

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

CIVIL DIVISION

_____)	
Jalal Askander)	
5011 Arbor Ct. Apt #7)	
Wausau, WI 54401)	
)	
Plaintiff,)	
)	
v.)	
)	
Research Triangle Institute, International)	
3040 Cornwallis Road)	Civil Action No. _____
PO Box 12194)	
Research Triangle Park, NC 27709-2194)	Jury Trial Demanded
)	
and)	
)	
Unity Resources Group, L.L.C.)	
AL Murooj Hotel and Suites, Office No. 7)	
PO Box 117546)	
Dubai, United Arab Emirates)	
)	
and)	
)	
Does 1-5)	
)	
Defendants.)	
_____)	

COMPLAINT AND JURY DEMAND

I. NATURE OF THE ACTION

1. Genevia Jalal Antranick was a passenger in a car traveling through the Karada neighborhood of Baghdad. On October 9, 2007, at about 1:45 P.M., as the 1990 Oldsmobile in which she was riding crossed a busy intersection, she was shot through the

head and neck by employees of Defendant Unity Resources Group, L.L.C. (hereinafter "Unity") Ms. Antranick died as a result of the injuries.

2. Unity Resources Group is a private security contractor which provides security services to Defendant Research Triangle Institute, International. (herineafter "RTI") At the time of the incident, Unity held a license from the Iraqi Ministry of Internal Affairs (No. 26 of August 23, 2007, valid until August 23, 2008). This license was granted for the provision of protection services to Defendant RTI and several other organizations, including the Independent Electoral Commission of Iraq and the National Democratic Institute for International Affairs. RTI and Unity collaborate to develop security policies and procedures for the protection of RTI.

3. According to some news reports, the Unity employees who shot Ms. Antranick had just dropped off an employee of RTI and were returning to their base of operations before the shooting occurred. According to a February 13, 2008 report of the UN Human Rights Council, however, it was reported that the Unity employees were transporting another client at the time of the incident. The identity of this possible client is unknown at this time, and sued herein as Doe 1.

4. The Unity employees were riding in a convoy of four armored vehicles. According to an Iraqi policeman who spoke to the press, the men were masked and wore khaki uniforms. As the Oldsmobile crossed the intersection, one Unity employee fired an automatic weapon from a gun portal in the back of the last armored vehicle. Another leaned out of a door of a vehicle and fired another machine gun at the car. Approximately thirty to forty bullets were fired into the car by the Unity employees, from a distance of about seventy-five yards.

5. The driver of the car, Marani Awanis Manook, was also shot through the head and other parts of her body, and also died as a result of this incident. Two other people, riding in the back seat, were injured by bullets and glass shards, but survived.
6. Ms. Manook, Ms. Antranick, and the other two passengers were unarmed and posed no threat whatsoever to Defendants. They were returning home from church at the time of the incident.
7. Skid marks on the pavement show that Ms. Awanis brought the vehicle to a complete stop before she and Ms. Antranick were shot to death.
8. Recovered shell casings establish the location at which the Unity employees or agents fired their weapons. The shell casings and skid marks, taken together, establish that the distance between the shooters and their target was approximately seventy-five yards.
9. As a passenger in the car, Ms. Antranick had no control over it whatsoever. At a distance of about 75 yards, neither Ms. Antranick nor the driver of the car could possibly have harmed Defendants or their agents.
10. On information and belief, a video camera mounted in an RTI armored vehicle shows that no warnings were given before the attack.
11. The Unity employees could not reasonably have feared they were in danger of being killed by a car bomb. Not only because of the distance involved, but also because it would not make sense to have four people in a car to deliver the bomb.
12. An Iraqi policeman at the scene stated that the armored convoy sped off "like gangsters" after the shooting, leaving Ms. Antranick and Ms. Manook to die. The Unity employees did not call an ambulance or otherwise try to rescue or assist the people they

had just shot. It is unknown whether Ms. Antranick could have survived if medical attention had promptly arrived. It is also unknown how long she may have lived after being shot.

13. This incident has been investigated by the Iraqi Ministry of Human Rights and by the Human Rights Council of the United Nations. The governments of Iraq and Australia have both provided information about this incident to the UN Human Rights Council.

14. This is not the first time Unity employees have killed defenseless people in Baghdad. On about March 9, 2006, Unity employees killed 70-year-old professor Kays Juma when he failed to stop at a security checkpoint. On or about June 24, 2007, Unity's employees or agents shot another civilian in the Karada neighborhood.

15. According to Washington Post reporter Steve Fainaru in his book *Big Boys Rule*, Defendant Unity was involved in 38 previous shooting incidents in Iraq while protecting Defendant RTI during a two year period of about 2006-2007. The total number of shooting incidents in which Unity has been involved is unknown.

16. Despite being put on notice by these numerous incidents, Defendants have failed to take the remedial steps necessary to prevent a recurrence of the unjustified violence and excessive use of force. Reasonable discovery is likely to produce evidence, or lack thereof, of Defendants' failure to take remedial measures. The continuous pattern of such incidents speaks for itself.

17. Reasonable discovery is also likely to produce evidence that Defendants have not reported all of these incidents to a Reconstruction Operations Center (hereinafter "ROC") of the U.S. Department of Defense. The ROC's are set up for this purpose, and many Private Military Contractors (hereinafter "PMC's") voluntarily report. Reasonable

discovery may show that Defendants have concealed the extent of their wrongdoing from governmental authorities in the United States and Iraq.

18. Defendants have created and fostered a culture of lawlessness among their employees and agents, encouraging them to act in Defendants' financial interests at the expense of the lives of innocent bystanders. Defendants have acted with evil and malicious intent in promoting their business interests at the expense of innocent human life. Defendants have earned, and continue to earn huge profits from the war in Iraq.

19. This incident is part of a widespread pattern of unjustified murders in Iraq, perpetrated by Defendants and other private security contractors, and those they protect in Iraq.

20. Plaintiff brings this action under state tort law against Defendants Unity and RTI for legal relief, and seeks to remedy the callous murder of Ms. Antranick.

II. PARTIES

Plaintiff

21. The Plaintiff, Jalal Askander, is Genevia Jalal Antranick's father. He is a domicile of Wisconsin, living at 5011 Arbor Court., Apt #7, Wausau, WI, 54401. Mr. Askander was born in Iraq, maintains his Iraqi citizenship, and is a U.S. permanent resident. He has resided in the U.S. since 2005.

22. Jalal Askander is the executor of Genevia Jalal Antranick's estate and her sole legal heir. This estate has no property located in the District of Columbia. Probate proceedings were held in Baghdad on November 1, 2007. Jalal Askander brings this action on his own behalf, as well as on behalf of the Estate of Genevia Jalal Antranick.

23. The deceased, Genevia Jalal Antranick, was an Iraqi citizen living Baghdad, Iraq at the time of her death.

Defendants

24. Defendant Research Triangle Institute, International (RTI) is incorporated in North Carolina with its principal place of business at 3040 Cornwallis Road, P.O. Box 12194, Research Triangle Park, NC 27709-2194. RTI also maintains an office at One Metro Center, 701 13th St. NW, Washington, D.C., 20005.

25. Defendant Unity Resources Group appears to be incorporated in Singapore, with offices at 1701 Pennsylvania Ave NW, Washington, D.C. 20006 (as of April, 2008 at least), 6 Towns Place, Miller's Point, NSW, 2000, Australia, and at either 10 Hilltop Drive, 121026, Dubai, United Arab Emirates, or the Al Murooj Rotana Hotel and Suites, Office No. 7, P.O. Box 117546, Dubai, UAE. Unity describes its office in the UAE as its corporate headquarters. Unity has not registered its business with the D.C. government.

26. Plaintiff is ignorant of the corporate structure of Defendant Unity Resources Group. Although Unity does appear to be incorporated in Singapore, two companies with similar names are incorporated in Australia: Unity Resources Group Pty Ltd, and Unity Resources Group Investments Pty Ltd. In prior documents filed in Federal court in this case, Unity has referred to itself as Unity Resources Group Pte. Ltd. It is unclear how the Australian or Singaporean corporations may be related.

27. Unity Resources Group's corporate registration documents in Singapore make no reference to either Unity Resources Group Pty Ltd, or Unity Resources Group Investments Pty Ltd., and it is unclear what relationship they have.

28. Plaintiff is ignorant of the relationships of these entities, their capacities, and responsibilities, if any, for this incident. Since Defendant Unity has not been forthcoming as to its corporate structure, Plaintiff includes fictitious defendants, Does 2-5, to encompass alter egos and entities associated with Unity Resources Group which cannot be ascertained with certainty at this time. Plaintiff sues these Defendants by fictitious names and capacities herein. Plaintiffs will amend this Complaint to allege Doe 2-5's true names and capacities when ascertained. On the basis of what is now in the public record, Plaintiff cannot sue these entities and alter egos without running afoul of Rule 11.

29. Plaintiff is also ignorant of the true name and capacity of whomever Unity may have been protecting at the time of the incident, who is sued by fictitious name and capacity as Doe 1. Plaintiff will amend this Complaint to allege Doe 1's true name and capacity when ascertained. According to a February 13, 2008 report of the UN Human Rights Council, it was reported that the Unity employees may have been transporting another client at the time of the incident. Plaintiff only discovered the UN report in August of 2010, and has not been able to confirm that Unity was transporting another client, whom the client may have been, or what role this client may have had in this incident.

30. As used herein, the word "Defendants" refers to Unity Resources Group, the Research Triangle Institute, and Doe Defendants 1-5.

III. JURISDICTION AND VENUE

31. Jurisdiction is vested in this court pursuant to D.C. Code § 11-921 (2001 ed. as amended). Jurisdiction is also vested pursuant to the Survival Act, D.C. Code §§ 12-101, et seq. (2001), and the Wrongful Death Act, D.C. Code § 16-2701 (2001).

32. Venue lies in the District because (1) both Defendants reside in the District and are subject to personal jurisdiction here; (2) a substantial part of the events giving rise to the cause of action occurred in the District; (3) Unity is an alien; and (4) and because both defendants can be found in the District. 28 U.S.C. §1391 (b), (c) and (d).

33. For venue purposes, all corporate defendants "reside" in the District of Columbia, are subject to personal jurisdiction in the District of Columbia, and have systematic and continuous contacts with the District of Columbia. 28 U.S.C. §1391(b)(1), (c) and (d). The contract between USAID and Defendants RTI and its subcontractor Unity (covered by the subcontractor clause of this contract) was a substantial event giving rise to this claim. 28 U.S.C. §1391(b)(2), (c) and (d).

34. Plaintiff Jalal Askander is Genevia Jalal Antranick's father. He was the executor of her estate, and is her personal representative and sole legal heir. These legal rights have already been determined in a probate proceeding in Iraq. Plaintiff brings this action on his own behalf and on behalf of the Estate of Genevia Jalal Antranick. The Estate of Genevia Jalal Antranick would be considered a domicile of Iraq.

35. Jalal Askander is a domicile of Wisconsin and a U.S. permanent resident. Defendant RTI is a domicile of North Carolina with an office in the District of Columbia. Defendant Unity is incorporated in Singapore, with offices in Australia, the United Arab

Emirates, and from some time prior to the date of Ms. Antranick's death, through at least until July 9, 2008, maintained an office in the District of Columbia.

36. This court has personal jurisdiction over Defendants. Defendants have done business in the District of Columbia for many years. The murder at issue in this case arose in part from business dealings in the District. The causes of action set forth herein also arise from contacts between the United States Agency for International Development (hereinafter "USAID") and Defendant RTI, which contracts with USAID to provide governance services for Iraq. USAID is located in the District of Columbia. Reasonable discovery is likely to show that the parties to this contract anticipated being haled into court in Washington, D.C.

37. Defendant RTI maintains an office in Washington D.C., located at One Metro Center, 701 13th St. NW, Washington, D.C., 20005. Reasonable discovery is likely to show that this office is used by RTI to manage its business dealings with USAID, and other U.S. government agencies.

38. At least until April 28, 2008, Defendant Unity maintained an office at 1701 Pennsylvania Ave. NW, Washington, D.C. 20006. It is unknown whether Unity continues to utilize that space.

39. Unity continues to hold itself out to the public as doing business in the District. From before the time of the incident through today, Unity has advertised its business with the telephone number (202) 580-6565, and fax number (202) 580-6559 on its website www.unityresourcesgroup.com and in marketing materials, such as its Capability Statement. In a sworn declaration in prior proceedings in D.C. District Court, David Rolfes, Unity's employee or agent in the District, stated that he continues to solicit new

business in the District of Columbia. See Declaration of David Rolfes at ¶ 5, R. 13-5 in case 08-cv-00595 (PLF). He also stated that Unity continues to rent office space in the District, and that phone calls made to the Unity's telephone number (presumably 202-580-6565) were forwarded to his cell phone.

40. No forum exists for this case in Iraq. Under Coalition Provisional Authority Order Number 17, Private Security Contractors are immune from Iraqi legal process. North Carolina is not a possible forum because Defendant Unity has no office in North Carolina, and few other contacts with that forum. It does not appear possible to sue RTI in Australia, Singapore, or the United Arab Emirates. Therefore, the District of Columbia appears to be the only forum where both Defendants can be sued. The exercise of this Court's jurisdiction is consistent with the Constitution and applicable law pursuant to Rule 4(k)(2) of the Superior Court Rules of Civil Procedure, since no other forum appears to exist.

IV. PRIOR PROCEEDINGS IN FEDERAL COURTS

41. Plaintiff initiated this action by filing a complaint in the U.S. District Court for the District of Columbia on April 8, 2008. The Federal complaint was similar to the instant one, but also included Federal causes of action under the Alien Tort Claims and Torture Victim Protection Acts, 28 U.S.C. § 1350 and § 1350 note. It was assigned number 1:08-cv-00595 (PLF) and then transferred from Judge Paul Friedman to Judge Jack Shanstrom.

42. A similar claim was made by the estate of the driver of the same vehicle, Marani Awanis Manook, also in D.C. District Court. The Manook case was assigned number 1:08-cv-00096 (PLF). Although the two cases were never joined, they proceeded on

parallel schedules, and the two memorandum opinions that have been written to date apply to both cases.

43. Defendant Unity Resources Group moved for dismissal pursuant to Federal Rule 12(b)(2) for lack of personal jurisdiction. Defendant Research Triangle Institute moved for dismissal pursuant to Rules 12(b)(1) and (6) for lack of subject matter jurisdiction and failure to state a claim, and the motions were fully briefed.

44. On February 26, 2010, Judge Shanstrom dismissed Plaintiff's federal claims, as well as a claim for intentional infliction of emotional distress. He granted Defendant RTI's Motion to Dismiss with respect to the Federal claims, and transferred the remaining state law tort claims to the Eastern District of North Carolina, pursuant to the venue provisions of 28 U.S.C. § 1404(a), for the convenience of parties and witnesses. He granted Plaintiff jurisdictional discovery into whether Unity's contacts with the District of Columbia vested the court with personal jurisdiction over Defendant Unity. Judge Shanstrom also ordered Plaintiff to file a Qassam Sharie (judgment in a probate proceeding in Iraq) with the court in lieu of opening a local estate, which Plaintiff filed in the North Carolina docket.

45. After the case was transferred to North Carolina, it was renumbered as 5:10-cv-00073-D (JCD). Defendants then moved to dismiss the state tort claims for lack of subject matter jurisdiction. Since Plaintiff represents not only his own interests, but also those of his daughter's estate (probated in Iraq and therefore an Iraqi domicile), and Unity Resources Group is also an alien, the parties were not completely diverse of citizenship. On August 12, 2010, Judge Devers in the EDNC declined to exercise supplemental jurisdiction, and dismissed the case without prejudice for lack of subject matter

(diversity) jurisdiction. The Manook case also also dismissed for the same reason. Although Unity made its first response to Plaintiffs' discovery requests, Defendant Unity's motion to dismiss for lack of personal jurisdiction was deemed to be moot. No documents were produced or witnessed deposed. Plaintiff then filed the instant complaint within the 30 day "savings" period of 28 U.S.C. 1367(d), which tolls the statutes of limitations.

V. BACKGROUND FACTS CONCERNING THE PARTIES' CONTRACT WITH THE US AGENCY FOR INTERATIONAL DEVELOPMENT

46. According to press reports, on March 4, 2003, USAID invited three companies to bid on the contract for "local governance" in Iraq. Only RTI submitted a proposal. On March 26, 2003, USAID and RTI established a cost-plus-fixed-fee contract to create 180 local and provincial governments in Iraq and to promote Iraqi civic participation in the political process. The contract, which is the largest in RTI's history, was worth \$168 million for the first year alone.

47. The 44-page contract, which gives RTI access to classified information, requires the company to "design, establish and support interim representative bodies that are culturally acceptable, transparent and accountable." RTI is also required to increase the participation in local government by Iraqi women and ethnic and religious minorities. RTI also has the authority to grant contracts to Iraqi and foreign non-governmental organizations. RTI's work in Iraq is political in nature, and all work done under the USAID-RTI contract is in furtherance of political objectives.

48. USAID's inspector general conducted an audit of the procurement process of RTI's contract. The inspector general concluded that USAID had not complied with

federal regulations in the award process. According to the inspector general, USAID developed RTI's contract to "justify spending the available funding of approximately \$150 million within one year" instead of fitting the contract to the needs of the Iraqi people.

49. RTI is also a subcontractor with Creative Associates International Inc., on the USAID education project titled Revitalization of Iraqi Schools and Stabilization of Education. This is an additional contact showing RTI's continuous and systematic business dealings in the District of Columbia. Reasonable discovery is likely to show that RTI has other USAID contracts as well.

50. There are numerous ongoing interconnections among RTI's corporate executives and the U.S. government. President and Chief Executive Officer Victoria Haynes serves on the advisory boards of three U.S. government labs: Pacific Northwest Laboratory, Los Alamos National Laboratory and the Sandia Engineering Research Foundation. Aaron S. Williams, a former high-ranking official at USAID, joined RTI in January 2003 in a newly created position: Vice President of International Business Development. Williams is also a high-ranking member of the U.S. Senior Foreign Service, a small group of tenured foreign service officers, as well as a member of the Council on Foreign Relations. Chief of Staff Lon E. Maggart is a retired U.S. Army commander who commanded the 1st Brigade, 1st Infantry Division, during the 1991 Gulf War. These individuals and others have numerous contacts with the forum related to Defendant RTI's contract with USAID.

51. Defendant Unity is a subcontractor which provides security services to RTI, which are necessary for RTI to fulfill its obligations under the USAID contract.

Reasonable discovery is likely to show that as a subcontractor to the RTI-USAID contract, Unity is in privity with RTI, and was also on notice of being haled into court in Washington, D.C. Terms of the agreement between RTI and Unity are dictated by § H.9, the Subcontracting Plan of RTI's USAID contract. But for RTI's contract with USAID, and the subcontract with Unity, the October 9th, 2007 shooting incident would not have occurred.

52. Defendants continuously and systematically solicit new business of United States Agency for International Development as well as other USAID contractors. Reasonable discovery is likely to show that Defendants have bid on other USAID contracts.

53. Defendant Unity advertises on its website that it is a "U.S. Federal Government Central Contractor Registered." See www.unityresourcesgroup.com. Defendant Unity advertises on the website of the U.S. Commercial Service (BuyUSA.gov), and is an active member of the International Peace Operations Association (www.ipoa.gov) and the Private Security Company Association of Iraq (www.psc.ai.org), both of which continuously and systematically solicit business from the U.S. government on their behalf. On its website, Unity says that Neil Marshall is their "Americas" contact. On information and belief, Unity does no business in the Americas other than as a USAID subcontractor. Reasonable discovery is likely to show that Mr. Marshall and other Unity executives travel to Washington, DC to facilitate their business with the US government. Unity has contacts with the United States as a whole to justify the exercise of jurisdiction under Superior Court Rule of Civil Procedure 4(k)(2).

54. Unity is only permitted to operate in Iraq because of its relationship with the U.S. government as a subcontractor. Its registration as a "U.S. Federal Government

Contractor Registered" and its license to operate in Iraq provide independent bases for personal jurisdiction. As a subcontractor to a USAID contract, it is subject to the rules of the Federal Federal Acquisition Regulations System, 48 C.F.R. 1.000 et. seq. (FARS) and has consented to be subject to them. Further contact with the forum may be found in the fact that Unity employs former U.S. military personnel in its ranks. On information and belief, one of the individuals who killed Ms. Antranick is a U.S. citizen employed by Unity.

VI. BACKGROUND FACTS CONCERNING THE LAWLESSNESS OF PRIVATE SECURITY CONTRACTORS IN BAGHDAD

55. Human rights organizations express their concerns over the lack of accountability for security contractors in Iraq and the aggressive tactics used by many contractors as a normal part of convoy protection. According to a January, 2008 report of Human Rights First, "[c]onvoys often speed down the wrong side of the road, use gunfire as warnings, and fire on civilian vehicles in response to perceived threats. Contractors often say that they were acting 'defensively.' Their aggressive approach and resort to violent force deeply alienates the local population and ultimately undermines the U.S. military mission. The U.S. government has fallen short of acting upon its legal responsibilities to challenge violations of the international human rights and humanitarian law, which itself quite likely exacerbates and promotes more abuse by contractors." See "Private Security Contractors at War: Ending the Culture of Impunity," Human Rights First (formerly Lawyers Committee on Human Rights), (January 2008) p. 8.

56. Although Blackwater, U.S.A. (now known as Xe Services) has attracted most of the attention to the issue of private security contractor accountability, information

available from many other sources shows that these issues extend far beyond one company and one incident, but rather reveal a pervasive problem of lack of accountability for the contractor community at large. *Id.*, p 9.

57. In a number of cases, contractors and former contractors have themselves spoken out about what they said was the indiscriminate use of force. In February 2004, four former Custer Battles security contractors told NBC News they resigned because fellow contractors "terrorized civilians, shooting indiscriminately as they ran for cover, smashing into and shooting up cars." *Id.*, p. 9, quoting Lisa Meyers and the NBC News Investigative Unit, "U.S. Contractors in Iraq Allege Abuses," *NBC News*, February 17, 2005.

58. A former Coalition Provisional Authority (CPA) advisor with experience traveling under both military and contractor escorts described contractor escorts as single-mindedly committed to their particular assignments, and either oblivious to or uninterested in the downside of abusive action. In contrast to military escorts, contractors focus only on the contract. "What they told me was, 'Our mission is to protect the principal at all costs. If that means pissing off the Iraqis, too bad.'" *Id.*, p. 10, quoting Steve Fainaru, "Where Military Rules Don't Apply: Blackwater's Security Force in Iraq Given Wide Latitude by State Dept.," *Washington Post*, September 20, 2007.

59. In July 2005, U.S. Army Brigadier General Karl Horst, deputy commander of the 3rd Infantry Division, with responsibility for security in and around Baghdad, spoke to the press about abusive security contractors: "These guys run loose in this country and do stupid stuff. There's no authority over them, so you can't come down on them hard when they escalate force. ... They shoot people, and someone else has to deal with the

aftermath. It happens all over the place." *Id.*, p. 10, quoting Jonathan Finan, "Security Contractors in Iraq Under Scrutiny After Shootings," *Washington Post*, September 10, 2005.

60. Other military commanders have expressed longstanding concerns regarding both the difficulties posed to the regular military by contractor abuses and the mission impact of their methods: "I personally was concerned about any of the civilians running around on the battlefield during my time there," said retired Army Col. Teddy Spain, who commanded a military police brigade in Baghdad. "My main concern was their lack of accountability when things went wrong." *Id.*, p. 10, quoting Sudarsan Raghavan and Thomas E. Ricks, "Private Security Puts Diplomats, Military at Odds: Contractors in Iraq Fuel Debate," *Washington Post*, September 26, 2007.

61. If a member of the U.S. military deployed to Iraq or Afghanistan is accused of a serious crime, the military has a substantial criminal justice establishment deployed and present in-country to investigate and conduct courts-martial of cases considered worthy for prosecution. With contractors, however, there is no systematic investigation or prosecution, with the exception of incidents of the highest political profile, which invariably result in late, uncoordinated and ad hoc responses by relevant agencies. Even in these cases, however, investigations by U.S. military or civilian authorities have practically never resulted in prosecutions. The United States, as a sending state, has both the obligation and the capacity to hold its private contractors accountable for crimes overseas. *Id.*, p. 20.

62. Human Rights First concludes that "[b]oth U.S. military and civilian agencies that contract with and use [Private Security Contractors, or PSC's] (including subcontractors

at any level) must develop and provide access to mechanisms to provide just compensation for wrongful deaths, injuries, or damages caused by PSCs in their employ, founded on principles of transparency, consistency, and fairness.

63. No such mechanisms exist. Defendants have neither compensated the estate of Ms. Antranick, nor accepted responsibility for their wrongful and criminal acts.

VII. GENERAL ALLEGATIONS

64. With respect to all of the causes of action described below, the harm to Plaintiff was caused by the acts or omissions of the Defendants.

65. Until the court applies its choice of laws rules, it is unclear whether the laws of the District of Columbia, North Carolina, or Iraq would apply to this case. Although citations to the D.C. Code are made herein, the elements of assault and battery, wrongful death, and negligence, vicarious liability, and damages are pled herein in general terms.

66. The defendants were aware that their acts and omissions were violations of the law. Murder without justification is a crime everywhere in the world, including Iraq, even though there is civil unrest in that country.

67. The acts and injuries to Plaintiffs and decedents described herein were part of a pattern and practice of systematic human rights violations by private security contractors and their employers which were aided and abetted, and/or ratified by Defendants and/or committed in conspiracy with them.

68. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and will continue to suffer harm including pain and suffering, property damage, loss of companionship, and severe mental anguish and emotional distress. The estate of Genevia Jalal Antranick suffered both economic and intangible losses, including her

fright and pain and suffering in the moments before her death. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

69. Defendants' acts and omissions were deliberate, willful, intentional, wanton, malicious and oppressive. This misconduct caused grave and foreseeable injuries to Plaintiff. Plaintiff is thereby entitled to punitive damages in amounts to be proven at trial.

Notice

70. Defendants had reason to know and/or did know the nature and scope of the conduct alleged herein, as well as conduct carried out through the use and benefit of the funding, equipment and other resources provided by Defendants. With this knowledge or probable knowledge, Defendants provided and continue to provide this funding, equipment and other resources to the persons responsible for the damages alleged herein.

71. Defendants had actual notice of other, similar incidents committed by Unity employees. These include the two incidents described supra at ¶ 14, and the 38 incidents reported by Washington Post reporter Steve Fainaru described supra at ¶ 15.

72. Defendants were also on notice of a similar incident involving the murder of about sixteen innocent Iraqis just four weeks before, by personnel of another security contractor, Blackwater USA (now Xe Services), yet failed to take steps to prevent similar incidents by their own agents and employees.

Agency and Vicarious Liability

73. In committing the conduct alleged herein, the persons who killed Ms. Antranick were acting under the supervision of Defendants and/or as Defendants' agents, and/or were acting within the course and scope of the security duties for which they were

retained, with the advance knowledge, acquiescence and/or subsequent ratification of Defendants. Each Defendant acquiesced in the conduct of the others, as alleged herein, and in the conduct of the persons who killed Ms. Antranick.

74. Defendants aided and abetted the murder of Ms. Antranick by providing substantial assistance to the people who killed her, in the form of money, weapons, instructions, encouragement, and assurances of impunity and/or indemnification. On information and belief Defendant RTI purchased some of these materials and provided them to Unity, as well as the money it paid to Unity.

75. Defendants provided the individuals who shot Ms. Antranick with work instructions and/or Rules for the Use of Force to these individuals. Reasonable discovery is likely to show that these instructions either were not followed, were inadequate, or were part of a conspiracy to protect their own employees at all cost. Both Defendants, Unity and RTI, knew or should have known of the 38 shooting incidents described in Steve Fainaru's book, *Big Boys Rule*.

Non-Delegability of Duty of Care

76. The performance of security work in Iraq is inherently dangerous, creating particular risks to others. It is of a kind that does not permit the delegation of a duty of reasonable care to an entity described as an independent contractor. Defendants are aware of these risks and have contemplated them in their contractual negotiations. Reasonable discovery is likely to show that these risks were considered by Defendants' insurers and that financial values were assigned to them.

77. Defendant RTI has not reasonably taken special precautions against the dangers to others involved in entrusting the security of its employees to Defendant Unity.

78. Defendants have allowed their employees / agents to disobey regulations promulgated by the U.S. and Iraqi authorities for private security contractors in Iraq.

79. The incident at issue in this case occurred in a public place. Defendants' security procedures, which apparently involve the frequent firing of machine guns at perceived threats in urban areas, make those areas dangerous for the use of members of the Iraqi public.

80. Defendants' work cannot be lawfully done except under license of a public authority; namely, the Government of Iraq.

Civil Conspiracy

81. Defendants agreed and conspired to commit the wrongful acts alleged herein, as evidenced by their acts and omissions in response to previous incidents of death, injury, and the use of excessive force by their employees or agents in Baghdad. Specifically, Defendants together agreed on the rules of engagement to be used and continued to operate in the same manner, even after 38 shooting incidents had occurred. Both Defendants, Unity and RTI, knew or should have known of the 38 shooting incidents described in Steve Fainaru's book, *Big Boys Rule*. Defendants also knew of a broader pattern of murders by other private security contractors in Iraq, and participated in this conspiracy. The continued efforts of David Rolfes to solicit new business in the District are contacts with the forum for the purpose of furthering this broader conspiracy.

82. Defendants' overt acts in furtherance of the conspiracy include an omission of investigating these 38 incidents and report them to relevant authorities, an omission of punishing the individuals involved in this and the other incidents, and an agreement on rules of engagement which recklessly disregard the lives in innocent bystanders in Iraq.

83. By fostering a culture of lawlessness among their employees and/or agents, Unity acquires a reputation for ruthlessness which enhances their image as effective security contractors. Unity's clients, such as RTI, may feel safer knowing they have bodyguards who don't hesitate to shoot. Likewise, RTI may have difficulty finding people to work in these dangerous jobs unless such ruthless techniques are employed. Since Unity's "Americas" office is in the District, reasonable discovery is likely to show overt acts in furtherance of the conspiracy which occurred in the District, which would also count as contacts with the forum for jurisdictional purposes.

VIII. CAUSES OF ACTION

First Cause of Action

Assault and Battery, Against All Defendants.

84. Plaintiff incorporates by reference all of the preceding paragraphs as if set forth herein.

85. Defendants and/or their agents caused Genevia Jalal Antranick to imminently fear and/or apprehend harmful, offensive and/or unlawful contact. By shooting Ms. Antranick, Defendants acted with the intent to threaten and harm and did actually threaten and harm her. Defendants' commissions and omissions, as alleged herein, demonstrated that Defendants agents and/or employees had an imminent ability and intent to subject Genevia Jalal Antranick to an intentional, offensive and harmful contact. Defendants knew or should have known that Genevia Jalal Antranick would regard such intentional and harmful contact as offensive. Ms. Antranick did not consent to this conduct. The acts described herein constitute assault, actionable under the laws of the District of Columbia, North Carolina, Iraq, and any other applicable jurisdiction.

Jurisdiction is vested pursuant to the Survival Act, D.C. Code §§ 12-101, et seq., and the general jurisdiction provision of D.C. Code § 11-921 (2001 ed. as amended).

86. Defendants and/or their agents committed intentional knowing, and/or reckless acts which resulted in harmful or offensive contact with the body of Ms. Antranick. Ms. Antranick did not consent to the contact. Defendants acted with the intent to cause injury and actually did cause injury, damage, and loss of life to Ms. Antranick as alleged herein. The acts described herein constitute battery, actionable under the laws of the laws of the District of Columbia, North Carolina, Iraq, and any other applicable jurisdiction.

87. As a result of these acts, Ms. Antranick was placed in great fear for her life and suffered severe psychological abuse and agony.

88. Defendants' acts were willful, intentional, wanton, malicious, and oppressive.

89. Defendants are liable to Plaintiff in that they aided and abetted, directed, ordered, requested, paid, were reckless in dealing with, participated in a joint criminal enterprise with, confirmed, ratified, were the principals of, and/or conspired with the individuals who shot Ms. Antranick.

Second Cause of Action

Wrongful Death, Against All Defendants.

90. Plaintiff incorporates by reference all of the preceding paragraphs as if set forth herein.

91. Defendants committed, or acted in concert to commit, or Defendants' employees or agents committed, acts that constitute wrongful death under the laws of the District of Columbia, North Carolina, Iraq, and any other jurisdiction, that caused the death of

Genevia Jalal Antranick. The Wrongful Death Statute of the District of Columbia is codified in § 16-2701 of the D.C. Code.

92. Defendants had a duty of reasonable care towards Genevia Jalal Antranick to ensure that neither they nor their agents engaged in conduct leading to or likely to lead to foreseeable harm, injury or death, as described herein. In engaging in the conduct alleged herein, Defendants and/or their agents have not acted as ordinarily prudent and careful persons would act in similar circumstances. Defendants failed to use due care to protect Genevia Jalal Antranick from foreseeable injury, harm, and death.

93. Defendants' actions and omissions were a direct and substantial cause of the death of Genevia Jalal Antranick. Defendants failed to use due care to protect innocent civilians such as Ms. Antranick from injury and harm, breaching this duty, causing, and proximately causing her wrongful death, as well as the emotional suffering of her father and other members of her family.

94. The death of Ms. Antranick was reasonably foreseeable. Defendants were aware of the 2006 murder of professor Kays Juma by Unity employees and of at least 37 other shooting incidents by Unity personnel while in the employ of RTI. However, while having the requisite control to do so, Defendants failed to correct the behavior of their employees and/or agents.

Third Cause of Action

Negligence *Per Se*, Against All Defendants

95. Plaintiff incorporates by reference all of the preceding paragraphs as if set forth herein, including but not limited to the elements of negligence in the wrongful death count ¶¶ 91-94 supra.

96. Murder without justification is a crime everywhere, including Iraq. The U.S. Department of Justice is prosecuting various employees of Xe Services, Inc. (formerly known as Blackwater) for their actions in a similar incident in Iraq, in D.C. District Court. The Iraqi laws which make murder a crime are the relevant statutes. Australian criminal law could also apply to any Australians involved in the incident. Section 6 of Australia's Crimes (Foreign Incursions and Recruitment) Act 1978 makes it an offence for a person to engage in hostile activity in a foreign State, including engaging in armed hostilities, as well as causing by force or violence the public in the foreign State to be in fear of suffering death or personal injury. Australia's Crimes (overseas) Act 1964 allows the application of this law extraterritorially. If Americans were involved in the incident, the laws of their states of residence could also apply extraterritorially. The murder of Ms. Antranick was the kind of conduct these statutes were intended to prevent, and she was the kind of person these statutes were intended to protect.

97. Jurisdiction for this count is vested pursuant to the Survival Act, D.C. Code §§ 12-101, et seq., and the general jurisdiction provision of D.C. Code § 11-921 (2001 ed. as amended).

Fourth Cause of Action

Negligent Hiring and Supervision, Against All Defendants.

98. Plaintiff incorporates by reference all of the preceding paragraphs as if set forth herein, including but not limited to the elements of negligence in ¶¶ 91-94 of the Second Cause of Action, supra.

99. Defendants were also negligent in hiring, training, and supervising their agents and employees. Defendants and/or their agents selected, hired, retained and/or contracted

with persons who were unfit, incompetent or otherwise dangerous. It was recently reported that one of Defendant Unity's employees tried to commit suicide while working as a security guard at the Australian embassy in Baghdad. On information and belief, the individual was a Chilean who had served in Chile's military under General Pinochet. This incident, if confirmed to be true, would constitute evidence of Defendants' practice of hiring individuals with latent mental health issues and who had previously worked for brutal regimes.

100. Both Defendants were negligent in hiring and supervising their employees or agents. RTI was negligent in hiring and supervising Unity Resources Group and its employees and/or agents. Unity was also negligent in hiring and supervising its employees and/or agents.

101. Defendants had a duty to Genevia Jalal Antranick to take reasonable care to ensure that its employees and/or agents were not unfit, incompetent or otherwise dangerous to Genevia Jalal Antranick. Defendants' conduct constitutes negligent hiring and supervision and is actionable under the laws of the District of Columbia, North Carolina, Iraq, and any other applicable jurisdiction.

102. Defendants also had a duty to instruct their employees and/or agents as to the rules of engagement which comport with their duty to protect the lives of innocent civilians such as Genevia Jalal Antranick. At all relevant times, Defendants and/or their agents, had the power, ability, authority and duty to stop engaging in the conduct described herein and to intervene to prevent or prohibit such conduct.

103. Defendants exercised control over the operative details of the actions taken by their employees and/or agents, including control over the resources, property, funding

and/or equipment used to injure and harm Genevia Jalal Antranick, as well as the rules of engagement under which they operated. Defendants also had the authority to supervise, prohibit, control, and/or regulate their employees and/or agents so as to prevent these acts and omissions from occurring. Defendants also had the ability to suspend the duties of their employees and/or agents until such time as the tortious conduct alleged herein was stopped and/or prevented. Reasonable discovery is likely to show that the persons who killed Ms. Antranick were never disciplined, and that they and others in the same position continue to operate in the same way in Iraq.

104. Defendants knew, or reasonably should have known, that their employees and/or agents would create a risk of harm and actually harm or otherwise violate Genevia Jalal Antranick's rights, and that, as a direct and proximate result of those violations, persons such as Genevia Jalal Antranick would suffer injuries as alleged herein. Defendants knew, or reasonably should have known, that unless they intervened to protect persons such as Genevia Jalal Antranick and properly supervise, prohibit, control and/or regulate the conduct described herein, their agents and/or employees would perceive their acts and omissions as being ratified and condoned.

105. Despite actual or constructive knowledge of the violent characteristics of these individuals, Defendants hired, retained, and/or contracted with them. At the time that Defendants selected, hired, retained and/or contracted with these employees and/or agents, and at all other relevant times, Defendants knew or reasonably should have known that they were unfit, incompetent, and/or dangerous, and that, as a result, would intentionally and/or negligently violate, did violate and would continue to harm persons

such as Genevia Jalal Antranick, as alleged herein. Defendants breached their duty to Genevia Jalal Antranick, who suffered death as a result.

106. Defendants failed to exercise due care by failing to train, supervise, prohibit, control or regulate their agents and/or employees. Defendants breached their duty to Genevia Jalal Antranick, who suffered harm and injury as a result, including harm and injury caused by resources, property, funding and/or equipment under Defendants' control.

107. As a direct and proximate result of Defendants' negligent selection, hiring, retention and/or contracting, and negligent supervision of their employees and/or agents, Plaintiff has suffered and continues to suffer injuries entitling Plaintiff to damages in amounts to be proven at trial.

108. Jurisdiction for this count is vested pursuant to the Survival Act, D.C. Code §§ 12-101, et seq., and the general jurisdiction provision of D.C. Code § 11-921 (2001 ed. as amended).

Fifth Cause of Action

Negligence in Failing to Rescue, Against All Defendants.

109. Plaintiff incorporates by reference all of the preceding paragraphs as if set forth herein.

110. After shooting Genevia Jalal Antranick, Defendants failed to call for assistance, thereby depriving Ms. Antranick of any chance she may have had of surviving the incident. Instead, Defendants' agents or employees sped away from the scene "like gangsters" according to an Iraqi police eyewitness.

111. Defendants had a duty to rescue Ms. Antranick, since they created the risk that led to her death. Defendants' agents or employees breached this duty by speeding away from the scene and not calling for medical assistance. Defendants had the ability to call for assistance, even as they sped away from the scene. A reasonable person would have called an ambulance.

112. The lack of immediate medical attention was a substantial factor in Ms. Antranick's death. It reduced her chance of living and was of a character naturally leading to her death.

Sixth Cause of Action

Loss of Companionship, Against All Defendants.

113. Plaintiff incorporates by reference all of the preceding paragraphs as if set forth herein.

114. At all times prior to her death, Jalal Askander was a faithful, loving, and dutiful parent of Genevia Jalal Antranick. After the death of his wife in 1998, Genevia Jalal Antranick was the member of his family closest to him, and took over many household duties, including caring for her younger sister Julia.

115. As a result of the acts of Defendants, Jalal Askander has been deprived of Genevia Jalal Antranick's society, comfort, attention, services, and support, all to his damage, in an amount to be proved at trial. In addition, he has suffered and incurred the expenses of funeral and burial for Genevia Jalal Antranick, in an amount to be proved at trial.

116. Defendants are liable to Plaintiff in that they aided and abetted, directed, ordered, requested, paid, were reckless in dealing with, participated in a joint criminal enterprise

with, confirmed, ratified, were the principals of, and/or conspired in causing Plaintiff to suffer loss of companionship.

117. Defendants' conduct constitutes loss of companionship and is actionable under the common law of the District of Columbia, North Carolina, Iraq, or any other applicable jurisdiction.

Damages

118. Plaintiff seeks compensatory and punitive damages in amounts to be ascertained at trial.

119. Ms. Antranick's family has been forced to suffer, and continues to suffer, severe psychological harm as a result of her murder. Plaintiff seeks damages for non-pecuniary loss resulting from loss of society, comfort, attention, services and support.

VIII. DEMAND FOR JURY TRIAL

120. Plaintiff hereby requests a trial by jury of all issues triable pursuant to Rule 38(b) of the Rules of Civil Procedure of the D.C. Superior Court.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court to:

- (a) enter judgment in favor of Plaintiff on all counts of the Complaint;
- (b) award Plaintiff compensatory and punitive damages;
- (c) award Plaintiff the costs of suit including reasonable attorneys' fees;
- (d) award Plaintiff such other and further relief as the Court deems just under the circumstances.

Respectfully submitted this August 24, 2010.

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