

UNITED STATES DISTRICT COURT  
DISTRICT OF COLUMBIA

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 Khadim Alkanani, an individual,  
 3435 Canyon Road  
 Gramberry, TX 75052  
  
 Plaintiff,  
  
 v.  
  
 Aegis Defense Services, LLC,  
 1825 K Street, Washington, DC,  
 Aegis Defence Services Limited ("Aegis"),  
 39 Victoria Street, London SW1H 0EU  
 United Kingdom, and  
 Unidentified Aegis Employees and/or Agents  
 ("Unidentified Agents")  
 39 Victoria Street, London SW1H 0EU  
 United Kingdom  
  
 Defendants.

Case No.  
**Jury Demand**

Case: 1:09-cv-01607  
Assigned To : Hogan, Thomas F.  
Assign. Date : 8/24/2009  
Description: PI/Malpractice

**JURY  
ACTION**

**COMPLAINT AND JURY DEMAND**

NOW COMES Kadim Alkanani, by and through his undersigned counsel,  
and states as follows:

**INTRODUCTION**

1. This action is being brought against Aegis Defense Services, LLC, and Defence Services Limited (collectively "Aegis").
2. In 2004, Aegis entered into a contract with United States for Security Management Services, Protective Services and Anti Terrorism Support, and Analysis for the Coalition

Provisional Authority Program Management Office Personnel, and Construction Service Contractors involved in the reconstruction efforts in Iraq.

3. On June 3, 2005, Plaintiff, then a United States Soldier, was returning from an intelligence mission in Bagdad in support of Coalition Operations in Iraq to the United States Military Facility at the Bagdad International Airport ("Facility").

4. Plaintiff was traveling in the passenger's seat of the lead vehicle of a three vehicle convoy.

5. The convoy vehicles were late model black European sedans that were utilized by United States Special Forces.

6. Approximately one and half miles from the Main Gate of the Facility, Plaintiff's vehicle passed through an initial check point manned by members of the Tenth Mountain Division.

7. On information and belief, the area inside the initial check point was under the exclusive control of the United States Coalition Forces.

8. At the check point, Plaintiff and the other members of his unit were required to show positive identification demonstrating that they were members of the Coalition Force, or otherwise authorized to enter the Facility.

9. After being cleared at the check point, Plaintiff's vehicle moved into the right lane which was reserved for DoD ("Department of Defense") vehicles and slowly proceeded at approximately fifteen miles per hour toward the Main Gate.

10. Directly ahead of Plaintiff's vehicle were three black sports utility vehicles utilized by members of the Army Corps of Engineers.

11. In addition to members of the Army Corps of Engineers, the vehicles contained on

information and belief, three Aegis security guards accompanying the Engineers.

12. These vehicles had passed through the check point immediately prior to Plaintiff's vehicle, and were approximately 150 to 200 yards ahead of the Plaintiff's vehicle.

13. After Plaintiff's vehicle had traveled a few hundred yards from the check point, one or more of the Aegis security guards opened fire on the Plaintiff's vehicle without warning or justification.

~~14. A round fired by the Aegis security guards towards Plaintiff struck and entered Plaintiff's~~  
right foot.

15. Following the incident, the Aegis security guards approached Plaintiff and apologized for the shooting.

16. This senseless shooting of innocent personnel is remarkably similar to other incidences allegedly involving Aegis which were captured on videos known as "Trophy Videos," and which depict senseless shootings of innocent personnel in automobiles from an armed vehicle.

17. Despite the fact that Plaintiff sought immediate medical treatment for his injuries, he developed Hepatitis "C," did not regain full function of the foot, and is permanently disabled.

18. As a result of his injuries, Plaintiff was discharged from the Army on September 19, 2006.

#### **PARTIES**

19. Plaintiff is Kadim Alkanani "(Sgt. Alkanani)". In 2005, Sgt. Alkanani was on active duty and stationed in Iraq serving his country as a Specialist for the 10<sup>th</sup> Group Special Forces for the United States Army. Plaintiff was in active duty from 2005 until September 19, 2006 when he was Honorably Discharged.

20. Plaintiff is a decorated soldier and a recipient of many awards including, but are not limited to, the National Defense Service Medal, The Global War On Terrorism Service Medal, the Iraq Campaign Medal, the Army Services Ribbon, the Overseas Service Ribbon, and the Armed Forces Reserve Medal.

21. Defendant, Aegis Defense Services, LLC, is a wholly owned subsidiary of Aegis Defense Services Limited, is a Delaware Corporation, and has its principle place of business in the District of Columbia at 1825 Kay Street, Northwest, Ste. 707, Washington, D.C. Aegis Defence Services, LLC is exclusively licensed by its parent to provide training and other services under the "Aegis" name and mark.

22. Defendant, Aegis Defense Services Limited is a limited liability corporation based in the United Kingdom. It is privately owned, security and risk management company with offices in the U.S. (through its subsidiary, infra), the U.K., Afghanistan, Kenya and other countries, and has operated and conducted multi-million dollar business operations with the United States, at all relative times herein.

23. Defendants, unidentified Aegis employees, agents and/or representatives ("Unidentified Agents"), were employees, agents, and/or representatives of Defendant Aegis, and engaged in the direct shooting of Plaintiff.

24. Unidentified Agents were at all relative times performing services within the scope of their authority on behalf of Defendant Aegis.

25. Reasonable discovery will establish that Aegis routinely conducted business and entered into contracts in this District.

26. In fact, according to Aegis, it has established a recruiting network in the United States

that allowed it to fill specific jobs based on an individual's qualifications, experience and personnel qualities.

27. Upon information and belief, many of the Aegis employees and/or representatives were recruited from the United States.

28. Upon information and belief, many of the Aegis employees, agents and/or representatives were contacted in the United States.

29. Aegis has achieved tremendous success in securing several multi-million dollar contracts with the United States, receiving at least \$624 million dollars as of November 24, 2008, for contracts No. W911SO-04-C-003; W91GDW-07-D4021; W91GDW-08-C4403; W91GY0-07-C-0004; W91GDW-08-C4012; W91GY0-07-D-008; and W91GDW-07-D4025

30. In the first contract entered in 2004, the United States awarded a contract to Aegis for Security Management Services, Protective Services and Anti Terrorism Support, and Analysis for the Coalition Provisional Authority Program Management Office Personnel, and Construction Service Contractors involved in the reconstruction efforts in Iraq.

31. Upon information and belief, the United States Department of Army's Project and Contracting Office was the United States Agency responsible for oversight of the contract.

#### **JURISDICTION AND VENUE**

32. This Court has original jurisdiction over the subject matter of this action pursuant to 28 USC § 1332 (Diversity Jurisdiction) and 28 USC § 1367 (Supplemental Jurisdiction).

33. Further, as admitted in paragraph 5 of another complaint filed by Defendant Aegis, in another case filed with this Court, Case No. 1:08-cv-00407-JDB titled *Aegis Defense Services Limited v Aegis Mission Essential Personnel, LLC.*, which is hereby attached as **Exhibit A**,

jurisdiction is proper in this Court with respect to activities in Iraq, as conferred by Coalition Provisional Authority Order No. 17 (Revised), Status of the Coalition Provision Authority MNF-Iraq, Certain Missions and Personnel in Iraq, CPA-ord-27 June 2004/17.

34. Venue is proper in this Court pursuant to 28 USC § 1391(a) (b) (c), and 28 USC § 1332.

#### **STATUTE OF LIMITATION**

35. Upon information and belief, the Soldier's and Sailor's Civil Relief Act (SSCRA) applies to Plaintiff in tolling the statute of limitations until he was Honorably Discharged on September 19, 2006, thus, rendering Plaintiff's claims timely since this instant action has been filed within the applicable Statute of Limitations.

#### **AEGIS CAUSED CAREER ENDING INJURIES TO A UNITED STATES SOLDIER ON JUNE 3, 2005**

#### **THE CONTRACT**

36. Upon information and belief, in May 2004 Aegis secured a \$293 million contract with the Department of Defense.

37. The contract included the providing of command control communication services, intelligence services, and security services to the Gulf Regional Division of the United States Army Corps of Engineers operations in Iraq.

38. Upon information and belief, the contract further required that with regard to security services and Aegis personnel that were issued weapons, Aegis was responsible for ensuring that all of their employees were properly trained and vetted in their use, including the appropriate safety procedures and applicable rules of engagement.

39. Upon information and belief, the contract that was awarded by the Pentagon was subject to review by the Office of the Special Inspector General for Iraq Reconstruction (SIGIR).

40. The SIGIR was created by Congress to provide oversight of the Iraq Relief and Reconstruction Fund (IRRF), via independent audit, field inspection, and criminal investigation into potential fraud, waste and abuse of funds.

41. Upon information and belief, an audit was released on April 22, 2005 by SIGIR and found that Aegis could not properly prove that they properly trained or vetted a number of armed employees.

42. Upon information and belief, based on an audit dated April 20, 2005 by the Office of the Special Inspector General for Iraq Reconstruction in Report No. 05-0005, it was found that:

Aegis did not fully comply with all the requirements in the five areas of the contract. Specifically, Aegis did not provide sufficient documentation to show all of its employees that were issued weapons were qualified to use those weapons or that its Iraqi's employees were properly vetted to ensure that they did not pose an internal security threat . . . as a result, there is no assurance Aegis is providing the best possible safety and government and reconstruction contractor personnel and facilities.

#### **THE SHOOTING**

43. On or about June 3, 2005, without justification or provocation, employees and/or agents of Aegis fired upon United States Military personnel, including Plaintiff.

44. The shooting occurred in an area where there were neither ongoing hostilities, nor a credible threat of imminent hostilities and was not consistent with existing rules of engagement authorized for self-defense.

45. An incident report prepared immediately after the incident characterized the situation as "non hostile."

46. The Defendants determination that Plaintiff's vehicle was a suicide bomber and constituted an immediate threat to unidentified agents or employees and their protectees, despite

the fact that the vehicle had just passed through a check point requiring positive identification and authorization to proceed and was behaving in a non-threatening manner, constituted a failure to exercise due care on the part of Defendants.

47. At the time of the shooting, Aegis and its Unidentified employees were not employees of the Department of Defense or on active duty with United States Military or performing operations under the direct command or supervision of the United States Military.

48. Aegis is responsible for the actions of its employees or agents performing security functions.

49. The identities of the Aegis employees, representatives, and/or agents who fired upon Plaintiff, are known to Defendant Aegis and will be discovered during the course of this litigation.

50. Aegis and its Unidentified Agents acted negligently and wrongfully by failing to prevent their employees, agents and/or representatives from engaging in foreseeable and predicable wrongful acts. Aegis and its Unidentified Agents' negligence include, but is not limited to, failing to take due care in hiring, failing to train, failing to supervise, failing to discipline and failing to investigate reports of wrong doing.

#### **DAMAGES**

51. Defendants are liable to Plaintiff for non-economic damages, which include, but are not limited to physical, mental and emotional distress, pain and suffering, mental anguish, anxiety, and Plaintiff's career ending injuries.

52. Defendants are, also, liable for Plaintiff's economic damages and his career ending injuries, which include, but is not limited to loss of future income, and medical expenses.

53. Plaintiff seeks compensatory and punitive damages in excess of the jurisdictional amount set forth in 28 U.S.C. §1332. Plaintiff, also, seeks any and all additional remedies (such as attorneys' fees) available under law and equity.

**COUNT ONE**

**NEGLIGENCE**

54. All preceding paragraphs are hereby incorporated by reference as if fully set forth therein.

55. Defendants owed a duty of care in performing security services while in Iraq.

Defendants and its employees and/or agents firing upon Plaintiff's vehicle was in breach of that duty

56. Defendants' negligence directly and foreseeably harmed Plaintiff

WHEREFORE, Plaintiff requests this Honorable Court award Plaintiff economic and non-economic damages, which include, but are not limited to damages for mental and emotional distress, pain and suffering in addition to compensatory and punitive damages to the extent allowed by laws plus costs and attorney fees in addition to other relief, the Court deemed just and equitable.

**COUNT TWO**

**NEGLIGENT HIRING TRAINING AND SUPERVISION**

57. All preceding paragraphs are hereby incorporated by reference as if fully set forth therein.

58. Defendants acted negligently and directly harmed Plaintiff by the following acts, which include, but are not limited to:

- a. failing to take the appropriate steps in hiring, retaining and/or contracting with the proper personnel to perform services;
- b. failing to properly screen personnel before their hiring, retaining and/or contracting with them;

- c. failing to train personnel properly;
  - d. failing to investigate allegations of wrongdoing;
  - e. failing to reprimand for wrongful actions; and
  - f. negligently permitting repeated lawlessness by its employees, agents and/or representatives.
59. Defendants' negligence directly and foreseeable harmed Plaintiff.

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WHEREFORE, Plaintiff requests this Honorable Court to award Plaintiff economic and non-economic damages, which include, but are not limited to damages for mental and emotional distress, pain and suffering in addition to compensatory and punitive damages to the extent allowed by laws plus costs and attorney fees in addition to other relief, the Court deemed just and equitable.

**COUNT THREE**

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

60. All preceding paragraphs are hereby incorporated by reference as if fully set forth therein.
61. Defendants intentionally inflicted severe emotional distress by way of extreme and outrageous conduct to Plaintiff.
62. Defendants intended or recklessly disregarded the probability Plaintiff would suffer emotional distress when directing offensive conduct toward Plaintiff or carrying out offensive conduct while aware of Plaintiff's presence.
63. Defendants set the condition, directly and/or indirectly, facilitated, ordered, acquiesced, confirmed, ratified and/or conspired with others to inflict emotional distress on Plaintiff.
64. Defendants' act was willful and outrageous, and caused grave and foreseeable injuries to

Plaintiff.

WHEREFORE, Plaintiff requests this Honorable Court to award Plaintiff economic and non-economic damages, which include, but are not limited to damages for mental and emotional distress, pain and suffering in addition to compensatory and punitive damages to the extent allowed by laws plus costs and attorney fees in addition to other relief, the Court deemed just and equitable.

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**COUNT FOUR**

**NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS**

65. All preceding paragraphs are hereby incorporated by reference as if fully set forth therein.
66. Defendants inflicted severe emotional distress on Plaintiff.
67. Defendants breached a duty owed to Plaintiff and others present at the scene when inflicting great bodily injury.
68. Defendants' negligence directly and foreseeably harmed Plaintiff.

WHEREFORE, Plaintiff requests this Honorable Court to award Plaintiff economic and non-economic damages, which include, but are not limited to damages for mental and emotional distress, pain and suffering in addition to compensatory and punitive damages to the extent allowed by laws plus costs and attorney fees in addition to other relief, the Court deemed just and equitable.

**COUNT FIVE**

**GROSS NEGLIGENCE**

69. All preceding paragraphs are hereby incorporated by reference as if fully set forth therein.
70. Defendants' outrageous conduct amounted to a wanton or reckless disregard for a human

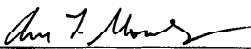
life or for the rights of others.

71. Defendants' conduct amounted to indifference, as to consequences of its willful or reckless actions.

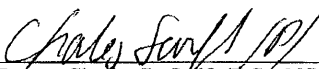
WHEREFORE, Plaintiff requests this Honorable Court to award Plaintiff economic and non-economic damages, which include, but are not limited to damages for mental and emotional distress, pain and suffering, plus compensatory and punitive damages to the extent allowed by laws plus costs and attorney fees in addition to other relief, the Court deemed just and equitable.

Respectfully submitted,

**Zwerling, Leibig & Moseley, P.C.**

  
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