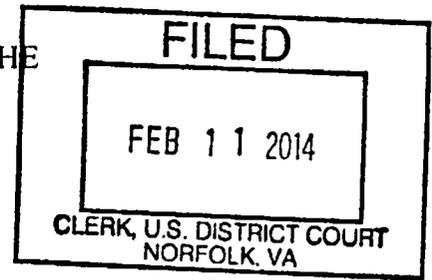


UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
Norfolk Division



STL EMIRATES LOGISTICS, LLC,  
Plaintiff,

v.

TAMERLANE GLOBAL SERVICES, INC.,  
Defendant.

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Case Number: 2:14cv51

**COMPLAINT**

COMES NOW plaintiff STL Emirates Logistics, LLC (“STL”), by and through undersigned counsel, and as and for its complaint against defendant Tamerlane Global Services, Inc. (“Tamerlane”), says as follows:

**Jurisdiction and Venue**

1. This Court has jurisdiction of this matter pursuant to 28 U.S.C. § 1332 in that plaintiff is a citizen of a foreign state, defendant is a corporation domiciled and doing business in Virginia, and the amount in controversy exceeds \$75,000.00.
2. Venue is proper within the Eastern District of Virginia because (a) the defendant resides within this District and (b) a substantial part of the events giving rise to the claims in this action occurred within this District. In the alternative, venue lies within the Eastern District of Virginia because defendant can be found within this District. In the alternative, the parties have agreed that venue is proper within this District.

**Parties**

3. Plaintiff STL is a limited liability company organized under the laws of United Arab Emirates, with offices in Dubai, United Arab Emirates. STL performs, *inter alia*,

transport and freight forwarding services into and out of Central Asia, including Kazakhstan.

4. Defendant Tamerlane is a Virginia corporation with its registered offices at 11710 Plaza America Drive, Suite 2000, Reston, Virginia 20190-4743. Tamerlane is a company involved in global logistics services.

#### **Facts**

5. Pursuant to a Master Services Agreement (“MSA”) (copy attached as Exhibit 1), Tamerlane contracted with STL for STL to provide project management, logistics, storage and warehousing, and customs and delivery services (“Services”) to Tamerlane to support Tamerlane’s needs in the Commonwealth of Independent States (“CIS”), Eastern Europe, and Turkey.
6. STL was to provide all Services to Tamerlane pursuant to individual Purchase Orders, each of which was a separate contract incorporating all the terms and conditions of the MSA.
7. STL negotiated payment terms with a Tamerlane employee who, on information and belief, was authorized to bind Tamerlane, on the following terms for cargo shipments that STL carried out for Tamerlane: 50% of the amount payable at the time the Purchase Order was sent to STL; 25% payable at the time the shipment crossed the border; and 25% payable when the shipment arrived at its destination.
8. Alternatively, the MSA required that Tamerlane pay STL within 30 days of the invoice date.
9. Tamerlane agreed to pay STL eight percent (8%) per annum for any payment not made within 30 days of its due date (MSA par. 6.2).

10. STL began providing Services to Tamerlane on or about March 12, 2012.
11. STL duly invoiced Tamerlane per the requirements of the MSA for each Purchase Order it fulfilled for Tamerlane.
12. Almost from the inception of STL's performance, Tamerlane breached its agreement with STL by failing to pay timely. Starting May 12, 2012, Tamerlane owed STL between \$79,285.00 and \$833,898.50.
13. On or about August 15, 2012, STL began demanding payment from Tamerlane in the face of Tamerlane's flagrant breaches of its payment obligations. At that point, Tamerlane owed STL \$452,670.50.
14. In retaliation for STL's assertion of its right to be paid, Tamerlane immediately and unjustifiably threatened to "report" STL, presumably to entities that would impact STL's ability to obtain business in the future.
15. In an attempt to induce STL to continue providing Services despite Tamerlane's breach, Tamerlane made various spurious promises to pay STL.
16. Tamerlane's promises to pay were either blatantly untrue or were intentionally designed to induce STL's continued performance despite Tamerlane's non-payment.
17. In fact, STL continued to perform in reliance on Tamerlane's promises to pay.
18. On December 9, 2012, STL's Director advised Tamerlane's President that she had received a telephone call from an American lawyer asking about whether Tamerlane was a reliable partner. The tone of Tamerlane's emails to STL became markedly more courteous and respectful after that email.
19. Tamerlane continued to reassure STL that it would pay. Nonetheless, Tamerlane failed to pay STL as it had agreed.

20. On or about December 19, 2012, Tamerlane issued a letter promising to pay STL the balance of all outstanding invoices “within the next two weeks.”
21. Tamerlane again failed to pay STL as promised and agreed.
22. On January 29, 2013, Tamerlane’s Senior Counsel promised STL that Tamerlane would pay “any amounts owed to STL,” emphasizing that “[t]here is no dispute that I am aware of.”
23. On February 2, 2013, Tamerlane again promised to pay STL as agreed, saying that it “did not deny that we owe you [STL] these funds.”
24. As of the date hereof, Tamerlane has not paid STL as agreed.
25. The MSA entitles the prevailing or substantially prevailing party to an award of attorneys’ fees and costs in any dispute to enforce the terms of the MSA.

**COUNT 1**  
**BREACH OF CONTRACT**  
**MASTER SERVICES AGREEMENT AND PURCHASE ORDERS**

26. The averments of the preceding paragraphs are incorporated as if fully set forth herein.
27. The MSA and Purchase Orders are valid agreements between Tamerlane and STL.
28. STL duly provided Services to Tamerlane as agreed under the MSA and Purchase Orders.
29. Tamerlane does not dispute nor deny that it owes STL the monies for the Services.
30. Nonetheless, Tamerlane has failed to pay STL for the Services, without justification.
31. Tamerlane’s failure to pay STL is a breach of its agreements with STL.
32. STL has been damaged as a direct and proximate result of Tamerlane’s breaches.

WHEREFORE, STL prays that this Court enter judgment against Tamerlane and in favor of STL in the amount of \$203,094.80 (Two Hundred Three Thousand Ninety Four and 80/100 Dollars) or such other amount as may be proved at trial, for reasonable attorneys' fees and costs, for interest on all unpaid balances at the contract rate of eight percent (8%), for post-judgment interest at the statutory rate, and for such other and further relief as may appear to the Court to be just and proper.

**COUNT 2**  
**BREACH OF CONTRACT**  
**PROMISES TO PAY**

33. The averments of the preceding paragraphs are incorporated as if fully set forth herein.
34. Tamerlane's promises to pay STL, separate and apart from the MSA and Purchase Orders, are valid agreements between Tamerlane and STL.
35. STL duly provided Services to Tamerlane in reliance on those agreements.
36. Tamerlane does not dispute nor deny that it owes STL the monies for the Services.
37. Nonetheless, Tamerlane has failed to pay STL for the Services, without justification.
38. Tamerlane's failure to pay STL is a breach of its agreements with STL.
39. STL has been damaged as a direct and proximate result of Tamerlane's breaches.

WHEREFORE, STL prays that this Court enter judgment against Tamerlane and in favor of STL in the amount of \$203,094.80 (Two Hundred Three Thousand Ninety Four and 80/100 Dollars) or such other amount as may be proved at trial, for reasonable attorneys' fees and costs, for post-judgment interest at the statutory rate, and for such other and further relief as may appear to the Court to be just and proper.

**COUNT 3**  
**UNJUST ENRICHMENT**

40. The averments of the preceding paragraphs are incorporated as if fully set forth herein.
41. STL conferred benefits on Tamerlane by providing the Services.
42. STL conferred this benefit at Tamerlane's request, and with Tamerlane's full knowledge and consent.
43. Tamerlane has failed to pay for the value of the benefit that STL conferred upon it.
44. It would be unjust and inequitable for Tamerlane to retain the benefit that STL has conferred upon Tamerlane without Tamerlane paying the value of those benefits.

WHEREFORE, STL prays that this Court enter judgment against Tamerlane and in favor of STL in the amount of \$203,094.80 (Two Hundred Three Thousand Ninety Four and 80/100 Dollars) or such other amount as may be proved at trial, for reasonable attorneys' fees and costs, for post-judgment interest at the statutory rate, and for such other and further relief as may appear to the Court to be just and proper.

**Jury Demand**

Plaintiff hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

**THE FEDERAL PRACTICE GROUP**



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Attorneys for Plaintiff STL Emirates Logistics, LLC

**Verification**

I hereby swear under penalties of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information and belief.



Elena Yusupova  
Managing Director  
STL Emirates Logistics, LLC

