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2029 CENTURY PARK EAST, SUITE 2900
LOS ANGELES, CA 90067
310-855-3000

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

13 **SUMMARY OF THE ACTION**

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

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27 ¹ The Qatari Royals, Sheikha Lulwah, Michele Faissola, and Marc Socker are
referred to herein as the Individual Defendants.

28 ² Dilmon, Maybourne Hotels Limited, and Beverly Hills Acquisition LLC are
referred to herein as the Entity Defendants.

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

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

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

18 5. During that period following the sale, Mr. McKillen and, later, his
19 company, HSMC, continued to manage and redevelop the Maybourne hotels, at
20 the direction of the Qatari Royals, including such hotels as Claridge’s, The
21 Connaught, The Berkeley, and a property adjacent to The Berkeley that had been
22 purchased in 2005, and which was later developed into a new hotel, The Emory.
23 Mr. McKillen, and later HSMC, managed and redeveloped Claridge’s, The
24 Connaught and The Berkeley for an agreed upon management fee (which was
25 separate from and in addition to Mr. McKillen’s entitlement to the Deferred
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28 ³ Sheikh Hamad bin Khalifa acquired an interest in the Maybourne Hotel Group in 2017.

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

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

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

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1 Defendants refused to compensate Mr. McKillen or HSMC for nearly all their
2 efforts and absconded with their vision and hard work, essentially free of charge
3 (the “Riviera Fraud,” the “California Fraud,” the “Saint-Germain Fraud,” and the
4 “New York Fraud,” discussed *infra*). To date, the Qatari Royals have refused to
5 pay Mr. McKillen or HSMC the fees they are rightfully owed, accounting for
6 years of labor by Mr. McKillen and/or HSMC. Indeed, rather than pay Mr.
7 McKillen the fees he is owed, the Qatari Royals have instead engaged in an
8 additional scheme to pressure him into dropping his demands (the “Quintet
9 Scheme,” discussed *infra*).

10 8. Although Mr. McKillen once believed he had a good-faith business
11 relationship with the Qatari Royals, he now believes that, once the projects were
12 underway, the Qatari Royals decided not to pay him and/or HSMC the fees under
13 the agreed-to terms, and instead sought to trick them into continuing to provide
14 services for years under false pretenses, only to systematically fabricate reasons
15 not to pay them out of whole cloth.

16 9. What is more, these acts are part of a larger, global pattern of
17 unlawful activities perpetrated by the Qatari Royals in their business and political
18 dealings to unfairly reap rewards on the backs of free laborers, evidencing that
19 the Qatari Royals consider themselves to be above the law.⁴ The defrauding of
20 Mr. McKillen takes its place in line next to a laundry list of illegal acts directed
21 and facilitated by the Qatari Royals and the entities and individuals they control
22 to grow their wealth or advance their geopolitical interests. Mr. McKillen fell
23 victim to these tactics in good faith.

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

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PARTIES

1
2 10. Plaintiff Patrick McKillen is a citizen of Ireland and the United
3 Kingdom. He is a world-renowned hotelier, property investor and developer, and
4 businessman with significant experience in the ultra-luxury hotel sector. He is
5 also the owner and company director of HSMC.

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

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

20 13. Defendant Sheikh Hamad bin Jassim is a citizen of Qatar who has a
21 dwelling in Los Angeles, California. Sheikh Hamad bin Jassim regularly
22 transacts business in California and enjoys the privileges of transacting business
23 in Los Angeles County through the Maybourne Beverly Hills, and other ventures.
24 Sheikh Hamad bin Jassim served as Foreign Minister of Qatar from 1992 until
25 2013 and as Prime Minister from 2007 to 2013. Sheikh Hamad bin Jassim is also
26 a member of the Al Thani royal family and holds official diplomatic positions for
27 Qatar. Sheikh Hamad bin Jassim, alongside his business partner Sheikh Hamad
28 bin Khalifa, directly or through his agents and/or representatives, devised,

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1 orchestrated, directed, facilitated, and participated in the schemes to defraud Mr.
2 McKillen described herein.

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

14 15. Defendant Michele Faissola is a citizen of Italy who resides in
15 London, England. Mr. Faissola is Chief Executive Officer of Dilmon and has
16 worked as an advisor to the Al Thani family since January 2018. At all times
17 relevant herein, Mr. Faissola acted as an agent of Sheikh Hamad bin Khalifa,
18 Sheikha Lulwah, and the Entity Defendants with respect to the Qatari Royals'
19 hotel investments. Mr. Faissola directed, facilitated, and participated in schemes
20 to defraud Mr. McKillen on behalf of the Qatari Royals, including by engaging
21 Plaintiffs for their services, falsely representing to Mr. McKillen that he would
22 be compensated for work performed, and refusing Plaintiffs compensation once
23 a material benefit to the Qatari Royals had been realized.

24 16. Defendant Marc Socker is a citizen of Great Britain who resides in
25 London, England. Mr. Socker is the Head of Real Estate of Dilmon and Co-Chief
26 Executive Officer of the Maybourne Hotel Group, which is ultimately owned by
27 Sheikh Hamad bin Khalifa and Sheikh Hamad bin Jassim. At all times relevant
28 herein, Mr. Socker acted as an agent of Sheikh Hamad bin Khalifa, Sheikha

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1 Lulwah, and the Entity Defendants with respect to the Qatari Royals’ hotel
2 investments. Mr. Socker directed, facilitated, and participated in schemes to
3 defraud Mr. McKillen on behalf of the Qatari Royals, including by facilitating
4 the installation of Plaintiffs as project leaders and directing and approving their
5 work even after the Qatari Royals decided to refuse them compensation.

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

19 18. Defendant Maybourne Hotels Limited is an English company with
20 its principal place of business in London, England. Sheikh Hamad bin Khalifa
21 and Sheikh Hamad bin Jassim are the ultimate controlling parties of Maybourne
22 Hotels Limited. Maybourne Hotels Limited provides centralized back-office
23 support services to the Maybourne Hotel Group’s hotel assets and receives a
24 portion of each hotel’s revenue. Maybourne Hotels Limited regularly transacts
25 business in California on behalf of Sheikh Hamad bin Khalifa and Sheikh Hamad
26 bin Jassim with respect to the Maybourne Beverly Hills. Maybourne Hotels
27 Limited participated in schemes to defraud Mr. McKillen described herein on
28 behalf of Sheikh Hamad bin Khalifa and Sheikh Hamad bin Jassim, including by

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1 refusing Plaintiffs compensation once a material benefit to the Qatari Royals had
2 been realized.

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

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

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

26 21. Gilles de Boissieu is the chairman of SEDHV. Mr. de Boissieu
27 facilitated and participated in a scheme to defraud Mr. McKillen described herein
28 on behalf of Sheikh Hamad bin Khalifa, including by engaging Plaintiffs for their

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1 services, falsely representing to Plaintiffs that they would be compensated for
2 work performed, and refusing Plaintiffs full compensation once a material benefit
3 to the Qatari Royals had been realized.

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

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

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

25 **JURISDICTION AND VENUE**

26 25. This Court has original subject matter jurisdiction over the claim for
27 relief asserted in this complaint pursuant to 28 United States Code Section 1331,
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1 as 18 United States Code Section 1964(c) arises under the laws of the United
2 States.

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

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

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

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

19 29. This Court has personal jurisdiction over Maybourne Hotels Limited
20 because Maybourne Hotels Limited, among other contacts in the state,
21 participated in the scheme to defraud Mr. McKillen described herein that was
22 centered in and directed at California. Maybourne Hotels Limited purposefully
23 directed its unlawful acts at California, derived benefits from its unlawful acts in
24 California, and availed itself of the privilege of conducting business in California.
25 Plaintiffs’ action here arises out of Maybourne Hotels Limited’s contacts with
26 this forum, including its refusal to compensate Plaintiffs for work performed in
27 California for the Qatari Royals’ enrichment.

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

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

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BACKGROUND

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2 32. The Maybourne Hotel Group is a group of companies that owns and
3 operates ultra-luxury hotels worldwide under the Maybourne brand. Mr.
4 McKillen’s involvement with the Maybourne Hotel Group began in 2004 when
5 a consortium of British and Irish investors, including Mr. McKillen, acquired
6 shares in a group of luxury hotels previously known as the Savoy Group.
7 Following this acquisition, and the sale of the Savoy Hotel, the group became
8 known as the Maybourne Hotel Group, then comprising three hotels: Claridge’s,
9 The Connaught, and The Berkeley.

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

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

22 35. Later, Sheikh Hamad bin Jassim and Sheikh Hamad bin Khalifa split
23 ownership of the Maybourne Hotel Group between themselves.

24 36. Over the next few years, Mr. McKillen continued to manage and
25 redevelop the Maybourne Hotel Group and its hotels. During this period, Mr.
26 McKillen managed, expanded, and redeveloped Claridge’s, The Connaught, and
27
28

1 The Berkeley, in addition to developing a new hotel, The Emory, and elevated
2 these hotels to top ultra-luxury destinations worldwide.⁵

3 37. These projects were extremely successful, and there is ample
4 evidence that the value of the Group soared due to Mr. McKillen's efforts. As
5 just one example, Mr. McKillen transformed Claridge's, doubling the size of the
6 hotel by hiring a team of engineers and miners to construct multiple subterranean
7 floors beneath the hotel complete with a health club, gym, spa, pools, shops, and
8 kitchens and adding two new floors of guest suites and a penthouse suite to the
9 roof of the hotel.⁶ This also included the addition of many new restaurants, guest
10 suites and room refurbishments, and luxurious redevelopment of the hotel's
11 common areas. The penthouse suite now has a going rate of approximately
12 £60,000 per night.⁷

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

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

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

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

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

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1 Germain building, and the refurbishment of a mansion in Manhattan to serve as
2 the personal residence of Sheikh Hamad bin Jassim. Mr. McKillen and/or HSMC
3 accepted each engagement on the understanding that they would be compensated
4 through fees for services rendered—in line, of course, with normal business
5 practices, as well as the historical business relationship with the Qatari Royals.

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

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

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

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

20 THE RIVIERA FRAUD

21 44. The Maybourne Riviera, a luxury hotel located in France, was the
22 object of the Qatari Royals' first fraud.

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

26 46. In 2016, SEDHV, with the support of Dilmon, undertook a complete
27 rebuild of the hotel's existing infrastructure (the "Maybourne Riviera Project")
28 and entered into an agreement with a general contractor, Vinci Construction

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1 France (“Vinci Construction”). From the beginning, however, the renovation
2 project was plagued with difficulties that delayed progress, such as strikes, legal
3 actions, and unexpected costs.

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

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

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

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

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

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

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

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

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

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

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

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

20 58. Then, on April 21, 2022, Mr. de Boissieu informed Mr. Sinton via
21 letter that SEDHV was terminating its agreement with SOF on the nonsensical
22

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

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

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

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1 grounds of SOF’s abandonment of the site. Only a few days later, on April 25,
2 2022 and over six months ahead of schedule, SEDHV unilaterally decided to
3 pronounce early acceptance of the work on the Maybourne Riviera. The
4 Maybourne Riviera was opened to the public thereafter.

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

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

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

26 62. It soon became clear that SEDHV did not intend to pay its
27 obligations to HSMC. HSMC was also due a result fee upon completion of the
28 project under the Riviera Agreement. On June 30, 2022, Mr. Cunningham sent

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1 Mr. de Boissieu formal notice of payment along with HSMC’s final work report
2 detailing the result fee owed via letter. The result fee noticed was for the amount
3 of €17,623,119.60, calculated on the basis of half the value of cost savings in
4 comparison to the project’s budget as provided for under the Riviera Agreement
5 and to be paid upon completion of the project. On July 1, 2022, HSMC sent
6 SEDHV a formal invoice for this amount.

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

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

21 65. To date, the Qatari Royals and their business partners, agents,
22 representatives, and controlled entities have refused to make Mr. McKillen and
23 HSMC whole via fees for over three years of work on the Maybourne Riviera,
24 choosing instead to hide behind clearly fabricated excuses. And the Qatari
25 Royals have no intent to do so, having increased the value of their investments
26 through the theft of Mr. McKillen and HSMC’s services.

27 66. The Qatari Royals furthered the Riviera Fraud through phone
28 communications terminating in California between the Qatari Royals and/or their

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

8 **THE SAINT-GERMAIN FRAUD**

9 67. The Îlot Saint-Germain, the historic headquarters of the French
10 Ministry of Defense located in Paris, France, was the object of the Qatari Royals’
11 second fraud on Mr. McKillen and HSMC.

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

19 69. Trusting Mr. McKillen’s counsel, Sheikh Hamad bin Jassim
20 purchased the Îlot Saint-Germain building in 2019 through his company created
21 specifically for the transaction, Constellation Paris. Constellation Paris is chaired
22 by Fady Bakhos, a longtime advisor to the Al Thani family.

23 70. Immediately following the purchase, Sheikh Hamad bin Jassim
24 returned to Mr. McKillen to ask whether Mr. McKillen would manage the
25 project. Sheikh Hamad bin Jassim represented to Mr. McKillen that the Saint-
26

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

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1 German project would be rendered and fees paid in accordance with prior hotel
2 projects, and Mr. McKillen accepted the engagement in reliance on those
3 representations. However, at some time during the project, the Qatari Royals saw
4 another opportunity through which to effectuate their larger scheme and acquire
5 Mr. McKillen’s world-class services for free by inducing him to continue his
6 services under the false representation that he would be paid. In reality, the Qatari
7 Royals again sought to obtain as much work from Mr. McKillen and HSMC as
8 possible before denying payment in bad faith.

9 71. The volume of work the Qatari Royals were able to obtain from Mr.
10 McKillen and HSMC with respect to planning the Saint-Germain Project
11 (planning hereinafter referred to as “Phase 1”) was significant. Sheikh Hamad
12 bin Jassim engaged Mr. McKillen and HSMC as project managers and
13 consultants for the project. In that role and pursuant to the agreement, Mr.
14 McKillen and HSMC oversaw all aspects of planning to construct a new hotel in
15 the building, complete with lounges, luxury boutiques, a wellness center,
16 swimming pools, and a restaurant and bar. Mr. McKillen and HSMC’s Phase 1
17 work included developing plans for the creation of the new hotel, providing input
18 and guidance for all aspects of the Saint Germain Project, and supervising any
19 Phase 1 tasks that occurred on-site. Further, immediately following their
20 engagement until September 2021, Mr. McKillen and HSMC reviewed and
21 selected contractors for the project, reviewed and provided feedback on the
22 design and structure of the hotel, provided feedback on the project’s business
23 plan and other financial aspects, obtained administrative authorizations for the
24 project, and played an instrumental role in presenting the project to the public on
25 September 14, 2021. All of this preparation was essential to the actual
26 construction of the Saint Germain Project (“Phase 2”).

27 72. As one example of Mr. McKillen and HSMC’s centrality in the
28 hotel’s development, in an email dated March 24, 2021 to Gleeds Project &

1 Construction Management Services (“Gleeds”)—the cost consultant on the
2 project—and Vinci Immobilier, the real estate developer, Mr. Bakhos relays
3 “instructions given by [Sheikh Hamad bin Jassim]” for Gleeds and Vinci
4 Immobilier to develop the hotel “under Mr. McKillen’s advice and guidance” and
5 noting that the housing scheme is to be developed “in accordance with the plan
6 to be determined by Mr. McKillen.” What is more, Sheikh Hamad bin Jassim
7 and Constellation Paris postponed meetings if Mr. McKillen was not available
8 and took care to ensure his availability ahead of other stakeholders, given his
9 critical role on the project.

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

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

22 75. On September 16, 2021, two days following Mr. McKillen’s
23 participation in the presentation of the new hotel to the public, Mr. McKillen,
24 proceeding in good faith, sent Mr. Bakhos a letter containing fees owed for work
25 performed in relation to the Saint-Germain Project. On September 26, 2021, Mr.
26 Bakhos sent an email to Mr. Cunningham refusing to compensate Mr. McKillen
27 and HSMC for work performed, boldly stating that “no project management work
28 [in relation to the Saint-Germain Project] is required other than that currently

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1 being carried out by Gleeds.” This response was especially disingenuous in light
2 of an email from Gleeds to HSMC sent three days earlier in which Gleeds
3 highlighted “a number of important points relating to the planning application
4 and detailed design development, which require [HSMC’s] input.”

5 76. Once it became clear that the Qatari Royals had no intention to pay
6 Mr. McKillen or HSMC for work on the Saint-Germain Project, Mr. McKillen
7 and HSMC withdrew from the project.

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

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

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

25 **THE CALIFORNIA FRAUD**

26 80. The now-branded Maybourne Beverly Hills, a luxury hotel in
27 California, was the object of the Qatari Royals’ third fraud.

28

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

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

21 83. In the summer of 2019, Mr. Faissola, acting on behalf of Sheikh
22 Hamad bin Khalifa and Sheikha Lulwah, reached out to Mr. McKillen to relay
23 that Sheikha Lulwah would approve her father’s purchase of the Montage
24 Beverly Hills only on the condition that Mr. McKillen affirmed that the purchase
25 price accurately reflected the hotel’s value *and* that Mr. McKillen and HSMC
26 would oversee the redevelopment and management of the hotel (the “Maybourne
27 Beverly Hills Project”). Mr. McKillen proceeded in keeping with their business
28 relationship and affirmed to Sheikha Lulwah via telephone call that the California

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1 property was a good investment opportunity and that he and his team would
2 manage and redevelop the new hotel upon purchase.

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

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

21 86. Through these various dealings, the Qatari Royals engaged Mr.
22 McKillen on the Maybourne Beverly Hills Project under the pretense of an
23 ordinary course extension of a pre-existing business relationship, complete with
24 compensation for annual hotel and project management fees.

25 87. And at the time of the engagement, the Qatari Royals *knew* that Mr.
26 McKillen believed his acceptance to be premised upon receiving fees in exchange
27 for services provided, as had been the practice for prior hotel and project
28 management services Mr. McKillen and HSMC provided outside of the above

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1 schemes. The Qatari Royals gave no indication that the Maybourne Beverly Hills
2 Project would be any different. Further, the Qatari Royals understood that Mr.
3 McKillen would not agree to expend the vast resources required for a project of
4 such size without fair compensation.

5 88. What is more, later that month, on October 16, 2019, Mr. McKillen,
6 Mr. Cunningham, Mr. Socker, and Mr. Faissola met the outgoing management
7 team of the Montage Beverly Hills at the Berkeley Hotel in London.¹² There, on
8 behalf of the Qatari Royals, Mr. Faissola and Mr. Socker explained that HSMC
9 would replace the outgoing management team and manage and operate the hotel
10 as the Maybourne Beverly Hills going forward. After this meeting, and on behalf
11 of Sheikh Hamad bin Khalifa, Mr. Faissola confirmed to Mr. McKillen that
12 HSMC would be compensated with fees paid for work performed on the
13 Maybourne Beverly Hills.

14 89. Given now-explicit assurances of compensation coupled with their
15 years-long business relationship in which he had been compensated for work
16 performed, Mr. McKillen had every reason to believe he would be paid.
17 However, at some time during the course of the agreement, the Qatari Royals
18 decided that they had no intention of compensating Mr. McKillen for his services
19 on the Maybourne Beverly Hills, but fraudulently induced him to continue his
20 services. Indeed, the Qatari Royals had, under the promise and pretense of
21 compensation, solicited Plaintiffs, a foreign individual and company, to perform
22 additional work in the United States under materially false pretenses.

23 90. On December 20, 2019, the Qatari Royals purchased the Montage
24 Beverly Hills via Beverly Hills Acquisition LLC, a holding company ultimately
25

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

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

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

21 92. Mr. McKillen and HSMC’s work included, but was not limited to,
22 effecting the rebranding of the hotel from the Montage Beverly Hills to the
23 Maybourne Beverly Hills, budgeting capital expenditures for significant
24 improvements, designing and overseeing redevelopment of guest suites and
25 rooms and common areas, designing and overseeing redevelopment of new food
26 and beverage spaces, designing a plan to relocate the hotel’s kitchen to facilitate
27 these new spaces, preparing landscaping plans and a parking layout, developing
28 plans for the hotel’s entrance and shops and galleries, preparing a significant plan

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1 to add three new stories to the hotel, attracting top artists, meeting with staff, full-
2 time residents, travel agents, and potential guests, and navigating local Beverly
3 Hills planning and permitting requirements related to the redevelopment, all
4 while managing the day-to-day operations of the Maybourne Beverly Hills.

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

14 94. And the Qatari Royals communicated frequently with Plaintiffs
15 throughout the project. For instance, on August 17, 2020, Mr. McKillen updated
16 Sheikh Hamad bin Jassim via WhatsApp, “I was in LA to open our new
17 Maybourne Beverly Hills. It went very well. Locals love us already. Very
18 successful.” The Qatari Royals were not only aware of the ongoing work, but
19 also regularly engaged with Mr. McKillen and his team throughout the process
20 to ensure that they accrued the maximum benefit from this work. Indeed, the
21 Qatari Royals, through Sheikha Lulwah, Mr. Socker and Mr. Faissola,
22 continually made requests of Mr. McKillen, regularly approved his work, and
23
24
25

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

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1 encouraged continued efforts throughout the redevelopment process, often
2 emphasizing the value they placed on Mr. McKillen and his services.

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

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

22 97. And on April 15, 2021, Mr. McKillen texted Mr. Socker, who
23 directed and approved his work, concerning the level of detail required for the
24 budget on the Maybourne Beverly Hills’s new food and beverage offerings.
25 Specifically, Mr. McKillen asked Mr. Socker if a “pretty accurate” square footage
26 estimate would suffice at the time, as it was “too early to give a 100 percent
27 accurate quote.” Mr. Socker told Mr. McKillen that it was important to receive
28 the budget the next day, but that an estimate would be fine. Mr. Socker

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1 concluded, “Thanks Paddy . . . Appreciate the efforts.” Mr. McKillen responded,
2 “No problem. We’ll work on it till dawn if necessary.”

3 98. In addition to frequent engagement with the Qatari Royals and their
4 agents via text message, Mr. McKillen also personally met with Sheikh Hamad
5 bin Jassim in Los Angeles to discuss the various hotel projects, including the
6 Maybourne Beverly Hills, as arranged via WhatsApp communications between
7 the parties.

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

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

24 101. A few days later, on March 9th, Sheikh Hamad bin Jassim, then
25 having arrived in Los Angeles, left Mr. McKillen a voice note seeking to meet to
26 discuss the ongoing hotel projects, including the Maybourne Beverly Hills.
27 Sheikh Hamad bin Jassim said, in relevant part, “Um, can we, eh, have lunch
28

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1 together in my house [in Beverly Hills] at 12 o'clock on the 11th?" Mr. McKillen
2 responded, in relevant part, "Perfect Boss. See you then."

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

16 103. Indeed, on April 24, 2021, while Mr. McKillen was in Los Angeles,
17 Mr. McKillen messaged Sheikh Hamad bin Jassim, "Congratulations today on
18 our 6 year anniversary of signing our partnership." Sheikh Hamad bin Jassim
19 responded, "Thank u [sic] my friend ,and [sic] thank u [sic] for the good work
20 and I hope we will continue our relation for a long time."

21 104. By June 2021, Mr. McKillen was actively attempting to secure
22 compensation by way of fees for services rendered. But, according to plan, the
23 Qatari Royals, themselves and through their representatives, engaged in a variety
24

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

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

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1 of tactics to ward off Mr. McKillen’s requests for payment: lulling Mr. McKillen
2 into believing that he would be paid for his work before declining to effectuate
3 payment at the last minute, stonewalling Mr. McKillen rather than engaging with
4 his requests, and eventually outright denying payment.

5 105. On June 29, 2021, Mr. McKillen met with Mr. Faissola at The
6 Connaught in London, where he attempted to discuss specifics of a fee
7 arrangement for the Maybourne Beverly Hills project. Mr. Faissola, acting as
8 though he was proceeding in good faith, instructed Mr. McKillen to put his fee
9 proposal in writing.

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

20 107. In September 2021, Mr. McKillen again asked Mr. Faissola about
21 payment of fees. Despite Mr. McKillen’s regular communications with Mr.
22 Faissola over the preceding twenty months, Mr. Faissola refused to pay Mr.
23 McKillen for the work performed.

24 108. Believing this to be a misunderstanding, Mr. McKillen elected to
25 speak with the Qatari Royals directly. Mr. McKillen first reached out to Sheikha
26 Lulwah to request payment of fees. Sheikha Lulwah informed Mr. McKillen that
27 Mr. Faissola acted in a representative capacity on behalf of her family, and thus
28 spoke on behalf of Sheikh Hamad bin Khalifa and herself when he indicated to

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1 Mr. McKillen that he would not receive payment of fees for the Maybourne
2 Beverly Hills Project.

3 109. Despite discussions concerning payment becoming tense, Mr.
4 McKillen continued to provide services for the Qatari Royals’ benefit in good
5 faith, and the Qatari Royals knew that Mr. McKillen and HSMC continued to
6 work diligently on the project, as evident from WhatsApp communications.

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

15 111. And on November 15, 2021, Sheikh Hamad bin Jassim left Mr.
16 McKillen a voice note via WhatsApp to schedule a meeting with Mr. McKillen
17 in Los Angeles the following day to discuss ongoing hotel projects. He said, in
18 relevant part, “Paddy how about we meet afternoon late in the, in the Maybourne
19 hotel [in Beverly Hills]?” Mr. McKillen, then located in California, responded,
20 in relevant part, “Sadly I’ll be in San Francisco on Wednesday till 8 pm I’m here
21 tomorrow Tuesday and then Thursday till Sunday. Is there any other time that
22 suits you please?” The two then continued to exchange voice notes concerning
23 scheduling. Sheikh Hamad bin Jassim later asked, via voice note, “Are you
24 available today around 4:30 between 4:30 and 5 to come to the house [in Beverly
25 Hills] we’ll have a cup of coffee together.” Mr. McKillen responded, “Yes I can
26 make it at 4 this afternoon absolutely. See you at your home.” Sheikh Hamad
27 bin Jassim said, via voice note, “Okay 4:30 I am waiting for you Paddy, thank
28 you.” Sheikh Hamad bin Jassim solicited Mr. McKillen for this meeting in

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1 California, in part, to discuss Mr. McKillen’s management of projects including
2 the Maybourne Beverly Hills.

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

24 113. Sheikh Hamad bin Khalifa responded to Mr. McKillen’s earnest
25 demands by making clear that Mr. McKillen’s role in the redevelopment and
26 management of the Maybourne Beverly Hills had come to an end. On December
27 2, 2021, Sheikh Hamad bin Khalifa sent Mr. McKillen a brief response letter that
28 did not dispute any of Mr. McKillen’s claims but ignored his demand for

1 payment.¹⁶ Rather, Sheikh Hamad bin Khalifa thanked Mr. McKillen for “all [of
2 his] efforts and hard work over the past 7 years in developing and managing the
3 Maybourne Group’s hotels” and asked that Mr. McKillen ensure “that over the
4 coming weeks and months a professional transition of management is
5 coordinated with Michele [Faissola] and his team to ensure that the hotels
6 continue to function properly to the best of their potential in the short and medium
7 term.”

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

12 115. In February 2022, Mr. McKillen met with Sheikh Hamad bin Jassim
13 at The Berkeley in London in another attempt to secure compensation by way of
14 fees for his work. Like Mr. Faissola, upon Mr. McKillen’s first request for fees,
15 Sheikh Hamad bin Jassim presented to Mr. McKillen as though he was acting in
16 good faith and agreed with Mr. McKillen that HSMC was owed fees for work on
17 the Maybourne Beverly Hills. Sheikh Hamad bin Jassim went so far as to ask
18 Mr. McKillen to send him invoices so that he could get them paid, despite having
19 no intention to effectuate payment.

20 116. For a short time, the Qatari Royals’ attempt to lull Mr. McKillen
21 into believing he would be paid was successful. Thinking that he had reached a
22 breakthrough, Mr. McKillen provided invoices to Sheikh Hamad bin Jassim for
23 \$6 million in hotel management fees and \$12 million in project management fees
24 for work performed in California in 2020 and 2021. Mr. McKillen proceeded in
25

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

1 good faith. The invoices reflected amounts consistent with industry standards
2 and the fair market value of HSMC's services.

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

19 118. Unfortunately, it soon became clear that Sheikh Hamad bin Jassim
20 thereby only furthered the California Fraud by lulling Mr. McKillen into a sense
21 of security, concealing the true intent of the Qatari Royals, and, ultimately,
22 refusing to effect payment in keeping with the united front of the Qatari Royals,
23 their agents and representatives, and their controlled entities.

24 119. Despite exhaustion after months of back-and-forth with the Qatari
25 Royals in which he had made no gains, Mr. McKillen made a final attempt to
26 secure payment. In early 2022, Mr. McKillen wrote to the Board of Directors of
27 Maybourne Hotels Limited concerning nonpayment of fees. Mr. McKillen again
28 recounted the considerable work he and his team had performed to redevelop the

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1 Maybourne Beverly Hills and expressed shock that Sheikh Hamad bin Khalifa’s
2 representatives continually refused to pay fees owed for the work.

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

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

17 122. As described *supra*, the Qatari Royals furthered the California Fraud
18 through frequent phone communications terminating in California between the
19 Qatari Royals and/or their agents and Plaintiffs and/or their agents. Further,
20 throughout the California Fraud, Sheikh Hamad bin Khalifa and Dilmon utilized
21 an email server located in the United States through which they routed their
22 emails to further the California Fraud via, for example, denying Mr. McKillen
23 payment for services.

24 **THE NEW YORK FRAUD**

25 123. The Qatari Royals’ fraud against Plaintiffs was not limited to the
26 sphere of their hotel investments. Rather, they also saw—and took—
27 opportunities to take advantage of Plaintiffs’ good faith and fraudulently enrich
28

1 themselves with respect to their personal property as well. Accordingly, a five-
2 story Manhattan mansion was the object of the Qatari Royals' fourth fraud.

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

13 125. In 2018—around the same time as the other schemes against
14 Plaintiffs were getting underway—Sheikh Hamad bin Jassim realized that the
15 refurbishment of the Jassim Residence was getting nowhere. Indeed, at that time,
16 the New York Project was extremely behind schedule and had encountered
17 numerous difficulties, construction-related and otherwise.

18 126. Sheikh Hamad bin Jassim then turned to Mr. McKillen and HSMC,
19 who he knew were experienced project managers in the ultra-luxury property
20 refurbishment space, as described *supra*. Accordingly, Sheikh Hamad bin Jassim
21 approached Plaintiffs to engage HSMC to take over management of the New
22 York Project. Sheikh Hamad bin Jassim made clear to Plaintiffs that the goal of
23 the refurbishment was to allow him and his family to live in the Jassim Residence
24 in an environment reflecting the highest standards of luxury.

25 127. As, at this point, Mr. McKillen still believed that he had a productive
26 business relationship with the Qatari Royals, Plaintiffs accepted the engagement
27 on the premise, of course, that HSMC would be compensated for work performed
28 based on past dealings in which this had been the case and the magnitude of labor

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1 required to refurbish a 22,000 square foot residence. And the Qatari Royals knew
2 that Plaintiffs accepted the engagement on the premise that they would be
3 compensated for the fair value of their services.

4 128. HSMC assigned its associate Jim Byrne to manage the New York
5 Project. Mr. Byrne had previously successfully managed the refurbishment of
6 Sheikh Hamad bin Jassim’s personal residence in London, and Sheikh Hamad
7 bin Jassim trusted him and HSMC to get the job done again.

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

14 130. From September to December 2018, Mr. Byrne, on behalf of
15 HSMC, dedicated over 950 hours to management of the New York Project in
16 New York. During this time, Mr. Byrne oversaw contractors, addressed
17 construction damage, and ensured proper operation of luxury features installed
18 in the Jassim Residence. He attended to acoustics, insurance matters, plumbing
19 issues, roofing, in-home gym features, and the resolution of city code violations.
20 He oversaw work relating to the façade, finishings, steam room, elevator,
21 dumbwaiter, plunge pool, painting, tiling, safety systems, hanging of fine art, and
22 (even) disputes between Qaya and Uberto. And in September 2018, HSMC had
23 to personally arrange for one of its New York contacts to pay a \$13,700 deposit
24 to an energy provider to turn on the gas supply at the Jassim Residence.

25 131. Once it was feasible, Mr. Byrne even moved into the Jassim
26 Residence to rigorously evaluate its suitability for Sheikh Hamad bin Jassim and
27 his family, identifying and fixing any outstanding issues and providing ongoing
28 management services. HSMC, via Mr. Byrne, thus ensured that the work done

1 in the Jassim Residence was in accordance with Sheikh Hamad bin Jassim’s ultra-
2 luxury standards.

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

14 133. On information and belief, the Qatari Royals furthered the New
15 York Fraud through frequent email and phone communications terminating in
16 New York between the Qatari Royals and/or their agents and Plaintiffs and/or
17 their agents.

18 THE QUINTET SCHEME

19 134. Mr. McKillen’s efforts at collecting on the payments he is owed,
20 described *supra*, have only been met with retaliation and additional bad faith
21 business practices by the Qatari Royals. Most recently, the Qatari Royals used
22 Quintet—a bank beneficially owned by Sheikh Hamad bin Jassim¹⁷ and used as
23 a regular financial intermediary to service the Qatari Royals’ private interests¹⁸—
24 _____

25 ¹⁷ Quintet is 99.99% owned by Qatari company Precision Capital LLC. On
26 information and belief, Precision Capital LLC is beneficially owned by Sheikh
Hamad bin Jassim.

27 ¹⁸ For instance, since at least 2018, reports indicate that Quintet has granted a
28 number of significant commercial loans to its shareholder and beneficial owner,
Pioneer Holding, a company whose beneficial owner is Sheikh Hamad bin
Jassim. These loans demonstrate Sheikh Hamad bin Jassim’s use of Quintet to

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1 to attempt to wrongfully intimidate (and squeeze) Mr. McKillen into dropping
2 his efforts to obtain fees rightfully owed to him and his companies by interfering
3 with their efforts to refinance a large loan, resulting in a costly default.

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

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

16 137. As a result of the favorable terms of the Refinancing Offer and the
17 parties’ pre-existing relationship, Loendro agreed with Quintet to cease the
18 negotiation process over refinancing with Indosuez Bank in exchange for
19 accepting Quintet’s Refinancing Offer. Shortly thereafter, Quintet informed
20 Loendro that the Refinancing Offer had been validated internally.

21 138. But after weeks of an accelerated negotiation process between
22 Quintet and Loendro, on September 8, 2023, Quintet abruptly informed Loendro
23 that it was retracting and withdrawing the Refinancing Offer and would be
24 enforcing the terms of the Loan Agreement immediately. On information and
25 belief, Quintet took such action at the direction of Sheikh Hamad bin Jassim as
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28 advance his private interests and call into doubt the independence of Quintet and
its shareholders, including Sheikh Hamad bin Jassim.

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1 beneficial owner and did so in retaliation against Mr. McKillen for his efforts to
2 obtain funds owed to him by the Qatari Royals and, more importantly, to attempt
3 to force Mr. McKillen into dropping such efforts. Indeed, Quintet even went so
4 far as to inform Loendro that the withdrawal of the Refinancing Offer was related
5 to ongoing disputes between the entities’ respective shareholders—i.e., Sheikh
6 Hamad bin Jassim and Mr. McKillen.

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

20 140. Quintet’s abrupt retraction of the Refinancing Offer intentionally
21 prejudiced Plaintiff McKillen as Loendro’s sole shareholder by depriving
22 Loendro of access to favorable market conditions and jeopardizing its refinancing
23 project more broadly.

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1 141. Communications between Quintet and Plaintiff McKillen and/or his
2 agents through which the Qatari Royals furthered the Quintet Scheme were
3 routed through an email server located in the United States.¹⁹

4 **ADDITIONAL RACKETEERING**

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

13 143. For example, the defrauding of Mr. McKillen for his services sounds
14 in other schemes based in unpaid wages perpetrated by Qatar on workers during
15 the FIFA World Cup in 2022 (the “World Cup”).²⁰ The Qatari Royals were, of
16 course, involved in the World Cup. Having been referred to by one news outlet
17 as the “Sheikh who secured [the] World Cup for Qatar,”²¹ Sheikh Hamad bin
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21 ¹⁹ Correspondence between Plaintiff McKillen and/or his agents and Quintet was
22 routed through an email address, the domain of which, chateau-la-coste.com, was
23 registered to Network Solutions, LLC in Jacksonville, Florida at the time of
24 correspondence.

25 ²⁰ Pete Pattison, *World Cup stadium workers ‘had their money stolen and lives*
26 *ruined’, says rights group: Report on conditions in Qatar alleges labour abuses*
are widespread and calls on Fifa to set up compensation fund, THE GUARDIAN
(Nov. 10, 2022), <https://www.theguardian.com/global-development/2022/nov/10/world-cup-stadium-workers-had-their-money-stolen-and-lives-ruined-says-rights-group>.

27 ²¹ Rob Davies, *Sheikh who secured World Cup for Qatar has UK links going back*
28 *decades*, THE GUARDIAN (Nov. 15, 2022), <https://www.theguardian.com/news/2022/nov/15/sheikh-world-cup-qatar-uk-links-decades-hamad-bin-jassim-bin-jaber-al-thani>.

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1 Jassim personally orchestrated Qatar’s successful World Cup bid.²² And as Emir
2 of Qatar at the time, Sheikh Hamad bin Khalifa was also instrumental to these
3 efforts.²³ His son, Sheikh Mohammed bin Hamad bin Khalifa Al Thani, served
4 as the chairman of Qatar’s bid committee.²⁴

5 144. Qatar’s World Cup bid has now obtained widespread notoriety for
6 allegations of corruption. For instance, the Department of Justice has since found
7 that representatives working for Qatar bribed FIFA officials to win the World
8 Cup bid and indicted top FIFA officials.²⁵ And, unsurprisingly, as the organizer
9 of such an effort, Sheikh Hamad bin Jassim was later personally named in a
10 complaint filed by anti-corruption organization Anticor in France on April 7,
11 2023, alleging corruption in connection with the awarding of the World Cup to
12 Qatar, also involving former French president Nicolas Sarkozy. The complaint

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

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

24 ²⁴ *The FIFA World Cup Qatar 2022: Turning a Vision into Reality*, STATE OF
25 QATAR GOVERNMENT COMMUNICATIONS OFFICE,
<https://www.gco.gov.qa/en/fifa/our-journey/> (last visited Nov. 14, 2024).

26 ²⁵ Tariq Panja & Kevin Draper, *U.S. Says FIFA Officials Were Bribed to Award*
27 *World Cups to Russia and Qatar*, N.Y. TIMES (Apr. 6, 2020),
28 [https://www.nytimes.com/2020/04/06/sports/soccer/qatar-and-russia-bribery-](https://www.nytimes.com/2020/04/06/sports/soccer/qatar-and-russia-bribery-world-cup-fifa.html#:~:text=After%20years%20of%20investigations%20and,World%20Cup%20in%20men's%20soccer.)
[world-cup-](https://www.nytimes.com/2020/04/06/sports/soccer/qatar-and-russia-bribery-world-cup-fifa.html#:~:text=After%20years%20of%20investigations%20and,World%20Cup%20in%20men's%20soccer.)
[fifa.html#:~:text=After%20years%20of%20investigations%20and,World%20C](https://www.nytimes.com/2020/04/06/sports/soccer/qatar-and-russia-bribery-world-cup-fifa.html#:~:text=After%20years%20of%20investigations%20and,World%20Cup%20in%20men's%20soccer.)
[up%20in%20men's%20soccer.](https://www.nytimes.com/2020/04/06/sports/soccer/qatar-and-russia-bribery-world-cup-fifa.html#:~:text=After%20years%20of%20investigations%20and,World%20Cup%20in%20men's%20soccer.)

1 alleged, among other offenses, active and passive trading in influence, active and
2 passive corruption of a foreign public official, and criminal association.²⁶

3 145. After Qatar secured the World Cup bid—under Sheikh Hamad bin
4 Khalifa and Sheikh Hamad bin Jassim’s leadership—it has also been widely
5 alleged that a company owned by the Al Thani family engaged to build several
6 of the World Cup stadiums perpetuated and covered up labor abuses—such as
7 wage theft—on workers it employed. The Hamad bin Khalid Contracting
8 Company (the “HBK Contracting Company”), owned by the Al Thani royal
9 family, was implicated in a thorough, wide-ranging report published by Equidem,
10 a labor rights organization, for a series of wage abuses—including wage theft and
11 fraud—perpetrated on workers on FIFA World Cup stadiums in Qatar²⁷ during a
12 similar time period as the wage theft perpetrated against Plaintiffs through the
13 frauds described herein. At least one publication has directly connected Sheikh
14 Hamad bin Khalifa to these allegations.²⁸

15 146. World Cup workers stated, for example, that they did not receive
16 promised wages from the HBK Contracting Company during the pandemic and
17

18 ²⁶ Rémi Dupré & Samuel Laurent, *Corruption complaint filed against Sarkozy*
19 *over Qatar World Cup awarding process*, LE MONDE (Apr. 25, 2023),
20 [https://www.lemonde.fr/en/politics/article/2023/04/25/corruption-complaint-](https://www.lemonde.fr/en/politics/article/2023/04/25/corruption-complaint-filed-against-sarkozy-over-qatar-world-cup-attribution_6024289_5.html)
21 [filed-against-sarkozy-over-qatar-world-cup-attribution_6024289_5.html](https://www.lemonde.fr/en/politics/article/2023/04/25/corruption-complaint-filed-against-sarkozy-over-qatar-world-cup-attribution_6024289_5.html).

22 Reporting also indicates that, in 2009, Sheikh Hamad bin Khalifa paid six million
23 euros to former President Sarkozy’s wife. *See The Raven Project Leaks: Qatar*
24 *Reportedly Ordered Payment Of Six Million Euros To Wife Of French President*
25 *Sarkozy In 2009*, MEMRI (Dec. 26, 2023), [https://www.memri.org/reports/raven-](https://www.memri.org/reports/raven-project-leaks-qatar-reportedly-ordered-payment-six-million-euros-wife-french-president)
26 [project-leaks-qatar-reportedly-ordered-payment-six-million-euros-wife-french-](https://www.memri.org/reports/raven-project-leaks-qatar-reportedly-ordered-payment-six-million-euros-wife-french-president)
27 [president](https://www.memri.org/reports/raven-project-leaks-qatar-reportedly-ordered-payment-six-million-euros-wife-french-president).

28 ²⁷ *See “If we complain, we are fired:” Discrimination and Exploitation of*
29 *Migrant Construction Workers on FIFA World Cup Qatar 2022 Stadium Sites*,
30 EQUIDEM (2022),
31 [https://www.equidem.org/assets/downloads/Equidem_Qatar_World_Cup_Stadi-](https://www.equidem.org/assets/downloads/Equidem_Qatar_World_Cup_Stadiums_Report_Final.pdf)
32 [ums_Report_Final.pdf](https://www.equidem.org/assets/downloads/Equidem_Qatar_World_Cup_Stadiums_Report_Final.pdf) (the “Report”).

33 ²⁸ Avani Dias & Som Patidar, *Qatar royal family company accused of covering*
34 *up migrants’ exploitative working conditions ahead of FIFA World Cup*,
35 AUSTRALIAN BROADCASTING CORPORATION (Nov. 9, 2022),
36 [https://www.abc.net.au/news/2022-11-10/fifa-world-cup-qatar-and-human-](https://www.abc.net.au/news/2022-11-10/fifa-world-cup-qatar-and-human-rights/101624010)
37 [rights/101624010](https://www.abc.net.au/news/2022-11-10/fifa-world-cup-qatar-and-human-rights/101624010).

1 that, even before the pandemic, their salaries were not paid on time or, at other
 2 times, at all.²⁹ Still other workers alleged that the HBK Contracting Company
 3 failed to comply with salary promises and systematically underpaid them what
 4 was promised.³⁰ On top of these examples of fraud and wage theft, workers
 5 employed by the HBK Contracting Company also described working long days
 6 without overtime pay, non-payment of severance pay, and reimbursement for
 7 only a fraction of the amount of sizeable recruitment fees paid by workers.³¹
 8 Harkening back to the frauds described herein, as the Report puts it, “Wage theft
 9 is most visible in cases where workers *agree to particular terms of remuneration,*
 10 *complete the work, yet receive no payment.* However, non-payment and
 11 underpayment of wages and severance in the range of forms described above all
 12 constitute wage theft” (emphasis added).³²

13 147. Aside from the World Cup, reporting to U.S. government agencies
 14 and media articles strongly suggest that the Qatari Royals’ unlawful activities
 15 were to grow their wealth and enhance their geopolitical goals.

16 148. For instance, the Qatari Royals have used Quintet as a financial
 17 intermediary to facilitate transactions that are, at a minimum, suspicious, if not
 18 outright fraudulent. Between 2013 and 2017, at least a dozen transactions
 19 involving accounts opened in Quintet’s books were flagged as suspicious by
 20 United States authorities under anti-money laundering rules and on the basis of
 21 suspicious activity reports filed by United States banks through which the
 22 transactions were processed.³³

23
 24 ²⁹ Report at 51.

25 ³⁰ *Id.* at 53-54, 57.

26 ³¹ *See id.* at 9, 53–56.

27 ³² *Id.* at 58.

28 ³³ *See* Explore the FinCEN Files data, INTERNATIONAL CONSORTIUM OF
 INVESTIGATIVE JOURNALISTS, [https://www.icij.org/investigations/fincen-](https://www.icij.org/investigations/fincen-48)

1 149. The Qatari Royals also appear to have utilized Quintet to engage in
2 a complex scheme to advance the family’s luxury hotel investment interests while
3 also hiding illicit activities. In 2018, Sheikh Hamad bin Jassim engaged with
4 U.S. real estate billionaire Ben Ashkenazy and Indian businessman Sabatra Roy
5 related to Mr. Roy’s sale of the Plaza Hotel (the “Plaza”) to ensure the sale of the
6 Plaza to a subsidiary of the Qatar Investment Authority (“QIA”), Qatar’s
7 sovereign wealth fund. That transaction appears to have been set up to
8 improperly benefit the Qatari Royals from misappropriated government funds
9 while also hiding payments to Mr. Roy from Indian authorities.³⁴

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

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21 _____
22 files/explore-the-fincen-files-data/ (last visited Nov. 14, 2024); *see also* Adam
23 Lusher, Panama Papers: 12 world leaders linked to offshore dealings - and the
24 full allegations against them, THE INDEPENDENT, (April 5, 2015),
25 <https://www.the-independent.com/news/world/politics/panama-papers-assad-putin-poroshenko-mubarak-al-saud-pm-iceland-sigmundur-davio-gunnlaugsson-a6967411.html>; Yann Philippin, The Secret History of Hamad al-Thani’s Offshore Fortune, MEDIAPART (June 22, 2016),
26 <https://www.mediapart.fr/journal/international/220616/1-histoire-secrete-de-la-fortune-offshore-de-hamad-al-thani>; Panama Papers – Mossack Fonseca, Yalis S.A., INTERNATIONAL CONSORTIUM OF INVESTIGATIVE JOURNALISTS, <https://offshoreleaks.icij.org/nodes/10157956> (last visited Nov. 14, 2024).

27
28 ³⁴ Sheikh Hamad bin Jassim previously served as the QIA’s Chairman and Chief Executive Officer.

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1 at a time when Mr. Roy was under close observation for criminal failure to pay
2 off penalties to the Indian Government.

3 151. More specifically, in June 2017, Mr. Ashkenazy acquired a minority
4 equity position in the Plaza, which included a right of first refusal to any sale.
5 The next month, Sheikh Hamad bin Jassim, through one of his companies,
6 purchased the mortgages Mr. Roy’s companies took out to finance the purchase
7 of the Plaza and another New York hotel. That day, Sheikh Hamad bin Jassim’s
8 company also provided almost \$130 million in additional debt financing to Mr.
9 Roy’s companies, secured by the Plaza and another New York hotel (the “Roy
10 Loan”). On information and belief, a significant portion of the funds used in this
11 transaction were processed through an account at the bank now known as Quintet.
12 In total, Sheikh Hamad bin Jassim paid almost \$531 million for Mr. Roy’s
13 mortgages on the properties.

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

22 153. What is more, according to public filings, the outstanding principal
23 on the Roy Loan, now secured solely by another New York hotel, was \$100
24 million at the time of the sale of the Plaza. Following sale, this balance was then
25 divided into two tranches: \$80 million assigned from Sheikh Hamad bin Jassim’s
26 company to an affiliate of the QIA, and \$20 million assigned to Salisbury Group
27 Holdings LLC (“Salisbury”), affiliated with Mr. Roy. On information and belief,
28 Sheikh Hamad bin Jassim funneled this \$20 million payment to Mr. Roy through

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1 Salisbury to ensure the sale of the Plaza to a subsidiary of the QIA after blocking
2 other legitimate bids, structured in such a manner to conceal the funds from the
3 Indian authorities closely monitoring the sale of Mr. Roy’s overseas assets.

4 154. As another example, the Qatari Royals’ support of terrorist groups
5 is now no secret. Public reporting indicates that the Qatari Royals have provided
6 material support to various terrorist organizations. And the Qatari Royals have
7 not kept silent about their support for such groups.

8 155. Further, Michele Faissola, a member of the Qatari Royals’ inner
9 circle and key player in defrauding Mr. McKillen, has faced criminal inquiries of
10 his own. Faissola is a former Deutsche Bank executive who has worked as an
11 advisor to the Al Thani family since January 2018 as Chief Executive Officer of
12 Dilmon.

13 156. Mr. Faissola was implicated in multiple criminal investigations
14 during his time at Deutsche Bank. While serving as Global Head of Rates, Mr.
15 Faissola oversaw traders subsequently convicted of wire fraud due to their role
16 in a long-running LIBOR-fixing scheme. A preliminary report on the scandal
17 published in 2015 by BaFin, Germany’s financial regulator, stated that “there
18 [was an] indication that Mr. Faissola could have known about the manipulations
19 by DB trades in 2008” and that “he might have even supported the manipulations
20 by making the request to trader[.]”³⁵ A former trader later alleged that she even
21 provided Mr. Faissola with a report illustrating evidence of market manipulation
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25 ³⁵ Letter from Frauke Menke, Department President, Federal Financial
26 Supervisory Authority, to Deutsche Bank AG, Management Board (May 13,
27 2015) (draft convenience translation) at 2–3.
28 https://graphics.wsj.com/documents/doc-cloud-embedder/?sidebar=0&gl=1*6vn2eu*gcl_au*MTQ2NTYyMjIwMC4xNzM4MDA5MDQw*ga*MTc4NTc4MTY4Ni4xNzE2OTIwOTcy*ga_K2H7B9JRSS*MTc0NDY3NTg0Ny4yOC4xLjE3NDQ2NzU5MTAuNjAuMC4w#2167237-deutsche.

1 during her tenure at the Bank.³⁶ Though the traders' convictions were later
 2 overturned, Deutsche Bank agreed to pay over €3.8 billion in fines and
 3 settlements to regulators in the United States and Europe.

4 157. In May 2018, a Milan court convicted Mr. Faissola and others of
 5 market manipulation in one of the most high-profile European banking cases of
 6 the decade. In January 2013, managers of Italian bank Monte dei Paschi di Siena
 7 SpA ("MPS") were accused of colluding with Deutsche Bank and Nomura
 8 bankers, including Mr. Faissola, following the financial crisis, to hide losses at
 9 MPS by using complex derivatives trades that misrepresented MPS's finances.
 10 Though this sentence was overturned on appeal, a second Italian court sentenced
 11 Mr. Faissola on the same charges in November 2019. In May 2022, this second
 12 sentence was overturned on the basis of a challenge to the prosecutors' definition
 13 of the derivative trades used.

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

17 **FIRST CLAIM FOR RELIEF**

18 **Violation of the Racketeer Influenced and Corrupt Organizations Act,**
 19 **18 U.S.C. § 1962(c)**
 (Against All Defendants)

20 159. Plaintiffs reallege and incorporate herein each and every allegation
 21 set forth in Paragraphs 1 through 158 as if fully set forth herein.

22 160. Patrick McKillen and Hume Street Management Consultants
 23 Limited are each a "person" under 18 U.S.C. §§ 1961(3) and 1964(c), as they are
 24 each capable of holding a legal or beneficial interest in property.

25
 26
 27 ³⁶ Caroline Binham, *Trader caught up in Libor scandal sues Deutsche Bank*,
 28 FINANCIAL TIMES (Oct. 26, 2015), <https://www.ft.com/content/2204ac3c-740e-11e5-bdb1-e6e4767162cc>.

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

6 162. Defendants Sheikh Hamad bin Khalifa, Sheikh Hamad bin Jassim,
7 Sheikha Lulwah, Michele Faissola, Marc Socker, Dilmon, Beverly Hills
8 Acquisition LLC, and Maybourne Hotels Limited, and each of their agents and
9 representatives, along with non-defendant enterprise members SEDHV, Gilles de
10 Boissieu, Constellation Paris, and Fady Bakhos, constitute an “enterprise”
11 engaged in, and the activities of which affect, interstate and foreign commerce
12 within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c) (the “Al Thani
13 Enterprise”). The Al Thani Enterprise is an informal association operating for a
14 common purpose on an ongoing basis. To further this purpose, the Al Thani
15 Enterprise has engaged in coordinated activity to perpetrate a series of fraudulent
16 schemes against Mr. McKillen by fraudulently inducing and soliciting Plaintiffs,
17 a foreign individual and foreign company, to continue to provide services in the
18 United States on ultra-luxury property projects under the false pretense of
19 compensation for services rendered, while having no intention to compensate
20 them, and later refusing to compensate them once a benefit to the Qatari Royals
21 had been realized.

22 163. As members of the Al Thani Enterprise, each Defendant was and
23 remains associated with the Al Thani Enterprise and has conducted and/or
24 participated in the management and operation of the affairs of the Al Thani
25 Enterprise in relation to Plaintiffs through a pattern of unlawful activity
26 implicated under 18 U.S.C. § 1961(1)(B), including multiple, related, repeated,
27 and continuous acts of wire fraud and fraud in foreign labor contracting
28 chargeable under §§ 1343 and 1351, respectively.

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1 164. At all times relevant herein, Defendants have each carried out and
2 participated in schemes to defraud Plaintiffs through the Al Thani Enterprise.
3 Defendants' conduct includes, though is not limited to:

4 a. Inducing and soliciting Plaintiffs, a foreign individual and foreign
5 company, to continue to provide management and/or redevelopment services in
6 the United States in support of the Qatari Royals' investments on the materially
7 false pretense and/or via materially false representations that Plaintiff would be
8 compensated for services performed, when in truth Defendants did not intend to
9 fully compensate Plaintiffs for services performed;

10 b. Making materially false representations that Plaintiffs would be
11 compensated for services performed;

12 c. Directing and/or approving Plaintiffs' work on each of these
13 management and/or redevelopment projects for the Qatari Royals' benefit with
14 knowledge that the Qatari Royals did not intend to compensate Plaintiffs and in
15 furtherance of the fraudulent schemes;

16 d. Engaging in dilatory tactics to conceal the Qatari Royals' true intent
17 from Plaintiffs and luring Plaintiffs into believing that the Qatari Royals would
18 compensate them; and

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

21 165. Defendants' racketeering acts consisted of, though are not limited
22 to, multiple acts of wire fraud, including transmitting communications through
23 interstate and foreign commerce in furtherance of the scheme to induce Plaintiffs
24 to continue to provide services on materially false pretenses and via materially
25 false representations, to direct and approve Plaintiffs' work for the benefit of the
26 Qatari Royals, to engage in dilatory tactics to conceal the Qatari Royals' true
27 intent to deny Plaintiffs compensation, and/or refuse to compensate Plaintiffs for
28 services rendered after a benefit to the Qatari Royals had been realized, and

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1 multiple acts of fraud in foreign labor contracting, including soliciting Plaintiffs,
2 a foreign individual and foreign company residing and based outside of the
3 United States, for employment inside the United States on materially false
4 pretenses and via materially false representations, employing Plaintiffs in the
5 United States, directing and approving Plaintiffs’ work in the United States for
6 the benefit of the Qatari Royals, engaging in dilatory tactics to conceal the Qatari
7 Royals’ true intent to deny Plaintiffs compensation, and/or refusing to
8 compensate Plaintiffs for services rendered in the United States after a benefit to
9 the Qatari Royals had been realized. Defendants’ acts were committed for the
10 unlawful purpose of defrauding Plaintiffs in furtherance of the objectives of the
11 Al Thani Enterprise. In committing these acts, Defendants systematically
12 coordinated their activities, shared essential information between and among the
13 members of the Al Thani Enterprise, and acted as a continuing unit in furtherance
14 of its objectives.

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

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

SECOND CLAIM FOR RELIEF

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

26 168. Plaintiffs reallege and incorporate herein each and every allegation
 27 set forth in Paragraphs 1 through 167 as if fully set forth herein.

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

7 170. Each of the Defendants was and is associated with the Al Thani
8 Enterprise, defined *supra*, and they have all conspired with the
9 Conductors/Participants within the meaning of 18 U.S.C. § 1962(d) to violate 18
10 U.S.C. § 1962(c). Each of the Defendants conspired with the
11 Conductors/Participants to conduct or participate, directly or indirectly, in the
12 management and/or operation of the affairs of the Al Thani Enterprise in relation
13 to Plaintiffs through a pattern of activity unlawful under 18 U.S.C. § 1961(1)(B),
14 including multiple, related, repeated, and continuous acts of wire fraud
15 chargeable under § 1343 and fraud in foreign labor contracting chargeable under
16 § 1351 in violation of 18 U.S.C. § 1962(c), for the purpose of stealing Plaintiffs’
17 services.

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

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

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

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

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

10 e. Agreeing to wrongfully refuse to compensate Plaintiffs once a
11 benefit to the Qatari Royals had been realized.

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

16 173. As a direct and proximate result of the activities and conduct of
17 Sheikh Hamad bin Khalifa, Sheikh Hamad bin Jassim, Sheikha Lulwah, Michele
18 Faissola, Marc Socker, Dilmon, Maybourne Hotels Limited, and Beverly Hills
19 Acquisition LLC in violation of 18 U.S.C. § 1962(d), Plaintiffs have suffered and
20 continue to suffer injury to their business or property within the meaning of 18
21 U.S.C. § 1964(c) that arose in California and New York. Plaintiffs have suffered
22 and continue to suffer damages and injury to their business, including a financial
23 loss of millions of dollars for uncompensated work performed in California and
24 New York by Plaintiffs. As a direct result of Defendants inducing Plaintiffs to
25 continue to complete massive redevelopment projects under the false pretense
26 and via explicit false assurances of compensation, Plaintiffs have expended
27 countless hours and immense resources on the projects in California and New
28 York, only for Defendants to wrongfully withhold from Plaintiffs fees owed in

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1 accordance with their fraudulent schemes. Plaintiffs’ injuries arose in California
2 and New York, as Plaintiffs’ considerable financial losses were incurred in
3 California and New York, Defendants’ activity was conducted with the aim and
4 effect of injuring Plaintiffs in California and New York, and Defendants’
5 fraudulent schemes were undertaken to enrich the Qatari Royals in California and
6 New York. Plaintiffs are, therefore, entitled to recover threefold the damages
7 sustained, in addition to the cost of the suit and reasonable attorneys’ fees.

8 **PRAYER FOR RELIEF**

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

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

19 Dated: April 22, 2025

WILLKIE FARR & GALLAGHER LLP

/s/ Logan M. Elliott

Logan M. Elliott
Marina A. Torres
Michael J. Gottlieb (*Pro hac vice forthcoming*)
Samuel Hall (*Pro hac vice forthcoming*)

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: April 22, 2025

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/s/ Logan M. Elliott

Logan M. Elliott

Marina A. Torres

Michael J. Gottlieb (*Pro hac vice forthcoming*)

Samuel Hall (*Pro hac vice forthcoming*)

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