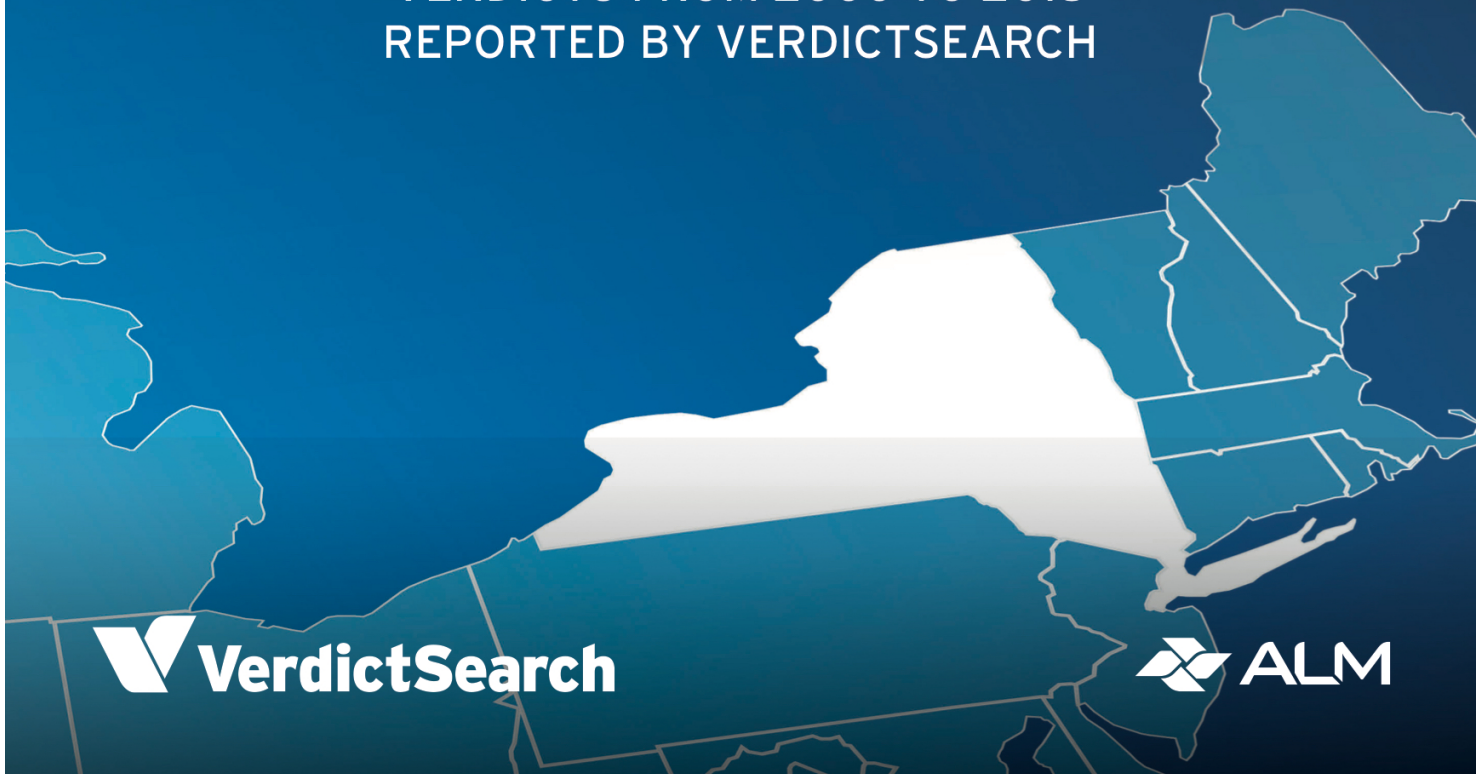




NEW YORK'S HIGHEST RANKING
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CONTRACTS NO. 5

VERDICT AWARD: \$25,301,470.00

CASE NAME: *LifeTree Trading Pte., Ltd. v. Washakie Renewable Energy, LLC, Isaiah Kingston, Jacob Kingston, Rachel Kingston, and Washakie Entity #1, Washakie Entity #2, Washakie Entity #3, Washakie Entity #4, and WashakieEntity #5, the last five names being entities currently unknown to plaintiff but believed to have entered into a contract with, and/or perpetrated a fraud against, plaintiff, No. 14 CV 9075*

PLAINTIFF ATTORNEY:

- Joshua E. Abraham of Law Office of Joshua E. Abraham for LifeTree Trading Pte. Ltd.

PLAINTIFF EXPERT:

- J. Stephen Lucas; Environmental Fuels; Trumbull, CT called by Joshua E. Abraham

DATE: November 29, 2017

JUDGE: J. Paul Oetken

TRIAL LENGTH: 3 days

TRIAL DELIBERATIONS: 1.5 hours

SUMMARY:

In July 2014, LifeTree Trading Pte. Ltd., a Singapore-based provider of biofuel, was informed that a vendor, Salt Lake City-based Washakie Renewable Energy, LLC, wished to postpone scheduled delivery of biofuel that LifeTree Trading had been contracted to provide. The companies had signed a contract that specified that some 90,000 metric tons of biofuel would be incrementally delivered during the final seven months of 2014. The postponement was attributed to Washakie Renewable Energy's inability to obtain a required letter of credit. Washakie Renewable Energy never received any of the contractually required deliveries of biofuel. In December 2014, it formally canceled the parties' contract. LifeTree Trading sued Washakie Renewable Energy and three of the corporation's principals, Isaiah Kingston, Jacob Kingston and Rachel Kingston. The lawsuit alleged that the defendants breached the parties' contract. The lawsuit also alleged that the Kingstons fraudulently induced LifeTree Trading's undertaking of the contract. Plaintiff's counsel withdrew the claims against the Kingstons, and Washakie Renewable Energy conceded a breach of contract. The trial addressed damages against Washakie Renewable Energy.

The jury found that LifeTree Trading suffered damages that stemmed from Washakie Renewable Energy's breach of the parties' contract. The jury determined that damages totaled \$25,301,470.

NEW YORK VERDICTS HALL OF FAME: How did this case come across your desk and what made you decide to take it on?

This case was referred to me by a friend. It seemed like a very interesting and complex legal case.

NYVHOF: Were there key bits of evidence or testimony that led to the win?

We were able to demonstrate during the course of discovery that the defendant's key executive lied during their depositions and in prior affidavits concerning their defenses to liability. As a result, the defendant conceded liability in response to our motion for summary judgment and for sanctions. The focus of the trial was damages, and the jury awarded us our entire damages claim.

NYVHOF: What kept you up at night on this case?

A surprise at trial that we did not anticipate kept me up at night.

NYVHOF: In your practice, how often do cases like this go to trial and not settle? And what advice can you give to your peers when preparing for a huge case like this?

Cases such as this rarely go to trial. The advice I would give is to always prepare your cases as if they will be tried before a jury. Don't assume your case will settle. Be prepared to go the distance at all times.



JOSHUA ABRAM



CONTRACTS						
Rank	Total	Headline	Date	Case	Venue	Attorney(s)
1	\$132,307,027.00	Record companies battled over rights to rapper's works	05/06/03	TVT Records and TVT Music, Inc. v. The Island Def Jam Music Group and Lyor Cohen	Federal	Peter Haviland (Lead), Akin Gump Strauss Hauer & Feld LLP, Los Angeles, CA; Rhonda Trotter (Co-Lead), Akin Gump Strauss Hauer & Feld LLP, Los Angeles, CA; Pamela Gurley, Akin Gump Strauss Hauer & Feld LLP, Los Angeles, CA; Abid Qureshi, Akin Gump Strauss Hauer & Feld LLP, Los Angeles, CA
2	\$54,800,000.00	Lenders charged excessive fees, mortgagors alleged	12/19/14	Joseph Mazzei, on behalf of himself and all others similarly situated v. The Money Store and TMS, Mortgage, Inc.	Federal	Moshe Horn (Lead), Seeger Weiss LLP, New York, NY; Paul Grobman, Law Offices of Paul Grobman, New York, NY; Christopher Van de Kieft, Seeger Weiss LLP, New York, NY; Neal DeYoung, Sharma & DeYoung LLP, New York, NY; H. Rajan Sharma, Sharma & DeYoung LLP, New York, NY
3	\$38,289,575.66	Bank denied having forged signature of loans' guarantor	01/14/13	Abraham Leser v. U.S. Bank National Association	Federal	Steven Cooper (Lead), Reed Smith LLP, New York, NY; Harry H. Rimm, Reed Smith LLP, New York, NY
4	\$28,800,000.00	Contractor too slow in hotel construction, defense pled	06/23/05	Fluor Daniel Caribbean Inc. v. Humphreys (Cayman) Limited a/k/a Cesar Hotelco (Cayman) Limited	Federal	Dwight J. Davis (Co-Lead), King & Spalding, Atlanta, GA; Michael Libor (Co-Lead), Morgan Lewis & Bockius, Philadelphia, PA; Edward G. Kehoe, King & Spalding, New York, NY
5	\$25,301,470.00	Fuel provider claimed failed deal led to millions in expenses	11/29/17	LifeTree Trading Pte., Ltd. v. Washakie Renewable Energy, LLC, Isaiah Kingston, Jacob Kingston, Rachel Kingston, and Washakie Entity #1, Washakie Entity #2, Washakie Entity #3, Washakie Entity #4, and Washakie Entity #5, the last five names being entities currently unknown to plaintiff but believed to have entered into a contract with, and/or perpetrated a fraud against, plaintiff	Federal	Joshua E. Abraham, Law Office of Joshua E. Abraham, New York, NY
6	\$10,125,000.00	Prince claimed his attorneys breached fiduciary duty	12/15/10	Casa de Meadows Inc. (Cayman Islands), Amedeo Hotels Limited Partnership and Duli Yang Teramat Mulia Paduka Seri Pengiran Digadong Sagibul Mal Pengiran Muda Haji Jefri Bolkuah v. Faith F. Zaman, Thomas William Derbyshire, Eurofinch Limited, Fitzjohn's Holdings Inc., Oceanview Estate LLC, Bel-Air Hotel Company LLC, Arzie Zarmani and Marcus Zaman / Faith F. Zaman and Thomas W. Derbyshire v. Pengiran Muda Abdul Hakeem, Pengiran Muda Bahar, Dayang Jefridah Mohammed Louis and Cedar Swamp Holdings Inc.	New York County	Mark A. Cymrot (Lead), Baker and Hostetler LLP, Washington, DC; Peder A. Garske, Baker and Hostetler LLP, Washington, D.C.; Anthony P. Gentile, Godosky & Gentile, P.C.