

that none of that was true. Instead, Tigers has learned that Artemis' subcontractor is an established Dubai corporation, the cargo was never lifted to anyone, the cargo never entered

Pakistan, Artemis never paid a dime to its subcontractor, and neither O'Brien nor anyone from Artemis ever met with anyone in Pakistan about the cargo. Artemis and O'Brien have ignored numerous attempts by Tigers and Artemis' subcontractor to contact them. Artemis and O'Brien have defrauded Tigers of \$159,052.76, and their misconduct has led to consequential damages and costs. Moreover, Artemis' subcontractor will not release the cargo until it receives payment.

PARTIES

Tigers is a global logistics and transportation company that specializes in providing

6. In this case, every issue of law and fact is wholly between citizens of different states.

7. In the case, the amount in controversy, exclusive of fees, interests or costs exceeds \$75,000.

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332.

9. Artemis transacts business within the State of Virginia on a substantial and continuous basis.

10. This Court has personal jurisdiction over Artemis under Virginia Code §8.01-328.1(A)(1) because Artemis has transacted business in this judicial district. Target also has

Moves.

16. After Move 1 was completed, Tigers learned that the Move 2 cargo was not delivered.

17. When Tigers asked Artemis about the status of the Move 2 cargo, Artemis revealed that Artemis had hired subcontractors to perform the LBG Moves and that the subcontractors were holding the Move 2 cargo in Pakistan until they were paid for Move 1

24. On March 14, 2014, Artemis represented to Tigers that O'Brien travelled to Pakistan to meet with unidentified tribal "elders" to negotiate the release of the Move 2 cargo from the truckers.

25. On March 14, 2014, Artemis represented to Tigers that the truckers decided to retain the Move 2 cargo because Tigers' wire payment was too late and because the truckers came to believe that the Move 2 cargo was significantly more valuable than the debts owed for the trucking.

26. From mid-April 2014 through the present, Artemis ignored Tigers' repeated requests for information about the status of the Move 2 cargo and Tigers' payment to Artemis in the amount of \$159,052.76 for the purpose of paying Artemis' subcontractors.

27. Through its own investigation, Tigers has learned that Artemis' hired one subcontractor to perform the LBG Moves, which is a Dubai-based company called Ghazanfar

~~Company LLC "Ghazanfar"~~

28. Ghazanfar is holding the Move 2 cargo at its facilities in Afghanistan.

29. The Move 2 cargo was not gifted to anyone.

30. The Move 2 cargo never entered Pakistan.

31. O'Brien did not travel to Pakistan to meet with Ghazanfar.

32. Artemis did not travel to Pakistan to meet with Ghazanfar.

35. To date, Artemis has not conveyed to Ghazanfar any of the \$159,052.76 that

26. To date, Artemis has not conveyed to Ghazanfar any of the \$159,052.76 that

27. To date, Ghazanfar is holding the Mars 2 assets because Artemis has not paid

43. Artemis' false representation to Tigers that, if Tigers transferred \$159,052.76 to Artemis, Artemis would convey that money to Ghazanfar was made with intent to mislead Tigers.

44. Tigers reasonably relied upon Artemis' false representation to Tigers that, if
Tigers transferred \$159,052.76 to Artemis, Artemis would convey that money to Ghazanfar

45. In reasonable and good faith reliance upon Artemis' false representation to Tigers that, if Tigers transferred \$159,052.76 to Artemis, Artemis would convey that money to Ghazanfar, Tigers transferred \$159,052.76 to Artemis.

46. Artemis' false representations have caused Tigers to suffer actual and consequential damages, including, but not limited to \$244,427 sought by Ghazanfar, lost profits, expenditure of attorneys' fees and the costs of this lawsuit, deprivation of access to the Move 2 cargo, and a loss of goodwill with LBG.

COUNT II – UNJUST ENRICHMENT

47. Tigers incorporates and restates the allegations set forth in Paragraphs 1-46, as if

[REDACTED]

COUNT III – CONVERSION / CIVIL THEFT

52. Tigers incorporates and restates the allegations set forth in Paragraphs 1-51, as if fully alleged herein.

53. In reliance on Artemis' representation that Tigers owed \$150,052.76 to Chazen for [REDACTED]

COUNT IV – BREACH OF CONTRACT

58. Tigers incorporates and restates the allegations set forth in Paragraphs 1-57, as if fully alleged herein.

59. The parties are sophisticated businesses that are familiar with contracts of the type at issue in this matter.

60. Tigers fully performed any and all of its obligations under the Contract.

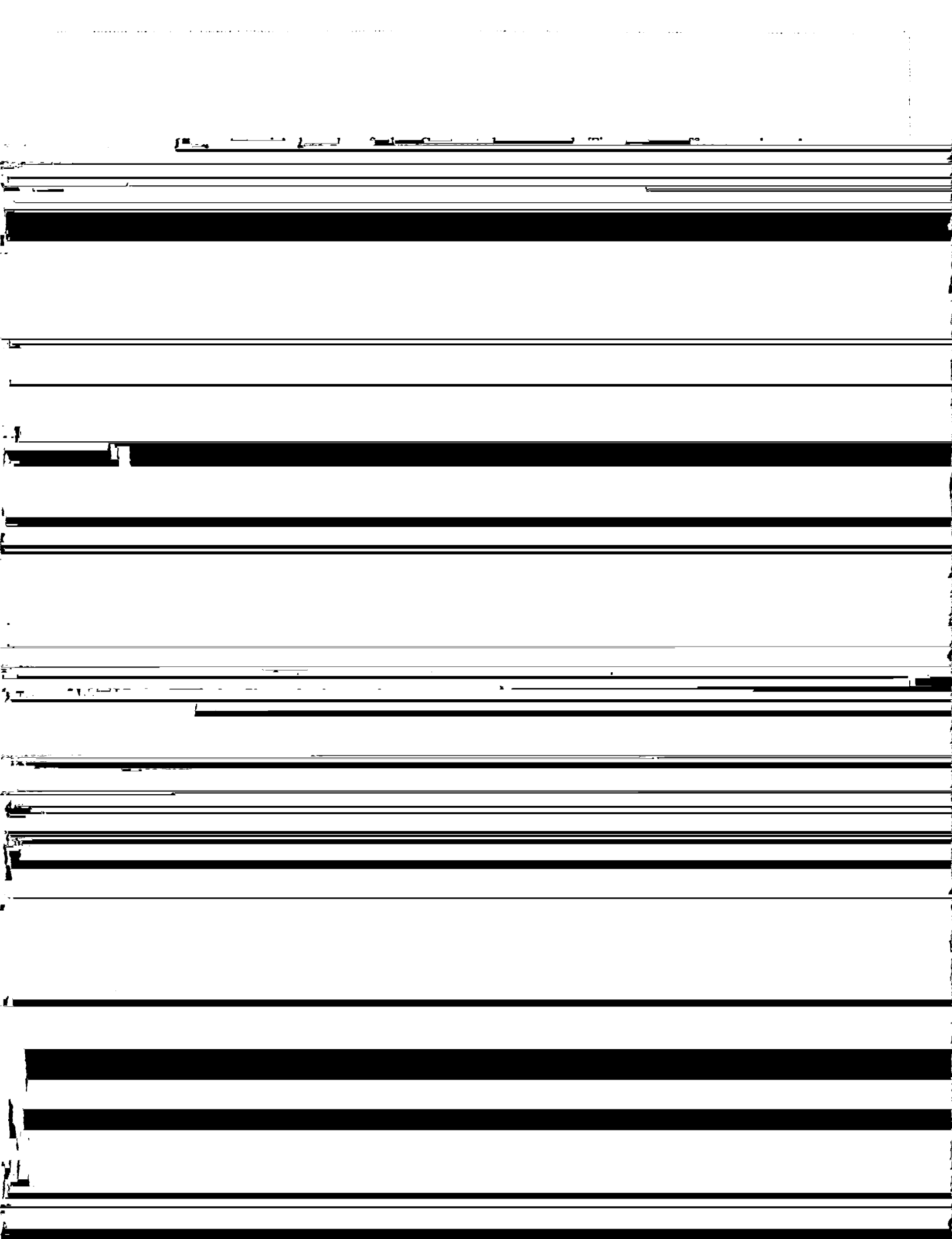
61. Under the terms of the Contract, Artemis was required to “render prompt services

of customs clearance and delivery for all individual shipments from [Tigers]... .” Exhibit 1, Section 3(b).

62. Under the terms of the Contract, “Both parties shall indemnify and hold each other harmless from any damage, delay, loss or expense regarding shipments caused by any alleged act of negligence, error, omission or misconduct by their officers, employees, [Artemis] and/or sub-contractors.” Exhibit 1, Section 10(c).

63. Artemis materially breached the Contract by failing to render prompt services of customs clearance and delivery for all individual shipments from Tigers.

64. Under the terms of the Contract, “The Parties agree to conduct business in such



74. Artemis, by its officers, employees, representatives and/or sub-contractors, has committed acts of, error, omission, or misconduct that has caused delay, loss and additional expense regarding LBG Moves.

and reality to warrant issuance of a declaratory judgment as to Tigers and Artemis' legal rights and relations.

76. This court possesses an independent basis for jurisdiction over Tigers and Artemis

D. Such further relief as the Court deems proper.

Dated: September 17, 2014

Respectfully submitted,



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