

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE COUNTY

2015 FEB 17 CVS

R. DANIEL BRADY, as Administrator for
the separate Estates of ALI KINANI,
ABRAHEM ABED AL MAFRAJE, and
MAHDE SAHAB NASER SHAMAKE; and
MOHAMMED HAFEDH ABDULRAZZAQ
KINANI, KALLED ABRAHEM AL
MAFRAJE, SAHAB NASER SHAMAKE,
MAJID SALMAN ABED AL-KAREEM,
NASEAR HAMZA LATIF RAHIEF,
GHASSAN ABAD ALKAREM
MAHMOOD, individually,

Plaintiffs,

v.

XE SERVICES LLC, BLACKWATER
SECURITY CONSULTING LLC, U.S.
TRAINING CENTER, INC., RAVEN
DEVELOPMENT GROUP LLC, GSD
MANUFACTURING LLC, PRINCE
GROUP, LLC, TOTAL INTELLIGENCE
SOLUTIONS LLC, GREYSTONE LIMITED
a/k/a GREYSTONE LTD, TERRORISM
RESEARCH CENTER, INCORPORATED,
TECHNICAL DEFENSE ASSOCIATES,
INCORPORATED, AVIATION
WORLDWIDE SERVICES, L.L.C.,
GUARDIAN FLIGHT SYSTEMS LLC,
PRESIDENTIAL AIRWAYS, INC., STI
AVIATION, INC., AIR QUEST, INC.,
SAMARUS CO LTD, ERIK PRINCE,
DONALD WAYNE BALL, DUSTIN L.
HEARD, EVAN SHAWN LIBERTY,
JEREMY P. RIDGEWAY, NICHOLAS
ABRAM SLATTEN and PAUL ALVIN
SLOUGH,

Defendants.

COMPLAINT

(Jury Trial Demanded)

NATURE OF THE ACTION

1. This action arises from an unnecessary and unprovoked attack against innocent, unarmed Iraqi civilians on the early afternoon of September 16, 2007 at a traffic circle in Baghdad, Iraq known as Nisur Square. The wrongful conduct of defendants, as alleged herein, caused the needless deaths of at least fourteen (14) Iraqi civilians and serious injuries to a number of others, including women and children.

2. This action is being brought against the corporate entities that previously operated in Iraq under the name "Blackwater" and are now known as "Xe" ("Blackwater-Xe"), as well as the individual defendants named herein, all current and former employees of Blackwater-Xe. Blackwater-Xe was established in or about 1996 and is one of the world's largest providers of private personal protective services. Blackwater-Xe began operating in Iraq in approximately August of 2003, pursuant to an independent contractor relationship with the U.S. State Department to provide private personal protective services to certain high-level U.S. and foreign officials working in Baghdad, Iraq.

3. Blackwater-Xe created and fostered a culture of unlawful and reckless conduct amongst its employees, including the individual defendants named herein. The tragedy at Nisur Square on September 16, 2007 was only the latest incident in a pattern of egregious conduct by Blackwater-Xe personnel operating in Iraq.

4. Defendants' wholesale slaughter of innocent civilians at Nisur Square was thoroughly investigated by United States military and criminal investigators, including the Federal Bureau of Investigation. As a result of the investigation into defendants' unlawful conduct at Nisur Square, the United States Department of Justice obtained criminal indictments against five of the individual defendants for their role in this unnecessary tragedy. Another

individual defendant, also a former employee of Blackwater-Xe, has entered a guilty plea for his role in the shootings at Nisur Square.

5. In this action, plaintiffs seek the recovery of compensatory damages for innocent civilians who were injured or killed at Nisur Square on September 16, 2007, as well as punitive damages for the conduct of defendants giving rise to the claims set forth herein.

JURISDICTION AND VENUE

6. Subject matter jurisdiction over this cause is conferred upon and vested in this Court under and by virtue of N.C. Gen. Stat. § 7A-240 and § 7A-243.

7. Venue for this action is proper pursuant to N.C. Gen. Stat. §§ 1-79 and 82.

8. All conditions precedent to the filing of this action have been satisfied.

9. No federal causes of action or questions are raised herein.

PARTIES

10. R. Daniel Brady (hereinafter “Mr. Brady”), a North Carolina licensed attorney and resident of Wake County, North Carolina, was duly appointed administrator of the Estate of Ali Kinani by the Clerk of the Superior Court of Wake County, North Carolina on September 9, 2009. Ali Kinani was a citizen and resident of Baghdad, Iraq and was nine years old at the time of his death on September 16, 2007. Mr. Brady is acting as administrator in the institution of this wrongful death action filed pursuant to N.C. Gen. Stat. § 28A-18-2. This action is filed within two years from the date of Ali Kinani’s death.

11. Mr. Brady was duly appointed administrator of the Estate of Abraham Abed Al Mafraje (“Abraham Al Mafraje”) by the Clerk of the Superior Court of Wake County, North Carolina on September 9, 2009. Abraham Abed Al Mafraje was a citizen and resident of Baghdad, Iraq and was seventy-seven years old at the time of his death on September 16, 2007.

Mr. Brady is acting as administrator in the institution of this wrongful death action filed pursuant to N.C. Gen. Stat. § 28A-18-2. This action is filed within two years from the date of Abraham Al Mafraje's death.

12. Mr. Brady was duly appointed administrator of the Estate of Mahde Sahad Naser Shamake ("Mahde Shamake") by the Clerk of the Superior Court of Wake County, North Carolina on September 9, 2009. Mahde Shamake was a citizen and resident of Baghdad, Iraq and was twenty-five years old at the time of his death on September 16, 2007. Mr. Brady is acting as administrator in the institution of this wrongful death action filed pursuant to N.C. Gen. Stat. § 28A-18-2. This action is filed within two years from the date of Mahde Shamake's death.

13. Ali Kinani, Abraham Al Mafraje and Mahde Shamake are hereinafter referred to collectively as "Decedents."

14. Mohammed Hafedh Abdulrazzaq Kinani ("Mr. Kinani") is a foreign national and at all times alleged herein was a citizen and resident of Baghdad, Iraq. Mr. Kinani is the father of four children, including nine-year-old Ali Kinani, who was killed on September 16, 2007. Mr. Kinani brings this action under Iraqi law, alternatively in his individual capacity, as Ali Kinani's heir.

15. Kalled Abraham Al Mafraje ("Mr. Al Mafraje") is a foreign national and at all times alleged herein was a citizen and resident of Baghdad, Iraq. He is the son of seventy-seven year-old Abraham Abed Al Mafraje, who was killed on September 16, 2007. Mr. Al Mafraje brings this action under Iraqi law, alternatively in his individual capacity, as Abraham Abed Al Mafraje's heir.

16. Sahab Naser Shamake ("Mr. Shamake") is a foreign national and at all times alleged herein was a citizen and resident of Baghdad, Iraq. He is the father of twenty-five year

old Mahde Shamake, who was killed on September 16, 2007. Mr. Shamake brings this action under Iraqi law, alternatively in his individual capacity, as Mahde Shamake's heir.

17. Majid Salman Abed Al-Kareem ("Mr. Al-Kareem") is fifty years old and is a foreign national and at all times alleged herein was a citizen and resident of Baghdad, Iraq. Mr. Al-Kareem is married and is the father of a three-year-old daughter. Mr. Al-Kareem brings this action to recover damages for personal injuries he suffered on September 16, 2007.

18. Nasear Hamza Latif Rahief ("Mr. Rahief") is sixty-five years old and is a foreign national and at all times alleged herein was a citizen and resident of Baghdad, Iraq. Mr. Rahief is a widower and the father of nine (9) children. Mr. Rahief brings this action to recover damages for personal injuries he suffered on September 16, 2007.

19. Ghassan Abad Alkarem Mahmood ("Mr. Mahmood") is fifty-three years old and is a foreign national and at all times alleged herein was a citizen and resident of Baghdad, Iraq. Mr. Mahmood is married and the father of two (2) children. Mr. Mahmood brings this action to recover damages for personal injuries he suffered on September 16, 2007.

20. Upon information and belief, defendant Xe Services LLC ("Xe") is a corporation organized and existing under the laws of the State of Delaware, with its office and principal place of business in McLean, Virginia. Xe regularly and systematically conducts business and maintains a registered agent in North Carolina. Xe was formerly known as EP Investments, LLC, doing business as Blackwater USA and Blackwater Worldwide.

21. Upon information and belief, defendant Blackwater Security Consulting LLC ("BSC") is a limited liability company organized and existing under the laws of the State of Delaware, with its office and principal place of business in Moyock, North Carolina.

22. Upon information and belief, defendant U.S. Training Center, Inc. (“Training Center”) is a corporation organized and existing under the laws of the State of Delaware, with its office and principal place of business in Moyock, North Carolina. Training Center was formerly known as Blackwater Lodge and Training Center, Inc.

23. Upon information and belief, defendant Raven Development Group LLC (“Raven”) is a limited liability company organized and existing under the laws of the State of Delaware, with its office and principal place of business in Moyock, North Carolina.

24. Upon information and belief, defendant GSD Manufacturing LLC (“GSD”) is a limited liability company organized and existing under the laws of the State of Delaware, with its office and principal place of business in Moyock, North Carolina. GSD was formerly known as Blackwater Target Systems, LLC and Blackwater Manufacturing, LLC.

25. Upon information and belief, defendant Prince Group, LLC (“Prince Group”) is a limited liability company organized and existing under the laws of the State of Michigan, with its office and principal place of business in McLean, Virginia. Prince Group regularly and systematically conducts business in the State of North Carolina.

26. Upon information and belief, defendant Total Intelligence Solutions LLC (“TISL”) is a limited liability company organized and existing under the laws of the State of Delaware, with its office and principal place of business in McLean, Virginia. TISL regularly and systematically conducts business in the State of North Carolina.

27. Upon information and belief, defendant Greystone Limited a/k/a Greystone LTD (“Greystone”) is a corporation organized and existing under the laws of Barbados, with its office and principal place of business in Bridgetown, Barbados. Greystone regularly and systematically conducts business in the State of North Carolina.

28. Upon information and belief, defendant Terrorism Research Center, Incorporated (“TRC”) is a corporation organized and existing under the laws of the Commonwealth of Virginia, with its office and principal place of business in Arlington, Virginia. TRC regularly and systematically conducts business in the State of North Carolina.

29. Upon information and belief, defendant Technical Defense Associates, Incorporated (“TDA”) is a corporation organized and existing under the laws of the Commonwealth of Virginia with its office and principal place of business in Arlington, Virginia. TDA regularly and systematically conducts business in the State of North Carolina.

30. Upon information and belief, defendant Aviation Worldwide Services, L.L.C. (“AWS”) is a limited liability company organized and existing under the laws of the State of Florida, with its office and principal place of business in Camden, North Carolina. AWS maintains its registered agent in Raleigh, Wake County, North Carolina.

31. Upon information and belief, defendant Guardian Flight Systems LLC (“GFS”), formerly known as Blackwater Airships LLC, is a limited liability company organized and existing under the laws of the State of Delaware, with its office and principal place of business in Elizabeth City, North Carolina. GFS maintains its registered agent in Raleigh, Wake County, North Carolina.

32. Upon information and belief, defendant Presidential Airways, Inc. (“PAI”) is a corporation organized and existing under the laws of the State of Florida with its office and principal place of business in Camden, North Carolina. PAI maintains its registered agent in Raleigh, Wake County, North Carolina.

33. Upon information and belief, defendant STI Aviation, Inc. (“STI”) is a corporation organized and existing under the laws of the State of Florida with its office and

principal place of business in Camden, North Carolina. STI maintains its registered agent in Raleigh, Wake County, North Carolina.

34. Upon information and belief, defendant Air Quest, Inc. (“AQI”) is a corporation organized and existing under the laws of the State of Florida with its office and principal place of business in Camden, North Carolina. AQI maintains its registered agent in Raleigh, Wake County, North Carolina.

35. Upon information and belief, defendant Samarus CO LTD (“Samarus”) is an affiliate, owner and/or member of one or more of the corporate entities identified herein. Plaintiffs are further informed and believe that defendant Erik Prince is an officer and/or director of Samarus. Samarus regularly and systematically conducts business in the State of North Carolina.

36. Upon information and belief, defendant Erik Prince (“Prince”) is a citizen and resident of Fairfax County, Virginia. At all times alleged herein, Prince engaged in substantial personal and business activity in the State of North Carolina. Further, the wrongful deaths and injuries alleged herein arise, in whole or in part, from the acts and/or omissions committed by him within North Carolina.

37. Upon information and belief, defendant Prince established and/or acquired the entities which comprise Blackwater-Xe. Plaintiffs are further informed and believe that Prince, either individually or through his ownership of the Prince Group LLC, owns and completely dominates and controls the web of companies comprising Blackwater-Xe, such that the entities comprising Blackwater-Xe have no separate mind, will or existence of their own. Upon further information and belief, the entities comprising Blackwater-Xe have, during the relevant period,

failed to observe corporate formalities, including the failure to maintain separate books or accountings for each separate entity and otherwise failing to operate as independent entities.

38. Upon information and belief, while Blackwater-Xe was purposefully fragmented into an excessive number of subsidiaries, affiliates, and/or divisions, Prince operated all such entities comprising Blackwater-Xe as a single company.

39. The corporate defendants described above and Prince are hereinafter collectively referred to as “Blackwater-Xe.” Upon information and belief, the Blackwater-Xe corporate entities regularly and systematically conduct business with each other, including conducting business with their related entities located in the State of North Carolina.

40. Upon information and belief, defendant Donald Wayne Ball (“Ball”) is a citizen and resident of the State of Utah.

41. Upon information and belief, defendant Dustin L. Heard (“Heard”) is a citizen and resident of the State of Tennessee.

42. Upon information and belief, defendant Evan Shawn Liberty (“Liberty”) is a citizen and resident of the State of New Hampshire.

43. Upon information and belief, defendant Jeremy P. Ridgeway (“Ridgeway”) is a citizen and resident of the State of California.

44. Upon information and belief, defendant Nicholas Abram Slatten (“Slatten”) is a citizen and resident of the State of Tennessee.

45. Upon information and belief, defendant Paul Alvin Slough (“Slough”) is a citizen and resident of the State of Texas.

46. Ball, Heard, Liberty, Ridgeway, Slatten and Slough are hereinafter collectively referred to as “the Indicted Defendants.” Upon information and belief and during the relevant

period, the Indicted Defendants regularly and systematically conducted business with Blackwater-Xe in the State of North Carolina.

47. At all times alleged herein, the Indicted Defendants were acting within the course and scope of their employment with and for the benefit of Blackwater-Xe. The actions of the Indicted Defendants were taken with the permission, knowledge, consent and/or ratification of Blackwater-Xe. Unless otherwise indicated, all defendants are hereinafter collectively referred to as “the Defendants.”

FACTUAL BACKGROUND

48. The entities comprising Blackwater-Xe are a web of companies which were formed and/or acquired by defendant Prince beginning in or about 1996.

49. Blackwater-Xe has grown to become one of the world’s largest providers of private personal protective services and offers a diverse range of services related thereto, including helicopter and air transport services.

50. The primary operational facility for Blackwater-Xe personnel is located in northeastern North Carolina. The facility is contained on approximately 6,000 acres and Blackwater-Xe has described its facility as the largest such facility in the United States.

51. Plaintiffs are informed and believe that Prince and the Indicted Defendants engaged in substantial activities and spent significant time working at Blackwater-Xe’s North Carolina facility.

52. On or about August 2003, Blackwater-Xe began providing private personal protective services in Iraq. At that time, Blackwater-Xe was awarded a contract to provide said services to U.S. civilian officials.

53. Blackwater-Xe thereafter entered into a contract with the U.S. State Department known as the “Worldwide Personal Protective Services Contract II” (“the WPPS contract”) for the provision of private personal protective services to certain high-level U.S. and foreign governmental officials working in Baghdad, Iraq.

54. At all times alleged, Blackwater-Xe was obligated to comply with all of the laws of the United States and Iraq.

55. Blackwater-Xe had a duty and was required to recruit, screen, select and train its employees engaged in providing private personal protective services in Iraq. Blackwater-Xe provided all necessary training facilities for its private personal protection personnel, as well as all equipment, materials and supplies as necessary.

56. Plaintiffs are informed and believe that at all times alleged Blackwater-Xe performed evaluations of its employees, including the Indicted Defendants. Blackwater-Xe had a duty and was required to take any necessary disciplinary action with respect to its employees and at all relevant times retained the right to supervise, discipline or terminate its employees as necessary.

57. Plaintiffs are informed and believe that Blackwater-Xe paid travel expenses for those employees hired to provide private personal protective services, including the costs of taxis, hotels and airfare.

58. Plaintiffs are informed and believe that Blackwater-Xe determined the job assignments, work schedules and work rotations for its employees engaged in providing private personal protective services, including the Indicted Defendants.

59. Plaintiffs are informed and believe that Blackwater-Xe paid its employees, including the Indicted Defendants, salaries for the private personal protective services they

provided pursuant to their employment, and either party could terminate the employment relationship without incurring any liabilities.

60. At all times alleged, Blackwater-Xe retained the right to direct and control its employees engaged in providing private personal protective services, including the Indicted Defendants.

61. The U.S. Government has determined that Blackwater-Xe employees, similarly situated to the Indicted Defendants, were employees for whom Blackwater-Xe was required to provide workers' compensation insurance. The U.S. government has further determined that Blackwater-Xe persons, similarly situated to the Indicted Defendants, were employees for purposes of compliance with the tax laws of the United States (*see Exhibit 1*).

62. At all times alleged, Blackwater-Xe retained the right to direct and control its employees engaged in providing private personal protective services pursuant to the WPPS contract.

63. At all times alleged, Blackwater-Xe's employees, including the Indicted Defendants, were required to follow certain standards and rules of engagement prior to the use of deadly force. These standards include, but are not limited to, the State Department Mission Firearms Policy for Iraq ("the Mission Firearms Policy"). As a condition of their employment with Blackwater-Xe, the Indicted Defendants were required to sign a written acknowledgement agreeing to abide by the use-of-force policies set forth in the Mission Firearms Policy.

64. The Mission Firearms Policy provided, in part, that "[t]he use of deadly force must be objectively reasonable under all the circumstances known to the individual at the time [and] the necessity to use deadly force arises when all other available means of preventing imminent and grave danger to a specific individual or other person have failed or would be likely

to fail.” The Mission Firearms Policy further states that “employing deadly force is permissible when there is no safe alternative to using such force and without the use of deadly force, the individual or others would face imminent and grave danger.”

65. At all times alleged, the Indicted Defendants were acting within the course and scope of their employment with Blackwater-Xe. The Indicted Defendants at all times alleged acted in concert to commit the negligent and/or grossly negligent acts described herein and said defendants were engaged in pursuit of a common purpose and design.

The Indicted Defendants’ Misconduct Prior to the Nisur Square Shootings

66. Plaintiffs are informed and believe that in the year leading up to the Nisur Square shootings, certain of the Indicted Defendants routinely engaged in conduct that was reckless, negligent, in willful violation of applicable laws and demonstrated a total disregard for the safety and welfare of the citizens and residents of Iraq. Said actions and violations of applicable laws demonstrated that the Indicted Defendants were unfit to continue providing private personal protective services. Plaintiffs are further informed and believe that such misconduct included a pattern of unprovoked, aggressive, and dangerous behavior toward unarmed Iraqi civilians in Baghdad, including, but not limited to the following:

- (a) On or about May 23, 2007, defendant Liberty discharged an automatic weapon from the turret of a Blackwater-Xe armored vehicle without aiming the weapon and without regard for who might be struck by the rounds;
- (b) While assigned to turret gun positions, defendants Slough, Slatten and Liberty routinely threw objects, including frozen water bottles, frozen oranges, and other items, at unarmed Iraqi civilians, vehicles, wagons, and

bicycles, without justification and to injure and harass innocent civilians, and for sport;

- (c) On or about September 9, 2007, defendant Liberty discharged an automatic weapon from the port hole of a Blackwater-Xe armored vehicle while driving the vehicle, without aiming the weapon and without regard for who might be struck by the rounds;
- (d) During the twelve months preceding the Nisur Square shootings, defendant Slatten repeatedly boasted about the number of Iraqi civilians he had shot; and
- (e) During the twelve months preceding the Nisur Square shootings, defendant Slatten indiscriminately fired his weapon in an attempt to draw return fire and instigate gun battles.

67. The prior acts of misconduct described herein were inconsistent with the policies and procedures governing the use of force and escalation of force that Blackwater-Xe employees were required to follow, including but not limited to the duty to act as lawful, reasonable and prudent personal protective personnel.

The Nisur Square Shootings – September 16, 2007

68. Nisur Square is a traffic circle which serves as a major thoroughfare for traffic in Baghdad. Nisur Square is located just outside a fortified area of central Baghdad known as the “International Zone,” also commonly referred to as the “Green Zone.” Most of the foreign embassies in Iraq, including the United States Embassy, are located in the International Zone.

69. On September 16, 2007, the Indicted Defendants were assigned to a convoy of four heavily-armed trucks known as a Tactical Support Team which used the call sign “Raven

23.” All references to “Raven 23” include the Indicted Defendants. The function of the Tactical Support Team was to assist other Blackwater-Xe personal protective personnel operating in Baghdad. Part of the assistance included the use of Blackwater-Xe helicopters and other aircraft.

70. On September 16, 2007, at approximately noon, the Raven 23 convoy exited the International Zone without first obtaining the necessary and proper authorization to do so.

71. At the time and place alleged, Blackwater-Xe employees, including the Indicted Defendants who were members of the Raven 23 convoy, understood that their mission was supportive in nature and that they were not permitted to engage in offensive action, discharge their weapons without first determining the need to do so, use the tactic known as “suppressive fire,” or exercise police powers. Rather, Blackwater-Xe’s personal protective employees, including the Indicted Defendants, understood that they were only authorized to discharge their firearms in self-defense and as a last resort.

72. Shortly after the Raven 23 convoy departed from the International Zone on September 16, 2007, plaintiffs are informed and so believe that the Raven 23 convoy was specifically directed by the Regional Security Office of the United States Embassy to return to the International Zone as soon as possible. At this point, the Raven 23 convoy had failed to return to the International Zone as directed. In complete contravention of their authorization under the WPPS contract, the Raven 23 convoy, including the Indicted Defendants, proceeded to set up a blockade at Nisur Square to stop civilian traffic from flowing through the traffic circle.

73. At the time and place alleged, four heavily-armed vehicles in the Raven 23 convoy entered Nisur Square from the east side of the circle. The Raven 23 convoy was traveling against the flow of traffic and the convoy’s four heavily-armed vehicles were then

positioned in a line on the southern half of the circle in order to block any traffic from entering the circle from the south or the west.

74. Moments after the Raven 23 convoy entered the traffic circle and before it had been determined it was necessary to do so, the Indicted Defendants acting in concert opened fire on a white Kia sedan which had been approaching the traffic circle from the south. These initial shots killed the driver of the vehicle, who was later identified as a second-year Iraqi medical student. As an Iraqi police officer directing traffic at Nisur Square waived his arms in an effort to prevent further gun fire, defendant Ridgeway fired multiple rounds from his M-4 assault rifle into the front passenger side window of the white Kia sedan, killing the passenger. The passenger in the white Kia sedan was later identified as an Iraqi physician and the mother of the driver.

75. In addition to the shots fired by defendant Ridgeway, several other members of the Raven 23 convoy fired weapons into the white Kia sedan. At least one member of the convoy launched an M-203 grenade at the white Kia sedan, which exploded under the passenger compartment, rupturing and igniting the fuel line and causing the vehicle to erupt in flames. By this time, Blackwater-Xe helicopters had arrived to support the actions of Raven 23 and the Indicted Defendants.

76. Given the fact that shots were initially fired at the white Kia sedan only moments after the Raven 23 convoy arrived at the traffic circle, employees of Blackwater-Xe, including the Indicted Defendants, made no attempt to provide any warnings or instructions to the driver of the white Kia sedan to come to a complete stop prior to their use of deadly force.

77. The Mission Firearms Policy required that prior to the use of deadly force, reasonable warnings should have been given to the Kia sedan, including the use of hand and

verbal warnings; firing of pin flares; pointing of weapons at the vehicle; and/or the firing of rounds into the engine block. The Indicted Defendants, all joint participants acting in concert in the Nisur Square shootings, failed to observe any of the required protocols.

78. As the Raven 23 convoy was situated in and thereafter departed from the intersection at Nisur Square, it proceeded against the flow of traffic to the north of the circle and continued to fire at vehicles and unarmed pedestrians in and around the traffic circle, and at a red bus containing innocent civilians. The Raven 23 convoy then proceeded back to the International Zone on a road north of the traffic circle. As the Raven 23 convoy moved by, Blackwater-Xe's employees, including the Indicted Defendants, continued to fire into the rooftops, windshields and trunks of other civilian vehicles and at pedestrians that posed no threat whatsoever to the convoy.

The Wrongful Deaths

79. At the time and place alleged, plaintiff, Mr. Kinani, was driving his Isuzu sport utility vehicle in a northerly direction toward the Nisur Square traffic circle. His automobile was located behind the white Kia sedan and was occupied by his nine-year-old son, Ali Kinani, and four other family members, including his sister and three other small children who were seated in the back seat with Ali Kinani.

80. The sport utility vehicle driven by Mr. Kinani was fired upon by Blackwater-Xe personnel, including the Indicted Defendants, and was struck at least ten times in the front grill, front windshield and side passenger door.

81. During the course of the shooting, Mr. Kinani's son, the decedent Ali Kinani, was struck by a bullet in the left side of his head. When Mr. Kinani opened the passenger door to provide aid to his young son, Ali Kinani slumped to his left toward his father. As Mr. Kinani

reached to catch his injured son, a portion of Ali Kinani's brain fell out of the open wound in his head and landed between Mr. Kinani's feet on the pavement. A true and accurate photograph of Ali Kinani taken just prior to his death is attached as **Exhibit 2**.

82. After Blackwater-Xe personnel left Nisur Square, Mr. Kinani drove his vehicle to a hospital located near Nisur Square. Due to the grave nature of his injuries, Ali Kinani was immediately placed in an ambulance for transport to another Baghdad hospital for treatment of his injuries. Ali Kinani died shortly after reaching the second hospital.

83. At the time and place alleged, Mahde Shamake, a twenty-five-year-old taxi driver, was operating his green Daewoo automobile. His vehicle was located in the northwest corner of the traffic circle facing the opposite direction of the Raven 23 convoy. Mahde Shamake's vehicle was struck from the rear by bullets fired by one or more of the Indicted Defendants. Mahde Shamake suffered a gunshot wound to his back. The nature of the rounds used by the Indicted Defendants was such that a large exit wound was opened in his chest.

84. Mahde Shamake was taken to a hospital, where he repeatedly asked for water and remained conscious for approximately five hours prior to his death. Mahde Shamake's father, his brothers, and other family members were able to be with him in the hospital but were unable to offer more than comfort before he died.

85. Abraham Al Mafraje, a seventy-five-year-old retired farmer, was a passenger in a white Kia minibus. While seated in the white Kia minibus, Abraham Al Mafraje was struck in the head by a shot fired from the Raven 23 convoy. Abraham Al Mafraje was transported to a hospital, where he lived for approximately thirty minutes. Abraham Al Mafraje's son was called to the hospital where he found his father with a large open gunshot wound to his head.

The Personal Injuries

86. At the time and place alleged, Ghassan Abad Alkarem Mahmood ("Mr. Mahmood"), a fifty-three-year-old engineer and father of five (5) children, was driving a white Kia. He was shot in the head and neck by gunfire from the Raven 23 convoy and remained incapacitated for several months after the shooting. He was unable to walk, stand, hear or attend to his needs for several months. Mr. Mahmood sustained nerve damage to his face and neck and continues to suffer problems with memory, hearing, balance and vision. He has been unable to resume his employment as an engineer and will be unable to work as an engineer in the future.

87. At the time and place alleged, Nasear Hamza Latif Rahief ("Mr. Rahief"), a sixty-five-year old widower and father of nine (9) children, was a passenger in a minivan taxi. He was shot in the right shoulder by gunfire from the Raven 23 convoy. Mr. Rahief was a produce merchant who supported his family by working in one of Baghdad's open markets. He was unable to work for at least one year due to his injuries.

88. At the time and place alleged, Majid Salman Abed Al-Kareem ("Mr. Al-Kareem"), a fifty-year old businessman, husband and father of a three-year-old child, was a passenger in a white VW mini-panel truck. When gunfire from the Raven 23 convoy struck his vehicle, he scrambled out of the vehicle and sought cover, but was struck with shrapnel in his shoulder, abdomen, and leg. One or more of the Indicted Defendants fired M-203 grenades into the vehicle in which Mr. Al-Kareem was a passenger. The shrapnel from the grenade struck Mr. Al-Kareem and remains lodged in his body, which causes constant pain and discomfort and prevents him from walking distances or standing for long periods of time.

89. When the Raven 23 convoy left Nisur Square on the early afternoon of September 16, 2007, at least fourteen (14) Iraqi civilians lay dead or dying and another twenty (20) or more

civilians suffered serious personal injuries. At no time prior to leaving Nisur Square did members of the Raven 23 convoy, including the Indicted Defendants, make any effort to render aid or assistance to those civilians who had been killed or injured.

Aftermath of the Nisur Square Shootings - The Investigation

90. Shortly after the September 16, 2007 shootings at Nisur Square, United States military investigators arrived at the scene to conduct their investigation. Despite the fact that Blackwater-Xe had declared publicly that its personnel were justified in the use of deadly force, United States military investigators determined that none of the Iraqi civilians were armed or created any threat to the Indicted Defendants prior to the time of the shootings at Nisur Square. Furthermore, the investigation determined that the shootings were not justified.

91. According to a United States military official on site in Iraq, Blackwater-Xe's conduct "was obviously excessive, it was obviously wrong."

92. The Federal Bureau of Investigation ("FBI") was thereafter requested to undertake a complete investigation of the shootings at Nisur Square. Based upon the FBI's investigation, which spanned a number of months and included witness interviews and forensic testing, the FBI concluded that the shootings at Nisur Square were entirely without justification and that the Indicted Defendants' use of deadly force against unarmed Iraqi civilians was not objectively reasonable.

Aftermath of the Nisur Square Shootings – The Congressional Investigation

93. In late 2007, the United States Congress, Committee on Oversight and Government Reform ("the Congressional Committee"), launched an investigation into the performance of Blackwater-Xe in Iraq. During its investigation of Blackwater-Xe's activities in Iraq, the Congressional Committee reviewed thousands of pages of documents produced by the

U.S. State Department and Blackwater-Xe, including 437 internal Blackwater-Xe “incident reports.”

94. On October 1, 2007, the Majority Staff of the Congressional Committee issued a memorandum concerning Blackwater-Xe’s activities in Iraq (“the Congressional Report”) prior to a scheduled Congressional hearing.

95. The Congressional Report noted that in the days following the shootings at Nisur Square, U.S. Military commanders reported that Blackwater-Xe security personnel “have very quick trigger fingers,” “shoot first and ask questions later,” and “act like cowboys.” The Congressional Report further noted that both Blackwater-Xe and State Department records revealed that Blackwater-Xe’s use of force in Iraq was frequent and extensive, resulting in significant casualties and property damage. The incidents documented by the Congressional Committee occurred prior to the shootings at Nisur Square and included the following:

- (a) On June 25, 2005, Blackwater-Xe employees shot and killed an Iraqi man who was reported to the State Department to be the father of six and an innocent person standing on the side of the street. According to an internal State Department document, the Blackwater-Xe personnel who fired the shots initially failed to report the shooting and sought to cover it up;
- (b) On October 24, 2005, an unarmed civilian bystander was shot in the head by a Blackwater-Xe employee who fired his weapon in order to disable a nearby vehicle. The Blackwater-Xe employees did not stop to render aid or assistance to the civilian;

- (c) On November 28, 2005, one or more Blackwater-Xe vehicles, operated by Blackwater-Xe employees, collided with 18 different civilian vehicles. A Blackwater-Xe employee later reported that another Blackwater-Xe employee “openly admitted giving clear direction to the primary driver to conduct these acts of random negligence for no apparent reason;”
- (d) On September 24, 2006, a civilian vehicle was forced off the roadway to avoid vehicles operated by Blackwater-Xe employees that had been driving down the wrong side of a road at forty-five miles per hour. The civilian driver crashed into a telephone pole at the side of the road. The involved Blackwater-Xe employees left the scene without attempting to assist the occupants of the Iraqi civilian’s vehicle, which was described as “a ball of flames;” and
- (e) On December 24, 2006, a drunken Blackwater-Xe employee shot and killed a security guard to Iraqi Vice President Adil Abd-Al-Mahdi, while in the International Zone.

96. The Congresssional Report stated that the incident reports obtained during its investigation described a number of incidents involving Iraqi civilian casualties that had not previously been reported.

97. Despite the fact that Blackwater-Xe was legally bound to only engage in defensive uses of force to prevent “imminent and grave danger,” the Congressional Committee’s investigation revealed that the vast majority of Blackwater-Xe’s weapons discharges were preemptive, with Blackwater-Xe personnel firing prior to receiving any fire. In fact, Blackwater-Xe’s internal incident reports reflected that in 84% of shooting incidents, Blackwater-Xe

personnel were the first to fire. The Congressional Committee further determined from its review of internal incident reports that in the vast majority of incidents in which Blackwater-Xe engaged in weapons fire, its personnel fired from a moving vehicle and failed to remain at the scene to determine if their shots resulted in casualties.

98. Prior to the shootings at Nisur Square, Blackwater-Xe employees engaged in a disturbing pattern and practice of failing to follow required rules of engagement and other requirements to act reasonably and prudently before discharging their weapons, including but not limited to, the Mission Firearms Policy. The negligent and reckless conduct of Blackwater-Xe's employees resulted in the needless deaths and injuries to numerous innocent Iraqi civilians.

99. Prior to September 16, 2007, Blackwater-Xe was fully aware of the numerous incidents involving Blackwater-Xe's shootings of innocent Iraqi civilians and the need to provide additional supervision or to take other corrective action to prevent and avoid further needless injuries and loss of innocent human life.

100. Plaintiffs are further informed and believe that prior to the shootings at Nisur Square, Blackwater-Xe had been warned by governmental officials of the need to take such corrective action. Despite such warnings, Blackwater-Xe failed to take reasonable measures to address and curtail the unlawful and reckless conduct of its employees directed at innocent Iraqi civilians.

Condolences from the State Department

101. Following the death of Ali Kinani, his father, plaintiff Mohammed Kinani, received a letter dated November 17, 2008 from Ambassador Patricia Butenis, Deputy Chief of Mission with the United States Embassy in Iraq. In her letter, a copy of which is attached hereto

as **Exhibit 3**, Ambassador Butenis stated that on behalf of the U.S. State Department, “I again wish to express our condolences to you and your family for your tragic loss.”

102. In addition to Ambassador Butenis’ letter, the State Department provided an “*ex gratia*” payment to Mr. Kinani in the amount of \$10,000, and advised him that acceptance of the payment “does not impose any restrictions or obligations on you of any kind and is **without prejudice to any legal action that you might initiate in United States courts.**” (Emphasis supplied). As an expression of his gratitude to U.S. servicemen who had lost their lives fighting for Iraqi freedom, Mr. Kinani later returned \$5,000 of the \$10,000 he had been given, with instructions to donate the money to the family of an American soldier killed while serving in Iraq.

103. On June 25, 2009, the U.S. Army Commanding General, Raymond T. Odierno, wrote Mr. Kinani expressing his sorrow for the loss of his son, Ali Kinani, during the shooting at Nisur Square. In the letter, a copy of which is attached hereto as **Exhibit 4**, General Odierno thanked Mr. Kinani for his generosity to the families of fallen American soldiers serving in Iraq.

Aftermath of the Nisur Square Shootings – The Indictment and the Guilty Plea

104. On December 4, 2008, a federal grand jury in the District of Columbia returned a thirty-five (35) count Indictment against defendants Ball, Heard, Liberty, Slatten and Slough. These Indicted Defendants were each charged with multiple counts of voluntary manslaughter, attempt to commit manslaughter, aiding and abetting and causing an act to be done, and a related weapons offense. All of the Indicted Defendants named in the indictment were charged jointly with all of the offenses alleged. A true and accurate copy of the Indictment is attached hereto as **Exhibit 5**.

105. Defendant Ridgeway was charged through a criminal information and has entered a plea of guilty.

106. In his Factual Proffer in Support of Guilty Plea (“the Proffer”), Ridgeway admitted that at least six members of the Raven 23 convoy, including all of the named Indicted Defendants, negligently and unjustifiably opened fire with automatic weapons and grenade launchers on unarmed civilians located in and around Nisur Square. In the Proffer, Ridgeway further admitted that none of the victims shot at Nisur Square was an insurgent, that many were shot while inside of civilian vehicles attempting to flee from the Raven 23 convoy, and that one victim was shot in his chest while standing in the street with his hands up.

107. In the Proffer, Ridgeway admitted that he, as well as the other Indicted Defendants, understood that they were only authorized to discharge their firearms in self-defense and as a last resort. Ridgeway further admitted that the Nisur Square shootings did not occur for purposes of “self-defense” or as a “last resort.” Ridgeway further admitted that he, along with the other members of the Raven 23 convoy, had failed to follow and had completely disregarded the Mission Firearms Policy and/or other applicable rules of engagement. A true and accurate copy of the Proffer is attached hereto as **Exhibit 6**.

The John Doe Declarations

108. In July of 2009, two former Blackwater-Xe employees employed to provide personal protective services in Baghdad, provided declarations in legal proceedings pending in the United States District Court for the Eastern District of Virginia (the “Declarations”). The Declarations were provided under the name “John Doe” due to these employees’ fears of economic and/or physical retaliation. The former Blackwater-Xe employees, under penalty of perjury, stated the following:

- (a) The employees personally observed multiple incidents of Blackwater-Xe's private protective service employees intentionally using unnecessary, excessive and unjustified deadly force;
- (b) Blackwater-Xe was aware that its personal protective personnel frequently used excessive and unjustified deadly force to kill or seriously injure Iraqi civilians and that Blackwater-Xe failed to take appropriate and necessary steps to stop or prevent such misconduct in the future;
- (c) Blackwater-Xe failed to take any disciplinary action against employees who had used unnecessary deadly force;
- (d) On those occasions when Blackwater-Xe personal protective personnel improperly used deadly force, its employees failed to stop and render assistance to those unarmed Iraqi civilians that had been shot;
- (e) Blackwater-Xe employees used weapons which were not authorized under the WPPS contract;
- (f) Despite knowledge of the incidents involving improper use of deadly force, Blackwater-Xe's supervisors failed to take any disciplinary action against these employees;
- (g) Blackwater-Xe management, including defendant Erik Prince, ignored the advice and pleas of certain Blackwater-Xe employees who sought to stop and/or prevent the unnecessary killings of Iraqi civilians; and
- (h) Despite the knowledge of Blackwater-Xe management that certain employees were failing to operate within the requirements of the WPPS

contract, including restrictions on the use of deadly force, such employees were nonetheless retained as security personnel.

109. As established through the “John Doe” affidavits, and otherwise, Blackwater-Xe management cultivated and condoned a culture of reckless and unlawful conduct, in complete disregard of the specifications and requirements of the WPPS contract and other applicable duties and standards.

FIRST CLAIM FOR RELIEF – AGAINST INDICTED DEFENDANTS

(Wrongful Death – N.C. Gen. Stat. § 28A-18-2)

110. Plaintiffs reallege and incorporate by reference paragraphs 1 through 109 of their Complaint as if fully set forth herein.

111. At all times alleged herein, the Indicted Defendants owed to Iraqi civilians, including Decedents, a duty to use reasonable care. The Indicted Defendants owed the Decedents duties of care imposed by Blackwater-Xe’s own policies and rules, and otherwise imposed by applicable laws and rules of conduct and engagement (*e.g.* the Mission Firearms Policy). The Indicted Defendants, through their acts and omissions as alleged herein, failed to exercise proper, reasonable and due care under the circumstances then existing on September 16, 2007 at Nisur Square.

112. The negligent and grossly negligent acts and omissions of the Indicted Defendants include, but are not limited to the following:

- (a) Negligently proceeding to Nisur Square without just cause to do so;
- (b) Establishing a blockade at Nisur Square to stop the flow of civilian traffic moving through the traffic circle, when such actions were unauthorized and unnecessary;

- (c) Opening fire on civilians at Nisur Square when said defendants knew, or reasonably should have known, that the innocent civilians were unarmed and posed no threat to the Raven 23 convoy;
- (d) Firing their weapons within moments of entering Nisur Square, without first determining it was necessary to do so, and failing to make any attempt to provide reasonable warnings prior to their use of deadly force;
- (e) Failing to follow required standards and rules of engagement prior to the use of deadly force, including but not limited to the Mission Firearms Policy; and
- (f) Failing to act with reasonable care in other ways as may be revealed through discovery and shown at trial.

113. As a direct and proximate result of the Indicted Defendants' negligence and gross negligence, Mr. Brady, in his representative capacity as the administrator of the Estates of Ali Kinani, Abraham Al Mafraje and Mahde Shamake, is entitled to recover from the Indicted Defendants, jointly and severally, an amount sufficient to compensate each Estate for damages allowed under N.C. Gen. Stat. § 28A-18-2(b), including medical expenses, pain and suffering, reasonable funeral expenses, loss of society, companionship, comfort, guidance, kindly offices and advice of the Decedents, the claim of each Estate being in excess of \$10,000.00.

SECOND CLAIM FOR RELIEF - AGAINST INDICTED DEFENDANTS

(Wrongful Death - Alternative Claim under Iraqi Law)

114. Plaintiffs reallege and incorporate by reference paragraphs 1 through 113 of their Complaint as if fully set forth herein.

115. At all times alleged herein, the Indicted Defendants owed to Iraqi civilians, including Decedents, a duty under Iraqi law to use reasonable and due care. The Indicted Defendants, through their acts and omissions as alleged herein, failed to exercise proper, reasonable and due care under the circumstances then existing on September 16, 2007 at Nisur Square.

116. The negligent and grossly negligent acts and omissions of the Indicted Defendants include those set forth above.

117. As a direct and proximate result of the Indicted Defendants' negligence and gross negligence, Mohammed Hafedh Abdulrazzaq Kinani, Kalled Abraham, Sahab Naser Shamake, heirs of Ali Kinani, Abraham Abed Al Mafraje and Mahde Sahad Naser Shamake, respectively, are entitled to recover from the Indicted Defendants, jointly and severally, an amount sufficient to compensate each heir for damages allowed under Iraqi law, including medical expenses, pain and suffering, reasonable funeral expenses, moral damage, including loss of society, companionship, comfort, guidance, kindly offices and advice of the Decedents, the claim of each heir being in excess of \$10,000.00.

THIRD CLAIM FOR RELIEF - AGAINST INDICTED DEFENDANTS

(Negligence Causing Personal Injury - North Carolina Law)

118. Plaintiffs reallege and incorporate by reference paragraphs 1 through 117 of their Complaint as if fully set forth herein.

119. At all times alleged herein, the Indicted Defendants owed to Iraqi civilians, including Majid Salman Abed Al-Kareem, Nasear Hamza Latif Rahief, and Ghassan Abad Alkarem Mahmood, a duty to use reasonable care. The Indicted Defendants also owed said plaintiffs duties of care imposed by Blackwater-Xe's own internal policies and rules, and by

other applicable rules of conduct and engagement. The Indicted Defendants, through their grossly negligent acts and omissions as alleged herein, failed to exercise proper, reasonable and due care under the circumstances then existing on September 16, 2007 at Nisur Square.

120. The negligent and grossly negligent acts and omissions of the Indicted Defendants include those set forth above.

121. As a direct and proximate result of the negligence and gross negligence of the Indicted Defendants, Majid Salman Ahed Al-Kareem, Nasear Hamza Latif Rahief, and Ghassam Abad Alkarem Mahmood, are entitled to recover damages from the Indicted Defendants, jointly and severally, in an amount sufficient to compensate said plaintiffs for personal injuries; past and future medical expenses; past and future pain and suffering; loss of wages; loss of earning capacity; permanent scars and disfigurement; mental and emotional distress; loss of capacity for enjoyment of life; property damage; and other damages, together with interest as allowed by law, the claim of each plaintiff being in excess of \$10,000.00.

FOURTH CLAIM FOR RELIEF – AGAINST INDICTED DEFENDANTS

(Negligence Causing Personal Injury - Alternative Claim under Iraqi Law)

122. Plaintiffs reallege and incorporate by reference paragraphs 1 through 121 of their Complaint as if fully set forth herein.

123. At all times alleged, the Indicted Defendants owed to Iraqi civilians, including Majid Salman Ahed Al-Kareem, Nasear Hamza Latif Rahief, Ghassan Abad Alkarem Mahmood, a duty under Iraqi law to use reasonable care. The Indicted Defendants, through their acts and omissions as alleged herein, failed to exercise proper and reasonable care under the circumstances then existing on September 16, 2007 at Nisur Square.

124. The negligent and grossly negligent acts and omissions of the Indicted Defendants include those set forth above.

125. As a direct and proximate result of the Indicted Defendants' negligence and gross negligence, Majid Salman Abed Al-Kareem, Nasear Hamza Latif Rahief, and Ghassan Abad Alkarem Mahmood, are entitled to recover damages from the Indicted Defendants, jointly and severally, in an amount sufficient to compensate said plaintiffs for damages allowed under Iraqi law, including damages for personal injuries; past and future medical expenses; past and future pain and suffering; loss of wages; loss of earning capacity; permanent scars and disfigurement; mental and emotional distress; loss of capacity for enjoyment of life; property damage; moral damage; and other damages, together with interest as allowed by law, the claim of each plaintiff being in excess of \$10,000.00.

FIFTH CLAIM FOR RELIEF – AGAINST BLACKWATER-XE

(Vicarious Liability for Wrongful Death - N.C. Gen. Stat. § 28A-18-2 and Personal Injury)

126. Plaintiffs reallege and incorporate by reference paragraphs 1 through 125 of their Complaint as if fully set forth herein.

127. At all times alleged, Blackwater-Xe, knew or reasonably should have known that it was engaged in an activity that was both ultrahazardous and inherently dangerous. As such, Blackwater-Xe assumed a nondelegable duty to exercise the utmost care so as to avoid unnecessary injuries and deaths of Iraqi civilians.

128. At all times alleged, the Indicted Defendants owed to Iraqi civilians, including the Decedents and those plaintiffs alleging claims for personal injury, a duty to use reasonable care. The Indicted Defendants, through their acts and omissions as alleged herein, failed to exercise

proper and reasonable care under the circumstances then existing on September 16, 2007 at Nisur Square.

129. The negligent and grossly negligent acts and omissions of the Indicted Defendants include those set forth above.

130. At all times alleged, the Indicted Defendants were otherwise acting in the course and scope of their employment and for the benefit of Blackwater-Xe.

131. Blackwater-Xe is liable for the acts and omissions of the Indicted Defendants based upon its assumption of a nondelegable duty and under the doctrine of *respondeat superior*.

132. In the alternative, after acquiring knowledge of all material facts concerning the shootings at Nisur Square on September 16, 2007, Blackwater-Xe, through its words and conduct ratified and condoned the conduct of the Indicted Defendants, all Blackwater-Xe employees, as alleged herein. Following the shootings at Nisur Square, Blackwater-Xe stated publicly that its officials had investigated the facts surrounding the incident, that Blackwater-Xe approved of and condoned the Indicted Defendants' conduct, that the Indicted Defendants were fully justified in their actions, and that the Indicted Defendants had acted properly at all relevant times as employees of Blackwater-Xe.

133. As a direct and proximate result of the Indicted Defendants' negligence and gross negligence, Mr. Brady, in his representative capacity as the administrator of the Estates of the Decedents is entitled to recover from Blackwater-Xe, under theories of vicarious liability, an amount sufficient to compensate each Estate for damages allowed under N.C. Gen. Stat. § 28A-18-2(b), including medical expenses, pain and suffering, reasonable funeral expenses, loss of society, companionship, comfort, guidance, kindly offices and advice of the Decedents, the claim of each Estate being in excess of \$10,000.00.

134. As a direct and proximate result of the negligence and gross negligence of the Indicted Defendants, Majid Salman Ahed Al-Kareem, Nasear Hamza Latif Rahief, and Ghassan Abad Alkarem Mahmood, are entitled to recover damages from Blackwater-Xe, under theories of vicarious liability, in an amount sufficient to compensate said plaintiffs for personal injuries; past and future medical expenses; past and future pain and suffering; loss of wages; loss of earning capacity; permanent scars and disfigurement; mental and emotional distress; loss of capacity for enjoyment of life; property damage; and other damages, together with interest as allowed by law, the claim of each plaintiff being in excess of \$10,000.00.

SIXTH CLAIM FOR RELIEF- AGAINST BLACKWATER-XE

**(Wrongful Death and Personal Injury - Alternative Claim for
Vicarious Liability under Iraqi Law)**

135. Plaintiffs reallege and incorporate by reference paragraphs 1 through 134 of their Complaint as if fully set forth herein.

136. At all times alleged herein, the Indicted Defendants owed to Iraqi civilians, including the Decedents and those plaintiffs alleging personal injuries, a duty to use reasonable care. The Indicted Defendants, through their negligent and grossly negligent acts and omissions as alleged, failed to exercise proper, reasonable, and due care under the circumstances then existing on September 16, 2007 at Nisur Square.

137. The negligent and grossly negligent acts and omissions of the Indicted Defendants include those set forth above.

138. At all times alleged herein, the Indicted Defendants were acting in the course and scope of their employment and for the benefit of Blackwater-Xe.

139. Blackwater-Xe is vicariously liable for the negligent and grossly negligent acts and omissions of the Indicted Defendants under Iraqi law.

140. As a direct and proximate result of the Indicted Defendants' negligence and gross negligence, Mohammed Hafedh Abdulrazzaq Kinani, Kalled Abraham, Sahab Naser Shamake, heirs of Ali Kinani, Abraham Abed Al Mafraje and Mahde Sahad Naser Shamake, respectively, are entitled to recover damages from Blackwater-Xe, under theories of vicarious liability, in an amount sufficient to compensate each heir for damages allowed under Iraqi law, including medical expenses; pain and suffering; reasonable funeral expenses; moral damage; including loss of society, companionship, comfort, guidance, kindly offices and advice of the Decedents, the claim of each heir being in excess of \$10,000.00.

141. As a direct and proximate result of the Indicted Defendants' negligence and gross negligence, Majid Salman Abed Al-Kareem, Nasear Hamza Latif Rahief, and Ghassan Abad Alkarem Mahmood, are entitled to recover damages from Blackwater-Xe, under theories of vicarious liability, in an amount sufficient to compensate said plaintiffs for damages allowed under Iraqi law, including damages for personal injuries; past and future medical expenses; past and future pain and suffering; loss of wages; loss of earning capacity; permanent scars and disfigurement; mental and emotional distress, loss of capacity for enjoyment of life, property damage, moral damage, and other damages, together with interest as allowed by law, the claim of each plaintiff being in excess of \$10,000.00.

SEVENTH CLAIM FOR RELIEF- AGAINST BLACKWATER-XE

**(Direct Liability for Wrongful Death – N.C. Gen. Stat. § 28A-18-2
and Personal Injury - Negligent Supervision)**

142. Plaintiffs reallege and incorporate by reference paragraphs 1 through 141 of their Complaint as if fully set forth herein.

143. At all times alleged, Blackwater-Xe had a duty to properly supervise its employees, including the Indicted Defendants, in the discharge of their duties. Blackwater-Xe

knew or should have known that its failure to properly supervise its employees created an unreasonable risk of harm to innocent Iraqi civilians.

144. Prior to the shootings at Nisur Square, Blackwater-Xe was aware that its employees had engaged in a pattern and practice of failing to follow the requirements and rules applicable to their work, including but not limited to, the use of deadly force under circumstances which were not justified and that were in clear violation of the Mission Firearms Policy. Despite such knowledge, Blackwater-Xe failed to take those reasonable and necessary actions to protect Iraqi civilians, including but not limited to, providing appropriate and increased supervision of its employees and eliminating its corporate culture of condoning reckless and unlawful conduct. Specifically, Blackwater-Xe failed to properly supervise the Indicted Defendants. Blackwater-Xe's abject failure to properly supervise the Indicted Defendants constituted negligence and gross negligence.

145. As a direct and proximate result of Blackwater-Xe's negligent and grossly negligent breach of its duty to provide proper and necessary supervision of its employees, including the Indicted Defendants, Mr. Brady, in his representative capacity as the administrator of the Estates of Decedents is entitled to recover damages from Blackwater-Xe, under theories of direct liability, in an amount sufficient to compensate each Estate for damages allowed under N.C. Gen. Stat. § 28A-18-2(b), including medical expenses; pain and suffering; reasonable funeral expenses; loss of society; companionship; comfort; guidance; kindly offices and advice of the Decedents, the claim of each Estate being in excess of \$10,000.00.

146. As a direct and proximate result of Blackwater-Xe's negligence and gross negligence, Majid Salman Abed Al-Kareem, Nasear Hamza Latif Rahief, and Ghassan Abad Alkarem Mahmood, are entitled to recover damages from Blackwater-Xe, under theories of

direct liability, in an amount sufficient to compensate said plaintiffs for personal injuries; past and future medical expenses; past and future pain and suffering; loss of wages; loss of earning capacity; permanent scars and disfigurement; mental and emotional distress; loss of capacity for enjoyment of life; property damage; moral damage; and other damages, together with interest as allowed by law, the claim of each plaintiff being in excess of \$10,000.00.

EIGHTH CLAIM FOR RELIEF- AGAINST BLACKWATER XE

**(Direct Liability for Wrongful Death - N.C. Gen. Stat. § 28A-18-2
and Personal Injury – Negligent Retention)**

147. Plaintiffs reallege and incorporate by reference paragraphs 1 through 146 of their Complaint as if fully set forth herein.

148. At all times alleged, Blackwater-Xe had a duty to retain only competent, qualified, and rule-compliant employees to perform personal protective services under the WPPS contract.

149. Upon information and belief, prior to the shootings at Nisur Square, Blackwater-Xe had engaged in a negligent and grossly negligent pattern and practice of retaining employees who had demonstrated that they were unfit to perform their duties, without creating an unreasonable risk of injury and death to Iraqi civilians.

150. Despite the knowledge of Blackwater-Xe management that certain employees were failing to operate within the bounds of the various rules and standards imposed upon them, including rules and standards imposed not only for their safety but also for the safety of innocent Iraqi civilians, Blackwater-Xe continued to retain such unfit employees.

151. Plaintiffs are further informed and believe that at the time of the Nisur Square shootings, Blackwater-Xe, knew or reasonably should have known that the Indicted Defendants, based upon their demonstrated course of prior misconduct, including but not limited to those acts

described above, were unfit to continue their employment with Blackwater-Xe. Hence, the retention of the Indicted Defendants by Blackwater-Xe created an unreasonable risk of injury and death to Iraqi civilians. Blackwater-Xe's conduct in this regard constituted negligence and gross negligence.

152. As a direct and proximate result of Blackwater-Xe's negligent and grossly negligent breach of its duty to retain only competent, qualified, and rule-compliant employees, Mr. Brady, in his representative capacity as the administrator of the Estates of Decedents is entitled to recover damages from Blackwater-Xe, under theories of direct liability, in an amount sufficient to compensate each Estate for damages allowed under N.C. Gen. Stat. § 28A-18-2(b), including medical expenses; pain and suffering; reasonable funeral expenses; loss of society, companionship, comfort, guidance, kindly offices and advice of the Decedents, the claim of each Estate being in excess of \$10,000.00.

153. As a direct and proximate result of Blackwater-Xe's negligence and gross negligence, Majid Salman Abed Al-Kareem, Nasear Hamza Latif Rahief, and Ghassan Abad Alkarem Mahmood, are entitled to recover damages from Blackwater-Xe, under theories of direct liability, in an amount sufficient to compensate said plaintiffs for personal injuries; past and future medical expenses; past and future pain and suffering; loss of wages; loss of earning capacity; permanent scars and disfigurement; mental and emotional distress; loss of capacity for enjoyment of life; property damage; moral damage and other damages, together with interest as allowed by law, the claim of each plaintiff being in excess of \$10,000.00.

NINTH CLAIM FOR RELIEF- AGAINST ALL DEFENDANTS

(Punitive Damages - N.C. Gen. Stat. § 1D-1, *et. seq.*)

154. Plaintiffs reallege and incorporate by reference paragraphs 1 through 153 of their Complaint as if fully set forth herein.

155. The conduct of the Indicted Defendants, as alleged with more particularity above, constitutes willful and wanton conduct, demonstrating a conscious and intentional disregard of and indifference to the rights and safety of the Decedents and those Plaintiffs injured during the Nisur Square shootings. The Indicted Defendants knew or reasonably should have known that their conduct was likely to result in death or serious injury.

156. At all times alleged herein, Blackwater-Xe participated in and/or condoned and ratified the willful and wanton conduct described herein.

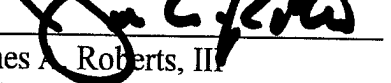
157. As a direct and proximate result of Defendants' willful and wanton conduct, Plaintiffs are entitled to recover from Defendants, jointly and severally, punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiffs respectfully pray the Court for the following relief:

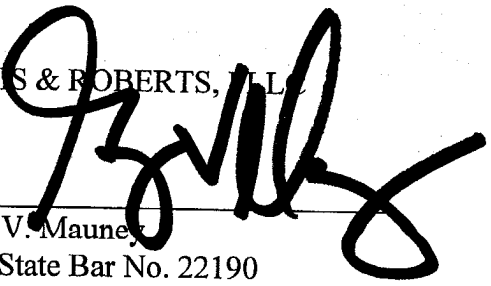
1. That Plaintiffs have and recover compensatory damages against Defendants, jointly and severally, the claim of each plaintiff being in excess of \$10,000;
2. That Plaintiffs have and recover punitive damages against Defendants, jointly and severally, in an amount to be determined by the trier of fact;
3. That the costs of this action be taxed against Defendants as may be allowed by law;
4. That Plaintiffs have and receive a trial by jury; and
5. That the Court award such other and further relief as it deems just and proper.

This, the 15th day of September 2009.

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