

EASTERN DISTRICT OF VIRGINIA

GLOBAL HUB LOGISTICS and
MASUD ROSHAN,

Civil Action No. 1:11-cv-01113

Plaintiffs,

vs.

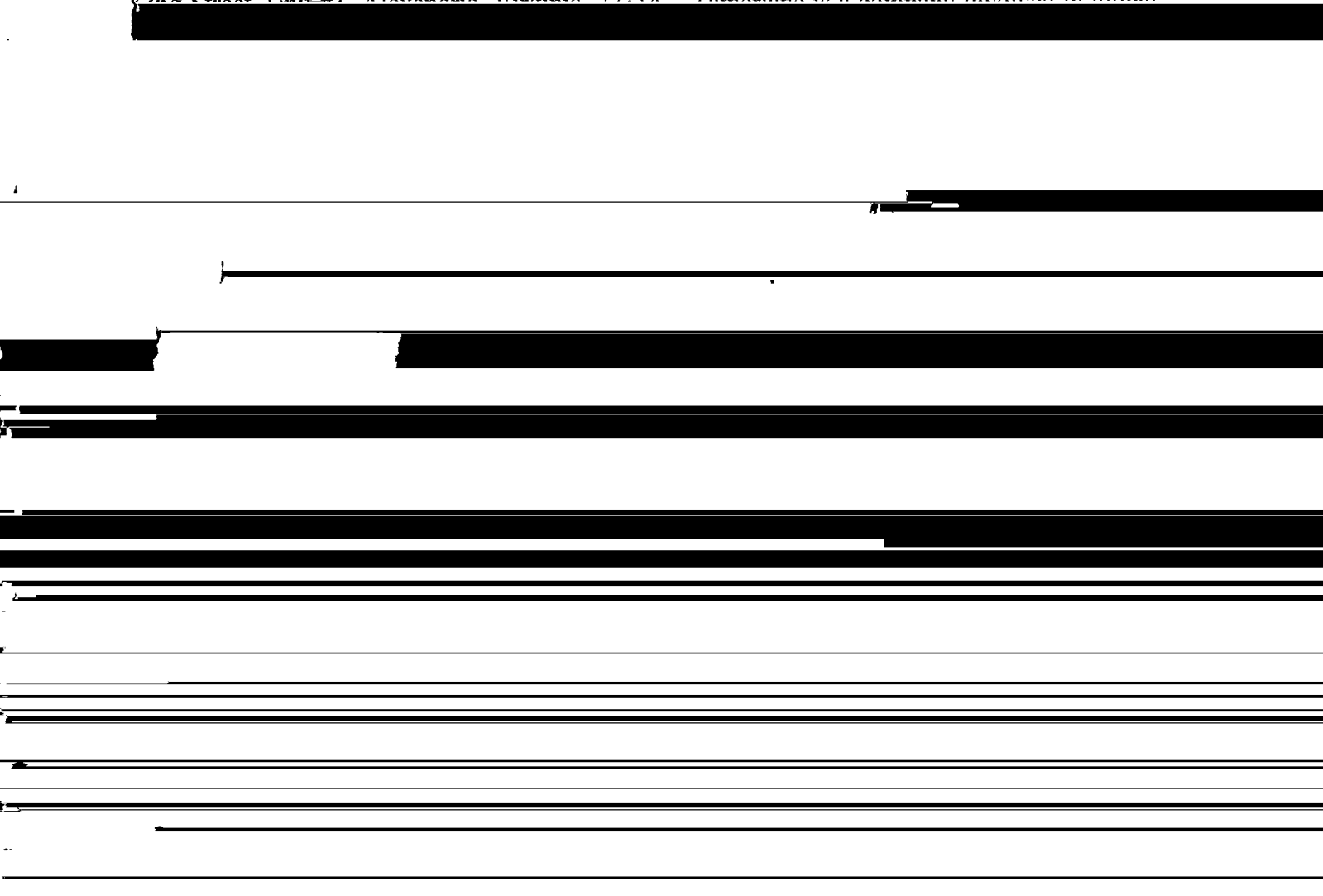
Virginia because Defendant Tamerlane Global Services, Inc. (“Tamerlane”) can be found in this District and this action cannot be brought in any other District.

PARTIES

4. Plaintiff Global Hub Logistics (“Global”) is a corporation organized and existing under the laws of the Islamic Republic of Afghanistan and is engaged as a sub-contractor for logistics services for the transport of goods and materials between Pakistan and Afghanistan on behalf of the U.S. military serving in the region.

5. Plaintiff Masud Roshan (“Roshan”, and together with Global, the “Plaintiffs”) is the President of Global.

6. Defendant Tamerlane is a Virginia Corporation with its registered offices at 1220 King Street, Unit #1, Alexandria, Virginia 22314. Tamerlane is a company involved in global



9. The U.S. Army's Surface Deployment and Distribution Command ("SDDC") is one of the military commands with responsibility to administer the movement of material into

and out of Afghanistan, including across the Afghanistan/Pakistan border.

10. The U.S. Department of Defense, through and as administered by SDDC, generally contracts with logistics suppliers to complete movements that SDDC requires.

11. To complete movements successfully across the Afghanistan/Pakistan border, a logistics supplier generally must obtain and maintain necessary approvals from both the U.S.

military and the appropriate governmental authorities in Afghanistan and/or Pakistan.

12. In addition to local approvals, movements in Afghanistan require local knowledge

14 Tamerlane does not hold any licenses or other approvals from Afghan authorities

to move equipment or even maintain offices in Afghanistan. Nor does Tamerlane have any relationships with Afghan tribes or tribal leaders, or with Afghan truckers. Thus, Tamerlane

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ... through the use of Global's services

[REDACTED]

[REDACTED]

[REDACTED]

25. For example, Tamerlane repeatedly misrepresented to Global that both Tamerlane and Global as well as a company owned by Roshan but which had nothing to do with the

Global/Tamerlane relationship, either had been or would be debarred from United States

_____ The _____ presentations were filed and were information and belief upon

PL

_____ In fact

mails are attached hereto as Exhibit A. Nonetheless, Tamerlane still made no payments to

30. Because Global terminated its relationship with Tamerlane, Tamerlane faced the prospect of breaching its contract with Liberty because it did not have legal authorization to complete transports into and out of Afghanistan. Rather than lose this contract or make alternative arrangements with another subcontractor, O'Brien instead authorized Tamerlane to

create counterfeit authorizations – which were in fact presented to US, Afghan and Pakistani authorities – showing that Tamerlane was still conducting business with Global and thus could continue to make shipments across the Afghanistan/Pakistan border. An example of one such

to pay the truck drivers and truck owners that it hired to transport goods and materials in

to pay the truck drivers and truck owners that it hired to transport goods and materials in

Tamerlane would likely result in legal actions by truckers against Global to recover payments

40. In the alternative, to the extent that Tamerlane did not foresee that its nonpayment (or its untimely payment) would result in legal actions by Afghan truckers against Global, it reasonably should have foreseen that outcome at the time it entered into contracts with Global.

41. Tamerlane failed and refused to make payment to Global as required by the contracts.

42. The foregoing actions constitute breaches by Tamerlane of its contracts with Global.

43. Global has been damaged as a direct and proximate result of Tamerlane's breaches of contract.

44. In addition, because Tamerlane foresaw or reasonably should have foreseen that

any non-payment would result in a legal claim against Global by truckers in Afghanistan, Tamerlane is liable for any costs that Global has incurred as a result of those actions.

**COUNT II. DEFAMATION
(Global and Roshan vs. Defendants)**

45. Plaintiffs reallege and repeat each and every allegation set forth in the preceding

addition, the statement accuses Global a criminal offense of moral turpitude – theft. It also

integrity in the performance of its duties. The allegation in the e-mail prejudices Global in its

Afghanistan, being served with a warrant by the police implies that one has done something

and by its nature prejudices someone in his or her business. Use

the statement implies that Roshan committed a criminal offense – the only reason that a Sheriff

The statement therefore accuses Dasher of a criminal offense of moral

EXHIBIT A

From: "Abdullah Ali Gharjy" <gharjy.a.ali@ghlogistics.com>
Date: Tuesday, August 09, 2011 5:06 PM
To: <jobrien@tamerlaneglobal.com>
Cc: <twilliams@tamerlaneglobal.com>; <masud.roshan@ghlogistics.com>; <sardarroshan@gmail.com>
Subject: RE: Demurrage Invoices
Jim,

As per my record and contacting SP agent in Chaman I got the confirmation that all units are already at the Karachi Port and well received.

Could you let us know the status of all payments ASAP

Regards

Abdullah Ali Gharjy
Director Of Operations

Afghan Cel: 00 93 794 920 288
00 93 706 163 559

_____ that _____ and could be delivered within a couple days to the Port. We do need the status

of cargo

_____ the time is more than a week. The export fee is _____

Regards

Abdullah Ali Gharjy
Director Of Operations

Afghanistan 00 93 794 970 988



Afghan Cel: 00 93 794 920 288
00 93 706 163 559



EXHIBIT B

MEZ/11192L03



DEPARTMENT OF THE ARMY
Bagram Detachment, 831st Transportation Battalion
Military Surface Deployment and Distribution Command



CERTIFICATE OF SERVICE

I, Jesse N. Silverman, hereby certify that on the 19th day of March 2012, I caused the foregoing Second Amended Complaint to be electronically filed with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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