



Summons with notice, Supreme Court, personal or substituted service. 17 pt. type, 4-04

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Supreme Court of the State of New York  
County of

SABRE SECURITY INTERNATIONAL

Plaintiff(s)

against

VULCAN CAPITAL MANAGEMENT,  
VULCAN POWER SERVICES, INC.,  
and FORD F. GRAHAM,

Defendant(s)

Index No.  
Date purchased 07601305

Plaintiff(s) designate(s) New York  
County as the place of trial.

The basis of the venue is  
Defendants' residence

Summons

Plaintiff(s) reside(s) at

County of

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated, April 20, 2007

Attorney(s) for Plaintiff

Defendant's address:

Office and Post Office Address

150 East 52d Street, 11th floor,  
New York, NY 10022

H. Rajan Sharma, Esq.  
36 Ravenswood Ct.  
Edison, NJ 08820  
(832) 457-0297

FILED  
APR 20 2007  
NEW YORK  
COUNTY CLERK'S OFFICE

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
SABRE SECURITY INTERNATIONAL,

Plaintiff,

-against-

VULCAN CAPITAL MANAGEMENT, VULCAN POWER  
SERVICES, INC. and FORD F. GRAHAM,

Defendants.  
-----X

Index No.  
Complaint

**FILED**  
APR 20 2007  
NEW YORK  
COUNTY CLERK

Plaintiff SABRE SECURITY INTERNATIONAL ("SABRE" or "Plaintiff"), by his attorneys, as and for their complaint against VULCAN CAPITAL MANAGEMENT COMPANY, VULCAN POWER SERVICES, INC. and FORD F. GRAHAM, its President & Chief Executive Officer, (collectively, "Defendants"), alleges as follows:

SUMMARY OF ACTION

1. Plaintiff brings this lawsuit for amounts owed on unpaid invoices from February and November of 2004 for security services provided to Defendants in the amount of \$246,934 (U.S.), plus prejudgment interest to date.
2. Plaintiff asserts claims for breach of contract, promissory estoppel, fraud, unjust enrichment and/or misrepresentation against Defendants for recovery of the amounts owed, plus interest, as well as incidental and consequential damages in addition to attorneys' fees for prosecuting this action.

PARTIES

3. Plaintiff SABRE SECURITY INTERNATIONAL is a registered private security firm operating in Baghdad, Iraq licensed by the Ministry of Interior of the Government of Iraq,

with its principal place of business located in the "Green Zone" at the following address: House No. 7, Street 7, Section 215, International Zone, Baghdad, IRAQ.

4. Defendant VULCAN CAPITAL MANAGEMENT COMPANY is a New York corporation and/or is authorized to conduct business in New York, with its principal offices located at 150 East 52nd Street, 11th Floor, New York, New York 10022.

5. Defendant VULCAN POWER SERVICES, INC. d/b/a Vulcan Power is, upon information and belief, a subsidiary of Vulcan Capital Management and is an alter ego and/or general or specific agent of its parent.

6. Defendant FORD F. GRAHAM is the President and Chief Executive Officer of VULCAN and, upon information and belief, a resident of New York.

#### FACTUAL BACKGROUND

7. As a registered and licensed private security firm, SABRE was retained by Defendants to provide personal security detail and transportation services in Baghdad, Iraq for Defendants' representatives and officials who were visiting the country on official business on behalf of Defendants within the scope of their employment. Upon information and belief, Defendant Graham accompanied the representatives on their tour in Iraq.

8. SABRE provided PSD (personal security detail) services to Defendants and its representatives. PSD services provided to Defendants included 4 qualified (and military trained) British army expats and 2 local national (Iraqi) drivers to accompany Defendants' representatives for security purposes, armed at all times, to various locations designated by Defendants within Baghdad and elsewhere in Iraq.

9. SABRE also provided 2 armored vehicles and/or personnel carriers as well as 1 semi-armored soft skin vehicle along with the trained security personnel indicated above. All of

these vehicles were equipped with mobile telecommunications systems and SABRE personnel provided with radio units to maintain constant communication with SABRE's headquarters and offices in the Green Zone in Baghdad.

10. Before secure transportation of Defendants' representatives to locations designated by them, SABRE completed an extensive and detailed survey of the designated locations in order to plan transportation along safe routes and corridors as well as to avoid dangerous routes that may have posed security risks to Defendants' personnel.

11. SABRE submitted three invoices to Defendant Graham and Vulcan for payment based on the agreed-upon charges and costs for the foregoing services, personnel and vehicles. The invoices were dated February 22, 2004 and November 3<sup>rd</sup> and 21<sup>st</sup> of 2004 and were submitted for payment to Defendants' representatives on or about that time.

12. From the submission of the initial invoices through 2006, Defendants repeatedly offered one pretext or another to delay payment to Plaintiff. Defendant Graham was in email correspondence with the Director of Finance at SABRE throughout this time.

13. In his emails to Plaintiff, Graham, on behalf of Defendants, received SABRE's invoices and expressly accepted Defendants' liability for payment of the three invoices. But no payment was ever made.

14. Defendants unquestionably benefited from the PSD and related security services provided by SABRE because Defendants were able to conduct their business and visit locations in Iraq in relative safety in an extremely dangerous and hostile environment characterized by insurgency and civil war.

15. Despite that fact, Defendants have reneged on payment and never paid the invoices sent to Graham and Vulcan Defendants. Plaintiff seeks damages and a legal or equitable remedy for Defendants' misconduct.

AS AND FOR A FIRST CAUSE OF ACTION

BREACH OF CONTRACT

16. Plaintiff repeats and realleges each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

17. SABRE and Defendants had a legally binding agreement, negotiated and approved by their duly-authorized representatives, that SABRE would provide specific security services for Defendants' representatives in Iraq in exchange for compensation at agreed-upon rates and prices.

18. SABRE performed its end of the bargain and provided PSD services to Defendants as agreed upon. SABRE is owed the invoiced amount of \$246,934 for those services plus interest.

19. However, when SABRE submitted invoices for payment, Defendants reneged on their promises of payment. Graham offered several excuses for delayed payment but never disputed the services provided by SABRE or the amounts owed for those services.

20. No payment has been made by Defendants to date. Defendants' failure to pay for services provided to it constitutes a breach of contract.

21. Accordingly, Plaintiff respectfully requests that the Court award compensatory damages in the amount of \$246,934, plus prejudgment interest to date, as well as incidental and consequential damages in an amount to be determined at the trial of this action.

AS AND FOR A SECOND CAUSE OF ACTION

PROMISSORY ESTOPPEL

22. Plaintiff repeats and realleges each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

23. Graham and other representatives of Defendants made representations, promises and warranties to SABRE that it would be paid for its services, both verbally and in writing, both before and after Plaintiff provided services to Defendants.

24. SABRE reasonably and justifiably relied to its detriment upon Defendants' repeated representations, promises and warranties of payment.

25. Defendants are estopped from renegeing on their payment obligations to SABRE based on the foregoing.

26. Accordingly, Plaintiff respectfully requests that the Court award specific performance and compensatory damages in the amount of \$246,934, plus prejudgment interest to date, as well as incidental and consequential damages in an amount to be determined at the trial of this action.

AS AND FOR A THIRD CAUSE OF ACTION

UNJUST ENRICHMENT

27. Plaintiff repeats and realleges each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

28. SABRE provided services, facilities and equipment to Defendants based on an expectation of payment and has not been paid for any of its services, facilities and equipment.

29. Defendants unquestionably benefited from the PSD and related security services provided by SABRE because Defendants were able to conduct their business and visit locations in Iraq in relative safety in an extremely dangerous and hostile environment characterized by insurgency and civil war.

30. Defendants have never paid SABRE in whole or in part, for the services, equipment and facilities provided to them by SABRE.

31. Defendants have been unjustly enriched thereby.

32. Accordingly, Plaintiff respectfully requests that the Court award compensatory damages in the amount of \$246,934, plus prejudgment interest to date, as well as incidental and consequential damages in an amount to be determined at the trial of this action.

#### AS AND FOR A FOURTH CAUSE OF ACTION

#### MISREPRESENTATION

33. Plaintiff repeats and realleges each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

34. Defendants represented to SABRE that it would receive payment for the services, equipment and facilities provided to Defendants. That statement was false.

35. Upon information and belief, Defendants made that statement with the knowledge and intention that it was false in that VULCAN was not able to pay SABRE in whole or in part.

36. Alternatively, upon information and belief, Defendants made the statement without regard to whether or not VULCAN would pay SABRE in whole or in part.

37. Defendants' statement constitutes an intentional and/or negligent misrepresentation and they should be liable therefor.

38. Accordingly, Plaintiff respectfully requests that the Court award compensatory damages in the amount of \$246,934, plus prejudgment interest to date, as well as incidental and consequential damages in an amount to be determined at the trial of this action.

AS AND FOR A FOURTH CAUSE OF ACTION

FRAUD

39. Plaintiff repeats and realleges each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

40. Defendants made repeated false representations to SABRE that it would be paid for its services, equipment and facilities in the agreed-upon amounts. Defendants also made false representations that they would be able to pay for SABRE's services, equipment and facilities. Those statements were false to Defendants' knowledge and intentionally made in order to induce SABRE to provide services, equipment and facilities for which Defendants had no intention of paying SABRE.

41. Defendants made such unconditional representations of payment with the intention to defraud SABRE and with the knowledge that SABRE would reasonably and justifiably rely upon those statements.

42. SABRE was fraudulently induced to provide extensive services, equipment and facilities and has been damaged by non-payment of the amounts owed by Defendants as well as interest on that amount since 2004.

43. Accordingly, Plaintiff respectfully requests that the Court award compensatory damages in the amount of \$246,934, plus prejudgment interest to date, as well as incidental and consequential damages in an amount to be determined at the trial of this action.



DEMAND FOR JURY TRIAL

44. Plaintiff demands a jury trial on all issues so triable.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- (i) awarding compensatory damages against Defendants in the amount of \$246,934 plus prejudgment interest computed from the date of Defendants' unlawful conduct until the award;
- (ii) awarding such incidental and consequential damages suffered by Plaintiff as a direct consequence of Defendants' unlawful conduct;
- (iii) awarding punitive and exemplary damages to Plaintiff for losses to the extent permitted by Defendants' intentional misconduct;
- (iv) awarding attorney's fees and legal expenses; and
- (v) such other and further relief as the Court deems just and proper.

Dated: New York, New York  
April 20, 2007

Respectfully submitted,



H. Rajan Sharma  
LAW OFFICES OF H. RAJAN  
SHARMA, ESQ.  
320 East 73 rd Street, #5FW,  
New York, New York 10017

Attorneys for Plaintiff