

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

KEVIN J. MURRAY,

Plaintiff,

v.

HENRY M. PAULSON, JR., in his
official capacity as Secretary, U.S.
Department of Treasury; **BOARD OF
GOVERNORS OF THE FEDERAL
RESERVE SYSTEM,**

Defendants.

Case No.

COMPLAINT

[FIRST AMENDMENT TO THE
UNITED STATES CONSTITUTION]

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Counsel for Plaintiff

Plaintiff Kevin J. Murray ("Plaintiff"), by and through his undersigned counsel, brings this Complaint against the above-named Defendants, their employees, agents, and successors in office, and in support thereof alleges the following upon information and belief:

INTRODUCTION

1. This civil rights action challenges that portion of the “Emergency Economic Stabilization Act of 2008” (or “Act”) (12 U.S.C. § 5201 et seq.) enacted by the United States Congress pursuant to Congress’ taxing and spending power that appropriated \$40 billion in taxpayer money to fund and financially support the United States government’s majority ownership interest in American International Group, Inc. (“AIG”), which engages in Shariah-based Islamic religious activities that are anti-Christian, anti-Jewish, and anti-American. The use of these taxpayer funds to approve, promote, endorse, support, and fund these Shariah-based Islamic religious activities violates the Establishment Clause of the First Amendment to the United States Constitution.

2. This action also challenges the United States government’s broad policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant financial products and business plans, such as Takaful Insurance. This governmental policy and practice conveys a message of endorsement and promotion of Shariah-based Islam and its religious beliefs and an accompanying message of disfavor of and hostility toward Christianity and Judaism and their religious beliefs in violation of the Establishment Clause.

3. As our history reveals, this Nation was founded upon values that acknowledge the importance of religion, respect for the right of conscience, and respect for the free exercise of religion. These values, which are Christian values, are enshrined in the religion clauses of the First Amendment.

4. The Shariah-based Islamic religious practices and activities that the government-owned AIG engages in—activities that are funded and financially supported by American taxpayers,

including Plaintiff, who is forced to contribute to them—are antithetical to our Nation’s values, customs, and traditions with regard to religious liberty, religious tolerance, and the proscriptions of the First Amendment. These government-funded activities not only convey a message of disfavor of and hostility toward Christians, Jews, and those who do not follow or abide by Islamic law based on the *Quran* or the teachings of the Prophet Mohammed, but they also embody actual commercial practices which are pervasively sectarian and which disfavor Christians, Jews, and other “infidels,” including Americans.

5. The Act and the policies, practices, and actions of Defendants with regard to Shariah-compliant finance as set forth in this Complaint send a message to those who are non-adherents to Shariah-based Islam that they are outsiders, not full members of the political community, and an accompanying message to those who are adherents to Shariah-based Islam that they are insiders, favored members of the political community.

6. This case seeks to protect fundamental constitutional rights and uphold the values expressed in the religion clauses of the First Amendment. It is brought under the Establishment Clause, challenging the disbursement of public funds to (and the concomitant federal government’s ownership of) AIG made in the exercise of Congress’ taxing and spending power. It is also a constitutional challenge to the United States government’s policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance, which itself conveys a message of endorsement and promotion of Shariah-based Islam and its religious beliefs.

7. Plaintiff seeks a declaration that Defendants violated his clearly established constitutional rights as set forth in this Complaint; a declaration that Congress’ disbursement of public funds to

AIG violated the Establishment Clause; a declaration that Defendants' policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance violates the Establishment Clause; a declaration that the United States government's ownership interest in and use of taxpayer money to financially support AIG and its Takaful Insurance business, which is pervasively sectarian, violate the Establishment Clause; and a permanent injunction enjoining the impermissible disbursement of public funds to AIG, enjoining the United States government's ownership interest in AIG's pervasively sectarian businesses, and enjoining Defendants' policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance. Plaintiff also seeks an award of attorney fees and costs pursuant to 28 U.S.C. § 2412 (the Equal Access to Justice Act), and other applicable laws.

JURISDICTION AND VENUE

8. This action arises under the First Amendment to the United States Constitution. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1331.

9. Plaintiff's claims for declaratory and injunctive relief are authorized by 28 U.S.C. §§ 2201 and 2202, by Rules 57 and 65 of the Federal Rules of Civil Procedure, and by the general legal and equitable powers of this Court.

10. Venue is proper under 28 U.S.C. § 1391(e) because this is the judicial district in which Plaintiff resides.

PLAINTIFF

11. Plaintiff Kevin J. Murray is a United States citizen, a resident of Washtenaw County, Michigan, a federal taxpayer, and a devout Catholic. Plaintiff is also a former U.S. Marine who served honorably in harm's way to defend our country against Islamic terrorists.

12. On September 11, 2001, Islamic terrorists, guided by fundamental principles of Shariah-mandated *jihad* against “infidels,” attacked U.S. soil and killed thousands of innocent American civilians. Shortly thereafter, the United States went on the offensive by engaging Islamic terrorists overseas in Iraq and in Afghanistan. As in the past when our Nation faced a foreign threat to its national security, American service men and women were called to action. Plaintiff Murray answered the call.

13. From March 2003 to October 2003, Plaintiff was deployed overseas in support of Operation Enduring Freedom and Operation Iraqi Freedom. During this time, Plaintiff served as a Marine infantryman and was tasked with providing security for vital refueling and arming points throughout the initial combat phase of the war. These duties consisted of countless and stressful hours devoted to convoy security, manning perimeter defensive positions, and conducting combat patrols in hostile enemy territory in numerous locations throughout southern Iraq.

14. Later in his deployment, Plaintiff was tasked with providing anti-terrorism defenses for Camp Commando, Kuwait—the hub of Marine Corps operations throughout the Iraqi theater.

15. As a Christian, a federal taxpayer, and a former U.S. Marine veteran of the war against Islamic terrorism, Plaintiff objects to and is harmed by the appropriation and disbursement of public funds to AIG and being forced as a taxpayer to contribute to the propagation of Islamic beliefs and practices predicated upon Shariah law, which is hostile to his religious beliefs and practices and which forms the basis for the global jihadist war against the West and the United States in particular. Plaintiff also objects to and is harmed by the United States government’s policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-

compliant finance as set forth in this Complaint. The government's endorsement of Islamic law sends a message to Plaintiff, who is a non-adherent to Islam, that he is an outsider, not a full member of the political community, and an accompanying message to those who are adherents to Islam that they are insiders, favored members of the political community.

DEFENDANTS

16. Defendant Henry M. Paulson, Jr. is the Secretary of the United States Department of Treasury. At all times relevant herein, Defendant Paulson was charged by Congress with administering the Act, including the "Troubled Assets Relief Program" (12 U.S.C. § 5211). Defendant Paulson is also responsible for creating, adopting, and implementing the United States government's policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance. Defendant Paulson is sued in his official capacity.

17. Defendant Board of Governors of the Federal Reserve System (the "Fed") is an agency of the United States government. At all times relevant herein, the Fed was acting as an instrument of the United States government. The Fed is also responsible for adopting and implementing the United States government's policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance.

18. The Fed was created by and derives its authority from Congress. According to the Fed, it is charged with, *inter alia*, "maintaining the stability of the financial system and containing systemic risk that may arise in financial markets." Pursuant to its congressional authority, in September 2008 the Fed expended federal taxpayer funds to acquire a majority (79.9%) ownership interest in AIG on behalf of the United States government, thereby creating a

sufficiently close nexus between the federal government and AIG so that the actions of AIG may be fairly treated as those of the federal government itself.

19. By acquiring a majority ownership interest in AIG, maintaining a vested interest in the success of AIG, and standing to profit from that success, the United States government now exercises such coercive power or provides such significant encouragement, overtly and covertly, that in law the choices of AIG are deemed to be those of the federal government.

STATEMENT OF FACTS

20. Pursuant to its authority under the taxing and spending clause of Article I, section 8 of the United States Constitution, Congress passed the “Emergency Economic Stabilization Act of 2008” (12 U.S.C. § 5201 et seq.), which is an express congressional mandate and a specific congressional appropriation to expend taxpayer funds. The Act took effect on October 3, 2008.

21. The Act authorizes Defendant Paulson to establish the Troubled Asset Relief Program (or “TARP”) (12 U.S.C. § 5211) “to purchase, and to make fund commitments to purchase, troubled assets from any financial institution.” As defined by the Act (12 U.S.C. § 5202), the term “financial institution” means, *inter alia*, “any institution, including, but not limited to, any bank, savings association, credit union, security broker or dealer or insurance company, established and regulated under the laws of the United States . . . and having significant operations in the United States.” According to the Act, the term “troubled assets” means, *inter alia*, “any other financial instrument that [Defendant Paulson], after consultation with the Chairman of the Board of Governors of the Federal Reserve System [the Fed], determines the purchase of which is necessary to promote financial market stability, but only upon transmittal of such determination, in writing, to the appropriate committees of Congress.”

22. Pursuant to the Act, Congress authorized and directed Defendant Paulson to expend \$40 billion in taxpayer funds to purchase preferred stock in AIG, which further supports and funds the United States government's earlier acquisition of a 79.9% ownership position in AIG.

23. The Act seeks to "maximize[] overall returns to the taxpayers of the United States." (12 U.S.C. § 5201). Consequently, as an owner of AIG, the United States government has a vested interest in ensuring the success of AIG and stands to profit by that success, thus creating an excessive government entanglement with the activities of AIG.

24. By financially supporting and funding its ownership interest in AIG with \$40 billion in taxpayer money, maintaining a vested interest in the success of AIG, and standing to profit from that success, Defendant Paulson and the United States government have insinuated themselves into a position of interdependence with AIG so that they are in effect joint participants in the challenged activities of AIG. Consequently, as a result of the Act and in conjunction with the federal government's prior ownership interest, Defendant Paulson and the United States government have created a symbiotic relationship with AIG such that AIG's activities can be fairly attributed to the federal government.

25. The Act provides no mechanism by which Defendant Paulson, the Fed, or any other officer or agency of the federal government could police the expenditure of taxpayer funds to ensure that they are not being used for an impermissible purpose, such as funding Islamic beliefs and practices as set forth in this Complaint.

26. AIG employs consolidated financing; all of its funds are fungible and they flow through a single port. Therefore, all funds going to AIG, including those public funds appropriated by Congress pursuant to the Act, are used to financially support all of AIG's activities, including its

Islamic religious activities. Consequently, taxpayer money is being used to directly fund and financially support Islamic religious activities.

27. AIG engages in Shariah-compliant financing, which subjects certain financial activities, including investments, to the dictates of Islamic law and the Islamic religion. This specifically includes any profits or interest obtained through such financial activities.

28. An example of Shariah-compliant financing offered by AIG is Takaful Insurance plans. According to AIG, Takaful Insurance is “[i]nsurance that avoids prohibited elements in accordance with the Sharia law.” According to AIG, its Takaful products are Islamic because, *inter alia*, AIG “do[es] not invest in anything that is haram” and it “do[es] not borrow, lend or enter into any financial transaction that is unIslamic.” According to AIG, “haram” is “[p]rohibited elements in Islam according to Sharia.”

29. The Takaful Insurance business of AIG is pervasively sectarian. Its secular purposes and its Shariah-based Islamic religious mission are inextricably intertwined. Consequently, federal aid in the form of taxpayer funds is flowing directly to a pervasively sectarian entity.

30. According to AIG, it is “expanding its scope and vision to global proportions providing a range of Takaful products, including property & casualty, energy, accident & health, financial lines, motor, [and] personal contents just to name a few. The phenomenal growth of the Takaful market is something that [AIG] as a market leader recognize[s].” AIG’s Shariah-compliant financing “benefit[s] from AIG’s disciplined global underwriting and standards and 89 years of experience in delivering innovative insurance solutions to the international community through a network that currently spans more than 130 countries and jurisdictions, reaching 74 million customers.” AIG has a “global expansion strategy” for its Shariah-compliant financing.

31. According to a December 2008 AIG news release, AIG has introduced “a series of Shari’ah-compliant (Takaful) product offerings in the U.S.” These “newly announced Takaful products are compliant with key Islamic finance tenets.”

32. In the December 2008 news release, AIG states, “The introduction of Takaful products in the U.S. represents an important and emerging growth opportunity for AIG Commercial Insurance.” Citing Ernst & Young’s 2008 World Takaful Report in the news release, AIG claims that “Takaful was estimated to be a \$5.7 billion market globally with over 130 providers in 2006. The Takaful market is estimated to be in excess of \$10 billion by 2010.”

33. Consequently, AIG’s Shariah-compliant financing is benefitting directly from federal taxpayer funds.

34. Shariah, while often referred to as Islamic law, is considered by Islamic religious authorities to be the divine law of Allah which is articulated directly to man through the *Quran* and indirectly through the canonical stories of Mohammed’s life as told through the *aHadith* (plural of *Hadith*). AIG describes “Sharia” as “Islamic law based on *Quran* and the teachings of the Prophet (PBUH).” The “teachings of the Prophet” are a reference to the canonized *aHadith*.

35. The *Quran* is considered by Islam to be the perfect expression of Allah’s will for man. Every word is considered perfect and unalterable except and unless altered by some subsequent word of Allah. The *aHadith*—stories of Mohammed’s life and behavior—are also considered binding authority of how a Muslim must live.

36. Islam holds that Allah is the sole true sovereign. He revealed to Mohammed all matters of life, politics, and religious law. Consequently, the religion of Islam is not merely one segment of life; it regulates life completely, from the social and the political to the diplomatic, economic,

and military. This combination of religion and politics as one is the foundation of Islam, an inseparable political/religious doctrine of Islamic governments, and the basis of Muslim loyalties. In this respect, the theo-political doctrine of Islam is contrary to the dictates of the First Amendment's religion clauses.

37. As explained by two international authorities of Shariah-compliant finance, Mervyn K. Lewis, a professor of finance in Australia, and Latifa M. Algaoud, a senior official in the Bahrain Ministry of Finance, in their collaborative work, *Islamic Banking*:

Since Islamic law reflects the will of [Allah] rather than the will of a human lawmaker, it covers all areas of life and not simply those which are of interest to a secular state or society. It is not limited to questions of belief and religious practice, but also deals with criminal and constitution [sic] matters, as well as many other fields which in other societies would be regarded as the concern of the secular authorities. In an Islamic context there is no such thing as a separate secular authority and secular law, since religion and state are one. Essentially, the Islamic state as conceived by orthodox Muslims is a religious entity established under divine law.

38. In Shariah-based Islam's view, the world and mankind are divided into two irreconcilable groups: *Dar Al Islam*, the house of Islam, which is made up of adherents to Islam and where Islamic law rules; and *Dar Al Harb*, the house of war, which is made up of nonadherents and where "infidels" (known as *kuffars*, or nonbelievers) live. Included among the "infidels" are Christians and Jews.

39. According to Shariah-based Islamic teaching, all people will one day accept Islam or submit to its rule. The *Quran* commands, "Fight them until all opposition ends and all submit to Allah." (Quran 8:39).

40. *Jihad* is another component of the theo-political doctrine of Shariah. It is considered a communal religious duty for all Muslims throughout the world. The *Quran* informs its followers

that there is always a holy war being waged, and instructs them to participate. For example, the *Quran* sura 9:29 commands adherents of Islam to “fight against those who do not believe in God or the judgment day, who permit what God and his messenger have forbidden, and who refuse allegiance to the true faith.” This *Quranic* verse is codified as normative law among all extant schools of Islamic jurisprudence.

41. The objective of *jihad* is not only to convert people to Islam, but also to gain political control and exercise Islamic authority over a population so that society lives and abides by the principles of Islam—that is, so that society ultimately becomes Shariah compliant.

42. Compliance with Shariah with regard to war, politics, or financial matters is achieved by having a Shariah authority issue a *fatwa* or legal ruling which mandates a certain behavior or in the case of Shariah-compliant finance, approves the particular investment or type of financial transaction.

43. The role of the Shariah authorities is central to all Shariah adherents. As explained by Professors Frank Vogel and Samuel Hayes, two of the leading experts and proponents of Shariah-compliant finance:

Islamic legal rules encompass both ethics and law, this world and the next, church and state. The law does not separate rules enforced by individual conscience from rules enforced by a judge or by the state. Since scholars alone are capable of knowing the law directly from revelation, laypeople are expected to seek an opinion (*fatwa*) from a qualified scholar on any point in doubt; if they follow that opinion sincerely, they are blameless even if the opinion is in error.

44. With the aid of public funds provided by the Act, AIG employs a “Shariah Supervisory Committee,” which is comprised of the following members: Sheikh Nizam Yaquby from Bahrain, Dr. Mohammed Ali Elgari from Saudi Arabia, and Dr. Muhammed Imran Ashraf Usmani from Pakistan. Dr. Usmani is the son, student, and dedicated disciple of Mufti Taqi

Usmani, who is the leading Shariah authority for Shariah-compliant finance in the world and the author of a book translated into English in 1999 that includes an entire chapter dedicated to explaining why a Western Muslim must engage in violent *jihad* against his own country or government.

45. According to AIG, the role of its Shariah authority “is to review our operations, supervise its development of Islamic products, and determine Shariah compliance of these products and our investments.”

46. Shariah compliance in financing is achieved by the avoidance of interest, risk (typically understood as uncertainty or speculation), and certain types of prohibited industries (relating to activities considered *haram* or “forbidden,” such as the pork and alcohol-beverage industries, pornography, gambling, interest-based financing, and industries supporting the United States military). According to AIG, its Shariah-compliant subsidiary does not enter into any financial transaction that is “unIslamic.”

47. Shariah compliance also includes a focus on “purification,” which has two separate elements. One element of this “purification” is a form of obligatory charitable contribution called *zakat*, which is considered a spiritual purification. *Zakah* (sometimes referred to as *zakat*), which literally means purification, is a form of religious tax for assisting, *inter alia*, those that “struggle [*jihad*] for Allah.” The amount is between 2.5% and 20%, depending upon the source of the wealth.

48. The *zakat* religious tax is used to financially support Islamic “charities,” some of which have ties to terrorist organizations that are hostile to the United States and all other “infidels,” which includes Christians and Jews. The Holy Land Foundation for Relief and Development,

recently convicted for providing material support to Islamic terrorist organizations, is an example of an Islamic “charity” that qualifies for receipt of the *zakat*. A Catholic charity, however, is not qualified to receive this religious tax because Catholicism is considered *kufir* or idol worship, which is a far more serious “crime” under Islamic law than even pornography.

49. As a direct consequence of the taxpayer funds appropriated and expended by the Act to purchase and financially support AIG, the United States government is now the owner of a corporation engaged in the business of collecting religious taxes to fund interests adverse to the United States, Christians, Jews, and all other “infidels” under Islamic law.

50. The other “purification” element is the purification of a Shariah-compliant investment or financial transaction that has been tainted with forbidden revenue, whether from interest, illicit speculation, or a forbidden commercial enterprise, such as the pork industry or an industry that supports the United States military. In this latter meaning of “purification,” the forbidden funds must be disgorged by donating the money to an acceptable Islamic “charity,” but this charitable donation will not count toward a Muslim investor’s *zakat* requirement. Acceptable Islamic “charities” necessarily exclude any Christian or Jewish charity.

51. Shariah compliance requires strict adherence to Islamic law; it is not “moderate” in its application of the dictates of Islam as set forth in the *Quran* and the *Hadith*.

52. In addition to the government funding and owning of AIG through the appropriation and expenditure of taxpayer funds, Defendant Paulson has adopted on behalf of the United States government a broad policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance. This policy and practice has been adopted by the Fed, and it was implemented through the federal government’s ownership of AIG.

53. In November 2008, Defendant Paulson sponsored a “forum” for the staffs from U.S. banking regulatory agencies, Congress, the Department of the Treasury, and other parts of the Executive Branch. This governmental forum was conducted in association with the Islamic Finance Project from Harvard Law School and was directed toward government policy makers. The forum, entitled “Islamic Finance 101,” was a government approval, endorsement, and promotion of Shariah-compliant financing and thus a government endorsement of the Islamic religion and its beliefs.

54. This policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance is applicable throughout the United States government and its agencies.

CLAIM FOR RELIEF

(First Amendment—Establishment Clause)

55. Plaintiff hereby incorporates by reference all above-stated paragraphs.

56. By reason of the aforementioned Act, which was enacted by the United States Congress pursuant to Congress’ taxing and spending power, Congress appropriated taxpayer money and authorized Defendant Paulson to expend \$40 billion of this money to directly fund and financially support the government’s majority ownership interest in AIG and to directly fund and financially support Islamic religious activities. As a direct consequence of the Act, Defendant Paulson has authorized the use of taxpayer money to fund Islamic religious activities that are anti-Christian, anti-Jewish, and anti-American. The use of these taxpayer funds to approve, promote, endorse, support, and fund Islamic religious activities and practices that are hostile to

Christians, Jews, and other “infidels” violates the Establishment Clause of the First Amendment to the United States Constitution.

57. Defendants’ policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance as set forth in this Complaint violates the Establishment Clause.

58. The United States government’s ownership interest in AIG, which includes AIG’s Takaful Insurance, a pervasively sectarian business, violates the Establishment Clause.

59. The use of taxpayer money to directly fund and financially support AIG’s Takaful Insurance, a pervasively sectarian business, violates the Establishment Clause.

60. The appropriation and expenditure of taxpayer funds to AIG pursuant to the Act and the policies and practices of Defendants with regard to Shariah-compliant finance as set forth in this Complaint send a message to Plaintiff, who is a non-adherent to Islam, that he is an outsider, not a full member of the political community, and an accompanying message to those who are adherents to Islam that they are insiders, favored members of the political community in violation of the Establishment Clause.

61. The appropriation and expenditure of taxpayer funds to AIG pursuant to the Act and the policies and practices of Defendants with regard to Shariah-compliant finance as set forth in this Complaint lack a valid secular purpose, have as their primary effect the advancement of the Islamic religion, and require excessive entanglement between the federal government and the Islamic religion in violation of the Establishment Clause.

62. As a direct and proximate result of Defendants' violation of the Establishment Clause of the First Amendment, Plaintiff has suffered irreparable harm, including the loss of his constitutional rights, entitling him to declaratory and injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks this Court:

A) to declare that Defendants violated the Establishment Clause of the First Amendment to the United States Constitution as set forth in this Complaint;

B) to declare that Congress' disbursement of public funds to AIG pursuant to the Act violated the Establishment Clause of the First Amendment to the United States Constitution as set forth in this Complaint;

C) to declare that Defendants' policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance violates the Establishment Clause of the First Amendment to the United States Constitution as set forth in this Complaint;

D) to declare that the United States government's majority ownership interest in AIG violates the Establishment Clause of the First Amendment to the United States Constitution as set forth in this Complaint;

E) to permanently enjoin the improper disbursement of public funds to AIG as set forth in this Complaint;

F) to permanently enjoin Defendants' policy and practice of approving, endorsing, promoting, funding, and supporting Shariah-compliant finance as set forth in this Complaint;

G) to permanently enjoin the United States government's improper ownership interest in AIG as set forth in this Complaint;

H) to award Plaintiff his reasonable attorney fees, costs, and expenses pursuant to 28 U.S.C. § 2412 (the Equal Access to Justice Act), and other applicable law;

I) to grant such other and further relief as this Court should find just and proper.

Respectfully submitted,

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/s/ Robert J. Muise

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