

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

LIPTIS PHARMACEUTICALS USA, INC.

Plaintiff

vs.

INGRAHAM GROUP, LLC

Defendant

Civil No. 21-

Cause of action: Tortious Interference
with Contractual Relations

COMPLAINT

COMES NOW Plaintiff LIPTIS PHARMACEUTICALS USA, INC. (hereinafter, “Liptis USA” or “Plaintiff”), by and through its undersigned counsel, and very respectfully ALLEGES, STATES, AND PRAYS:

I. JURISDICTION AND VENUE

1. This Honorable Court has subject matter jurisdiction to allow this suit pursuant to 28 U.S.C. §1332(a). There is complete diversity of jurisdiction among the parties, and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

2. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) since this is the judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of the property that is the subject of the action is situated.

II. THE PARTIES

3. Plaintiff Liptis USA is a corporation organized and existing under the laws of the State of New York, with its principal place of business located in the State of New York.

4. Defendant Ingraham Group, LLC, (hereinafter “Ingraham” or “Defendant”) by information and belief, is a limited liability company organized and existing under the laws of

Puerto Rico, with its principal place of business also located in Puerto Rico.

III. FACTUAL ALLEGATIONS

5. Liptis USA is a pharmaceutical and nutritional supplement company with over 25 years of experience in sourcing, producing, and manufacturing products for distribution to different clients worldwide, including the raw materials needed for clients to produce their finished pharmaceutical and nutritional supplement products.

6. Liptis for Pharmaceuticals and Medical Devices SAE, formerly known as Liptis Egypt for Pharmaceuticals and Medical Devices SAE (hereinafter “Liptis Egypt”) is an affiliate of Liptis USA, which was established in Cairo, Egypt, on or about 2004.

7. From the onset, Liptis USA and Liptis Egypt entered into an agreement through which Liptis USA would be the sole provider of the raw materials Liptis Egypt needed to produce certain pharmaceutical and nutritional supplements licensed to Liptis Egypt by Liptis USA, and Liptis USA would support the financial costs of marketing said products in exchange for an appropriate raw material sales price. This agreement was memorialized in writing in January 2018, soon after Liptis Egypt established new management and a Board of Directors. The written contract entered between Liptis USA and Liptis Egypt was for a term of ten (10) years, i.e., until January of 2028.

8. Ingraham is a limited liability company registered with the Puerto Rico Department of State, formed on or around December 23, 2019. Per the Corporate Registry of the Puerto Rico Department of State, Ingraham was created “to engage in any lawful activity permitted under applicable law.” The only authorized person listed in the registry is Sami Omar, who up to 2017 was President of Liptis USA.

9. Upon information and belief, Ingraham was established for the sole purpose of

maliciously interfering with the Liptis Egypt-Liptis USA agreement as Liptis Egypt is its sole client and Ingraham did not have any history of operations prior to or since the Liptis Egypt transactions. Ingraham was established in December 2019 and remained dormant until the Liptis Egypt transactions took place.

10. On or around September 2020, Sami Omar became Liptis Egypt's Chief Operations Officer (C.O.O.), a senior executive position tasked with overseeing the business' day-to-day administrative and operational functions. As C.O.O., and as the former President of Liptis USA from 2007-2017, Mr. Omar was undoubtedly well aware of the existence of the contractual agreement between Liptis USA and Liptis Egypt, since, by virtue of this agreement, Liptis Egypt received all the raw materials needed to produce two of Liptis Egypt's finished products, licensed to it by Liptis USA.

11. Commencing on or around November of 2020, Ingraham knowingly and maliciously interfered with the contractual relationship existing between Liptis USA and Liptis Egypt. To those ends, on or around November of 2020, Ingraham received from Liptis Egypt an advance payment in the amount of £E 73,400,000.00 (seventy-three point four million Egyptian Pounds), which corresponds to around \$4,690,260.00 USD at the exchange rate applicable for that month.¹ This amount was stated as a "pre-paid expense for goods." Specifically, the payment was made in Ingraham's favor in exchange for **exactly** the same raw materials that Liptis USA had been providing for years, per the agreement entered into by Liptis USA and Liptis Egypt. Upon information and belief, Ingraham deposited the payment of the corresponding \$4,690,260.00 USD, or a portion of it, into a bank account at Banco Popular of Puerto Rico.

12. However, this pre-paid sum was for a much higher amount than the corresponding

¹ <https://www.exchangerates.org.uk/EGP-USD-spot-exchange-rates-history-2020.html>

raw materials that Liptis Egypt would receive. The amount of £E 73,400,000.00 corresponds to roughly two years' worth of raw materials, based on multiple prior transactions between Liptis USA and Liptis Egypt. Yet, in exchange for this disbursement in Ingraham's favor, Liptis Egypt only received approximately £E1,500,000.00 (\$100,000.00 USD) worth of raw materials, which indicates a continued agreement for the provision by Ingraham of the raw materials previously provided by Liptis USA, who was supposed to be the sole provider according to the agreement between Liptis USA and Liptis Egypt. On or around April of 2021, Ingraham Group commenced shipping the requested raw materials to Liptis Egypt.

13. Through its authorized representative, Sami Omar, Ingraham was completely knowledgeable about an existing contractual agreement between Liptis USA and Liptis Egypt. Therefore, Ingraham was unequivocally aware that the transaction to procure raw materials in favor of Liptis Egypt would be in detriment to the contractual agreement between Liptis USA and Liptis Egypt.

14. Ingraham's interference in the supply chain for raw materials has directly caused damages to Plaintiff. Specifically, after Liptis Egypt made the disbursement in favor of Ingraham, Liptis Egypt failed to issue letters of credit in favor of Liptis USA for several purchase orders for raw materials that had been already issued by Liptis Egypt prior to the change in management, despite their long-standing contractual agreement to those ends.

15. Liptis USA benefitted financially from the recurring orders made by Liptis Egypt to source its raw materials. Liptis USA's loss of a steady income stream that the contractual agreement generated is directly and solely attributable to Ingraham's tortious interference.

16. The sole reason for which Liptis USA is no longer the provider of raw materials to Liptis Egypt is Ingraham's knowing and malicious interference with the long-standing agreement

between Liptis USA and Liptis Egypt.

IV. CAUSES OF ACTION

Cause of Action: Tortious Interference with a Contractual Relationship

17. The paragraphs stated hereinbefore are literally incorporated herein and are made part of this paragraph.

18. The First Cause of Action arises under Article 1802 of the Puerto Rico Civil Code,² which states that: “A person who by an act or omission causes damage to another through fault or negligence shall be obliged to repair the damage so done. Concurrent imprudence of the party aggrieved does not exempt from liability but entails a reduction of the indemnity.” See P.R. Laws Ann. Tit. 31 § 5141.

19. Ingraham knowingly and maliciously interfered in the contractual agreement established between Liptis USA and Liptis Egypt.

20. As a direct effect of Ingraham’s usurpation of the raw material procurement process in Liptis Egypt’s favor, Liptis USA has already suffered damages in an estimated amount of \$4,700,000.00 USD, corresponding to the procurement orders slated to be requested by Liptis Egypt during the previous months, which were never received. Additionally, as prospective procurement orders from Liptis Egypt are failed to be received by Liptis USA, Plaintiff estimates that the total amount of damages due to the missed procurement orders stated in the contractual agreement, and through the conclusion of the agreement in January of 2028, is valued at \$28,000,000.00 USD.

21. Plaintiff requests a trial by jury.

² This article corresponds to Article 1536 of the new Puerto Rico Civil Code of 2020.

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.