of New York is the proper venue for this action pursuant to 18 U.S.C. §2334(a), since defendants Palestinian Authority and Palestine Liberation Organization maintain an office and agent in this district and are residents in this district. Moreover, defendants Palestinian Authority and Palestine Liberation Organization are “deemed to have consented to personal jurisdiction,” pursuant to 18 U.S.C. §2334(e)(1)(A), the Promoting Security and Justice for Victims of Terrorism Act of 2019, (the “PSJVTA”), which provides that a defendant “shall be deemed to have consented to personal jurisdiction,” in ATA cases if, after April 18, 2020, a defendant has made any payment “to *any* payee designated by any individual who, after being fairly tried or pleading guilty, has been imprisoned for committing any act of terrorism that injured or killed a national of the United States, if such payment is made by reason of such imprisonment; or (ii) to *any* family member of any individual, following such individual’s death while committing an act of terrorism that injured or killed a national of the United States, if such payment is made by reason of the death of such individual.” 18 U.S.C.

§2334(e)(1)(A)(i)(ii) (emphasis added). In addition, Defendants have consented to jurisdiction under 18 U.S.C. §2334(e)(1)(B)(iii), which provides that a defendant “shall be deemed to have consented to personal jurisdiction” in ATA cases if, after January 4, 2020, the defendant “conducts any activity while physically present in the United States on behalf of the Palestine Liberation Organization or the Palestinian Authority,” subject to specified exceptions. 18 U.S.C. §2334(e)(1)(B)(iii). Furthermore, Defendants have consented to jurisdiction under 18 U.S.C. §2334(e)(1)(B)(i), which provides that a defendant has consented to jurisdiction if, after January 4, 2020, it “continues to maintain any office, headquarters, premises, or other facilities or establishments in the United States,” unless “used exclusively for the purpose of conducting official business of the United Nations.” 18 U.S.C. §2334(e)(1)(B)(i).

PARTIES

4. Plaintiff MIRIAM FULD was severely harmed by the terrorist attack encouraged, incentivized, and assisted by defendants on September 16, 2018 in Gush Etzion, Israel, (“the September 16, 2018 Terrorist Attack”), and is, and at all times relevant hereto was, an American citizen. Plaintiff MIRIAM FULD is the wife of American citizen Ari Yoel Fuld, who was murdered in the September 16, 2018 Terrorist Attack, and brings this action individually, as the personal representative and administrator of the Estate of Ari Yoel Fuld, and as a natural guardian of her minor child, plaintiff NATAN SHAI FULD.

5. Plaintiff NATAN SHAI FULD was severely harmed by the September 16, 2018 Terrorist Attack, and is, and at all times relevant hereto was, an American citizen and the minor son of plaintiff

MIRIAM FULD, and decedent Ari Yoel Fuld, who was murdered in the September 16, 2018 Terrorist Attack.

6. Plaintiff NAOMI FULD was severely harmed by the September 16, 2018 Terrorist Attack, and is, and at all times relevant hereto was, an American citizen and the daughter of plaintiff MIRIAM FULD and decedent Ari Yoel Fuld, who was murdered in the September 16, 2018 Terrorist Attack.

7. Plaintiff TAMAR GILA FULD was severely harmed by the September 16, 2018 Terrorist Attack, and is, and at all times relevant hereto was, an American citizen and the daughter of plaintiff MIRIAM FULD and decedent Ari Yoel Fuld, who was murdered in the September 16, 2018 Terrorist Attack.

8. Plaintiff ELIEZER YAKIR FULD was severely harmed by the September 16, 2018 Terrorist Attack, and is, and at all times relevant hereto was, an American citizen and the son of plaintiff MIRIAM FULD and decedent Ari Yoel Fuld, who was murdered in the September 16, 2018 Terrorist Attack.

9. Defendant THE PALESTINE LIBERATION ORGANIZATION, (hereinafter “PLO”), is, and at all times relevant hereto was, a legal person as defined by 18 U.S.C. §2331(3). Defendant PLO is a public body within the meaning of N.Y. C.P.L.R. §1023.

10. Defendant THE PALESTINIAN AUTHORITY, also known as The Palestinian Interim Self-Government Authority, and/or The Palestinian National Authority, and/or The Palestinian Council, (hereinafter “PA”), is, and at all times relevant hereto was, a legal person as defined by 18 U.S.C. §2331(3). Defendant PA is a public body within the meaning of N.Y. C.P.L.R. §1023.

STATEMENT OF FACTS

11. The PLO was formed in 1964. Defendants' Response to Plaintiffs' Rule 56.1 Statement ¶ 1, *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 523-1 (S.D.N.Y. filed June 6, 2014).

12. Since its establishment in 1964, and through the present day, defendant PLO has funded, planned, and carried out thousands of terrorist bombings, shootings, and other attacks, resulting in the deaths of hundreds of innocent civilians and the wounding of thousands more. Dozens of United States citizens have been murdered, and scores more wounded, by terrorist attacks carried out and encouraged by defendant PLO. Congress has explicitly found that "the PLO and its constituent groups have taken credit for, and been implicated in, the murders of dozens of American citizens abroad . . . [and] the PLO covenant specifically states that armed struggle is the only way to liberate Palestine, thus it is an overall strategy, not merely a tactical phase Congress determines that the PLO and its affiliates are a terrorist organization and a threat to the interests of the United States" 22 U.S.C. §5201. At all times relevant hereto, the PLO has funded, encouraged, carried out, and utilized terrorist attacks as an established and systematic policy and practice to advance and achieve its political goals.

13. In 1974, the PLO was invited by the United Nations General Assembly to "participate in the sessions and the work of the General Assembly in the capacity of observer." Observer status for the Palestine Liberation Organization, G.A. Res. 3237, 29 U.N. GAOR Supp. (No. 31) at 4, U.N. Doc. A/9631 (1974).

14. In 1980, the PLO's Permanent Observer, acting in his official capacity, purchased a townhouse located

at 115 East 65th Street in the City and County of New York. Deed, reproduced at App. to Supp. Mem. in Support of Mot. to Recall Mandate, pp. 270-272, *Waldman v. Palestine Liberation Org.*, No. 15-3135, ECF Doc. 305-5 (2d Cir. Filed Mar. 25, 2019).

15. In 1993, the PLO and the State of Israel signed a “Declaration of Principles,” (the “DOP”), which followed the signatories’ mutual recognition. The DOP anticipated Palestinian self-rule in Gaza and Jericho, (Art. V), the transfer of power and responsibilities to Palestinians in the West Bank, (Art. VI), and an agreement on self-government and the election of a Palestinian council, (Art. III). Defendants’ Response to Plaintiffs’ Rule 56.1 Statement ¶ 5, *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 523-1 (S.D.N.Y. filed June 6, 2014).

16. Following further negotiations, the PLO and the State of Israel entered into a series of bilateral agreements. These agreements included, inter alia, the “Gaza-Jericho Agreement,” signed in Cairo in 1994; the “Agreement on Preparatory Transfer of Powers and Responsibilities,” also signed in 1994; and the Israeli-Palestinian Interim Agreement on the West Bank and the Gaza Strip, (the “Interim Agreement”), signed in 1995. Defendants’ Response to Plaintiffs’ Rule 56.1 Statement ¶ 6, *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 523-1 (S.D.N.Y. filed June 6, 2014).

17. Following the 1995 execution of the Interim Agreement, the PLO created the PA. Defendants’ Response to Plaintiffs’ Rule 56.1 Statement ¶ 9, *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 523-1 (S.D.N.Y. filed June 6, 2014).

18. The PA's "ultimate authority is the PLO," and the PA is "accountable to the PLO Executive Committee." Legal Consequences of the Construction of a Wall in the Occupied Palestinian Territory (Request for an Advisory Opinion), Written Statement Submitted by Palestine at ¶¶ 118–119 (S.D.N.Y. filed Jan. 30, 2004), <https://www.icj-cij.org/files/casereLATED/131/1555.pdf>.

19. The PA "cannot assume roles or functions not delegated to it by the PLO." PA Ministry of Foreign Affairs Website, translated and reproduced at App. to Supp. Mem. In Support of Mot. to Recall Mandate, pp. 249-54, *Waldman v. Palestine Liberation Org.*, No. 15-3135, ECF Doc. 305-5 (2d Cir. Filed Mar. 25, 2019).

20. In the Interim Agreement, the PLO and the State of Israel assigned certain governmental duties in the West Bank and Gaza to the PA. Defendants' Response to Plaintiffs' Rule 56.1 Statement ¶ 7, *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 523-1 (S.D.N.Y. filed June 6, 2014).

21. Since its creation by the PLO, the PA has provided many government services, including local policing and civil authority over traditional matters such as agriculture, banking, employment, environmental protection, unclaimed property, health, labor, zoning, postal services, social welfare, telecommunications, transportation, water and sewage, and the PA has a police force and levies taxes. Defendants' Response to Plaintiffs' Rule 56.1 Statement ¶ 9, *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 523-1 (S.D.N.Y. filed June 6, 2014).

22. Following its establishment in 1995, and through the present day, defendant PA, as the governing body of the PLO, has funded, encouraged,

planned, and carried out hundreds of terrorist bombings, shootings, and other terrorist attacks, resulting in the deaths of hundreds of civilians and the wounding of thousands more. Dozens of United States citizens have been murdered, and many more wounded, by terrorist attacks carried out and encouraged by defendant PA.

23. Congress has explicitly found, “Textbooks used by the Palestinian Authority . . . in the West Bank and Gaza demonize Israel, encourage war, and teach children that Palestinian statehood can be achieved through violence. . . . It is the sense of Congress that the Palestinian Authority and UNRWA have not sufficiently worked to eliminate all content and passages encouraging violence or intolerance toward other nations or ethnic groups from the curriculum used in their respective schools.” Peace and Tolerance in Palestinian Education Act. At all times relevant hereto, the PA has funded, encouraged, carried out, and utilized terrorist attacks as an established and systematic policy and practice to advance and achieve its political goals.

24. Article 9.5 of the Interim Agreement provides that the PA “will not have powers and responsibilities in the sphere of foreign relations, which sphere includes the establishment abroad of embassies, consulates or other types of foreign missions and posts or permitting their establishment in the West Bank or the Gaza Strip, the appointment of or admission of diplomatic and consular staff, and the exercise of diplomatic functions.” Interim Agreement Art. 9.5(a), available at: https://peacemaker.un.org/sites/peacemaker.un.org/files/IL%20PS_950928_InterimAgreementWestBankGazaStrip%28OsloII%29.pdf.

25. The PLO states that it has delegated to the PA a role in the PLO's conduct of foreign activities, including its activities at the UN Mission in New York. In 2005, the PA adopted "The Diplomatic Corps Law No. 13-2005." According to this law, the PA's Ministry of Foreign Affairs is charged with "[o]verseeing all missions politically, administratively and financially," (§ 3); and all staff with the rank of "Ambassador" are appointed by the PA's President, (§§ 7, 9). The Diplomatic Corps Law No. 13-2005, translated and reproduced at App. to Supp. Mem. in Support of Motion to Recall Mandate, pp. 214-24, *Waldman v. Palestine Liberation Org.*, No. 15-3135, ECF Doc. 305-4 (2d Cir. Filed Mar. 25, 2019).

26. In accordance with this law, PA President Abbas appointed Riyad Mansour to head the Palestinian UN Mission on September 10, 2005, with the civil service rank of "ambassador" within the PA's Foreign Ministry, serving as the PLO's Permanent Observer to the United Nations. Palestinian Gazette, Decision No. 122 of 2005, translated and reproduced at App. to Supp. Mem. in Support of Motion to Recall Mandate, pp. 234-40, *Waldman v. Palestine Liberation Org.*, No. 15-3135, ECF Doc. 305-4 (2d Cir. Filed Mar. 25, 2019).

27. Upon information and belief, Dr. Mansour continued in this position after January 4, 2020.

28. According to testimony of Salam Fayyad, "after the PA came into being, the PLO . . . ceased to have its own independent sources of funding largely. . . . [F]unding for its own operations did come from the PA." Deposition of Salam Fayyad, p. 76:2-7, *Saperstein v. Palestinian Auth.*, No. 04-20225-CIV (S.D. Fl. given Mar. 9, 2010). Dr. Fayyad was the PA's Finance Minister from June 2002 to November 2005, and from

March 2007 to May 2012, and he was the PA's Prime Minister between June 2007 and June 2013.

29. Upon information and belief, the PLO has received all or substantially all its funding from the PA at all relevant times, including after January 4, 2020.

30. As described in detail below, Defendants have made payments to the designees of prisoners imprisoned for committing terror attacks and to the families of suicide terrorists by reason of the terror attacks. The entities through which Defendants have channeled these payments have been moved repeatedly back and forth between the PLO to the PA at the discretion of Chairman/President Abbas.

First Basis of Consent to Jurisdiction: Defendants' Pay-For-Slay Practices

31. Defendants have consented to jurisdiction under the PSJVTA, Section 2334(e)(1)(A), which provides that a defendant "shall be deemed to have consented to personal jurisdiction" in ATA cases if, after April 18, 2020, it "makes *any* payment, directly or indirectly—(i) to any payee designated by any individual who, after being fairly tried or pleading guilty, has been imprisoned for committing any act of terrorism that injured or killed a national of the United States, if such payment is made by reason of such imprisonment; or (ii) to *any* family member of *any* individual, following such individual's death while committing an act of terrorism that injured or killed a national of the United States, if such payment is made by reason of the death of such individual." 18 U.S.C. § 2334(e)(1)(A)(i)(ii) (emphasis added). Accordingly, it is not necessary that payment be made to a specific terrorist or his family, but rather to any payee within the above parameters.

Defendants' Prisoner and "Martyr" Payments

32. Defendants have a longstanding practice pursuant to which they provide monthly payments to designees of Palestinians imprisoned for murdering or injuring civilians and to the families of suicide terrorists. According to the Congressional Research Service, "The Palestinian practice of compensating families who lost a member (combatant or civilian) in connection with Israeli-Palestinian violence reportedly dates back to the 1960s. Palestinian payments on behalf of prisoners or decedents in their current form apparently 'became standardized during the second intifada [uprising] of 2000 to 2005.' Various PA laws and decrees since 2004 have established parameters for payments." Jim Zanotti, Congressional Research Service: "U.S. Foreign Aid to the Palestinians," at 12 (Dec. 12, 2018) (footnotes omitted), available at: <https://crsreports.congress.gov/product/pdf/RS/RS22967/59>.

33. In 2004, Defendants enacted a law providing that the designee of any individual imprisoned for committing any offense while "participating in the struggle against the occupation"—*i.e.*, against Israelis and Jews in Israel—is eligible for such payments. This law codified prior practice. It was described in detail in January 2015 in documents and testimony at trial in *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD) (S.D.N.Y.), *e.g.*, Trial Exs. 512 (ECF Doc. 909), 1143 (ECF Doc. 910); Trial Tr. 494-505, 568-91 (ECF Doc. 837, 839).

34. Individuals charged with terrorism are classified under Israeli law as "security prisoners." *See* Criminal Procedure (Arrest of a Security Offense Suspect) (Temporary Provision) Law, 5766-2006.

35. There are thousands of Palestinian security prisoners serving sentences in Israel. For example, in 2015, counsel for the PLO and PA elicited testimony in open court that there were approximately 4,000 security prisoners in Israel. Trial Transcript in *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD) (S.D.N.Y.), ECF Doc. 830, pp. 602-03, 909-10 (filed Mar. 4, 2015).

36. Defendants have a long-standing practice pursuant to which they provide monthly payments to families of Palestinian or pro-Palestinian individuals who were injured or killed in the context of the Palestinian-Israeli conflict. Such individuals include suicide terrorists. This practice was described in detail in January 2015 in documents and testimony at trial in *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD) (S.D.N.Y.), e.g., Trial Tr. 593-94, 603-04.

37. Defendants call these payments “martyr” payments. According to the Washington Post, the PA’s “Foundation for the Care of the Families of Martyrs, has an annual budget of \$173 million and operates within the Palestinian Authority’s Ministry of Social Affairs. The foundation gives support to any individual ‘wounded, killed, or otherwise affected as a result of their joining the revolution or the presence of the revolution’” David Makovsky, Ghaith al-Omari and Lia Weiner, *If Palestinians are Serious about Peace, ‘Martyr’ Violence Should Not Pay*, Wash. Post (April 6, 2017), available at: <https://www.washingtonpost.com/news/global-opinions/wp/2017/04/06/if-palestinians-are-serious-about-peace-martyr-violence-should-not-pay>.

38. Hundreds of Palestinians have died while committing terror attacks against civilians in Israel.

39. In 2018, the *Washington Post's* "Fact Checker" column reported that approximately "13,000 Palestinian men and women are beneficiaries of the prisoner payments, which totaled about \$160 million," and approximately "33,700 families (19,700 in the Palestinian territories) shared in about \$183 million in martyr payments." Glenn Kessler, *Does the Palestinian Authority pay \$350 million a year to 'terrorists and their families?'* Wash. Post (March 14, 2018), available at: <https://www.washingtonpost.com/news/fact-checker/wp/2018/03/14/does-the-palestinian-authority-pay-350-million-a-year-to-terrorists-and-their-families>.

40. The entity that Defendants have used to make payments to security prisoners has changed over time. In May 2020, the *Jerusalem Post* reported: "In 2014, the PA closed the PA Ministry of Prisoners' Affairs, and in 2015 it created the PLO Commission of Prisoners' Affairs. In 2018, it reopened the PA Ministry of Prisoners' Affairs and in 2019 it changed its name to the Commission for Detainees' Affairs. Now in 2020, it is trying to hide its payments by moving them once again from the PA to the PLO." Donna Rachel Edmunds, *PA Hiding Terrorist Salaries from Donor Countries in Financial Reports*, Jerusalem Post (May 6, 2020), available at <https://www.jpost.com/arab-israeli-conflict/pa-hiding-terrorist-salaries-from-donor-countries-in-financial-reports-627111>.

41. With regard to the payments described above, the PLO and PA act in coordination and/or common control with one another. According to a witness called by Defendants at trial in *Sokolow v. PLO*, both the Martyr's Foundation and the Ministry for Prisoners and Ex-Prisoners have been "moved" between the PLO and the PA, and that the decision to move these institutions is made by Mahmoud Abbas, President of

the PA and Chairman of the PLO. Trial Transcript (Feb. 10, 2015) at 3132-33 in *Sokolow v. PLO*, No. 04 Civ. 397 (GBD), ECF Doc. 878 (Testimony of Hanan Ashrawi) (S.D.N.Y. filed Mar. 4, 2015).

42. Upon information and belief, the PA has provided funds to the PLO with the knowledge and/or intent that the PLO would make the payments described above.

43. At all times relevant hereto, defendants PLO and PA have encouraged and incentivized terrorism with the egregious practice of providing these generous financial payments to families of Palestinians who engage in acts of terrorism and to individuals incarcerated in Israeli prisons. Wall Street Journal, *Ending Aid to Terrorists, Palestinian Law Rewards Those Who Kill Jews, Including Americans*, November 13, 2016; Bloomberg Opinion, *The Palestinian Incentive Program for Killing Jews*, July 1, 2016; Wall Street Journal, *Pay for Slay in Palestine, U.S. Aid Becomes a Transfer Payment for Terrorists*, March 27, 2017; Jerusalem Post, *How to End the Palestinian Authority's 'pay-for-slay' laws*, March 6, 2017; The Tower Magazine, *Abbas Defends Payments to Terrorists After Meeting With U.S. Envoys*, June 22, 2017. Moreover, defendants PA and PLO refer to Palestinians who commit terror attacks in Israel and otherwise as “heroes” and to those Palestinians who are killed while carrying out terror attacks as “martyrs,” which serves to not only legitimize, but extol all acts against Israel, including violent acts such as murder. The Washington Post, *If Palestinians Are Serious About Peace, 'Martyr' Violence Should Not Pay*, April 6, 2017. In 2009, PA President Mahmoud Abbas stated that payments would continue to be made for prisoners belonging to the PLO. Palestine News

Network, *Stipends for PLO-member political prisoners*, March 4, 2009.

44. As depicted above, the PA spends approximately \$300 million per year, which is roughly 7 percent of its total budget, supporting two foundations: one established for the purpose of assisting families of “martyrs,” The Foundation for the Care of the Families of Martyrs, and the second for Palestinians who are incarcerated in Israeli prisons, a program codified in 2004 Palestinian Law No. 14, the Aid for Prisoners in Israeli Prisons. *Id.* The law provides for monthly salaries to prisoners, along with an entire compensation package and reward upon the prisoner’s release from prison, including various economic preferential treatments. *Id.* In 2014, in the face of international pressure on PA to cease payments, PA President Mahmoud Abbas transferred the Ministry of Prisoners’ Affairs from PA to PLO, which Abbas also chairs. *Id.*; Forward, *Does Aid to Palestinians Subsidize the Families of Terrorists?*, August 23, 2016. In fact, defendants PA and PLO fund one another. *See Id.* In June of 2016, PA’s budget report listed a transfer of \$137.45 million to PLO in support of PLO’s program to protect its prisoners and their families. *Id.*

Defendants Gave Up Hundreds of Millions of Dollars in Aid to Continue Pay-For-Slay Practice

45. On December 26, 2018, PA Prime Minister Rami Hamdallah informed Secretary of State Mike Pompeo that the PA would reject United States financial support as of January 31, 2019, because it did not want to be subject to personal jurisdiction in the United States pursuant to the proposed Anti-Terrorism Clarification Act of 2018, thus clearly indicating the PA’s intention to continue to encourage and commit terrorist attacks in Israel without having to subject

itself to trial in the United States for committing such acts against United States citizens in Israel. *See* Letter from PA Prime Minister Rami Hamdallah to Secretary of State Mike Pompeo (December 26, 2018). “The Government of Palestine respectfully informs the United States Government that, as of January 31st, 2019, it fully disclaims and no longer wishes to accept any form of assistance referenced in ATCA. . . . The Government of Palestine unambiguously makes the choice not to accept such assistance.” *Id.* Implicit in Hamdallah’s statement is the fact that the PA was willing to choose terrorism over foreign aid.

46. Prior to 2018, the United States provided billions of dollars in financial assistance to the PLO and the PA. Jim Zanotti, Congressional Research Service: “U.S. Foreign Aid to the Palestinians,” at 1 (Dec. 12, 2018), available at: <https://crsreports.congress.gov/product/pdf/RS/RS22967/59>.

47. In 2018, Congress enacted the Taylor Force Act, which mandated that specified foreign assistance to the PA was forbidden, unless the Secretary of State certified that the PLO and PA “(A) are taking credible steps to end acts of violence against Israeli citizens and United States citizens that are perpetrated *or* materially assisted by individuals under their jurisdictional control, such as the March 2016 attack that killed former United States Army officer Taylor Force, a veteran of the wars in Iraq and Afghanistan; (B) have terminated payments for acts of terrorism against Israeli citizens and United States citizens to any individual, after being fairly tried, who has been imprisoned for such acts of terrorism and to any individual who died committing such acts of terrorism, including to a family member of such individuals” Taylor Force Act, Pub. L. 115-141, Title X, § 1004(1)(A)(B))

(codified at 22 U.S.C. § 2378c– 1(a)(1)(B)) (emphasis added).

48. In enacting the Taylor Force Act, Congress found that “[t]he Palestinian Authority’s practice of paying salaries to terrorists serving in Israeli prisons, as well as to the families of deceased terrorists, is an incentive to commit acts of terror.” *Id.*, §1002(1).

49. The Taylor Force Act, Section 1003, “(1) calls on the Palestinian Authority, the Palestine Liberation Organization, and any successor or affiliated organizations to stop payments for acts of terrorism by individuals who are imprisoned after being fairly tried and convicted for acts of terrorism and by individuals who died committing acts of terrorism and to repeal the laws authorizing such payments; (2) calls on all donor countries providing budgetary assistance to the Palestinian Authority to cease direct budgetary support until the Palestinian Authority stops all payments incentivizing terror; (3) urges the Palestinian Authority to develop programs to provide essential public services and support to any individual in need within its jurisdictional control, rather than to provide payments contingent on perpetrating acts of violence” *Id.*, §1003(1)(2)(3).

50. Congress specified limitation of foreign aid to the West Bank and Gaza and enacted the Taylor Force Act specifically to combat the PA’s incentivization of acts of terror through its pay-for-slay laws.

51. Based on Sections 1004(a)(1)(A)(B), Congress found that the pay-for-slay laws incentivize and are the proximate cause of acts of terror to such an extent, that even if the acts of terror are perpetrated by individuals who are merely under the jurisdictional

control of the PA and PLO, that by itself is sufficient to render the PA and PLO ineligible for American funds.

52. Nevertheless, after Congress passed the Taylor Force Act in March 2018, notwithstanding the threatened substantial loss in funding, Mahmoud Abbas, PLO Chairman and PA President, announced in a public speech, “We will not accept a cut or cancellation of salaries to the families of martyrs and prisoners Even if we have only a penny left, we will give it to the martyrs, the prisoners and their families. . . . We view the prisoners and the martyrs as planets and stars in the skies of the Palestinian struggle, and they have priority in everything.” See, e.g., *The Times of Israel*, *Abbas Vows to Continue Stipends to Terrorists, even with PA’s ‘last penny,’*” July 24, 2018; *The Jerusalem Post*, *Abbas: We Won’t Stop Payments to Martyrs and Prisoners*, July 24, 2018. PA President Abbas added that the PA “will not allow anyone to interfere with the money that Israel is against us paying to the families of martyrs and prisoners.” *Id.* The PA and PLO chose terrorism over foreign aid. The stipends amount to approximately \$300 million, roughly 7 percent of the PA’s \$5 billion budget for 2018. *Id.* *The Washington Post*, *If Palestinians Are Serious About Peace, ‘Martyr’ Violence Should Not Pay*, April 6, 2017.

53. Beginning in 2018, the United States has withheld hundreds of millions of dollars per year in foreign assistance from the PA pursuant to the Taylor Force Act. Jim Zanotti, Congressional Research Service, *U.S. Foreign Aid to the Palestinians* at 1 (Dec. 12, 2018), available at: <https://crsreports.congress.gov/product/pdf/RS/RS22967/59>.

54. Notwithstanding the substantial loss in funding, Defendants have confirmed numerous times that

the payments described above will continue and have continued. For example,

- a. On September 20, 2018, the Palestinian Prisoner Affairs Commission spokesman, Hassan Abd Rabbo, stated, “We are not bashful or secretive about our support for our prisoners. The [Jabarin] family would be eligible to receive a monthly salary of NIS 1,400, (\$390), if their son is not freed by Israel and it completes all the necessary documents.” Times of Israel, U.S. Envoy: Abbas Pay to Family of Terrorist Who Killed Ari Fuld is Unconscionable, September 20, 2018. Abd Rabbo added that the sum would increase if Jabarin would remain in prison for several years. *Id.* Former PA Prisoners’ Affairs Minister Ashraf al-Ajrami confirmed Abd Rabbo’s statements, as well. *Id.*
- b. On September 26, 2019, Chairman Abbas stated in a speech to the United Nations General Assembly: “Even if we only have one penny left, we will give it to the martyrs, the prisoners and their families. . . . We view the prisoners and the martyrs as planets and stars in the skies of the Palestinian struggle, and they have priority in everything.” See, e.g., The Times of Israel, *Abbas Vows to Continue Stipends to Terrorists, even with PA’s ‘last penny,’* July 24, 2018; The Jerusalem Post, *Abbas: We Won’t Stop Payments to Martyrs and Prisoners*, July 24, 2018.
- c. On March 29, 2020, the PA’s Prime Minister Mohammed Shtayyeh declared that “we will pay full salaries this month over several days to prevent the public from crowding in front of

banks . . . [t]he third day for prisoners and martyrs,” as announced by Wafa, the official PA news agency. <https://english.wafa.ps>.

- d. On April 16, 2020, PA President Mahmoud Abbas declared “[t]he issue of the prisoners will remain our first priority despite all the difficulties we are facing. This is to preserve the just, inalienable rights of our people,” as announced by Wafa, the official PA news agency. *Id.*
- e. On July 5, 2020, Qadri Abu Bakr, the head of Defendants’ Ministry of Prisoners and Ex-Prisoners, “stated that the Finance Ministry had transferred all of the prisoners’ allowances into their bank accounts, along with the date the allowances were to be paid,” as announced by Wafa. *Id.* Wafa also reported that Minister “Abu Bakr demanded that all banks commit to paying the prisoners’ allowances and refrain from closing any of the accounts, or cancelling any of the ATM cards, considering that failing to pay the prisoners’ allowances would violate the directives of the [Palestine] Monetary Authority and the government, and that it would violate the agreement that had previously been concluded.” *Id.*
- f. On July 9, 2020, Qadri Abu Bakr, the head of Defendants’ Ministry of Prisoners and Ex-Prisoners, was interviewed on official Palestinian Television. When asked about the prisoner payments, he stated: “Regarding the salaries, everything was 100% on Wednesday [July 8, 2020], obviously, after contact, of course, with a number of the banks that had stopped the payments. And nearly all the

prisoners-we did not receive a single call from any prisoner. They went to the banks and it was paid to them.” Official PA TV, *Giants of Endurance*, July 9, 2020.

- g. On August 4, 2020, in his declaration in the underlying case, Tareq Mustafa, Director General of the Budget Department at the Palestinian Authority’s Ministry of Finance, admitted that “one payment, in the amount of 1,400 NIS (approximately \$400 USD), was transferred to the mother of Jabarin in October 2019.” Mustafa Dec., dated August 4, 2020, ¶ 6.

Pay-for-Slay Payments Include Payments to Terrorists Who Killed or Injured U.S. Nationals

55. Hundreds of nationals of the United States have been killed or injured in terror attacks in Israel. *Linde v. Arab Bank, PLC*, 882 F.3d 314, 317 (2d Cir. 2018).

56. There are more than two hundred Palestinian “security prisoners,” who have been imprisoned after being fairly tried or pleading guilty for committing acts of terrorism that killed or injured one or more nationals of the United States.

57. As of December 4, 2014, the following individuals were imprisoned after being fairly tried or pleading guilty for committing acts of terrorism that injured or killed one or more nationals of the United States:

- h. Abdullah, Mohamed Sami
- i. Aweis, Abdel Karim
- j. Aweis, Nasser
- k. Barghouti, Abdullah
- l. Barghouti, Ahmed

- m. Ghanem, Faras
- n. Haliel, Ali
- o. Hamash, Hilmi
- p. Hamed, Ibrahim
- q. Ma'ali, Mohammed
- r. Al-Masri, Majid
- s. Maqdad, Abdel Rahman
- t. Mousleh, Mohamed
- u. Noor, Munzar
- v. Sa'ad, Ahmed
- w. Salah, Ahmed
- x. Sa'adi, Kahira
- y. Shawish, Nasser
- z. Shehadeh, Sana'a

Letter from Kent A. Yalowitz to Hon. George B. Daniels (Dec. 4, 2014) with Exhibits, *Sokolow v. Palestine Liberation Org.*, No. 03 Civ. 397 (GBD) (S.D.N.Y.), ECF Doc. 660.

58. At least through January 2015, Defendants made monthly payments to the designees of the individuals identified in paragraph 57, pursuant to the practices described in paragraphs 32 through 44. Payment records showing monthly payments for each of these individuals were admitted as evidence at trial in *Sokolow v. Palestine Liberation Org.* as Trial Exhibits, and the PLO and PA stipulated on October 31, 2014, that “the Palestinian Authority’s practices concerning the promotions of prisoners, payments to prisoners’ families, and payments to martyrs’ families have not materially changed” since the close of fact

discovery in 2012. Stipulation in *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 632-1 (S.D.N.Y. Oct. 31, 2014); *see* Trial Exhibits 2, 3, 7, 10, 25, 48, 49, 58, 104, 105, 106, 108, 109, 112, 116, 118, 123, 127, 128, 1120, 1121 (variously filed as exhibits to ECF Docs. 547, 909, and 927).

59. More than sixty Palestinian individuals have died while committing acts of terrorism that killed or injured one or more nationals of the United States.

60. The following individuals died committing acts of terrorism that injured or killed one or more nationals of the United States:

- a. Awada, Sa'id
- b. Ramadan, Said Ibrahim Said
- c. Hashaika, Mohammed
- d. Ja'ara, Ali
- e. Idris, Wafa Ali Kaliel

61. At least through January 2015, Defendants made monthly payments to the families of individuals identified in paragraph 60(a) through (e) pursuant to the practices described in paragraphs 32 through 44. Payment records showing monthly payments for each of these individuals were admitted as evidence at trial in *Sokolow v. Palestine Liberation Org.* as Trial Exhibits, and the PLO and PA stipulated on October 31, 2014, that “the Palestinian Authority’s practices concerning the promotions of prisoners, payments to prisoners’ families, and payments to martyrs’ families have not materially changed” since the close of fact discovery in 2012. Stipulation in *Sokolow v. Palestine Liberation Org.*, No. 04 Civ. 397 (GBD), ECF Doc. 632-1 (S.D.N.Y. Oct. 31, 2014); *see* Trial Exhibits 8, 9, 62, 88, 89, 123 (ECF Doc. 927).

62. Upon information and belief, Defendants' practices concerning payments described above have not materially changed since January 2015.

63. Upon information and belief, after April 18, 2020, Defendants made monthly payments to the designees or families of individuals identified in paragraphs 55 and 58.

64. Defendants have also made at least one payment to the family of Kahlil Yousef Ali Jabarin, who murdered Ari Yoel Fuld in an act of terror on September 16, 2018. Mustafa Dec., dated August 4, 2020, ¶ 6 (“[O]ne payment, in the amount of 1,400 NIS (approximately \$400 USD), was transferred to the mother of Jabarin in October 2019.”).

65. On July 9, 2020, Qadri Abu Bakr, the head of Defendants' Ministry of Prisoners and Ex-Prisoners, was interviewed on official Palestinian Television. When asked about prisoner payments, he stated: “Regarding the salaries, everything was 100% on Wednesday [July 8, 2020], obviously, after contact, of course, with a number of the banks that had stopped the payments. And nearly all the prisoners—we did not receive a single call from any prisoner. They went to the banks and it was paid to them.” Official PA TV, *Giants of Endurance*, July 9, 2020.

66. After April 18, 2020, Defendants have, directly or indirectly, made payments to more than two hundred payees designated by individuals who, after being fairly tried or pleading guilty, have been imprisoned for committing acts of terrorism that injured or killed nationals of the United States, and such payments were made by reason of such imprisonment. See 18 U.S.C. § 2334(e)(1)(A)(i).

67. After April 18, 2020, Defendants have, directly or indirectly, made payments to family members of more than sixty individuals, following such individuals' deaths while committing acts of terrorism that injured or killed nationals of the United States, and such payments were made by reason of the deaths of such individuals. *See* 18 U.S.C. § 2334(e)(1)(A)(ii).

Second Basis of Consent to Jurisdiction: Defendants' U.S. Activities

68. Defendants have consented to jurisdiction under 18 U.S. C. §2334(e)(1)(B)(iii), which provides that a defendant “shall be deemed to have consented to personal jurisdiction” in ATA cases if, after January 4, 2020, the defendant “conducts any activity while physically present in the United States on behalf of the Palestine Liberation Organization or the Palestinian Authority,” subject to specified exceptions. 18 U.S. C. §2334(e)(1)(B)(iii).

69. For many years, Defendants have provided “consular services,” such as the authentication of birth and death certificates, and other forms, through agents located in the United States, including Ahmad Alahmad, Samir Farhat, and Awni Abu Hdba. For example, in 2019, Defendants' agent Awni Abu Hdba participated in the authentication of a document while located in New Jersey. These activities were described in detail in the Declaration of David Russell filed in the Second Circuit in *Sokolow v. Palestine Liberation Org.*, No. 15-3135 (DE 305-5) at pp. A278-82.

70. Upon information and belief, after January 4, 2020, one or more agents described in paragraph 65 have participated in the authentication and/or consideration of documents for authentication on behalf of the PA and PLO while physically located

in the United States, including by transmitting documents for authentication to employees of the PA's Ministry of Foreign Affairs.

71. The PA's Ministry of Foreign Affairs acts as the PLO's agent. According to Defendants, the PA's "ultimate authority is the PLO," and the PA "was made accountable to the PLO Executive Committee." *Legal Consequences of the Construction of a Wall in the Occupied Palestinian Territory (Request for an Advisory Opinion)*, Written Statement Submitted by Palestine at ¶¶ 118–119 (Jan. 30, 2004), <https://www.icj-cij.org/files/case-related/131/1555.pdf>.

72. The PA's Ministry of Foreign Affairs website acknowledges that the PA "cannot assume roles or functions not delegated to it by the PLO." App. to Supp. Mem. in Support of Plaintiffs-Appellants' Motion to Recall the Mandate, *Sokolow v. Palestine Liberation Org.*, No. 15-3135 (DE 305-5), at p. A249, A252.

73. The PLO has delegated to the PA a role in the PLO's conduct of activities at the UN Mission in New York. In 2005, the PA adopted "The Diplomatic Corps Law No. 13-2005." According to this law, the PA's Ministry of Foreign Affairs is charged with "[o]verseeing all missions politically, administratively and financially," (§ 3); and all staff with the rank of "Ambassador" are appointed by the PA's President, (§§ 7, 9).

74. In accordance with this law, PA President Abbas appointed Riyadh Mansour to head the Palestinian UN Mission, on September 10, 2005, with the civil service rank of "ambassador" within the PA's Foreign Ministry, serving as the PLO's Permanent Observer to the United Nations. Dr. Mansour continues to head the

Mission today, and other PA officials also staff the office.

Political Propaganda Activities and Proselytizing

75. Subsequent to January 4, 2020, while physically in the United States, Defendants have conducted press conferences and created and distributed informational materials.

76. Defendants' communications made while physically in the United States were adapted to and/or intended to influence the public within the United States in furtherance of Defendants' political interests and/or to affect U.S. foreign policy.

77. On February 11, 2020, Mahmoud Abbas, Chairman of the PLO and President of the PA, held a press conference with a retired Israeli politician in New York City, during which Chairman Abbas criticized the U.S. anticipated Israel–Palestine Peace Plan. Chairman Abbas said: “A few days ago, the so-called deal of the century was introduced by America and totally went against international law and does not make way for a two-state solution. This cannot be a basis for any future negotiations as it will not make way for a joint peace.”

78. The PLO maintains an office in the United States.

77. The PLO holds itself out to be, and carries out conduct in the name of, the State of Palestine, in connection with official business of the United Nations.

79. The PA's Ministry of Foreign Affairs acts as the PLO's agent in connection with activities in the United States. For example, Dr. Mansour holds an appointment as an officer of the PA.

80. Dr. Mansour holds himself out as “Ambassador, Permanent Observer of the State of Palestine to the United Nations.”

81. The PA holds itself out to be, and carries out conduct in the name of, the State of Palestine in connection with official business of the United Nations.

82. After January 4, 2020, Defendants have maintained and updated a website and Twitter and Facebook accounts in the name of the State of Palestine, through which they publish communications in English adapted to or intended to influence the public within the United States.

83. Facebook and Twitter are United States-based social media companies.

84. Upon information and belief, Defendants’ website is maintained by a service provider physically located in the United States.

85. Upon information and belief, Defendants have updated their website and/or their United States-based social-media accounts while physically inside the United States.

86. After January 4, 2020, Defendants have used their website to publish communications in English adapted to and/or intended to influence the public within the United States in furtherance of Defendants’ political interests and/or to affect U.S. foreign policy.

Such communications included the following examples:

- a. January 13, 2020: Defendants published a letter on their website asserting that Israel is carrying out a “frenzied, illegal colonization campaign.” <https://english.wafa.ps>.

- b. February 14, 2020: Defendants published a letter on their website asserting that Israel was engaging in “relentless crimes, provocation, incitement and inflammatory rhetoric.” *Id.*
- c. February 20, 2020: Defendants published a letter on their website asserting that Israel was engaged in “continuing illegal settlement activities, land grab and annexation schemes.” *Id.*
- d. February 26, 2020: Defendants published a letter on their website asserting that Israel “persists in rabid pursuit of its illegal colonization schemes.” *Id.*
- e. March 13, 2020: Defendants published a letter on their website asserting that Israel “escalates the pace of its illegal annexation and colonization schemes and its aggressions and inflammatory rhetoric against the Palestinian people.” *Id.*
- f. April 2, 2020: Defendants published a letter on their website asserting that Israel “has not for a minute ceased its illegal policies and practices.” *Id.*
- g. April 15, 2020: Defendants published a letter on their website asserting that “Israel continues to cynically exploit the international community’s focus on the life and death circumstances imposed by the COVID-19 pandemic, to entrench its illegal occupation, advance annexation, and escalate its repression of Palestinians.” *Id.*

- h. April 29, 2020: Defendants published a letter on their website asserting that Israel's accusations of antisemitism are used to "taint legitimate criticism" by those who "dare to denounce Israel's violations of the Palestinian people's rights and its colonization of their land." *Id.*
- i. May 13, 2020: Defendants published a letter on their website asserting that "not a day has passed where Israel has not cynically exploited the COVID-19 crisis, globally and locally, to forge ahead with its annexationist plans and in full coordination with the current US administration." *Id.*
- j. June 4, 2020: Defendants published a letter on their website asserting that Israel "continues its depraved dehumanization of the Palestinian people and colonization of Palestinian land." *Id.*
- k. July 24, 2020: Defendants published a letter on their website asserting that Israel "forges ahead with its expansionist policies in the West Bank, cementing its illegal occupation and escalating its aggression against the Palestinian people, their land and their rights." *Id.*
- l. August 6, 2020: Defendants published a letter on their website asserting that there were "continuing and escalating illegal policies and practices of Israel, the occupying Power, and its extremist military and settler forces." *Id.*
- m. August 17, 2020: Defendants published a letter on their website asserting that "Israel carries on with its illegal colonization and annexation

measures in our land and with its repression of the Palestinian people through measures of collective punishment, dispossession, displacement and other violations of their rights.” *Id.*

87. After January 4, 2020, Defendants also published on their website English translations of numerous speeches given by Palestinian representatives at the United Nations. These translations were adapted to and/or intended to influence the public within the United States in furtherance of defendants’ political interests and/or to affect U.S. foreign policy.

Such publications included the following examples:

- n. February 11, 2020: Defendants assert that the proposed U.S. peace plan “contains diktats, consecrates occupation and annexation by military force, and would lead to an Apartheid system, an anachronistic reality being implemented today in Palestine. It rewards occupation instead of holding it accountable for the crimes it has committed for decades against our people and land.” *Id.*
- o. April 23, 2020: Defendants assert that Israel should “stop its colonization and de facto annexation of Palestinian land; end its immoral blockade on the Gaza Strip; and release the thousands of Palestinians, including children, that it has imprisoned.... Israel carries on with its illegal policies and practices, business as usual.” *Id.*
- p. May 27, 2020: Defendants assert, “Israel has demonstrated time and time again its contempt for the rule of international law and for Palestinian rights and lives.” *Id.*

- q. June 24, 2020: Defendants assert that Israel is “drunk on power, propelled by infinite impunity, motivated by one single thought that it has been under the influence of for decades: grabbing maximum Palestinian land with minimum Palestinians.” *Id.*
- r. July 21, 2020: Defendants assert that the Palestinian people has been “dispossessed, exiled, occupied, colonized, annexed and deprived of their fundamental human rights.” *Id.*

88. Since January 4, 2020, Defendants have updated their Twitter account more than 200 times and their Facebook account more than 125 times. Upon information and belief, some or all of these updates were done by persons and/or on computers that were physically present in the United States.

89. Defendants’ Twitter and Facebook updates have included communications in English adapted to and/or intended to influence the public within the United States in furtherance of Defendants’ political interests and/or to affect U.S. foreign policy. For example:

- s. February 4, 2020: Defendants published the “official Palestinian position” concerning the U.S. peace plan, entitled “Palestine Liberation Organization Position Paper Regarding the Trump Administration’s so-called Plan.”
- t. February 11, 2020: Defendants stated, “They (#Israelis) are strengthening the #apartheid regime...this plan is a plan to put an end to the Question of #Palestine...” (ellipses in original).

- u. March 17, 2020: Defendants stated, “US lawmakers call on their administration to oppose demolition of Palestinian homes.”
- v. March 30, 2020: Defendants stated, “With resilience and strength, we will defeat [COVID-19] despite the continued Israeli violations against the land and people of Palestine.”
- w. April 10, 2020: Defendants stated, “Infographic: Summary of Israeli violations since the State of #Palestine declared a state of emergency over the outbreak of #COVID19.”
- x. April 12, 2020: Defendants stated, “While the world works on saving lives, US and Israel working on killing prospects of peace through annexation.”
- y. April 17, 2020: Defendants stated, “Palestinian prisoners are hostages to Israel’s gratuitous cruelty and must be released.”
- z. April 20, 2020: Defendants stated, “#Palestinian leadership will confront Israel’s united agenda of permanent aggression and #annexation.”
- aa. April 23, 2020: Defendants stated, “We reiterate: the #US plan will not bring peace. This plan—and #Israel’s decision to proceed w/ #annexation—will destroy the two-State solution & entrench Israel’s military control over the #Palestinian ppl and land.”
- bb. April 28, 2020: Defendants stated, “Ever since Trump took office in 2016, Israel has built more illegal settlements on Palestinian land

and displaced more families than in previous years.”

- cc. May 15, 2020: Defendants published an article entitled, “Nakba is a continuum of injustice that must end.” The article begins: “Seventy-two years ago, the Nakba (Catastrophe) that was forced upon the Palestinian people began with a systematic campaign of ethnic cleansing, expulsion, mass murder, theft, and destruction by Zionist militias that later formed the Israeli army.” The article contains no mention of any proceedings in the United Nations.
- dd. May 18, 2020: Defendants announced that “the Palestinian Govt. will meet to discuss how we will move forward in response to Israel’s announcement on the looming #annexation plan scheduled to take place this July.”
- ee. May 19, 2020: Defendants republish a declaration by the Organization of Islamic Cooperation opposing the annexation plan.
- ff. May 21, 2020: Defendants republish a press release to “mobilize efforts to combat Israel’s unlawful annexation plans.”
- gg. May 22, 2020: Defendants republished portions of a letter written by eighteen US. Senators expressing “grave concern regarding unilateral annexation of Palestinian Territory.”
- hh. June 7 to 11, 2020: Defendants published a series of videos entitled “one voice against Israel’s annexation.”

- ii. June 11, 2020: Defendants published an “open letter to the Israeli Government concerning Annexation” by legal scholars.
- jj. June 12, 2020: Defendants published a statement from the President of Sinn Féin that “[t]he global community must stand w/the Palestinian people at this time.”
- kk. June 16, 2020: Defendants publish a statement denouncing “the threat annexation: Israel’s acquisition of lands belonging to the State of #Palestine by Force.”
- ll. June 25, 2020: Defendants published a letter from European lawmakers “contemning Israel’s latest plan to illegally #annex #Palestinian territory in the occupied #Westbank.”
- mm. June 26, 2020: Defendants published a statement from Churches for Middle East Peace arguing that “Annexing any (part) of the West Bank will entrench inequalities and abuses of Palestinian human rights.”
- nn. June 26, 2020: Defendants published a letter stating that Israel is engaged in “institutionalized violence, terror and racism.”
- oo. July 1, 2020: Defendants published a “call for immediate targeted sanctions to stop Israel’s #Annexation and Apartheid” and a position paper for “all those interested to know more about the illegality of Israel’s annexation and its impact on the lives of the people of #Palestine.”

- pp. July 2, 2020: Defendants published a “call by international women leaders against Israeli annexation.”
- qq. July 3, 2020: Defendants published a statement by retired politicians urging European politicians “to maintain their resolve against #Israel’s plans to annex swathes of the #WestBank.”
- rr. July 29, 2020: Defendants published a video captioned: “The reality of occupation and #annexation in #Jerusalem summed up. Ethnic cleansing, land theft, oppression, persecution and other #IsraeliCrimes continue in the absence of #accountability.”
- ss. August 31, 2020: Defendants retweeted an assertion that “Israel must immediately allow entry of fuel and other essential items into #Gaza.

90. In summary, since January 4, 2020, Defendants conducted activities while physically present in the United States on behalf of the Palestine Liberation Organization or the Palestinian Authority. See 18 U.S.C. § 2334(e)(1)(B)(iii).

Third Basis for Consent to Jurisdiction: Maintenance of a U.S. Office or Other Facility

91. Defendants have consented to jurisdiction under 18 U.S.C. §2334(e)(1)(B)(i), which provides that a defendant has consented to jurisdiction if, after January 4, 2020, it “continues to maintain any office, headquarters, premises, or other facilities or establishments in the United States,” unless “used exclusively for the purpose of conducting official business of the United Nations.”

92. Defendants own and maintain an office, premises, or other facility located in a townhouse at 115 East 65th Street in New York City. Defendants own the building in which the facility is located in the name of the “Permanent Observer Mission of Palestine to the United Nations.” Deed to 115 East 65th Street, reproduced at App. to Supp. Mem. in Support of Mot. to Recall Mandate, pp. 275-76, *Waldman v. Palestine Liberation Org.*, No. 15-3135, ECF Doc. 305-5 (2d Cir. Filed Mar. 25, 2019).

93. Agents, officers, and/or employees of the PLO have used the East 65th Street facility since January 4, 2020. Such activities have been conducted in the name of the State of Palestine.

94. Agents, officers, and/or employees of the PA have used the East 65th Street facility since January 4, 2020. Such activities have been conducted in the name of the State of Palestine.

95. Each Defendant employs one or more employees in the United States who have used the East 65th Street Facility to publish one or more communications described above.

Defendants’ Incitement and Incentivization of the Murder of Ari Yoel Fuld

96. In July 2018, PA President Mahmoud Abbas announced, “We will not accept a cut or cancellation of salaries to the families of martyrs and prisoners Even if we have only a penny left, we will give it to the martyrs, the prisoners and their families. . . . We view the prisoners and the martyrs as planets and stars in the skies of the Palestinian struggle, and they have priority in everything.” *See, e.g.*, *The Times of Israel, Abbas Vows to Continue Stipends to Terrorists, even with PA’s ‘last penny,’* July 24, 2018; *The Jerusalem*

Post, Abbas: *We Won't Stop Payments to Martyrs and Prisoners*, July 24, 2018. PA President Abbas added that the PA “will not allow anyone to interfere with the money that Israel is against us paying to the families of martyrs and prisoners.” *Id.*

97. Subsequently, on September 15, 2018, in a speech before the PLO Executive Committee in Ramallah, PA President Mahmoud Abbas falsely alleged that Israel was planning to establish special Jewish prayer zones inside the Al-Aqsa Mosque, and that Palestinians, together with Jordan, would be bringing the issue before the International Criminal Court and the International Court of Justice. *Mahmoud Abbas: Fresh American Blood on His Hand, Abbas's Responsibility for Murder*, Bassam Tawil, September 17, 2018, <https://gatestoneinstitute.org/13001/abbas-ari-fuld-murder>. Abbas' false allegation was then picked up by several media outlets in the West Bank and Gaza. *Id.*

98. The aforementioned statements by PA President Abbas, reiterating Defendant PA's firm position that it will continue to fund and reward terrorism, and alleging that Israel was planning to establish Jewish prayer zones inside the Al-Aqsa Mosque, were incentives and catalysts that directly and proximately caused Khalil Yousef Ali Jabarin, (“Jabarin”), to commit his terrorist attack and murder Ari Yoel Fuld on September 16, 2018, (the “September 16, 2018 Terrorist Attack”), hours after reports of Abbas' allegation were published. *See Id.* (PA President and PLO Chairman Abbas' “latest fabrication [on September 15, 2018], is directly responsible for the murder of Ari Fuld, stabbed to death by a terrorist who actually believed Abbas's lies about a purported Israeli scheme to split the Al-Aqsa Mosque between Muslims

and Jews,” and was not the first statement Abbas made with the intention to incite a terrorist attack. In 2015, Abbas incited the wave of stabbing and vehicular terrorist attacks known as the “Jerusalem Intifada,” or the “Knife Intifada,” by stating: “The Al-Aqsa is ours, the Church of the Holy Sepulchre is ours, and they have no right to defile them with their filthy feet. We will not allow them to, and we will do everything in our power to protect Jerusalem. . . . We welcome every drop of blood spilled in Jerusalem. This is pure blood, clean blood, blood on its way to Allah. With the help of Allah, every shaheed (martyr) will be in heaven, and every wounded will get his reward.”); *Did Mahmoud Abbas Incite Murder of Ari Fuld?*, <https://honestreporting.com/idns-09-17-2018-ari-fuld> (tweet from Mark Halawa on September 16, 2018: “Attention!! Palestinian President Mahmoud Abbas repeated an old libel, on Saturday, saying: ‘Israel plans to establish Jewish prayer inside the Aqsa mosque, in the same fashion done in Hebron.’ -All pro-Hamas twitter accounts are calling for violence citing Abbas’ remarks.”).

99. The Palestinian Islamic Jihad terrorist group noted that Jabarin’s murder of Ari Fuld was a “natural response to Zionist terrorism committed by aggression and crimes against our people, our lands and our holy sites.” *Mahmoud Abbas: Fresh American Blood on His Hand, Abbas’s Responsibility for Murder*, Bassam Tawil, September 17, 2018, <https://gates toneinsititute.org/13001/abbas-ari-fuld-murder>. In addition, Hamas senior official Husam Badran, commenting on Ari Yoel Fuld’s murder, stated, “We welcome this heroic attack and affirm that harming Al-Aqsa Mosque is a red line. This operation is in response to what Israel is planning to do in Al-Aqsa Mosque.” *Id.* Hamas and Palestinian Islamic Jihad

confirmed the direct link between Abbas' false charge against Israel and the murder of Ari Yoel Fuld. *Id.*

100. Jabarin decided to murder a Jew because he had an incentive reward of payment to commit an act of terror, and President and Chairman Abbas announced that Israel was planning to create special Jewish prayer areas inside the Al-Aqsa Mosque, thereby inciting Jabarin to commit an act of terror in retaliation for Israel's "crime." *See Id.*

101. Upon information and belief, Jabarin decided to become a "shahid," a "martyr," and kill Jews by carrying out a stabbing attack with a knife that was twenty-one centimeters long, a knife that his family used to slaughter animals.

102. Upon information and belief, on Sunday, September 16, 2018, in the early hours of the morning, intent on becoming a shahid and murder Jews to receive a reward of a payment for an act of terror, and in response to Abbas' allegation of Israel's "violation" against Al-Aqsa Mosque, Jabarin left his house in Yatta, near the city of Hebron, with a bag that held the twenty-one centimeter knife that was used to slaughter animals.

103. Upon information and belief, Jabarin went to the Zif Junction, with the intent to carry out a stabbing attack against Israeli Defense Force soldiers, but proceeded to his next destination when he was unable to locate and target soldiers in the Zif Junction.

104. Upon information and belief, Jabarin then hailed a taxi from the Zif Junction and traveled to the Cave of the Patriarchs in Hebron to commit a stabbing attack at that site. However, when he arrived at the Cave of the Patriarchs, Jabarin was informed that the entrance was closed, so he decided to travel in a taxi to

a different destination to carry out the stabbing attack.

105. Upon information and belief, upon arriving at a security crossing near Bethlehem with the intent to commit a stabbing attack on Jews, Jabarin noticed that there were Palestinian residents who were being checked by Israeli Defense Force soldiers, and because he didn't want to harm Palestinian residents in the crossing, Jabarin decided not to carry out his stabbing attack there.

106. Subsequently, Jabarin went to the commercial compound mall near the Gush Etzion Junction, and planned to carry out his stabbing attack outside the Rami Levi supermarket. Jabarin spoke to a street cleaner, then entered the mall, went into the bathroom area, took the knife out of his bag, and hid it inside the coat he was wearing. Jabarin went out of the mall into the parking lot, leaving his bag behind, and bought a sandwich at the falafel stand outside the mall. Upon information and belief, Jabarin asked the person who sold the falafel whether she was an American. Jabarin then sat outside the Rami Levi supermarket, and began eating his sandwich while observing the passersby.

107. Ari Yoel Fuld, ("Ari"), a 45-year-old New York native and father of four, drove into the parking lot, waited for a parking spot for approximately seven minutes, and then parked in a spot and stayed in his car for another three minutes. Ari then got out of his car, walked past Jabarin, and went into the mall to a cell phone store. Jabarin noticed that Ari had been wearing a skullcap with bold English lettering on it, and deduced that Ari was a Jew and an American. Upon information and belief, Ari was targeted because he was a Jewish American.

108. Jabarin continued to sit outside the supermarket as numerous other people passed by, apparently waiting for Ari to reappear. Approximately fifteen minutes later, when Ari came out of the mall, Ari passed Jabarin again. Ari walked toward Rami Levi supermarket, and Jabarin stood up and started to follow Ari, pausing and hiding amongst the cars so as not to be noticed when Ari stopped to look at his phone. An older man then walked between Jabarin and Ari. Jabarin decided to carry out the planned attack, and as soon as the older man passed by, at approximately 11:05 a.m., Jabarin approached Ari from behind while holding the handle of the knife in his pocket. When he was about one- and one-half feet away from Ari, Jabarin pulled his knife out from his pocket, aimed it at the back of Ari's neck, and stabbed Ari on the upper part of his back near his neck, inserting the blade in full, while saying in Arabic, "Basem Allah," ("In the name of the lord"), and, "Allah Akhbar," ("Allah is great").

109. Ari turned toward Jabarin and tried to push him away. Jabarin pulled the knife out of Ari's body and started running with the knife in his hand away from Ari and toward the falafel stand. Ari yelled, "Terrorist!" Then, Ari and a bystander pursued Jabarin and shot him, causing Jabarin to fall. The knife fell out of Jabarin's hand while he fell to the ground. After his fall, Jabarin reached out to grab the knife again, but it was removed by another bystander.

110. Ari then collapsed to the ground, saying, "I've been hurt." Shortly thereafter, Ari was transferred to Shaarei Zedek Hospital. His condition was unstable. Motivated to become a "martyr," Jabarin's act of stabbing Ari with the intent to kill him, by using his twenty-one centimeter knife, caused a stab wound in

Ari's back, and caused wounds to Ari's main artery and right lung, which resulted in Ari's death. After numerous attempts to resuscitate him failed, Ari Yoel Fuld was pronounced dead.

111. The September 16, 2018 Terrorist Attack was incentivized, incited, encouraged, and proximately caused by Defendants PA and PLO. *See Mahmoud Abbas: Fresh American Blood on His Hand, Abbas's Responsibility for Murder; Bassam Tawil*, September 17, 2018, <https://gatestoneinstitute.org/13001/abbas-ari-fuld-murder> (PA President and PLO Chairman Abbas' "latest fabrication [on September 15, 2018], is directly responsible for the murder of Ari Fuld, stabbed to death by a terrorist who actually believed Abbas's lies about a purported Israeli scheme to split the Al-Aqsa Mosque between Muslims and Jews," and was not the first statement Abbas made with the intention to incite a terrorist attack. In 2015, Abbas incited the wave of stabbing and vehicular terrorist attacks known as the "Jerusalem Intifada," or the "Knife Intifada," by stating: "The Al-Aqsa is ours, the Church of the Holy Sepulchre is ours, and they have no right to defile them with their filthy feet. We will not allow them to, and we will do everything in our power to protect Jerusalem. . . . We welcome every drop of blood spilled in Jerusalem. This is pure blood, clean blood, blood on its way to Allah. With the help of Allah, every shaheed (martyr) will be in heaven, and every wounded will get his reward."); *Did Mahmoud Abbas Incite Murder of Ari Fuld?*, <https://honestreporting.com/id/ns-09-17-2018-ari-fuld> (quoting a tweet from Mark Halawa: "Attention!! Palestinian President Mahmoud Abbas repeated an old libel, on Saturday, saying: 'Israel plans to establish Jewish prayer inside the Aqsa mosque, in the same fashion done in Hebron.' -All pro-Hamas twitter accounts are calling for

violence citing Abbas' remarks."). The September 16, 2018 Terrorist Attack was a natural by-product of and was caused by Defendants' egregious practice of providing generous financial payments to families of Palestinians who engage in acts of terrorism and to individuals incarcerated in Israeli prisons, and Defendants' statements inciting acts of terror while incentivizing such acts of terror with reward. *Id.*

112. Following the September 16, 2018 Terrorist Attack, Jabarin was taken into Israeli police custody, and the Palestinian Prisoner Affairs Commission spokesman, Hassan Abd Rabbo, stated, "We are not bashful or secretive about our support for our prisoners. The [Jabarin] family would be eligible to receive a monthly salary of NIS 1,400, (\$390), if their son is not freed by Israel and it completes all the necessary documents." Times of Israel, *U.S. Envoy: Abbas Pay to Family of Terrorist Who Killed Ari Fuld is Unconscionable*, September 20, 2018. Abd Rabbo added that the sum would increase if Jabarin would remain in prison for several years. *Id.* Former PA Prisoners' Affairs Minister Ashraf al-Ajrami confirmed Abd Rabbo's statements, as well. *Id.*

113. Defendants have made at least one payment to the family of Kahlil Yousef Ali Jabarin, who murdered Ari Yoel Fuld in the September 16, 2018 Terror Attack. Mustafa Dec., dated August 4, 2020, ¶ 6 ("[O]ne payment, in the amount of 1,400 NIS (approximately \$400 USD), was transferred to the mother of Jabarin in October 2019.").

114. After April 18, 2020, Defendants have, directly or indirectly, made payments to more than two hundred payees designated by individuals who, after being fairly tried or pleading guilty, have been imprisoned for committing acts of terrorism that

injured or killed nationals of the United States, and such payments were made by reason of such imprisonment. See 18 U.S.C. § 2334(e)(1)(A)(i).

115. After April 18, 2020, Defendants have, directly or indirectly, made payments to family members of more than sixty individuals, following such individuals' deaths while committing acts of terrorism that injured or killed nationals of the United States, and such payments were made by reason of the deaths of such individuals. See 18 U.S.C. § 2334(e)(1)(A)(ii).

FIRST COUNT
AGAINST DEFENDANTS ON BEHALF OF ALL
PLAINTIFFS, INTERNATIONAL TERRORISM
PURSUANT TO 18 U.S.C. §2333

116. The preceding paragraphs are incorporated by reference as though fully set forth herein.

117. Defendants' acts constitute a violation of the criminal laws of the United States and of the several States, or would constitute criminal violations if committed within the jurisdiction of the United States and of the several States. The actions of Defendants violate, or if committed within U.S. jurisdiction would violate literally scores of federal and state criminal statutes prohibiting, inter alia and without limitation: homicide, battery, assault, as well as the criminal prohibitions against aiding and abetting, attempting, serving as an accessory to, solicitation of and conspiracy to commit these and other such felonies. Among other things, Defendants have committed criminal solicitation, which is a crime under 18 U.S.C. 373 and under New York State Law, including N.Y. Penal L. 100.08, 125.25.

118. The acts of Defendants described herein were performed pursuant to and as implementation of an

established policy of utilizing terrorist attacks in order to achieve their goals. Specifically, the acts of Defendants described herein were intended to terrorize, intimidate, and coerce the civilian population in Israel into acquiescing to Defendants' political goals and demands, and to influence the policy of the United States and Israeli governments in favor of accepting defendants' political goals and demands. Moreover, Defendants, themselves and through their respective officials, representatives, spokesmen, communications media and other agents; (a) repeatedly admitted to committing acts of terrorism and violence against the civilian population in Israel and the West Bank and expressly stated that these acts were intended both to intimidate and coerce that civilian population into acquiescing to defendants' political goals and demands and to influence the policy of the United States and Israeli governments in favor of Defendants' political goals and demands, and (b) expressly threatened the further occurrence of such terrorist acts if their political goals and demands were not achieved. The acts of Defendants described herein therefore appear to be and were in fact intended to intimidate and coerce a civilian population, and to influence the policy of a government by intimidation or coercion, within the meaning of 18 U.S.C. §2331.

119. Defendants' acts were dangerous to human life, by their nature and as evidenced by their consequences.

120. Defendants' acts occurred outside the territorial jurisdiction of the United States.

121. The acts of Defendants are therefore, "acts of international terrorism," as defined under 18 U.S.C. §§2331 and 2333. The behavior of Defendants also

constitutes aiding and abetting acts of international terrorism, and conspiracy to commit acts of international terrorism.

122. As a direct and proximate result of the acts of international terrorism committed by Defendants, including the statements made by President of the PA and Chairman of the PLO, Mahmoud Abbas, and other representatives of Defendants, and which Defendants aided and abetted and/or conspired to commit, Plaintiffs were caused severe injury, including: death, pain and suffering; pecuniary loss and loss of income; loss of guidance, companionship and society; loss of consortium; severe emotional distress and mental anguish; and loss of solatium.

123. Defendants are therefore jointly and severally liable for the full amount of Plaintiffs' damages, in such sums as may hereinafter be determined.

124. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

SECOND COUNT
AGAINST DEFENDANTS ON BEHALF OF ALL
PLAINTIFFS, WRONGFUL DEATH

125. The preceding paragraphs are incorporated by reference as though fully set forth herein.

126. Defendants, personally and/or through their agents and/or employees and/or co-conspirators, willfully and deliberately encouraged, authorized, aided, abetted, induced, and conspired to commit the September 16, 2018 Terrorist Attack described above.

127. Defendants' behavior constituted a breach of legal duties to desist from committing, or aiding,

abetting, authorizing, encouraging or conspiring to commit acts of international terrorism and extra-judicial killing, and to refrain from intentionally, wantonly, and/or negligently authorizing or causing the infliction of death, physical injuries, harm to persons such as the plaintiffs herein.

128. Defendants' actions were willful, malicious, intentional, wrongful, unlawful, negligent, and/or reckless, and were the proximate cause of the September 16, 2018 Terrorist Attack and the death of Ari Yoel Fuld.

129. At the time of his death, decedent Ari Yoel Fuld enjoyed good health, was industrious, and in possession of all of his faculties.

130. The murder of Ari Yoel Fuld caused decedent, his estate, and plaintiffs MIRIAM FULD, NATAN SHAI FULD, NAOMI FULD, TAMAR GILA FULD, and ELIEZER YAKIR FULD severe injury, including: pain and suffering; pecuniary loss and loss of income; loss of guidance, companionship, and society; loss of consortium; severe emotional distress and mental anguish; and loss of solatium.

131. Defendants are therefore jointly and severally liable for the full amount of plaintiffs' damages, in such sums as may hereinafter be determined.

132. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public, warranting an award of punitive damages.

THIRD COUNTAGAINST DEFENDANTS ON BEHALF OF
PLAINTIFF THE ESTATE OF ARI YOEL FULD,
PAIN AND SUFFERING

133. The preceding paragraphs are incorporated by reference as though fully set forth herein.

134. As a result of the September 16, 2018 Terrorist Attack caused by Defendants' actions described herein, decedent Ari Yoel Fuld, prior to his death, sustained great, severe, and permanent injuries to his body, head, and limbs, became sick, sore, lame and disabled. From the time of the stabbing until his death, decedent Ari Yoel Fuld suffered great conscious pain, shock, and physical and mental anguish.

135. Defendants are therefore jointly and severally liable to the estates of decedent Ari Yoel Fuld for the full amount of decedent's damages, in such sums as may hereinafter be determined.

136. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

FOURTH COUNTAGAINST DEFENDANTS ON BEHALF OF ALL
PLAINTIFFS, LOSS OF CONSORTIUM AND
SOLATIUM

137. The preceding paragraphs are incorporated by reference as though fully set forth herein.

138. As a result and by reason of the death of Ari Yoel Fuld, which was caused by the actions of Defendants described herein, plaintiff MIRIAM FULD has been deprived of the services, society, consortium, and

solatium of her deceased husband, and has suffered and will continue to suffer severe mental anguish, bereavement and grief, and injury to her feelings.

139. As a result and by reason of the death of Ari Yoel Fuld, which was caused by the actions of Defendants described herein, plaintiffs NATAN SHAI FULD, NAOMI FULD, TAMAR GILA FULD, and ELIEZER YAKIR FULD have been deprived of the services, society, consortium, and solatium of their deceased father, and have suffered and will continue to suffer severe mental anguish, bereavement and grief, and injury to their feelings.

140. Defendants are therefore jointly and severally liable for the full amount of plaintiffs' damages, in such sums as may hereinafter be determined.

141. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

FIFTH COUNT

AGAINST DEFENDANTS ON BEHALF OF ALL PLAINTIFFS, NEGLIGENCE

142. The preceding paragraphs are incorporated by reference as though fully set forth herein.

143. Defendants, personally and/or through their agents and/or employees and /or co-conspirators, willfully and deliberately and/or wantonly and/or negligently authorized, encouraged, and assisted in the September 16, 2018 Terrorist Attack that harmed Plaintiffs.

144. Defendants had legal duties under local and other applicable law to desist from engaging in, or authorizing and encouraging, acts of violence, and to

refrain from deliberately and/or wantonly, and/or negligently authorizing or causing the infliction of injuries to persons such as the plaintiffs herein.

145. Defendants' behavior constituted a breach of these legal duties.

146. Defendants foresaw, or should have reasonably foreseen, that their breach of these legal duties would create unreasonable risk of injuries such as those suffered by the Plaintiffs to persons such as the Plaintiffs.

147. But for Defendants' wrongful and/or unlawful and/or negligent acts, Plaintiffs would not have suffered severe injury, including: death; pain and suffering; pecuniary loss and loss of income; loss of guidance, society and companionship; loss of consortium; severe emotional distress and mental anguish; and loss of solatium.

148. Defendants are therefore jointly and severally liable for the full amount of Plaintiffs' damages, in such sums as may hereinafter be determined.

149. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

SIXTH COUNT

AGAINST DEFENDANTS ON
BEHALF OF ALL PLAINTIFFS, NEGLIGENT
INFLECTION OF EMOTIONAL DISTRESS

150. The preceding paragraphs are incorporated by reference as though fully set forth herein.

151. Defendants' conduct was willful, outrageous and/or grossly negligent, and was dangerous to human life, and constituted a violation of applicable criminal law and all international standards of civilized human conduct and common decency.

152. Defendants' conduct caused the Plaintiffs egregious emotional distress.

153. Defendants are therefore jointly and severally liable for the full amount of plaintiffs' damages, in such sums as may hereinafter be determined.

154. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

SEVENTH COUNT

AGAINST DEFENDANTS ON BEHALF OF ALL
PLAINTIFFS, CIVIL CONSPIRACY

155. The preceding paragraphs are incorporated by reference as though fully set forth herein.

156. Defendants knowingly and willingly conspired, agreed and acted in concert with each other, in a common plan and design to facilitate and cause acts of terrorism, including, without limitation, by agreeing, pursuant to their Pay for Slay laws, to pay those who commit acts of terror, such as the one in which Plaintiffs were harmed.

157. As a result of the September 16, 2018 Terrorist Attack caused, resulting from, and facilitated by Defendants' conspiracy, Plaintiffs suffered the damages enumerated herein.

158. Defendants are therefore jointly and severally liable for the full amount of plaintiffs' damages, in such sums as may hereinafter be determined.

159. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

EIGHTH COUNT

AGAINST DEFENDANTS ON BEHALF OF ALL PLAINTIFFS, AIDING AND ABETTING

160. The preceding paragraphs are incorporated by reference as though fully set forth herein.

161. Defendants provided one another, and their organs, agencies, instrumentalities, officials, agents and employees, and their other co-conspirators with material support and resources and other substantial aid and assistance, in order to aid, abet, facilitate, and cause the commission of acts of terrorism, including the September 16, 2018 Terrorist Attack in which plaintiffs were harmed.

162. As a result of the September 16, 2018 Terrorist Attack, which was caused, resulted from, and was facilitated by Defendants' provision of material support and resources and other acts of aiding and abetting, including, without limitation, Defendants' practice of paying monthly stipends to those who commit acts of terror pursuant to their Pay for Slay laws, Plaintiffs suffered the damages enumerated herein.

163. Defendants are therefore jointly and severally liable for the full amount of plaintiffs' damages, in such sums as may hereinafter be determined.

164. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

NINTH COUNT

AGAINST DEFENDANTS ON BEHALF OF ALL
PLAINTIFFS, VICARIOUS LIABILITY/
RESPONDEAT SUPERIOR

165. The preceding paragraphs are incorporated by reference as though fully set forth herein.

166. At all relevant times, defendants PLO and PA engaged in the actions described herein within the scope of their agency, office, and employment, and in furtherance of the interests of defendants PLO and PA.

167. Defendants PLO and PA authorized or ratified, and condoned, encouraged, incentivized, and incited the actions described herein of Khalil Yousef Ali Jabarin.

168. Therefore, defendants PLO and PA are vicariously liable for the acts of Khalil Yousef Ali Jabarin.

169. Defendants are therefore jointly and severally liable for the full amount of plaintiffs' damages, in such sums as may hereinafter be determined.

170. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

TENTH COUNTAGAINST DEFENDANTS ON BEHALF OF ALL
PLAINTIFFS INDUCEMENT

171. The preceding paragraphs are incorporated by reference as though fully set forth herein.

172. Defendants PLO and PA offered and provided their own and each other's officials, agents, and employees with substantial material and pecuniary inducements and incentives to plan, organize, and execute acts on international terrorism, including the September 16, 2018 Terrorist Attack in which Plaintiffs were harmed. Defendants PLO and PA did so, knowing that the acts for which they provided inducements and incentives were illegal and/or tortious, and that they would have been directly liable had they performed those acts themselves.

173. As a result of the September 16, 2018 Terrorist Attack, which was caused, resulted from, and was facilitated by the substantial material and pecuniary inducements and incentives offered and provided by Defendants PLO and PA, Plaintiffs suffered the damages enumerated herein.

174. Defendants' conduct was outrageous in the extreme, wanton, willful, and malicious, and constitutes a threat to the public at large, warranting an award of punitive damages.

WHEREFORE, Plaintiffs demand judgment against the Defendants jointly and severally, as to each of the above counts and causes of action, as follows:

- A. Compensatory damages against all defendants, jointly and severally, in the amount of \$200,000,000.00 (TWO HUNDRED MILLION DOLLARS);
- B. Treble damages, costs and attorney's fees as provided in 18 U.S.C. §2333;
- C. Punitive Damages;
- D. Reasonable costs and expenses;
- E. Reasonable attorneys' fees; and
- F. Such further relief as the Court finds just and equitable.

JURY DEMAND

Plaintiffs demand a trial by jury.

Dated: September 18, 2020 New York, New York

**LAW OFFICE OF JEFFREY
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Case No. 20-cv-3374 (JMF)

MIRIAM FULD, *et al.*,
Plaintiffs,

v.

THE PALESTINE LIBERATION ORGANIZATION and
THE PALESTINIAN AUTHORITY,
Defendants.

DEFENDANTS' SUPPLEMENTAL
BRIEF ON THE PSJVTA

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* * * * *

Finally, a party cannot waive or consent to a separation-of-powers violation. “To the extent that [a] structural principle is implicated in a given case . . . the parties cannot by consent cure the constitutional difficulty.” *Wellness Int’l*, 135 S. Ct. at 1943 (quoting *Commodity Futures Trading Comm’n v. Schor*, 478 U.S. 833, 850–51 (1986)). “When these Article III limitations are at issue, notions of consent and waiver cannot be dispositive because the limitations serve institutional interests that the parties cannot be expected to protect.” *Schor*, 478 U.S. at 850–51. Artificially-manufactured “consent” cannot be used to usurp the judicial role.

II. This Court Does Not Need to Consider the PSJVTA’s U.S.-Conduct Prong, Which Has Not Been Met in Any Case.

Because personal jurisdiction based on *either* PSJVTA prong would violate due process, there is no need for

the Court to determine whether Plaintiffs can satisfy the disjunctive “U.S. conduct” PSJVTA prong, 18 U.S.C. § 2334(e)(1)(B), in addition to the “payment” prong, 18 U.S.C. § 2334(e)(1)(A). Nonetheless, while it would not change the outcome of the due process analysis, Plaintiffs’ allegations do not meet the U.S. conduct prong, which Plaintiffs allege is triggered by the physical office of Palestine’s UN Mission (ECF 21, ¶¶ 91–95), and by certain activities, including “consular services,” a Palestinian news website, and posts by the UN Mission’s website (palestineun.org), Twitter account (@Palestine_UN), and Facebook page (@Palestine.at.UN) (*see id.* ¶¶ 69–90). None of these acts supports jurisdiction under the PSJVTA.

A. Palestine’s UN Mission Is Not “In the United States” and Is Specifically Exempted under the PSJVTA.

Plaintiffs allege that the presence of Palestine’s UN Mission in New York is enough to create jurisdiction as an office “in the United States” under 18 U.S.C. § 2334(e)(1)(B)(i). (ECF 21, Am. Compl., ¶¶ 91–95.) But under longstanding judicial interpretation, the UN Mission is not “in the United States” under the UNHQA, which “effectively removes control over the UN Headquarters and related areas from the jurisdiction of the United States.” *Klinghoffer*, 937 F.2d at 51 (“the UN Headquarters is not really United States territory at all, but is rather neutral ground over which the United States has ceded control”). The United States agrees that Palestine’s UN Mission is not “in the jurisdiction of the United States” under the UNHQA. U.S. Brief, *Klieman v. Palestinian Auth.*, No. 15-7034, at 6 (D.C. Cir. March 13, 2019). Any interference with the Mission’s “ability to discharge its official functions” would “contravene” the UN Charter,

the UNHQA, and “various General Assembly resolutions.” UN JURIDICAL YEARBOOK, Ch. V, § A(13) (2000); *see also PLO*, 695 F. Supp. at 1471 (“The PLO Mission to the United Nations is an invitee of the United Nations under the Headquarters Agreement and its status is protected by that agreement.”). Indeed, the PSJVTA incorporates this law into its provisions, specifically exempting Palestine’s UN Mission as an office used “exclusively for the purpose of conducting official business of the United Nations.” 18 U.S.C. § 2334(e)(3)(A).

B. The Alleged Activities Do Not Create Jurisdiction under the PSJVTA.

None of the activities alleged by Plaintiff satisfies §2334(e)(1)(B)(iii):

1. *Consular services.* Third-party depositions in another case show that the “consular services” alleged by Plaintiffs (ECF 21, Am. Compl., ¶¶ 69–74) were nothing more than U.S. notaries (who happen to be Palestinian) acting for private clients. The notaries denied any authority to act on Defendants’ behalf, did not take any actions on behalf of or receive any remuneration from Defendants, and denied any professional contacts with Palestine’s UN Mission.⁴ The depositions showed that the U.S. notaries sent notarized documents on behalf of their private clients to the PLO’s Canadian or Mexican consulates for authentication, and that the Palestinian Land Department answers emails about real estate in

⁴ *See* Awni Abu Hba Depo. (attached as Ex. A) at 92-93, 119, 149, 155; Fuad Ateyeh Depo. (attached as Ex. B) at 22 24, 43, 69. These depositions were taken in *Shatsky v. PLO*, No. 18-12355 (S.D.N.Y.).

Palestine.⁵ The notaries are not Defendants' agents, and Defendants' responses to their inquiries (from consulates or the Land Department) did not take place "while physically present" in the United States. These activities thus do not constitute grounds for "deemed consent" under the PSJVTA "while physically present" in the United States. *See* 18 U.S.C. § 2334(e)(1)(B)(iii).

2. *Internet activities.* Even though the PSVJTA applies only to those "physically present" in the United States, Plaintiffs rely heavily on internet and social-media posts. Plaintiffs first cite the news website of the state-supported Palestinian news organization, Wafa, <https://english.wafa.ps/>.⁶ (ECF 21, Am. Compl., ¶¶ 86a–86m.) It is unclear why Plaintiffs believe a Palestinian website triggers the PSVJTA, except perhaps that the content was originally created by Palestine's UN Mission. Everything Plaintiffs quote from Wafa is either an official UN communication *archived on the UN's website* (*id.* ¶¶ 86a–86m) or a speech "given by Palestinian representatives at the United Nations" (*id.* ¶¶ 87n-87r). For example, ¶ 86a and ¶ 86b quote letters from Palestine's Mission to various UN bodies that were archived as relevant to

⁵ *See* Hbda Depo. at 91-102; Ateyeh Depo. at 46-56, 68. Authenticating documents in Canada and Mexico does not somehow make the U.S. notaries "agents" of the PLO. Indeed, the State Department encourages citizens to send "a document notarized by a local foreign notary" to a U.S. consulate for authentication. *See, e.g.*, State Dept., Notarial and Authentication Servs., available at: <https://travel.state.gov/content/travel/en/records-and-authentications/authenticate-your-document/Notarial-Authentication-Services-Consular.html>.

⁶ *See* About Us, Wafa, at <https://english.wafa.ps/Home/AboutUs> (Wafa is an "independent body" supported by the PLO to "serve as an independent platform to report events from the official Palestinian perspective").

four UN agenda items, including “Illegal Israeli actions” and “Palestine Question.”⁷ Such letters “formally inform the UN community of events and the outcome of non-UN meetings.”⁸ Plaintiffs also quote the Mission’s official Twitter and Facebook pages (*id.* ¶¶ 89s–89ss), discussing the same subjects.

Plaintiffs claim that any advocacy by Palestine’s UN Mission’s for the two-state solution, the end of annexation and demolitions, and the end of the occupation triggers the PSJVTA. But not only is Palestine’s UN Mission not “in the United States,” all the communications alleged in the complaint are official UN business under § 2334(e)(3). *See* UN JURIDICAL YEARBOOK, at 154–55 (1985) (UN Office of the Legal Adviser stating that anything “directly related” to a “mission or project” as part of “official” UN business). Plaintiffs also allege that social media is not UN business, but almost every UN organ and mission maintains such accounts.⁹ The official UN business of any UN mission is to *communicate*.¹⁰

⁷ The letters and UN agenda information are available at: <https://digitallibrary.un.org/record/3847785?ln=en>; <https://digitallibrary.un.org/record/3854048?ln=en>.

⁸ *UN Documentation, How to Find UN Documents*, United Nations Dag Hammarskjöld Library, available at: <https://resea.rch.un.org/en/docs/find/letters> (last visited Jan. 4, 2021).

⁹ For example, the Twitter account of Palestine’s UN Mission is followed by the US Mission (@USUN), and the Missions of the most other countries, from Brazil and Canada to Libya and Zambia, as well as many UN entities, including the General Assembly (@UN), the President of the General Assembly (@UN_PGA), and many others.

¹⁰ The United States’ UN Mission often discusses the Israeli-Palestinian dispute in various fora. *See, e.g.*, Remarks by Ambassador Linda Thomas-Greenfield at the J Street National Conference (April 19, 2021), available at: <https://usun.usmission.gov/remar>

As explained by the UN Committee on the Exercise of the Inalienable Rights of the Palestinian People (“CEIRPP”), the Palestine Mission is expected to “participate[] in the work of both the Committee and the Bureau” as part of its observer status.¹¹ The CEIRPP “focuses its activities on diplomatic efforts and initiatives to support ... an end to the Israeli occupation that began in 1967 and of the two-State solution” and to “continue to mobilize the international community to stay steadfast in its support for the inalienable rights of the Palestinian people.”¹² “Through its activities,” the CEIRPP “raise[s] international awareness of the political, human rights and humanitarian developments” and “seek[s] to mobilize the broadest possible international support.” *Id.* (emphasis added). The CEIRPP and other UN bodies use Facebook, Twitter, and websites to echo Palestine’s UN Mission.¹³ The online activities of Palestine’s UN Mission fall squarely within official UN business as exemplified by the CEIRPP mandate.¹⁴

ks-by-ambassador-linda-thomas-greenfield-at-the-j-street-national-conference/.

¹¹ Report, CEIRPP, UN Doc. A/75/35, at: https://www.un.org/ga/search/view_doc.asp?symbol=A/75/35, ¶ 31.

¹² Programme of Work for 2020, CEIRPP, UN Doc. A/AC.183/2020/1 (Feb. 7, 2020), available at: <https://www.un.org/unispal/document/palestinian-rights-committee-programme-of-work-for-2020-a-ac-183-2020-1/>.

¹³ See, e.g., CEIRPP Twitter post, *Special Rapporteurs Warn of Rising Levels of Israeli Settler Violence in a Climate of Impunity*, at: <https://twitter.com/UNISPAL/status/1382718800144048132>; UN Humanitarian Affairs Office - Occupied Palestinian Territory, *Another 52 Palestinians were injured by Israeli forces across the West Bank*, at <https://www.ochaopt.org/poc/30-march-12-april-2021>.

¹⁴ See, e.g., General Assembly Resolution A/RES/ES-10/2, *Illegal Israeli actions in occupied East Jerusalem and the rest of the Occupied Palestinian Territory*, and UN Security Council,

3. *Ancillary activities.* The PSJVTA additionally precludes jurisdiction based on “any *personal* or *official* activities conducted ancillary” to official activities. Ancillary means “supplementary,” Black’s Law Dictionary (11th ed. 2019), “incidental or peripheral,” The Wolters Kluwer Bouvier Law Dictionary Desk Ed. (2012), or “subservient, subordinate,” Oxford English Dictionary (Online ed., 2020). As Senator Leahy explained, the PSJVTA allows Defendants to “meet with advocates regarding relevant issues, make public statements, and otherwise engage in public advocacy and civil society activities that are ancillary to the conduct of official business without consenting to personal jurisdiction.” 166 Cong. Rec. S627 (daily ed. Jan. 28, 2020) (statement of Sen. Patrick Leahy). Indeed, Senator Leahy led the “negotiation that resulted in” the “ancillary” language with “Senators of both parties [that] understand that it is in our national interest to permit certain activities related to the official representation of the PA and PLO.” *Id.* Having voted for the bill *and* having negotiated that specific language, his views deserve “special weight.” *Reynolds-Naughton v. Norwegian Cruise Line*, 386 F.3d 1, 5 (1st Cir. 2004) (“the sponsors of the *language* [at issue] ... would ordinarily get special weight”).

Conclusion

This Court should dismiss this case for lack of personal jurisdiction.

Agenda Item S/2020/10-23, *The Situation in the Middle East, including the Palestinian question*. The press conference in New York City alleged by Plaintiffs (¶ 77) was the official announcement of the Mission’s participation in that morning’s Security Council meeting.

June 7, 2021

Respectfully Submitted,
SQUIRE PATTON BOGGS (US) LLP

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CERTIFICATE OF SERVICE

I hereby certify that on June 7, 2021, a true and correct copy of the foregoing was served through the Court's CM/ECF System on all counsel of record in this action.

/s/ Gassan A. Baloul

Gassan A. Baloul

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EXHIBIT A

[1] UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Civil No.: 8 CIV. 12355 (MKV)

SHABTAI SCOTT SHATSKY, *et al.*,
Plaintiffs,

-against-

THE PALESTINE LIBERATION ORGANIZATION, *et al.*,
Defendants.

DEPOSITION OF AWNI ABU HBA

Taken on April 7, 2021

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[4] VIDEO-RECORDED REALTIME DEPOSITION of AWNI ABU HBDA, held on April 7, 2021, at 9:38 a.m., was sworn before AMBRIA IANAZZI, a Registered Professional Reporter, Certified Realtime Reporter, and Notary Public.

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[6] (CONT'D)

APPEARANCES:

ALSO PRESENT:

COSETTE VINCENT, Cohen & Gresser

ELIZABETH BEZVERKHA, Cohen & Gresser

HADEER AL AMIRI, Interpreter

NAWEL MESSAOUDI, Interpreter

COREY WAINAINA, Videographer

[7] - o o o -

A W N I A B U H B D A, the WITNESS herein, after having been first duly sworn by a Notary Public, was examined and testified

through an

interpreter as follows:

- o o o -

[8] THE VIDEOGRAPHER: Good morning. We are now on the record. The participants should be aware that this proceeding is being recorded, and, as such, all conversations held will be recorded, unless there is a request and agreement to go off the record. This is the remote video-recorded deposition of Awni Abu Hbda. Today is Wednesday, April 7th, 2021. The time is now 13:39 UTC.

We are here in the matter of Shatsky versus PLO. My name is Corey Wainaina. I am the remote video technician on behalf of U.S. Legal Video Support, located at 90 Broad Street, New York, New York. I'm not related to any of the Parties in the Action, nor am I financially interested in the outcome of the case.

At this time, will the court reporter, Ambria Ianazzi, on behalf of U.S. Legal Support, please enter the statement for remote proceeding into the record.

MR. SINAIKO: Before we get started with Mr. Abu Hbda, I would just like to go around to counsel on the call and confirm that we all stipulate under the Rule 29 of the Federal Rules of Civil Procedure that Ms. Ianazzi, although [9] she's in New York, is an appropriate officer before whom to take this deposition; does everybody so stipulate?

MR. BERGER: For Defendants, yes. This is Mitchell Berger from Squire, Patton, Boggs.

MR. SINAIKO: And Counsel for the Witness?

MS. KROPF: We're fine with that. Thank you.

MR. SINAIKO: Okay.

[10] A. ABU HBDA

EXAMINATION BY

MR. SINAIKO:

Q. And Mr. Abu Hbda, let me introduce myself. My name is Steve Sinaiko. I'm a partner in the law firm Cohen & Gresser LLP. We represent the Plaintiffs in this litigation and we appreciate you being here today. Have you ever had your deposition taken before, Mr. Abu Hbda?

A. No.

Q. Okay. Have you ever testified in court, in the United States, prior to today?

A. No.

Q. Okay. I'm just going to take a couple of minutes to go over some ground rules for our deposition today. First of all, you are here on the record. There is a court reporter and a videographer recording everything that we say today.

In order to ensure that we have an accurate record, and especially because this deposition is being taken by videoconference, instead of in person, due to the COVID-19 Pandemic, it's important that we not speak over one another, and more than one person speaks at a time.

So, I would be grateful if you wait until [11] I finish my questions before you start answering them, and, of course, I'll try to wait until you finish your answers before I ask my next question; is that okay?

A. Yes.

Q. Okay.

MS. KROPF: And sorry to interrupt, I think we'll have the translator translate your questions going forward; is that okay?

MR. SINAIKO: For the record, all my questions are being translated by the translator. Mr. Abu Hbda is being translated, answering the questions in English, and the questions are not being translated at this time.

Q. Okay. As we work through our questions today, it's important that you respond to questions verbally because the court reporter and the record can't capture nods of the head, or gestures of the hand, so it's

important to give verbal answers to my questions; is that okay?

THE INTERPRETER: Yeah. I'm supposed to swear first. I'm sorry.

MR. SINAIKO: Oh, we need to swear in the translator.

[12] - o o o -

N A W E L M E S S A O U D I,

Called as the interpreter in this matter, was duly sworn by a Notary Public to accurately and faithfully translate the questions propounded to the Awni Abu Hbda from English into Arabic, and the answers given by the Awnia Abu Hbda from Arabic into English.

- o o o -

[13] THE INTERPRETER: I'm sorry, I'm not supposed to do before the oath.

Q. Okay. Mr. Abu Hbda, let's just – let's just go back and translate, for Mr. Abu Hbda, my last question.

THE INTERPRETER: Can you please repeat it?

MR. SINAIKO: Oh, certainly.

Q. As we go through our questions today, Mr. Abu Hbda, it's important that you give verbal answers, because the court reporter will not be able to capture, and the record will not be able capture, head nods and hand gestures.

So, do you understand that you will need to give verbal answers to the questions that I ask you today?

A. Yes.

Q. Okay.

A. Thank you.

Q. So, Mr. Abu Hbda, I'm going to be asking you a series of questions today. If at any time, there's a question you don't understand, please let me know, and I'll try to rephrase the question for you, or make it more clear. But understand that if [14] you do answer a question, I will assume, and the Court will assume, and everyone in this room will assume, that you understood each question that you respond to; do you understand?

A. Yes.

Q. Okay. It is possible that during the course of our deposition today, your counsel or one of the other lawyers in the room may object to one of my questions. Unless your counsel instructs you not to answer a question that I've asked you, and your counsel is the only person who's permitted to so instruct you, you should answer my questions without regard to any objections that may be raised by any of the lawyers in the room; do you understand?

A. Yes. Okay.

MR. SINAIKO: Just for the record, I think – I think, going forward, the translator has been translating Mr. Abu Hbda's answers, and I think it's just going to go more smoothly if we have all of the answers translated, just for the record. I know that the answers have all been translated.

And, you know, Sara, unless you object to [15] it, I think we should have all the answers translated; it's going to go more smoothly.

MS. KROPF: That's fine. So, Awni, you can have the answers translated to English and, then you can answer in Arabic; okay?

A. I prefer speaking in Arabic.

Q. Okay.

MR. BERGER: Excuse me, I have a question. This is Mitchell Berger. Is the translator translating from a realtime transcript, because we don't have that, or is she translating from notes that she is taking, or from what Steve is saying?

MR. SINAIKO: Mitch, are you asking to have the realtime because I think we can arrange that, if –

MR. BERGER: We ordered the realtime. It hasn't been provided to us.

MR. SINAIKO: Do we have a support person from U.S. Legal today, because I'm sure we do.

MR. BERGER: My question is, is Mess translating from the realtime?

MR. SINAIKO: Okay. But my question is, if you didn't get the realtime, and we have the realtime, we would like you to have it.

[16] MR. BERGER: Yeah. If the translator is translating it from the realtime, we would like to have it.

MR. SINAIKO: Okay. Great. So, we could reach out to the support people from U.S. Legal, so you could have the realtime.

THE VIDEOGRAPHER: You guys want to go off the record?

MR. SINAIKO: Let's go off the record.

THE VIDEOGRAPHER: The time is 13:55.

(Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the record. The time is 14:15 UTC Time.

Q. Mr. Abu Hbda, just before we took this short break, I was about to tell you that in the event that, you know, I will be taking periodic breaks during the deposition, and I understand that you will need breaks, and I understand from your counsel that you will need periodic breaks, just let me know, or let Ms. Kropf know, and we will do that. I just ask that if there's a pending question, that you will not take a break before you answer the question; is that okay?

A. Okay.

[17] Q. Okay. Mr. Abu Hbda, are you currently under the influence of any medication or other substance that might inhibit your ability to understand and respond to questions?

A. Not drugs, but I'm taking medication, yes.

Q. Okay. And does the medication that you're taking, Mr. Abu Hbda, interfere with your ability to recall or understand questions?

A. I don't think so.

Q. Okay. And the medication that you're taking, Mr. Abu Hbda, does it interfere with your memory in any way?

A. I'm not a doctor. I don't know.

Q. Is it your sense, Mr. Abu Hbda, that there's any reason, as you sit here today, that you're unable to give your best testimony?

A. I think I can do my best today.

Q. Thank you very much. Okay.

MR. SINAIKO: Cosette, could we put up Tab 14, please?

MS. VINCENT: Yeah.

MR. SINAIKO: I would like to mark as our next exhibit, or our first exhibit, Exhibit 1, a three-page document titled, "Subpoena to Testify [18] at a Deposition in a Civil Action".

(Whereupon, Subpoena was marked as Exhibit 1 for identification, as of April 7th, 2021.)

Q. Mr. Abu Hbda, do you have Exhibit 1? Are you able to see Exhibit 1?

A. Yes.

Q. Okay. And Mr. Abu Hbda, have you seen this document before?

A. Yes.

Q. And Mr. Abu Hbda, do you recognize this document to be a subpoena calling on you to testify in this deposition today?

A. Yes.

Q. Okay. And Mr. Abu Hbda, you're here today testifying pursuant to the Subpoena that we've marked as Exhibit 1, correct?

A. Yes.

Q. Okay. Now, in advance of your deposition here today, did you do anything to prepare for the deposition?

A. Yes.

Q. Can you tell us, Mr. Abu Hbda, what you did to prepare for your deposition today.

A. I saw all the document I have in my – in [19] the office – in my office.

Q. Can you tell us what documents you looked at? To be more precise – well, let me withdraw that.

Can you tell us what the documents were that you looked at more specifically?

A. Okay. The paper I do for the – for the – for my – for my client, I sent to the –

THE INTERPRETER: I'm sorry. I will ask him to repeat, because I didn't really understand.

A. I checked – I checked – I checked the paper I used to – I sent to the – to my client, I used to send to the Embassy.

Q. And were those papers for your notary public business, sir?

A. Yes.

Q. Okay. In anticipation of your deposition today, Mr. Abu Hbda, did you meet with anybody?

A. No.

Q. Okay. So, did you meet with Ms. Kropf, your lawyer, in anticipation of the deposition today?

A. I talked to her over the phone.

Q. Okay. And how many times did you speak [20] with Ms. Kropf over the telephone in anticipation of your deposition?

A. More than – more than once, but I don't recall how many times.

Q. Do you think it was more than five times?

A. No; less.

Q. Do you remember when the first time was that you spoke with Ms. Kropf, in anticipation of your deposition?

MS. KROPF: I object. I mean, I think we're – you asked if he talked to me. You asked what he did to prepare. When he first talked to me is not a relevant or a proper question here.

MR. SINAIKO: You may answer.

MS. KROPF: No.

Mr. Abu Hbda, I instruct you not to answer.

MR. SINAIKO: What's the basis for instructing him not answer when he spoke to you?

MS. KROPF: Because it gets into attorney-client privilege communications, when he spoke to –

MR. SINAIKO: I'm probing his answer. I'm entitled to ask how he spoke to you for the [21] deposition today.

MS. KROPF: And he answered. He spoke to me by phone and looked at the records. Any other questions is attorney-client privilege.

MR. SINAIKO: That's an improper instruction. We'll have to go about that –

MS. KROPF: Don't answer that question.

Q. Aside from talking to Ms. Kropf, did you speak to anybody else in anticipation of your deposition?

A. No.

Q. By the way, when you spoke to Ms. Kropf in anticipation of your deposition, did those conversations take place in English?

A. Yes.

Q. Okay. At any time before your deposition today, have you spoken to Mitchell Berger, who is attorney for the Defendants, and is on our videoconference today?

A. No.

Q. At any time before your deposition today, have you spoken with Mr. Gassan Baloul, who is also an attorney for the Defendants, and who is also on our videoconference today?

[22] A. No.

Q. Okay. In advance of your deposition today, have you spoken with any lawyer associated with the law firm Squire, Patton, Boggs, who are Counsel for the Defendants in this action?

A. No.

Q. Okay. And your lawyer, Ms. Kropf, how did you – Before you received the Subpoena that we've marked as Exhibit 1, have you ever met or spoken to Ms. Kropf?

MS. KROPF: Objection.

And Mr. Abu Hbda, you do not need to answer that question.

MR. SINAIKO: That is not a proper objection. Come on. I'm entitled to know when he spoke to you. I'm not asking for the substance of the communications. I'm just asking whether there were any, because –

MS. KROPF: No, because it would have nothing to do with before he received the Subpoena, nothing to do with this case, in connection with this matter, and that's an improper question. You could take it up with the [23] Judge.

MR. SINAIKO: I don't want this to be a contentious deposition. The question is not a privilege question. Relevance objections are not an appropriate basis to instruct a witness not to answer. The Witness should answer the question.

MS. KROPF: You're asking –

MR. SINAIKO: Are you instructing him not to answer based on relevance?

MS. KROPF: Are you asking him whether or not he has spoken to me, an attorney, before he received the Subpoena?

MR. SINAIKO: That's exactly what I'm asking. Did he have any contact with you, in advance of receiving the Subpoena; that's what I'm asking.

MS. KROPF: As long as you limit your answer to that.

I think we're getting into dangerous territory, whether or not he worked with me before, or whether or not he'd spoken to me before is really not relevant.

MR. SINAIKO: I'm feeling pretty safe, so the Witness can answer the question.

[24] MS. KROPF: Why don't you answer the question?

MR. SINAIKO: Can the reporter please repeat the question?

(Whereupon, the requested portion was read back by the reporter.)

A. Yes. Ms. Kropf. No.

Q. Okay. And how did you come to be introduced to Ms. Kropf?

A. Through the –

THE INTERPRETER: I'm sorry.

A. Through the Internet.

Q. Mr. Abu Hbda, is it the case that you located Ms. Kropf and hired her as your lawyer on your own?

A. Yes.

Q. Okay. And are you paying Ms. Kropf out of your own funds, sir?

MS. KROPF: Objection.

Q. You may answer.

MS. KROPF: No, he's not going to answer that, Steve. It's not relevant. It gets into the attorney-client.

MR. SINAIKO: Relevance is not a basis for [25] an instruction not to answer, and the questions as to issuance and payments of bills is absolutely not privileged. I'm not asking for any communications between you and he. I asked for the arrangement between you and he, with respect to payment of bills, and whether he's paying them; that is not a privilege question.

MS. KROPF: Your arrangement –

MR. SINAIKO: If you're going to instruct him on things like that, we're going to have to go to the Judge, which I'd rather not do.

MS. KROPF: The arrangement we have is in writing. It's a communication between us.

I instruct you not to answer.

If you want to call the Judge, I invite you to do so. It goes to the attorney-client privilege written engagement letter, and I'm instructing him not to answer.

MR. SINAIKO: The relationship of his with you is not privileged. The communications with you is privileged. Let me see if I could put – slightly ask the question. I don't want to have to go to the Judge, and this is going to take longer.

[26] Q. Mr. Abu Hbda, are you personally paying the bills that Ms. Kropf issues for her services in connection with this matter?

MS. KROPF: And I object, and I am instructing him not to answer. If you want to call the Court, Steve, then let's go ahead and stop, and why don't we go ahead and take care of it.

MR. SINAIKO: I mean, really, this is improper. We're going to put a pin in it, and we're going to come back to it, if we have to. This is not a proper objection. If we have to go to the Judge, or go to Mr. Abu Hbda, you know, because of this kind of thing, I would hate to do it, but we will have to, if we will. Okay.

Q. Okay. You mentioned before, Mr. Abu Hbda, you reviewed certain documents in anticipation of your deposition. Do you remember more specifically what those documents were?

A. Okay. Power of Attorney for my client.

Q. And what is the nature of these Powers of Attorney that you mentioned?

A. Services for – for the people from my – from my back home, from my community.

[27] Q. You mean your community here in the United States?

A. Yes.

Q. And are these Powers of Attorney with respect to business dealings outside the United States?

THE INTERPRETER: Excuse me, could you please repeat?

MR. SINAIKO: Sure. Let me put the question a second time.

Q. Are these Powers of Attorney you mentioned, Mr. Abu Hbda, with respect to matters outside the United States?

A. They were special – they were cases special for my client.

Q. Okay.

MR. SINAIKO: Okay. Cosette, could we bring up Tab 1, please?

MS. VINCENT: Yeah.

MR. SINAIKO: Let's mark Tab 1, the document, you know – let's mark that as our next exhibit, Exhibit 2, a six-page document that we printed from a Website titled, "Palestiniandocs.com"; let's mark that as Exhibit [28] 2.

(Whereupon, Tab 1 was marked as Exhibit 2 for identification, as of April 7th, 2021.)

THE INTERPRETER: Excuse me, can we go off record? Can I ask you if we could go off record? It's now –

MR. SINAIKO: Sure. If we need to go off the record for a moment, we could do that.

THE INTERPRETER: Yeah. Can I talk to you?

THE VIDEOGRAPHER: Okay. Does everyone agree to go off the record?

MS. KROPF: Yup.

THE VIDEOGRAPHER: Okay. We are now off the record. The time is 14:40 UTC Time.

(Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the record. The time is 14:45 UTC Time.

Q. Mr. Abu Hbda, can you see Exhibit 2?

A. Yes.

Q. Okay. And do you recognize this document? And by the way, if you want to page through it, we can page through it.

A. Yes.

[29] Q. And just to be clear, Mr. Abu Hbda, you recognize the document; is that correct?

A. Yes.

Q. And what do you recognize this document to be, Exhibit 2?

A. It's from the Website, from my computer – from the computer.

Q. And this Website is a website that is – well, let me withdraw that.

Is this Website something that you created, or that was created under your direction, sir?

A. Yes, for me.

Q. And what is the purpose of the Website from which we drew Exhibit 2?

A. Advertising. Advertisement.

Q. And let's turn to – actually, hang on one second. I want to page through the document.

MR. SINAIKO: Cosette, could you turn us to the last page of the document, please?

Q. Okay. I'm looking. Do you see the last box on the page of the document of Exhibit 2?

A. Now, I can see it.

Q. Okay. And you see that it says, "Awni Abu [30] Hbda Documentation Services"; do you see that?

A. Yes. Yes.

Q. And is that the name of your business, sir?

A. It's part of my business, yes.

Q. Okay. And is Awni Abu Hbda Documentation Services organized as a corporation, or some other sort of legal entity?

A. It's a – only my own. It's for my – yeah, mine person.

Q. Okay. So, is it organized as a corporation, or a limited liability company, or anything like that?

A. No. No.

Q. Okay. And so would it be fair to say that Awni Abu Hbda Documentation Services is a business name that you use yourself, sir?

A. Yes.

Q. Okay. When did you start Awni Abu Hbda Documentation Services?

A. I don't recall; maybe a year, or a year and a half.

Q. So, you think, sir, that the business was funded in 2019 or 2020; is that correct?

[31] A. The Website maybe, yes.

Q. Okay. But not the Website, the business itself. The business that is Awni Abu Hbda Documentation Services, when did you start that business?

A. It wasn't the business.

THE INTERPRETER: Okay. Okay.

A. It – before, it wasn't really a business. Before, I was not having paper. Before, I didn't have – I haven't have a Website. I only had the Website maybe a year, or a year and a half ago.

Before, I was doing only, like once week, or couple of like – or couple of times a week. It wasn't really a business.

Q. Okay. What was the nature of the activities that you were engaged in, Mr. Abu Hbda, that, you know, that you were doing once or twice a week, and that, apparently now is Awni Abu Hbda Documentation Services?

A. I – I am.

THE INTERPRETER: Hold on. Okay.

A. I am – I am a notary public, and accountant since 1980, and I was doing insurance since 1980.

[32] Q. Okay. Let's step back just half a step here, Mr. Abu Hbda.

Could you please tell me your educational history, since you graduated high school?

A. Paterson. So –

THE INTERPRETER: Sorry.

A. So, I took courses in community college in Paterson, but I didn't finish, and so I took some –

THE INTERPRETER: Hold on, sorry –

A. Yes, and I took some lecture on insurance, and I had my license. I had my license.

MR. SINAIKO: Okay. Let's take just a half a step backwards.

Actually, Cosette, could you bring up Tab 8, please, and let's mark it as Exhibit 3.

Okay. And so we're marking Exhibit 3, a four-page excerpt, which we printed from the same Website from which we extracted Exhibit 2.

(Whereupon, Tab 8 was marked as Exhibit 3 for identification, as of April 7th, 2021.)

MR. SINAIKO: I'll just ask Mr. Abu Hbda quickly –

Q. Do you recognize this to be a page from the Website for your business?

[33] A. Yes.

Q. And this is part of the Website that either you created, or which was created under your direction; is that correct?

A. Yes.

Q. Okay. Let's turn to the second page. So, you see the second and third pages had some text that's titled, "Palestinian Traditions and American Freedoms Blend Perfectly in Paterson"; do you see that?

A. Yes.

Q. Is that text that you wrote, sir?

A. No.

Q. Okay. Is that text –

That's text that you got from another source; is that right?

THE INTERPRETER: Okay.

A. It's another magazine. New Jersey magazine write it – wrote it, not me.

Q. Do you believe the information presented in this text is accurate?

A. I don't know. They wrote it, not me.

Q. Okay. But you posted it on your Website, correct?

[34] A. True.

Q. Okay. Let's look at the first sentence. It says here, "Awni Abu Hbda came to the United States to improve his English skills"; do you see that? We could enlarge it, if that would be helpful.

MR. SINAIKO: Cosette, could you zoom in for us?

THE INTERPRETER: Thank you.

A. Yes, I do.

Q. Okay. And so that statement is accurate, correct?

A. Maybe it was – it's 50 years ago.

Q. Actually, that's – that takes to the next sentence. It's – looking at the next sentence – and I recognize this may have been written sometime ago – it says, "Following in the footsteps of an older brother, Awni Abu Hbda, now 68, arrived in America in 1971"; do you see that?

A. Yes.

Q. And that's, in fact, when you arrived in America, sir; is that correct?

A. I think; yes.

Q. Okay. And the sentence goes on to say [35] that you graduated from Birzeit University; is that correct?

A. Well, I – I went to that school, but I never graduated.

Q. Okay. And so you never received a degree from Birzeit University; is that correct?

A. No.

Q. Have you ever received any degree from any university?

A. No. No.

Q. Do you have a high school degree, sir?

A. Yes.

Q. Okay. And you mentioned that you attended – in the United States, you attended some classes at a community college at Paterson, New Jersey; do you recall that?

A. Yes.

Q. Okay. Apart from the community college in Paterson, New Jersey, have you ever taken classes at any other educational institution in the United States?

A. Okay. Institute of Insurance for houses, car, and life.

Q. And what sorts of classes did you take at [36] the Institute of Insurance?

A. Cars, and real estate property, and casualty.

Q. Were the purposes of these courses to help you learn about selling property and casualty insurance?

A. I was learning how to sell insurance.

Q. Okay. And did you receive any sort of degree or certificate from the Institute of Insurance?

A. I have New Jersey license.

Q. Okay. We'll come back to that in just a moment.

Apart from the Institute of Insurance and College in Paterson, have you taken any course at any institution in the United States?

A. No.

Q. Okay. Now, you mentioned a moment ago that you are a notary public; do you recall that?

A. Yes.

Q. And in what state are you commissioned a notary public?

A. New Jersey State.

Q. Okay. And you mentioned that you have [37] some sort of an insurance license; do you recall that?

A. I used –

THE INTERPRETER: Okay.

A. I used to have; not now.

Q. Okay. And when did you get the insurance license?

A. I don't recall, but I think 1980.

Q. And you don't currently have the license, correct?

A. No.

Q. When did the license expire?

A. I don't recall; maybe 1995, '96. I don't recall.

Q. Apart from the insurance license, and the Notary Public Commission that you hold from the State of New Jersey, do you hold any other licenses or certificates from any government authority, you know,

other than the State of New Jersey, anywhere in the world?

A. No.

MR. SINAIKO: Okay. Let's – if we could, Cosette, could you take us back to the first page of Exhibit 3, and let's zoom in at the top of the [38] page. I don't think we have the top of the page. We're missing the top of the page. Could you zoom in? There you go. Could we zoom in on the Internet address?

Q. Mr. Abu Hbda, do you see that the Internet address for the Website that you use for your business is, "Palestiniandocs.com"?

A. Yes.

THE INTERPRETER: Sorry.

Q. And is that an Internet name that you selected?

A. Yes.

Q. How did you come to select that name for your business?

A. It's a business name; nothing else.

Q. All right. I'm just asking why you chose that name.

A. It's a business name, that's all.

Q. Was there any particular reason that you chose that name, as opposed to some other name?

A. There is no reason.

Q. Do you specialize, or does your business have a specialty in dealing with Palestinian documents?

[39] A. No.

Q. In your business, do you frequently deal with documents that are either being submitted to, or being issued by the Palestinian government – actually, I withdraw the question. Let me ask the question again.

Do you specialize, or does your business have a specialty, in dealing with documents issued by the Palestinian Authority?

A. No.

Q. In your business, do you frequently deal with documents that are being submitted to or were issued by the Palestinian Authority?

THE INTERPRETER: Okay.

A. I – I – I witness – I witness notary public to everybody.

THE INTERPRETER: I'm sorry.

A. Everyone, from everywhere – from – from – I witness notary public for everybody from everywhere around the world.

Q. Okay. Do you deal –

In your business, sir, do you deal with documents that are being submitted to the Palestinian Authority?

[40] THE INTERPRETER: Okay. Okay.

A. I'm a notary public who is witness to either Palestinian, or somebody else who – who – who witness and sign the paper for everybody, and send paper to either the Palestinian Embassy, or other embassies.

Q. Okay. So, one of the – sir –

Is it fair to say, sir, that one of the services that you offer through your business is the submission of

documents on behalf of your clients, to the Palestinian Authority?

THE INTERPRETER: Okay. Okay.

A. No, I only send it to the Embassy if –

THE INTERPRETER: Okay.

A. I don't send – usually, I – I don't – usually, I don't send the paper to the Embassy. I only send the paper if – if the person ask me. I don't know how to send to the Embassy. Usually, I don't do it.

Q. Okay. So, one of the –

Is it fair to say, sir, that one of the services –

MR. BERGER: Excuse me, I'm going to object to the translation. We all heard the [41] answer in English. The translation has generally been terrible. We heard the answer in English. It's on the videotape. The word, "usual," was never used.

MR. SINAIKO: I'm going to say, Mr. Abu Hbda requested a translator today. I assume he took the position that his English is not able to testify today. Mr. Abu Hbda's English is pretty good. He seems to understand my questions well. He often starts to answer them before the translator has finished translating, and my question is, why did we go – I mean, if Abu Hbda is able to answer questions in English, why do we have a translator here today? That's a question for Ms. Kropf.

MS. KROPF: If you recall, Steve, we started the deposition by saying why doesn't he answer the questions in English, and he translated the answer, and we started with that process, and you said it was smoother to have him answer, and have her translate in English.

My suggestion is, why don't I talk to Mr. Abu Hbda, and see how it's going, and see this process before, and see how it's working.

[42] I take your point. It's your deposition. We suggested the translator in case there were any issues, but my suggestion was that he answered in English. I thought you said it was smoother if he answered in Arabic.

MR. SINAIKO: Actually, I – the court reporter explained, and I agree, there has to be a consistent way that we're doing this. It's not possible for us to rely on translations of the questions, and answers in English. Like, either it's a translated deposition, or it's not a translated deposition.

And if we're going to have him testify in English, which I, actually, having now watched this unfold for a while now, because I'm sort of learning a little bit myself about Mr. Abu Hbda's English skills, it seems to me that he understands pretty well, and, you know, given his background, he's been in the United States for 50 years, it's not surprising that he understands pretty well.

If you want to take a break, that's fine, and if you want to make sure it makes sense to continue with the translator, or whether we ought to – ought to excuse the translator and continue [43] the deposition after the break in English only.

MS. KROPF: I would like to talk to my client about that because there's a comfort point here, you know – because you're going to ask questions that are probably technical. The words are very much going to matter, and I don't know how he feels about the translation. So, why don't we take a 15-minute break,

and I'll talk to him, and if you want to, you know, the counsel can talk offline as well.

MR. SINAIKO: Sure. So, it's 11:21 now, according to my clock. Why don't we plan to resume ourselves at – you want to resume at 11:45?

MS. KROPF: I don't know if we need that long.

MR. SINAIKO: We don't need that much time.

MS. KROPF: I think 15 minutes is 11:35.

MR. SINAIKO: That's perfect. Why don't we go off the record and resume at 11:35.

THE VIDEOGRAPHER: We're off the record –

THE INTERPRETER: I want to say something in English, and this is –

[44] He's saying something in Arabic, and he was saying something in English, and I have to say both, so that's why I was translating both; that's what I did.

MR. SINAIKO: Understood. That's actually one of the things that we have to work out here, whether it makes sense to have the translated deposition, whether Mr. Abu Hbda's skills – it's more sensible, and more efficient to just proceed in English. So, why don't we go off the record. We'll resume at 11:35, and we'll figure out how to handle this.

THE VIDEOGRAPHER: Okay. We're now off the record. The time is 15:22 UTC Time.

(Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the record. The time is 15:39 UTC Time.

MR. SINAIKO: So, before we resume the examination of Mr. Abu Hbda, I just want to summarize the

conversation that Ms. Kropf and I had off the record, which is that, although Mr. Abu Hbda's English skills are pretty good, Ms. Kropf informed me that Mr. Abu Hbda is more comfortable having a translator on the call for [45] which reason, we're going to, at least for the time being, continue using the translator, and we could continue to reevaluate that as we move forward; is that fair, Ms. Kropf?

MS. KROPF: That's correct. Thanks, Steve.

MR. SINAIKO: Okay.

Q. I think we were looking at –

MR. SINAIKO: Okay. Let's go back to Exhibit 3.

And Cosette, could we go to Page 2, please? And could we zoom in on the one, two – third paragraph.

Q. All right. Mr. Abu Hbda, can you see the third paragraph of that text that's, you know, part of the Exhibit 3?

A. Yes.

Q. Okay. And I'm looking at the second - the second sentence of Paragraph 3. It says that you studied business and political science at Passaic County Community College, and William Paterson Community College; is that correct?

A. It's just some –

MR. SINAIKO: I'm just going to note for [46] the record that, you know, in response to my question, Mr. Abu Hbda immediately began answering in English, and his answer was perfectly intelligible to me, but we should continue with the translation.

A. Yeah.

Q. Sir, is it accurate that you took business and political science classes at Passaic County Community College?

A. Yes.

Q. And is that the community college in Paterson, New Jersey that you mentioned earlier in your testimony today, sir?

A. Yes.

Q. Okay. And William Paterson University, that's not the college that you mentioned earlier; is that right?

A. No.

Q. Okay. But you did take classes at William Paterson University, in addition to the college in Paterson, New Jersey, and in addition to the Institution of Insurance, correct?

A. In William Paterson, and I – I took - it's – I took a couple of lecture with – for [47] insurance, not credits.

Q. Okay. Now that we've clarified that you took classes at William Paterson University, in addition to the Institute of Insurance, and the College at William Paterson, does that refresh your recollection of any other institution in the United States where you studied?

THE INTERPRETER: Can you repeat that?

MR. SINAIKO: Can the court reporter read back the question, please?

(Whereupon, the requested portion was read back by the reporter.)

A. I don't recall.

Q. Okay.

THE VIDEOGRAPHER: Can I just ask Mr. Abu Hbda to keep his face in the screen? Your mouth is cut off. Thank you. Thank you.

MR. SINAIKO: Let's go to the next page of Exhibit 3. And can we zero in on the second paragraph at the top? There's the one-liner, and then there's the second paragraph.

Q. All right. Mr. Abu Hbda, do you see that in the second paragraph, the Article says, "Awni Abu Hbda made a run for the City Counsel in 1984 but [48] lost"; do you see that?

THE INTERPRETER: Counselor, I don't see it.

MR. SINAIKO: Sure. We're in the second paragraph on the page. There's a one-line paragraph, and a second paragraph, and we're looking at the second sentence, which says, "Awni Abu Hbda made a run for the City Council in 1984 but lost."

THE INTERPRETER: Yes. Okay.

A. Yes.

Q. Okay. And is that statement accurate?

A. Yes.

Q. Okay. And let me just go to – let me go to the fourth paragraph down, the one that starts, "Today political candidates," and the first line of the paragraph, second sentence says, "In addition to servicing as Paterson's Deputy Mayor"; do you see that.

MR. SINAIKO: The first sentence says, "In addition to," – the second sentence says, "In addition to servicing as Paterson Deputy Mayor."

THE INTERPRETER: Thank you.

MR. SINAIKO: We're actually focusing on [49] the next sentence, actually –

Q. Actually, let me withdraw the question. Now that the translating is focusing on what I'm focusing on, let me just put the question again.

A. Yes.

Q. Mr. Abu Hbda, on the second page of Exhibit 3, in the fourth paragraph, do you see that it says, "In addition to servicing as Paterson's Deputy Mayor an additional" –

A. Yes.

Q. Okay. Is it, in fact, the case you served as Paterson's Deputy Mayor?

A. Yes.

Q. And when did you serve as Paterson's Deputy Mayor?

A. 2002 to 2010.

Q. Okay. And have you ever held any title, or – well, let me withdraw that.

Have you ever held any title under any other – under any other government, apart from Paterson, New Jersey?

A. New Jersey – in Paterson Commissioner, but not in New Jersey.

[50] Q. I'm sorry, can you –

A. In Paterson, Commissioner comments – Commissioner Institutes of Paterson. Commissioner Institutes of Paterson.

Q. Okay. Mr. Abu Hbda, was your answer a moment ago that you also served as some sort of a Commissioner in Paterson, New Jersey?

A. Yes.

Q. We should wait for the translator to answer for you, and then would you answer –

By the way, let's get through this question and we'll come back.

MR. SINAIKO: Could the court reporter read back the question, please?

(Whereupon, the requested portion was read back by the reporter.)

A. I used to be Commissioner of the institute of Paterson.

Q. Sir, is it accurate that you were a – that you held the title of Commissioner of the City of Paterson, New Jersey – you were one of the – withdrawn.

Is it accurate, sir, that you held the title Commissioner in the City of Paterson, and that [51] you were one of a number of Commissioners in that city?

A. I used to be the Commissioner, the Institute of Paterson, and the Library Boards.

Q. Were those appointed commissions, or – withdrawn.

Were those appointed positions or elected positions?

A. It's appointed.

Q. Okay. And apart from your positions in the City of Paterson as Deputy Mayor, and Commissioner, and the Library Board, have you ever held any other title with any government body?

THE INTERPRETER: Okay.

A. With the government, no.

Q. Okay. Have you ever held a title given to you by the Palestinian Authority?

A. No.

Q. Have you ever been an employee of the Palestinian Authority?

A. No.

Q. Have you ever held a title given to you by the Palestine Liberation Organization?

A. No.

[52] Q. Okay.

MR. SINAIKO: Cosette, let's bring up Tab 2, please. And I would like to mark this as our next exhibit; I think it's going to be Exhibit 4.

(Whereupon, Tab 2 was marked as Exhibit 4 for identification, as of April 7th, 2021.)

MR. SINAIKO: Cosette?

MS. VINCENT: Yes. Bringing it up.

MR. SINAIKO: Please. Okay. Thank you. So, I would like to mark for identification as Exhibit 4 a three-page excerpt from Mr. Abu Hbda's Website, and –

Q. And I would ask you, Mr. Abu Hbda, can you see the document?

A. Yes.

Q. And do you recognize this to be an excerpt for the Website that you obtained for your business?

A. Yes.

Q. And this page of your Website was prepared by you or under your direction, correct?

A. Yes, I – I – yes, I took it, but it wasn't me who prepared.

Q. So, it wasn't you who prepared – oh, I'm sorry. Let me withdraw that.

[53] Just to be clear, Mr. Abu Hbda, your testimony is that you didn't prepare the document, or you didn't prepare this document, but you checked its content and you agreed with its content, correct?

A. Yes, I checked it and I agree on it. I agreed on it.

MR. SINAIKO: Okay. Let's turn to Page 2 of the document.

Q. At the top of the page, Mr. Abu Hbda, do you see that it says, "Legalize You Documents"?

THE INTERPRETER: I don't see it.

MR. SINAIKO: At the top of the page, in the center, "Legalize You Documents"?

THE INTERPRETER: Oh, yeah. Okay.

A. Yes.

Q. Okay. And can you explain to us – well, withdrawn.

Is Legal – is, "Legalize You Documents," is that a service that you provide through Abu Hbda Documentation Services?

A. Yes.

Q. And can you describe to us what that service is exactly? When you say that one of the [54] services you offer is, "Legalize You Documents," what do you mean by that?

A. I witness – I witness – I witness, and – and notary – about the paper of my client for the embassy, for the embassies.

Q. Okay. And that – and which embassies are those, sir?

A. Any embassies in the world.

Q. Does that include, in any way, any embassies with the Palestinian Authority?

THE INTERPRETER: Could you please repeat, sorry? Excuse me.

MR. SINAIKO: Could the reporter please read back the question?

(Whereupon, the requested portion was read back by the reporter.)

Q. When you mentioned, Mr. Abu Hbda, any embassies in the world, does that include any embassies that are in any way associated with the Palestinian Authority?

A. For the Palestinian Embassy will ask people to send their paper to the Embassy.

Q. Okay. So, to go back to the question, the answer is, I think what you were saying, sir, is [55] that the answer to the question is, yes, that the documents in question are prepared for use, you know, or submission to embassies affiliated in some way with the Palestinian Authority; is that correct?

MR. BERGER: Objection, that mischaracterizes his testimony.

Q. Okay. You may answer, Mr. Abu Hbda. Actually, I apologize. Let me withdraw the question.

You testified a moment ago, Mr. Abu Hbda, that you witness documents for the embassies, and I asked you whether that – the embassies included any embassies that included in any way any embassies associated with the Palestinian Authority?

MR. BERGER: Objection; that's not what he said.

MR. SINAIKO: I'm reading from the realtime.

MR. BERGER: You're using the word, "for," in a way that the translator didn't mean. I could tell you that because we have a check translator here.

MR. SINAIKO: I see. I can't say what the translator knows or doesn't know. My Arabic [56] skills are obviously less, you know – less sharp than those of your check translator. In any event, let me just try to put this question again.

Q. When you say, Mr. – when you say,

Mr. Abu Hbda that – let me – let me withdraw that question.

Going back to the top of the center of Page 2 of Exhibit 4 where it says, "Legalize You Documents," is it correct, sir, that the service of, "Legalize You Documents," involves witnessing and notarizing new signatures on documents?

THE INTERPRETER: Okay.

A. Most of the time, yes. Sometimes there is no signature.

Q. Okay. And when there is no signature, what does the process of Legalize You Document involve?

THE INTERPRETER: Okay.

A. So, when there is –

THE INTERPRETER: Hold on. One.

A. When there is a certificate, a course certificate, or a Ph.D., or a death certificate, or a school certificate, or a divorce, or university certificate, we – we – we don't sign, we – we [57] don't sign it. We sign it –

THE INTERPRETER: Okay.

A. We sign it, and we send it to –

THE INTERPRETER: Okay.

A. Okay. Either people they will send it to the Embassy, or we send it to the Embassy.

Q. Okay. So, that – the service, “Legalize You Documents,” as noted at the top of the second page of Exhibit 4, can involve you notarizing a signature, correct?

THE INTERPRETER: Okay.

A. So, when it's most – yeah; when it's a paper coming from the Court, or from a – when it's a legal paper, or it's a degree. So, we – we consider it as a – it's something legal. So, we consider it as something legal.

Q. Okay. Let me go back to the question, Mr. Abu Hbda. The question is, does the service of Legalize You Documents noted at the top of the center of Page 2, Exhibit 4 include, in some instances, notarizing a signature? That's a simple question.

THE INTERPRETER: Hold on. I'm sorry.

I'm assume to go step by step because I cannot say [58] like that my translation has to be accurate.

A. Okay. Some legal paper doesn't need to be – doesn't need to be legalized.

Q. Understood, understood. Let me step back for a moment, because we're getting a little off track here.

In some instances, "Legalize You Documents," involves notarizing a signature; is that correct, sir? This is the service that's noted at the top of the page, correct, sir?

A. If someone has a paper and we have to sign on it, yes.

Q. Okay.

A. The person has to sign the front of us, yes.

MR. SINAIKO: I would just note again that Mr. Abu Hbda answered that question in English over the translator and, you know, in a perfectly coherent way. We're going to continue with the translator now, but I am concerned that this is an incredible waste of time, that the translator is acting ineffective here, and it's slowing down the deposition, but we could then –

Q. New question. Is it correct that service [59] of Legalize You Documents sometimes performs you witnessing the signature?

A. Sometimes, yes, sometimes, no.

Q. Okay. At times, it does, correct?

THE INTERPRETER: Excuse me.

Q. At times, it does, correct?

A. Yes.

Q. Okay. And at times, "Legalize You Documents," involves documents that are not signed by your clients; is that correct, sir?

THE INTERPRETER: I'm sorry, I'm just reading the question again.

Okay.

A. If it's a legal paper, no. If it's like a court, or a divorce, or a death – death.

Q. Okay. And in that – in that instance – When we're talking about a document that is not signed by your client, is it correct, sir, that your service involved submitting that document to an authority for authentication or certification?

A. I would send the paper, and they are free to sign it or not, either sign it or nothing.

Q. Okay. When you're talking about, for example, authentication, or legalization of a birth [60] certificate, or a death certificate, in that instance, you send the – if the client asks you to you send the certificate to an Embassy – I think you mentioned an Embassy – and they put a stamp on it from a foreign government; is that correct?

THE INTERPRETER: Could you say it step by step.

MR. SINAIKO: Okay.

THE INTERPRETER: Or I will read it from the transcript.

Q. Let me try to ask the question in pieces slowly.

When you are dealing – instances when legalizing a document involves legalizing a death certificate; is that correct, Mr. Abu Hbda?

A. Yes. Yes, and they will be free, if they want to sign it – if they will sign it or not.

Q. Okay. But whether or not the – whether or not the client signs the document, legalization – that – what does legalization of a document like that entail?

A. The person will go back to the – to the –

MR. SINAIKO: Once again, I'll note that [61] Mr. Abu Hbda is assisting the translator, and translating, and speaking perfect English.

A. The person will – will go back to the – to the place where – the person will – will go back to the place, like whether they will sign it or not, the person will go back to the –

THE INTERPRETER: Okay. Excuse me, I will translate it.

A. The person will take the paper – the person will take the paper.

THE INTERPRETER: Okay.

A. He will send it back to his home, back home.

THE INTERPRETER: Okay.

A. And the – the – his back home is free to accept it, whether accept it or not.

Q. And sometimes, Mr. Abu Hbda, you send the document, correct, rather than your client?

A. If they ask me to do it, yes.

Q. Okay. And when you send the document, what is the purpose of sending the document; what are you trying to get?

A. To be – to be signed by the – by the embassy, or – by the embassy or the – by the [62] embassy or the consulate.

Q. To be signed by an official of a foreign government, correct, or stamp – let me withdraw that.

To be signed, or stamped, or – let me withdraw that. I'm going to try one more time.

When you send the documents to a foreign embassy, the purpose of that is to have them sign and/or stamp, or certified by an official of a foreign government; is that correct?

A. They will.

THE INTERPRETER: Okay.

A. They will – they will sign on the top of my signature. They're not responsible of the main contain of the paper.

Q. Right. But the purpose of submitting the document to the foreign embassy is to obtain a signature or a stamp on the document from an official of the government whose embassy that is; is that correct?

A. Yes; correct.

Q. Okay. And one of the places to which you submit documents of this nature to get a signature, or a certification, or a stamp is the Palestinian [63] Authority; is that correct?

A. No.

Q. So, the answer is no, that's not correct?

A. I don't send to them – I don't send to the – the Palestinian Authority. I send to people who represent the Palestinian Authority.

MR. SINAIKO: Okay. Once again, I'm going to note that Mr. Abu Hbda was assisting the translator, and translating his answer into English, and I'm going to go on to my next question, which is –

Q. To the embassy which you send these papers in Canada, you understand that to be an embassy operated by the Palestinian Authority, correct?

THE INTERPRETER: Can you please repeat the question.

MR. SINAIKO: Can the court reporter read the question back, please.

(Whereupon, the requested portion was read back by the reporter.)

A. Yeah, you – it was – it was writing that – it was – it was writing – no, the title was Palestinian delegation.

Q. Okay. You understand that embassy to be [64] affiliated with the Palestinian Authority, correct, sir?

A. I only know that it represent – it represent Palestinian, Palestinian people.

Q. Okay. Staying on Page 2 of Exhibit 4, do you see, sir, that it says, “Passport Services”; do you see that, sir?

A. Yes.

Q. Okay. And would it be fair to say, sir, that, “Passport Services,” involves the submission of applications to obtain or renew a passport?

A. No.

Q. No? Can you describe – oh, sorry. Can you describe what, “Passport Services,” means, please?

A. Someone will come with that –

THE INTERPRETER: Hold on.

A. Someone will come –

THE INTERPRETER: Hold on.

A. Someone will come –

THE INTERPRETER: Okay.

A. Someone will come with his passport. We will do Power of Attorney from him to someone else.

He will sign it in front of me.

[65] After that, I will sign it notary, and I will give – I will give it to him, and he will send it to – he will send it with whatever he wants.

Q. Okay. So, your service, when you say, “Passport Services” – pardon me.

When you say, “Passport Services,” on your Website here, Mr. Abu Hbda, the service you provide is notarizing a signature on a passport application; is that correct?

THE INTERPRETER: Okay.

A. I notarize – I notarize his signature only. I notarize his signature only.

Q. Okay. So, just to be clear, and to close this off, “Passport Services,” involves the notarization of passport applicants on passport applications, correct?

A. So, on the Passport Services, there is no application; there is only Power of Attorney.

MR. SINAIKO: Okay. I’m going to suggest it’s 12:30 now. I’m going to suggest that we take our lunch break, and we resume at 1:30, if that’s okay with everybody.

MS. KROPF: Okay. That’s fine. I don’t know if we want to have a conversation about the [66] translation on the record or off the record.

MR. SINAIKO: I guess we could have a conversation about translation off the record, but after we have the conversation about translation off the record, we need to have the conversation on the record.

MS. KROPF: That’s fine.

MR. SINAIKO: Why don't Mr. Abu Hbda be excused, so he could have his lunch, And Counsel can have the conversation about translation, and we'll plan to resume at 1:34. Actually, you know what, I take it back. Let's plan to resume at 1:34.

THE VIDEOGRAPHER: Okay. We're now off the record. The time is 16:34 UTC Time.

(Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the record. The time is 17:39 UTC Time.

MR. SINAIKO: I will just point out to everyone on the call, before we resume the examination of Mr. Abu Hbda, that we have a new translator now. The translator, maybe the new translator could identify himself by name and be sworn by the court reporter.

[67] THE INTERPRETER: Sure. My name is Sadeer; S-A-D-E-E-R; this is the first name. Al, A-L, space, Amiri, A-M-I-R-I, and it's written on the screen.

- o o o -

H A D E E R A L A M I R I,

Called as the interpreter in this matter, was duly sworn by a Notary Public to accurately and faithfully translate the questions propounded to the Awni Abu Hbda from English into Arabic, and the answers given by the Awni Abu Hbda from Arabic into English.

- o o o -

[68] BY MR. SINAIKO:

Q. Mr. Abu Hbda, I hope you had a terrific lunch. Are you ready to resume?

A. Yes.

Q. Do we wait, the translate – I don't – maybe you don't need the translator, but if the translator's here, we should use the translator.

A. I'm ready.

MR. SINAIKO: Okay. Cosette, could we bring up – could we bring up Tab 4, again, please?

MS. VINCENT: Yes.

MR. SINAIKO: I'm sorry, I meant Tab 2, Exhibit 4.

MS. VINCENT: I got you.

MR. SINAIKO: Done, and done.

Q. Okay. We're going to stay on Page 2, and we're going to resume – we're going to try to run back over some material we did before where we were having trouble with the translation; is that okay, Mr. Abu Hbda? Please, if we don't need the translator, we could excuse him, but if we need the translator –

A. Yes, sir.

[69] Q. Okay. Returning to the top of the page. Do you see in the center of the page says, "Legalize You Documents"; do you see that, sir?

A. Yes, I see it.

Q. And, "Legalize You Documents," is one of the services that Awni Abu Hbda Documentation Services provides; is that correct?

A. Yes.

Q. Okay. And can you describe the nature of the service, "Legalize You Documents"?

A. It's like a notarization, when somebody comes to sign a document, and you witness this signature, and you sign it. It's like a notary public service.

Q. Okay. And apart from witnessing or notarizing a signature, does, “Legalize You Documents,” entail any other type of service?

A. If someone wants to notarization, if he wants to send the papers to the embassy to be signed, we take the papers and send them to that embassy.

Q. Okay. And the embassies to which you sign – to which you send these papers – let me withdraw that and start again.

[70] The embassies to which you send these papers, those includes embassies associated with the Palestinian Authority, or the Palestinian association; is that correct, sir?

A. It’s representative of the Palestinian population in Canada.

Q. And do you understand that this representative of the Palestinian people in Canada is in some fashion associated with the Palestinian Liberation Organization or the Palestinian Authority?

A. I don’t know the relationship or the rules in that country. All I know is that it’s a representative of the Palestinian application in Canada and it documents or certify documents.

Q. Thank you, Mr. Abu Hbda.

MR. SINAIKO: Let’s mark as our next Exhibit a 55-page document that is titled on the front page, “Declaration of C. Russell.”

This is Tab 10C. Cosette, could you bring it up, please?

MS. VINCENT: It will be up shortly. (Whereupon, Declaration of C. Russell was marked as Exhibit 5 for identification, as of [71] April 7th, 2021.)

A. Yes, sir.

Q. And, specifically, we're going to turn to Page 52 of the document.

MR. SINAIKO: Page –

MS. VINCENT: Yeah, I'm going to have to exit out of there as quick as possible. I'll share my screen in a moment.

MR. SINAIKO: Can we rotate that around, so Mr. Abu Hbda could see that more clearly?

MS. VINCENT: I'll rotate it. One moment. Q. Can you see the page that we're focusing on from Exhibit 5, Mr. Abu Hbda?

A. Yes, I do.

Q. Okay. And do you recognize that this is a document that you've seen before, sir?

A. Yes, I do.

Q. Okay. And do you see that there's a stamp in black ink in the upper left-hand corner, and a raised seal, and the stamp in black ink says, "Abu Hbda"; do you see that, sir?

A. Yes, I do.

Q. And the stamp in black ink, that's your notarial stamp; is that correct, sir?

[72] A. Yes, sir.

Q. And you were saying the signature there, that's your signature; is that correct, sir?

A. Yes.

Q. Do you see the raised seal immediately to the left of your black ink seal?

A. Yes.

Q. Is that a notarial seal?

A. Yes, sir.

Q. Whose notarial seal was that?

A. For me.

Q. Okay. And do you see that there are a number of other stamps on this document? There's a stamp – let me withdraw that.

Do you see there's a stamp in blue ink, and there's a stamp in red ink on this document?

A. Exactly, yes.

Q. And, sir, is this an example of a document that Awani Abu Hbda Documentation Services legalized?

A. It maybe like – certificates, graduation certificates, death certificates, authorization. Yes, this is one of them; yes, maybe.

Q. Okay. And are you able to read the blue ink stamp?

[73] MR. SINAIKO: Cosette, could you zoom in on the blue ink stamp, please.

Q. Is that okay, Mr. Hbda. Can you see it?

A. It says, "General Palestinian Delegation Canada."

Q. Okay. And is that the office in Canada to which you emailed documents when you want them legalized?

A. Yes, sir.

Q. And now, let's look at the red ink stamp. Can you read the red ink stamp, sir?

A. Not all of it.

Q. Okay. Are you familiar with that stamp, sir?

A. Yes, I've seen stamps like this.

Q. So, although you're unable to read the stamp in its entirety, can you read the portions of it that you are able to read?

MR. SINAIKO: Let the record reflect that Mr. Abu Hbda translated the red ink stamp to the best he was able to –

A. It says the a Palestinian delegation legalized this document, but it doesn't confirm the contents or the information inside this document. [74] It's not responsible for the content inside this document.

Q. And you can see inside, Mr. Abu Hbda, do you see that there is a blue ink signature inside the red ink stamp?

A. Yes.

Q. And are you able to tell us whose signature that is?

A. To be honest, I don't know whose signature is that.

Q. Okay. And this stamp, is this a stamp that's typically – let me withdraw the question and try again.

Is this red ink stamp a stamp that typically appears on documents that you have legalized for your clients?

A. Not all the documents, no.

Q. Do you have any understanding as to which types of documents this red ink stamp would appear on and which not?

A. I'm not sure, but I think maybe it's the certificates that has this red ink stamp, while other documents, they don't have this stamp.

Q. Okay. And do you have any understanding [75] as to who placed the red ink stamp on this document?

A. The council, or the delegation of both the council.

Q. And that's a person in this office in Canada that you mentioned earlier, this delegation office to which you mail papers, which you would like papers legalized for your clients, correct?

A. This is what this supposed to be.

Q. Okay. But just to clarify, my question was the office where that stamp was applied was the office – as you understand it, the office where that stamp was applied was the office in Canada to which you send documents when your clients asked you to have them legalized; is that correct?

A. Yes.

Q. Okie doke.

MR. SINAIKO: Now, let's go back for a moment to Exhibit 4. Okay. Now, Cosette, we're getting Exhibit 4 back up.

MS. VINCENT: Yes, we are.

MR. SINAIKO: Okay. And let's turn to Page 2 for Mr. Abu Hbda.

MS. VINCENT: Is this the page you want?

MR. SINAIKO: I'm sorry, I think we're [76] looking at the wrong document. I want to look at Tab 2, which is also Exhibit 4.

MS. VINCENT: Sorry.

MR. SINAIKO: It's okay. Take your time. Bear with us for just a moment, Mr. Abu Hbda.

There we go. Back to Page 2.

Q. Okay. Now, underneath, "Legalize You Documents," you see that there are a number of different types of – there are a number of different entities on that page?

A. Yes.

Q. Okay. The first one is, "Awni Abu Hbda Service Registration Form"; do you see that?

A. Yes.

Q. Can you tell us what that is.

A. This is registering a client. If someone comes to my office, I register his office or enter his name in a book.

Q. Ah. Is that a book where you record your notarial act, sir?

A. It's a regular page. I don't see – of this pages it changes day by day.

Q. Got it. But, this service registration [77] form, this is not a document you would legalize? This is a piece of paper you have your clients complete, so you could provide services to them; is that correct?

A. Correct.

Q. Okay. Going back up to Legalize You Documents for one moment. What do you typically charge clients to Legalize You Documents for them?

A. If it's only notary public, I charge from five to 15 to 20; this is only if it's notary public.

Q. Right. And if they're – in the instances where you're asked to legalize a document by transmitting it to this office in Canada, what do you charge clients to do that?

A. So, the service includes the postage that we use to send it, the fees that they charge us, and the preventative to cancel it, and our fees. So, it ranges from 250 to 300. Again, this includes the postage, and includes the money postage. We – the money order to pay for the fees that we – council charges, or that office charges, plus our fees to legalize the document. The total is between \$250 and \$300 in total.

[78] Q. And Mr. Abu Hbda, what does your business charge – let me withdraw that question and ask it more crisply.

Mr. Hbda – I'm going to try one more time here.

Mr. Abu Hbda, what is your fee, putting aside the fees for postage, and fees charged by the council, whatever you charge, what is your fee that you charge for the document?

A. Between \$50 to \$100.

Q. And how frequently would you say – well, let's just – let me withdraw that question and try again.

How frequently would you say that you send documents to this office in Canada that we've been talking about, this delegation of the Palestinian people that you mentioned; how frequently would you say that you send documents to that office that – to be legalized?

A. It may be once a week or maybe every day; it's variable. It depends on the people.

Q. So, would it be fair to say that over the last year, you've done that at least 50 times?

A. I don't have the number. I cannot tell.

[79] Q. Okay. So, ballpark, you're not prepared to say you did it at least 50 times over the last year?

A. I don't know. To be honest, I'm not sure.

Q. But you'd say -

Well, just to go back to what you said before. You'd say that you do it several times a month; is that correct, sir?

A. Maybe more. I don't know.

Q. Okay. Let's go down to a few stops on the document. Do you see that it says, "Passport Services"?

A. This is in total.

THE INTERPRETER: I will repeat the question. It seems he did not hear it.

MR. SINAIKO: Okay. Go ahead.

A. Yes, sir.

Q. And can you tell me, does, "Passport Services," include - well, withdrawn.

The Passport Services that your company provides, does that include the transmission of documents to the office in Canada that we've been talking about, the delegation of the Palestinian people, as you describe it?

[80] A. Yes, sir. No.

Q. Okay. Do the Passport Services that your company provide, or - withdrawn.

Do the Passport Services that your business provides relate in any way to passports issued by the

Palestinian Authority, or the Palestinian Liberation Authority, to the extent such exist?

A. We write an authorization between two persons; one person here and one person in Palestinian. This has no relation to the PLO, or the organization; it's two persons.

Q. What is the nature of this authorization that you're talking about?

A. It gives authorization to this person to renew the passport for that other person. We just notarized this document.

Q. I see. Is this a document that's issued by the Palestinian Authority, and that you assist one of your customers in executing?

A. No, most of the time we write it. It's a handwritten. This person authorizes that person to do the renew; that's it.

Q. And is there a prescribed form of words [81] that that document needs to include in order to be legally valued?

A. No, to accept another person to renew the passport, they accept any notarize document, only in America, not only for me, but in the whole state in America.

Q. Right. And are these documents that are used to apply for or renew passports issued by the Palestinian Authority or the Palestinian Liberation Organization?

A. No, these are the Palestinian passports.

Q. Right. So, is it – how – well, let me withdraw that.

How do you understand –

After you prepare and understand and notarize one of these documents, how do you understand that your clients utilize these documents; in other words, what do they do with them?

A. He sends these documents by FedEx to the other person, and after this leaves my office, I don't know what happens to him. I don't know anything about him after he leaves.

Q. Okay. And this passport service that you [82] perform in connection with passports by the Palestinian Authority, how long have you been performing that service?

A. I don't know to be honest. I've been notarizing papers for customers for long time, but I don't have an idea of how long exactly.

Q. Would you say it's been at least five years?

A. Maybe. It may be five, it may be seven, it may be more. I don't know.

Q. Okay. The preparation of these documents is important in order for a person in the United States to be able to obtain or renew a passport issued by the Palestinian Authority; is that correct?

A. Correct.

Q. And did there come a time when you learned how to prepare these documents, so that they would be legally effective when presented to these authorities, you know, were presented to the Palestinian Authority?

A. Sometimes –

THE INTERPRETER: I'm sorry.

A. Sometimes customers bring all of the form [83] papers written and sent to them from my home country, and they wanted to be notarized.

Q. Right, but you mentioned – thank you very much.

You mentioned before, Mr. Abu Hbda, that sometimes you prepared the document, right? Sometimes you prepared the document that has to be notarized and then returned to the Palestinian Authority, correct?

A. Correct.

Q. Okay. How did you learn the proper wording to put in these documents, so that when presented to the Palestinian Authority, the documents would have the desired effect?

A. We made copies from the papers that were brought to us and then we started using them.

Q. Okay. Have you ever familiarized yourself for the legal requirements for the issuance or renewal of a passport by the Palestinian Authority?

A. I know that from the people who come, these people have spoken with the people who they want to authorize, and they gave – they give them the information.

Q. Has any representative of the Palestinian [84] Authority ever explained to you any aspect of the process of the issuance or renewal of a passport by the Palestinian Authority?

A. No.

Q. Okay. And these Passport Services that you provide that are referenced on Page 2 of Exhibit 4, have you ever performed those Passport Services in

connection with the issuance or renewal of a passport, other than by the Palestinian Authority?

A. Yes, there is. I performed services for passports to travel to Jordan, and, also, for the Egyptian government. So, anyone who come requesting this service, I file the form for him or for her.

Q. Okay. Let's move down to, "Family Matters"; do you see that, Mr. Abu Hbda?

A. Yes, sir.

Q. Can you describe that service to us, please.

A. So, if two people fight at home, like a husband and a wife, I try to solve the issue between them, and if there's another issue, like a daughter with her father, or a family member with another family member for the Palestinian population, I come and try to solve the issue for them.

[85] Q. Got it. And so is that a service that falls within the category of legalization of documents?

A. Yeah, sometimes – thank you. Sometimes they have written documents, or have filed claims against each other, and through each of them, and then they come, and the issue solve them; they try to discharge the claim, dissolve the claim, and they write the paper, and I notarize this paper.

Q. And that's a service that you provide as a Notary Public of the State of New Jersey; is that correct?

A. It is a service that I provide for the population, the Palestinian population, to solve the issues or the altercations between the persons.

Q. And you know to whom these documents you note relating to Family Matters are submitted by your customers?

A. I give it to the person responsible, and he submits it to the Court to discharge or resolve the claim after they drop the case, and all these services are free, just to clarify. I don't get any payment for these services; I provide it for free.

Q. Excellent. And these services are with [86] respect to legal proceedings in the United States; is that correct?

A. If there is a claim, yes, but if there isn't a claim, we just try to solve the issue between them, and they come in peace between them.

Q. Excellent. Let's move down to the next one here. It says, "Driver License Certification"; do you see that one, sir?

A. Yes, sir.

Q. Okay. And can you tell us what Driver License Certification – withdrawn.

Can you tell us what service Driver License Certification involves, or can you describe the service?

A. Okay. So, they stopped at this entity before a while ago. We used to do a translation, if someone comes from an Arabic country, or the driver's license from that country, we try to translate and validate this driver's license, and notarize it, and he takes it to the DMV, but now it stopped. It's not longer available.

Q. And when did that service cease to be available?

A. It stopped at a point now, but they [87] specified certain authorized people to do this service.

Q. Okay. So, when you say they – when you say, “they specified certain authorized people,” who is, “they”?

A. The DMV in New Jersey.

Q. Okay. Got it. Is that a service that you ever performed, so that a driver’s license could be certified to any entity outside the United States?

A. No.

Q. Okay. Let’s move down to, “Life Certificate.” Can you tell us what service involves, “Life Certificate”?

A. So, this service is a service where, from all over the Arabic countries, people are retired, and they have to prove that their still alive to receive their retirement. So, they come to my office with the proper documents that they have that – the ID and the passport, and we write a form and they sign it. I notarize it to prove that this person is still alive, and then the person takes it and sends it to his government, and to be able to receive the retirement.

Q. Right. And do you know whether any of [88] these Life Certificate documents have, you know, well – withdrawn.

Do you know whether any of the Life Certificate documents you’ve certified have been used for the purposes of collecting a pension, or money, or from the Palestinian Authority, or the Palestinian Liberation Organization?

A. I don’t know that.

Q. So, it’s possible that the answer is yes; is that correct, sir?

MR. BERGER: Objection to the form of the question; calls for speculation.

Q. Mr. Abu Hbda, you may answer.

MR. SINAIKO: Can we have the question repeated for Mr. Abu Hbda, please?

(Whereupon, the requested portion was read back by the reporter.)

A. I don't know. I can't tell you. No, I don't know.

Q. Okay. So, my question to you, sir, is, is it possible that the answer to the question is yes?

MR. BERGER: I object to the form of the question; calls for speculation, and it's been asked and answered.

[89] MR. SINAIKO: Mr. Berger, let me ask the question.

Q. Is it possible that one or more of the Life Certificate documents that you assisted in preparing have been submitted to the – a – or the Palestinian Liberation Authority, or Palestinian Liberation Organization, for purposes of collecting a pension or money from one of those entities?

MR. BERGER: And I object to the question, even though it was re-worded, because it calls for speculation.

MR. SINAIKO: Okay. The objection has been noted, and the Witness should answer.

A. I don't know. Not even a single one. I don't know anything about these documents.

Q. These documents that you assist in preparing, right?

A. Maybe. I haven't done, not even a single one. I don't remember whether I've done it, or maybe I haven't done any of them.

Q. So, you have no recollection, one way or the other, whether any of these documents were for the purpose of collecting a pension, or money from the Palestinian Liberation Organization, or the [90] Palestinian Liberation Authority; is that correct?

A. I don't know. I don't know.

Q. Okay. Okay. Let's move down to the next item on this page. It says, "Trade Certification." can you tell us – can you tell us what service that involves?

A. I haven't done any of this; none.

Q. Okay. Can you describe the nature of this service, whether or not you've actually performed it?

A. Maybe it involves registering a company in New Jersey.

Q. Okay. Does it involve registering any companies or businesses outside of the United States?

A. No, I haven't done none – neither inside, nor outside the States. I didn't do any of them.

Q. Okay. Let's go down to the next one, "Academic Record Certification"; can you describe that service for me, please?

A. This is a service where if a doctor graduates from a university, or a hospital, or a program, we certify this degree for this person to be able to work in other countries back in Jordan, [91] Palestinian, Lebanon. So, he brings this documents, and we certify this document, so that he can work in these other countries.

Q. And when you say you certify the document, what do you mean by that?

A. We send it to the embassy of the country that he's entering into.

Q. Okay. So, this would be – and just to, you know, go back to the document, if we need to, and let me know if you'd like to go back to the document, but I'm thinking, is this a service similar to the service that you performed with respect to, you know, the document that had the red and blue stamps that we were looking at before?

A. Approximately, yes. It's similar. It's the same thing.

Q. Okay. And that's the service that you could perform just to get records certified by the Palestinian Authority or the Palestinian Liberation Authority, correct; Palestinian Liberation Organization?

A. No, it's not – neither from the Palestinian government, no. The Liberation, the Liberation, it's from the office in Washington, [92] maybe. In Canada.

Q. Is Canada the same office that we were talking about before, correct, sir?

MR. SINAIKO: Let the record reflect that Mr. Abu Hbda answered the question in English, before the translation came.

Q. Sir, have you ever had personal authority to provide certification of a document on behalf of the Palestinian Authority?

A. No.

Q. Have you ever personally had the authority to certify any document on behalf of the Palestine Liberation Organization?

A. No.

Q. Okay. In connection with the documents that you submit to an office in Canada that we've been talking about, I believe you mentioned that the office in Canada charges some sort of a fee; is that – do you recall that?

A. Yes.

Q. Okay. And you, you know –

Again, do you remember that you told us before that you also – you also collect a fee from the customer yourself?

[93] A. Correct.

Q. Has there ever been a circumstance in which the office in Canada, to which you sent documents, has shared a portion of its fee with you?

A. No.

Q. Have you ever asked – let me withdraw that question. It's an inartful question.

Have you ever asked that the office in Canada, to which you've been submitting documents, as we've been discussing, to share its fee with you?

A. No.

Q. Is the office in Canada to which you submit documents aware that you charge a fee to your customers for making these submissions on their behalf?

MR. BERGER: Objection, calls for speculation.

Q. To your knowledge?

A. I'm sorry, could you repeat the question.

Q. Let me rephrase the question. To your knowledge, is the – are the – is the office in Canada

that we've been talking about aware that when you submit documents to them for certification, you are collecting a fee for your customers?

[94] A. For my fee – for my fees. Why are they concerned with my fees?

Q. Okay. Let's get the question read back.

MR. SINAIKO: I would like to just have the question read back because I think the question was pretty clear, and we should just get an answer to it. I think – could we just ask the question of Mr. Abu Hbda again.

THE INTERPRETER: Sure.

(Whereupon, the requested portion was read back by the reporter.)

A. They are not concerned because why are they concerned with my fees? They – the customers bring a money order for the fees that the office charges from, and then I will speak with the customer, and they pay me my fees. So, this – these are two separate things. Why are they involved with my fees? These fees go to a money order.

Q. I'm going to try the question again.

To your knowledge, is the office in Canada to which you submit documents –

This office in Canada we've been discussing; is the office in Canada aware that you [95] charge a fee to your clients in connection with the performance of that service; are you aware?

A. They never asked me. I never asked them.

Q. So, the answer is, you don't know whether they're aware or not; is that correct, sir?

A. I don't know. I don't interfere with those things. I don't even speak with them. I don't know.

Q. Actually, that's – that raises one question I had, and we could just address it now. Have you ever communicated orally with any representative of this office in Canada that we are discussing there?

A. Is – there is certain situation where you call, basically to just inquire whether your documents have been finished or not.

Q. Okay. Apart from communications of that nature, have you ever communicated orally with anybody at the office in Canada that we've been talking about? That's the question. Let me rephrase the question.

Apart from communications of that nature, have you ever communicated orally with anybody in this office in Canada that we've been discussing to [96] which you send documents to be certified or legalized?

A. No, like in situations where the papers takes a long time, you call and leave a message. You don't speak with anybody personally and they don't pick up the phone.

Q. Okay. Putting aside oral communications, have you ever communicated in writing with anybody in this office in Canada that we've been discussing?

A. No.

Q. Okay. Let's go down two stops – we're still on Page 2 of Exhibit 4. Let's go down two stops to, "Power of Attorney"; do you see that?

A. Yes.

Q. Can you describe that service for us?

A. So, this document special for Palestinians who want to give Powers of Attorney, or authorize people; example either registering a land, either divorce in the court of the legal court, or doing something where they cannot go to the home country, they authorize or give the Powers of Attorney to another person over there to do that.

Q. And these are Powers of Attorney that are used in areas under control of the Palestinian [97] Authority, to your understanding; is that correct?

A. Yes.

Q. And do you prepare these documents, or are they prepared by somebody else, and you just notarize the signatures?

A. Most of the people bring this completed document for attorneys in my home country, and we just notarize them. They sign these papers in front of us. We sign and notarize it.

Q. And do you ever submit these Powers of Attorney to, you know, to the office in Canada, or to any other office that you might understand to be affiliated with the Palestinian Authority, or the Palestinian Liberation Organization?

A. Sure. So, after this person signs it, I sign it and notarize it. We give it to that person, and give them the address and contact information for the counsel, or the litigant in Canada, and tell him that you have to have a money order, and you have to send it there, and most people do it.

Some people tell us that they don't know how to do it, and they need us to do it for them. So, again, we do this by having the money order, and sending it by FedEx to the office in Canada. So, [98] it's either or.

Q. Okay. Let's jump down one more stop here, and do you see Mr. Abu Hbda that it says, "Land and Property Transaction"?

A. Yes, sir.

Q. Can you describe this service that's reflected there?

A. So, this is similar to the authorization I spoke about, like if someone wants to sell a land, or construe the land in my home country, they bring the papers and they sign it in front of us, and we notarize it, and we send it to Canada, but before that, we have to send them email to the office of Land and Corporate in Ramallah, and we get a response, and then the communication will directly between Canada, the office in Canada and this office in Ramallah.

Q. Okay. Terrific.

MR. SINAIKO: We've been going for an hour and ten minutes. Would it be all right if we took a short break?

THE INTERPRETER: I want to continue because I don't have time.

MR. SINAIKO: Well, with apologies, I [99] actually need to take a break for three minutes. We could stay on the record, if you want. I just need to get up for three minutes and I'll be right back.

THE INTERPRETER: Let's make it five minutes.

MR. SINAIKO: Take five. Let's go off the record for five minutes. We'll come back at 2:52.

THE INTERPRETER: Thank you, sir.

THE VIDEOGRAPHER: Okay. We are now off the record at 18:47 UTC Time.

(Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the record. The time is 18:53 UTC time.

Q. Mr. Abu Hbda, you mentioned a moment ago, in connection with land and property transactions on this page, Page 2 of Exhibit 4, that there are times where you need to communicate by email with an office in Ramallah; do you recall mentioning that?

A. I just send the email. I don't speak with anyone.

Q. Understood, but what is the purpose of these emails?

A. Just to inspect that the land is really [100] registered in that person's name who wants to sell it to make sure that he owns it.

Q. Okay. And is that a procedure that's required by the – by laws or regulations of the Palestinian Authority?

A. No, it's something that to make sure that the person who's buying the land is protected, and really the land is in the name of the seller. It's not required by the government.

Q. Ah, and how did you learn of the existence of this office where you send the emails?

A. I think the office in Canada sent us an email saying you have to email the office in Ramallah, and the office in Ramallah will get in contact with them.

Q. And how did you come to receive that email from the office in Canada?

A. Honestly, I don't remember if it came as an email or a message. I don't remember.

Q. Whether it was an email, or a message, my question is, do you recall how you came to receive that

communication from the office in Canada, whether it was either in written or oral form?

A. I don't remember exactly the incident. I [101] don't remember.

Q. Let's look at one more thing on Page 2 here. It says – you see it says, "All Arab Nations Documents Certification"?

A. It's the same, doing certifications, certificate, or – sorry, authorization –

THE INTERPRETER: Delete that –

A. – doing authorization. Doing same thing we were doing, like if someone comes from Jordan, we do notarization from Jordan. If someone comes to do notarization from the Gulf countries, or Egypt, or Yemen, or Israel. So, it's the same. It's just doing notarizations for other countries.

Q. Authorizations of what sort?

A. Notarization.

Q. Notarization. Got it. I'm so sorry. Maybe I misheard. Okay.

So, just to be clear, I want to make sure it's notarization, by you as a Notary Public of the State of New Jersey, of a documentation to a foreign government?

A. Correct.

Q. A foreign government, or the Palestinian Authority, or the Palestinian Liberation [102] Organization, right?

A. No, I didn't say that. I said other foreign governments. I didn't say Palestinian government. I didn't say the Palestinian Liberation Organization. Yes, other government; this is what I said.

Q. Okay. So, all Arab nations document certification does not – that service that your company performs does not in any way involve the Palestinian Authority, or the Palestinian Liberation Organization, correct?

A. I'm a New Jersey Notary. I notarize papers to people, and they send it wherever they want to. This doesn't change anything for me.

Q. Understood. So, they – I mean, they could be documents used for any purpose? It's a documentation for notarization purposes; is that right?

A. Yes, I – I'm just a New Jersey Notary, and that's all. I just notarize the documents in New Jersey; that's all.

Q. Very good. Okay. I want to go back to a topic that we discussed briefly earlier. I'm going to try to come back to it. Subsequent to [103] receiving – well, let me withdraw that.

Do you remember, Mr. Abu Hbda, that earlier today, we looked at one of the Subpoenas that you were served with; do you recall that?

A. Yes.

Q. Okay. To your recollection – and by the way, let's just –

I mean, we could confirm it, but the Subpoena was served on you. Hang on one second – the Subpoena was served on you around March 11th; does that sound right, sir?

A. Correct.

Q. Since you received the Subpoena, have you communicated orally with any person you understood

to be an officer, agent, or employee, or in any way related to the Palestinian Authority?

A. No.

Q. And since you received the Subpoena, have you communicated orally with any person you understood to be an officer, or agent, or employee, or in any way related to the Palestinian Liberation Organization?

A. No.

Q. And since you received the Subpoena, have [104] you communicated orally with any person you understood to be an officer, or an agent, or employee, or in any way affiliated with this office in Canada that – that we've been discussing, the office to which you submit documents when you would like them to be legalized by the Palestinian Authority?

A. No.

Q. And since you received the Subpoena, have you communicated in writing, including by email, with any person you understand to be an officer, or an agent, or an employee, or in any way affiliate with the Palestinian Authority?

A. No.

Q. And since you received the Subpoena, have you communicated in writing, including via email, with any person you understood to be about officer, or an agent, or an employee or in any way affiliated with the Palestinian Liberation Organization?

A. No.

Q. Okay. And since you received the Subpoena, have you communicated in writing with any person of your understanding to be an officer, or an agent, or an employee, or any way affiliated with [105] this office in

Canada, which we've been discussing, to which you authorized notarization of documentation you submit to the Palestinian Authority?

A. No.

Q. Okay. To your knowledge – well, let me withdraw that. Start again.

The question I'm about to ask you is based on your personal knowledge. To your personal knowledge and, you know, in advance of today, was any person who you understand to be an agent, or an employee, or an officer, or somehow affiliated with the Palestinian Liberation Organization, aware of you were being served with a subpoena?

A. I haven't told anybody about that, no.

Q. Okay. But to your –

Putting aside whether you told anybody or not, to your knowledge, are any such people aware of?

A. How would I know? I haven't spoken with anybody.

Q. So –

A. But I don't know. How would I know if anybody knows?

[106] Q. To your knowledge, you're not aware of that? That's all I'm asking.

A. I don't know. I don't know anything.

Q. Okay. And to your knowledge, again, just your personal knowledge, and in advance of today, was any person who you understand to be an agent, or an employee, or an officer, or otherwise affiliated with the Palestinian Authority aware of the Subpoena that was served on you in connection with today's deposition?

A. No, I don't know. I don't know.

Q. So, the answer is – I mean, I just want to confirm that I understood correctly.

To your knowledge, you are not aware of any such person being knowledgeable about the fact that you were served with the Subpoena?

A. For me, I didn't tell anybody.

Q. Right. But that, again, I just want to be clear; you're not aware of any such person knowing whether you told them or not?

A. God only knows. Am I God? I don't know. How would I know.

Q. Okay. And one last question in this line. To your knowledge, in advance of today, was any [107] person who is an employee, or agent, or officer, or otherwise affiliated with this office in Canada that we've been talking about, where you submit documents for, you know, certification or authentication of documents by the Palestinian Liberation Authority, were any of those people, to your knowledge, aware that you were served with the Subpoena?

A. I don't know.

Q. Okay. Not – so, to your knowledge, the answer is no; is that correct?

A. I don't know. I don't know anything. I don't know.

Q. Okay. By the way, your business – let's go to the last page of Exhibit – I guess this is Exhibit 4.

MR. SINAIKO: Cosette, can we zoom in on the thumbtack, please? There we go. Let's zoom in on that.

Q. Mr. Abu Hbda, do you see the thumbtack that we zoomed in on here on Exhibit 4?

A. Yes, sir.

Q. Okay. And you see there's an address there, 964 Main Street, in Paterson, New Jersey?

A. Yes.

[108] Q. And what is that address?

A. This is my address.

Q. Your address. Is that a home address?

A. No.

Q. Okay. What kind of an address is that?

Is that the address where your business is located?

A. Yes, this is the office; yes.

Q. Okay. How long has the office of your business been at that location?

A. I don't remember exactly, maybe two years.

I don't remember exactly.

Q. All right.

MR. SINAIKO: Cosette, can we get Exhibit 5 again, please? I think that was Tab 10.

MS. VINCENT: Tab 10.

MR. SINAIKO: But, I think we marked it as Exhibit 5.

MS. VINCENT: So, which page?

MR. SINAIKO: So, we're going to go to Page 36 of the PDF. Actually, it has a number in the lower right-hand; 296.

MS. VINCENT: Maybe it should be up.

MR. SINAIKO: Yeah, that looks right. Can we zoom?

[109] Actually, let me ask Mr. Abu Hbda.

Q. Have you seen this page before? Do you recognize it? Anything you want to see, let us know, and we could move the pages around for you. Whatever you'd like us to do, we'll do.

A. No, I haven't seen it.

Q. Okay.

MR. SINAIKO: Cosette, can you zoom in the upper left-hand logo in the corner.

Q. Do you see the logo, Mr. Abu Hbda?

A. Yeah.

Q. Okay. Do you see it says, "PLO General Delegations to the United States"?

MR. SINAIKO: Can we make it any larger?

I know it's – I'm having a hard time seeing it to. There we go. Might be better.

Q. Does that make it easier? Can you see the logo, Mr. Abu Hbda?

A. Why.

Q. Do you see that it says, "General Delegation to the United States"?

A. Yes.

Q. Do you have an understanding of what the PLO General Delegation to the United States is or [110] was?

A. Yes.

Q. And what do you understand that the PLO General Delegations of the United States is or was?

A. It is a representative of Palestinian Authority.

Q. Okay. And is that an analogue, or a former analogue in the United States to the office in Canada that we've been talking about?

A. I don't know because I've never seen this page. This is the first time I've seen it.

Q. Okay. But putting aside the web page, and whether you've seen it or not, do you have – were you aware of what the general PLO delegation to the United States was?

A. It used to have the Palestinian Authority for the documents and papers.

Q. Right.

A. Something –

Q. And in that respect, did this office perform a bunch in – similar to the one that is performed by this office in Canada that you deal with on behalf of your clients, who are looking to have documents legalized or certified by the [111] Palestinian Authority?

A. Yes, they were authenticating the papers, notarizing the paper; yes.

Q. And while that office was in existence, was it part of your business at Awni Abu Hbda Documentation Services for certifications or legalization of this office PLO General Delegation to the United States?

A. Most of the people from New Jersey, and New Jersey when we used to notarize the papers, they go by themselves; they go in person to that office.

Q. I'm not sure I understand that exactly. Do you mean they would go to the office, PLO General Delegation to the United States?

A. Yes, sir; yes.

Q. Okay.

MR. SINAIKO: Cosette, let's zoom out.

Okay.

Q. Do you see this page is titled, "Conular Affairs"?

A. Yes.

Q. When you see underneath that on the upper – there are one, two, three and four, five, six boxes there; do you see that?

[112] A. Yes, sir.

Q. Okay. And you see that the box in the upper left-hand corner says, "General Powers of Attorneys"; do you see that?

A. Yes.

Q. That's a service that is also provided by Awni Abu Hbda Documentation Services, correct?

A. I notarize it as a – as a notary; yes.

Q. Okay. And you see in the – in the center on the top there, it says, "Durable Land Power of Attorney"; do you see that?

A. Yes.

Q. And that's also a service that Awni Abu Hbda Documentation Services provides in connection with the Palestinian Authority, correct?

A. I do it – I notarize it as a notary public; yes.

Q. Okay.

MR. SINAIKO: Cosette, let's go to Page – I guess it's Page 42 of the PDF.

MS. VINCENT: Sure; sure thing.

Q. Mr. Abu Hbda, this – just to be clear, this is another page of the Exhibit that we have been looking at.

[113] A. I see that was Page 42, correct?

MR. SINAIKO: It's Page 42 of the PDF; 42 out of 55; correct, Cosette?

MS. VINCENT: It should be shared.

MR. SINAIKO: That's it.

Q. Okay. Mr. Abu Hbda, do you see that page that's got, "A302," in the lower right-hand corner?

A. Yes.

Q. And you see it says, "Notary Publics"?

A. Yes.

Q. Okay. And do you see that – I guess it says, "Notary Publics," in the upper left-hand logo?

A. Yes.

Q. Okay. And then it says, "Notary Publics," again in the middle of the page. I guess – there's a paragraph, and then to the right, it says, "Notary Publics," again; can you see that?

MR. SINAIKO: Sorry. Can we enlarge that for Mr. Abu Hbda?

Q. Does that help? Okay. And do you see that there are a number of cities listed there? Okay. And do you see that one of them is Paterson?

A. Yes, I see it.

[114] Q. Okay.

MR. SINAIKO: Let's move to Page 8038. It's a few more pages in. And let's zoom in again, so that Mr. Abu Hbda can see better, so that I can see better; my eyes are terrible, also.

Q. Do you see that that's your name there, sir?

A. Yes.

MR. SINAIKO: He understands the questions, which is terrific.

Q. And do you see there's some letters there in a foreign letter, which I unfortunately don't understand, but do you see next to your name, there's some foreign letters there?

A. Yes.

Q. And can you tell us what that is?

A. It's my name, "Abu Hbda."

Q. That's your name in Arabic?

A. Yes.

Q. Okay. And underneath that, it says "388."

By the way, do you understand that that's a reference to you?

A. Yes.

Q. Okay. And do you see underneath it, it [115] says, "388 Lake View Avenue, Clifton, New Jersey"?

A. Yes.

Q. And what is that address?

A. This is my office address. I had an office at that place in the past.

Q. Understood. And do you still have an office there?

A. No.

Q. Okay. Underneath that, there's a telephone number. Do you see the telephone number?

I think it's a telephone number.

A. Yes.

Q. And is that a telephone number that you used for your business?

A. This is my personal cell phone.

Q. Personal cell phone. Got it. So, let me ask a question; do you have an understanding as to how your name came to be placed on a Website of the PLO Delegation to the United States, General Delegation to the United States?

A. Yes, I know.

Q. And can you explain for the Court how that happened?

A. So, I used to notarize papers that goes to [116] the embassy, and they know, they saw my name coming on these papers, and they called me, and they asked me, and I said I agree.

Q. And who was it that called you, if you remember?

A. I don't remember exactly, but I think someone was working there. His name is Hakim.

Q. Okay. Do you know what Hakim's role was in that office?

THE INTERPRETER: I'm sorry, can you repeat the question, sir?

MR. SINAIKO: Sure.

Q. Do you know what Hakim's role was in the office? And by that I mean, the General Delegation of the United States?

A. No, I know that he was working there; that's it.

Q. Okay. Apart from –

Do you remember what Hakim told you in this conversation that you had with him and what you said to him?

A. He asked me if they could put my name on the Website to notarize the papers that they authenticated.

[117] Q. And do you remember anything that you said to Hakim during the call?

A. Yes, I told him, "yes, I agree."

Q. And do you remember anything else about this telephone call that you had with Hakim?

A. No.

Q. And do you remember any other communications that you had with Hakim, apart from this telephone call that you described?

A. So, if papers are delayed, or if we have a question, we used to call him to inquire about the – just the question.

Q. So, he was a contact of yours at the PLO General Delegations of the United States when that office was open, correct?

A. This is the person that I knew – all – I knew his name there.

Q. Did you ever meet him in person?

MR. SINAIKO: Just let the record reflect that Mr. –

A. I've never met Hakim in my life. I only saw Hakim on TV.

MR. SINAIKO: Let the record reflect that before Mr. – you know, before the translator [118] translated that answer, Mr. Abu Hbda had provided the answer to the question.

Q. Okay. Apart from Hakim, did you ever communicate with any other person who worked at the office of the PLO General Delegations of the United States?

A. There was another person, his name was Dr. Omar. He was the, you know, legal representative there, and we used to ask him questions; the same thing we were doing with Hakim.

Q. Okay. Apart from Hakim and Dr. Omar, did you ever communicate with anybody else who worked at the PLO General Delegation to the United States?

A. I don't remember speaking with anyone else; no.

Q. How many times would you say you've communicated with Dr. Omar?

A. I don't remember; maybe once, twice. I don't know. I don't remember.

Q. When was the last time you spoke with Hakim, the individual we mentioned a few minutes ago?

A. After they closed the – cancel it. I don't know anything about what happened after.

[119] Q. And what about Dr. Omar? When was the last time you remember communicating with Dr. Omar?

A. I don't know; maybe before they closed. I don't remember. I spoke with them either once or twice. I don't know.

Q. Oh, you think –

Just to be clear about that, you think you spoke to Dr. Omar only once or twice; is that correct?

A. Correct.

Q. Okie doke. Did you ever receive compensation of any type from the PLO General Delegation to the United States?

A. No.

Q. Did you ever hold a title of any kind with the PLO General Delegation to the United States?

A. No.

Q. Not even an honorary title, like Deputy Mayor of Paterson, right?

A. What is Paterson has to do with the – it doesn't have any relation.

Q. I'm just asking about honorary titles?

A. No.

Q. I know you were the Deputy Honorary Mayor [120] of Paterson, and I know we looked, that that's a large honorary role, and I want to know if you had any honorary delegations that might have been given to you at the PLO General Delegation of the United States?

A. No, there isn't.

MR. SINAIKO: Cosette, can we bring up Exhibit 12, please, and we're going to mark this as Exhibit 6.

(Whereupon, Subpoena to Produce was marked as Exhibit 6 for identification, as of April 7th, 2021.)

MR. SINAIKO: I'll ask the court reporter to mark it, Subpoena to Produce Documents, Information, or Objects, or to Permit Inspections of Premises in Civil Action.

Q. My question to you, Mr. Abu Hbda, feel free to take a look at the document, if you want to page through it. Cosette can help you with that. Just tell her what you'd like her to do.

My question to you is, after you looked at the document, is whether you recognize it?

A. Yes, I've seen it.

Q. And what do you recognize this document to [121] be?

A. This is the Subpoena that was sent to me.

Q. Okay. Do you recognize this to be the Subpoena by which the Plaintiffs in this case asked you to produce documents?

A. Yes.

Q. Okay. Now, I know we mentioned this before, but I want to spend just a little bit more time on it because I think we'll be able to do that a little bit more effectively now than we could before. Can you tell me what steps you took to search for documents that might be responsive to the Subpoena?

A. So, I searched in my emails, and I searched in the files, if I have documents about anything, but, usually, we don't keep files.

Q. Okay. And are these your personal files, sir?

THE INTERPRETER: I'm sorry, this is the interpreter. The client is – he is massaging his eyes.

MR. SINAIKO: Is everybody okay? Do we need to take a short break.

THE INTERPRETER: Okay.

[122] MR. SINAIKO: Because, like I said at the beginning, we could take a break any time you need to, sir.

THE INTERPRETER: No, you can continue, sir.

MR. SINAIKO: Thank you very much.

Q. I'm going to try to wind this up as quickly as I can. I think we're actually getting close to the end. The files that you searched for documents that might be responsive to the Subpoenas, were those your personal files?

A. The files I have in my office.

Q. Those are the files at the offices of Awni Abu Hbda Documentation Services in Paterson?

A. Yes.

Q. Okay. Do you have personal files at home that might possibly contain documents responsive to the Subpoena?

A. No.

Q. Okay. And the emails that you searched, where were those – in what account were those emails?

A. My email.

Q. Your personal email, sir?

[123] A. I have only one email.

Q. And that's an email account that you use for both personal and – personal and business?

A. Correct.

Q. Okay. And just to be clear, and I'm just getting this off of one of the Exhibits that I mentioned, and I could show you the Exhibit if you like, but just to confirm, the email is redm@gmail.com; is that correct?

A. Good.

Q. And that email account, is that the only email account that's used for the business of Awni Abu Hbda Documentation Services?

A. Yes, sir.

Q. By the way, sir, apart from – apart from you, personally, does any other person work for Awni Abu Hbda Documentation Services; do you have any other employees?

A. I work by myself.

Q. Okay. And, again, just to close off an open spot, you had mentioned before that you perform accounting services of some type; do you recall that?

A. This was in the past, yes.

[124] Q. Okay. And when did you stop providing those services?

A. I don't remember. In the 90's. I don't know.

Q. And, generally, what was the nature of those services?

A. Paying taxes; something like that.

Q. All right.

MR. SINAIKO: Cosette, let's bring up –

Okay. Let's go to Tab 13, please, and let's mark this as our next exhibit. Is this Exhibit 7?

(Whereupon, Tab 13 was marked as Exhibit 7 for identification, as of April 7th, 2021.)

MS. VINCENT: It should be Exhibit 11.

MR. SINAIKO: So, in a letter dated April 5, 2021, from Sara Kropf to myself, and my partner, Ron Wick.

Q. I'll ask you, Mr. Abu Hbda, after you've had a chance to look at the document, have you seen it before?

A. I think. Ask me to look into my records. I'm not sure whether I've seen this document or not.

Q. Okay. But you see that the second [125] sentence of the first paragraph of the letter says, "Mr. Abu Hbda has searched his records for documents in response to your Subpoena"; do you see that?

A. Yes, sir.

Q. And you see that at the top of the page it says, "April 5, 2021"; do you see that?

A. Yes.

Q. Okay. And so I think you had mentioned before that you conducted a search of emails and files; did you do that work, prior to April 5, 2021?

A. Yes.

Q. Okay. And did you conduct any searches for documents after April 5, 2021?

A. I don't know. Maybe yesterday I saw something. I don't remember, to be honest.

Q. Okay. Let's look at the third sentence of the first paragraph of this letter. In this sentence, Ms. Kropf

tells my partner Mr. Wick and me that you did not have any documents responsive to the Subpoena; do you see that, sir?

A. Exactly.

Q. Right. And, in fact, ultimately, you did locate some documents that were responsive to the Subpoena; is that correct, sir?

[126] A. I don't know what you mean by that. I don't know.

Q. There came a time, sir, did there not, where you provided some documents that were produced to the Plaintiffs, pursuant to the Subpoena in this case; isn't that right?

A. One paper, maybe.

Q. Okay. And do you recall how you came to locate that document?

A. I continued searching in the papers I have, so I found this paper.

Q. Okay. Is there any other searching that you feel you could do to locate additional documents responsive to the Plaintiff's Subpoena?

A. If I find something, I will tell my attorney immediately about it, but I don't have anything else.

Q. Right. And how did you – well, let me ask you this.

Before Ms. Kropf sent this letter to my partner, Mr. Wick and me, do you believe that you thoroughly searched your records for documents that might be responsive to the Subpoena?

A. Yes.

[127] Q. And how did you conclude that there might be additional documents you still needed to look for, if you did conclude that?

A. To be honest, I don't know. I just looked, and I searched in the papers, and I saw these papers among the – among the papers.

Q. I see. And what did you do after you saw that piece of paper?

A. I sent – I sent it to my attorney.

Q. And when did you do that, if you remember?

A. Yesterday. Maybe yesterday. I don't know. I think yesterday.

Q. All right.

MR. SINAIKO: Cosette, if we could bring up Tab 15.

MS. VINCENT: Okay.

MR. SINAIKO: And let's mark this as our next Exhibit. Let's – this is going to be Exhibit 8.

(Whereupon, Tab 15 was marked as Exhibit 8 for identification, as of April 7th, 2021.)

MR. SINAIKO: It's a document that has a – the logo at the top and heading that says, "General Delegation PLO United States," and is [128] entitled, "Contract for Notary Public Services." This will be Exhibit 8.

Q. Mr. Abu Hbda, do you have Exhibit 8 in front of you?

A. Yes. Yes.

Q. Okay. All right. And you see that - This is a document – obviously, you've seen before because you supplied it to your attorney who, in turn, supplied it to us recently; is that correct?

A. Yeah.

Q. And where was this document physically located when you found it?

A. One of the drawers.

Q. Okay. Was that a drawer in your office in Paterson, or was that a drawer at home, or where was the drawer located?

A. In Paterson.

Q. Okay. And can you tell us what this document is.

A. This is the contract of the Palestinian Mission. They sent it to me, but I never signed it. I never sent it back to them.

Q. I see. So, this is – you don't –

[129] This is a contract that you never actually entered into?

A. No, no. I – I refused it. I refused.

Q. Well, maybe you could tell me - withdrawn.

How did you come to receive this piece of paper?

A. I don't know. Maybe it's with one of the notarized papers we sent them, they sent with them back to us. I don't remember at all. I don't remember at all how I got it.

Q. Do you recall when you received this piece of paper?

A. Maybe in 2014, around that time.

Q. Okay. And you see there's some handwriting filled into the document in the middle of the first page?

A. Yes.

Q. Whose handwriting is that?

A. This is my handwriting.

Q. Okay. And that's your name, and your business address that – that is written in your handwriting on the first page of Exhibit 8, correct?

A. Correct.

[130] Q. Okay. And this is a piece of paper that was – strike that.

Do you recall ever requesting that this document be sent to you?

A. No.

Q. So, as far as you know, this document was gratuitously sent to you by the General Delegation of the PLO to the United States, correct?

A. Yes.

Q. And I'm going to turn you to Page 3 of the document.

MR. SINAIKO: Cosette, if we could just move over there. Can we zoom in on the name that's in the middle of the page? Do you see what I'm talking about there? Perfect. It's a little hard to read because the quality of the copy is not very high.

Q. This is what we got from your counsel. Do you see there's a name there Maen Areikat; M-A-E-N; A-R-E-I-K-A-T?

A. Yes.

Q. And do you know who that is?

A. He's the Ambassador of the Commission.

Q. Have you ever communicated in, orally or [131] in writing, with that person?

A. I saw him once, and I had a meeting, and I went, and he wasn't – I – it was a session, and he was there, but I've never spoken with him. I've never wrote him anything.

Q. Is that a session of the UN that you personally attended?

A. It's the session of the United Nations. All representative comes. It happens always.

Q. So, are you talking about a General Assembly of the UN meeting, sir?

A. Yeah. Yes.

Q. Was that something that you watched in person or were you present?

A. I went to the one follow-up visit and it was present there.

Q. I see. So, did you actually interact with Maen Areikat, or was it just somebody who you saw?

A. I never spoke or interacted with him.

Q. Okay. So, it was just somebody who you saw at the United Nations during a visit there?

A. Yes, I've only seen him; yes.

Q. And why were you present at the United Nations at that time?

[132] A. All people go to see these sessions, or the meetings. It's – I did it the same as any member of the public.

Q. So, you were present just as a member of the public, correct?

A. Yes.

Q. Apart from the visit to the United Nations where you saw Maen Areikat, have you ever been a member of the United Nations at that time?

A. I take my children and grandchildren often, every two or three years, to show them from the outside the United Nations. So, I take them, my grandchildren, just to show them.

Q. Okay.

MR. SINAIKO: Looking at – let's – let's zoom out again, please, Cosette.

Q. Looking at Exhibit 8, can you point me to any trade secret that's reflected in that document?

THE INTERPRETER: Sorry. Could you repeat the question again? This is the interpreter.

MR. SINAIKO: Certainly.

Q. Looking at Exhibit 8, Mr. Abu Hbda, can you point me to any trade secret in that document?

A. What is it that you're referring to [133] exactly?

Q. Well, let me put it a little differently. Mr. Abu Hbda, do you see any information in this document that you regard as reflecting a secret that you use in your business, secret information that you use in your business?

A. I never signed this document. So, what is the content? What is inside? It doesn't belong to me. It's – it doesn't belong to me. I didn't sign it.

Q. So, would you agree then that this document does not reflect any secret or confidential information concerning your business?

A. This document is not related to me. I don't have any relation whatsoever to this document.

Q. Right. So, my question is, would you agree that this document does not reflect any secret or confidential information concerning your business?

A. I don't understand your question, and I cannot answer this question because it's not related to me.

Q. Okay. So, can we agree that this – that this document does not reflect any information at [134] all about the business that you run, that is Awni Abu Hbda Documentation Services?

A. I don't understand your question, or what you are referring to.

Q. Okay. What I'm trying to understand, Mr. Abu Hbda, is whether this document contains any information about your business, Awni Abu Hbda Documentation Services?

A. Again, this is concerning – this document is regarding documentation services, but I haven't signed it. I didn't sign it, or do anything with it.

Q. When you received this document from – from the PLO General Delegation to the United States, did anybody ask you to keep the document confidential?

A. No. Nobody asked me about that.

Q. And does this document reflect any financial information about you or about Awni Abu Hbda Documentation Services?

A. No.

Q. Okay. And do you regard this document as containing information of a personal nature about anyone else or you?

[135] A. It has my name and my address; that's all.

Q. Right. And do you regard that information – well, withdrawn.

Do you regard that name and business address as personal or intimate information about you?

A. It's a business information.

Q. Okay. But publicly available business information, correct?

A. Maybe.

Q. Well, it's on your Website; isn't it, sir?

A. Yes, that's possible.

Q. With your name and telephone –

It's possible. Should we go back and look at the Website again? Would you like me to look at the Website again, sir?

A. I told you. This is a business information that is available on the Website.

Q. Okay. Perfect. And this document – I'm going to just come back to one or two other things. This document that we've marked as, I think it's Exhibit 8.

MR. SINAIKO: Is it 8? Are we on Exhibit 8, Cosette? I think it is Exhibit 8.

[136] MS. VINCENT: Yeah, it's Exhibit 8.

Q. This document that we marked, Exhibit 8, do you regard this document as containing personal or intimate information about any person?

A. No.

Q. And do you regard this document as containing personal or intimate information about any person?

A. What do you mean by, “personal”? Are you referring to me or any person?

Q. Any person. We already established that the document pertaining to you is the information you make available on your Website. What I’m asking you is, do you regard this document as containing information of a personal or intimate nature of you or any person?

A. I don’t know anything about this document, and I cannot answer anything regarding it.

MR. SINAIKO: Okay. Let’s go to Tab 11, and we’ll mark this as Exhibit 9.

(Whereupon, Tab 11 was marked as Exhibit 9 for identification, as of April 7th, 2021.)

MR. SINAIKO: Can we zoom in just a little bit, Cosette? Just to make it a little more [137] legible. So, this is a document that we obtained from the Internet, from the Website of the permanent observer Palestine to the United Nations of New York. It’s an excerpt from the Website, and I would ask the court reporter to mark it as Deposition Exhibit 9.

Q. Okay. I just have a few questions about this one. Mr. Abu Hbda, do you see that there’s a list of names in the middle of the page here? Let’s zoom in a little bit. It’s testing everybody’s eyes here. It’s hard to see. Can you see that better?

A. Yes.

Q. Okay. Can you see that the first name is Riyadh Mansour?

A. Yes.

Q. And do you know that person?

A. You know.

Q. How do you know that person?

A. I see him in the UN. He comes sometimes for meetings. He participates with people's concerns. If someone dies, if there is a, like some incidents, or if there's a celebration, he comes to celebrate with us involved in the community.

Q. How many times would you say you've met [138] Mr. Mansour?

A. I've never had a special meeting with him in my life. I never sat with him. I see him. I shake hands with him, like other people do.

Q. Okay. Apart from seeing him, and shaking hands with him, have you ever had a substantive communication with him, beyond pleasantries?

A. Maybe we speak when there is a celebration, there is a funeral, there is a wedding, there is a dinner. So, just in general speaking, we don't discuss politics; that's general speaking. He's a public figure. Everybody knows him.

Q. Okay. But your interactions with him, Mr. Abu Hbda – let me withdraw that.

Mr. Abu Hbda, do you have interactions, or have you ever had interactions with Mr. Mansour, other than, you know, of a social nature?

A. No.

Q. Okay. Let's go to the next person Feda Abdelhady-Nasser; do you see that person's name?

A. I don't know.

Q. My question – let me just get a clear question and answer. Do you know Feda Abdelhady-Nasser personally?

[139] A. No.

Q. Have you ever met Feda Abdelhady-Nasser?

A. No.

Q. To your knowledge, have you ever communicated with Feda Abdelhady-Nasser?

A. No.

Q. Okay. The next person down on the list Nadya Rasheed; have you ever seen that, Mr. Abu Hbda?

A. Yes, I see her.

Q. And have you ever met Nadya Rasheed?

A. No.

Q. And have you ever communicated with Nadya Rasheed?

A. No.

Q. Okay. Let's go to the next name on the list Majed Bamya; do you see that name?

A. Yes.

Q. And have you ever Majed Bamya?

A. No.

Q. And to your knowledge, have you ever communicated with Majed Bamya?

A. No.

Q. Let's go to the next name, Abdallah [140] Abushawesh; do you see that name, sir?

A. Yes.

Q. And have you ever met Abdallah Abushawesh?

A. Yes.

Q. You have, right? And who do you understand Abdallah Abushawesh to be?

A. I don't know. He works in the UN, in the Mission. I don't know.

Q. Would you say that you know Abdallah Abushawesh personally?

A. No.

Q. Have you ever communicated with Abdallah Abushawesh?

A. I think I saw him once only in the UN, and I spoke with him once; that's it.

Q. And what was the nature of the conversation, if you remember?

A. "How are you? How is your family? How is your children?"

Q. And were those questions that he was asking of you, or were those questions you were asking of him?

A. We both asked the same questions.

Q. I see. And where did this meeting happen?

[141] A. In the – it's in the UN.

Q. And what was the context for you meeting Abdallah Abushawesh at the UN?

THE INTERPRETER: I'm sorry. Interpreter. Could you repeat the question?

MR. SINAIKO: Sure.

Q. What was the context for you meeting Abdallah Abushawesh at the UN?

A. There was no specific. He was there, and there was some people there, and I saw him.

Q. Okay. And apart from this one communication that you recall, can you recall any other communications with Mr. Abdallah Abushawesh?

A. No.

Q. Okay. Let's go to the next name, Nada Tarbush; do you see that name there, sir?

A. Yes, I do.

Q. Have you ever met Ms. Nada Tarbush?

A. No.

Q. Have you ever communicated with Nada Tarbush?

A. No.

Q. Okay. And let's go to the next name on the list. Can you see Ms. Sahar Abushawesh?

[142] A. Yes.

Q. Okay. And have you ever met Ms. Sahar Abushawesh?

A. No.

Q. Have you ever communicated with Sahar Abushawesh?

A. No.

Q. Okay. Let's go down to the next one; Ms. Sahar Salam; do you see that name Sahar Salam?

A. Yes, I saw the name, yes.

Q. Okay. Have you ever met Sahar Salam?

A. No.

Q. Okay. And have you ever communicated with Ms. Sahar Salam?

A. No.

Q. Okay. And the last name on the list Ms. Nadia Ghannam; do you see that name?

A. I see it, yes.

Q. Okay. And have you ever met Ms. Nadia Ghannam?

A. Her name is not strange to me, but I've never met her in person.

Q. Right. And have you ever communicated with Nadia Ghannam?

[143] A. No.

MR. SINAIKO: Let's move back up to to top of this page. Page – Exhibit 9.

Q. Have you – I guess I'll try to limit the question to at any time during 2020 or 2021, and we could put aside the conversations with Mr. Mansour that you've already told us about, and the other conversations that you've already told us about, you know, in the last couple of minutes.

Putting aside those conversations, do you recall, at any time in 2020 or 2021, having any communication with anybody that you understood to be an employee of, or an agent of, or affiliated with the permanent member of the State of Palestinian Mission in New York?

A. No.

MR. SINAIKO: Alrighty. If we could – I think I'm actually close to finished. If we could go off the record. I probably want 15 minutes to gather my notes, and I

think we're very close to done. Would it be all right if we took a break?

MS. KROPP: If we could do a little shorter than 15 minutes.

(Whereupon, a short recess was taken.)

[144] THE VIDEOGRAPHER: We are now back on the record. The time is 20:30 UTC Time.

Q. Okay. Mr. Abu Hbda, I just have a few more questions for you today. Do you recall, sir, that we were looking at a list of notaries public that was maintained by the PLO General Delegation to the United States, a list that you were on?

A. Yes.

Q. Okay. And are you aware of any other lists of that nature, that is lists of notary publics in the United States that are – that is currently maintained by the Palestinian Authority?

A. I don't have any lists.

Q. No, but were you aware of the existence of any such list?

A. You can ask the Mission in Canada, the Embassy for me. I don't know.

Q. Ah. So, just to come back to the question. Were you aware of the –

Were you aware that that Palestinian Authority maintains any list of notaries in the United States, similar to the one we looked at from the former PLO General Delegation to the United States?

[145] A. You have to ask them themselves about this. For me, I don't know.

Q. You don't know? I'm just trying to know –
I'm just trying to confirm if you're aware of such a thing or not.

A. I don't know. Maybe there is. I don't know about this.

Q. So, you're unaware of any such list, just to be clear?

A. I don't have a list or know, but maybe there is a list with names on it. I don't know.

Q. Okay. And do you know whether any such list is maintained by the Palestinian Liberation Organization?

A. Why don't you go and ask the PLO? Why - how would I know about that?

Q. I'm just asking you, sir, if you could let us know if you're aware of any such ID, I'd be grateful.

A. I don't know. I don't have a list. I know there's people who sign, but I don't have a list. I don't know.

Q. Okay. And the office that you mentioned [146] in Canada to which you send documents when you would like them legalized or certified by the Palestinian Authority, do you know where that office in Canada maintains such a list, just to your knowledge? I'm not asking whether they do or not. I'm asking if you know whether they do or not.

MR. BERGER: I'm going to object to the form as misstating his prior testimony. But, you could answer.

Q. Let me put the question again in a way that will hopefully not draw an objection. The office in Canada that we've been speaking about today; you know what I'm talking about, correct, sir?

A. I know, but I don't know what the Mission, or the office in Canada knows, or keeps, or what they don't know. You could call them and ask them about that.

Q. You're getting ahead of me a little bit. I'm first trying to make a clear record here. The office in Canada, remember we looked at the document that had the red stamp and the blue stamp on it?

A. Yes.

Q. Okay. And you remember that was the [147] document that you sent to an office in Canada, correct?

A. Correct.

Q. Okay. And that office in Canada, were you aware of whether that office in Canada maintains a list of notary publics in the United States who can perform notarial services, and a list that we looked at before to the PLO General Delegation to the United States?

A. I don't know. I know they had my name, but for other names, I don't know.

Q. You know they have your name?

A. They signed my paper, so they know my name.

Q. Got it. Okay. And one further question, are you aware whether the permanent observer to the United Nations maintains a list of notaries public, in the United States similar to the one maintained by the General Delegations PLO to the United States?

A. I don't know anything about the Mission of the UN; I don't know anything about it.

Q. Okay. Were you aware that any time after January 4, 2020, that's January 4 of last year, the Palestinian Authority has referred any customer to

[148] your business Awni Abu Hbda Documentation Services?

A. No. The Authority or the government, they don't send anything to us. They haven't sent anything to us.

Q. Okay. Were you aware whether at any time January 4, 2020, the Palestinian Liberation Organization has referred any customers or clients to your business Awni Abu Hbda Documentation Services?

A. No, they haven't sent anything.

Q. Okay. Are you aware whether this office in Canada that we've been talking about, the one which you sent the document with the red and blue stamp on it, were you aware whether that office, since January 2020, has referred any customers or clients to your business Awni Abu Hbda Documentation Services?

Just looking at the realtime record, I want to be sure that my record reflects my question pertains to any referrals of customers or clients on or after January 4, 2020.

A. No.

Q. Okay. And are you aware whether the Permanent Observer Mission to the United Nations [149] Mission in New York has referred any customers or clients to Awni Abu Hbda Documentation Services on or after January 4, 2020?

A. No, they didn't.

Q. And on or after January 4, 2020, have you been paid any money or given anything of value by the Palestinian Liberation Organization?

A. No.

Q. And on or after January 4, 2020, have you been paid any money, or given anything of value by the Palestinian Liberation Organization?

A. No.

Q. And on or after January 4th, 2020, have you been given any – have you been paid any money or given anything of value by the, you know, by the office in Canada that we referred to before, the one to which you sent the document with the red and the blue stamp?

A. No.

Q. And on or after January 4, 2020, have you been paid any money, or given anything of value by the Permanent Observer Mission to the United Nations in New York City, the one we've been talking about?

A. No.

[150] Q. On or after January 4, 2020, have you entered into any agreements with the Palestinian Authority?

A. No.

Q. On or after January 4, 2020, have you entered into any agreements with the Palestinian Liberation Organization?

A. No.

Q. And on or after January 4, 2020, have you entered into any agreements with the office in Canada that we've been talking about to which you sent the document, the red and the blue stamp?

A. No.

Q. And on or after January 4, 2020, have you entered into any agreements with the Permanent

Observer Mission to the United Nations Mission in New York?

A. No.

Q. By the way, just to clarify, you understand that my questions about the Permanent Observer Mission, you know, the Permanent Observer Mission to the United Nations in New York, that's a reference to the – hang on one second, the – the entity whose Website, you know, we looked at as [151] Exhibit 9; you understand that, correct?

A. Yes, sir.

Q. And apart from seeing Mr. Mansour at the United Nations, or seeing Mr. Mansour at social – on social occasions of the sort that you described, that is to say family events, I suppose it was funerals you mentioned – let me withdraw that.

You mentioned before that you've seen Mr. Mansour at certain types of events outside of the United Nations; do you remember that?

A. Maybe; yes.

Q. Can you just give us a description of the sort of events those were? I know we're going back a little bit, but I just want to try to refresh your recollection.

A. It's from gathering, maybe a wedding, a funeral; it's something – it's not related, and even if it's in New York, it's not in the same area.

Q. Okay. Apart from these social gatherings, are you aware of any other activities that Mr. Mansour engages in here in the United States?

A. How would I know?

Q. Well, have you ever attended, for example, a speech that Mr. Mansour delivered?

[152] A. On TV.

Q. And do you know from where Mr. Mansour delivered the speech that you delivered on TV? Sorry, let me withdraw that.

Do you know where Mr. Mansour delivered the speeches that you saw him deliver on television?

A. How would I know, but most of them are in the UN.

Q. Do you know the locations of any are – that are not in the UN?

A. No, I don't know.

Q. Have you ever seen Mr. – apart from social gatherings, have you ever seen Mr. Mansour in person, other than at the United Nations headquarters?

A. No.

Q. Okay. And turning back to just momentarily – and we could put the list up if we need to – turning back to the list of personnel from Exhibit 9, the list of personnel from the Permanent Observer Mission in New York, have you ever seen – and apart from the social occasions that you mentioned with respect to Mr. Mansour, have you ever seen any of those individuals, other than [153] the individuals from the UN headquarters in New York?

A. No. No.

Q. Okay. Let me go on mute for 30 seconds. I think I'm done. I just want to confirm. Hang on one sec.

MR. SINAIKO: Okay. Mr. Abu Hbda, I have no further questions for you at this time, and I'm

prepared to hand the Witness over to Mr. Berger, if he'd like to examine.

MR. BERGER: Yes. Thank you. And thank you for your patience.

[154] EXAMINATION BY

MR. BERGER:

Q. Mr. Abu Hbda, I won't take very much of your time. My name is Mitchell Berger. I'm one of the lawyers for the Palestinian Liberation Organization, and for the record, have we ever met before.

A. No.

Q. Thank you. I want to take you back to a question that Mr. Sinaiko asked you, and an answers you gave earlier this afternoon. It was at Page 74, starting at Line 1 of the –

MR. SINAIKO: Would you mind if I just – back there? I just need a moment.

MR. BERGER: Go ahead. Let me know when you're – you're at Page 74 line –

MR. SINAIKO: Go ahead. Okie Doke. I'm there.

Q. Okay. So, Mr. Abu Hbda, you were asked this question and you gave this answer. Question, "Sir, have you ever had personal authority to provide certification of a document on behalf of the Palestinian Authority?"

And you gave the answer, "no."

[155] Do you recall being asked that question and being given that answer?

A. Yes.

Q. Okay. I would like to use Mr. Sinaiko's phrasing of, "on behalf of," and ask you two questions, if I may. Is that all right with you?

A. Yes.

Q. Okay. Since January 4, 2020, have you provided any services on behalf of the Palestinian Authority?

MR. SINAIKO: Objection.

A. No.

Q. Since January 4, 2020, have you provided any services on behalf of the Palestinian Liberation Organization?

MR. SINAIKO: Objection.

A. No.

MR. BERGER: That's all I have. Thank you.

MR. SINAIKO: Mr. Abu Hbda, we really appreciate your time today and your patience.

THE VIDEOGRAPHER: We are now –

MR. SINAIKO: Before we go off the record, I had one question to ask of Sara.

[156] MS. KROPF: Yeah.

MR. SINAIKO: So, while we're on the record, in light of Mr. Abu Hbda's testimony today, can we withdraw the Confidential designation on the document that was produced to us? Can you withdraw that designation?

MS. KROPF: You know, let me just double check my client candidly – I put that on because my client – let me talk to him about that and get back to you.

MR. SINAIKO: It seems pretty clear from the testimony that there's no basis for the confidential

designation or run around getting confidential designations withdrawn. I figured I would just ask.

MS. KROPF: Can you send me whatever Protective Order's in place, so I could look at the language?

MR. SINAIKO: Erica, could you take a look at that?

MS. LAI: We could go off the record.

(Continued on next page to accommodate jurat.)

[157] THE VIDEOGRAPHER: Okay. If everyone's ready. We are now off the record. The time is 20:54 UTC Time, and this concludes today's testimony given by Awni Abu Hbda Documentation Services. Thank you, everyone. Thank you, Mr. Abu Hbda.

-o0o-

(Whereupon, the examination of AWNI ABU HBDA was concluded at 4:54 p.m.)

AWNI ABU HBDA

[158] CERTIFICATE

I, AMBRIA IANAZZI, do hereby Certify:

THAT AWNI ABU HBDA was sworn under penalty of perjury by a Notary Public.

THAT the deposition transcript herein is a verbatim record of the testimony given by AWNI ABU HBDA, stenographically record by a Registered Professional Reporter, and Certified Realtime Reporter.

THAT I am not related to any of the Parties to this Action by blood or marriage; and I have no interest, financial or otherwise, in the outcome of the case.

CERTIFICATION DATE: April 12th, 2021.

/s/ Ambria Ianazzi
AMBRIA IANAZZI, RPR, CRR, RCR, CSR

[159] Errata Sheet

NAME OF CASE: SHABTAI SCOTT SHATSKY
-against- PALESTINE LIBERATION ORGANIZATION

DATE OF DEPOSITION: 04/07/2021

NAME OF WITNESS: Awni Abu Hba

Reason Codes:

1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

Page _____ Line _____ Reason _____
From _____ to _____

Page _____ Line _____ Reason _____
From _____ to _____

Page _____ Line _____ Reason _____
From _____ to _____

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EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Civil No.: 8 CIV. 12355 (MKV)

SHABTAI SCOTT SHATSKY, *et al.*,
Plaintiffs,

-against-

THE PALESTINE LIBERATION ORGANIZATION, *et al.*,
Defendants.

DEPOSITION OF
FUAD ATEYEH

Taken on April 8, 2021

[2] I N D E X

WITNESS	EXAMINATION BY	PAGE
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[4] VIDEO-RECORDED REALTIME DEPOSITION of FUAD ATEYEH, held on April 8, 2021, at 12:32 p.m., was sworn before AMBRIA IANAZZI, a Registered Professional Reporter, Certified Realtime Reporter, and Notary Public.

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[6] (CONT'D)

APPEARANCES:

ALSO PRESENT:

COSETTE VINCENT, Cohen & Gresser

ELIZABETH BEZVERKHA, Cohen & Gresser

HADEER AL AMIRI, Interpreter

COREY WAINAINA, Videographer

[7] - o o o -

H A D E E R A L A M I R I,

Called as the interpreter in this matter, was duly sworn by a Notary Public to accurately and faithfully translate the questions propounded to the Awni Abu HBDA from English into Arabic, and the answers given by the Awni Abu HBDA from Arabic into English.

- o o o -

F U A D A T E Y E H,

The WITNESS herein, after having been first duly sworn by a Notary Public, was examined and testified through an interpreter, in Arabic, as follows:

- o o o -

[8] THE VIDEOGRAPHER: Good afternoon. We are now on the record. The Participants should be aware that this proceeding is being recorded, and as such, all

conversations held will be recorded, unless there is a request or agreement to go off the record. This is the remote video-recorded deposition of Fuad Ateyeh. Today is Thursday, April 8th, 2021. The time is now 16:33 UTC Time.

We are here in the matter of Shatsky versus PLO. My name is Corey Wainaina. I am the Remote video technician on behalf of U.S. Legal Support located at 90 Broad Street, New York, New York. I'm not related to any Party in this Action, nor am I financially interested in the outcome.

At this time, will the reporter Ambria Ianazzi on behalf of U.S. Legal Support please enter the statement for remote proceedings into the record.

MR. WICK: Before we begin, just one housekeeping measure, I would ask, as we are here remotely during the COVID-19 Pandemic, that Counsel confirm that we're stipulating, pursuant to Rule 29 to the Federal Rules of Civil Procedure [9] that today's deposition may be taken by videoconference, as we're proceeding, and that it may be taken before Ms. Ianazzi, who I understand is in New York, and the rest of us are scattered in different locations; do Counsel agree?

MR. BERGER: For the Defendants, yes.

MR. PAIK: For the deponent, yes.

MR. WICK: Thank you.

[10] F. ATEYEH

EXAMINATION BY

MR. WICK:

Q. Good morning, Mr. Ateyeh. Thank you for coming today.

A. Good morning, sir.

Q. My name is Ron Wick. I'm with the law firm of Cohen & Gresser, and I will be asking you some questions today. Let me begin by asking you, have you ever had your deposition taken before?

A. Yes.

Q. On how many occasions?

A. Twice.

Q. Great. We may come back to that, but let me just go over the process with you. As a reminder, the court reporter will be transcribing everything we say today. To make sure that the record is accurate, and especially since we're proceeding by videoconference, it is important that you and I, and the other counsel, and our interpreter, not speak over each other, so that only one person speaks at a time, and I would wait – excuse me.

So, I would ask that you wait until I finish my questions before you start to answer, and [11] I will, in turn, try to wait until you finish before I ask another question.

And it is also important, given that we do have a court reporter taking down everything that we say, for you to respond to questions verbally. For example, nodding your head is something that can't be transcribed.

And if you don't understand one of my questions, please let me know, and I will try and rephrase it for you. If you do answer a question, I will assume that you understood it; okay?

Your counsel and other counsel here may object to my questions. Unless your counsel instructs you not to

answer a question, you should go ahead and answer my question, even though there was an objection; is that understood?

And lastly, I hope we won't be going for too long today, but we may take periodic breaks during the deposition. If you need a break at any time, please let your attorney know, or let me know, and we'll do our best to accommodate your request.

My one request is that if I've asked you a question, I would ask that you answer the question before we take the break; is that all right?

[12] A. Okay.

Q. Mr. Ateyeh, are you aware of any reason why you cannot answer my questions today fully and accurately?

A. No.

Q. All right. I note that you asked for an interpreter today. Mr. Ateyeh, are you fluent in Arabic?

A. Yes.

Q. And are you also fluent in English? How long have you lived in the United States?

A. So –

THE INTERPRETER: This is interpreter. I want to instruct him in Arabic, also, for his answers to be in Arabic, also, instead of English.

A. Fifty-two years.

Q. All right. And when you conduct business, typically, which language do you use?

A. English.

Q. I'm going to be showing you some documents during the deposition. We'll be putting them on the screen, and we will show you as much of the document as you need to see. If there's something else in the document you would like to see, you and your [13] counsel could just let us know, and we'll be happy to move the document around and show you whatever it is. And I'm going to do that now.

MR. WICK: And could we put up Tab 3, please.

MS. VINCENT: Yes.

(Whereupon, Tab 3 was marked as Exhibit 1 for identification, as of April 8th, 2021.)

Q. Can you see that, Mr. Ateyeh? What we're showing you right now is a copy of a Subpoena from a Court that's commanding you to appear at a deposition today. Go ahead.

Have you received a copy of the Subpoena?

Mr. Ateyeh, because you've requested an interpreter, and he's translating my questions in Arabic, you need to answer in Arabic, and have him translated back to me.

Q. And to be clear, do you understand, Mr. Ateyeh?

A. Yes.

Q. Okay.

THE INTERPRETER: This is interpreter. I asked him if he received a copy of the Subpoena and the answer was yes.

[14] Q. All right. And is it your understanding that you are testifying today pursuant to the Subpoena?

A. Yes.

Q. Did you do anything to prepare for your deposition today?

A. Yes.

Q. What did you do?

MR. PAIK: So, we're not talking about meeting with the lawyer, or anything that Mr. Ateyeh and I spoke about.

Q. Other than speaking with your lawyer, Mr. Ateyeh, what did you do to prepare for your deposition today?

A. I was asked to search or look for some papers, and I was trying to locate them and give them to my attorney.

Q. Okay. Did you meet with anybody, or discuss your deposition, or your testimony today with anybody other than your attorney?

A. Yes.

Q. Who else did you meet with?

A. With my wife.

Q. Anyone other than your wife?

[15] A. No.

Q. And prior to your deposition today, have you ever had any communications with the counsel for the Defendants, who is here today, Mr. Mitch Berger?

A. No.

Q. And have you ever had any communications with Mr. Berger's colleague Gassan Baloul?

A. No.

Q. And have you ever had any communications with anybody else at the Defendant's law firm of Squire, Patton, Boggs?

A. No.

Q. And your attorney, Mr. Paik, did you know Mr. Paik before you received the Subpoena?

A. No.

Q. And how did you get in contact with Mr. Paik?

MR. PAIK: I'm sorry, can you answer in Arabic, please?

A. A family friend recommended him.

Q. And is anyone, other than you, paying his legal bills for this matter?

MR. PAIK: Objection.

Can I object first, or do you want to [16] interpret it first?

THE INTERPRETER: I will interpret it.

MR. PAIK: Okay. I'm going to object, and on attorney-client privilege grounds, and instruct the Witness not to answer.

MR. WICK: On attorney-client privilege grounds?

MR. PAIK: Yes.

MR. WICK: Who paying his bills?

MR. PAIK: I mean, you could do whatever you feel is appropriate. That's the objection, and that's the instruction. I would also add that it's not relevant. I don't see how he's paying his fees is relevant to, or makes the – somehow objects – the Palestinian Authority to – in the United States.

MR. WICK: Well, I appreciate that. Of course, relevance is not a basis to object. I'll ask a different question.

Q. Is the Palestinian Authority paying your legal bills in connection with this matter?

MR. PAIK: Go ahead. I'm sorry. Okay.

Same objection, same instruction.

Q. And are you going to follow your [17] attorney's instruction, Mr. Ateyeh?

A. Yes.

Q. And is anyone from the Palestinian Liberation Authority – correction.

Is the Palestinian Liberation Organization paying your legal bills in connection with this matter?

MR. PAIK: Okay. Objection – same objection, same instruction.

Q. And Mr. Ateyeh, are you going to follow your attorney's instruction not to answer my question?

A. Yes.

Q. Mr. Ateyeh, you, I believe, testified a moment ago that you have had your deposition taken on two previous occasions; is that correct?

A. Yes, sir.

Q. Let's start with the most recent one. When was that?

A. 2012, I think.

Q. And what type of case was that in connection with?

MR. PAIK: Use the interpreter, please.

A. One of the tenants who was renting claimed [18] that – there was a fire, and she claimed that she was affected by that fire, and she filed a claim against me for personal injury.

Q. She was a residential tenant of yours?

A. Yes, sir.

Q. And what about the other occasion in which you were deposed; when was that?

A. Maybe 2005.

Q. And what type of case was that?

A. One person lended money for me, asked me for money. I lent him money. He never gave it back to me, so I sued him.

Q. You were recovering on a personal loan?

MR. PAIK: Excuse me, I'm going to object as to outside the basis of reasonable scope for the jurisdiction of discovery. You've got your answer for the basis of the deposition; would you move on?

Q. You could answer, Mr. Ateyeh.

A. Was the question; did I get my money or not?

Q. No. I just wanted to clarify that the nature of the case was you were seeking to recover on a personal loan?

[19] A. Yes.

Q. And have you ever testified in court?

A. Yes. Yes.

Q. On how many occasions?

A. I think once.

Q. And was it in either of the two cases that you just discussed?

THE INTERPRETER: This is interpreter. He's asking me to repeat the question. I will.

A. Are you referring to the case where I lent someone money, and I filed a claim against him?

Q. All right. So, that was the same case where you had your deposition taken, and – in, approximately, 2005?

A. Yes.

Q. Great.

MR. WICK: And to make it easier, Elizabeth, I think we could take that document down. Thank you.

Q. Mr. Ateyeh, are you a licensed notary public?

A. Yes.

Q. Where are you licensed?

A. In the State of California.

[20] Q. Are you licensed in any other jurisdictions?

A. No.

Q. And do you offer your notary public services individually or through one of your businesses?

MR. PAIK: Objection, it assumes he has businesses.

Q. You can answer, if you understand the question.

A. I don't know what is the difference. I have a business, and I do the notarization. I don't know what is the connection.

Q. Is your business – strike that.

What's the name of your business?

A. Fred's Liquor.

Q. I'm sorry, Fred's Liquor?

A. Liquor.

Q. And that business sells liquor?

A. Yes.

Q. And Fred's Liquor also offers notary public services?

A. No.

Q. Okay. Do you have a business that offers [21] notary public services?

A. No.

Q. But you offer notary public services yourself?

A. Yes.

Q. Do you have any other notary publics that work for you?

A. No.

Q. And for what types of clients do you particularly – that's not a good question. Let me try to rephrase that.

Are your notary services primarily used by individuals, as opposed to companies, or organizations?

A. Whomever calls me, I notarize it for him.

Q. Are there particular types of documents that you hold yourself out as a specialty of yours in notarizing?

A. No.

Q. Are there particular types of clients that you advertise your services to?

MR. PAIK: Objection, assumes he advertises.

Q. You may answer.

[22] A. I do not advertise. I'm sorry for that.

Q. Approximately, how many documents do you notarize per year?

A. I cannot tell you the exact number, but maybe 30, 20; I don't know exactly.

Q. Is it fair to say that your notary services are not a significant portion of your income?

A. I want to explain to you that this service, I do it as a favor for the community, other than to gain money for it.

Q. Do you charge for your notary services?

A. Yes.

Q. And, approximately, what percent of your notary clients would you say are Palestinian American?

A. A high percentage, most of them.

Q. All right. And do you have notary clients outside of the United States?

A. No.

MR. PAIK: Objection, ambiguous.

MR. WICK: I'll rephrase it.

Q. Do you have notary clients who reside outside of the United States?

[23] A. No.

Q. Is the Palestinian Authority a client of yours?

A. No.

Q. Is the Palestinian Liberation Organization a client of yours?

A. No.

Q. And just for shorthand, during the deposition, I will use the acronym, "PLO," to refer to the Palestinian Liberation Organization; is that okay?

A. Yes.

Q. To the best of your knowledge, does anybody who works for the Palestinian Authority – excuse me.

To the best of your knowledge, is anyone who works for the Palestinian Authority a client of yours?

A. No.

Q. And to the best of your knowledge, is anybody who works for the PLO a client of yours?

A. No.

Q. And to the best of your knowledge, is anybody who works at the Palestinian United Nations [24] Mission a client of yours?

A. No.

Q. Have you ever provided any notary services for the Palestinian Authority?

A. No.

Q. Have you ever provided any notary services for the PLO?

A. No.

Q. And have you ever provided any notary services for anyone that you knew to be an official or an employee of either the Palestinian Authority or the PLO?

A. No.

Q. Have you ever provided any consular services for the Palestinian Authority or the PLO?

MR. PAIK: Object to the form of the question. It's ambiguous. I don't know what you mean by, "consular services."

MR. BERGER: I join in that objection.

MR. WICK: Please go ahead and interpret the question, and I would like an answer.

A. No.

Q. In providing your notary services, do you have occasion to notarize or certify any official [25] documents of either the Palestinian Authority or the PLO?

A. No.

Q. Do you have occasion to notarize or certify documents for use in Palestinian legal proceedings?

MR. PAIK: Objection. Sorry. Go ahead.

MR. BERGER: Objection, compound question.

Q. You may answer.

A. I don't understand exactly what you are referring to.

Q. Have you ever had occasion to – let me strike that.

Are you occasionally asked to notarize a document that is intended to be used in a – in a legal proceeding in Palestinian?

A. No.

Q. Give me just a moment, please.

Do you have any agreement with the Palestinian Authority who provide any services in the United States?

MR. PAIK: Objection; indifferent as to time.

MR. WICK: To be clear, I'll rephrase the [26] question.

Q. Do you currently have any agreement with the Palestinian Authority to be able to provide services in the United States?

A. No.

Q. Have you ever had such an agreement?

A. What agreement exactly are you referring to?

Q. Have you ever had any agreement of any kind with the Palestinian Authority to provide services to individuals in the United States?

MR. PAIK: Objection. Services of any kind?

MR. WICK: Correct.

A. No, I don't have any agreement.

Q. Have you ever had any agreement with the Palestinian Authority to provide services in the United States?

A. No, but I didn't even understand; what do you mean by, "the agreement"?

Q. Do you understand what an agreement is?

A. Yes.

Q. Okay. I'm asking about whether you've ever had an agreement of any kind with the [27] Palestinian Authority that have to do with you providing services in the United States?

A. No.

Q. Same question for the PLO. Have you ever had an agreement with the PLO to provide any kind of services in the United States?

A. No.

Q. And do you hold any licenses that have been granted by the Palestinian Authority?

A. No.

Q. Do you hold any licenses that have been granted by the PLO?

A. No.

Q. Are you aware that the PLO used to have an office in Washington, D.C.?

A. Yes.

Q. And do you know what happened to that office?

A. Yes.

Q. What's your understanding of what happened to that office?

MR. PAIK: In Arabic, please.

A. I understand it's closed now. The office is closed now.

[28] Q. And do you have an understanding that the Washington, D.C. office of the PLO used to provide services that could be characterized as consular services?

MR. PAIK: Objection, lacks foundation. If the Witness even understands what consular services are.

MR. WICK: Let me stop real quick for a second because I realized I forgot to do something very

important, which is plug my laptop in, and it's about to die.

THE VIDEOGRAPHER: Do you want to go off the record?

MR. WICK: Okay. Yes. Could we go off the record for a minute, please.

THE VIDEOGRAPHER: Okay. We are now off the record. The time is 17:14 UTC Time. (Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the record. The time is 17:16 UTC Time.

MR. WICK: Thank you.

Q. And before I was interrupted, Mr. Ateyeh, there was an objection to my question, so I'm going to ask you a different one. Were you aware of any [29] services that the PLO D.C. offices provided, before it closed?

A. I don't know.

Q. All right. Do you know what the D.C. office did?

A. I don't know.

Q. Do you have any understanding as to whether the D.C. office certified documents for use in certain legal proceedings?

MR. PAIK: Objection, asked and answered.

Q. Please answer the question.

A. Let me answer. Maybe it's not straight answer, but I don't know what they do exactly in that office. The only thing I know is that I send them the authorization, and they sign it, and send it back; this is what I know.

Q. What authorization would you send them?

A. I send them – because they sign it. I don't know what they do it with, but they sign it.

Q. Why would you have occasion to send papers to the PLO's D.C. office?

THE INTERPRETER: I'm sorry.

MR. PAIK: Objection. Can he have a time-period?

[30] MR. WICK: I'm working off the Witness's answer, but if you'd like to clarify, certainly. Let's step back.

Q. On occasion, you would send papers to the D.C. – to the PLO's D.C. office, correct?

A. Yes. To be specific, the authorization I do; yes.

Q. And over what –

MR. BERGER: Excuse me, we have an objection to the translation. Our translator says the word he is using is, "Power of Attorney," not authorization.

MR. WICK: Okay.

Q. The papers that you're describing, without characterizing them, over what time-period would you send papers to the PLO's Washington, D.C. office?

A. I didn't understand the question to answer it correctly. So, when you say, "timeframe," do you mean how long for these documents to take, or what do you mean by, "timeframe," exactly?

Q. I mean the dates on which you would have occasion to interact with the PLO's D.C. office; from what year to what year, approximately?

A. From 2012 up until they closed.

[31] Q. I'm sorry, from 2012 until?

A. Until the office was closed.

Q. Okay. Thank you. And since we seem to have a disagreement about what these papers were called, can you describe them for me, please?

A. So, the Power – the papers that I service are Power of Attorneys that we sign and send to the attorneys, and there's two types of Power of Attorneys; there's the general Power of Attorney, and the specific one for selling property, or selling a land.

Q. And why would you send Powers of Attorney to the – to the PLO's Washington, D.C. office?

A. They either come to me to sign the deal or go directly. They are to sign it, so I help the – the community to sign it.

Q. So, this is a – are these documents that you would notarize for one of your clients?

A. Yes.

Q. Okay. And why would you – after you've notarized a Power of – strike that.

So, you would notarize a Power of Attorney for one of your clients, correct?

A. Yes.

[32] Q. And why would the PLO's Washington, D.C. office need that document, after you had notarized it?

MR. PAIK: Objection, calls for speculation. And, also, objection, assumes facts not in evidence.

Q. You may answer. Please answer in Arabic.

A. So, first of all, the question is not clear. Secondly, I'm just a notary public. I have already notarized – I

notarize the papers, the Power of Attorneys, but I don't have any authority to sign on their behalf.

Q. I understand. There's a process here that I'm not understanding, and I'm hoping you can save a little bit of time. If you could explain it, what the connection is between your client and you, and the PLO's Washington, D.C. office. So, if I understand it –

THE INTERPRETER: Sorry. Continue.

Q. And so my question is, why did you send documents that you had notarized to the PLO, rather than just giving them back to your client?

A. Now, your question is slightly more – to answer it. So, the customer comes, and they sign, [33] and I notarize the document, and either I take their document, or Power of Attorney, and take it themselves to the office in Washington, D.C., or I take it myself, and send it, and get it back.

About 50 percent of the Power of Attorney, the individuals take it themselves, and I never see them again, and the other part, I send it to the office, and they send it back to me. I hope that this answers your question.

Q. I'm starting to understand. So, why would –

You said that for about 50 percent you would send the document to the PLO, and they would send it back to you. Would the PLO do something with that document before sending it back?

MR. BERGER: Objection, this is

Mr. Berger. I'm identifying myself because the record has me down as Mr. Paik. I object to the ambiguity of the question. You should be – PLO, it should be clear

on the record, the PLO Mission of the United States, not the PLO elsewhere.

MR. WICK: I am referring to the PLO's Washington, D.C. office, which I understood to be an office of the PLO, but if that creates an [34] ambiguity, I'm happy to refer to it as the Washington, D.C. office. The Witness may answer.

THE INTERPRETER: Could you please read the question again, if you don't mind.

MR. WICK: I'll re-ask the question.

Q. You referred a moment ago to sending documents to the PLO's Washington, D.C. office, and then sending the document back to you.

My question is, what would the PLO's Washington, D.C. office do with that document, before sending it back to you?

A. Yes, I know they stamp it with the Embassy's stamp, and they send it back to me, and I give it back to the client.

Q. Okay. And does that stamp convey some sort of authorization or approval from the PLO?

MR. PAIK: Objection, calls for speculation.

MR. WICK: The Witness may answer.

MR. PAIK: Objection. This is Paik. I think that also calls for a legal conclusion, what the Witness –

Q. Mr. Ateyeh, you may answer.

A. When they sign it and send it back to us, [35] it becomes a valid document for us.

Q. Okay. And when you say, "a valid document," is it your understanding that it's a valid document under Palestinian law?

MR. BERGER: Objection, calls for a legal conclusion. This is – calls for a legal conclusion.

Objection, this is also Berger. It's leading, and this is a non-party witness.

Q. You may answer.

A. I don't know what happens to this document after I receive it. I give it to them, and I don't know what happens to it.

Q. I understand. What did you mean when you said, "it becomes a valid document after it's stamped"?

A. My clients send it to the authorize person in Palestinian to use it.

Q. Okay. So, the documents that you would send to be stamped by the PLO's Washington, D.C. office were typically documents that your clients intended to send to Palestine for use there?

A. Yes.

Q. Okay. And based on the practice that [36] you've just described, is it your understanding that stamping documents, or attesting to documents for use in Palestine was a service that was provided by the PLO's Washington, D.C. office?

A. Yes.

Q. Okay. Are you aware of any other services that the PLO's Washington, D.C. office offered? \

A. No.

Q. Do you have any awareness of whether the PLO's Washington, D.C. office offered notary services?

A. Yes.

Q. And to be clear, is it your understanding that the PLO's Washington, D.C. office offered notary services?

A. Yes.

Q. Okay. And to your knowledge, did the PLO's Washington, D.C. office enter into contracts with individual notaries to offer notary services?

A. I don't know.

Q. To your knowledge, did the PLO's Washington, D.C. office ever refer individuals to you, or recommend that they get documents certified by you?

[37] A. I don't know who sends the clients. I don't know.

Q. So, to be clear, you're not aware of the PLO's Washington, D.C. office ever recommending or referring a client to you?

MR. PAIK: Objection, asked and answered. You may answer.

A. Let me clear the picture more. When a client comes to me, I want – I don't ask the client, "who sent you? Where did you come from?"

Q. I understand that you don't ask the client. My question is a little bit different, but it's a direct question.

Do you have any knowledge or awareness that the Washington, D.C. of the PLO ever recommended or referred a client to you?

MR. PAIK: Objection, asked and answered.

A. Again, I will answer you again. Really, I don't know.

Q. Okay. And do you have any awareness or knowledge that the Palestinian Authority ever recommended or referred a client to you?

A. No.

Q. Okay.

[38] MR. WICK: Elizabeth, could we go to Tab D, please, or Tab 4. Excuse me.

MS. BEZVERKHA: Sorry. Just a moment.

MR. PAIK: Sorry. Do you mind if we take a break while – I think we’ve been going for more than an hour.

MR. WICK: That’s fine with me.

THE VIDEOGRAPHER: Okay. We are now off the record. The time is 17:39 UTC Time.

(Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the record. The time is 17:51 UTC.

MR. WICK: Thank you.

Q. Mr. Ateyeh, I was about to show you a document, but before I do so, maybe I’ll just – to avoid it, are you aware of having been – ever having your name or contact information on a website affiliated with the PLO regarding your notary services?

A. Yes, from the clients.

Q. I don’t understand your answer. What do you mean by, “from the clients”?

A. Yes, when a client comes to me, he tells me that he got my name and contact from the Website.

[39] Q. Okay. And do you understand that Website to be a Website of the PLO?

A. It's not the PLO.

Q. Okay. Let's look at Tab 4.

A. Okay.

Q. We're going to show you a document. Mr. Ateyeh, this is a printout from a Website. You'll see at the – at the top of the Website, it says, "PLO General Delegation to the United States."

(Whereupon, Tab 4 was marked as Exhibit 2 for identification, as of April 8th, 2021.)

MR. WICK: Can you zoom in a little bit on that, so we could see the heading, and can we zoom in on that?

Q. There we go. You see the heading, "PLO General Delegation to the United States"?

A. Yes.

Q. Okay. And to – to not mislead, this is not a current web page.

MR. WICK: Elizabeth, can you scroll down to the bottom of the page. A little more. All the way to the bottom. There we go.

Q. You'll see the date at the very bottom, it's timestamped March 18th, 2019; do you see that?
[40] Yes; do you see that?

A. Yes.

Q. All right. If we go back up to the first page, you'll see that there's a section in the middle of the page called, "notary publics"; do you see that?

A. Yes, sir.

Q. Okay.

MR. WICK: And Elizabeth, could you scroll down? It's going to be about seven or eight pages to that section. It's going to be several pages down.

Q. And while she is scrolling, I'm going to ask you, Mr. Ateyeh, are you familiar with that Website?

A. No.

Q. Okay. All right. So, this page is from the Notary Public section of that Website, and you will see that there is a list of tabs associated with various cities; do you see that?

A. It's not clear.

Q. You mean the document isn't clear? You can't read it clearly?

A. I can't see it even. I don't know. Now I [41] can see it.

Q. Okay. Do you see your name listed on the page?

A. Yes.

Q. All right. Do you know how you came – how your name came to be listed on this page?

A. First of all, I haven't seen this page my whole life. Second thing, I am a well-known and trusted person in the community.

MR. PAIK: This is Paik. Can I move to strike everything after, "second"?

MR. WICK: I'm sorry?

MR. PAIK: Move to strike everything after, "second," as nonresponsive.

MR. WICK: You're certainly free to state your motion for the record.

MR. PAIK: What? Sorry, I didn't catch that. The second part of the answer wasn't responsive to the question, so I just move to strike it.

MR. WICK: And your motion is noted.

Q. So, I'm going to ask the question again. Mr. Ateyeh, do you know how your name came to be listed on this page?

[42] A. I have been doing the Notary Public through the State of California for ten years, and I expect for it to be popular among people.

Q. Do you know who put your name on the page?

A. No, and I've never seen this page.

Q. Did anyone at the PLO or the Palestinian Authority ever ask you for permission to list you as a Notary Public on their Website?

A. No.

Q. And I want to be clear on this, although I've asked you similar questions before; have you ever had any financial or business arrangement with the Washington, D.C. office of the PLO?

Since the Washington, D.C. office closed, do you know whether the Palestinian Authority, or PLO has established a list of recommended Notary Publics in the United States?

A. I know there is a list of names available and my name is one of them.

Q. Do you know where a person could find that list?

A. You know, I've never seen this myself.

Q. How do you know that your name is on it?

A. The people tell me that.

[43] Q. Which people?

A. The clients who comes to sign their papers.

Q. To your knowledge, do some of these clients find out about you and your services from that list?

A. Very few of them, but most of them, most of the clients knows that I'm a Notary Public in San Francisco.

Q. Have you ever had a conversation with anybody at the Palestinian Authority or the PLO about having your name on that list?

A. No.

Q. And have you ever received any compensation from the Palestinian Authority or for the PLO for being on that list?

A. No.

Q. And have you ever received any compensation from the Palestinian Authority or the PLO for any notary services that you have performed pursuant to your being on that list?

A. No.

Q. Has anyone ever contacted you to ask that you notarize a document on behalf of the Palestinian [44] Authority or the PLO?

A. No.

Q. You described a little while ago a process by which you notarize documents for use in Palestine. Do you also notarize documents for other purposes, or have all of the documents you've notarized been for use in Palestine?

MR. PAIK: Object to the portion of the question, to the extent it attempts to summarize parts of the answer.

MR. WICK: You may answer.

A. So, I'm a Notary Public in the State of California, and my office is open to any person who comes to notarize their document. Yes, high percentages from Palestine, but not all of my customers or clients are Palestinians.

Q. I'm going to ask you to estimate, during the last 12 months, approximately, what percentage of the documents that you have notarized were documents that were notarized for use in Palestine?

A. Most of them.

Q. More than 75 percent?

A. Yes.

Q. More than 90 percent?

[45] A. I don't know – I cannot – I don't know.

MR. WICK: Elizabeth, could we take this down and put up Tab 9, please.

(Whereupon, Tab 9 was marked as Exhibit 3 for identification, as of April 8th, 2021.)

MR. WICK: Great.

Q. Mr. Ateyeh, I am showing you a document that you produced to us, as well as a Certified English translation of that document that we've had done. This is – the first page is labeled FA001-T, which is the first page of the English translation, but lets just scroll through the pages very quick.

MR. WICK: Elizabeth. So, that everybody could see the full document, slow down. Go back to the – that's FA002-T, which is the second page of the English translation, and then after that, we have the translator Certification, keep going, and then below that, we have the original document that you produced to us, Bates stamped FA001 and the last page, I believe, is FA002.

Q. Mr. Ateyeh, at least with respect to the last two pages of this documents, do you recognize the document as a document that you produced to us?

A. Yes.

[46] Q. And could you please describe what this document is.

A. So, this is a Power of Attorney specific that cannot be changed, meaning that this Power of Attorney can only be used specifically to sell a land.

MR. WICK: Okay. And I actually stop, and ask a process question now, because I realize we have not talked about marking these exhibits, and I ask Ms. Ianazzi, what's your procedure for that? Do we send these? Okay. Thank you.

Q. And this is a document, Mr. Ateyeh, that you notarized, correct?

A. Yes.

Q. In fact, that is your seal in the bottom right-hand corner of the page numbered FA002, correct?

A. Yes.

Q. And can you describe the seals in the lower left-hand corner; what are those?

A. There are three seals. Which one are you referring to?

Q. Well, I see two seals. Let me step back here. Let's start with the – the large rectangle, [47] which is the top of the seals, right next to the redacted box; do you see that?

A. Yes.

Q. All right. And can you describe what seal that is?

A. Can you enlarge it more, so that I will be able to view it better?

MR. WICK: Can you do that, Elizabeth?

A. I can see it now better.

Q. Great. Can you explain what that seal is?

A. It said that the Special Palestinian Mission in Mexico are not responsible for the content of this document, but we organize, and we did the seal, and the stamp of the Notary Public, Mr. Fuad Ateyeh.

Q. And I see the name of, "Riyad Alhalabi," on the page; do you see that?

A. Yes.

Q. And do you know who that is?

A. Over the phone.

Q. I'm sorry?

A. I know him over the phone.

Q. Okay. Who is he?

A. He is the person who is responsible for [48] signing the Power of Attorney.

Q. And was he affiliated with the Palestinian Authority or the PLO?

A. I know that he works in the Embassy. What is his rank, what is his duty, I don't know.

Q. And by the Embassy, are you referring to the Palestinian Embassy in Mexico?

A. Yes, sir.

Q. And so did you send this document to him after you notarized it?

A. Yes, sir.

Q. And he then returned it to you with a stamp?

A. Yes, sir.

Q. It'll be just a moment, please. I'm trying to make this go as quickly as I can. Okay.

MR. WICK: Could we go to Tab 10, please.

(Whereupon, Tab 10 was marked as Exhibit 4 for identification, as of April 8th, 2021.)

Q. And, again, we'll just look through this quickly. This is similar to what we just looked at add at in the – an English translation of the document, similar to the document produced. It's - if we'll just walk through it quickly. If we could [49] go to the first page, please.

Again, English translation that we numbered FA0013-T. The next page, the translator Certification coversheet, and then the Certification follows that, and then the page after that has a coversheet titled, "Original," then we have a document Bates numbered FA0013 that came from your production, Mr. Ateyeh, and I would ask again, do you recognize this page, FA0013, as a copy of a document you produced to us?

A. Yes.

Q. And is this another example of a Power of Attorney that you notarized for a client?

A. Yes.

Q. Okay. Let's see. And can you tell from the document when you notarized the document?

MR. WICK: Can you scroll up, please, Elizabeth, or scroll down, actually, to the bottom of the page.

Actually, the date appears to be cut off of the page. Do any of the other Seals on the page give you an indication of when this occurred, of when you notarized the document?

A. Yes.

[50] Q. And what do the other Seals tell you about when this occurred?

A. I think it's August 18, 2020.

Q. Okay. And that's the date of Mr. Alhalabi's seal, correct?

A. No, it was sealed or stamped after two weeks, on August 31st.

Q. Okay. And so you would have notarized it about two weeks before that?

A. Correct.

Q. And is this another example of a document that you notarized and sent to the Palestinian Embassy in Mexico?

A. Yes.

Q. And were you in the United States when you notarized this document?

A. Yes.

Q. Approximately, how many documents in the last year have you notarized and sent to Palestinian embassies outside the United States?

MR. PAIK: Object to the form of the question; assumes facts not in evidence to the use of the word plural.

A. It's very hard to estimate. I don't know [51] exactly how many.

Q. Do you think it's more than ten?

A. Definitely; yes.

Q. Do you think it's more than 20?

A. I don't think so.

Q. Okay. And have you notarized and sent any documents in the last year to Palestinian embassies in countries – in Mexico?

A. From which date to which date?

Q. What is today? April 8th, 2020, to April 8th, 2021?

A. Yes.

Q. Which other countries have you sent – excuse. Me. Which other Palestinian embassies have you sent such documents to?

A. Canada.

Q. In any other embassies, besides Canada and Mexico, during that timeframe?

A. No.

Q. And if I take that time-period back a little bit further to January 4th of 2020, would your answer change?

A. I don't – I really don't know.

[52] Q. Okay. Since January 4th of 2020, have you notarized any documents, and sent them to the Palestinian United Nations Mission in the United States?

A. No.

Q. Have you notarized any documents and sent them to any office of the Palestinian Authority or the PLO in the United States?

A. No.

MR. WICK: Can we go to Tab 8, please.

(Whereupon, Tab 8 was marked as Exhibit 5 for identification, as of April 8th, 2021.)

Q. So, Tab 8, Mr. Ateyeh is three pages from your production to us that we just received, I believe the day before yesterday.

MR. WICK: And, again, if we could, Elizabeth, if you could scroll through, I believe the first three pages are translated pages labeled FA0131 – excuse me. Slow down. Go back to the first Page 3, FA0130-T. The second is an English translation, FA0131-T. Next page. Next one is a – is a translation page labeled FA0132-T. Next page, then the next page.

We have our translation Certification and [53] the next page, we – one more page down. We have from your production a page labeled FA – excuse me, 0131, then the next page FA0131, and the page after that, FA0132.

So, if we could scroll up to two pages up to FA0130.

Q. And I would ask you, Mr. Ateyeh, if you recognize this document?

A. Yes.

Q. What is it?

MR. WICK: I need you to answer in Arabic, please.

A. So, when we send the Power of Attorney to the Embassy of the lands, or the – of lands, I put their email on it, and my email, and a copy of the Power of Attorney, and I send it to them.

Q. Let me ask it this way. This is an email sent by you, correct?

A. Yes.

Q. And, I'm sorry, and you sent it to an email address, "palus@mfae.gov.ps," correct?

A. Yes.

Q. Whose email is that?

A. It's either Department of Land, or it's [54] the division where they notarize the Power of Attorneys.

MR. PAIK: Well, don't guess. If you know, but don't guess.

Q. Is it your understanding that the email address belongs to some office of the Palestinian Authority or the PLO?

A. What I know is it belongs to one of the Palestinian departments.

Q. And did you send this email to this address because one of your notary clients asked you to do so?

A. Yes.

Q. And this email is dated February 3rd, 2021, correct?

A. Yes.

Q. And this email had an attachment to it, correct?

A. Yes.

Q. Do you know what the attachment was?

A. It's a Power of Attorney, specific Power of Attorney that cannot be used for our purposes.

Q. And was that attachment produced to us as part of your earlier production?

[55] THE INTERPRETER: I'm sorry, I'll ask him to –

A. Of course. I have sent it to you.

Q. Okay. And there is a portion of the subject line of the email that has been redacted or blacked out; why was that done?

MR. PAIK: Well, can I answer that, or –

I mean, we are the ones that did the redaction. It's just redacted personal information, identified first as I stated in the letter I sent to you.

MR. WICK: Okay.

Q. Let's go to the next page. The next page is FA0131, and it appears to be an email from you to the email address, "palus@mofa.pna.ps," dated September 11th, 2020, correct?

A. Yes, sir.

Q. And who did you send this document to?

A. It's the same email, but I usually send documents to it. The email for the Department of Lands.

Q. And is this another situation where you notarized a Power of Attorney for a client and sent it to the Department of Lands in Palestine?

[56] A. Yes, sir.

Q. And you sent that document at the request of your client?

A. Yes, sir.

Q. Okay. And was the attachment of this document produced as part of your earlier production?

A. Yes.

Q. Okay.

MR. WICK: And can we scroll down to one more page, please, to the document labeled at the bottom, "FA0132."

Q. This document is an email from you dated August 24th, 2020, correct?

A. Yes, sir.

Q. And is there another email to the Palestinian Department of Lands?

A. Yes, sir.

Q. And is this another example of a Power of Attorney that you sent to the Department of Lands at the request of your client after notarizing it?

A. Yes, sir.

Q. And I note that only part of the subject line here is redacted –

[57] MR. WICK: And, Elizabeth, if you could please scroll up to the translation of this page, FA132-T. The portion before the redacted is translated as, "Agency," in the subject line, and the portion of the redaction after the translation is, "I will send it to Mexico."

Q. And my question for you is, is the redacted portion the name of the agency?

A. When I send it, I send it to Mexico, so that it doesn't get mixed up between Mexico and Canada.

Q. My question – before I ask the question again –

MR. WICK: Elizabeth, would you please scroll down to the original version, the last page.

Q. My question is, is the redacted portion of this document in the subject line the name of a client or is it the name of an agency?

A. The client's name.

Q. Thank you.

MR. PAIK: Let me put on the record my objection. Your translation is inaccurate. "Agency," is not the word. It's, "Power of [58] Attorney."

THE INTERPRETER: I'm sorry, this is the interpreter. Your question is asking about, is it the entity, not the – is it sent to the office there, right? I meant by agency is the office, not the document itself.

MR. PAIK: I'm not quibbling with your translation. I'm talking about the documents, the way that the document translator translated the Arabic language led to the mistaken language premised on the notion that this is some agency of government as opposed to the word being Power of Attorney.

THE INTERPRETER: Thank you, sir.

MR. WICK: Could we go to Tab 1, please.

(Whereupon, Tab 1 was marked as Exhibit 6 for identification, as of April 8th, 2021.)

Q. Mr. Ateyeh, what we're showing you now is the other Subpoena that we had received on you, which is a Subpoena committing you to produce documents. You've seen this Subpoena before, correct?

A. Yes.

Q. I know that you produced some documents in [59] response to this the Subpoena, and I would just like to ask you what you did to search for the documents that were responsive to our Subpoena?

A. I tried to fulfill all of your requests. I searched everything I have, and whatever I was able to find, I did send it to you.

Q. Where specifically did you look?

A. I searched in my office, if I have any documents, and I searched my phone, if there was any documents, and that's – this is where I keep my documents.

MR. WICK: Elizabeth, would you scroll down to the next page, and the next page, and the page after that, and one more page, one more, keep going. Let's get – I want to get to the Substantive Request. Keep going. There we go.

Q. So, I just want to go through this very quickly with you, Mr. Ateyeh.

The first Request asks for all communications between you and an employee, agent, representative, or other person acting on behalf of, or for the benefit of a Defendant, that being the Palestinian Authority, or the PLO, on or after October 1st, 2019, and to be clear, did you find any [60] such communications?

A. Yes, I did.

Q. And these would include the documents that you – that you produced regarding communications with various offices and agents to whom you sent notarized documents, correct?

MR. PAIK: Objection, this question is misleading, given the legal conclusion request stated in Request 1.

Q. You may answer.

A. Yes.

Q. All right. Have you ever had any communications with any employee, agent, representative, or anybody else acting on behalf of the Palestinian Authority, or the PLO, since October 1st, 2019, other than sending and receiving documents on behalf of your notary clients?

MR. PAIK: Objection, the question is misleading and ambiguous. On whose behalf is acting in your question?

Q. You may answer.

A. No.

Q. Okay. Give me just a moment, please.

MR. WICK: We can take the document down, [61] Elizabeth.

Q. Mr. Ateyeh, are you familiar with an entity called the Palestinian National Council?

A. Yes.

Q. And what is the Palestinian National Council?

A. It's like a Parliament – I'm sorry. It's like the Palestinian Parliament; yes.

Q. Okay. It's like the Palestinian Parliament. Okay. Have you ever been a member of the Palestinian National Council?

A. Yes.

Q. During what time-period?

A. In the beginning of the – 2000, but I cannot give you a specific date.

Q. Are you currently a member of the Palestinian National Council?

A. No.

Q. When did you stop being a member of the Palestinian National Council?

A. Five years, six years.

Q. Five or six years ago?

A. Yes, sir.

Q. Have you done any work relating to the [62] Palestinian National Council since January 4th of 2020?

A. No.

Q. Since January 4th, 2020, have you done any other work, or been a part of any other organizations affiliated with the Palestinian National Council, or the PLO?

A. No.

MR. PAIK: Can I ask, we're – it's actually three hours behind. So, it's getting almost to lunchtime. Are you almost done because if you are, we could just plow through and get through it.

MR. WICK: Yes, I have about another ten to 15 minutes to make sure I got everything, and then I'll wrap up.

MR. PAIK: Great.

MR. BERGER: And I'll have a few questions as well, of course.

MR. WICK: Okay.

Q. Have you ever had any interactions, since January 4th of 2020, with anybody affiliated with the Palestinian Authority, or the PLO in the United States?

[63] A. No.

Q. And during that same time-period, since January 4th of 2020, have you attended any events held or sponsored by the Palestinian Authority or the PLO in the United States?

A. No.

Q. Have you ever been to the – to the UN Mission of the PLO in New York?

A. No.

MR. WICK: Can we put up Tab 5, please, and can we scroll in on a little bit more closely, zoom in a little more closely on that, so we can read some of the names.

(Whereupon, Tab 5 was marked as Exhibit 7 for identification, as of April 8th, 2021.)

THE INTERPRETER: I can't read that.

MR. WICK: We're trying to read that.

Q. Mr. Ateyeh, this is a page taken from the Permanent Observer Mission from the Palestinian to the United Nations, and there's a list of individuals on

that page described as the Mission Team; do you see that?

A. Yes.

Q. And I would like you to take a look at [64] that list of individuals, and I'm going to ask you, do you know any of them?

Okay. Any others?

A. Nadya Rasheed, I recognize her name.

Q. Any others?

A. No, that's it.

Q. Okay. Let's start with –

To be clear, so it was two names, correct, Mr. Mansour and Ms. Rasheed?

A. Yes.

Q. Okay. How do you know Mr. Mansour?

A. He's the Ambassador of Palestinian to the United Nations, and he's always on TV. He's a permanent figure that everybody knows.

Q. But do you know him personally?

A. Yes.

Q. And for how long have you known him?

A. So, I knew him since his brother died about five or six years ago. His brother died in San Francisco, and he attended the funeral ceremony, and we went to the Palestinian services.

Q. When was the last time that you spoke with him?

A. I don't know if we have ever spoken.

[65] Q. Okay. Have you emailed with him in the last year?

A. No.

Q. All right. So, you don't have any personal friendship or relationship with him, correct?

A. No.

Q. Okay. I'm sorry, I need to be clear on the answer because I said, "correct?"

Do you have a personal friendship or relationship with Mr. Mansour?

A. No.

Q. Okay. And what about Ms. Rasheed; do you know her personally?

A. Yes.

Q. And how do you know her?

MR. WICK: In Arabic, please.

A. Her father is one of her – my close friends, and we live together in San Francisco area.

Q. When was the last time you spoke with her?

A. I've never have spoken with her.

Q. So, when you said you're close friends, you're referring to her father, not to Ms. Rasheed herself?

[66] A. Correct.

Q. Okay. And are you aware of –

Other than the UN Mission in New York, are you aware of any other offices or facilities owned or occupied by the PLO or the Palestinian Authority in the United States?

A. No.

Q. Are you aware of anybody who works for the PLO or the Palestinian Authority in the United States, other than through the UN Mission?

A. No.

Q. And are you aware of anybody who receives payment for the Palestinian Authority – excuse me. Are you aware of anybody who receives payment from the Palestinian Authority or the PLO for performing notary services in the United States?

A. No.

MR. WICK: If I can take a five-minute break, I think I'm probably done, but can we go off the record for a moment?

THE VIDEOGRAPHER: Okay. We're now off the record. The time is 19:00 UTC Time.

(Whereupon, a short recess was taken.)

THE VIDEOGRAPHER: We are now back on the [67] record. The time is 19:10 UTC Time.

Q. Mr. Ateyeh, I just have one more question for you. Earlier in the deposition, you spoke about a practice, when the PLO's Washington, D.C. office was open, of periodically sending notarized documents to that office and receiving them back; do you recall that?

A. Yes.

Q. Since the Washington, D.C. office closed, is there – is there another office of the, either the Palestinian Authority, or the PLO, that is - performed a similar function in the United States, than what the Washington, D.C. performed?

MR. PAIK: Object to the form of the question; it's misleading and contains a legal conclusion.

A. No.

MR. WICK: Okay. I thank you very much for your time and your patience today, and I don't have any further questions for you, but I believe my friend Mr. Berger does.

MR. BERGER: Thank you.

[68] EXAMINATION BY

MR. BERGER:

Q. Good afternoon, how are you? My name is Mitchell Berger. I am one of the lawyers for the Defendants, Palestinian Authority and Palestinian Liberation Organization; have we ever met before?

A. No.

Q. We looked at two documents, Exhibits 3 and Exhibit 4. We looked at those documents; do you recall those documents?

A. I don't know what's Exhibit 3 and what's Exhibit 4, but all the documents you have presented, they came from me.

Q. Right. Thank you. When you notarize documents, did you do so as a service to your notary client?

A. Yes.

Q. Did you do so as a service to the Palestinian Authority?

A. No.

Q. Did you do so as a service to the Palestinian Liberation Organization?

A. No.

Q. We looked at some emails that you sent to [69] the Ministry of Lands in Ramallah; do you recall that?

A. If you don't mind repeating the questions.

Q. Sure. Do you recall, we looked at some emails that Mr. Wick asked you about?

A. Yes.

Q. When you sent those emails, did you send them as a service for your notary client?

A. Yes.

Q. Did you send those emails as a service on behalf of the Palestinian Authority?

A. No.

Q. Did you send those as a service on behalf of the Palestinian Liberation Organization?

A. No.

Q. Since January 4 of 2020, have you provided any services on behalf of the Palestinian Authority?

A. No.

Q. Since January 4, 2020, have you provided any services on behalf of the Palestinian Liberation Organization?

A. No.

MR. BERGER: Thank you, Mr. Ateyeh. Those are all the questions that I have.

[70] THE WITNESS: Thank you.

MR. WICK: Thank you very much.

THE VIDEOGRAPHER: Everyone agree to go off the record? Okay.

MR. PAIK: Yes.

THE VIDEOGRAPHER: The time is now 19:17 UTC. We are off the record, and this concludes today's testimony by Fuad Ateyeh. Thank you, everyone. Have a great day.

-o0o-

(Whereupon, the examination of FUAD ATEYEH was concluded at 5:17 p.m.)

FUAD ATEYEH

[71] CERTIFICATE

I, AMBRIA IANAZZI, do hereby Certify: THAT FUAD ATEYEH, the WITNESS herein, was sworn under penalty of perjury by a Notary Public.

THAT the deposition transcript herein is a verbatim record of the testimony given by FUAD ATEYEH, stenographically record by a Registered Professional Reporter, and Certified Realtime Reporter.

THAT I am not related to any of the Parties to this Action by blood or marriage; and I have no interest, financial or otherwise, in the outcome of the case.

CERTIFICATION DATE: April 13th, 2021.

/s/ Ambria Ianazzi

AMBRIA IANAZZI, RPR, CRR, RCR, CSR

[72] Errata Sheet

NAME OF CASE: SHABTAI SCOTT SHATSKY
-against- PALESTINE LIBERATION ORGANIZATION

DATE OF DEPOSITION: 04/08/2021

NAME OF WITNESS: Fuad Ateyeh

Reason Codes:

1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

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