

JAMES STUTTS; DANIEL HAMMOND; LOUIS WILLIAM TABEEK; MICHAEL BOGDEN; RANDY HOOD; TROY BILEK; SCOTT VAIL, on behalf of himself and his minor child NICHOLE VAIL; WILLIE HENRY LEE; DOUGLAS G. JAIME; LUIS LATORRE-MORALES; DONALD FRANS; NICHOLAS DeMOLFETTO; RAYMOND BONDONARO, STEVEN McLEOD; KARL BRUCE LANE; and VINCENT CONWAY; on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

THE DE DIETRICH GROUP; AVENTIS SA, f/k/a, HOECHST AKTIENGESELLSCHAFT; FLUKA CHEMIE AG; GEORG FISCHER AG; LENHARDT MASCHINENBAU GMBH, a/k/a BYSTRONIC, INC.; SULZER AG; ABB LUMMUS GLOBAL, INC.; VWR INTERNATIONAL, f/k/a BDH LTD.; OXOID LTD., a/k/a OXOID INC.; WEIR GROUP PLC; and TUI AG f/k/a PREUSSAG AKTIENGESELLSCHAFT, PREUSSAG AG, PRESUSSAG STAHL AKTIENGESELLSCHAFT AG, and PREUSSAG ANLAGEN GMBH, DRESDNER BANK; DEUTSCHE BANK AG; ABN AMRO BANK NV; GULF INTERNATIONAL BANK B.S.C.; LLOYDS TSB GROUP PLC, a/k/a LLOYDS BANK PLC; NATIONAL WESTMINSTER BANK PLC; BARCLAYS PLC a/k/a BARCLAYS BANK; MIZUHO FINANCIAL GROUP, f/k/a DAI-ICHI KANGYO BANK LTD.; SOCIETE GENERALE; CREDIT LYONNAIS; BANQUE NATIONAL DE PARIS; DZ BANK AG, f/k/a DG BANK; WESTDEUTSCH LANDESBANK AG; BAYERISCHE LANDESBANK; RABOBANK GROUP; STATE BANK OF INDIA; BANCA INTESA SPA, f/k/a BANCA COMMERCIALE ITALIANA; BANCA NAZIONALE DEL LAVORO a/k/a BNL; BANCA DI ROMA SPA a/k/a CAPITALIA BANKING GROUP; UNICREDITO ITALIANO SPA, f/k/a CREDITO ITALIANO; BANCA POPOLARE DI MILANO; WESTPAC BANKING CORPORATION; DEN NORSE BANK, a/k/a DNB GROUP; NATIONAL BANK OF PAKISTAN; HABIB BANK LTD.; ROMANIAN BANK FOR FOREIGN TRADE; ARAB BANK PLC.; BANK OF TOKYO-MITSUBISHI LTD., f/k/a MITSUBISHI BANK LTD., BANK OF TOKYO LTD.; SUMITOMO MITSUI BANKING CORPORATION f/k/a SUMITOMO BANK LTD.; FUJI BANK LTD.; KOREA EXCHANGE BANK; NATIONAL BANK OF KUWAIT; and COMMERCIAL BANK OF KUWAIT,

Defendants.

NO. CV 03-4058

**CLASS ACTION
COMPLAINT**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

INTRODUCTION

1. Plaintiffs James Stutts, Daniel Hammond, Louis William Tabeek, Michael Bogden, Randy Hood, Troy Bilek, Scott Vail (on behalf of himself and his minor child, Nichole Vail), Willie Henry Lee, Douglas G. Jaime, Luis Latorre-Morales, Donald Frans, Nicholas DeMolfetto, Raymond Bondonaro, Steven McLeod, Karl Bruce Lane and Vincent Conway (collectively “Plaintiffs”), by their attorneys, on behalf of themselves and all others similarly situated, bring this complaint against the above-named supplier defendants The De Dietrich Group; Aventis SA, f/k/a, Hoechst Aktiengesellschaft; Fluka Chemie AG; Georg Fischer AG; Lenhardt Maschinenbau GmbH, a/k/a Bystronic, Inc.; Sulzer AG; ABB Lummus Global, Inc.; BDH Ltd., a/k/a VWR International; Oxoid Ltd., a/k/a Oxoid Inc.; Weir Group Plc; and TUI AG, f/k/a Preussag Aktiengesellschaft, Preussag AG, Presussag Stahl Aktiengesellschaft, and Preussag Anlagen GmbH (collectively, the “Supplier Defendants”), and the above-named banking defendants Dresdner Bank; Deutsche Bank AG; ABN Amro Bank NV; Gulf International Bank B.S.C.; Lloyds TSB Group Plc, a/k/a Lloyds Bank Plc; National Westminster Bank Plc; Barclays Plc a/k/a Barclays Bank; Mizuho Financial Group f/k/a Dai-Ichi Kangyo Bank Ltd.; Societe Generale; Credit Lyonnais; Banque National de Paris; DZ Bank AG, f/k/a DG Bank; Westdeutsch Landesbank AG; Bayerische Landesbank; Rabobank Group; State Bank of India; Banca Intesa Spa, f/k/a Banca Commerciale Italiana; Banca Nazionale del Lavoro, a/k/a BNL; Banca di Roma Spa a/k/a Capitalia Banking Group; Unicredito Italiano Spa, f/k/a Credito Italiano; Banca Popolare di Milano; Westpac

Banking Corporation; Den Norske Bank, a/k/a DnB Group; National Bank of Pakistan; Habib Bank Ltd.; Romanian Bank for Foreign Trade; Arab Bank Plc.; Bank of Tokyo-Mitsubishi Ltd., f/k/a Mitsubishi Bank Ltd., Bank of Tokyo Ltd.; Sumitomo Mitsui Banking Corporation, f/k/a Sumitomo Bank Ltd.; Fuji Bank Ltd.; Korea Exchange Bank; National Bank of Kuwait; and Commercial Bank of Kuwait (collectively, the “Bank Defendants,” and both the Supplier Defendants and the Bank Defendants together, “Defendants”), arising out of their role in enabling the Iraqi regime of Saddam Hussein to manufacture, produce and stockpile illegal chemical weapons that were detonated during the 1991 Persian Gulf War (“Gulf War I”), and that caused the grave and serious injuries to Plaintiffs and others similarly situated as described herein.

2. The above-named Plaintiffs and others similarly situated (“Gulf War I Veterans”) were members of the United States military services or civilian employees of United States Department of Defense (“DOD”) contractors, who were deployed in Saudi Arabia, the Emirate of Kuwait (“Kuwait”), Iraq, Bahrain, Qatar and/or the Persian Gulf during the Gulf War I. Prior to their deployment, each of the Plaintiffs was in good health and had to pass vigorous initial physical exams and periodic physical training tests. Between approximately January 16, 1991, and April 30, 1991, the Gulf War I Veterans were exposed to sarin nerve gas, mustard gas and/or other chemical weapon agents that were manufactured and/or obtained by Saddam Hussein’s regime in Iraq.

3. The Supplier Defendants sold goods and services to Iraq, including chemical precursors and specialized manufacturing equipment, that were necessary for Saddam Hussein to procure his chemical weapons of mass destruction despite knowledge that Saddam Hussein was using chemical weapons against his own people and citizens of

neighboring states and the refusal of other major chemical and equipment manufacturers to do business with Iraq for precisely that reason.

4. The Bank Defendants, aided and abetted Saddam Hussein and the Supplier Defendants in the production and deployment of chemical weapons of mass destruction by acting as correspondent banks under letters of credit issued to Saddam Hussein's Iraqi regime in favor of the Supplier Defendants. Before payment is made by a correspondent bank under a letter of credit, the correspondent bank must have full and complete knowledge of the transaction, including knowledge of the parties and the goods and materials being sold. Despite knowledge in the international community of Saddam Hussein's production and stockpiling of chemical weapons to be used on innocent citizens, the Bank Defendants provided banking service without which Saddam Hussein could not have obtained his chemical weapons of mass destruction.

5. The Gulf War I Veterans were exposed to Saddam Hussein's chemical warfare agents when hundreds of Iraqi ammunition dumps were blown up by the ground forces, aircraft, and/or missiles of the United States and its allies (the "Coalition") during Gulf War I, causing toxic chemical plumes to be dispersed and carried downwind to various locations where Coalition forces were stationed. Although the amount of chemical weapons stored in many of these facilities is unknown at this time, the DOD and Central Intelligence Agency ("CIA") have reported that Coalition air strikes blew up chemical munitions located in the central Iraqi towns of Al Muthanna, where approximately 17 metric tons of sarin and cyclosarin nerve agents were stored, and Muhamadiyahat, where approximately 2.9 metric tons of sarin and cyclosarin nerve agents and 15 metric tons of mustard gas were stored.

6. The fallout from another Iraqi ammunitions dump blown up by Coalition forces in Khamisiyah in March 1991, containing an unknown amount of chemical weapons, was specifically mapped by several United States government agencies to provide information on the extent and range of fallout that could occur by blowing up Iraqi chemical munitions dumps. Based on the results of that study, which was reported to Congress by the United States General Accounting Office on June 2, 2003 (see GAO-03-8331), the Pentagon was recommended to presume that 350,000 (or roughly half) of the U.S. forces in Gulf War I were exposed to chemical fallout.

7. Although symptoms from exposure were initially misdiagnosed or misinterpreted immediately following Gulf War I, extensive medical research by the Center for Disease Control and other facilities has led to formal recognition of the condition “Gulf War Illness,” which generally manifests itself as a multi-symptom neurological disorder. At least fourteen epidemiological medical journal articles, including an article published in the Journal of the American Medical Association, have documented the relevant symptoms commonly associated with Gulf War Illness (codified at 38 C.F.R. § 3-307), including memory loss, deterioration of central nervous system and brain functions, chronic fatigue, confusion, impairment of sensory acuity and coordination, and a wide variety of other symptoms. The United States Veterans Administration (“VA”) and the United States Social Security Administration have formally recognized Gulf War Illness as a basis for a finding of disability.

8. Epidemiological research also has demonstrated a link between exposure to the types of chemical agents to which Gulf War I Veterans were exposed and long-term genetic damage, which has manifested itself in birth defects in the children of Gulf

War I Veterans who were exposed to chemical agents in and around Iraq in 1991.

9. The impact suffered by Plaintiffs and other Gulf War I Veterans as a result of their exposure to chemical weapons of mass destruction during Gulf War I is widespread. Presently, over 100,000 Gulf War I veterans have been rated by the VA as having a 10% or more in service-connected disability; approximately 3,500 are presently rated at 70% or more disability; and approximately 1,200 are presently rated at 100% disability. The economic losses stemming from these disabilities is staggering, and include significant reductions in wage-earning capacity and life expectancy periods, and increased medical bills. Gulf War I Veterans and their families also have experienced serious pain and suffering, mental anguish and physical impairment that will likely continue for the balance of their lives as there is currently no medical cure or effective treatment for Gulf War Illness or the birth defects to the children of Gulf War I Veterans.

10. The identity of the Supplier Defendants and the Bank Defendants and the nature of the goods and services sold to Saddam Hussein's Iraqi regime is based upon information recently obtained by plaintiffs' counsel that was contained in various "Declarations" submitted by the former Iraqi government to the United Nations Special Commission ("UNSCOM") prior to the most recent Persian Gulf War ("Gulf War II"). The identity of these defendants was concealed and unknown prior to this time, leaving Plaintiffs unable to pursue their claims until this information became available.

11. Plaintiffs, on behalf of themselves and others similarly situated, now bring this action to recover compensatory and punitive damages arising out of Defendants' unlawful misconduct as summarized above and explained in further detail below.

PARTIES

Plaintiffs

12. Plaintiff JAMES STUTTS, now 54 years old, and residing in Berea, Kentucky, was an emergency medical doctor in the 138th Medical Support Company during Gulf War I. During the relevant exposure period, he was in northeastern Saudi Arabia and in Iraq, where he was close enough to hear the explosions at the Khamisiyah ammunition depot. He subsequently received a letter from the DOD notifying him that he was within the area of chemical warfare agent exposure. Dr. Stutts' chronic symptoms include: fatigue, joint pain, rashes, severe short-term memory loss, seizures, gastrointestinal problems, depression, sensitivity to chemicals, anxiety, aching joints, vision problems, sleep disorders, dizziness and balance problems, headaches, sexual problems, muscle weakness and spasms, and poor concentration. These disabilities caused him to lose his medical practice and resulted in his medical discharge from the U.S. Army Reserve. He is now completely disabled. His income has dropped from \$200,000 per year to no earned income.

13. Plaintiff DANIEL HAMMOND, who is now 37 years old and lives in Woodridge, Illinois, was a Captain in the U.S. Marine Corps and the Electronic Warfare Officer for the 1st Marine Division during Gulf War I. During the relevant exposure period, he was in northeastern Saudi Arabia and Kuwait. He heard chemical alarms, indicating his exposure to harmful chemical agents, several times during the war. Prior to traveling to the Gulf region, Captain Hammond had attended Duke University, where he was a member of the varsity swim team. Following the war, he was enrolled in an MBA program at the University of Chicago Graduate School of Business, but was too ill to complete the program. His chronic symptoms include: fatigue, joint pain, short-term

memory loss, skin rashes, gastrointestinal problems, sleep disorders, dizziness and balance problems, frequent cough and chest pain, temperature regulation problems, muscle pain and spasms, poor concentration, eye problems, cognitive difficulties and chemical sensitivity. He has been designated as 100% disabled by the VA and has been treated for Gulf War Illness by the VA since 1994.

14. Plaintiff LOUIS WILLIAM TABEEK, who is now 54 years old and resides on Staten Island, New York, was a Command Sergeant Major in the New York Army National Guard. He was the Senior NCO for the medical units in part of northeastern Saudi Arabia. Since his service during Gulf War I, he has suffered from chronic memory loss, joint pain, chest pain, anxiety, fatigue, depression, difficulty sleeping, poor concentration, skin rashes, breathing problems, sexual dysfunction and a tumor in his upper left arm. His memory loss forced him to retire from the New York Police Department.

15. Plaintiff MICHAEL BOGDEN, who is now 34 years old and lives in Corbett, Oregon, was a specialist (E-4) in the Army and an assistant gunner with the 2nd Armored Cavalry Regiment. He was in northeastern Saudi Arabia and Iraq during Gulf War I, and was within a few miles from where the 84th Engineer Company blew up Iraqi ammunition bunkers. He suffers from a wide variety of chronic symptoms associated with Gulf War Illness. He is now completely disabled, receiving Social Security disability compensation. He is married, and his wife has suffered one miscarriage and one stillborn birth since Gulf War I.

16. Plaintiff RANDY HOOD, who is now 37 years old and lives in Marietta, Georgia, was a Sergeant in the Army and was an executive administrative NCO for the

Deputy Commanding General of the 3rd U.S. Army Headquarters during Gulf War I. He was in northeastern Saudi Arabia and Kuwait during the war and suffers from the classic symptoms of Gulf War Illness. The VA has found him to be 90% disabled.

17. Plaintiff TROY BILEK, who is now 34 years old and lives in Charlotte, North Carolina, was a Sergeant in the Army, where he was an equipment operator with the 37th Engineer Battalion during the Gulf War I. His battalion actually detonated the Iraqi ammunition dump at Khamisiyah. He suffers from the chronic symptoms associated with Gulf War Illness. The VA has found him to be 20% disabled.

18. Plaintiff SCOTT VAIL who is 34 years old and lives in Parksland, Florida, brings this action on behalf of himself and his only child, NICHOLE VAIL, who was born November 8, 2002. Nichole was born with multiple birth defects, including holes in her heart, a small cerebellum, a mutated right ear, foot, eye opening, arm and leg, dislocated hips and underdeveloped hip sockets, an enlarged aorta, and has a nerve response abnormality that disrupts her eating and other normal life activities.

19. Plaintiff WILLIE HENRY LEE, who is now 57 years old and resides in Queens, New York, was a Sergeant First Class (E-7) and a Medical NCO with the U.S. Army, 244th Medical Group, during Gulf War I. After the war, he began experiencing classic Gulf War Syndrome symptoms, including blurred vision, headaches, sleep disorders, aching joints, swelling of his ankles and knees, as well as rashes and skin conditions, and numbness in the fingers.

20. Plaintiff DOUGLAS G. JAIME, who is now 56 years old and resides in Queens, New York, was a Specialist (E-4) during Gulf War I. He served with a field artillery and tank unit. He suffers from symptoms associated with Gulf War Illness.

21. Plaintiff LUIS LATORRE-MORALES, who is now 56 years old and resides in Cedarhurst, New York, has suffered from symptoms of Gulf War Illness, including chronic headaches, memory loss, chronic fatigue and respiratory problems. He is rated at 30% disability by the VA.

22. Plaintiff DONALD L. FRANS, JR., who is now 52 years old and resides in Coffeyville, Kansas, was a civilian attached to the U.S. troops in the theater of operations during Gulf War I pursuant to a contract with his employer, General Dynamics Corporation. He was a team chief responsible for maintaining tanks and other vehicles and equipment in the U.S. military tank units during Gulf War I. He heard numerous chemical alarms during the war, and, according to government reports, was stationed within the area covered by the Khamisiyah nerve gas plume. Since Gulf War I, he has suffered from the classical array of Gulf War Illness symptoms. He is totally disabled, and must use a wheelchair. In a separate proceeding, a U.S. Administrative Law Judge has ruled that Mr. Frans' Gulf War Illness symptoms are a result of his toxic exposures during Gulf War I.

23. Plaintiff NICHOLAS DE MOLFETTO, who is now 64 years old and resides in Brooklyn, New York, was Chief Warrant Officer (CW4) in the New York Army National Guard, who served in Saudi Arabia and in Kuwait during the 1991 Gulf War. He has also suffered from Gulf War Illness symptoms since the war.

24. Plaintiff RAYMOND BONDONARO, who is now 65 years old and resides in Great Neck, New York, was a Chief Warrant Officer (CW4) in the New York Army National Guard serving in northeastern Saudi Arabia and Kuwait during Gulf War I. Since the Gulf War he has suffered from Gulf War Illness symptoms, including

chronic joint pain, fatigue, and memory problems and poor concentration, and muscle pain.

25. Plaintiff STEVEN McLEOD, who is now 36 years old and resides in Somerdale, New Jersey, held the rank of Sergeant First Class in the 937th Engineering Group, stationed in northeastern Saudi Arabia and Kuwait during Gulf War I. Since the end of Gulf War I, he has suffered from symptoms associated with Gulf War Illness, including testicular cancer, memory loss, bleeding gums, joint pains and skin rashes. His injuries have also required him to have hip replacement surgery.

26. Plaintiff KARL BRUCE LANE, who is now 50 years old and resides in Euless, Texas, was a civilian attached to the U.S. troops in the Gulf War I theater of operations pursuant to a contract with his employer, Bell Helicopter Co. In a separate proceeding, a U.S. Administrative Law Judge found that Mr. Lane's cancer and Gulf War Illness symptoms were causally related to Mr. Lane's toxic exposures during Gulf War I.

27. Plaintiff VINCENT CONWAY, who is now 63 years old and resides in Elizabethtown, Kentucky, was the Command Sergeant Major of a tank battalion in the First Infantry Division during Gulf War I. Since the war, he has suffered with Gulf War Illness. His symptoms include chronic joint pain, short-term memory loss, fatigue, anxiety, depression, difficulty sleeping, balance problems, headaches, chest pain, poor concentration, skin disorder, and chemical sensitivity.

The Supplier Defendants

28. Upon information and belief, defendant THE DE DIETRICH GROUP ("De Dietrich"), is a French corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls, including

the QVF Group and QVF Process Systems, which has an office in Horseheads, New York. In 1985, De Dietrich engaged in the unlawful acts alleged in this complaint by selling production equipment, including glass-lined reactors and glass-lined tanks, to Saddam Hussein's regime in Iraq, that was used to manufacture chemical warfare agents.

29. Upon information and belief, defendant AVENTIS SA, f/k/a HOECHST AKTIENGESELLSCHAFT ("Hoechst"), is a French corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls. Hoechst merged with Rhone-Pouleuc to form Aventis SA in 1999. In 1982, Hoechst engaged in the unlawful acts alleged in this complaint by selling chemicals, including approximately ten tons of phosphorus oxychloride (POCL₃), a component utilized to make the nerve gas sarin, and 10 tons of O.Chlorobenzaldehyde, to Saddam Hussein's regime in Iraq, that were used to manufacture chemical warfare agents. In 1987, Hoechst sold approximately 200 tons of diisopropylamine, another compound used in nerve gas, to Saddam Hussein's regime in Iraq, that also was used to manufacture chemical warfare agents.

30. Upon information and belief, defendant FLUKA CHEMIE AG ("Fluka") is a Swiss corporation doing business in this State both directly and/or through its parent organization, Sigma-Aldrich, Inc. which dominates and controls Fluka and is doing business in this State. Between 1981 and 1987, Fluka engaged in the unlawful acts alleged in this complaint by selling chemicals, including thiodyglycol, to Saddam Hussein's regime in Iraq, that were used to manufacture chemical warfare agents. Between 1987 and 1989, Fluka sold more than 23,000 kilograms of other chemicals to Saddam Hussein's regime in Iraq, that were used to manufacture weapons of mass

destruction.

31. Upon information and belief, defendant GEORG FISCHER AG (“Georg Fischer”), is a Swiss corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls, including Piping Systems America. Upon further information and belief, Georg Fischer is subject to personal jurisdiction in this Court because it has previously been sued in this district in an action entitled In re Holocaust Victim Assets Litigation Nos. CV 96-4849 (ERK, MDG), CV 96-5161, CV 97-461. From approximately 1984 to 1987, Georg Fischer engaged in the unlawful acts alleged in this complaint by selling production equipment to Saddam Hussein’s regime in Iraq that was used to manufacture chemical warfare agents.

32. Upon information and belief, defendant LENHARDT MASCHINENBAU GMBH a/k/a BYSTRONIC, INC. (“Lenhardt”), is a German corporation doing business in this State both directly and/or through its parent organization, Bystronic, Inc., which dominates and controls Lenhardt and is doing business in this State. Between 1984 and 1987, Lenhardt engaged in the unlawful acts alleged in this complaint by selling production equipment, including glass-lined vessels, tanks, condensers and ventilators, to Saddam Hussein’s regime in Iraq that were used to manufacture chemical warfare agents.

33. Upon information and belief, defendant SULZER AG (“Sulzer”), is a Swiss corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls, including Sulzer Metco, which has an office in Westbury, New York. In 1986 and 1987, Sulzer engaged in the unlawful acts alleged in this complaint by selling production equipment to Saddam Hussein’s regime in Iraq that was used to manufacture chemical warfare agents.

34. Upon information and belief, defendant ABB LUMMUS GLOBAL, INC. (“Lummus”) is a Delaware corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls. During the 1980s, Lummus engaged in the unlawful acts alleged in this complaint by selling laboratory equipment, including gas chromatography equipment, to Saddam Hussein’s regime in Iraq that was used to manufacture chemical warfare agents.

35. Upon information and belief, defendant VWR INTERNATIONAL LTD. f/k/a BDH LTD. (“BDH”), is a British corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls. In 1986, BDH engaged in the unlawful acts alleged in this complaint by selling chemicals to Saddam Hussein’s regime in Iraq that was used to manufacture chemical warfare agents.

36. Upon information and belief, defendant OXOID LTD., a/k/a Oxoid, Inc. (“Oxoid”), is a British corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls, including Oxoid, Inc. North America, which has an office in Ogdensburg, New York. In 1986, Oxoid engaged in the unlawful acts alleged in this complaint by selling laboratory materials to Saddam Hussein’s regime in Iraq that was used to manufacture chemical warfare agents.

37. Upon information and belief, defendant WEIR GROUP PLC (“Weir”), is a British corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls. In 1987, Weir engaged in the unlawful acts alleged in this complaint by selling production equipment to Saddam

Hussein's regime in Iraq that was used to manufacture chemical warfare agents.

38. Defendant TUI AG, f/k/a PREUSSAG AG, PREUSSAGSTAHL AG, and PREUSSAG ANLAGEN GMBH ("Preussag"), is a German corporation doing business in this State both directly and/or through one or more wholly-owned subsidiaries that it dominates and controls, including Preussag North America, Inc., which has offices in White Plains, New York. In 1982, Preussag engaged in the unlawful acts alleged in this complaint by selling chemicals, including approximately 30 tons of phosphorus oxychloride (POCL₃), a component in the manufacture of sarin nerve gas, to Saddam Hussein's regime in Iraq that was used to manufacture chemical warfare agents. In addition, between 1982 and 1988, Preussag engaged in the unlawful acts alleged in this complaint by selling specialized production equipment to Saddam Hussein's regime in Iraq that also was used to manufacture chemical warfare agents. In addition, Preussag's affiliated companies including WET and Pilot Plant, sold equipment and chemical precursors to Saddam Hussein's regime in Iraq that were used to manufacture chemical weapons.

The Bank Defendants

39. Upon information and belief, DRESDNER BANK (“Dresdner”) is a banking corporation established under the laws of Germany doing business in this State both directly through offices located in New York City and through its parent company, Allianz Group, which dominates and controls Dresdner. According to information recently provided by the Iraqi government to UNSCOM, Dresdner was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

40. Upon information and belief, DEUTSCHE BANK AG (“Deutsche Bank”) is a banking corporation established under the laws of Germany doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Deutsche Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

41. Upon information and belief, ABN AMRO BANK, N.V. (“ABN Amro”) is a banking corporation established under the laws of the Netherlands doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, ABN Amro was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

42. Upon information and belief, GULF INTERNATIONAL BANK B.S.C. (“Gulf Bank”) is a banking corporation established under the laws of the Kingdom of Bahrain doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Gulf Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

43. Upon information and belief, LLOYDS TSB GROUP PLC, a/k/a LLOYDS BANK PLC (“Lloyds”) is a banking corporation established under the laws of the United Kingdom doing business in this State through office located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Lloyds was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

44. Upon information and belief, NATIONAL WESTMINSTER BANK PLC (“Natwest”) is a banking corporation established under the laws of the United Kingdom doing business in this State at several offices. According to information recently provided by the Iraqi government to UNSCOM, Natwest was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

45. Upon information and belief, BARCLAYS PLC a/k/a BARCLAYS BANK (“Barclays”) is a banking corporation established under the laws of the United

Kingdom doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Barclays was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

46. Upon information and belief, MIZUHO FINANCIAL GROUP, f/k/a DAI-ICHI KANGYO BANK LTD. ("Dai-Ichi") is a banking corporation established under the laws of Japan doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Dai-Ichi was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

47. Upon information and belief, SOCIETE GENERALE ("SocGen") is a banking corporation established under the laws of France doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, SocGen was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

48. Upon information and belief, CREDIT LYONNAIS is a banking corporation established under the laws of France doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Credit Lyonnais was the correspondent bank on one or

more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

49. Upon information and belief, BANQUE NATIONAL DE PARIS ("Banque Paris") is a banking corporation established under the laws of France doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Banque Paris was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

50. Upon information and belief, DZ BANK AG, f/k/a DG BANK ("DG Bank") is a banking corporation established under the laws of Germany doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, DG Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

51. Upon information and belief, WESTDEUTSCH LANDESBANK AG ("Westdeutsch") is a banking corporation established under the laws of Germany doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Westdeutsch was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire

and/or produce chemical weapons of mass destruction.

52. Upon information and belief, BAYERISCHE LANDESBANK (“Bayerische”) is a banking corporation established under the laws of Germany doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Bayerische was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

53. Upon information and belief, RABOBANK GROUP (“Rabobank”) is a banking corporation established under the laws of the Netherlands doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Rabobank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

54. Upon information and belief, STATE BANK OF INDIA (“SBI”) is a banking corporation established under the laws of India doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, SBI was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

55. Upon information and belief, BANCA INTESA SPA, f/k/a BANCA

COMMERCIALE ITALIANA (“Banca Italiana”) is a banking corporation established under the laws of Italy doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Banca Italiana was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

56. Upon information and belief, BANCA NAZIONALE DEL LAVORO, a/k/a BNL (“Banca Lavoro”) is a banking corporation established under the laws of Italy doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Banca Lavoro was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

57. Upon information and belief, BANCA DI ROMA SPA a/k/a CAPITALIA BANKING GROUP (“Banca Roma”) is a banking corporation established under the laws of Italy doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Banca Roma was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

58. Upon information and belief, UNICREDITO ITALIANO SPA, f/k/a CREDITO ITALIANO (“Credito”) is a banking corporation established under the laws of Italy doing business in this State through offices located in New York City. According to

information recently provided by the Iraqi government to UNSCOM, Credito was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

59. Upon information and belief, BANCA POPOLARE DI MILANO ("Banca Milano") is a banking corporation established under the laws of Italy doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Banca Milano was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

60. Upon information and belief, WESTPAC BANKING CORPORATION ("Westpac") is a banking corporation established under the laws of Australia doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Westpac was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

61. Upon information and belief, DEN NORSKE BANK, a/k/a DNB GROUP ("Den Norske") is a banking corporation established under the laws of Norway doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Den Norske was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's

regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

62. Upon information and belief, NATIONAL BANK OF PAKISTAN (“NBP”) is a banking corporation established under the laws of Pakistan doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, NBP was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

63. Upon information and belief, HABIB BANK LTD. (“Habib Bank”) is a banking corporation established under the laws of Pakistan doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Habib Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

64. Upon information and belief, ROMANIAN BANK FOR FOREIGN TRADE (“Romanian Bank”) is a banking corporation established under the laws of Romania doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Romanian Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used by to acquire and/or produce chemical weapons of mass destruction.

65. Upon information and belief, ARAB BANK PLC (“Arab Bank”) is a banking corporation established under the laws of Jordan doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Arab Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

66. Upon information and belief, BANK OF TOKYO-MITSUBISHI LTD., f/k/a/ MITSUBISHI BANK LTD., BANK OF TOKYO LTD. (“Tokyo Bank”) is a banking corporation established under the laws of Japan doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Tokyo Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

67. Upon information and belief, SUMITOMO MITSUI BANKING CORPORATION, f/k/a SUMITOMO BANK LTD. (“Sumitomo”) is a banking corporation established under the laws of Japan doing business in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Sumitomo was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

68. Upon information and belief, FUJI BANK LTD. (“Fuji”) is a banking corporation established under the laws of Japan doing business directly in this State through offices located in New York City and through its subsidiary, Heller Financial, Inc., which Fuji dominates and controls. According to information recently provided by the Iraqi government to UNSCOM, Fuji was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

69. Upon information and belief, KOREA EXCHANGE BANK (“Korea Bank”) is a banking corporation established under the laws of Korea doing business directly in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Korea Bank was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

70. Upon information and belief, NATIONAL BANK OF KUWAIT (“Kuwait National”) is a banking corporation established under the laws of Kuwait doing business directly in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Kuwait National was the correspondent bank on one or more letters of credit obtained by Saddam Hussein’s regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

71. Upon information and belief, COMMERCIALBANK OF KUWAIT

("Kuwait Commercial") is a banking corporation established under the laws of Kuwait doing business directly in this State through offices located in New York City. According to information recently provided by the Iraqi government to UNSCOM, Kuwait Commercial was the correspondent bank on one or more letters of credit obtained by Saddam Hussein's regime in connection with the purchase of goods and/or services that were used to acquire and/or produce chemical weapons of mass destruction.

JURISDICTION & VENUE

72. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 based on federal question jurisdiction in that Plaintiffs' claims arise under the laws and/or treaties of the United States including, but not limited to, customary international law as incorporated into the federal common law of the United States. This Court also has diversity jurisdiction over the subject matter of this action because there is complete diversity between the named Plaintiffs and Defendants and because the amount in controversy exceeds \$75,000 pursuant to 28 U.S.C. § 1332. This Court has pendent jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

73. This Court has personal jurisdiction over the defendants pursuant to the CPLR § 301 insofar as each of the Defendants is doing business in this State, either directly or through one or more wholly-owned subsidiaries that the Defendant dominates or control or through a parent corporation doing business in this State that dominates and controls the defendant.

74. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) insofar as one or more of the defendants is located in this judicial district and there is no other jurisdiction in which the action may otherwise be brought.

FACTUAL BACKGROUND

75. During the 1980s, Saddam Hussein's regime in Iraq used chemical warfare on a large and widespread scale against Kurdish and other Iraqi civilians, and during its war against Iran. These international crimes were widely reported and well-publicized by the international news media and were explicitly condemned by the United Nations and the governments of many countries, including the United States, United Kingdom, and Germany.

76. As a result of these media reports and diplomatic condemnations, it was known within the international business community, and particularly within the chemical industries, that Saddam Hussein's regime in Iraq was unlawfully using chemical weapons in the 1980s. For example, Imperial Chemical Industries, Britain's largest chemical company, was solicited by Saddam Hussein's agents in 1982, but refused to sell chemical agents that could be used to manufacture chemical weapon to the Iraqi government out of concern that Iraq would be able to produce and/or obtain chemical weapons of mass destruction. Similarly, in 1988, Bayer AG in Germany and The Montedison Group in Italy, both rejected solicitations from the Iraqi government seeking to buy chemicals in light of Iraq's open and notorious record regarding the acquisition and use of chemical weapons of mass destruction.

77. The Supplier Defendants likewise knew or reasonably should have known about the commission of these crimes concerning chemical weapons. The Supplier Defendants nonetheless aided and abetted the Saddam Hussein regime in manufacturing, producing, stockpiling and using chemical weapons by selling goods and services necessary to produce and/or obtain chemical warfare agents.

78. The Supplier Defendants were involved in the business of designing, formulating, constructing, fabricating, producing, compounding, processing, assembling, commingling and/or manufacturing and/or the business of distributing or otherwise placing, for commercial purposes, in the stream of commerce for use, chemical weapon precursors and their production components which were sold to Saddam Hussein's regime and used in the Iraqi chemical weapons program.

79. Additionally, the Supplier Defendants were involved in the business of designing, formulating, constructing, fabricating, producing, compounding, processing, assembling, commingling and/or manufacturing and/or the business of distributing or otherwise placing, for commercial purposes, in the stream of commerce for use, the plant(s) and/or equipment used to prepare the chemical warfare agents or precursors and the component parts of these agents for their placement in delivery systems.

80. The Bank Defendants likewise knew or reasonably should have known about the commission of these crimes concerning chemical weapons. The Bank Defendants, nonetheless acted as correspondent banks on letters of credits obtained by the government of Iraq for the benefit of the Supplier Defendants in connection with the sale of goods and services used by Saddam Hussein's regime to produce and/or obtain chemical weapons of mass destruction.

81. Before a seller is paid under a letter of credit, the correspondent bank, who pays the seller the amount due, must take steps to ensure that the transaction was completed in accordance with the specifications of the buyer. In this case, the Bank Defendants would have had to have reviewed documents relevant to the transactions between the Supplier Defendants and the regime of Saddam Hussein to ensure that

payment could be made, and therefore, knew or should have known the parties involved and that the transactions involved chemical precursors and/or equipment used to obtain and/or produce chemical weapons of mass destruction.

82. At the time the transactions by and among Iraq and all Defendants occurred, it was foreseeable that Plaintiffs would be exposed to Iraq's chemical weapons. Moreover, both before and during the period that Coalition forces were present in the Persian Gulf region during Gulf War I, Defendants failed to inform the governments of the Coalition forces that they had provided goods and services to Saddam Hussein's regime in Iraq and/or provided banking services to enable Iraq to build chemical weapons, where within Iraq such goods and services were provided, and/or the dangerous and lethal capabilities of the goods and service they had sold or assisted in selling. It was foreseeable to Defendants that their silence during this period would result in the toxic exposure of Plaintiffs to the chemical warfare agents which Defendants had participated in building for Saddam Hussein's regime.

83. To this day, Defendants have suppressed and never voluntarily disclosed their role in aiding and abetting Saddam Hussein to build and obtain chemical weapons. This information did not come to light until September 2002, when the Plaintiffs and their counsel obtained a copy of a document entitled "Full Final and Complete Declaration" ("FFCD"), prepared by the Iraqi government for UNSCOM, which identifies the role played by the Supplier Defendants and the Bank Defendants in Iraq's chemical warfare program and procurement network. Since disclosure of the FFCD, it has become clear to Plaintiffs and their counsel that Defendants' sales were essential for the Iraqi regime's chemical weapons program and/or essential in terms of manufacturing chemical warfare

agents.

84. During Gulf War I, Coalition forces conducted military operations in and around Iraq to end the threat posed by Saddam Hussein's regime to his own citizens and other countries in the Persian Gulf region and around the world. As part of a strategy to destroy Saddam Hussein's ability to unleash his chemical weapons of mass destruction, Coalition forces blew up hundreds of Iraqi ammunition dumps, the majority of which were not inventoried, but many of which were known to contain chemical weapons. For example, the DOD and CIA have reported that Coalition air strikes blew up chemical munitions located in the central Iraqi towns of Al Muthanna, where approximately 17 metric tons of sarin and cyclosarin nerve agents were stored, and Muhamadiyah, where approximately 2.9 metric tons of sarin and cyclosarin nerve agents and 15 metric tons of mustard gas were stored. Upon information and belief, many of the additional Iraqi ammunition dumps where the contents were unknown also contained chemical weapons. Based on a study performed by various U.S. agencies to determine the extent and scope of fallout from a chemical weapons dump blown up by Coalition forces in Khamisiyah, Iraq in March 1991, it has been estimated that approximately 350,000 (or roughly half) of the U.S. forces in Gulf War I were exposed to chemical fallout.

85. Published information from a former Iraqi regime insider, Dr. Khidir Hamza, has established that Saddam Hussein and his Iraqi leadership purposely deployed chemical warfare agents into Iraqi ammunition dumps near Coalition troops in the expectation that these ammunition dumps would be blown up by advancing Coalition troops, thereby exposing Coalition troops to toxic chemical fallout. Based in large measure upon the information gathered after Gulf War I regarding the dangers of

chemical fallout, U.S. and other Coalition troops in the recent Gulf War II purposely avoided bombing sites where chemical warfare agents were suspected.

86. Plaintiffs, who were members of the U.S. armed services and/or DOD civilians used for direct support of the Coalition troops in the Persian Gulf region, were repeatedly exposed to chemical agents, precursors and compounds used in warfare as chemical weapons. This exposure caused severe personal injuries, physical harm and mental anguish to plaintiffs and their families, for which all Defendants are responsible.

87. Defendants knew, or reasonably should have known, that by providing sales and services to Saddam Hussein's regime, they were contributing to the Iraqi chemical warfare program and endangering all who opposed Saddam Hussein. In the context of the widespread publicity about Iraq's illegal use of chemical weapons, the intrinsic nature of the goods and services sold by Defendants to the Iraqi government was sufficient to place Defendants on notice that their goods and services were likely to be used in an unlawful and dangerous manner by Saddam Hussein's regime. Significantly, many of the chemicals and other materials sold by the Supplier Defendants in transactions for which the Bank Defendants acted as correspondent banks are and/or were on a prohibited list of exports from Germany, Switzerland and France, among other nations.

88. For all these reasons, all Defendants either knew or should have known that by supplying goods and services to Saddam Hussein's regime, and/or providing banking services necessary to complete these sales of goods and services, they were contributing to the manufacture of chemical weapons in Iraq. All Defendants also knew or should have known that their actions would cause grievous injury to Plaintiffs and other Gulf War I Veterans either through direct attack or collateral damage. Further, on

or before the start of Gulf War I, Defendants either knew or should have known that Coalition forces were at risk of exposure to the fallout from chemical weapons arising from the military necessity of destroying the Saddam Hussein regime's ammunition dumps, and storage facilities in which the chemical weapons had been placed, but failed to provide any appropriate authority with information that would enable Coalition forces, including Plaintiffs, to protect themselves. Both the Supplier Defendants and the Bank Defendants were essential to Saddam Hussein's successful development and stockpiling of chemical weapons of mass destruction, and to the placing those weapons in strategic locations where the toxic fallout would permeate the area where Plaintiffs and other Coalition troops were located.

CLASS ACTION ALLEGATIONS

89. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil Procedure 23 (a) and (b)(3) on behalf of a class of all United States veterans of Gulf War I that were exposed to the chemical warfare agents, precursors or compounds described herein and who have developed a complex of physical ailments and symptoms consistent with those described as "Gulf War Illness," "Gulf War Syndrome," cancer or genetic defects. In addition, plaintiffs who have minor children born after Gulf War I with birth and genetic defects bring this action on behalf of a sub-class of minor children born after the end of the war who have been diagnosed with said birth and/or genetic defects.

90. The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiffs at this time and can only be learned through appropriate discovery, Plaintiffs believe that there

are approximately 100,000 members of the Class geographically dispersed throughout the United States, including a significant number in New York.

91. Plaintiffs' claims are typical of the claims of the members of the Class as all members of each Class are similarly affected by Defendants' wrongful conduct in violation of the federal, state and international law complained of herein.

92. Plaintiffs will fairly and adequately protect the interests of the members of the Class and have retained counsel competent and experienced in class action and complex litigation.

93. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the damages suffered by many members of the Class may be relatively small in proportion, the expense and burden of individual litigation makes it virtually impossible for the Class members to seek redress on an individual basis for the wrongful conduct alleged. Separate trials for the approximated 100,000 plaintiffs would be difficult, if not impossible, to judicially manage. Plaintiffs do not know of any difficulty, which would be encountered in the management of this litigation that would preclude its maintenance as a class action.

94. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

- a. whether the Supplier Defendants were negligent in their manufacture, distribution, formulation, distribution and/or sale of the chemical warfare precursors and compounds to which Plaintiffs were exposed;
- b. whether the Supplier Defendants are strictly liable for introducing the chemical warfare precursors or compounds to which Plaintiffs were exposed into the stream of commerce with the knowledge of their ultra hazardous and unreasonably dangerous nature;

- c. whether the Banking Defendants aided and abetted the unlawful conduct of the Supplier Defendants by acting as correspondent banks on letters of credit issued in favor of the Supplier Defendants;
- d. whether Class members are at increased risk of injury or disease because of exposure to the Supplier Defendants' products;
- e. whether the increased risk to which Class members are subject because of their exposure to Supplier Defendants' products make periodic diagnostic and medical examinations reasonably necessary;
- f. whether monitoring and testing procedures exist that make possible and beneficial the early detection and treatment of diseases caused by exposure to the Supplier Defendants' products;
- g. whether the Supplier Defendants' conduct in aiding and abetting the manufacture, production, storage, distribution and/or use of chemical weapons by Saddam Hussein's regime and/or the Bank Defendants conduct in acting as a correspondent bank on letters of credit relating to transactions between Iraq and the Supplier Defendants constitutes a violation of the Geneva Convention of 1925 and customary international law; and
- h. whether the Class members are entitled to medical monitoring at the expense of all Defendants.

95. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness and equity to other available methods for the fair and efficient adjudication of the controversy.

96. A class action is the appropriate method for the fair and efficient adjudication of this controversy. The presentation of separate actions by the individual class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for all Defendants, and/or substantially impair or impede the ability of class members to protect their interests.

97. Plaintiffs are adequate representatives of the Class because each is a

member of the Class and the interests of each do not conflict with the interests of the members of the Class he or she seeks to represent. The interests of the members of the classes will be fairly and adequately protected by the Plaintiffs and their undersigned counsel.

EQUITABLE TOLLING AND ESTOPPEL

98. The statute of limitations did not begin to run until September 2002 because vital information essential to pursue their claims has been withheld by all Defendants from Plaintiffs and other members of the Class, without any fault or lack of diligence or due care on Plaintiffs' part. In addition, the Supplier Defendants' failure to disclose their unlawful sales of goods and services to Iraq and the Banking Defendants' failure to disclose their knowledge of these transactions, which were used by Iraq to build up its chemical warfare arsenal, caused Plaintiffs to delay in bringing an action.

COUNT I

VIOLATIONS OF CUSTOMARY INTERNATIONAL LAW

99. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

100. Since the Geneva Protocol of 1925, after the horrors of the widespread use of chemical weapons in World War I, such as mustard gas and other poisonous or asphyxiating gases, chemical warfare has been prohibited under international humanitarian law, i.e., the law of armed conflict, as well as customary international law. The ban on the use of chemical weapons in warfare was respected even during the depths of World War II, when only Nazi Germany had sarin nerve gas. The prohibition on the

use and development of chemical weapons is a peremptory or jus cogens norm of international law, i.e., the prohibition is specific, universal and obligatory and binding upon all states and their citizens.

101. Similarly, the prohibition under customary international law against the development, manufacture and stockpiling of chemical weapons is well established. This customary international law norm is also universal, obligatory, definable and binding upon all states and their citizens. The progressive codification of customary international law into multilateral treaties and conventions, as well as state practice and opinion juries, confirm the well-established and non-derogable nature of the prohibition.

102. In the 1980s, Saddam Hussein's regime in Iraq engaged in deliberate, intentional and flagrant breaches of customary international law by using chemical weapons against civilians during peacetime and against combatants during armed conflict, acts of which the Supplier Defendants and the Bank Defendants were or should have been aware at the time of the acts alleged herein.

103. The Supplier Defendants violated customary international law and/or aided and abetted violations of customary international law by aiding and abetting, assisting, facilitating and cooperating with the Iraqi regime of Saddam Hussein in its efforts to develop chemical weapons of mass destruction through the sale of goods and services that were necessary to produce, obtain and stockpile chemical weapons of mass destruction.

104. The Bank Defendants violated customary international law and/or aided and abetted violations of customary international law by assisting, facilitating and cooperating with the Iraqi regime of Saddam Hussein in its efforts to develop chemical weapons of mass destruction by providing bank services under letters of credit related to

the sale of goods and services that were necessary to produce, obtain and stockpile chemical weapons of mass destruction.

105. The conduct of the Supplier Defendants and the Bank Defendants in violating and/or aiding and abetting the violation of customary international law was the producing and proximate cause of the injuries sustained by Plaintiffs and others similarly situated.

106. The Supplier Defendants and the Bank Defendants are liable to Plaintiffs and other similarly situated members of the Class for compensatory and punitive damages in an amount to be determined at trial.

COUNT II
DESIGN DEFECT

107. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

108. The Supplier Defendants were negligently and/or grossly negligent by failing to exercise due care in designing, formulating, constructing, fabricating, producing, compounding, processing, assembling, commingling and/or manufacturing chemical precursors and equipment, and selling, distributing or otherwise placing the same into the stream of commerce.

109. This failure to exercise due care by the Supplier Defendants' was the producing and proximate cause of the injuries sustained by Plaintiffs and others similarly situated.

110. The Supplier Defendants are liable to Plaintiffs and other similarly situated for compensatory damages in an amount to be proven at trial.

111. The conduct of the Supplier Defendants was wanton and reckless, or malicious, warranting an award of punitive damages in an amount to be proven at trial.

COUNT III
NEGLIGENT FAILURE TO WARN

112. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

113. The Supplier Defendants were negligent and/or grossly negligent in failing to provide reasonable and adequate warnings about their products to Plaintiffs and other members of the class similarly situated.

114. This failure to exercise due care by the Supplier Defendants' was the producing and proximate cause of the injuries sustained by Plaintiffs and other members of the class similarly situated.

115. The Supplier Defendants are liable to Plaintiffs and other members of the Class similarly situated for compensatory damages in an amount to be proven at trial.

116. The conduct of the Supplier Defendants was wanton and reckless, or malicious, warranting an award of punitive damages in an amount to be proven at trial.

COUNT IV

INTENTIONAL FAILURE TO WARN

117. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

118. Despite their knowledge of a defect, and/or knowledge or notice of a defect or condition that was likely to cause injury, The Supplier Defendants failed to warn Plaintiffs and other members of the Class similarly situated of the defect or condition, failed to remedy the defect or condition, and/or failed to take some other affirmative action to avoid the injury to Plaintiffs and other members of the Class similarly situated.

119. This failure to warn exercise was the producing and proximate cause of the injuries sustained by Plaintiffs and other members of the class similarly situated.

120. As a result of their intentional misconduct, the Supplier Defendants are liable to Plaintiffs and other members of the Class similarly situated for compensatory damages in an amount to be proven at trial.

121. The conduct of the Supplier Defendants was wanton and reckless, or malicious, warranting an award of punitive damages in an amount to be proven at trial.

COUNT V

STRICT LIABILITY

122. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

123. The Supplier Defendants transferred, sold, distributed or otherwise placed into the stream of commerce products that were ultra hazardous in nature and unreasonably dangerous, that were defectively designed and/or for which reasonable and adequate warnings were not given.

124. The injuries resulting to Plaintiffs and other members of the Class similarly situated were foreseeable potential hazards arising from the Supplier Defendants' transfer, sale and/or distribution of their products in the manner alleged herein.

125. The Supplier Defendants are strictly liable to Plaintiffs and other members of the Class similarly situated for compensatory damages in an amount to be proven at trial.

126. The conduct of the Supplier Defendants was wanton and reckless, or malicious, warranting an award of punitive damages in an amount to be proven at trial.

COUNT VI

AIDING AND ABETTING TORTIOUS CONDUCT

127. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

128. The Supplier Defendants engaged in wrongful misconduct through the sale of goods and services to the Iraqi regime of Saddam Hussein, which resulted in injuries to

Plaintiffs and similarly situated members of the Class.

129. The Bank Defendants, by acting as correspondent banks on letters of credit necessary to the completion of transactions between the Supplier Defendants and the Iraqi regime of Saddam Hussein, were aware of their role as part of the unlawful and/or tortious activity that gave rise to the injuries of Plaintiffs and other members of the Class at the time the Bank Defendant performed their services as correspondent banks.

130. The Bank Defendants knowingly and substantially participated in the unlawful and/or tortious conduct of the Supplier Defendants in that the Bank Defendants knew of the nature of the goods and services sold and to whom the goods and services were being provided.

131. Having aided and abetted the tortious and unlawful misconduct of the Supplier Defendants, the Bank Defendants are liable to Plaintiffs and other members of the Class similarly situated for compensatory damages in an amount to be proven at trial.

132. The conduct of the Bank Defendants was wanton and reckless, or malicious, warranting an award of punitive damages in an amount to be proven at trial.

COUNT VII

CIVIL CONSPIRACY /CONCERTED ACTION

133. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

134. The Supplier Defendants and the Bank Defendants had an agreement to participate in an unlawful act or a lawful act in an unlawful means.

135. Both the Supplier Defendants, by selling goods and services, and the Bank Defendants, by providing necessary banking services, performed overt acts in furtherance

of the scheme.

136. Plaintiffs and other members of the Class similarly situated were injured by the overt acts of the Supplier Defendants and the Bank Defendants.

137. The Supplier Defendants and the Bank Defendants are jointly and severally liable to Plaintiffs and other members of the Class similarly situated for compensatory damages in an amount to be proven at trial.

138. The conduct of the Supplier Defendants and the Bank Defendants was wanton and reckless, or malicious, warranting an award of punitive damages in an amount to be proven at trial.

COUNT VIII

MEDICAL MONITORING

139. Plaintiffs repeat and reallege each and every allegation of the foregoing paragraphs as if fully set forth herein.

140. Plaintiffs and members of the Class, have been significantly exposed to proven hazardous substances through the intentional, negligent, or wrongful actions of the Defendants.

141. As a proximate result of this exposure, Plaintiffs and members of the Class will suffer significantly increased risks of developing serious, latent diseases and physical illnesses including, but not limited to, certain types of cancer.

142. That increased risk makes periodic diagnostic medical examinations reasonably necessary.

143. Monitoring and testing procedures exist which make the early detection and treatment of such diseases possible and beneficial.

144. Plaintiffs, on behalf of themselves and all others similarly situated, state that this claim for relief does not seek damages, but requests the establishment of a Court-supervised medical monitoring program for themselves and all others similarly situated in order to provide for early treatment of diseases and conditions caused by the exposure to the Supplier Defendants' products. The costs of such a program should be borne by all Defendants.

JURY TRIAL DEMAND

145. Plaintiffs demand a trial by jury on all issues so triable.

WHEREFORE, the Plaintiffs, by and through their attorneys, on behalf of themselves and all others similarly situated, demand judgment against each of the Defendants, as follows:

- a. Certifying this action as a class action, including any subclasses which this Court deems appropriate;
- b. Designating the law firms of McCallion & Associates LLP, The Law Office of Curtis V. Trinko, Pitts & Associates and Maloney, Martin & Mitchell LLP as class counsel;
- c. Awarding compensatory, punitive and exemplary damages to each of the named Plaintiffs and members of the Class;
- d. Ordering Defendants to establish a Court-supervised or Court-approved program to medically monitor members of the Plaintiff Class; and
- e. Granting such other and further relief as this Court deems just and proper.

Dated: New York, New York
August __, 2003

MCCALLION & ASSOCIATES
LLP

By: _____

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