

**APPENDIX A:**  
**TRANSACTIONAL ANALYSIS BY ATTACK**<sup>1</sup>

**I. March 28, 2001 Gas Station Bombing Near Nfar Saba**

<b><u>Name</u></b>	<b><u>U.S.-Terrorist Designation (OFAC List)</u></b>	<b><u>Alleged Role In Attack</u></b>	<b><u>Arab Bank Transfer</u></b>
Fadi Amer (Tr., 1016)	No	Suicide bomber (Tr., 1016)	None
Ayman Halawah (Tr., 1017-18)	No	Built the bomb (Tr., 1017-18)	None
Ra'ed Houtari (Tr., 1018)	No	Oversaw attack (Tr., 1018)	None
Abd al-Rahman Hamad (Tr., 1019)	No	Planned attack (Tr., 1019)	None
Jabril Jabril (PX3811)	No	Liaison (PX3811)	None
Tareq Barzili (PX3811)	No	Liaison (PX3811)	None
Ibrahim Dahmas (PX3811)	No	Had knowledge of the attack (PX3811)	None
Atallah Yusuf Abdul Jabar Amer (PX625)	No	None	Plaintiffs allege that Atallah Amer is Fadi Amer's father who received a Saudi Committee payment of \$5,316.06 on October 24, 2001 (PX625), <i>seven months after</i> the attack. (Tr., 1638)
Razaq Hasani Halmi Halawah (PX635)	No	None	Plaintiffs allege that Razaq Halawah is Ayman Halawah's wife who received a Saudi Committee payment of \$5,311.16 on February 17, 2002 (PX635), <sup>2</sup> <i>eleven months after</i> the attack. (Tr., 1661)
Nidal Ahmad Mahmud Houtari (PX694)	No	None	Plaintiffs allege that Nidal Houtari (relationship to Ra'ed Houtari unspecified) received a Saudi Committee payment of \$2,655.78 on December 23, 2000 (PX694), <sup>3</sup> <i>more than three months before</i> the attack. (Tr., 1640-41)

<sup>1</sup> This Appendix summarizes the state of the evidence with regard to the individuals Plaintiffs have identified as being the perpetrators and accomplices involved in each of the 24 attacks, or the relatives of such persons, together with any transfers processed by the Bank that Plaintiffs have attempted to connect to these attacks.

<sup>2</sup> See also *infra* at II (referencing same payment with respect to another attack) and III (same).

<sup>3</sup> See also *infra* at II (referencing same payment with respect to another attack).

## Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Plaintiffs have only identified three payments processed by the Bank to the relatives of individuals who were allegedly involved in this attack. Two of those payments were processed *seven and eleven months after* this attack; one payment was processed *three months before* this attack.
- Plaintiffs have adduced no evidence suggesting that these relatives were involved in any way with this attack, or that the Bank’s processing of these three Saudi Committee payment instructions facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that these transfer instructions were processed by someone within the Bank with an “intent to harm someone” or with “knowledge” that by processing these payments the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank’s processing of these transfer instructions involved “acts dangerous to human life” or appeared to be performed for the purpose of intimidating or coercing a civilian population.

## Conclusion

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfers identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## **II. June 1, 2001 Dolphinarium Bombing**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Sa'id Houtari (Tr., 1030)	No	Suicide bomber (Tr., 1030)	None
Ra'ed Houtari (Tr., 1031)	No	Prepared bomber (Tr., 1031)	None
Abd al-Rahman Hamad (Tr., 1031)	No	Planned attack (Tr., 1031)	None
Ayman Halawah (Tr., 1031)	No	Built the bomb (Tr., 1031)	None
Salim Al-Hija (PX3811)	No	Head of responsible Hamas network (PX3811)	None
Mahmud Nadi (PX3811)	No	Driver (PX3811)	None
Anas Abd Al-Karim Dawud (PX3811)	No	Provided logistical support (PX3811)	None

Hassan Hussein Hassan Houtari (PX624)	No	None	Plaintiffs allege that Hassan is Sa'id Houtari's father who received a Saudi Committee payment of \$5,316.06 on October 24, 2001 (PX624), more than <i>four months after</i> the attack. (Tr., 1638)
Nidal Ahmad Mahmud Houtari (PX694)	No	None	Plaintiffs allege that Nidal Houtari (relationship to Ra'ed Houtari unspecified) received a Saudi Committee payment of \$2,655.78 on December 23, 2000 (PX694), <sup>4</sup> more than <i>five months before</i> the attack. (Tr., 1640-41)
Razaq Hasani Halmi Halawah (PX635)	No	None	Plaintiffs allege that Razaq is Ayman Halawah's wife who received a Saudi Committee payment of \$5,311.16 February 17, 2002 (PX635), <sup>5</sup> <i>eight months after</i> the attack. (Tr., 1661)

### Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Plaintiffs have only identified three payments processed by the Bank to the relatives of individuals who were allegedly involved in this attack. Those payments were processed *between four and eight months after* this attack.
- Plaintiffs have adduced no evidence that these relatives were involved in any way with this attack, or that the Bank's processing of these three Saudi Committee payment instructions facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that these transfer instructions were processed by someone within the Bank with an "intent to harm someone" or with knowledge that by processing these payments the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank's processing of these transfer instructions involved "acts dangerous to human life" or appeared to be performed for the purpose of intimidating or coercing a civilian population.

### Conclusion

- No reasonable juror could conclude that the Bank's financial services were a "but for" and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an "intent to harm someone" or with knowledge of providing material support to Hamas. (Br., Points B-C.)

<sup>4</sup> See also *supra* at I (referencing same payment with respect to another attack).

<sup>5</sup> See also *supra* at I (referencing same payment with respect to another attack) and *infra* at III (same).

- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfers identified by the Plaintiffs with respect to this attack. (Br., Point D)
- The Bank is entitled to judgment against all claims arising from this attack.

### III. August 9, 2001 Sbarro Pizzeria Bombing

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Izz al-Din al-Masri	No	Suicide bomber (Tr., 1037)	None
Ayman Halawah	No	Authorized bombing (Tr., 1054)	None
Qeis Adwan	No	Recruited bomber (Tr., 1054)	None
Abdullah Barghouti	No	Built the bomb (Tr., 1054)	None
Bilal Barghouti	No	Put explosives on bomber (Tr., 1056)	None
Muhammad Daghlas	No	Provided logistical support (Tr., 1056)	None
Ahlam Tamimi	No	Located target; accompanied bomber (Tr., 1055)	None
Jamal Abu al-Hija		“[H]ad a certain involvement” (Tr., 1659)	None
Shuhayl Ahmad Ismail al-Masri (PX627)	No	None	Plaintiffs allege that Shuhayl is Izz al-Din Al-Masri’s father who received a Saudi Committee payment of \$5,316.06 on October 22, 2001 (PX627), more than <i>two months after</i> the attack. (Tr., 1640-41)
Razaq Hasani Halmi Halawah (PX635)	No	None	Plaintiffs allege that Razaq is Ayman Halawah’s wife who received a Saudi Committee payment of \$5,311.16 on February 17, 2002 (PX635), <sup>6</sup> <i>six months after</i> the attack. (Tr., 1661)
Asma Muhammad Suleiman Sabaneh (PX687)	No	None	Plaintiffs allege that Asma is Jamal Abu al-Hija’s wife who received a Saudi Committee payment of \$2,655.78 on December 21, 2000 (PX687), more than <i>seven months before</i> the attack. (Tr., 1627; 1659)

<sup>6</sup> See also *supra* at I (referencing same payment with respect to another attack) and *infra* at III (same).

## Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Plaintiffs have only identified three payments processed by the Bank to the relatives of individuals who were allegedly involved in this attack. Those payments were processed between *two and six months after*, and *more than seven months before* this attack.
- Plaintiffs have adduced no evidence that these relatives were involved in any way with this attack, or that the Bank’s processing of these two Saudi Committee payment instructions facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that these transfer instructions were processed by someone within the Bank with an “intent to harm someone” or with knowledge that by processing these payments the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank’s processing of these transfer instructions involved “acts dangerous to human life” or appeared to be performed for the purpose of intimidating or coercing a civilian population.

## Conclusion

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfer instructions identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## **IV. December 1, 2001 Ben Yehuda Bombings**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Nabil Halabiya (Tr., 1069)	No	Suicide bomber (Tr., 1069)	None
Osama Bahar (Tr., 1069)	No	Suicide bomber (Tr., 1069)	None
Ibrahim Hamed (Tr., 1073)	No	Planned attack (Tr., 1073)	None
Sayd Qasem (Tr., 1073)	No	Transferred bombs (Tr., 1073)	None
Jamal al-Tawil (Tr., 1070-71)	No	Liaison (Tr., 1070-71)	None
Abdullah Barghouti (Tr., 1070)	No	Built the bombs (Tr., 1070)	None
Farid Atrash (PX3811)	No	Liaison (PX3811)	None

Nader Alyan (PX3811)	No	Owned car used in bombing (PX3811)	None
Fatmeh Ali Hussayn Halabiya (PX667, PX640)	No	None	Plaintiffs allege that Fatmeh is Nabil Halabiya's mother who received Saudi Committee payments of \$5,316.06 on June 6, 2002 (PX667), more than <i>six months after</i> the attack, and on February 18, 2002 (PX640), more than <i>two months after</i> the attack (Tr., 1944:24-1945:3).

### Summary

- Financial services provided to the alleged bombers: None.
- Financial services provided to the alleged accomplices: None.
- Plaintiffs have only identified two payment processed by the Bank to a relative of one of the two bombers allegedly involved in this attack. Those payments were processed *between two and six months after* this attack.
- Plaintiffs have adduced no evidence that this relative was involved in any way with this attack, or that the Bank's processing of these Saudi Committee payment instructions facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that these transfer instructions were processed by someone within the Bank with an "intent to harm someone" or with knowledge that by processing this payment the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank's processing of these transfer instructions involved "acts dangerous to human life" or appeared to be performed for the purpose of intimidating or coercing a civilian population.

### Conclusion

- No reasonable juror could conclude that the Bank's financial services were a "but for" and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial service identified by Plaintiffs with respect to this attack was provided by any Bank employee, officer or director with an "intent to harm someone" or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an "act of international terrorism" by processing the transfer instruction identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## V. December 12, 2001 Shooting Attack In Emmanuel

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Muhammad Aziz Haj Ali (Tr., 1085)	No	Shooter (Tr., 1085)	None
Assem Rihan (Tr., 1085)	No	Shooter (Tr., 1085)	None

Anan Kadusi (Tr., 1085)	No	Committed attack (Tr., 1085)	None
Nasr al-Din Assida (Tr., 1085)	No	Oversaw attack (Tr., 1085)	None
Yusuf Muhammad Yusuf Rihan (PX663)	No	None	Plaintiffs allege that Yusuf is Assem Rihan's father who received a Saudi Committee payment of \$5,316.06 on June 6, 2002 (PX663), <i>six months after</i> the attack. (Tr., 1641)
Zahira Mustafa Ahmad Assida (PX713)	No	None	Plaintiffs allege that Zahira is Nasr Assida's wife who received a Saudi Committee payment of \$2,655.78 on August 1, 2001 (PX713), <i>four months before</i> the attack. (Tr., 1641)

### **Summary**

- Financial services provided to the alleged gunmen: None.
- Financial services provided to the alleged accomplice: None.
- Plaintiffs have only identified two payments processed by the Bank to the relatives of individuals who were allegedly involved in this attack. One of those payments was processed *six months after* this attack, the other was processed *four months before* this attack.
- Plaintiffs have adduced no evidence that these relatives were involved in any way with this attack, or that the Bank's processing of these two Saudi Committee payment instructions facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that these transfer instructions were processed by someone within the Bank with an "intent to harm someone" or with knowledge that by processing these payments the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank's processing of these transfer instructions involved "acts dangerous to human life" or appeared to be performed for the purpose of intimidating or coercing a civilian population.

### **Conclusion**

- No reasonable juror could conclude that the Bank's financial services were a "but for" and proximate cause of this shooting. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an "intent to harm someone" or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an "act of international terrorism" by processing the transfer instructions identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## VI. March 7, 2002 Atzoma Shooting Attack

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Muhammad Farhat (Tr., 1103)	No	Shooter (Tr., 1103)	None
Wa'el Nasar (Tr., 1106)	No	Supervised attack (Tr., 1106)	None
Salah Shehada (Tr., 1103-04)	No	Granted permission for Farhat, a minor, to commit an attack (Tr., 1103-04)	Plaintiffs allege that Shehada received seven transfers from individuals (not the Saudi Committee) into an Arab Bank account, the last occurring in February 2001, more than <i>a year before</i> the attack (PX1920; PX1938; PX1939; PX1940; PX1941; PX2145; PX2163).
Marriam Farhat (Tr., 1103-04)	No	Asked Shehada to grant permission for her minor son to commit an attack (Tr., 1103-04)	None

### Summary

- Financial services provided to the alleged gunman: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.
- Financial services provided to the alleged accomplices: Seven transfers processed for Salah Shehada *more than a year* before this attack. His alleged involvement, however, was limited to providing *permission* for Muhammad Farhat to commit an attack. (Tr., 1103-04.)
- Plaintiffs have adduced no evidence that the Bank's processing of these transfer instructions facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that the transfer instructions involving Shehada were processed by someone within the Bank with an "intent to harm someone" or with knowledge that by processing these payments the Bank was providing material support to Hamas. (See Appendix B; see also Br. at Points C & D.)
- Plaintiffs have not adduced any evidence that the Bank's processing of these transfer instructions involved "acts dangerous to human life" or appeared to be performed for the purpose of intimidating or coercing a civilian population.

### Conclusion

- No reasonable juror could conclude that the Bank's financial services were a "but for" and proximate cause of this shooting. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an "intent to harm someone" or with knowledge of providing material support to Hamas. (Br., Points B-C.)



- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfers identified by Plaintiffs involving Shehada. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## VII. March 9, 2002 Cafe Moment Bombing

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Fuad Hurani (Tr., 1107)	No	Suicide bomber (Tr., 1107)	None
Ibrahim Hamed (Tr., 1110)	No	Recruited bomber and directed attack (Tr., 1110)	None
Abdullah Barghouti (Tr., 1107)	No	Built bomb (Tr., 1107)	None
Muhammad Arman (Tr., 1110)	No	Put explosives on bomber (Tr., 1110)	None
Wa’el Qassam (Tr., 1109)	No	Chose attack location; dispatched bomber (Tr., 1109)	None
Walid Anjas (Tr., 1109)	No	Dispatched bomber (Tr., 1109)	None
Wisam Abbasi (Tr., 1109)	No	Reconnaissance (Tr., 1109)	None

### Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

### Conclusion

- No reasonable juror could conclude that the Bank provided any financial service to anyone connected with this attack, much less any financial service that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Points D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**VIII. March 27, 2002 Park Hotel Bombing**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Abd al-Baset Odeh (Tr., 1114)	No	Suicide bomber (Tr., 1114)	None
Mu'amar Shahruri (PX3811)	No	Transferred bomb (PX3811)	None
Abbas al-Sayed (Tr., 1120)	No	Planned and supervised attack (Tr., 1120)	Plaintiffs allege that Sayed received two transfers from Yusuf al-Hayek, one of \$30,000 on March 29, 2001 (PX1992), <i>a year before</i> the attack, and one of \$24,000 on March 14, 2001 (PX1994), also more than <i>a year before</i> the attack. <sup>7</sup>
Muhanad al-Taher (Tr., 1120)	No	Built bomb (Tr., 1120)	None
Nasser Yataima (Shaked Slide 21)	No	Transported Explosive (Tr., 1648)	Plaintiffs allege that Nasser received a Saudi Committee payment of \$1,325.64 on May 4, 2001 (PX615), more than <i>ten months before</i> the attack. (Tr., 1648)
Fathi Khasib (Tr., 1118)	No	Driver (Tr., 1118)	None
Muhanad Sharim (Tr., 1118)	No	Provided logistical support (Tr., 1118)	Plaintiffs allege that Muhanad received a Saudi Committee payment of \$1,325.64 on May 4, 2001 (PX614), more than <i>ten months before</i> the attack. <sup>8</sup> (Tr., 1641)
Amima Ahmad Hafez al-Taher	No	None	Plaintiffs allege that Amima is Muhanad al-Taher's mother who received a Saudi Committee payment of \$2,655.78 on September 1, 2001 (PX710), <sup>9</sup> more than <i>six months before</i> the attack. (Tr., 1641)

<sup>7</sup> Seven other transactions, totaling \$69,000, were identified by Plaintiffs as going to an account al-Sayed held at another bank in Tulkarem. (See PX1990, PX1991, PX1993, PX1995, PX1996, PX1997, PX1998.)

<sup>8</sup> Plaintiffs have readily acknowledged that they cannot prove that this payment had any connection to the March 27, 2002 Park Hotel bombing: "Now Your Honor, we'll never be able to prove—not just because of bank secrecy, but in general—that Mr. Sharim used this money to purchase this car or this explosive or what have you." Hr'g Tr. at 54:12-15, Apr. 24, 2013 (*Linde* ECF No. 943). Nor was this concession unique to one isolated transfer to Mr. Sharim, but rather applied to all funds transfers placed in issue in this case. *Id.*

<sup>9</sup> See also *infra* at X (referencing same payment with respect to another attack).

## Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: Plaintiffs have identified four payments made to alleged accomplices—two to the alleged “planner” and “supervisor”, both made *more than a year before* the attack, and two to alleged logistics operatives, both made *more than 10 months before* the attack.
- Plaintiffs have identified one payment processed by the Bank to a relative of the alleged bomb maker, processed more than *six months before* this attack.
- Plaintiffs have adduced no evidence suggesting that this relative was involved in any way with this attack, or that the Bank’s processing of this Saudi Committee payment instruction facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that these transfer instructions were processed by someone within the Bank with an “intent to harm someone” or with “knowledge” that by processing these payments the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank’s processing of these transfer instructions involved “acts dangerous to human life” or appeared to be performed for the purpose of intimidating or coercing a civilian population.

## Conclusion

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfers identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## **IX. May 7, 2002 Sheffield Club Bombing**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Muhammad Muammar (Tr., 1140)	No	Suicide bomber (Tr., 1140)	None
Ibrahim Hamed (Tr., 1143)	No	Directed attack (PX3658)	None
Abdullah Barghouti (Tr., 1141)	No	Built bomb (Tr., 1141)	None
Muhammad Arman (Tr., 1143)	No	Put explosives on bomber (PX3811)	None
Wa’el Qassam (Tr., 1143)	No	Dispatched bomber (PX3658)	None
Wisam Abbasi (Tr., 1143)	No	Chose location (Tr., 1143)	None
Ala Abbasi (Tr., 1143)	No	Reconnaissance (Tr., 1143)	None

### Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

### Conclusion

- No reasonable juror could conclude that the Bank provided any financial service to anyone connected with this attack, much less any financial services that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas with respect to this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Points D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## **X. June 18, 2002 Bus No. 32A Bombing In Jerusalem**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Muhamad al-Ghoul	No	Suicide bomber (Tr., 1148)	None
Muhanad al-Taher	No	Recruited bomber (Tr., 1149)	None
Ali Alan	No	Put explosives on bomber (Tr., 1149)	None
Ramadan Mashahrah	No	Planned attack (Tr., 1148-49)	None
Fahmi Mashahrah	No	Planned attack (Tr., 1148)	None
Amima Ahmad Hafez al-Taher	No	None	Plaintiffs allege that Amima is Muhanad al-Taher’s mother who received a Saudi Committee payment of \$2,655.78 on September 1, 2001 (PX710), <sup>10</sup> more than <i>nine months before</i> the attack. (Tr., 1641)

### Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Plaintiffs have identified one payment processed by the Bank to a relative of the operative who allegedly recruited the bomber, processed *more than nine months before* this attack.

<sup>10</sup>

*See also supra* at VIII (referencing same payment with respect to another attack).

- Plaintiffs have adduced no evidence suggesting that this relative was involved in any way with this attack, or that the Bank’s processing of this Saudi Committee payment instruction facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that this transfer instruction was processed by someone within the Bank with an “intent to harm someone” or with “knowledge” that by processing this payment the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank’s processing of this transfer instruction involved “acts dangerous to human life” or appeared to be performed for the purpose of intimidating or coercing a civilian population.

**Conclusion**

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfer identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XI. July 31, 2002 Hebrew University Bombing**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Ibrahim Hamed (Shaked Slide 31)	No	Ordered attack (Shaked Slide 31)	None
Abdullah Barghouti (Tr., 1157)	No	“Directly related to attack” (Tr., 1157);	None
Muhammad Arman (Tr., 1157)	No	“Directly related to attack” (Tr., 1157)	None
Wa’el Qassam (Tr., 1157)	No	Transported bomb to location (PX3592)	None
Wisam Abbasi (Tr., 1157)	No	Reconnaissance (Tr., 1157)	None
Ala Abbasi (Tr., 1157)	No	Reconnaissance (Tr., 1157)	None
Muhammad Odeh (Tr., 1157)	No	Chose location, placed bomb (Tr., 1157, PX3592)	None

**Summary**

- Financial services provided to the alleged perpetrators: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

## Conclusion

- No reasonable juror could conclude that the Bank provided any financial service to anyone connected with this attack, much less any financial services that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## **XII. September 19, 2002 Bus No. 4 Bombing In Tel Aviv**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Iyad Raddad (Tr., 1164)	No	Suicide bomber (Tr., 1164)	None
Ibrahim Hamed (Tr., 1164-65)	No	Involved, but does not explain how (Tr., 1164-65)	None
Hasnin Rumana (Tr., 1165)	No	Liason (Tr., 1165)	None
Mahmoud Sharitah (Tr., 1165)	No	Recruited and dispatched bomber (Tr., 1165)	None
Ashraf Za'yir (PX3811)	No	Driver (PX3811)	None

## Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

## Conclusion

- No reasonable juror could conclude that the Bank provided any financial service to anyone connected with this attack, much less any financial services that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

### XIII. January 29, 2003 Shooting Attack On Route No. 60

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Yasser Hamad (Tr., 1170)	No	Shooters (Tr., 1170)	None
Farah Hamad (Tr., 1170)	No	Shooters (Tr., 1170)	None
Ibrahim Hamed (Tr., 1172)	No	Hamas commander (Tr., 1172)	None
Sayd Qasem (Tr., 1172)	No	Oversaw attack (Tr., 1172)	None
Murad Barghouti (Tr., 1172)	No	Liaison (Tr., 1172)	None
Jasser Barghouti (Tr., 1171)	No	Provided money and weapons (Tr., 1171)	None
Hisham Hijazi (Tr., 1171)	No	Financed and planned attack (Tr., 1171)	None
Khaled Omar (Tr., 1171)	No	Planned attack (Tr., 1171)	None
Muayad Hamad (Tr., 1171)	No	Driver (Tr., 1171)	None
Abd el-Qader Ibrahim Mahmud Hijaz	No	None	Plaintiffs allege that Abd Hizaj is Hisham Hijazi's father who received a Saudi Committee payment of \$2,655.78 on January 25, 2001 (PX716), <sup>11</sup> <i>two years before</i> the attack. (Tr., 1641-42)

#### Summary

- Financial services provided to the alleged gunmen: None.
- Financial services provided to the alleged accomplices: None.
- Plaintiffs have identified one payment processed by the Bank to a relative of an individual allegedly involved as an accomplice that was processed *more than two years before* this attack.
- Plaintiffs have adduced no evidence suggesting that this relative was involved in any way with this attack, or that the Bank's processing of this Saudi Committee payment instruction facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that this transfer instruction was processed by someone within the Bank with an "intent to harm someone" or with "knowledge" that by processing this payment the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank's processing of this transfer instruction involved "acts dangerous to human life" or appeared to be performed for the purpose of intimidating or coercing a civilian population.

<sup>11</sup> See also *infra* at XIX (referencing same payment with respect to another attack).

### Conclusion

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfer identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

#### **XIV. March 5, 2003 Bus No. 37 Bombing In Haifa**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Mahmoud Qawasmeh (Tr., 1178-79)	No	Suicide bomber (Tr., 1178-79)	None
Ali Alan (Tr., 1179-80)	No	Built explosive belt (Tr., 1179-80)	None
Majdi Amro (Shaked Slide 35)	No	Dispatched bomber (Shaked Slide 35)	None
Ali Rajbi (PX3811)	No	Provided logistical support (PX3811)	None
Mu’az Abu Sharakh (Tr., 1184)	No	Coordinated attack (Tr., 1184, PX3754)	None
Fadi al-Ja’aba (Tr., 1183)	No	Participant (PX3755)	None
Hafiz Rajbi (PX3811)	No	Transported bomber (PX3811)	None
Munir Rajbi (Tr., 1183-84)	No	Provided logistical support (Tr., 1183-84)	None

### Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

### Conclusion

- No reasonable juror could conclude that the Bank provided any financial service to anyone connected with this attack, much less any financial services that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)



- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XV. March 7, 2003 Shooting In Kiryat Arba**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Hazem al-Qawasmeh (Tr., 1185-86)	No	Shooter (Tr., 1185-86)	None
Muhsin al-Qawasmeh (Tr., 1185-86)	No	Shooter (Tr., 1185-86)	None
Basel al-Qawasmeh (Tr., 1186)	No	Directed attack (Tr., 1186)	Plaintiffs allege that Basel received a Saudi Committee payment of \$2,655.78 on December 20, 2000 (PX685), <sup>12</sup> more than <i>two years before</i> the attack. (Tr., 1641-42)
Abdallah Abu Seif (Tr., 1187)	No	Led shooters to target (Tr., 1187)	None

**Summary**

- Financial services provided to the alleged gunmen: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.
- Financial services provided to the alleged accomplices: Plaintiffs have identified one Saudi Committee payment that was processed by the Bank and received by the alleged operative who directed this attack *two years before* it was carried out.
- Plaintiffs have adduced no evidence suggesting that the Bank’s processing of this Saudi Committee payment instruction facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that this transfer instruction was processed by someone within the Bank with an “intent to harm someone” or with “knowledge” that by processing this payment the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank’s processing of this transfer instruction involved “acts dangerous to human life” or appeared to be performed for the purpose of intimidating or coercing a civilian population.

**Conclusion**

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)

<sup>12</sup> See also *infra* at XVIII (referencing same payment with respect to another attack) and XX (same).

- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfer identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XVI. April 30, 2003 Mike’s Place Bombing**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Omar Khan Sharif (Tr., 1209)	No	Suicide bomber (Tr., 1190)	None
Asif M. Hanif (Tr., 1209)	No	Suicide bomber (Tr., 1190)	None

**Summary**

- Financial services provided to the alleged bombers: None.
- Financial services provided to the alleged accomplices: N/A.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

**Conclusion**

- No reasonable juror could conclude that the Bank provided any financial service to anyone connected with this attack, much less any financial services that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XVII. May 18, 2003 Bus No. 6 Bombing In Jerusalem**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Basem Tahruri (Tr., 1210-1211)	No	Suicide bomber (Tr., 1210-11)	None
Samer Atrash (PX3811)	No	Collected intelligence, dispatched bomber (PX3811)	None
Abdallah al-Qawasmeh (Shaked Slide 41)	No	Planner (Shaked Slide 41)	None

### Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

### Conclusion

- No reasonable juror could conclude that the Bank provided any financial service to the individuals who perpetrated this attack, much less any financial service that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Points D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## **XVIII. June 11, 2003 Bus No. 14a Bombing In Jerusalem**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Abd el-Mu’ati Shabana (Tr., 1216)	No	Suicide bomber (Tr., 1216)	None
Basel al-Qawasmeh (Tr., 1218)	No	Directed attack (Tr., 1218)	Plaintiffs allege that Basel received a Saudi Committee payment of \$2,655.78 on December 20, 2000 (PX685), <sup>13</sup> more than <i>two years before</i> the attack. (Tr., 1642)
Abdallah al-Qawasmeh (Shaked Slide 43)	No	Planned attack (Shaked Slide 43)	None
Omar Sharif (Tr., 1218-19)	No	Dispatched bomb (Tr., 1218-19)	None

### Summary

- Financial services provided to the alleged gunmen: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.
- Financial services provided to the alleged accomplices: Plaintiffs have identified one Saudi Committee payment that was processed by the Bank and received by the alleged operative who directed this more than *two years before* it was carried out.
- Plaintiffs have adduced no evidence suggesting that the Bank’s processing of this Saudi Committee payment instruction facilitated, much less caused, this attack.

<sup>13</sup>

*See also supra* at XV (referencing same payment with respect to another attack) and *infra* at XX (same).

- Plaintiffs have not adduced any evidence that this transfer instruction was processed by someone within the Bank with an “intent to harm someone” or with “knowledge” that by processing this payment the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank’s processing of this transfer instruction involved “acts dangerous to human life” or appeared to be performed for the purpose of intimidating or coercing a civilian population.

**Conclusion**

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfer identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XIX. June 20, 2003 Shooting Attack On Route No. 60**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Farah Hamad (Tr., 1220)	No	Shooter (Tr., 1220)	None
Ahmad Najjar (Tr., 1220)	No	Shooter (Tr., 1220)	None
Ibrahim Hamed (Tr., 1220)	No	Authorized attack (Tr., 1220)	None
Sayd Qasem (Shaked Slide 45)	No	Oversaw attack (Shaked Slide 45)	None
Jasser Barghouti (Shaked Slide 45)	No	Received money, weapons and instructions (Shaked Slide 45)	None
Hisham Hijazi (Tr., 1222, PX4007)	No	Financed and authorized attack (PX4007)	None
Khaled Omar (Tr., 1220)	No	Directed attack (Tr., 1220)	None
Yasser Hamad (Tr., 1220)	No	Lookout (Tr., 1220)	None
Ahmad Hamad (Tr., 1220)	No	Driver (Tr., 1220)	None
Abd el-Qader Ibrahim Mahmud Hijaz	No	None	Plaintiffs allege that Abd Hizaj is Hisham Hijazi’s father who received a Saudi Committee payment of \$2,655.78 on

			January 25, 2001 (PX716), <sup>14</sup> more than <i>two years before</i> the attack. (Tr., 1642)
Abd al-Mua'z Zein al-Din Saleh Omar	No	None	Plaintiffs allege that Abd Omar (relationship to Khaled Omar unspecified), received a Saudi Committee payment of \$2,655.78 on December 23, 2000 (PX692), more than <i>two years before</i> the attack. (Tr., 1642)

### Summary

- Financial services provided to the alleged gunmen: None.
- Financial services provided to the alleged accomplices: None.
- Plaintiffs have only identified two payments processed by the Bank to the relatives of individuals who were allegedly involved in this attack. Both of those payments were made *more than two years before* this attack.
- Plaintiffs have adduced no evidence that these relatives were involved in any way with this attack, or that the Bank's processing of these Saudi Committee payment instructions facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that these transfer instructions were processed by someone within the Bank with an "intent to harm someone" or with knowledge that by processing this payment the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank's processing of these transfer instructions involved "acts dangerous to human life" or appeared to be performed for the purpose of intimidating or coercing a civilian population.

### Conclusion

- No reasonable juror could conclude that the Bank's financial services were a "but for" and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an "intent to harm someone" or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an "act of international terrorism" by processing the transfer instructions identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

## **XX. August 19, 2003 Bus No. 2 Bombing In Jerusalem**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Ra'ed Misk (Tr., 1223)	No	Suicide bomber (Tr., 1223)	None

<sup>14</sup> See also *supra* at XIII (referencing same payment with respect to another attack).

Basel al-Qawasmeh (Tr., 1706-07)	No	Collaborator (Tr., 1706-07)	Plaintiffs allege that Basel received a Saudi Committee payment of \$2,655.78 on December 20, 2000 (PX685), <sup>15</sup> more than <i>two years before</i> the attack. (Tr., 1642)
Ahmad Badr (PX3944, PX3947)	No	Planned attack (PX3944, PX3947)	None
Izz al-Din Misk (Shaked Slide 46)	No	Planned attack (Shaked Slide 46)	None
Majdi Za'tari (Tr., 1227, PX3944)	No	Transferred bomber (PX3944)	None
Nasim Za'tari (Tr., 1227, PX3947)	No	Planned attack (PX3947)	None
Abdallah Sharbati (PX3944)	No	Dispatched bomber (PX3944)	None

### Summary

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: Plaintiffs have identified one Saudi Committee payment that was processed by the Bank and received by the an alleged “collaborator” in this attack more than *two years before* it was carried out.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.
- Plaintiffs have adduced no evidence suggesting Bank’s processing of this Saudi Committee payment instruction facilitated, much less caused, this attack.
- Plaintiffs have not adduced any evidence that this transfer instruction was processed by someone within the Bank with an “intent to harm someone” or with “knowledge” that by processing this payment the Bank was providing material support to Hamas.
- Plaintiffs have not adduced any evidence that the Bank’s processing of this transfer instruction involved “acts dangerous to human life” or appeared to be performed for the purpose of intimidating or coercing a civilian population.

### Conclusion

- No reasonable juror could conclude that the Bank’s financial services were a “but for” and proximate cause of this bombing. (Br., Point A.)
- No reasonable juror could conclude that the financial services identified by Plaintiffs with respect to this attack were provided by any Bank employee, officer or director with an “intent to harm someone” or with knowledge of providing material support to Hamas. (Br., Points B-C.)
- No reasonable juror could conclude that the Bank committed an “act of international terrorism” by processing the transfer identified by the Plaintiffs with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

<sup>15</sup> See also *supra* at XV (referencing same payment with respect to another attack) and XVIII (same).

**XXI. September 9, 2003 Cafe Hillel Bombing**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Ramez Abu Salim (Tr., 1228)	No	Suicide bomber (Tr., 1228)	None
Ibrahim Hamed (Shaked Slide 47)	No	Oversaw attack (Shaked Slide 47)	None
Salah Musa (Tr., 1231)	No	Planned attack (PX3987)	None
Bahij Badr (Tr., 1229)	No	Built bomb (Tr., 1229)	None
Ibrahim Musa (Shaked Slide 47)	No	Recruited bomber (Shaked Slide 47)	None
Faiz Mahu (Shaked Slide 47)	No	Coordinated attack (Shaked Slide 47)	None
Ahmad Ubeid (Shaked Slide 47)	No	Chose location and transported bomber (Shaked Slide 47)	None
Naal Ubeid (Shaked Slide 47)	No	Chose location and transported bomber (Shaked Slide 47)	None

**Summary**

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

**Conclusion**

- No reasonable juror could conclude that the Bank provided any financial service to the individuals who perpetrated this attack, much less any financial service that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XXII. October 22, 2003 Shooting Attack In Tel Romeida**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Rafiq Aqanibi (Tr., 1232)	No	Shooter (Tr., 1232)	None

**Summary**

- Financial services provided to the alleged gunman: None.
- Financial services provided to the alleged accomplices: N/A.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: N/A.

**Conclusion**

- No reasonable juror could conclude that the Bank provided any financial service to anyone connected with this attack, much less any financial service that was a “but for” and proximate cause of this shooting. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XXIII. January 29, 2004 Bus No. 19 Bombing In Jerusalem**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Ali Ja'ara (Tr., 1240)	No	Suicide bomber (Tr., 1240)	None
Nufal Adawin (Tr., 1239)	No	Prepared bomber for first failed attempt (Tr., 1239)	None
Muhammad Nashash (Tr., 1239)	No	Prepared first explosive belt (Tr., 1239) <sup>16</sup>	None
Muhammad Ma'ali (AAMB) (Shaked Slide 51)	No	Driver	Irrelevant
Ali Abu Hail (AAMB) (Shaked Slide 51)	No	Explosive expert	Irrelevant

<sup>16</sup> Shaked agreed that the explosive device made by Adawin and Nashash was not the device used to carry out this attack. Tr., 1293-94. Rather, the explosive device used in this attack was constructed by the al-Aqsa Martyrs Brigade, who also transported the bomber to the site of the attack. *Id.*



Abd al-Rahman Maqdad (AAMB) (Shaked Slide 51)	No	Built second bomb	Irrelevant
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**Summary**

- Financial services provided to the alleged bomber: None.
- Financial services provided to the alleged accomplices: None.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: None.

**Conclusion**

- No reasonable juror could conclude that the Bank provided any financial service to the individuals who perpetrated this attack, much less any financial service that was a “but for” and proximate cause of this bombing. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point A.)
- The Bank is entitled to judgment against all claims arising from this attack.

**XXIV. September 24, 2004 Mortar Strike In Neve Dekalim**

<u>Name</u>	<u>U.S.-Terrorist Designation (OFAC List)</u>	<u>Alleged Role In Attack</u>	<u>Arab Bank Transfer</u>
Perpetrator(s) and accomplice(s) are unknown (Tr., 1321.)	N/A	N/A	None

**Summary**

- Financial services provided to the alleged perpetrator(s): N/A.
- Financial services provided to the alleged accomplices: N/A.
- Financial services provided to the alleged relatives of individuals allegedly involved in this attack: N/A.

**Conclusion**

- No reasonable juror could conclude that the Bank provided any financial service to the unknown individuals who perpetrated this attack, much less any financial service that was a “but for” and proximate cause of this rocket attack. (Br., Point A.)
- It follows *a fortiori* that no reasonable juror could conclude that any Bank employee, officer or director acted with an “intent to harm someone” or with knowledge of providing material support to Hamas in connection with this attack. (Br., Points B-C.)
- It also follows *a fortiori* that no reasonable juror could conclude that the Bank committed an “act of international terrorism” with respect to this attack. (Br., Point D.)
- The Bank is entitled to judgment against all claims arising from this attack.