

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

8 Attorneys for Plaintiff  
9 ALI AL-AHMED

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

11	ALI AL-AHMED,	)	CASE NO.:
12	Plaintiff,	)	<b>COMPLAINT AND DEMAND</b>
13	v.	)	<b>FOR JURY TRIAL</b>
14	TWITTER, INC.,	)	
15	ALI HAMAD A ALZABARAH, and	)	
16	AHMAD ABOUAMMO,	)	
17	Defendants.	)	

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

COMPLAINT AND DEMAND FOR JURY TRIAL

CASE No. \_\_\_\_

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

4 **THE PARTIES**

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

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

12 3. In 2011, Saudi Prince Alwaleed Bin Talal (hereinafter “Bin Talal”) purchased \$300  
13 million worth of stock in Twitter. In 2015, Bin Talal made an additional investment, owning  
14 5.2% of the company, more than Twitter’s founder and CEO<sup>2</sup>. A January 29, 2018 article in  
15 the British newspaper, *The Daily Mail*, reported that after being imprisoned and perhaps  
16 tortured by KSA, Bin Talal signed over many of his assets to Crown Prince Mohammed Bin  
17 Salman (hereinafter “MBS”). According to *The Daily Mail*, a deal was allegedly made with  
18 MBS allowing MBS to seize control of these assets and those of other princes, so long as the  
19 assets remained in the United States.  
20  
21  
22

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

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





**GENERAL ALLEGATIONS**

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

-- @TwitterSafety, October 3, 2020<sup>4</sup>

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

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

**A. Allegations Relevant To All Causes Of Action**

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

17. It is not an overstatement to suggest that Mr. Al-Ahmed has become a thorn in the side of the KSA. Indeed, he would not dispute that he has made it his life’s work to counter KSA propaganda and expose systemic corruption, violence, and police state tactics within the KSA, and to counter the KSA’s efforts to masquerade itself as a modern nation. As a

---

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

1 result, Mr. Al-Ahmed attests that the KSA has consistently attempted to—quite literally—  
2 silence his voice, even going so far as to attempt to kidnap and kill him on multiple occasions.  
3 The KSA has also formally stripped Mr. Al-Ahmed of his Saudi nationality and has kept him  
4 under vigilant surveillance.

5 18. He has been invited to speak by institutions including Princeton University,  
6 Amnesty International, the Hudson Institute, American Enterprise Institute, and Meridian  
7 International Center, and has testified before Congress on several occasions on the issue of  
8 civil rights and religious freedom in the Middle East. Additionally, he has authored reports  
9 on Saudi Arabia regarding religious freedom, torture, press freedom, and religious  
10 curriculum.

11 19. Although Mr. Al-Ahmed usually disseminates information via social media, Al-  
12 Ahmed is a frequent consultant to major international broadcast media outlets on issues  
13 including Saudi political affairs, terrorism, Sunni-Shi'a relations, Wahhabi Islam, political  
14 and religious oppression, human and women's rights in Saudi Arabia, and the Saudi-U.S.  
15 relationship. He has been a regular guest on CBS News, CNN, PBS, Fox News, and Al-  
16 Jazeera. He has written for, and has been quoted in, the Washington Post, Associated Press,  
17 The Times, Reuters, the Wall Street Journal, USA Today, and the Boston Globe. In short, he  
18 is a leading Saudi voice for KSA reform and democratization.

19 20. With the passage of time, Mr. Al-Ahmed has become such an influential voice  
20 that multiple prominent Saudi officials have followed his Arabic Twitter, his largest  
21 verifiable social media account, which has over 36,000 followers worldwide (although, as  
22 will be described in further detail herein, it has since been suspended).

23 **B. Twitter's Unauthorized and Unlawful Hacking of Mr. Al-Ahmed's Private**  
24 **Information**

25 21. In or around August 2013, until in or around December 2015, Alzabarah and  
26 Abouammo— Twitter employees charged and indicted by the United States government in  
27

1 November 2019 for being KSA spies<sup>5</sup> – accessed the company’s information on an array of  
2 Saudi dissidents including Mr. Al-Ahmed<sup>6</sup>.

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

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

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

19 25. A superseding indictment filed by the United States Attorneys’ Office makes clear  
20 that Twitter failed to detect these breaches over a period of time spanning over a year<sup>7</sup>. While  
21

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

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

28 <sup>7</sup> *See id.*

1 Twitter has since ostensibly attempted to remedy their indefensible security practices, the  
2 damage to Mr. Al-Ahmed and his followers had already been done. Twitters' subsequent  
3 efforts to enhance their security protocols does not undo the damage done to Mr. Al-Ahmed  
4 and his followers as a result of Twitter's slip shot practices which have made Mr. Al-Ahmed,  
5 and many of his followers, targets for the brutal KSA, jeopardizing the very lives of his  
6 followers living within the confines of the KSA and its surrounding environs.  
7

8 26. Indeed, several Twitter users, who either followed Mr. Al-Ahmed's Twitter  
9 account and/or had direct contact with him through the use of Twitter's private messaging  
10 feature, have disappeared, been arrested, or have been executed. One such example is Abdullah  
11 al-Hamid, a Saudi Dissident and follower of Mr. Al-Ahmed's Twitter account, who was jailed  
12 and ultimately died in custody<sup>8</sup>.

13  
14 27. On the heels of all this death and skullduggery, in or about May 2018, the KSA  
15 managed to fully silence Mr. Al-Ahmed when they had their embedded Twitter agents, or  
16 others within Twitter, suspend Mr. Al-Ahmed's Arabic Twitter account, "@AliAlahmed,"  
17 without explanation, warning, or justification. Despite the above-noted Justice Department  
18 criminal complaint exposing these Twitter KSA agents' activities in November of 2019, Mr.  
19 Al-Ahmed's repeated attempts to appeal his suspension have been to no avail. While Twitter  
20 may wish to play the victim of state-sponsored espionage, Twitter's conduct in punishing the  
21 victims of this intrigue, including Mr. Al-Ahmed, tells a far different story: one of ratification,  
22  
23  
24  
25  
26

---

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



1 complicity, and/or adoption tailored to appease a neigh beneficial owner and preserve access  
2 to a key market, the KSA<sup>9</sup>.

3 28. This helps explain why Twitter has upheld Mr. Al-Ahmed’s suspension and kept  
4 his account inaccessible including Mr. Al-Ahmed’s access to his approximately 36,000  
5 *followers’ contact information*. The genesis of this suspension having been clearly exposed,  
6 Twitter continues to bar Mr. Al-Ahmed from access or use, corroborating his claims that  
7 Twitter is continuing to do the KSA’s bidding; preferring access to the KSA and funding from  
8 the KSA over human rights, freedom, and to abiding by the terms of its owner agreements  
9 made with Twitter subscribers, and in contravention of its public representation that Twitter is  
10 committed to protecting Twitter uses.

11 29. Twitter’s Privacy Policy states, in pertinent part, that:

12  
13  
14 About public and protected Tweets – Should you choose to protect  
15 your Tweets, you can do so through your account settings...If you  
16 protect your Tweets, you’ll receive a request when new people want  
17 to follow you, which you can approve or deny...Protected Tweets:  
18 Only visible to your Twitter followers. Please keep in mind, your  
19 followers may still capture images of your Tweets and share  
20 them.”<sup>10</sup>

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

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

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

3           31.     Mr. Al-Ahmed spent many years of time and effort cultivating and curating his  
4 expansive list of Twitter followers and business contacts, which effectively amounts to  
5 valuable intellectual and proprietary property—particularly insofar as it has earned him  
6 credibility, career nods, and, significantly, income—reflecting a huge number of persons  
7 interested in unvarnished coverage of the KSA’s activities provided from a pro-democracy and  
8 pro-human rights vantage point.<sup>11</sup> Upon information and belief, some of Mr. Al-Ahmed’s  
9 followers’ accounts have also been shut down as a result of protesting his account suspension.  
10 This is not only immoral, but also undemocratic.  
11

12           32.     In pertinent part, Twitter, in its “Twitter Rules,” states that:

13                   Twitter’s purpose is to serve the public conversation. Violence,  
14 harassment and other similar types of behavior discourage people  
15 from expressing themselves, and ultimately diminish the value of  
16 global public conversation. Our rules are to ensure all people can  
17 participate in the public conversation freely and safely...Safety -  
18 Violence: You may not threaten violence against an individual or a  
19 group of people. We also prohibit the glorification of violence.  
20 Learn more about our violent threat and glorification of violence  
21 policies...

22                   Terrorism/violent extremism: You may not threaten or promote  
23 terrorism or violent extremism. There is no place on Twitter for  
24 terrorist organizations or violent extremist groups and individuals  
25 who affiliate with and promote their illicit activities. The violence  
26 that these groups engage in and/or promote jeopardizes the physical  
27 safety and well-being of those targeted. Our assessments in this  
28 context are informed by national and international terrorism  
designations. We also assess organizations under our violent  
extremist group criteria. Violent extremist groups are those that  
meet all of the below criteria: identify through their stated purpose,  
publications, or actions as an extremist group; have engaged in, or  
currently engage in, violence and/or the promotion of violence as a

---

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

1 means to further their cause; and target civilians in their acts and/or  
2 promotion of violence. We examine a group’s activities both on and  
3 off Twitter to determine whether they engage in and/or promote  
4 violence against civilians to advance a political, religious and/or  
5 social cause.

6 What is in violation of this policy? Under this policy, you can’t  
7 affiliate with and promote the illicit activities of a terrorist  
8 organization or violent extremist group. Examples of the types of  
9 content that violate this policy include, but are not limited to:  
10 engaging in or promoting acts on behalf of a terrorist organization  
11 or violent extremist group; recruiting for a terrorist organization or  
12 violent extremist group; providing or distributing services (e.g.,  
13 financial, media/propaganda) to further a terrorist organization’s or  
14 violent extremist group’s stated goals; and using the insignia or  
15 symbols of terrorist organizations or violent extremist groups to  
16 promote them. What is not a violation of this policy? We may make  
17 limited exceptions for groups that have reformed or are currently  
18 engaging in a peaceful resolution process, as well as groups with  
19 representatives who have been elected to public office through  
20 democratic elections. We may also make exceptions related to the  
21 discussion of terrorism or extremism for clearly educational or  
22 documentary purposes. This policy also doesn’t apply to military or  
23 government entities<sup>12</sup>.

24  
25  
26  
27  
28  
33. Between Twitter’s holding out that one can protect their Tweets, the above-  
referenced affirmative corporate and global commitment to “serve the public conversation,”  
and Twitter’s supposed opposition to violence and terrorism, Twitter’s failure to screen and  
supervise its employees, thereby allowing KSA spies to locate KSA critics and disseminate  
their information so that they could be silenced, makes a mockery of this so-called  
“commitment.” It is unfortunate that individuals like the Plaintiff have detrimentally relied on  
Twitter’s purported commitment to their undying personal prejudice, particularly in the face  
of those who how have been disappeared, arrested, or otherwise subject to KSA extreme

---

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

1 prejudice or sanction—perhaps for having followed Plaintiff or “liking” one of his posts, while  
2 believing that their identity was “protected.”

3 34. Now, Plaintiff cannot even access his list of over 36,000 pro-democracy leaning  
4 followers who have had enough of the KSA’s police state antics, perversely turning Twitter’s  
5 “commitment” on its head by silencing critics of terrorism and violence, and positioning  
6 Twitter to carry out the KSA’s mission by doing violence to truth and free speech, and by  
7 denying Plaintiff access to his proprietary list of followers, contacts, research, and other  
8 intellectual property, even after Twitter’s slip shod adherence to its protocols, and negligence  
9 in its hiring and supervising of embedded spies was roundly exposed by the Department of  
10 Justice’s November 2019 Criminal Complaint<sup>13</sup>.

11  
12 35. Despite its alleged commitment to “serve the public conversation”, Twitter’s  
13 conduct is equivalent to Poland’s silencing of Lech Wałęsa to preserve its reach, market share,  
14 and funding from the USSR. To make matters worse, Twitter did so *after* hiring KSA agents  
15 and recruits to oversee internal operations. The ramifications of this kind of continuous and  
16 willful blindness cannot be overstated.

17  
18 36. In Twitter’s 2020 10Q filed with the Securities and Exchange Commission, Twitter  
19 “disclosed that on July 28, 2020, the Company received a draft complaint from the Federal  
20 Trade Commission (FTC) alleging violations...[r]elate[d] to the Company’s use of phone  
21 number and/or email address data provided for safety and security purposes [ostensibly for  
22 targeted advertising] during periods between 2013 and 2019 [and reserving for]...probable loss  
23 in this matter is \$150.0 million to \$250.0 million.”<sup>14</sup> Twitter has clearly failed to safeguard  
24  
25

26  
27 <sup>13</sup> <https://www.justice.gov/usao-ndca/press-release/file/1215976/download>

<sup>14</sup>10Q dated June 30, 2020,  
28 <https://www.sec.gov/ix?doc=/Archives/edgar/data/1418091/000141809120000158/twtr-20200630.htm>

1 data as it promised and as its users, such as Mr. Al-Ahmed, would expect. Therefore, Twitter  
2 must be held accountable.

3  
4 **C. Jack Dorsey’s Relationship With The Twitter Spy Ring**

5 37. Further demonstrating Twitter’s complicity in the Twitter spy campaign is Twitter  
6 CEO, Jack Dorsey’s (“Dorsey”) relationship to Bader al-Asaker (“Asaker”), head of MBS’  
7 affairs and operator of the Misk Foundation, who has also been dubbed the “Saudi mastermind”  
8 behind the Twitter spy scandal.<sup>15</sup>

9 38. The Twitter scandal, together with Asaker’s reported links to the murder of Saudi  
10 journalist Jamal Khashoggi, raises tough questions about Asaker and the KSA. “Scratch  
11 beneath the surface of Asaker’s Misk and you quickly realize that it’s not really what it claims  
12 to be,” Sunjeev Bery, director of the United States-based anti-autocrat campaign group  
13 Freedom Forward, told *The New Arab*.<sup>16</sup> “The crown prince and his henchmen keep trying to  
14 present themselves in a positive light, yet behind the scenes they spy on dissidents’ Twitter  
15 accounts and are willing to take a bone saw to anyone who disagrees with them.”<sup>17</sup>

16 39. The United States Attorneys Offices’ superseding indictment (the “Indictment”)  
17 against Abouammo and Alzabarah substantiates Asaker’s participation in the spy ring,  
18 referring to him (upon information and belief) as “Foreign Official-1,” whom provided  
19 Abouammo and Alzabarah with “gifts, cash payments, and promises of future employment in  
20 exchange for nonpublic information about Twitter uses, which constituted valuable  
21 property...”<sup>18</sup>

22  
23  
24  
25 \_\_\_\_\_  
26 <sup>15</sup> <https://english.alaraby.co.uk/analysis/meet-saudi-mastermind-behind-twitter-spy-scandal>

27 <sup>16</sup> *Id.*

28 <sup>17</sup> *Id.*

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

1           40.     According to the Indictment, Abouammo and Alzabarah were also responsible for  
2 removing (*i.e.*, suspending) certain users’ accounts including, upon information and belief, Mr.  
3 Al-Ahmed’s account.<sup>19</sup>

4           41.     Despite Asaker’s alleged connections to both the Twitter spy campaign and murder  
5 of dissident journalists, Twitter CEO, Jack Dorsey (“Dorsey”) met with both Asaker and MBS  
6 well after Dorsey learned about the KSA spy campaign; once at Twitter’s headquarters on June  
7 25, 2016, and at least one additional time in Riyadh thereafter.

9           42.     Notably, Dorsey follows Asakar’s Twitter account (and vice versa) to this very day.

10  
11           **D. Mr. Al-Ahmed Did Not Learn About Twitter’s Involvement Until November**  
12           **2019.**

13           43.     On or about December 11, 2015, Twitter purportedly sent a notice (the “Twitter  
14 Notice”) containing the following message to a “small group” of its users:

15                                 Dear @{{screen\_name}},

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

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

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

---

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

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

- Twitter

44. Conspicuously absent from the Twitter Notice is any indication that these so-called “state-sponsored actors...possibly associated with a government” committed these data breaches while they were located on Twitter’s premises and/or employed by Twitter and/or while using Twitter’s resources and/or at the direction of Twitter (or with Twitter’s tacit permission).

45. This is critical, because at this time, Mr. Al-Ahmed *had no reason to know or believe* that Twitter was complicit in, or, at the very least, negligent in its hiring, training, supervision and/or retention of the conduct of its employees, Alzabarah and Abouammo. Had Mr. Al-Ahmed known that Twitter’s employees were directly responsible for hacking his personal information, he would have taken swift and immediate action against Twitter and these employees; however, because Mr. Al-Ahmed did not, and *could not* have, known of Twitter’s involvement (or the involvement of Alzabarah and Abouammo) until Alzabarah and Abouammo’s public indictment on November 19, 2019, he did not take any action until this time.<sup>20</sup>

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

---

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





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

## CLAIMS FOR RELIEF

### CLAIM ONE

#### **Violations of the Electronics Communications Privacy Act ("EPCA") (18 U.S.C. §§ 2511, et seq.) (Against All Defendants)**

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

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

23 52. The ECPA defines "electronic communications system" as any wire, radio,  
 24 electromagnetic, photo optical or photoelectronic facilities for the transmission of wire or  
 25 electronic communications, and any computer facilities or related electronic equipment for  
 26 the electronic storage of such communications. 18 U.S.C. § 2510(14).  
 27



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

**CLAIM TWO**  
**Violations of the Computer Fraud and Abuse Act (“CFAA”)**  
**(18 U.S.C. § 1030)**  
**(Against All Defendants)**

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

60. Defendants intentionally accessed a computer without authorization and/or exceeded any authorized access and in so doing intentionally breached Twitter’s Terms of Service and Privacy Policy.

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

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

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

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

65. By assessing, collecting, and transmitting Plaintiff’s computer data without authorization, Defendants intentionally caused damage to his computer by impairing the integrity of information and/or data.

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

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

1 68. Plaintiff expended time, money, and resources to investigate and remedy  
2 Defendants' breaches of his computer.

3 69. Plaintiff has additionally suffered loss by reason of these violations, including,  
4 without limitation, violation of the right of privacy.

5 70. Defendants' actions were knowing and/or reckless and caused harm to Plaintiff.

6 **CLAIM THREE**  
7 **Violations of the Stored Communications Act**  
8 **(18 USC §§ 2701, *et seq.*)**  
9 **(Against All Defendants)**

10 71. Plaintiff incorporates by reference the allegations contained in the foregoing  
11 paragraphs as though fully set forth herein.

12 72. The Electronic Communications Privacy Act, 18 U.S.C. §§ 2510, *et seq.* (the  
13 "ECPA") broadly defines an "electronic communication" as "any transfer of signs, signals,  
14 writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by  
15 a wire, radio, electromagnetic, photoelectronic or photo optical system that affects interstate  
16 or foreign commerce. . . ." 18 U.S.C. § 2510(12). The Stored Communications Act  
17 incorporates this definition.

18 73. Pursuant to the ECPA and Stored Communications Act ("SCA"), "electronic  
19 storage" means any "temporary storage of a wire or electronic communication incidental to  
20 the electronic transmission thereof." 18 U.S.C. § 2510(17)(A). This type of electronic storage  
21 includes communications in intermediate electronic storage that have not yet been delivered  
22 to their intended recipient.

23 74. The SCA mandates, among other things, that it is unlawful for a person to obtain  
24 access to stored communications on another's computer system without authorization. 18  
25 U.S.C. § 2701.

26 75. Congress expressly included provisions in the SCA to address this issue so as to  
27 prevent "unauthorized persons deliberately gaining access to, and sometimes tampering with,  
28

1 electronic or wire communications that are not intended to be available to the public.” S. Rep.  
2 No. 99–541, 35, 1986 U.S.C.C.A.N. 3555, 3589.

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

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

14 78. Defendants have also violated 18 U.S.C. § 2701(a)(2) because they intentionally  
15 exceeded authorization to access consumers-users’ communications and obtained, altered  
16 and/or prevented authorized access to a wire or electronic communication while in electronic  
17 storage by accessing files on the Plaintiff’s network without permission.

18 79. As a result of Defendants’ conduct described herein and their violation of § 2701,  
19 Plaintiff has suffered injuries to his privacy rights, and economic harm due to Defendants’  
20 unjust enrichment at his expense. Plaintiff seeks an order enjoining Defendants’ conduct  
21 described herein and awarding him the maximum statutory and punitive damages available  
22 under 18 U.S.C. § 2707.

23 **CLAIM FOUR**  
24 **Violation of California’s Unfair Competition Law (“UCL”) California Business and**  
25 **Professions Code § 17200, et seq.**  
26 **(Against Twitter)**

27 80. Plaintiff incorporates by reference the allegations contained in the foregoing  
28 paragraphs as though fully set forth herein.





1 used in a manner that affects interstate or foreign commerce or communication of the United  
2 States (§18 U.S.C. § 1030(e)(2))<sup>21</sup>.

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

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

17 (2) Knowingly accesses and without permission **takes, copies, or**  
18 **makes use of any data from a computer, computer system, or**  
19 **computer network**, or takes or copies any supporting  
20 documentation, whether existing or residing internal or external to  
21 a computer, computer system, or computer network.

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

24 (5) Knowingly and without permission disrupts or **causes the**  
25 **disruption of** computer services or denies or causes the denial of  
26 computer services to an authorized user of a computer, computer  
27 system, or computer network.

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

---

<sup>21</sup> Similarly, the Antiterrorism Act of 1990 prohibits “harboring or concealing terrorists” (18 U.S.C. § 2339), “providing material support to terrorists” (18 U.S.C. § 2339A), “providing material support or resources to designated foreign terrorist” (18 U.S.C. § 2339B), and the “financing of terrorism” (18 U.S.C. § 2339C).



1  
2 (7) Knowingly and without permission accesses or **causes to be**  
3 **accessed** any computer, computer system, or computer network.

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

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

8 93. The violation of any law constitutes an “unlawful” business practice under the  
9 UCL.

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

14 95. Twitter’s violation of the UCL, through its unlawful, unfair, and fraudulent  
15 business practices, are ongoing and present a continuing threat that Plaintiff and the public  
16 will be deceived into utilizing their services that are subject to arbitrarily enforced policies  
17 and deliberately compromised private/confidential information of its consumers-users like  
18 Plaintiff.

19 96. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent injunctive  
20 relief and order Twitter to cease this unfair competition, as well as disgorgement and  
21 restitution to Plaintiff and of all profits lost and Twitters’ revenues associated with its unfair  
22 competition, or such portion of those lost profits and/or revenues as the Court may find  
23 equitable.

24 **CLAIM FIVE**  
25 **Unjust Enrichment**  
26 **(Against Twitter)**

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



1 and improper surveillance of Plaintiff's account.<sup>22</sup> All of this information was collected from  
2 Plaintiff without authorization and through deceptive and unlawful conduct.

3 104. Alzabarah and Abouammo appreciate or have knowledge of such benefits.

4 105. Under principles of equity and good conscience, Alzabarah and Abouammo  
5 should not be permitted to retain the money and/or property obtained by selling information  
6 about Plaintiff to the KSA, which Alzabarah and Abouammo have unjustly obtained as a  
7 result of their unlawful actions.  
8

9 106. Accordingly, Plaintiff seeks full disgorgement and restitution of any money  
10 and/or property Alzabarah and Abouammo have retained as a result of the unlawful and/or  
11 wrongful conduct alleged herein.

12 **CLAIM SEVEN**  
13 **Breach of Contract**  
14 **(Against Twitter)**

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

17 108. In or about 2009, Plaintiff entered into a contractual relationship with Twitter when  
18 he created a Twitter user account.

19 109. Both Plaintiff and Twitter agreed to abide by the terms of Twitter's User Agreement  
20 (the "Contract").  
21

22 110. Pursuant to Twitter's 2015 Terms, which, upon information and belief, mirror the  
23 terms that were in place during the relevant period, Twitter states, in pertinent part, that

24 You may use the Services only if you can form a binding contract  
25 with Twitter and are not a person barred from receiving services  
26 under the laws of the United States or other applicable jurisdiction.

27 <sup>22</sup> <https://www.justice.gov/usao-ndca/page/file/1299331/download>

1 If you are accepting these Terms and using the Services on behalf of  
2 a company, organization, government, or other legal entity, you  
3 represent and warrant that you are authorized to do so. You may use  
4 the Services only in compliance with these Terms and all applicable  
5 local, state, national, and international laws, rules and regulations.

6 111. The foregoing language demonstrates the existence of a contractual relationship  
7 between Twitter and its users, including Plaintiff, and Twitter should be equitably estopped  
8 from asserting otherwise.

9 112. While Twitter maintained the right to share or disclose certain personal data under  
10 limited conditions pursuant to its 2015 Privacy Policy, Twitter did not have the right to sell or  
11 share Plaintiff's private information to the KSA. In fact, in so doing, Twitter breached its  
12 policies by endangering Plaintiff's life, as well as the lives of his followers and confidential  
13 sources.

14 113. In this regard, Twitter has agreed to take all necessary measures in order to properly  
15 and effectively safeguard Plaintiff's account.

16 114. Plaintiff has abided by the terms set forth under the Contract between the parties,  
17 to the extent those obligations were not otherwise excused.

18 115. Consideration for the Contract between the parties includes, without limitation, the  
19 mutual promises and covenants by Plaintiff and Twitter. Specifically, where Twitter granted a  
20 non-exclusive license to Plaintiff to access and use Twitter's platform conditioned on  
21 compliance with all applicable terms, laws, rules, and regulations, in exchange for Twitter, its  
22 third-party providers, and partners to retain discretionary authority to advertise in connection  
23 with the display of Plaintiff's exclusive content. The pertinent language is as follows:  
24

25 In consideration for Twitter granting you access to and use of the  
26 Services, you agree that Twitter and its third party providers and  
27 partners may place such advertising on the Services or in connection  
28 with the display of Content or information from the Services  
whether submitted by you or others.

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

116. In breach of the Contract, in or around 2014 through and including 2018, Twitter, without any legitimate justification, breached the Contract by failing to adhere to the procedures and protections set forth in Twitter’s policies in ways including, but not limited to, the following:

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

- 1 i. Failing to adequately or meaningfully address and consider Plaintiff's appeal  
2 from the suspension of his account.

3  
4 117. Plaintiff has suffered damages as a direct and proximate result of Twitter's breach  
5 of the user agreement and Twitter's policies including, but not limited to, the following.

- 6 a. Long-term injury and damage to his professional reputation and career  
7  
8 b. Loss of compensation, wages, and income  
9  
10 c. Loss of employment and freelance opportunities, interviews, and events at other  
11 institutions; and  
12  
13 d. Emotional pain and suffering.

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

16  
17 **CLAIM EIGHT**  
18 **Promissory Estoppel**  
19 **(Against Defendant Twitter)**

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

22 120. Twitter, by express assertions and its conduct, promised through their "Privacy  
23 Policy" that only non-personal data, such as aggregated information referring to  
24 engagements, posts, and demographics would be shared or disclosed. Furthermore, through  
25 Twitter's "Privacy Policy", when referring to "Direct Messages and Non-Public  
26 Communications," Twitter asserted that users' personal data would be stored and processed  
27 for the purpose of, *inter alia*, "to protect the safety and integrity of Twitter's platform."  
28 Additionally, through its "Twitter Rules", Twitter promised their commitment to "serve the  
public conversation" and to vehemently oppose violent and terrorist-like activity.

1 121. Plaintiff reasonably relied on Twitter’s aforesaid assertions and promises to his  
2 injury and detriment, in that Plaintiff would engage in conversations via Twitter’s “Direct  
3 Messaging” feature with many pro-democracy confidants, the substance of those  
4 communications being personal and sensitive in nature, and in many instances, of life and  
5 death consequence.

6  
7 122. Based on Twitter’s “Rules” and “Privacy Policy”, which contained the above  
8 assertions, Twitter knew or should have known that Plaintiff would rely on its promises and  
9 conduct, and that the same would induce Plaintiff to reasonably believe that the identities to  
10 and the substances of these communications would be obtained and/or mined by KSA spies  
11 to harm and silence KSA critics.

12  
13 123. Twitter has reneged on its promise so as to violate the binding Agreement between  
14 Twitter and Plaintiff, as well as breached the assertions referenced above, both expressly and  
15 by its conduct.

16 124. The aforementioned wrongful acts of Twitter caused and are continuing to cause  
17 irreparable injury to Plaintiff and will continue to cause damage to Plaintiff in an amount in  
18 excess of the jurisdictional limits of this Court.

19  
20 **CLAIM NINE**  
21 **Intrusion Upon Seclusion**  
22 **(Against All Defendants)**

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

25 126. Section 3.3 of Twitter’s 2015 Privacy Policy, which, upon information and belief,  
26 mirror the terms that were in place during the relevant period, states, in pertinent part, that

27 Notwithstanding anything to the contrary in this Privacy Policy or  
28 controls we may otherwise offer to you, we may preserve, use, share,  
or disclose your personal data or other safety data if we believe that

1           it is **reasonably necessary to comply with a law, regulation, legal**  
2           **process, or governmental request:** to protect the safety of any  
3           person; to protect the safety or integrity of our platform, including  
4           to help prevent spam, abuse, or malicious actors on our services, or  
5           to explain why we have removed content or accounts from our  
6           services; to address fraud, security, or technical issues; or to protect  
7           our rights or property or the rights or property of those who use our  
8           services. However, nothing in this Privacy Policy is intended to limit  
9           any legal defenses or objections that you may have to a third party's,  
10          including a government's, request to disclose your personal data.

11          127. Thus, while Twitter retained the right to share or disclose certain personal data  
12          under limited conditions, Twitter did not have the right to sell or share Plaintiff's private  
13          information to the KSA, and doing so was a breach of its very policies. Indeed, even without  
14          an expression provision, selling or transferring such information to a foreign state actor known  
15          to severely sanction critics would be a violation of good faith which is part and parcel of this  
16          agreement.

17          128. Pursuant to Twitter's 2015 Terms, Plaintiff had a reasonable expectation that his  
18          personal data, including contacts, private messages, confidential sources, and other  
19          proprietary information contained within his Twitter account would be protected against  
20          unlawful access, breach, and dissemination.

21          129. Defendants, without authorization, intentionally invaded Plaintiff's private affairs  
22          by unlawfully, and in contravention of Twitter's policies, rules, and regulations, breached  
23          Plaintiff's account, gained access to his personal, confidential, and proprietary data and  
24          information including, but not limited to, private messages, contacts, confidential sources,  
25          conversations, and information, and provided the foregoing to the KSA.

26          130. The aforementioned invasion of Plaintiff's affairs is offensive to a reasonable  
27          person insofar as it involved private and confidential communications between Plaintiff and  
28



1 his journalistic sources, many of whom put their lives at risk to offer information, and some  
2 of whom were imprisoned or simply disappeared as a result of Defendants' unlawful spying.

3 131. As of result of the foregoing, Plaintiff has suffered and continues to suffer severe  
4 mental anguish and suffering, and pecuniary harm.

5  
6 **COUNT TEN**  
7 **Negligent Hiring, Supervision, and Retention**  
8 **(Against Twitter)**

9 132. Plaintiff hereby incorporates by reference each and every allegation contained in  
10 the foregoing paragraphs as though fully set forth herein.

11 133. Twitter knew, or should have known, that Alzabarah and Abouammo were unfit,  
12 incompetent, and/or otherwise too compromised to perform their job duties and therefore posed  
13 a risk to Twitter users including, but not limited to, Plaintiff, because of Alzabarah and  
14 Abouammo's allegiance and loyalty to, and close relationship with, the KSA and its associates,  
15 as well as their obvious propensities to engage in the conduct that caused injuries to Plaintiff  
16 as described herein. Upon information and belief, had Twitter performed an appropriate  
17 background and screening test, it would have revealed that Alzabarah and Abouammo had  
18 troubling and suspicious relationships with key members of the KSA including, but not limited  
19 to, Asaker, MBS's top aide and the ultimate mastermind behind the Twitter spying scandal.

20 134. The conduct engaged in by Alzabarah and Abouammo, as alleged herein, was  
21 avoidable and would not have occurred had Twitter implemented and exercised appropriate  
22 hiring and screening practices.

23 135. Twitter failed to exercise reasonable care, and failed to implement policies,  
24 practices, and both procedural and oversight safeguards that could have, and would have,  
25 prevented the acts perpetrated by Alzabarah and Abouammo. The conduct engaged in by  
26 Alzabarah and Abouammo, as alleged herein, was avoidable and would not have occurred had  
27

1 Twitter implemented and exercised appropriate supervisory and oversight practices over its  
2 employees. This further demonstrated by the fact that, at least as asserted by Twitter, it took  
3 them at least one year to even detect the improper and criminal actions of Alzabarah and  
4 Abouammo.

5  
6 136. Twitter had advanced knowledge that Alzabarah and Abouammo were causing  
7 harm to Twitter users, including Plaintiff, and that a failure to remedy or mitigate the problem  
8 would result in a catastrophic event, which foreseeably would lead to harm and/or injuries to  
9 Twitter users including Plaintiff. Twitter had complete control over the hiring, supervision,  
10 and retention of Alzabarah and Abouammo, but failed to implement the appropriate  
11 mechanism to adequately supervise these individuals. The wrongful acts and/or omissions of  
12 Twitter, as set forth herein, were made, adopted, approved, authorized, endorsed and/or ratified  
13 by Twitter, its officers, directors, managing agents and/or employees, and were done  
14 maliciously, oppressively, fraudulently and/or with a willful and knowing disregard of the  
15 probable consequences for the safety and privacy of Plaintiff and the Twitter community at  
16 large.  
17

18 137. Twitter acted with malice, oppression and/or fraud in a manner that is shocking  
19 and offensive, thereby entitling Plaintiff to an award of punitive damages in an amount to be  
20 determined at trial.  
21

22 **COUNT ELEVEN**  
23 **CIVIL CONSPIRACY**  
24 **(Against All Defendants)**

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

27 139. At all times hereinafter mentioned, Defendants, each and every one of them,  
28 agreed and/or combined to engage in a civil conspiracy by formulating and operating an

1 employment relationship for the conscious commitment to allow the individual Defendants,  
2 acting through purposeful acts of espionage, to improperly acquire and gain access to  
3 Plaintiff's private information for the sole purpose of silencing and injuring Plaintiff and/or  
4 others who had direct contact with him through the use of Defendant Twitter's public and  
5 private platform features. This commitment to silence and injure Plaintiff and his followers  
6 was accomplished not only by the individual acts of Defendants Alzabarah and Abouammo,  
7 but by Defendant Twitter aiding and abetting the conspiracy by effectively suspending,  
8 banning, and otherwise rendering Plaintiff's public account inaccessible.

10 140. At all times hereinafter mentioned and upon all information and belief,  
11 Defendants, each and every one of them, agreed and/or combined to engage in a conspiracy  
12 to commit the unlawful acts described above.

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

17 142. At all times hereinafter mentioned and upon all information and belief,  
18 Defendants, each and every one of them, combined to engage in a conspiracy that was  
19 furthered by over acts.

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

24 144. Upon all information and belief, Defendants, each and every one of them,  
25 combined to engage in a scheme that was intended to violate the law and the rights of Plaintiff  
26 and the public-at-large.

1 145. In committing the acts described above, Plaintiff suffered actual damages,  
2 including emotional distress, mental suffering, and significant injuries to his personal and  
3 professional reputations.

4 146. In committing the acts described above, Defendants acted with malice toward  
5 Plaintiff, and therefore is entitled to recover in such amount as will sufficiently punish  
6 Defendants, jointly and severally, for their willful and malicious conduct and as will serve as  
7 an example to prevent a repetition of such conduct in the future.  
8

9 **COUNT TWELVE**  
10 **NEGLIGENCE**  
11 **(Against Twitter)**

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

14 148. At all times hereinafter mentioned, Defendants Alzabarah and Abouammo were  
15 employed by Defendant Twitter.

16 149. At all times hereinafter mentioned, Defendants Alzabarah and Abouammo were  
17 agents, servants and/or employees of Defendant Twitter.

18 150. At all times hereinafter mentioned, Defendants Alzabarah and Abouammo were  
19 acting within the course and scope of their employment with Defendant Twitter.

20 151. At all times hereinafter mentioned, Defendants Twitter was and is liable for the acts  
21 of Defendants Alzabarah and Abouammo under the doctrine of *respondeat superior*.  
22

23 152. At all times hereinafter mentioned, Defendant Twitter maintained control over its  
24 internal policies, practices, and safeguards for securing its internal database, users' personal  
25 and private data.

26 153. At all times hereinafter mentioned, Defendant Twitter maintained control over the  
27 acts and duties of employees/Defendants Alzabarah and Abouammo.  
28



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

4           162. Plaintiff's approximately 36,000 subscribers lists with associated data constitute a  
5 valuable intellectual and proprietary property—particularly insofar as it has earned Plaintiff  
6 credibility, career nods and income correlated to this huge universe of persons interested in  
7 unvarnished coverage of the KSA's activities provided from a pro-democracy and pro-human  
8 rights vantage point.

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

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

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

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

