

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**FADI ELSALAMEEN**  
2856 Arizona Avenue NW  
Washington, DC 20016

Plaintiff,

v.

**SPEAR OPERATIONS GROUP, LLC**  
2140 S. Dupont Highway  
Camden, DE 19934

and

**ABRAHAM GOLAN**  
P.O. Box 9801  
Rancho Santa Fe, CA 92067

Defendants.

Case No. 17-cv-341

**JURY TRIAL DEMANDED**

**COMPLAINT**

COMES NOW Fadi Elsalameen and hereby brings his claim for breach of contract against Spear operations Group, stating as follows:

**The Parties, Jurisdiction, And Venue**

1. Plaintiff Fadi Elsalameen ("Elsalameen") is an individual residing at 2856 Arizona Avenue NW, Washington, DC 20016.
2. Defendant Spear Operations Group ("Spear") is a Delaware limited liability company. Upon information and belief, Spear's member is Abraham Golan, a resident and citizen of California.
3. Defendant Abraham Golan is the CEO of Spear and Guarantor of the Service Agreement at issue, residing in Rancho Santa Fe, California, 92067.

4. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) in that complete diversity of citizenship exists between Plaintiff Elsalameen and each defendant, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial amount of the performance of the Service Agreement, and breach thereof, occurred in this judicial district.

**Facts Common To All Counts**

6. On or about March 8, 2016, Elsalameen, Spear, and Golan entered into the Service Agreement (the "Contract"), a true and correct copy of which is attached hereto and incorporated herein by reference as **Exhibit A**.

7. Pursuant to paragraph 7 of the Contract, Spear committed to pay Elsalameen:

a. a monthly retainer of \$20,000;

b. a \$50,000 signing bonus; and

c. twenty percent (20%) of all amounts Spear collects from the United Arab Emirates service provider in return for his services.

8. Golan agreed to serve as a guarantor of Spear's obligations to Elsalameen under the Contract.

9. Elsalameen complied with, and performed all requested services under the Contract.

10. The only contractual obligation with which Spear has complied to date is its payment of the \$50,000 signing bonus.

11. In breach of the Contract, Spear has failed to pay any of the monthly retainer or any of the 20% from the United Arab Emirates contracts.

12. On or about July 28, 2016, Elsalameen made a formal demand upon Spear for the amount owed per its breach of the Contract: \$922,600. See Exhibit B.

13. Spear still refuses to pay.

14. Nor has Golan stepped in as Guarantor to pay the \$922,600.

**COUNT I**  
**(Breach of Contract Against Spear)**

15. Elsalameen repeats the allegations in paragraphs 1 through 14.

16. As a direct result of Spear's breaches of contract, Elsalameen has been damaged in the amount of \$922,600.

17. WHEREFORE, Elsalameen requests that this Honorable Court enter judgment in his favor and against Spear in the amount of \$922,600, or in such additional amount to be proven at trial, plus interest, and grant such other and further relief as it may deem appropriate.

**COUNT II**  
**(Breach of Contract Against Guarantor Golan)**

18. Elsalameen repeats the allegations in paragraphs 1 through 17.

19. As a direct result of Golan's breach of contract as guarantor of amounts Spear owes Elsalameen, Elsalameen has been damaged in the amount of \$922,600.

20. WHEREFORE, Elsalameen requests that this Honorable Court enter judgment in his favor and against Golan in the amount of \$922,600, or in such additional amount to be proven at trial, plus interest, and grant such other and further relief as it may deem appropriate.

Dated: February 27, 2017

Respectfully submitted,

**FADI ELSALAMEEN**

By: /s/ Benjamin G. Chew  
Benjamin G. Chew (D.C. Bar No. 418577)  
Rory E. Adams (D.C. Bar No. 986549)  
Manatt, Phelps & Phillips LLP

Titles/Headings

21. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

22. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

23. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the District of Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

24. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

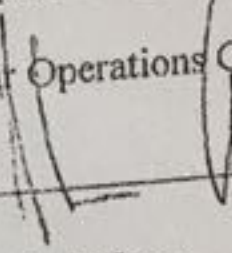
Waiver

25. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this  
8th day of March, 2016.

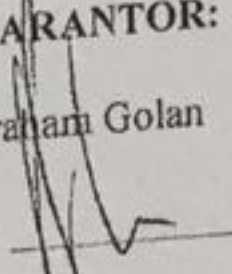
**SIGNED, SEALED AND DELIVERED**

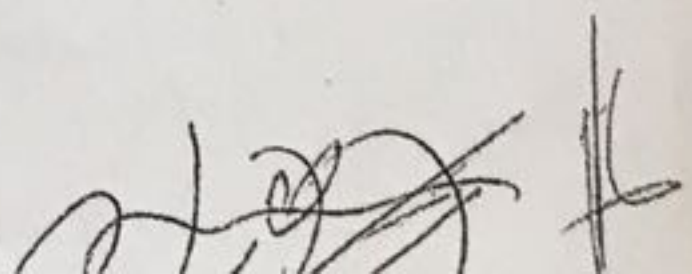
The parties signing below swear and affirm that they have the legal capacity to bind their respective companies.

Spear Operations Group (Customer)  
By:  (SEAL)  
Print Full Name ABRAHAM GOLAN  
Title: CEO

Fadi Elsalameen, (Service Provider)  
By: \_\_\_\_\_ (SEAL)  
Print Full Name \_\_\_\_\_  
Title: \_\_\_\_\_

**GUARANTOR:**

Abraham Golan  
By:  (SEAL)  
Print Full Name ABRAHAM GOLAN



1050 Connecticut Avenue NW, Suite 600  
Washington, DC 20037  
Telephone: (202) 585-6511  
Facsimile: (202) 585-6600  
Email: [bchew@manatt.com](mailto:bchew@manatt.com)  
Email: [radams@manatt.com](mailto:radams@manatt.com)

*Counsel for Plaintiff Fadi Elsalameen*

203938275.1

- o Mr. Abraham Golan  
P.O. Box 9801  
Rancho Santa Fe, CA, 20016
- o Mr. Fadi Elsalameen  
2856 Arizona Avenue, NW,  
Washington, District of Columbia, 20016

or to such other address as any Party may from time to time notify the other.

**Dispute Resolution**

14. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
15. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the District of Columbia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the District of Columbia.

**Modification of Agreement**

16. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time of the Essence**

17. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

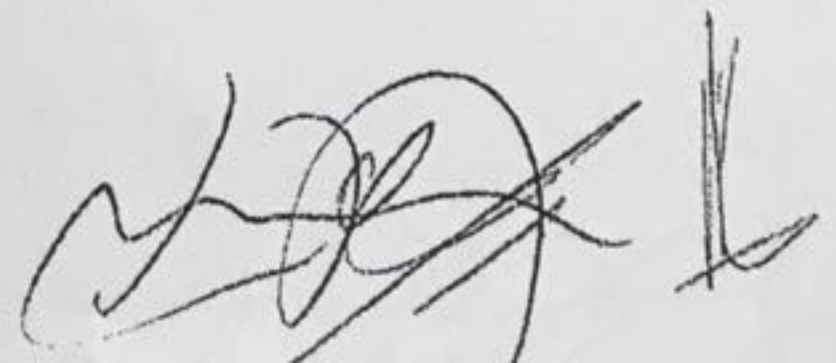
18. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

**Entire Agreement**

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Enurement**

20. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

A large, stylized handwritten signature in black ink, appearing to be a cursive name, located at the bottom right of the page.