

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA**

GLOBAL HUB LOGISTICS and
MASUD ROSHAN,

Civil Action No. 1:11-cv-01113

Plaintiffs,

vs.

TAMERLANE GLOBAL SERVICES, INC.,

and

JAMES M. O'BRIEN,

Defendants.

SECOND AMENDED COMPLAINT

COME NOW the Plaintiffs, Global Hub Logistics and Masud Roshan, through their undersigned attorneys, and for their Complaint respectfully state as follows:

1. This is an action for breach of contract and defamation. The gravamen of these claims regards the payment of funds to logistics suppliers in Afghanistan, the wrongful retention of those funds, and efforts to smokescreen such conduct through patently false statements to Plaintiffs' relevant business community, primarily in Afghanistan.

JURISDICTION AND VENUE

2. This case falls within the Court's diversity jurisdiction pursuant to Title 28 of the United States Code, Section 1332 because the plaintiffs are citizens or subjects of a foreign state, defendants are citizens of Virginia, and the amount in controversy exceeds \$75,000.00.

3. Venue lies within the Eastern District of Virginia because (a) both defendants reside within this District and (b) a substantial part of the events giving rise to the claims in this action occurred in this District. In the alternative, venue lies within the Eastern District of

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 logistics services. Tamerlane contracted with Global to facilitate the shipment of goods and materials shipments between Pakistan and Afghanistan.

7. Defendant James M. O’Brien (“O’Brien” and together with Tamerlane, “Defendants”) serves as the President and Chief Executive Officer (“CEO”) of Tamerlane. On information and belief, O’Brien resides in Leesburg, Virginia.

FACTUAL ALLEGATIONS

A. The Movement Of Materials Over Land Into And Out Of Afghanistan

8. The United States Department of Defense has available to it two general overland routes to move material into and out of Afghanistan. It can move material through former Soviet republics in Central Asia and across Afghanistan’s northern border, or it can move material across the border between Afghanistan and Pakistan.

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 legal approvals, movements in Afghanistan require local knowledge and relationships, including with tribes (and tribal leaders) and with independent truck drivers in Afghanistan. Absent those relationships, it can be all but impossible for a logistics supplier to move material successfully in Afghanistan.

B. Tamerlane's Subcontractor Relationship With Global

13. At all relevant times, the United States Government has contracted with Liberty Global Logistics, LLC ("Liberty") to move military supplies and equipment from Pakistan into Afghanistan and out of Afghanistan through Pakistan. The land movements under these contracts are administered via SDDC. On information and belief, Liberty does not hold any licenses or other approvals from Afghan authorities to move equipment or even maintain offices in Afghanistan. Nor does Liberty have any direct relationships with Afghan tribes or tribal leaders, or with Afghan truckers. Thus, Liberty hires subcontractors, including Tamerlane, to provide logistics services in Afghanistan and Pakistan. Liberty first hired Tamerlane in the Fall of 2010.

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 hires subcontractors, including Global, to provide the personnel, trucks, and other equipment needed to perform the often complicated and dangerous shipments of goods into and out of Afghanistan.

15. Global has licenses and approvals to do business in Afghanistan. It has relationships with Afghan tribes and tribal leaders that allow it to secure safe passage of goods and materials. It also has relationships with truck drivers and/or truck owners who actually transport the goods and materials in question.

16. Tamerlane first hired Global in October 2010. Tamerlane knew about Global's relationships with Afghan tribes and with Afghan truckers. Indeed, it was these very relationships that led Tamerlane to hire Global. Tamerlane understood at that time that any disruption to any of these relationships would cause significant harm to Global's business.

17. Tamerlane and Global agreed that Tamerlane would pay Global for the shipments of goods and materials that Global handled. Upon presentation by Tamerlane to Liberty of appropriate bills of lading and receipts, among other documents, to verify that such goods and materials were indeed delivered, Tamerlane was to pay Global.

18. During the course of its relationship with Tamerlane, Global successfully completed hundreds of hazardous and difficult movements of goods and materials across the Pakistan/Afghanistan border. To complete those movements, Global contracted with the Afghan truck drivers with whom it had relationships. Under its relationship with those truck drivers, Global paid the drivers when Tamerlane paid Global.

19. On information and belief, Tamerlane received over \$2 million of payments from the United States through Liberty for services rendered through the use of Global's services. Tamerlane initially paid Global for some services that Global provided.

C. Tamerlane Poisons Its Relationship With Global

20. After initially paying Global for some of the movements that Global executed, Tamerlane has repeatedly failed to pay Global for movements that it completed and for which Global presented all required documentation. Tamerlane also repeatedly ignored requests from Global to confirm Global's delivery of cargo. On information and belief, Tamerlane ignored those requests to avoid committing itself to paying Global's invoices.

21. Despite these on-going failures by Tamerlane, Global continued in good faith to transport goods and materials as if Tamerlane would honor its payment obligations.

22. Global justifiably relied to its detriment on Tamerlane's explicit and implicit promises that it would honor its payment obligations. Indeed, during this time, Global continued to assure the Afghan truck drivers and truck owners with whom it had a relationship that it would pay them once Tamerlane honored its payment obligations to pay Global.

23. Exclusive of interest, Tamerlane has failed to pay Global approximately \$1,984,090 for work that Global performed, pursuant to the following contracts/projects: "Task Force (TF) Logcom," "TF Strike I," "TF Strike II," "TF Retro 11," "TF Curahee," and "TF SMU One," and "TF Ramrod/3+1." Tamerlane has acknowledged the existence of these seven contracts in open Court during the course of this litigation.

24. In an effort to avoid its payment obligations to Global, Tamerlane made repeated false representations to Global about supposed reasons that Tamerlane could not pay Global, despite the fact that Global had completed the movements for which it had been hired.

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 government contracts. Those representations were false and, upon information and belief, were made to evade payment obligations under the contract between the two companies. In fact, defendant O'Brien gave specific instructions to his staff to preclude direct communication between Liberty, the prime, and Global, the performing subcontractor, so that the former would remain ignorant of Global's performance and the latter of Liberty's payments, except as represented (or misrepresented) by O'Brien and Tamerlane.

26. In mid-2011, Tamerlane informed Global that Tamerlane intended to end the relationship between Tamerlane and Global but expected Global to complete all pending movements. By that point, Tamerlane was refusing to pay Global's outstanding invoices and was asserting a variety of justifications to avoid paying Global.

27. In light of Tamerlane's conduct, Global concluded that Tamerlane had no intention of honoring its obligations to Global. Global therefore notified Tamerlane that, subject to pending work orders, it would terminate its relationship with Tamerlane, and it did so on July 1, 2011. During the termination, Global continued to move Tamerlane's cargo towards Karachi until Tamerlane could arrange for a handoff to an alternate firm in a responsible matter.

28. Even after the relationship ended, Tamerlane refused to honor its obligations to Global and make payments to Global.

29. Although Tamerlane has refused to pay Global, O'Brien sent e-mail messages dated July 29, 2011, and July 31, 2011, in which he expressly acknowledged (a) the receipt of Global's invoices and (b) Tamerlane's legal obligation to pay Global for its services. Those e-

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

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 counterfeit authorization, which identifies Global as a partner in the movement in question, is attached hereto as Exhibit B.

31. In addition to the conduct outlined above, Tamerlane has inserted itself into, and interfered with, Global's relationship with truck owners and truck drivers in Afghanistan. On October 12, 2011, O'Brien sent an e-mail to Shafie Noorzai in which he made numerous false statements about Global and Roshan personally (the "O'Brien E-mail"). A copy of the O'Brien Email is attached hereto as Exhibit C.

32. Noorzai, the recipient of the e-mail, owns several hundred trucks in Afghanistan and also commands loyalty from many other truck owners. Global has a longstanding relationship with Noorzai and the various truckers with whom he is associated. Tamerlane knew of that relationship. O'Brien sent his e-mail to Noorzai with the expectation and understanding that Noorzai would relay the information in it to other truckers with whom he is affiliated. O'Brien did so to fracture the relationship that Global has with Noorzai and with the truckers in Noorzai's group.

33. Moreover, because Tamerlane has refused to pay Global, Global has been unable to pay the truck drivers and truck owners that it hired to transport goods and materials in Afghanistan. Under Afghan law, Global not only faces monetary liability but also loss of its licenses and, potentially, prison.

34. The e-mail string culminating in the O'Brien E-mail resulted after Noorzai instituted legal proceedings in Afghanistan against both Tamerlane and Global for nonpayment.

**COUNT I. BREACH OF CONTRACT
(Global vs. Tamerlane)**

35. Plaintiffs reallege and repeat each and every allegation set forth in the preceding paragraphs as if set forth fully herein.

36. Valid contracts existed between Tamerlane and Global for the movement of goods into and out of Afghanistan under SDDC's contract with Liberty.

37. Tamerlane has acknowledged the existence of those contracts in open court in this litigation.

38. Those contracts required Tamerlane to provide complete and full cooperation to Global in the completion of its transportation of goods and materials out of Afghanistan. Tamerlane failed to provide such cooperation, severely undermining Global's efforts to perform its contractual duties.

39. At the time that Global and Tamerlane entered into those contracts, all parties understood that Global would not be able to pay the truckers that it hired to perform the movements unless Tamerlane first timely paid Global. In addition, all parties understood and foresaw that any non-payment by Tamerlane of payments due to Global or any untimely payment by Tamerlane would inexorably lead to a non-payment by Global to its truckers. As a result, all parties understood and foresaw that any non-payment or untimely payment by

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

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 paragraphs as if set forth fully herein.

46. Defendants have defamed both Global and Roshan through false statements of and concerning the respective business character and repute of Roshan and Global.

47. In particular, Defendants have defamed Global through the following statements in the O'Brien E-mail:

▪ Global "tr[ie]d to steal [Tamerlane's] contract" with the United States Army. This statement was false when it was made, and O'Brien knew that it was false. In

addition, the statement accuses Global a criminal offense of moral turpitude – theft. It also accuses Global of conduct that suggests that Global is not fit to perform its business or lacks integrity in the performance of its duties. The allegation in the e-mail prejudices Global in its profession;

- Global “dropped [Tamerlane’s] cargo (much of which was damaged) and then tried to steal [Tamerlane’s] contract with the military.” This statement was false when it was made, and O’Brien knew that it was false. In addition, the statement accuses Global of a criminal offense of moral turpitude – theft. It also accuses Global of conduct that suggests that Global is not fit to perform its business or lacks integrity in the performance of its duties. The allegation in the e-mail prejudices Global in its profession; and

- Tamerlane was not paid what it was owed and “incurred hundreds of thousands of dollars in charges from other companies to clean up the mess caused by [Global’s] actions.” This statement was false when it was made, and O’Brien knew that it was false. In addition, the statement accuses Global of a criminal offense of moral turpitude which, under Afghan law, could subject Global or its officers to prison. It also accuses Global of conduct that suggests that Global is not fit to perform its business or lacks integrity in the performance of its duties. The allegation in the e-mail prejudices Global in its profession.

48. Defendants have defamed Roshan through the following statement in the O’Brien E-mail:

- Tamerlane was securing “warrants” against Roshan personally in the United States, and Sheriffs would be serving those warrants on him (and on others). This statement was false when it was made, and O’Brien knew that it was false. In addition, the statement must be understood according to its targeted audience – all of whom are Afghani. In

Afghanistan, being served with a warrant by the police implies that one has done something morally and legally wrong and, by its nature, prejudices someone in his or her business. Here, the statement implies that Roshan committed a criminal offense – the only reason that a Sheriff would serve a warrant. The statement therefore accuses Roshan of a criminal offense of moral turpitude. It also accuses Roshan of conduct that suggests that he is not fit to perform his business or lacks integrity in the performance of his duties. The allegation in the e-mail prejudices Roshan in his profession.

49. The O'Brien E-mail was published, at a minimum, to Noorzai, a third party who O'Brien knew to be a business partner of Global and Roshan, with the intent and expectation that Noorzai would share it with Afghan truckers with which Global had an on-going relationship.

50. Upon information and belief similar false and defamatory statements have also been made by Defendants about Plaintiffs to authorities in the United States and Afghanistan.

51. Such statements have damaged Plaintiffs by casting doubt on their honesty, integrity and competence, accusing them of criminal conduct, and lowering their reputation and standing in their business community and are therefore defamatory *per se*.

**COUNT III. UNJUST ENRICHMENT
(Global vs. Tamerlane)**

52. Plaintiffs reallege and repeat each and every allegation set forth in the preceding paragraphs as if set forth fully herein.

53. In the alternative to Count I, and in the event that Tamerlane denies that any of the movements that Global performed for it was the subject of a valid, binding contract, Plaintiff conferred benefits on Tamerlane by completing the movements of cargo described herein.

54. Plaintiff conferred this benefit at Tamerlane's request, and therefore with Tamerlane's full knowledge and consent.

55. Tamerlane has failed to pay for the value of the movements that Global executed for it.

56. It would be unjust and inequitable for Tamerlane to retain the benefits Global has conferred without Tamerlane paying the value of these benefits.

PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiffs pray for an entry of judgment in their favor in an amount of at least \$1,984,090, jointly and severally against Defendants. Plaintiffs further pray for their costs, attorneys fees and such other or further relief that this Court deems equitable and appropriate.

Dated: March 19, 2012

Respectfully submitted,

/s/ Jesse N. Silverman

Joshua D. Wolson
Jesse N. Silverman (VA Bar No. 46456)
DILWORTH PAXSON LLP
1500 Market Street, Suite 3500E
Philadelphia, PA 19102
(215) 575-7284 - tel
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jsilverman@dilworthlaw.com - email

-and-

James K. Wholey
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Washington, DC 20005
(202) 466-9158 - tel
(202) 452-0930 – fax
rcornish@dilworthlaw.com - email

Attorneys for Plaintiffs

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



From: jobrien@tamerlaneglobal.com [mailto:jobrien@tamerlaneglobal.com]
Sent: Sunday, July 31, 2011 10:27 PM
To: 'gharjy.a.ali@ghlogistics.com'
Cc: twilliams@tamerlaneglobal.com; 'masud.roshan@ghlogistics.com'; 'sardarroshan@gmail.com'
Subject: Re: Demurrage Invoices

As stated, Abdullah, once all pieces arrive at the port we will be reimbursed and at that time we will reconcile all charges owed - to include debits and credits.

Best Regards,
Jim O'Brien
President & CEO
Tamerlane Global Services
C: +1.757.818.0803
F: +1.866.341.5780
www.tamerlaneglobal.com

From: Abdullah Ali Gharjy
To: jobrien@tamerlaneglobal.com
Cc: twilliams@tamerlaneglobal.com; masud.roshan@ghlogistics.com ; sardarroshan@gmail.com
Sent: Sun Jul 31 10:51:08 2011
Subject: RE: Demurrage Invoices
Jim,

12/5/2011

As I mentioned all the freights were moved and could be delivered within a couple days to the Port. We do need the status of cargo

What is the status of escort fess and xtra charges which I have sent you the invoices more than a week. The escort fee is belonged to Strike which is already completed to the last destination.

Regards

Abdullah Ali Gharjy
Director Of Operations

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



From: jobrien@tamerlaneglobal.com [mailto:jobrien@tamerlaneglobal.com]
Sent: Sunday, July 31, 2011 10:02 PM
To: 'gharjy.a.ali@ghlogistics.com'
Cc: twilliams@tamerlaneglobal.com; 'masud.roshan@ghlogistics.com'; 'sardarroshan@gmail.com'
Subject: Re: Demurrage Invoices

Abdo,

Once all of the freight movements are completed and the military reimburses us, we will reconcile charges, credits, and debits accordingly.

Best Regards,
Jim O'Brien
President & CEO
Tamerlane Global Services
C: +1.757.818.0803
F: +1.866.341.5780
www.tamerlaneglobal.com

From: Abdullah Ali Gharjy
To: jobrien@tamerlaneglobal.com
Cc: twilliams@tamerlaneglobal.com; 'Masud Roshan' ; 'Lala Jan'
Sent: Sun Jul 31 10:08:46 2011
Subject: RE: Demurrage Invoices
Jim,

Could you update us the status of our invoices. According our report all remaining units which we have handed them over to your new party are already left Afghanistan. Could you update us the status as well and let us know about the invoices status

Any question let me know

12/5/2011

Regards

Abdullah Ali Gharjy
Director Of Operations

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



From: jobrien@tamerlaneglobal.com [mailto:jobrien@tamerlaneglobal.com]
Sent: Friday, July 29, 2011 11:43 PM
To: Abdullah Ali Gharjy
Cc: twilliams@tamerlaneglobal.com; 'Masud Roshan'; 'Lala Jan'
Subject: RE: Demurrage Invoices

Well received, Abdo.

Jim O'Brien
President & CEO



www.tamerlaneglobal.com
jobrien@tamerlaneglobal.com
CELL: 001.757.818.0803
FAX: 001.866.341.5780

From: Abdullah Ali Gharjy [mailto:gharjy.a.ali@ghlogistics.com]
Sent: Friday, July 29, 2011 3:04 PM
To: jobrien@tamerlaneglobal.com
Cc: twilliams@tamerlaneglobal.com; 'Masud Roshan'; 'Lala Jan'
Subject: FW: Demurrage Invoices

Jame,

Could you please acknowledge of receipt the above invoices.

Could you update me the status of the remaining units at the Port.

Any question let me know

Regards

Abdullah Ali Gharjy
Director Of Operations

12/5/2011

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



From: Abdullah Ali Gharjy [mailto:gharjy.a.ali@ghlogistics.com]
Sent: Friday, July 29, 2011 1:21 AM
To: 'jobrien@tamerlaneglobal.com'
Cc: 'masud.roshan@ghlogistics.com'; 'twilliams@tamerlaneglobal.com'; 'Lala Jan'
Subject: Demurrage Invoices

Jame,

Here are the invoices pertaining to trucks demurrage charges (TF Strike, Curahee, Retro 11 and SMU ONE). Last time I have already sent you the TF Strike one and if you see that bill one item has been missed to be calculated, 25 days demurrage (attached the update one)

Could you update us the status of the payments for Extra charges and escort transfers?

What is the status of the units which we have handed them over to your new party? How many units were moved so far?

Any question do not hesitate to contact me

Regards

Abdullah Ali Gharjy
Director Of Operations

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



12/5/2011

EXHIBIT B

MEZ/11192L03



DEPARTMENT OF THE ARMY
 Bagram Detachment, 831st Transportation Battalion
 Military Surface Deployment and Distribution Command
 Bagram Airfield, Afghanistan
 APO AE 09354



REPLY TO
ATTENTION OF

SDKU-(BAF)

11 JULY 2011

MEMORANDUM FOR

United States Embassy, Kabul, Afghanistan. ATTN: DOD Customs Section.
 United States Consulate, Karachi, Pakistan. ATTN: Assistant Collector of Customs.

SUBJECT: Border Crossing of Military Equipment and/or Related Inconsumable Supplies that are the Property of the United States Government.

1. The Military Surface Deployment and Distribution Command requests that the below listed trucks and conveyances will be cleared to cross the borders of Afghanistan and Pakistan at [TORKHAM] Border.
2. Commercial Carrier-[LIBERTY GLOBAL LOGISTICS], [Camerlane/Global Hub Logistics/Security Packers/M/S Ghani International] is under contract to the United States Government to transport Military Equipment and/or Related Inconsumable Supplies that are the Property of the United States Government from [MEZAR-E-SHARIF], Afghanistan destined to the Port of Karachi, Pakistan for onward movement throughout the world. This cargo was used in support of Operation Enduring Freedom and is not for sale or resale.

UNIT/RETRO	TRUCK	MILITARY TCN	PCFN	CONVEYANCE	CONVEYANCE NUMBER	SEAL NUMBER	TRUCK NUMBER	DRIVER NAME
900TH OD	1	AWXBNAAS0P00030XX	758060	20FT DRY	USAU0796903	3019571	4975	Saber
900TH OD		AWXBNAAS0P000100X	758060	20FT DRY	USAU1308198	3019521		
900TH OD	2	AWXBNAAS0P00050XX	758060	20FT DRY	USAU1302883	3019525	1378	Zakris
900TH OD		AWXBNAAS0P00040XX	758060	20FT DRY	USAU1296841	3019583		
900TH OD	3	AWXBNAAS0P00060XX	758060	20FT DRY	USAU0802483	2293344	25259	Ghafor
900TH OD		AWXBNAAS0P00020XX	758060	20FT DRY	USAU0203227	2673346		
900TH OD	4	AWXBNAAS0P00080XX	75806Z	WELDING TRAILER	N/A	N/A	16324	Ishak

3. Point of contact for this memorandum is the **UNITED STATES DEPARTMENT OF DEFENSE CUSTOMS OFFICE, UNITED STATES EMBASSY** which may be contacted by email at KabulDODCustoms@state.gov.

REQUESTED BY: SGT Kostylev, Dmitry

[Signature]
 SSG KENNETH BROWN
 831st Bg Det, SDDC
 Export MCOIC
 Bagram, Afghanistan



EXHIBIT C

From: ibrahim@amertracglobal.com <ibrahim@amertracglobal.com>
Date: Wed, Oct 12, 2011 at 3:45 AM

Subject: GHIL & Terrorism
To: Shafiq.Noorzai@gmail.com
Cc: DeVore, Dustin H. <ddevore@kaurfman.com>, AlghamOps <AlghamOps@amertracglobal.com>

Greetings Shafiq,

I hope this email finds you well. I understand that you visited Green Village today.

First, let me begin by wishing you and your family well. I appreciate greatly your kind treatment of my brother-in-law, David, when he was in Afghanistan. Thank you.

Regarding the business of payment, which I understand is an issue, we are currently in the same issue as you with regard to GHIL. In fact, we are undergoing the process of securing court warrants for GHIL's Masoud Roshan, Abdullah Ghany, and Joseph Yorio in the United States for "breach of contract" and "various interferences of contract." My lawyer, Dustin DeVore of Kaufman & Canales Law Firm in the United States is overseeing the execution of these warrants and they will be served soon.

It is important to understand that we were never in a direct partnership with GHIL. We offered them a partnership and they reneged us by trying to steal our contract (of which we have proof in emails sent to the US military). Any issue you have regarding payment with GHIL is between you and GHIL. That stated, please continue reading.

To be as direct as possible, millions of dollars were sent to GHIL and in the end, they dropped our cargo (much of which was damaged) and they attempted to steal our contract with the military. The end result was that we were not paid what we were owed and we incurred hundreds of thousands of dollars in charges from other companies to clean up the mess caused by GHIL's actions. Consequently, I transferred over thousands of pages of documentary evidence - including bank records that show that we transferred significant cash sums to Masoud Roshan's personal bank account in the United States. Now we (a) have not been paid in full by the military; (b) we lost money due to GHIL's actions; (c) we lost contracts; (d) we now owe for damaged cargo.

The only company that made money on this deal was GHIL and the companies that took advantage of our situation after Abdullah's treachery.

I recognize, however, that you and I have never met. But we are both businessmen. I would like a personal meeting, if possible, to discuss further this matter and see if there is any way in which we can come to an equitable arrangement by which both parties - Tamerlane and Shafiq - can benefit. In the coming days, Sheriffs will approach Masoud Roshan, Joe Yorio, and if he enters the United States, Abdullah Ghany. I realize that the money is gone. I do not expect to see it returned (they owe us at least \$600,000 - possibly millions of dollars due to any outcome related to various interferences of contract). But I also realize that you are a powerful man in Afghanistan and you need payment for the services you rendered as well.

Please let me know if you are available for a conference call so that we can have an initial conversation with you, me, and Dustin. After which, we should be able to meet in Dubai or Bahrain in the coming weeks if you are available to settle any issues with which we agree.

Best regards,
Ibrahim

President & CEO
www.amertracglobal.com

ibrahim@amertracglobal.com
CELL: 001 727 818 0803
FAX: 001 856 341 5790

Masoud Roshan
Chief Executive Officer
Global and Logistics
Cell (Int) 443-722-7698
Cell (MGS) 011-93-798-897-399

This message may contain proprietary information of Global Hub Logistics, provided in confidence and/or pursuant to the provisions of a non-

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:

Frank A. Edgar, Jr., Esq.
Virginia State Bar No. 36833
KAUFMAN & CANOLES, P.C.
11815 Fountain Way, Suite 400
Newport News, Virginia 23606
Telephone: (757) 873-6300
Facsimile: (757) 873-6359
Email: faedgarjr@kaufcan.com

Patrick H. O'Donnell, Esq.
Virginia State Bar No. 29637
KAUFMAN & CANOLES, P.C.
150 W. Main Street, Suite 2100
Norfolk, Virginia 23510
Telephone: (757) 624-3000
Facsimile: (757) 624-3169
Email: phodonnell@kaufcan.com

Counsel for Defendants Tamerlane Global Services, Inc. and James O'Brien

By: /s/ Jesse N. Silverman
Jesse N. Silverman, Esq.