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MOSAFER INC.;  
9 MOSAFER E-COM, INC.;  
AND GOMOSAFER

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 WESTERN DIVISION

15 MOSAFER INC.; MOSAFER E-  
COM, INC.; AND GOMOSAFER,

16 Plaintiffs.

17 vs.

18 ELLIOT BROIDY; GEORGE  
19 NADER; BROIDY CAPITAL  
MANAGEMENT, LLC;  
20 CIRCINUS, LLC; THE IRON  
GROUP INC. D/B/A  
21 IRONISTIC.COM; SCL SOCIAL  
LIMITED; PROJECT  
22 ASSOCIATES UK LTD;  
MATTHEW ATKINSON; AND  
23 JOHN DOES 1-100,

24 Defendants.

CASE NO.

**COMPLAINT FOR:**

- (1) Violation of California Unfair Competition Law;
- (2) Violation of California False Advertising Law;
- (3) False Advertising in Violation of Section 43(a)(1)(B) of the Lanham Act;
- (4) Trade Libel; and
- (5) Negligence.

**DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. This action arises from convicted felons Elliot Broidy (“Broidy”) and  
3 George Nader (“Nader”) illegally orchestrating and executing a sophisticated—and  
4 secret—assault against Qatar and Qatari businesses on behalf of the United Arab  
5 Emirates (“UAE”).

6 2. Defendants in the instant case—Broidy and Nader—are no strangers to  
7 unlawful conduct. Most recently, Broidy—former finance chairman of the  
8 Republican National Committee (“RNC”), vice chairman of the Trump Victory  
9 Committee, and top fund-raiser for Donald Trump—pled guilty in 2020 to conspiring  
10 to violate foreign lobbying laws as part of a covert campaign to influence the Trump  
11 administration on behalf of Chinese and Malaysian interests, although he was later  
12 pardoned by President Trump. For his part, Nader—a former adviser to Donald  
13 Trump’s presidential transition team—also pled guilty in 2020 to a federal felony  
14 offense and is currently serving a 10-year sentence in federal prison.

15 3. In the case at bar, in exchange for hundreds of millions of dollars,  
16 Defendants Broidy and Nader yielded their tremendous political influence to lobby  
17 United States government officials to take anti-Qatari positions. Broidy and Nader’s  
18 efforts did not stop at mere lobbying, however. Instead, they spearheaded a  
19 widespread disinformation campaign (the “Disinformation Conspiracy”) which  
20 targeted Qatar and Qatari-American businesses—with the goal of inflicting  
21 catastrophic financial loss—using tactics remarkably similar to those employed by the  
22 Russians when they interfered with the 2016 Presidential Election.

23 4. As a direct result of the Disinformation Conspiracy, Plaintiffs Mosafer  
24 entities—which were branded to be synonymous with Qatar and included an  
25 integrated network of retail, e-commerce, distribution, and travel companies—lost  
26 existing and prospective customers, including many in California. Revenue declined  
27 precipitously—by hundreds of millions of dollars on a global scale, at least twenty  
28 percent of which can be attributed to Mosafer’s U.S. entities.

1           5. To execute their Disinformation Conspiracy with these intended  
2 catastrophic effects, Broidy and Nader enlisted Broidy’s two companies, Broidy  
3 Capital Management, LLC (“BCM”) and Circinus, LLC (“Circinus”)—as well as a  
4 network of contractors and mercenaries: The Iron Group Inc., doing business as  
5 Ironistic.com, (“Ironistic”), SCL Social Limited (“SCL”), Project Associates UK Ltd  
6 (“Project Associates”), Matthew Atkinson (“Atkinson”), and numerous others  
7 contractors, including public affairs, advocacy, and strategic advisory groups, as well  
8 as John Does 1-100 (collectively, “Defendants”).

9           6. Hidden behind aliases, companies, contractors, mercenaries, and  
10 agents—and in violation of numerous reporting and labeling obligations under the  
11 Foreign Agents Registration Act (“FARA”), 22 U.S.C. § 611 *et seq.*, and other federal  
12 and state laws—Broidy and Nader orchestrated and implemented a vast, sophisticated  
13 campaign against Qatar and Qatari-based businesses.

14           7. The goal of the Disinformation Conspiracy was simple—drive  
15 governmental and private actors away from doing business with Qatar and Qatari-  
16 related businesses in an effort to cripple the Qatari economy and usurp its business  
17 and political opportunities for the UAE and UAE-related businesses. To do so, their  
18 campaign employed conventional print media, internet websites, and social media  
19 accounts to publish false and misleading information regarding the safety, stability,  
20 and nature of Qatar and Qatari-based businesses. Using these mediums, Defendants,  
21 along with their co-conspirators, created an ecosystem that funneled American  
22 consumers into a vortex designed to drive them *away* from Qatar and any business  
23 that was affiliated with it. The goal was to strangle and starve these businesses of  
24 consumers so that in the end, they would crumble.

25           8. To accomplish this goal, Defendants ensured that, at each step on the  
26 path toward consuming information about Plaintiffs Mosafer entities and like  
27 businesses, the individual seeking information would be steered directly to their  
28 misinformation. Defendants implemented a series of steps to achieve this effect.

1           9.     First, Defendants directly, aggressively, and illegally lobbied members of  
2 the United States Government to sever all ties with anything Qatar and effectively  
3 boycott its economy.

4           10.    Second, Defendants paid influencers to create conferences to further  
5 engrain falsehoods among influential U.S. consumers. At the same time, Defendants  
6 directed influencers to take to print media to spread the false narrative that they had  
7 created in order to ensure that California residents and other consumers were again  
8 misinformed.

9           11.    And, third, Defendants relied on a vast internet network that utilized  
10 concocted maligning “hashtags” to ensure that, when a consumer in California, for  
11 example, decided to search the internet for information about Plaintiffs and like  
12 businesses, merely including the word “Qatar” in a search bullion would fast track  
13 that searcher into a universe of fake news websites, Twitter accounts, YouTube  
14 accounts, and other social-media planted information—all of which were creatures of  
15 manipulation.

16           12.    Through these coordinated means, Defendants’ Disinformation  
17 Conspiracy achieved an extraordinary degree of success—creating, at the behest of the  
18 UAE, a toxic ecosystem of pervasive, inflammatory, false, and misleading information  
19 about Qatar and Qatari-based businesses and in turn ensuring that this information was  
20 widely disseminated in conventional print and broadcast media, internet websites, and  
21 social media.

22           13.    As a direct and intended consequence of this unlawful campaign, devised  
23 and executed by Defendants Broidy and Nader on behalf of their client UAE, innocent  
24 Qatari-related businesses—including Plaintiffs Mosafer entities—suffered a  
25 catastrophic loss. Through this lawsuit, the Mosafer entities seek to hold Defendants  
26 accountable for their anticompetitive, deceptive, unfair, and unlawful conduct and to  
27 permanently enjoin them from continuing to perpetuate this conduct.

28

1 **JURISDICTION AND VENUE**

2 14. This Court has diversity jurisdiction over the claims for relief under 28  
3 U.S.C. § 1332. Plaintiffs are citizens of Delaware, New York, and Qatar, while, as  
4 explained below, Defendants are citizens of California, Virginia, Washington D.C.,  
5 and the United Kingdom. Accordingly, Plaintiffs’ citizenship is completely diverse  
6 from all Defendants in this action. Further, the amount in controversy exceeds  
7 \$75,000 dollars.

8 15. This court also had federal question jurisdiction over Plaintiffs’ claim  
9 against all Defendants for violation of Section 43(a) of the Lanham Act pursuant to 28  
10 U.S.C. § 1331. Moreover, the Court has supplemental jurisdiction over the related  
11 state law claims pursuant to 28 U.S.C. § 1367.

12 16. Venue is proper in the Central District of California pursuant to 28  
13 U.S.C. § 1391(b) and 28 U.S.C. § 84 because it is the district where Broidy and BCM  
14 reside and where all Defendants are subject to the Court’s general and/or specific  
15 personal jurisdiction.

16 **PARTIES**

17 17. Plaintiff Mosafer Inc. is a destination management company for foreign  
18 tourists from Asia, the European Union, the U.S., and the Middle East and North  
19 Africa region. Plaintiff Mosafer Inc. operates retail stores which sell high-end  
20 luggage and travel accessories, and where customers can not only purchase Mosafer’s  
21 merchandise but can also book travel in its stores. It is incorporated under the laws of  
22 Delaware and has its principal place of business in New York. In addition, Mosafer  
23 Inc. expanded to include a distribution company, which distributed Mosafer’s  
24 merchandise to retail stores and directly to consumers from its warehouse located in  
25 New Jersey.

26 18. Plaintiff Mosafer E-Com, Inc. is a company that operates an online store  
27 that sells high-end luggage and travel accessories. Through the online platform,  
28 consumers in all states in the U.S., including California, had the ability to purchase the

1 same merchandise available in the retail stores and also access Mosafer's online travel  
2 booking company. It is incorporated under the laws of Delaware and has its principal  
3 place of business in New York.

4 19. Plaintiff GoMosafer, the online division of Mosafer Travel, is a Qatar-  
5 based travel agency. GoMosafer's website (gomosafer.com) was the first, and only  
6 online booking portal focused on the Middle East and North Africa region that  
7 allowed customers from around the world, including in all states in the U.S., to book  
8 travel packages to Qatar and other destinations by traveling through Qatar and also  
9 place them on hold and resume on the particular date that was most suitable for the  
10 customer to book travel.

11 20. Plaintiffs are corporate affiliates and collectively shall be referred to in  
12 this Complaint as "Mosafer" or "the Mosafer entities." The Mosafer brand had a  
13 global reach and presence prior to the pointed and intentionally destructive acts by  
14 Defendants.

15 21. Defendant Broidy is a businessman who resides in Beverly Hills,  
16 California, and is a citizen of California. He is the former finance chairman of the  
17 RNC, vice chairman of the Trump Victory Committee, and top fund-raiser for Donald  
18 Trump and has twice been convicted of crimes.

19 22. Defendant BCM, an investment firm, is a limited liability company  
20 owned, operated, and otherwise controlled by Broidy and is incorporated and has its  
21 principal place of business in Los Angeles, California.

22 23. Defendant Circinus, a private security company, is a limited liability  
23 company owned, operated, and otherwise controlled by Broidy and is incorporated  
24 and has its principal place of business in Fredericksburg, Virginia.

25 24. Defendant Nader is a businessman, lobbyist, and former adviser to  
26 Donald Trump's presidential transition team. He is currently incarcerated in Virginia  
27 and also is a citizen of Virginia.

28

1           25. Defendant Ironistic is a full-service digital strategies and marketing  
2 company that designs and builds websites and online marketing campaigns. It is  
3 incorporated under the laws of Virginia, and it has its principal office in Alexandria,  
4 Virginia.

5           26. Defendant SCL is a British company formerly affiliated with Cambridge  
6 Analytica and currently affiliated with its successor Emerdata Limited, which  
7 provides campaign management and communications services for political customers.

8           27. Defendant Project Associates is a British company engaged in strategic  
9 communications consulting that maintains offices globally, including in the District of  
10 Columbia and New York.

11           28. Defendant Atkinson was the Digital Marketing Director at Cambridge  
12 Analytica from 2016 to 2018. Atkinson currently resides in and is a citizen of  
13 Washington D.C.

14           29. Defendants John Does 1-100 are entities or individuals who, upon  
15 information and belief, are otherwise subject to the jurisdiction of this Court. The  
16 specific identities of the various Does are unknown to Mosafer at this time, but  
17 Mosafer is informed and believes, and thereon alleges, that each of the Does is  
18 responsible in some manner for the occurrences alleged in this Complaint, including  
19 anonymously posting false statements on various social media platforms and websites  
20 to interfere with business relationships, conspiring with the named Defendants to  
21 spread disinformation to the public and create an anticompetitive environment, and  
22 that the Does each were the agents, joint venturers, alter egos, partners,  
23 representatives, and employees of each other, acting within the course and scope of  
24 said agency and employment of each of the other Defendants, participated with,  
25 conspired with and aided and abetted each of the other Defendants, and in doing the  
26 things herein alleged, were acting within the scope of such partnership, agency,  
27 representation or employment with the knowledge, authorization, consent and  
28 ratification of the other Defendants. Mosafer will seek to leave to amend this

1 Complaint to insert the true names and capacities of each Doe when the same are  
2 ascertained.

3 **FACTUAL ALLEGATIONS**

4 **A. Before The Disinformation Conspiracy, Mosafer Was An Industry**  
5 **Leading Travel Conglomerate**

6 30. Mosafer is a global one-stop industry-leading travel conglomerate. The  
7 word “Mosafer” means “traveler” in Arabic, Turkish, Farsi, and Urdu. As its name  
8 suggests, Mosafer’s business focus is on the travel industry. It has long been one of  
9 Qatar’s leading tourism companies, has been recognized as the market leader on  
10 innovation, and GoMosafer’s public application was a frequently downloaded online  
11 travel application in the Middle East. Prior to the Disinformation Conspiracy,  
12 Mosafer enjoyed a large percentage of the market share of travel originating in the  
13 U.S.—including from California—to the Middle East as compared to its competitors.

14 31. Mosafer’s Qatari heritage is the cornerstone of its branding. Indeed,  
15 Mosafer’s branding reflected a deliberate attempt to make Mosafer synonymous with  
16 Qatar. Mosafer spent considerable money in designing its store, its products, its e-  
17 commerce website, its online ticketing website, and its company logos and brand  
18 details to invoke its Qatari roots. In connection with this strategy, Mosafer  
19 purposefully used elements of the Qatari flag in their branding and specifically chose  
20 as their trade dress the same burgundy found on the flag. Moreover, Mosafer’s  
21 advertisements contained the Qatari flag and frequently noted Qatari current events  
22 (such as referring to Qatari sports victories and Qatari holidays). Mosafer also  
23 frequently advertised trips on Qatar Airways—the primary Qatari airline which uses  
24 the Country’s name. In addition, online searches, including its Wikipedia page,  
25 identified Mosafer Inc. as a Qatari entity. In short, Mosafer was intimately associated  
26 with Qatar, and a consumer could not go to a Mosafer store or website without being  
27 inundated with Qatari symbolism.



1           32. Prior to 2015, Mosafer was a recognized global brand synonymous with  
2 luxury. The Mosafer brand had a presence in Qatar, Saudi Arabia, the UAE, Jordan,  
3 Turkey, and South Africa.

4           33. By 2015, GoMosafer also had a presence in the United States, and in  
5 many ways, it served as the gateway for the Mosafer companies. GoMosafer provided  
6 bespoke travel arrangements to its customers through its website and allowed  
7 customers from around the world, including the U.S., to book travel to Qatar and other  
8 destinations by traveling through Qatar. Through its travel agency, Mosafer intended  
9 to bring Americans to Qatar and use Qatar as a gateway to the Middle East and the  
10 rest of the world.

11           34. GoMosafer.com was the first, and only booking portal focused on the  
12 Middle East that allowed customers to book travel packages and also place them on  
13 hold (*i.e.*, place their travel on hold and resume at a particular date that was suitable  
14 for the customer).

15           35. Because of GoMosafer's success and U.S. clientele, Mosafer made the  
16 business decision to have a physical footprint in the United States.

17           36. Beginning in or about 2015, based on increased demand from clientele in  
18 the United States, and with the emergence of Qatar as both a more likely travel  
19 destination and hub for travel in the region, Mosafer made plans to enter the U.S.  
20 markets. Mosafer's effort was thoughtful, planned, and calculated for success. The  
21 brand relied on outside consultants in order to ensure that its vision would prove  
22 successful. Ultimately, they decided on a three-phase approach.

23           37. First, they would open a luxury flagship store in Manhattan. The store  
24 would provide both retail merchandise and travel booking. Then they would open a  
25 distribution company in New Jersey to service the retail store, and likewise, to sell  
26 merchandise directly to consumers and into departments stores. The store would also  
27 help publicize the online booking company (GoMosafer).

28

1           38.     Second, they would take the retail company, Mosafer Inc., online as well  
2 to further reach consumers.

3           39.     And third, they would then expand from the New York retail store, into  
4 Las Vegas and Los Angeles, in order to have a presence in the major markets in which  
5 they both had current clients and research had shown would prove to be accretive. So,  
6 in 2015, Mosafer Inc. opened its flagship retail store in Manhattan, New York, with a  
7 star-studded grand opening event. The store was a one-stop-shop for travel—not only  
8 could consumers purchase high-end luxury travel items (such as bags, luggage, and  
9 other accessories, many of which were manufactured by Mosafer), they could also  
10 book travel in the store through Mosafer’s travel agency.

11           40.     Around the same time, Mosafer Inc. created an affiliated distribution  
12 company, which distributed Mosafer’s products to the New York store and also was  
13 designed to be a hub, sending merchandise to a planned California retail store  
14 location, as well as directly to customers and key partners such as department stores.

15           41.     In 2017, Mosafer created Mosafer E-com, Inc., an affiliated e-commerce  
16 website. This company offered an online platform accessible to consumers in the  
17 United States who could use the website to purchase the same merchandise available  
18 in the retail stores and could also access Mosafer’s online travel booking company,  
19 GoMosafer.

20           42.     Mosafer enjoyed growing revenue, expansion, and increasing market  
21 share in the tourism business. Mosafer employed over 200 individuals across the  
22 globe and recorded millions of dollars in revenue. The emergence as Qatar being  
23 named as host to the 2022 FIFA World Cup further bolstered an upward trajectory for  
24 all the Mosafer Companies.

25           43.     But after Defendants began their systematic attacks, Mosafer was dealt  
26 one crippling blow after another. The net effect was that the companies suffered  
27 massive losses domestically and globally, leading to the eventual forced closure of its  
28 U.S. flagship store in 2019.

1           44. Defendants actively engaged in an elaborate and successful effort to  
2 conceal their coordination and participation in these attacks against Mosafer and like  
3 businesses. Defendants' goal was to inflict maximum harm with minimal exposure  
4 toward their participation. They were largely successful until late 2019, following  
5 years of information warfare for which they had been paid illicit moneys in excess of  
6 \$100,000,000.

7           **B. The UAE Enlists Nader To Lead Anti-Qatari Efforts In The USA**

8           45. In June 2017, the UAE attacked Qatar. The UAE took the drastic step of  
9 severing all diplomatic ties with Qatar, expelling all Qatari nationals living in the  
10 UAE, prohibiting its citizens from traveling to Qatar, and closing off its airspace and  
11 territorial waters to Qatari vessels. Around the same time, the UAE commenced its  
12 anti-Qatar campaign in the United States. The UAE sought to harm *everything*  
13 associated with Qatar, and at the center of that bullseye were Qatar businesses and  
14 businesses that served as a gateway between Qatar the United States. Given the  
15 important part that the United States played in this field, the UAE needed U.S.  
16 contractors to do its bidding.

17           46. The UAE turned to Nader, a Lebanese-born American businessman, and  
18 lobbyist. Nader reportedly has served as an advisor to the UAE's Crown Prince  
19 Mohammed bin Zayed Al Nahyan—and has received millions of dollars for the  
20 assistance that he has provided to the UAE.

21           47. Nader also acted as an advisor on the transition team for President  
22 Trump. Through this affiliation, Nader became acquainted with Broidy.

23           **C. Nader Recruits Broidy To Assist In The Anti-Qatari Campaign And**  
24           **The Two Use Their Political Connections To Lobby Against Qatar,**  
25           **In Violation of FARA**

26           48. Broidy is a wealthy businessman who has previously served as the  
27 finance chairman of the RNC from 2005 to 2008 as the deputy finance chairman of  
28

1 the RNC from 2017 to April 2018, and as a vice-chairman of the Trump Victory  
2 Committee.

3 49. In 2009, Broidy pled guilty in a public corruption case in New York  
4 relating to \$1 million in illegal gifts that Broidy gave to New York State pension  
5 authorities in exchange for the state pension fund investing \$250 million with his  
6 private equity firm, Markstone Capital Partners. As part of his plea deal, Broidy paid  
7 \$18 million in restitution.

8 50. After Trump won the 2016 Presidential election, Broidy leveraged his  
9 connections with the White House in exchange for millions of dollars from foreign  
10 actors—a fact that Broidy actively tried to bury and conceal, instead insisting as  
11 recently as in 2020 that he was never a foreign agent and never acted on behalf of any  
12 foreign government. Notwithstanding his attempts for several years to conceal his  
13 actions as a foreign agent on behalf of foreign governments, in October 2020, Broidy  
14 pled guilty to Conspiracy to Serve as an Unregistered Agent of a Foreign Principal,  
15 based on his unregistered lobbying on behalf of Chinese and Malaysian interests—a  
16 felony that carried a possible sentence of five years imprisonment.

17 51. FARA requires that persons acting as agents of foreign principals who  
18 conduct political activity in the U.S. to disclose the details of their relationship with  
19 the foreign principal and report all activities, receipts, and disbursements made on the  
20 foreign principal's behalf. The purpose of FARA disclosures is to give the American  
21 people the ability to fully evaluate political communications that are sponsored by a  
22 foreign state and to prevent foreign states from concealing their attempts to influence  
23 U.S. government policy.

24 52. Pursuant to his guilty plea, Broidy admitted to engaging in a lobbying  
25 effort aimed at stopping a criminal investigation into a massive fraud scheme at a  
26 Malaysian sovereign wealth fund. Broidy conceded that he attempted to facilitate a  
27 meeting between President Trump and the Malaysian Prime Minister in an effort to  
28

1 resolve the investigation. He also admitted that he hoped that by arranging this  
2 meeting, it would further his goal of securing additional business with Malaysia.

3 53. In addition, Broidy admitted that he agreed to lobby on behalf of a  
4 Chinese Minister to “use his influence with high-ranking United States government  
5 officials to advocate for” the removal and return of the Chinese billionaire that was  
6 living in the U.S. to China.

7 54. As part of this plea agreement to a felony, Broidy agreed to forfeit \$6.6  
8 million. *See United States v. Broidy*, No. 1:20-cr-00210-CKK, ECF No. 13  
9 (“Transcript of Arraignment and Change of Plea before the Hon. Colleen Kollar-  
10 Kotelly, United States District Judge, Held Via Videoconference”) (D.C.C. dated Oct.  
11 20, 2020).

12 55. Although prosecutors indicated that they intended to present evidence at  
13 sentencing regarding Broidy’s efforts “to obtain business from a Middle Eastern  
14 country and [his] client’s efforts to influence U.S. policy towards a second Middle  
15 Eastern country in its alleged support of terrorist activities”—believed to be a  
16 reference to the UAE and Qatar—Broidy was pardoned by President Trump before  
17 this evidence could be presented.

18 56. As confirmed by prosecutors, Broidy’s unregistered foreign lobbying  
19 efforts extended far beyond those that he pled guilty to. In March and April 2018,  
20 hundreds of pages of documents, which included emails, business proposals, and  
21 contracts between Broidy and Nader, were provided to various news sources, such as  
22 the New York Times and the Associated Press (“AP”). Upon information and belief,  
23 these documents show that Broidy and Nader acted as unregistered agents of the UAE  
24 in violation of FARA.

25 57. Reporting on the contents of these documents was extensive. According  
26 to a New York Times article, these documents establish that Nader “worked for more  
27 than a year to turn . . . [Elliot Broidy] into an instrument of influence at the White  
28 House for the rulers of Saudi Arabia and the United Arab Emirates.”

1           58. The documents also reportedly showed that Broidy and Nader (1) pushed  
2 the White House to remove Secretary of State Rex W. Tillerson because he did not  
3 support a confrontational approach to Qatar and Iran; (2) tried to broker introductions  
4 between high-ranking government officials in those foreign nations and their  
5 American counterparts; (3) repeatedly pressed President Trump to meet privately  
6 outside the White House with the leader of the UAE; and (4) encouraged U.S.  
7 politicians to cut ties with Qatar at the UAE’s behest.

8           59. Broidy was reportedly rewarded handsomely for his efforts. In April  
9 2018, Nader reportedly wired \$2.5 million to Broidy as “part of an effort to persuade  
10 the U.S. to take a hard line against Qatar” and “shortly after he received the donation,  
11 Broidy sponsored a conference on Qatar’s alleged ties to Islamic extremism, and Rep.  
12 Ed Royce (R-CA), chairman of the House Foreign Affairs Committee, announced  
13 legislation to condemn Qatar as a terror-supporting state.” Broidy and Nader actively  
14 tried to bury and conceal these actions from the public and continuously insisted, as  
15 recently as in 2020, that they were never foreign agents and never acted on behalf of  
16 any foreign government. Their actions were unknown until recently. Additionally, in  
17 January 2018, Broidy’s firm, Circinus, was awarded a contract with the UAE worth  
18 over \$200 million and Broidy collected a “first installment” of \$36 million for an  
19 intelligence-gathering contract with the UAE. Moreover, BCM received payments  
20 directly from Nader and/or Nader-controlled entities—a fact that they actively tried to  
21 bury and conceal for years. Indeed, these actions were also unknown to the public  
22 until recently and denied by Defendants.

23           **D. Broidy and Nader’s Orchestration of the Disinformation Conspiracy**

24           60. Broidy and Nader’s efforts went far beyond lobbying the White House on  
25 behalf of the UAE. The documents provided to the press also reportedly show that in  
26 March 2017, Broidy and Nader provided foreign entities a proposed budget of  
27 \$12,000,000 to “expose and penalize” Qatar.  
28

1           61. Broidy and Nader then set the wheels in motion to orchestrate the  
2 Disinformation Conspiracy. They hired American companies (including Broidy’s  
3 BCM and Circinus) and American actors to use conventional print media and social  
4 media to disseminate disinformation aimed at crippling Qatar businesses, including  
5 Qatar’s then-thriving tourism businesses—and, principally, Mosafer. In essence,  
6 Defendants engaged in information warfare, intentionally deceiving the media and  
7 consumers through the use of internet trolls, fake websites, and influencers to  
8 manipulate the U.S. public into falsely thinking Qatari businesses were sponsors of  
9 terrorist groups, thereby rendering it impossible for Qatari businesses, including  
10 Mosafer, to maintain a customer base.

11           62. Through the Disinformation Conspiracy, Broidy and Nader conspired to  
12 represent to the public that: (1) Qatar and Qatari businesses were unstable and  
13 untrustworthy; (2) the political state of Qatar was extremely unstable, rendering travel  
14 to and through Qatar unsafe; and (3) boycotting Qatar businesses was necessary to  
15 counteract their terrorism funding activities.

16           63. The purpose of the Disinformation Conspiracy was to divert business  
17 from Qatar and Qatari-related businesses—including, in particular, Mosafer, given its  
18 branding synonymous with Qatar—and instead direct them to the UAE and UAE-  
19 related businesses.

20           64. In furtherance of the Disinformation Conspiracy, Broidy and Nader  
21 executed a “media blitz” in an effort to continue to “hammer Qatar.” For instance, in  
22 an April 2017 email from Broidy to Nader, Broidy wrote regarding the spreadsheet  
23 titled “Circinus – Progress Report re MB and Q” (MB and Q, a/k/a Mohammed bin  
24 Zayed Al Nahyan and Qatar): “You will see that there are many tabs indicating the  
25 many ways the issues are being addressed. [E].g. Conference, Documentary, Articles,  
26 Op Ed, Social Media . . . etc.”

27           65. The following month, in May 2017, Broidy sent an email to Nader  
28 regarding “what Circinus can do in the future,” which stated that “Circinus has been

1 involved in information and disinformation campaigns using the internet and social  
2 media” and that “[w]e have demonstrated through our orchestration of the  
3 extraordinary PR campaign against Qatar . . . and in our generation of major, concrete  
4 steps toward marginalizing Qatar.” Broidy further stated that his “[g]oals, Circinus’  
5 goals and the goals of KSA [Saudi Arabia] are completely aligned” and further  
6 thanked Nader “for making MBS [a/k/a Mohammed bin Salman bin Abdulaziz Al  
7 Saud] aware of all that I and Circinus have to offer as we enter the next phase of our  
8 relationship.”

9 66. As part of the Disinformation Conspiracy, on September 21, 2017, upon  
10 information and belief, Broidy orchestrated – through proxies – a full-page  
11 advertisement run in the Washington Post. This advertisement, which used the same  
12 burgundy color found in both Qatar’s flag and Mosafer’s branding, stated in big, bold  
13 letters, “QATAR IS A SAFE HAVEN FOR TERRORISTS.” The advertisement went  
14 on to claim that: “It is a well-known fact that Qatar has become a favored safe-haven  
15 for terrorists from around the world. Over 60 terrorist organizations, individuals or  
16 NGOs . . . are currently either based out of or supported by the government of Qatar.”  
17 This advertisement was intentionally false and misleading—Qatar did not support  
18 terrorists or provide them with a safe haven.

19 **E. SCL, Project Associates, and Atkinson Join and Amplify the**  
20 **Disinformation Conspiracy by Expanding Platforms and Accounts:**  
21 **Qatarexposed and Boycott Qatar**

22 67. With Broidy and Nader orchestrating, SCL, Project Associates, and  
23 Atkinson were recruited to join the Disinformation Conspiracy to expand the  
24 Conspiracy’s reach to other social media platforms, such as YouTube.

25 68. In September 2017, Project Associates, a well-known “global strategic  
26 communications consultancy” that provided strategic advisory and public diplomacy  
27 services for politicians and governments, engaged SCL to develop and execute a  
28 social media campaign on behalf of a foreign principal (*i.e.*, the UAE).



1           69. SCL and its former parent entity, Cambridge Analytica (now Emerdata  
2 Limited), are infamous for their roles in data mining, mass psychological  
3 manipulation, and participating in covert efforts to manipulate elections in numerous  
4 countries. In an administrative complaint against Cambridge Analytica, the Federal  
5 Trade Commission (“FTC”) alleged, and ultimately found, that Cambridge Analytica  
6 and SCL Elections Limited (both of which are part of the SCL Group Ltd.) employed  
7 deceptive tactics to harvest personal information from tens of millions of Facebook  
8 users for voter profiling and targeting. For example, the FTC found that “SCL  
9 Elections entered into a Services Agreement with Cambridge Analytica whereby SCL  
10 Elections agreed, among other things, to (a) acquire, for and on behalf of Cambridge  
11 Analytica, demographic, transactional, lifestyle, and behavioral data about consumers  
12 in target populations; (b) identify and build target voter lists; (c) apply research  
13 techniques to understand better the habits and daily lives of target voter groups, and  
14 (d) apply psychological profiles to target groups of voters.” Indeed, Cambridge  
15 Analytica manipulated elections in many countries throughout the world.

16           70. One of the key actors for Defendant SCL was Defendant Atkinson, an  
17 employee of Cambridge Analytica, who agreed to act through SCL and create a  
18 YouTube account “Qatar exposed” on May 29, 2017, as well as other social media  
19 and internet platform planted content. The content that Defendants SCL, Atkinson  
20 and Project Associates published through this account spread additional  
21 disinformation regarding Qatar and Qatari businesses.

22           71. The YouTube account had no labels or other indicators that would  
23 demonstrate to the American public that any of the Defendants participated in its  
24 creation or maintenance. On the contrary, it was crafted to look independent,  
25 legitimate, and authentic.

26           72. Notwithstanding FARA requirements, Defendants SCL, Project  
27 Associates, and Atkinson did not register this effort until October 2017. Both filings  
28 with FARA, in 2017 and 2018, list SCL Social Limited as the registrant and Atkinson

1 as an employee who will render services “in furtherance of the interests” of the  
2 foreign principals.<sup>1</sup> In addition, the filings state that “SCL Social Limited is 100%  
3 owned by SCL Analytics.”<sup>2</sup> As part of SCL’s FARA filing, they included a copy of  
4 the “Consultancy Agreement” entered into between SCL Social Limited and Project  
5 Associates (UK) Limited in September 2017, which provides, in part, that SCL Social  
6 Limited would “provide consulting services as agreed on an ad hoc basis.”<sup>3</sup>

7 73. Atkinson did not register under FARA until October 2017, disclosing at  
8 that time that he was working for the National Media Council of UAE (via Project  
9 Associates) and further disclosing that he would be “working as the principal strategist  
10 to the registrant [SCL Social Limited] for purposes of developing and executing a  
11 global social media campaign on behalf of the foreign principal.”<sup>4</sup> The form further  
12 disclosed that he was being compensated by a related company, SCL USA  
13 Incorporated, but was, in fact, performing services for Defendant SCL.<sup>5</sup>

14 74. In October 2017, SCL Social Limited also registered under FARA and  
15 disclosed that Atkinson was an employee engaged in “a global social media campaign  
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18 <sup>1</sup> See <https://efile.fara.gov/docs/6473-Registration-Statement-20171006-1.pdf>  
19 (October 2017 filing); [https://efile.fara.gov/docs/6473-Supplemental-Statement-](https://efile.fara.gov/docs/6473-Supplemental-Statement-20180531-1.pdf)  
20 [20180531-1.pdf](https://efile.fara.gov/docs/6473-Supplemental-Statement-20180531-1.pdf) (May 2018 supplemental filing).

21 <sup>2</sup> See <https://efile.fara.gov/docs/6473-Registration-Statement-20171006-1.pdf>  
22 (October 2017 filing); [https://efile.fara.gov/docs/6473-Supplemental-Statement-](https://efile.fara.gov/docs/6473-Supplemental-Statement-20180531-1.pdf)  
23 [20180531-1.pdf](https://efile.fara.gov/docs/6473-Supplemental-Statement-20180531-1.pdf) (May 2018 supplemental filing).

24 <sup>3</sup> See <https://efile.fara.gov/docs/6473-Exhibit-AB-20171006-1.pdf> (referring to the  
25 contractual obligations of SCL Social Limited pursuant to the “Consultancy  
26 Agreement” between SCL Social Limited and Project Associates (UK) Limited).

26 <sup>4</sup> <https://efile.fara.gov/docs/6473-Short-Form-20171006-2.pdf>.

27 <sup>5</sup> *Id.*

1 on behalf of National Media Council of UAE” who had bought ads on various social  
2 media platforms including Facebook, Twitter, YouTube, relating to Boycott-Qatar.<sup>6</sup>

3 75. Like the other Defendants discussed above, SCL’s FARA filing reveals  
4 that SCL, Project Associates, and Atkinson availed themselves of the benefits and  
5 protections of California law in furtherance of the Disinformation Conspiracy.  
6 Specifically, the FARA filing reveals that SCL purchased advertisements from  
7 Facebook, Twitter, YouTube, and other social media platforms—all of whom have  
8 their headquarters in the State of California. Furthermore, SCL, Project Associates,  
9 and Atkinson’s ads and publications spreading disinformation regarding Qatar and  
10 Qatari businesses were published on servers located in California, as Facebook’s  
11 servers are located in California. Additionally, these ads were seen by California  
12 consumers, as is evidenced by several Mosafer customers canceling their reservations  
13 with Mosafer due to the widespread publication of this disinformation. In point of  
14 fact, the very nature of this effort was to use analytics and target consumers in key  
15 markets, specifically California, with the intention of having maximum impact. As  
16 previously remarked by a Cambridge Analytica executive, Cambridge Analytica  
17 identified “persuadable votes” and targeted blogs, websites, articles, videos, and ads at  
18 them “until they saw the world the way we wanted them to.”

19 76. The Qatar Exposed social media account and the ads that promoted  
20 Boycott-Qatar were just part of a robust effort that would be deployed by all  
21 Defendants, acting in concert, to specifically damage Qatari-based businesses—  
22 including Mosafer. For example, videos were uploaded on the Qatar Exposed account  
23 with the following titles: (i) “How Qatar is destabilising the Gulf”; (ii) “Why does  
24 Qatar support terrorism?”; and (iii) “The case for boycotting Qatar”.

25 77. After joining and perpetuating the Disinformation Conspiracy in 2017,  
26 without registering their efforts through FARA filings or otherwise labeling or  
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<sup>6</sup> <https://efile.fara.gov/docs/6473-Registration-Statement-20171006-1.pdf>.

1 indicating their participation during the time of their creation, expansion, or  
2 maintenance of the media accounts through which they spread disinformation  
3 regarding Qatar and Qatari businesses to the American public, several Defendants,  
4 including Project Associates, continued to spread disinformation regarding Qatar and  
5 Qatari-based businesses throughout 2018 and 2019.

6 78. For example, as recently as February 2019, nearly two years after the  
7 damage initially caused to Qatari businesses such as Mosafer, Project Associates filed  
8 a Supplemental Statement with the Department of Justice in which it disclosed that  
9 Project Associates was continuing to render services to the UAE to “create and  
10 promote counter-narratives that discourage young people from extremism and  
11 promote greater collaboration between the U.S. and UAE on counter-terrorism . . . and  
12 to raise awareness about state-sponsored terrorism in the Middle East.”<sup>7</sup>

13 79. More recently, in August 2019, Project Associates filed another  
14 Supplemental Statement with the Department of Justice indicating they had acquired a  
15 “new foreign principal,” Dubai Department of Tourism & Commerce Marketing,  
16 during the “6 month reporting period.”<sup>8</sup> Thus, they have continued to act in  
17 furtherance of foreign interests, particularly in the tourism industry, without  
18 registering or otherwise disclosing their efforts until after their unfair, unlawful, or  
19 fraudulent conduct has already commenced.

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24 <sup>7</sup> See <https://efile.fara.gov/docs/6472-Short-Form-20190215-8.pdf>;  
25 <https://efile.fara.gov/docs/6472-Short-Form-20171006-2.pdf>.

26 <sup>8</sup> See <https://efile.fara.gov/docs/3634-Supplemental-Statement-20190830-42.pdf>  
27 (August 2019 FARA filing that states, on behalf of the Dubai Dept of Tourism, they  
28 have hired several American individuals, including Sujata Mitra – an individual  
located in Alexandria, VA, who apparently works as the Senior VP of “Earned  
Media Strategies.”).

1           **F. Along with their Co-conspirators, Ironistic Promotes the**  
2           **Disinformation Conspiracy by Creating Websites and Social Media**  
3           **Accounts: QatarExposed, QatarTruth, and BoycottQatarNow**

4           80. Just as SCL, Project Associates, and Atkinson were working in tandem  
5 with Broidy and Nader to further the Disinformation Conspiracy, Ironistic also joined  
6 in to create other websites – Qaterexposed.com, Qatartruth.com, and  
7 BoycottQatarnow.com – to disseminate false information and control the public’s  
8 perception of Qatari businesses, such as Mosafer.

9           81. In each instance, these three websites and social media accounts looked  
10 ordinary, organic, and credible. Each held itself out to provide important news and  
11 information to readers seeking help to understand the concerted business embargo to  
12 eviscerate Qatari businesses. But all advertisements and publications contained  
13 significant disinformation intended to deceive the public, harm Qatari-related  
14 businesses, such as Mosafer, and drive business to the UAE and UAE-related  
15 businesses.

16           82. As one example of its unfair and deceptive conduct, Ironistic created a  
17 Boycott Qatar Airways advertisement, which was uploaded on May 22, 2017,  
18 encouraging the public to “Boycott Qatar Airways for their human rights abuses.”

19           83. As another example, the QatarExposed Facebook and Twitter page  
20 claimed to be a “group of concerned citizens who want Qatar’s support for global  
21 terrorist organisations to end.” On October 12, 2017, a “cover photo” was added to  
22 the Facebook and Twitter pages which, used the same burgundy as the Qatari flag and  
23 stated, “Expose Qatar’s links with extremists. Stop the flow of blood money.  
24 #sanctionQatar.” Then, on October 14, 2017, a video was uploaded by QatarExposed  
25 Facebook page with the caption “ISIS is just one of Qatar’s many pawns. Uncover  
26 Qatar’s links with extremists.” This video falsely claimed that Qatar financed and  
27 promoted terrorism.  
28

1           84. Ironistic expressly availed itself of the benefits and protections of  
2 California law in carrying out the Disinformation Conspiracy. Specifically, Ironistic  
3 created social media accounts – including accounts on Twitter and Facebook –  
4 whereby it took out advertisements that specifically targeted individuals in California.  
5 Moreover, it utilized Twitter’s and Facebook’s servers in California to publish  
6 disinformation.

7           85. These expansive unlawful efforts, however, are not exhaustive examples.  
8 There were other illegal inauthentic hashtag campaigns, fake Twitter accounts,  
9 websites, and the like, assembled and deployed, all with the same goal and at the  
10 direction. For instance, Defendants used Bullpen Strategy Group, Inc. doing business  
11 as, and formerly known as, Definers Corp. (“Definers”) who created the website  
12 Qatarcrisisnews.com and in July 2017, Definers created a companion social media  
13 account for Qatar Crisis News on Twitter. Like the website, the Twitter account  
14 (@QatarCrisisNews) accused Qatar and its businesses of, among other things,  
15 supporting global terrorism. In short, Defendants embraced Broidy’s approach to stop  
16 at nothing to harm Plaintiffs and “keep hammering the bastards.”

17           **G. The Disinformation Conspiracy Caused Mosafer To Lose A**  
18           **Significant Amount Of Business**

19           86. In sum, Defendants conspired to create a network of websites that would  
20 manipulate the public in an attempt to divert Qatari-related businesses, such as  
21 Mosafer’s, to the UAE.

22           87. Through the use of an aggressive media strategy, fake social media  
23 accounts, hashtags, and bots, the false information spread like wildfire and saturated  
24 the internet. For example, a consumer might read about Qatar from a newspaper op-  
25 ed that was planted by Broidy and then do an internet search to learn more about  
26 Qatar. At that point, due to the promulgation and re-sharing of various disparaging  
27 hashtags and websites, the user would be directed to a website like “Qatar crisis,”  
28

1 which purported to provide impartial news and which looked legitimate and helpful  
2 but instead was false propaganda.

3 88. The Disinformation Campaign was incredibly successful, and the false  
4 information quickly permeated throughout the United States and created a “wallpaper”  
5 effect on Qatari businesses, including Mosafer—*i.e.*, anyone who researched anything  
6 regarding Qatar was brought to a negative and false article about Qatari businesses.

7 89. The key to Broidy and Nader’s efforts was ensuring that the American  
8 public perceived the Disinformation Conspiracy content as being *authentic*. To that  
9 end, they attempted to erase any connections between Broidy, Nader, and foreign  
10 interests (such as the UAE) and the Disinformation Conspiracy. For example,  
11 although Broidy was responsible for the September 21, 2017, Washington Post  
12 advertisement, the advertisement provided the contact information for an individual  
13 named Andy H. King, not Broidy.

14 90. Defendants were so successful at hiding their tracks that Mosafer was  
15 unaware that Defendants engaged in a years-long, carefully orchestrated  
16 Disinformation Conspiracy that targeted Qatar and Qatar-related businesses.

17 91. However, the effects of the Disinformation Conspiracy were almost  
18 immediate. In particular, Mosafer’s sales of travel packages originating in the U.S.  
19 for travel to or via Qatar declined significantly from mid-2017 through 2019.

20 92. Customers canceled reservations that they had with Mosafer as a direct  
21 result of the Disinformation Conspiracy carried out by Defendants. Indeed, on  
22 numerous occasions, U.S.-based consumers – including those located in California –  
23 contacted Mosafer to ask questions or express concerns over the safety of traveling to  
24 Qatar. This concern was prompted by media that the consumers had viewed,  
25 including articles and posts wallpapered across the Internet as part of the  
26 Disinformation Conspiracy described herein. As a result of the waves of false  
27 advertisements directed at consumers through social media and conventional media,  
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1 Mosafer was inundated with calls and complaints from customers in the U.S. and  
2 around the world.

3 93. To try and mitigate its losses, Mosafer attempted to reassure its  
4 customers and combat the Disinformation Conspiracy. Mosafer informed these  
5 consumers who expressed concern that there was no truth to the “news” reports they  
6 had seen regarding the state of political affairs in Qatar or Qatari businesses’ alleged  
7 support of terrorism or human rights abuses. Mosafer also briefly tried to combat the  
8 Disinformation Conspiracy with a focused series of ad campaigns.

9 94. However, due to the substantial impact and far reach of the  
10 Disinformation Conspiracy (not to mention its secretive and deceptive nature),  
11 Mosafer was unsuccessful in its attempt to gain back the customers and business  
12 partners it had lost. Despite Mosafer’s efforts to correct the disinformation that  
13 consumers had obtained, many of these customers who had expressed concern,  
14 including those who lived in California, still canceled the trips to Qatar that they had  
15 booked with Mosafer. There was no way for Mosafer to “unring the bell” that the  
16 Disinformation Conspiracy had tolled.

17 95. Once Mosafer started aggressive online marketing campaigns, they began  
18 getting online traffic, but their revenue never reached their expectation. For example,  
19 customers logged onto the Mosafer website but did not ultimately proceed with check-  
20 out. In addition, staff at the Mosafer retail store reported that foot traffic reduced  
21 dramatically and in-store sales decreased. And California clients of the Mosafer  
22 entities canceled their orders and stopped doing business with the Mosafer entities.

23 96. Moreover, the sales from Mosafer’s retail and e-commerce stores also  
24 dropped significantly. As a result, Mosafer was forced to close its New York store,  
25 cancel its plans to open a retail store in California, and had to pay a substantial penalty  
26 to break its New York lease in late-2019.

27 97. Thus, Defendants’ attacks—orchestrated by Broidy and Nader—crippled  
28 Mosafer, causing catastrophic loss. Indeed, as a direct result of the Disinformation



1 Conspiracy, Mosafer not only lost existing and prospective travel customers,  
2 including many in California, but its revenue declined precipitously—by hundreds of  
3 millions of dollars on a global scale.

4 **FIRST CAUSE OF ACTION**

5 **Violation of California Unfair Competition Law**  
6 **(California Business & Professions Code §§ 17200, *et seq.*)**  
7 **(All Plaintiffs Against All Defendants)**

8 98. Mosafer alleges and incorporates herein each and all of the allegations of  
9 paragraphs 1 through 97, inclusive.

10 99. California Business and Professions Code § 17200, *et. seq.* (“UCL”) prohibits  
11 “any unlawful, unfair[,] or fraudulent business act or practice and unfair  
12 deceptive, untrue[,] or misleading advertising.”

13 100. The Disinformation Conspiracy described herein constitutes unlawful,  
14 unfair, and/or fraudulent business acts and practices as set forth in the UCL.

15 101. Specifically, Defendants’ conduct violated the UCL in several ways:

16 a. Defendants knowingly and intentionally spread disinformation  
17 regarding the state of Qatar and Qatari-based businesses—including  
18 Mosafer—by, among other tortious acts, creating websites and social  
19 media platforms here in the U.S. designed to mislead and deceive the  
20 public into believing that (1) Qatar and Qatari businesses were  
21 unstable and untrustworthy; (2) the political state of Qatar was  
22 extremely unstable, rendering travel to and through Qatar unsafe; and  
23 (3) boycotting Qatar businesses was necessary to counteract their  
24 terrorism funding activities. The purpose of the Disinformation  
25 Conspiracy was to divert business from Qatar and Qatari-related  
26 businesses to the UAE and UAE-related businesses;

27 b. Defendants violated FARA by either: (1) flouting their obligations to  
28 register as an “agent” of a “foreign principal”; (2) registering several  
months after they had launched websites and social media campaigns

1 spreading disinformation regarding Qatar and Qatari-based  
2 businesses; and/or (3) failing to appropriately label their publications  
3 in accordance with FARA requirements;

4 c. Defendants' conduct has, and continues to, threaten and severely harm  
5 competition in the travel booking industry, and specifically, the  
6 Middle East travel booking industry, as well as in retail sales of high-  
7 end luxury travel items; and

8 d. Defendants' conduct has violated other laws, including Cal. Bus. &  
9 Prof. Code § 17500, *et seq.* and the Lanham Act.

10 102. Defendants knew, or should have known through the exercise of  
11 reasonable care, that the disinformation published in their advertisements through  
12 these various channels was false, misleading, and likely to deceive members of the  
13 public.

14 103. Defendants knew, or should have known through the exercise of  
15 reasonable care, that these misrepresentations were material and that a reasonable  
16 person would have attached importance to the truth or falsity of the representations  
17 made by the Defendants in the Disinformation Conspiracy and would be influenced  
18 not to do business with Mosafer as a result of the Disinformation Conspiracy.

19 104. The Disinformation Conspiracy carried out by Defendants was  
20 oppressive and caused injury to consumers, which outweigh its benefits. Consumers  
21 were fed false information regarding Qatar and Qatari businesses, which resulted in  
22 such consumers canceling their reservations with Mosafer and/or otherwise refusing to  
23 do business with Mosafer.

24 105. Through this cause of action, Mosafer requests equitable and injunctive  
25 relief prohibiting Defendants from engaging in the conduct and practices alleged  
26 herein. Furthermore, Mosafer is entitled to attorneys' fees pursuant to California  
27 Code of Civil Procedure § 1021.5.

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**SECOND CAUSE OF ACTION**

**Violation of California False Advertising Law  
(California Business & Professions Code §§ 17500, *et seq.*)  
(All Plaintiffs Against All Defendants)**

106. Mosafer alleges and incorporates herein each and all of the allegations of paragraphs 1 through 97, inclusive.

107. Pursuant to California Business and Professions Code § 17500, *et. seq* (the “FAL”):

It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any . . . publication, or any advertising device, or by public outcry or proclamation, or any in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading[.]

108. Defendants knowingly and intentionally spread disinformation regarding the state of Qatar and Qatari-based businesses (such as Mosafer) in order to mislead and deceive the public into believing that (1) Qatar and Qatari businesses were unstable and untrustworthy; (2) the political state of Qatar was extremely unstable, rendering travel to and through Qatar unsafe; and (3) boycotting Qatar businesses was necessary to counteract their terrorism funding activities.

109. Through their Disinformation Conspiracy, Defendants disseminated material false and misleading information through advertisements that were likely to deceive members of the public throughout the U.S. through the following methods:

- 1 a. Conventional media advertising, such as print ads and influencers;
- 2 b. The Internet, including the creation of websites, such as
- 3 Qatarexposed.com, Qatartruth.com, BoycottQatarnow.com, and
- 4 Qatarcrisisnews.com; and
- 5 c. Creating corresponding social media accounts for each website on
- 6 platforms such as YouTube, Facebook, and Twitter, among other
- 7 social media platforms.

8 110. The intent of the Disinformation Conspiracy was to promote the UAE  
9 and UAE-based businesses by disparaging Qatar and Qatari-related businesses.

10 111. Defendants knew, or should have known through the exercise of  
11 reasonable care, that these misrepresentations were material and that a reasonable  
12 person would have attached importance to the truth or falsity of the representations  
13 made by the Defendants in the Disinformation Conspiracy and would be influenced  
14 not to do business with Mosafer as a result of the Disinformation Conspiracy.

15 112. As a result of Defendants' Disinformation Conspiracy, Mosafer has  
16 suffered severe harm, including a loss of sales and goodwill.

17 113. Through this cause of action, Mosafer requests equitable and injunctive  
18 relief prohibiting Defendants from engaging in the conduct and practices alleged  
19 herein. Furthermore, Mosafer is entitled to attorneys' fees pursuant to California  
20 Code of Civil Procedure § 1021.5.

21 **THIRD CAUSE OF ACTION**

22 **False Advertising In Violation of Section 43(a)(1)(B) of the Lanham Act**  
23 **(15 U.S.C. § 1125(a)(1)(B))**  
**(All Plaintiffs against all Defendants)**

24 114. Mosafer alleges and incorporates herein each and all of the allegations of  
25 paragraphs 1 through 97, inclusive.

26 115. Under Section 43(a)(1)(B) of the Lanham Act, "[a]ny person who, on or  
27 in connection with any goods or services . . . uses in commerce any word, term, name,  
28 symbol, or device, or any combination thereof, or any false designation of origin, false

1 or misleading description of fact, or false or misleading representation of fact, which--  
2 . . . (B) in commercial advertising or promotion, misrepresents the nature,  
3 characteristics, qualities, or geographic origin of his or her or another person's goods,  
4 services, or commercial activities, shall be liable in a civil action by any person who  
5 believes that he or she is or is likely to be damaged by such act." 15 U.S.C. §  
6 1125(a)(1)(B).

7 116. Defendants knowingly and intentionally spread disinformation regarding  
8 the state of Qatar and Qatari-based businesses (such as Mosafer) in order to mislead  
9 and deceive the public into believing that (1) Qatar and Qatari businesses were  
10 unstable and untrustworthy; (2) the political state of Qatar was extremely unstable,  
11 rendering travel to and through Qatar unsafe; and (3) boycotting Qatar businesses was  
12 necessary to counteract their terrorism funding activities.

13 117. Through their Disinformation Conspiracy, Defendants disseminated false  
14 and misleading information through advertisements that were likely to deceive  
15 members of the public throughout the U.S. through the following methods:

- 16 a. Conventional media advertising, such as print ads and influencers;
- 17 b. The Internet, including the creation of websites, such as  
18 Qatarexposed.com, Qatartruth.com, BoycottQatarnow.com, and  
19 Qatarcrisisnews.com; and
- 20 c. Creating corresponding social media accounts for each website on  
21 platforms such as YouTube, Facebook, and Twitter, among other  
22 social media platforms.

23 118. The intent of the Disinformation Conspiracy was to promote the UAE  
24 and UAE-based businesses by disparaging Qatar and Qatari-related businesses.

25 119. Defendants knew, or should have known through the exercise of  
26 reasonable care, that these misrepresentations were material and that a reasonable  
27 person would have attached importance to the truth or falsity of the representations  
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1 made by the Defendants in the Disinformation Conspiracy and would be influenced  
2 not to do business with Mosafer as a result of the Disinformation Conspiracy.

3 120. As a result of Defendants' Disinformation Conspiracy, Mosafer has  
4 suffered severe harm, including a loss of sales and goodwill.

5 121. Through this cause of action, Mosafer requests its actual damages,  
6 including future damages, that Mosafer has sustained, or will sustain, due to  
7 Defendants' wrongful conduct, as well as equitable relief including disgorgement of  
8 all proceeds and moneys wrongfully received by Defendants as a result of their  
9 wrongful conduct, and injunctive relief prohibiting Defendants from engaging in the  
10 conduct and practices alleged herein. Furthermore, Mosafer is entitled to attorneys'  
11 fees and costs.

12 **FOURTH CAUSE OF ACTION**  
13 **Trade libel**  
14 **(All Plaintiffs against all Defendants)**

15 122. Mosafer alleges and incorporates herein each and all of the allegations of  
16 paragraphs 1 through 97, inclusive.

17 123. Mosafer's travel agency allows customers to book travel to Qatar and  
18 other middle eastern destinations by traveling through Qatar. Moreover, Mosafer's  
19 branding, including the branding in its retail stores and e-commerce stores, attempted  
20 to make the companies synonymous with Qatar.

21 124. Defendants knowingly and intentionally spread false and disparaging  
22 information regarding the state of Qatar and Qatari-based businesses—including  
23 Mosafer—by using media, websites, and social media platforms in order to mislead  
24 and deceive the public into believing that (1) Qatar and Qatari businesses were  
25 unstable and untrustworthy; (2) the political state of Qatar was extremely unstable,  
26 rendering travel to and through Qatar unsafe; and (3) boycotting Qatar businesses was  
27 necessary to counteract their terrorism funding activities.  
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1 125. As a result of Defendants' Disinformation Conspiracy, Mosafer has  
2 suffered severe harm, including a loss of sales and goodwill, because customers were  
3 deceived into believing that they should not do business with Mosafer.

4 126. Through this cause of action, Mosafer seeks special damages for the  
5 customers that it lost as a result of the Disinformation Conspiracy.

6 **FIFTH CAUSE OF ACTION**

7 **Negligence**  
8 **(All Plaintiffs against all Defendants)**

9 127. Mosafer alleges and incorporates herein each and all of the allegations of  
10 paragraphs 1 through 97, inclusive.

11 128. Defendants owed Mosafer a duty of care based on its affirmative conduct  
12 in creating a risk and based on its statutory obligations not to make misleading  
13 statements and not to violate FARA.

14 129. Defendants breached their duty to Mosafer by, in violation of FARA and  
15 false advertising laws, knowingly and intentionally spreading disinformation  
16 regarding the state of Qatar and Qatari-based businesses (such as Mosafer) by using  
17 media, websites, and social media platforms in order to mislead and deceive the public  
18 into believing that (1) Qatar and Qatari businesses were unstable and untrustworthy;  
19 (2) the political state of Qatar was extremely unstable, rendering travel to and through  
20 Qatar unsafe; and (3) boycotting Qatar businesses was necessary to counteract their  
21 terrorism funding activities.

22 130. Defendants' actions directly and proximately damaged Mosafer, and as a  
23 result of these actions and/or omissions, Plaintiffs suffered damages.

24 131. Through this cause of action, Mosafer seeks monetary damages of at least  
25 \$75,000 for Defendants' conduct described herein.

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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray that this Court enters judgment in their favor and against Defendants as follows:

1. Compensatory damages in an amount to be proven at trial;
2. Attorneys’ fees and costs;
3. Equitable relief including restitution and/or disgorgement of profits;
4. Injunctive relief; and
5. Any other relief that the Court may deem just and proper.

DATED: August 5, 2021

LARSON LLP

By: /s/ Stephen G. Larson

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Stephen G. Larson  
Koren L. Bell  
Paul A. Rigali  
Jonathan D. Gershon  
Attorneys for Plaintiffs MOSAFER  
INC., MOSAFER E-COM, INC.,  
and GOMOSAFER



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**DEMAND FOR JURY TRIAL**

In accordance with Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury with respect to all issues and claims, asserted by any party, triable of right by a jury, in the above-captioned action.

DATED: August 5, 2021

LARSON LLP

By: /s/ Stephen G. Larson

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