

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

LAW OFFICES OF ARMAN DABIRI)
& ASSOCIATES P.L.L.C.)
1725 I Street, N.W.)
Suite 300)
Washington, D.C. 20006)

CABINET SEFRIOUI)
72 Boulevard de Courcelles)
75017 - Paris)
FRANCE)

Plaintiffs,)

v.)

THE SOCIALIST PEOPLES LIBYAN)
ARAB JAMAHIRIYA)
Ministry of Foreign Affairs)
Tripoli, Libya)

MINISTRY OF FOREIGN AFFAIRS)
Ministry of Foreign Affairs)
Tripoli, Libya)

AHMED ABUBAKR ELMSELATI)
Ministry of Foreign Affairs)
Tripoli, Libya)

Defendants)

_____)

COMPLAINT

(Breach of Settlement Agreement and non payment of Attorneys Fees and Expense)

1. This is an action for enforcement of Settlement Agreement and non-payment of attorneys fees, costs incurred in representation and legal defense by counsel on behalf of the Socialist People’s Libyan Arab Jamahiriya (hereafter “Libya”), various government departments, its officials, agents, as well as agencies and instrumentalities of Libya before United States Courts.

THE PARTIES

2. Plaintiff Law Offices of Arman Dabiri & Associates, P.L.L.C. (“Dabiri”) is a Professional Limited Liability Company existing under the laws of, and doing business in, the District of Columbia.

3. Plaintiff Cabinet Sefrioui (“Sefrioui”) is French Law Firm existing under the laws of, and doing business in, Paris France.

4. Defendant Socialist People’s Libyan Arab Jamahiriya (“Libya”) is a foreign sovereign state as the term is defined in 28 U.S.C. § 1603.

5. Defendant Ministry of Foreign Affairs is a department of Libya and as such is a part of the Government of Libya, as the term is defined in 28 U.S.C. § 1603, and is responsible for the foreign affairs and conduct of Libya. Within this capacity, the Ministry of Foreign Affairs also is responsible for the monitoring of the foreign legal affairs of Libya.

6. Individual defendant Ahmed Abubakr Elmselati is a citizen of Libya and an official of the Ministry of Foreign Affairs as the Director for the Department Responsible for the Monitoring of Affairs in Washington. Defendant in such capacity is an agent of the Government of Libya as the term is defined in 28 U.S.C. § 1603.

Jurisdiction and Venue

7. The matter in controversy exceeds, exclusive of interest and costs, the sum of seventy-five thousand dollars. Subject-matter jurisdiction is vested in the Court under 28 U.S.C. § 1330.

8. This Court has subject-matter jurisdiction over defendants the Socialist People's Libyan Arab Jamahirya, the Ministry of Foreign Affairs, and Ahmed Abubakr Elmselati (acting in his capacity as Director for Department Responsible for the Monitoring of Affairs in Washington) pursuant to the Foreign Sovereign Immunities Act of 1976 ("FSIA"), as amended 28 U.S.C. § 1605(a)(2), and related statutes.

9. Venue is properly laid in this District under 28 U.S.C. §1391(f)(4).

FACTS OF THE CASE

10. In 1996, as part of the comprehensive Antiterrorism and Effective Death Penalty Act ("AEDPA"), Pub.L. No. 104-132, §221(a), 110 Stat. 1214 (Apr. 24, 1996) (1996 Amendment), Congress amended the FSIA to add a new exception to sovereign immunity where money damages were sought against foreign states that have been

designated as state sponsors of terrorism by the Secretary of State. Suit could be brought under the 1996 Amendment for *personal injury* or *death* caused by an act of torture, extrajudicial killing, aircraft sabotage, hostage taking, or the provision of material support or resources . . . for such an act. 28 U.S.C. § 1605(a)(7).

11. Libya, pursuant to 50 U.S.C. App. § 2405(j) or 22 U.S.C. § 2371, was designated as a State Sponsor of Terrorism by the Secretary of State in 1979.

Designations under these statutes are made by the Secretary of State for the purposes of regulating, respectively, exports and foreign aid. But since the passage of § 1605(a)(7) in 1996, the Secretary's designations affect foreign sovereign immunity as well.

12. At all times relevant to this suit Plaintiff Dabiri was legal counsel to the government of Libya in Washington, D.C.

13. At all times relevant to this suit Plaintiff Sefrioui was global legal counsel to the Government of Libya for all suit in the United States.

14. Beginning in the early 1990's, Anne Sefrioui, a partner in Cabinet Sefrioui, together with her late husband, acted as representatives of, and legal advisers to, the government of Libya in a series of suits instituted against Libya that arose out of alleged direct involvement of Libya with acts terrorism or the provision of material support for organizations or groups designated as terrorists. The first of such suits arose out of the bombing and destruction of Pan American flight 103 over Lockerbie, Scotland, in December 1988.

15. Sefrioui was mandated to act as global counsel and in such capacity to act as *dominus litis* to ensure the defense of the Government of Libya in all civil proceedings in the United States.

16. Sefrioui retained American counsel to represent the legal interests and defense of Libya for suits in New York and Washington, D.C. American counsel defended Libya in the following suits as well as all ensuing appeals to the United Circuit Courts of Appeal:

- *Rein v. Socialist People's Libyan Arab Jamahiriya*, 96-CV-2077 (EDNY)
- *Hartford Fire Ins. v. Socialist People's Libyan Arab Jamahiriya, et al.*
98-CV-3096 (DDC)
- *Kilburn v. Socialist People's Libyan Arab Jamahiriya, et al.*, 01-CV-1301
(DDC)
- *Simpson v. Socialist People's Libyan Arab Jamahiriya*, 00-CV-1722 (DDC)
- *Beecham v. Socialist People's Libyan Arab Jamahiriya, et al.*, 01-CV-2243
(DDC)
- *Harris v. Socialist People's Libyan Arab Jamahiriya, et al.*, 06-CV-732
(DDC)
- *Clay v. Socialist People's Libyan Arab Jamahiriya, et al.*, 06-CV-707
(DDC)
- *Cummock v. Socialist People's Libyan Arab Jamahiriya, et al.*

96-CV-1029 (DDC)

- Hagerman/Hurst v. Socialist People's Libyan Arab Jamahiriya, et al.,

02-CV-2147 (DDC)

- Fisher v. Socialist People's Libyan Arab Jamahiriya, et al., 04-CV-2055
(DDC)

- Fisher v. Socialist People's Libyan Arab Jamahiriya, et al., 05-CV-2454
(DDC)

- MacQuarrie v. Socialist People's Libyan Arab Jamahiriya, et al.,

04-CV-176 (DDC)

- Baker v. Socialist People's Libyan Arab Jamahiriya, et al., 03-CV-749
(DDC)

- Collett v. Socialist People's Libyan Arab Jamahiriya, et al., 01-CV-2103
(DDC)

- Patel v. Socialist People's Libyan Arab Jamahiriya, et al., 06-CV-626
(DDC)

- Tulty v. Socialist People's Libyan Arab Jamahiriya, et al.,

04-CV-1780 (DDC)

17. In March of 2008, the mandate of Sefrioui as global counsel was terminated by Libya.
18. Plaintiff Dabiri, was informed that the mandate of plaintiff Sefrioui would

be terminated in March of 2008 and was instructed to continue to act as local counsel in Washington, D.C. based upon the direct request of Defendant Elmselati.

19. Defendant Elmselati undertook and guaranteed the payment of attorneys fees and expenses on behalf of Libya for the period after the termination of the Sefrioui mandate.

20. Subsequent to the termination of the Sefrioui Mandate, most local American counsel were replaced by other American counsel.

21. Plaintiff Dabiri withdrew from all cases on behalf of Libya as lead counsel by the end of April 2008.

22. At the time of the termination of the Sefrioui mandate as global counsel Libya owed large sums to plaintiffs for legal fees and expenses for the defense of the suits listed in paragraph 17.

23. On December 6, 2008, Sefrioui and Defendant Elmselati, acting in his capacity as Director of the Office Responsible for the Monitoring of Affairs in Washington, Ministry of Foreign Affairs, executed a settlement agreement (“2008 Settlement Agreement”) for payment of all outstanding fees and expenses for plaintiffs Sefrioui and Dabiri as well as other local American counsel retained to defend suits against Libya.

24. The Settlement Agreement was in the Amount of 3,694,546.00 € (three million six hundred and ninety-four thousand five hundred and forty-six Euros).

25. Libya, pursuant to the communications regarding the Settlement Agreement, agreed to pay the entire settlement sum within one month of the execution.

26. Since the execution of the 2008 Settlement Agreement Libya has failed to honor or pay the agreed upon amount for legal fees and expenses of its counsel in defending the suits against Libya. Plaintiff Sefrioui has requested numerous meetings and communicated its intention to proceed to litigation on multiple occasions in an attempt to allow Libya to honor its obligations to its former defense attorneys.

27. In October of 2009, Cabinet Sefrioui, communicated its intention to institute suit to Libya before the Court for breach of the Settlement Agreement for payment of attorneys fees and expenses. To this date Libya has failed to respond and is in breach of its obligations to its former attorneys pursuant to the terms of its settlement agreement.

28. A large portion of the sum agreed upon in the 2008 Settlement Agreement is owed to Plaintiff Dabiri.

29. Libya also owes \$29,365.00 (twenty nine thousand three hundred sixty five USD) directly to Plaintiff Dabiri for legal services and fees for the period of February 2008 to April 2008 prior to the withdrawal of Dabiri from all Washington, D.C. cases against Libya where he was lead counsel during all relevant times.

COUNT ONE

BREACH OF SETTLEMENT AGREEMENT

30. Paragraphs 1-29 hereof are incorporated herein.

WHEREFORE, the Plaintiffs demands judgment for breach of the 2008 Settlement Agreement against the Defendants for a total of 3,694,546.00 €, together with prejudgment and post judgment interest at the legal rate.

COUNT TWO

FAILURE TO PAY ATTORNEYS FEES AND EXPENSES

31. Paragraphs 1-30 hereof are incorporate herein.

WHEREFORE, Plaintiff Dabiri demands judgment for failure to pay attorneys fees for a total amount of \$29,365.00, together with prejudgment and post-judgment interest at the legal rate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court grant Plaintiffs judgment in their favor and against Defendants on Counts One and Two -- and grant Plaintiffs:

A. That Defendants pay to the Plaintiffs reasonable costs and expenses of this action, and

B. That Defendants pay to the Plaintiffs reasonable attorney's fees to be allowed to the Plaintiffs by the Court; and

C. That Plaintiffs have such other and further relief as is just.

Dated: April 6, 2010



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