

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

**PROTECTION STRATEGIES, INC.,
2300 9th Street South
Suite 400
Arlington, Virginia 22204,**

Petitioner,

Civil No. _____

v.

**THE SANDI GROUP, INC., on behalf of itself
and derivatively on behalf of International
Protective Services, Inc.
2215 M Street, N.W.
Washington, D.C. 20037**

Respondent.

PETITION TO CONFIRM ARBITRATION AWARD

COMES NOW Protection Strategies, Inc. ("PSI"), by counsel, pursuant to 9 U.S.C. § 9, and for its application to confirm an arbitration award entered in favor of PSI and against The Sandi Group, Inc. ("TSG"), on behalf of TSG and derivatively on behalf of International Protective Services, Inc. states as follows:

PARTIES AND JURISDICTION

1. Petitioner PSI is a corporation organized and existing pursuant to the laws of the Commonwealth of Virginia with its principal place of business in the Commonwealth of Virginia.

2. Respondent TSG is a Delaware corporation with its principal place of business in the District of Columbia.

3. This case arises out of an arbitration proceeding – conducted in the District of Columbia pursuant to District of Columbia law – regarding a

contract that was executed and to be performed in the District of Columbia.

4. This Court has subject matter jurisdiction in this action pursuant to 28 U.S.C. § 1332 as this is a dispute between citizens of different states and the matter in controversy exceeds \$75,000.00. Additionally, this Court has subject matter jurisdiction pursuant to 9 U.S.C. § 9.

5. Venue properly lies in the District of Columbia.

FACTUAL ALLEGATIONS

6. On or about November 9, 2009, TSG instituted an arbitration proceeding (the "Arbitration") with the American Arbitration Association (the "AAA") against PSI alleging breach of contract, usurpation of corporate business opportunity, tortious interference with existing and prospective contractual relationships for economic advantage, misappropriation of trade secrets, unfair competition and unjust enrichment. A copy of the Statement of Claim TSG filed with the AAA is attached as Exhibit 1.

7. TSG initiated the Arbitration pursuant to a Joint Venture Agreement (the "JV Agreement") executed by PSI and TSG. A copy of the JV Agreement is attached as Exhibit 2 and is incorporated by this reference.


8. Paragraph 6(b) of the JV Agreement contains the parties' agreement to submit disputes to binding arbitration. Moreover, paragraph 6(b) states: "Any award or decision obtained from any such arbitration proceeding will be final and binding on the Parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof."

9. The AAA conducted a Final Hearing in the Arbitration from January 31, 2011 to February 10, 2011. The Final Hearing in the Arbitration was conducted in the District of Columbia.

10. On June 15, 2011, the AAA issued a written ruling in the Arbitration. The AAA denied each of the claims asserted by TSG. Moreover, the AAA granted PSI's counterclaim for attorneys' fees and ordered TSG to pay PSI \$375,131.85 to compensate PSI for the attorneys' fees and expenses it incurred in the Arbitration. A copy of the Award of Arbitrators issued by the AAA is attached as Exhibit 3 and is incorporated by this reference.

WHEREFORE, PSI respectfully requests that this Court, pursuant to 9 U.S.C. § 9 confirm the award of the AAA in the Arbitration by entering Final Judgment consistent with, and incorporating, the AAA's award. A proposed Order is attached.

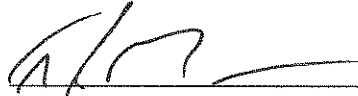
Respectfully submitted,

By: 
Robert E. Greenberg, Esq. #173708
Thomas F. Murphy, Esq. # 464475 ✓
Friedlander Mislner, PLLC
1101 17th Street, NW
Suite 700
Washington, DC 20036-4704
(202) 872-0800
Attorneys for Protection Strategies, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 20, 2011, a copy of the foregoing,
was served, pursuant to 9 U.S.C. § 12, via hand delivery on:

Haig V. Kalbian, Esq.
Mary M. Baker, Esq.
Kalbian Hagerty L.L.P.
888 17th Street, N.W., Suite 1000
Washington, D.C. 20006
Counsel for Respondent



Thomas F. Murphy