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9  
10 **UNITED STATES DISTRICT COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **OAKLAND DIVISION**

13 MOCHA MILL, INC., MONK OF MOCHA  
14 SPECIALTY COFFEE PRODUCTION  
AND EXPORT, INC., IBRAHIM A.  
15 ALAELI, YASIR H. KHANSHALI, AND  
ADNAN G. AWNALLAH,

16 Plaintiffs,

17 v.

18 PORT OF MOKHA, INC., PORT OF  
19 MOKHA LLC, MOKHA FOUNDATION,  
BLUE BOTTLE COFFEE, INC., METRA  
20 COMPUTER GROUP FZCO, T&H  
21 COMPUTERS, INC., MOKHTAR F.  
ALKHANSHALI, AND IBRAHIM  
22 AHMAD IBRAHIM,

23 Defendants.

No. CV 18-2539

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

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1 Plaintiffs Mocha Mill, Inc. (“Mocha Mill”), Monk of Mocha Specialty Coffee  
2 Production and Export, Inc. (“Monk of Mocha”), Ibrahim A. Alaeli (“Alaeli”), Yasir H.  
3 Khanshali (“Khanshali”), and Adnan G. Awnallah (“Awnallah”) (collectively, “Plaintiffs”)  
4 bring this action against Port of Mokha, Inc. (“Port of Mokha”), Port of Mokha LLC, (“Port  
5 of Mokha”), The Mokha Foundation (“Mokha Foundation”), Blue Bottle Coffee, Inc. (“Blue  
6 Bottle”), Metra Computer Group Fzco (“Metra”), T&H Computers, Inc. (“T&H”), Mokhtar  
7 F. Alkhanshali (“Mokhtar”), and Ibrahim Ahmad Ibrahim (“Ahmad”) (collectively,  
8 “Defendants”). Plaintiffs allege the following based upon information and belief and  
9 personal knowledge.

### 10 **I. NATURE OF THE ACTION**

11 1. This action raises claims of conspiracy and violations of the Racketeer  
12 Influenced and Corrupt Organizations Act (“RICO”), including fraud, extortion and money  
13 laundering, as well as breach of fiduciary duty, interference with prospective economic  
14 relationships, conversion, unjust enrichment, and unfair competition.

15 2. Before Mocha Mill, Yemeni coffee was considered inferior to most other  
16 coffees. Plaintiffs’ business plan was to locate, cultivate, refine, import, and sell for the  
17 first time in centuries premium, specialty Yemeni coffee. To accomplish this goal,  
18 Plaintiffs invested years of effort and over half a million dollars developing relationships  
19 with Yemeni farmers to locate, refine, and cultivate coffee varieties that have come to be  
20 considered among the best in the world. Mocha Mill also spent significant resources  
21 establishing relationships with and marketing to elite distributors worldwide, making  
22 Mocha Mill’s Yemeni coffee the most highly anticipated coffee of 2016. Given this allure  
23 and anticipation, Mocha Mill was poised to be thrust into the forefront of the specialty  
24 coffee market to earn itself a tremendous competitive advantage through first-mover  
25 relationships, establishing a dominant foothold in the industry.

26 3. Defendants, led by Mocha Mill’s own CEO (Mokhtar), knew this and sought  
27 to usurp Mocha Mill’s business for competitor Port of Mokha through an extensive RICO  
28

1 conspiracy. Defendants used Mokhtar’s position of trust as Mocha Mill CEO to engage in  
2 a pattern of racketeering activity involving numerous unlawful acts, including:

- 3 a. Embezzlement and Wire Fraud (Apr. 2014 – Dec. 2015);
- 4 b. Extortion (Mar. 2015);
- 5 c. Wire Fraud and Extortion Conspiracy (Jun. – Nov. 2015);
- 6 d. Wire Fraud Conspiracy (Nov. 2015 – Apr. 2016);
- 7 e. Wire Fraud Conspiracy (Apr. 2016 – Jun. 2016);
- 8 f. Extortion Conspiracy (Apr. 2016 – Jun. 2016);
- 9 g. Obstruction and Spoliation of Evidence (May 2016 – unknown);
- 10 h. Money Laundering (May 2016 – present)

11 4. Now, Port of Mokha thrives on the labor and assets stolen by the RICO  
12 enterprise, which continues to benefit from its unlawful activities as well as money  
13 laundering using criminal proceeds. Victim Mocha Mill continues to suffer injury and  
14 damages as a result.

## 15 **II. JURISDICTION AND VENUE**

16 5. This Court has jurisdiction over this matter under 28 U.S.C. § 1331, based  
17 on the federal claims asserted under the Racketeer Influence and Corrupt Organizations  
18 Act (“RICO”), 18 U.S.C. §§ 1961 *et seq.*, and 18 U.S.C. §§ 1331, 1334, 1962, and 1964.

19 6. This Court may exercise supplemental jurisdiction over Plaintiffs’ state-law  
20 claims pursuant to 28 U.S.C. § 1367, because all of Plaintiffs’ state-law claims are derived  
21 from a common nucleus of operative facts and are of the kind Plaintiffs would ordinarily  
22 expect to try in one judicial proceeding.

23 7. This Court has personal jurisdiction over Defendants pursuant to 18 U.S.C.  
24 § 1965 and 28 U.S.C. § 1391.

25 8. Venue is proper in this District under 18 U.S.C. § 1965 and 28 U.S.C.  
26 § 1391(b), because:

- 27 (a) the majority of defendants and witnesses reside, have their principal place of

1 business, are found, have agents, and/or transact business in this District; and  
2 (b) a substantial part of the events or omissions giving rise to the claims raised  
3 herein occurred in this District.

4 Furthermore, pursuant to 18 U.S.C. § 1965(b), the ends of justice require that other  
5 parties residing in any other district be brought before this Court given the significant  
6 contacts in this District of most defendants and witnesses.

### 7 **III. PARTIES**

#### 8 **A. Plaintiffs**

9 9. Plaintiff Mocha Mill, Inc. (“Mocha Mill”) is a California corporation with its  
10 headquarters and principal place of business in Oakland, California. The company was  
11 founded to locate, cultivate, refine, import, and bring to market premium Yemeni coffee  
12 for the first time in centuries.

13 10. Mocha Mill’s business was stolen by the Port of Mokha RICO enterprise  
14 through a pattern of racketeering activity.

15 11. Plaintiff Monk of Mocha Specialty Coffee Production and Export, Inc. (“Monk  
16 of Mocha”) is a California corporation with its headquarters and principal place of  
17 business in Oakland, California, and is the predecessor company to Mocha Mill.

18 12. Plaintiff Ibrahim A. Alaeli (“Alaeli”) is currently a citizen of the State of  
19 California, residing in or around Alameda County. Plaintiff Alaeli is a partner and  
20 shareholder in Mocha Mill and Monk of Mocha.

21 13. Plaintiff Yasir H. Khanshali (“Khanshali”) is currently a citizen of the State  
22 of California, residing in or around Stanislaus County. Plaintiff Yasir is a partner and  
23 shareholder in Mocha Mill.

24 14. Plaintiff Adnan G. Awnallah (“Awnallah”) is currently a citizen of the State  
25 of California, residing in or around Alameda County. Adnan is a partner and shareholder  
26 in Mocha Mill.

1           **B. Defendants**

2           15. Defendant Port of Mokha, Inc. (“Port of Mokha”) is a Delaware corporation  
3 with its headquarters and principal place of business in Oakland, California.

4           16. Defendant Port of Mokha, Inc. is a member of the RICO enterprise that stole  
5 Mocha Mill’s business and supplanted Mocha Mill with Port of Mokha through a pattern  
6 of racketeering activity, including, *inter alia*, fraud, extortion, and money laundering.

7           17. Defendant Port of Mokha LLC (“Port of Mokha”) is a Delaware limited  
8 liability company with its headquarters and principal place of business in Oakland,  
9 California.

10          18. Defendant Port of Mokha LLC is a member of the RICO enterprise that stole  
11 Mocha Mill’s business and supplanted Mocha Mill with Port of Mokha through a pattern  
12 of racketeering activity, including, *inter alia*, fraud, extortion, and money laundering.

13          19. Port of Mokha, Inc. and Port of Mokha LLC operate interchangeably as “Port  
14 of Mokha,” selling premium Yemeni coffee worldwide.

15          20. The Mokha Foundation (“Mokha Foundation”) appears to be a foundation  
16 established and operated by Port of Mokha, but the foundation appears to be registered in  
17 neither California nor Delaware. A portion of each sale of Port of Mokha coffee appears to  
18 be funneled to The Mokha Foundation, which Port of Mokha appears to utilize to fund  
19 certain company operations with Yemeni coffee farmers and help strengthen Port of  
20 Mokha’s goodwill.

21          21. Defendant Blue Bottle, Inc. (“Blue Bottle”) is a Delaware corporation with its  
22 headquarters and principal place of business in Oakland, California. Blue Bottle is a  
23 major distributor and retailer of premium coffee.

24          22. Defendant Blue Bottle engaged in a RICO conspiracy with Port of Mokha to  
25 defraud Plaintiffs.

26          23. Defendant Metra Computer Group Fzco (“Metra”) is a company based in  
27 Dubai, United Arab Emirates that operates as a distributor of information technology

1 products in the Middle East.

2 24. Defendant Metra engaged in a RICO conspiracy with Port of Mokha to  
3 defraud Plaintiffs.

4 25. Defendant T&H Computers, Inc. (“T&H”) is a California corporation with its  
5 headquarters and principal place of business in San Carlos, California. T&H is a  
6 subsidiary of Metra Computer Group Fzco. T&H’s business includes wholesale  
7 distribution of computers, computer peripheral equipment, and computer software.

8 26. Defendant T&H engaged in a RICO conspiracy with Port of Mokha to  
9 defraud Plaintiffs.

10 27. Mokhtar F. Alkhanshali (“Mokhtar”) is currently a citizen of the State of  
11 California, residing in or around Alameda County.

12 28. Mokhtar is the CEO of Port of Mokha, Inc., and is a founding shareholder of  
13 the corporation. Mokhtar is also a founding member/owner of Port of Mokha LLC.

14 29. Mokhtar is the leader of the RICO enterprise that stole Mocha Mill’s  
15 business and supplanted Mocha Mill with Port of Mokha through a pattern of  
16 racketeering activity.

17 30. Ibrahim Ahmad Ibrahim (“Ahmad”) is currently a citizen of the State of  
18 California, residing in or around Alameda County.

19 31. Ahmad is the Operations and Finance Executive of Port of Mokha, Inc., and  
20 is a founding shareholder of the corporation. Ahmad is also a founding member/owner of  
21 Port of Mokha LLC.

22 32. Ahmad is the second-in-command of the RICO Enterprise that stole Mocha  
23 Mill’s business and supplanted Mocha Mill with Port of Mokha through a pattern of  
24 racketeering activity.

25 **IV. RICO ALLEGATIONS**

26 33. As alleged herein, Plaintiffs bring claims pursuant to 18 U.S.C. §§ 1962(c)  
27 and (d), and 1964 of the Racketeer Influenced and Corrupt Organizations Act (“RICO”)



1 against all Defendants. The following allegations pertain to each claim for relief under  
2 RICO.

3 34. Plaintiffs are each “persons,” as that term is defined in 18 U.S.C. § 1961(3),  
4 who were injured in their business or property as a result of Defendants’ wrongful  
5 conduct.

6 35. Defendants are, and at all relevant times were, “persons” within the  
7 meaning of 18 U.S.C. § 1961(3), because they are entities capable of holding legal or  
8 beneficial interest in property.

9 36. Section 1964(c) provides that “[a]ny person injured in his business or  
10 property by reason of a violation of section 1962 of this chapter may sue therefore . . . and  
11 shall recover threefold the damages he sustains and the cost of the suit, including a  
12 reasonable attorney’s fee.” 18 U.S.C. § 1964(c).

13 37. Section 1962(c) makes it unlawful “for any person employed by or associated  
14 with any enterprise engaged in, or the activities of which affect, interstate or foreign  
15 commerce, to conduct or participate, directly or indirectly, in the conduct of such  
16 enterprise’s affairs through a pattern of racketeering activity or collection of unlawful  
17 debt.” 18 U.S.C. § 1962(c).

18 38. RICO defines an enterprise as “any individual, partnership, corporation,  
19 association, or other legal entity, and any union or group of individuals associated in fact  
20 although not a legal entity.” 18 U.S.C. § 1961(4).

21 39. Section 1962(d) makes it unlawful “for any person to conspire to violate any  
22 of the provisions of subsection (a), (b), or (c) of [§ 1962].”

23 40. As alleged throughout this Complaint, the Enterprise orchestrated and  
24 conspired with others to orchestrate and carry out coordinated schemes designed to steal  
25 through a pattern of racketeering activity the business assets, relationships, and  
26 opportunities that Mocha Mill had spent significant time and money developing, causing  
27 injury and damages to Mocha Mill in the amount of tens and hundreds of millions of  
28

1 dollars. Defendants conspired to and did conduct their affairs through a growing  
2 association-in-fact enterprise, in violation of section §§ 1962(c) and (d), by engaging in a  
3 **pattern of racketeering activity** as defined under § 1961(5), including **wire fraud**,  
4 **extortion**, and **money laundering** as enumerated under § 1961(1), for the purpose of  
5 improperly profiting from the racketeering activity.

6 41. Mocha Mill spent years and over half a million dollars to develop  
7 relationships with Yemeni coffee farmers to identify, refine, and import premium  
8 specialty Yemeni coffee for the first time in centuries. Mocha Mill spent significant effort  
9 developing publicity and relationships with high-end distributors and retailers to launch  
10 Mocha Mill with worldwide attention and gain a first-mover advantage that would  
11 cement long-lasting farmer and distributor relationships and propel Mocha Mill to the  
12 forefront of the specialty coffee industry.

13 42. Defendant Port of Mokha, in a RICO conspiracy using Mokhtar's position of  
14 trust as Mocha Mill CEO, defrauded Mocha Mill out of its best coffee and sold it under the  
15 Port of Mokha brand just as Mocha Mill was about to launch. In the same conspiracy,  
16 Port of Mokha stole all of Mocha Mill's farmer and distributor relationships cutting  
17 Mocha Mill at the knees.

18 43. Defendants' racketeering activity had the desired effect of causing Mocha  
19 Mill to lose its business, while Defendants enjoy tremendous wealth and success as a  
20 result.

## 21 **V. FACTS COMMON TO ALL COUNTS**

### 22 **A. The Formation of Mocha Mill**

23 44. Yemen is the birthplace of coffee, yet centuries of underdevelopment left the  
24 country's coffee industry in obscurity. In 2013, Yemeni coffee was considered  
25 unsophisticated and inconsistent. By contrast, Ethiopia had become a model producer of  
26 premium coffee.

27 45. In August 2013, Defendant Mokhtar and Plaintiff Alaeli discussed the idea  
28

1 of a business partnership to start a coffee import/export company cultivating, processing,  
2 and distributing specialty coffee sourced from Yemen.

3 46. At this time, Plaintiff Alaeli was a successful, well-respected Yemeni-  
4 American businessman with contacts in both the San Francisco Bay Area and Yemen.  
5 Though now involved in a wide array of businesses, Alaeli got his start and developed  
6 special expertise in agricultural distribution; so he was an excellent partner for a  
7 business focused on distribution of green coffee sourced from Yemen.

8 47. Mokhtar was struggling at the time. He was a Bay Area Yemeni-American  
9 in his mid-twenties who had been unable to complete his junior college courses or hold a  
10 steady job.

11 48. To Plaintiff Alaeli, Mokhtar seemed like an eager, young, struggling Yemeni-  
12 American who Alaeli wanted to help. Plaintiff Alaeli also saw a promising opportunity in  
13 the coffee business and the ability to help poor farmers in Yemen.

14 49. At the time, Mokhtar knew very little about specialty coffee and coffee  
15 production, and even less about running a business, let alone an international  
16 import/export business.

17 50. In or about October 2013, Alaeli took Mokhtar under his wing; so began their  
18 partnership and coffee company venture which would eventually materialize into Mocha  
19 Mill.

20 51. Mocha Mill's goal was to be the first company to market and sell premium  
21 Yemeni coffee under the Mocha Mill brand, and thereby establish a strong and  
22 sustainable foothold in the coffee market. A key part of the company's vision and  
23 marketing strategy was to help Yemeni farmers by training them to produce premium  
24 coffee and paying them a fair price for their improved product.

25 52. It was clear to Plaintiff Alaeli and Defendant Mokhtar that to accomplish  
26 Mocha Mill's grand vision would require additional partners.

27 53. In or about April 2014, Mokhtar approached his uncle, Plaintiff Khanshali,  
28

1 and Alaeli approached his friend and business associate, Plaintiff Awnallah, to join  
2 Mocha Mill. Mokhtar's uncle, Plaintiff Khanshali, was a successful business owner with  
3 significant retail experience, and Plaintiff Awnallah was the owner of a successful  
4 produce distribution company. In addition to bringing their own unique business  
5 acumen, Plaintiffs Khanshali and Awnallah made large capital contributions to develop  
6 Mocha Mill.

7 54. Plaintiffs Alaeli, Khanshali, and Awnallah and Defendant Mokhtar came to  
8 an agreement in April 2014. They agreed to have a partnership with each partner owning  
9 an equal 25% interest in Mocha Mill. Plaintiffs would provide the legitimacy and  
10 business acumen, and pay all expenses to build and grow the company into a dominant  
11 force in the coffee market. Mokhtar had no money at the time, so he agreed to initially  
12 contribute "sweat equity" and later add capital when he had the means to do so.

13 55. In consideration of their respective investments, each partner agreed that he  
14 would not start a competing coffee business. The partners trusted that Mokhtar would  
15 honor his fiduciary duty and would freely share with them the knowledge and  
16 relationships they would help him develop for their company.

17 56. Mokhtar was made President and CEO of Mocha Mill. As a company  
18 executive, he drew a monthly salary of \$2,500 and was given full access to company  
19 accounts for expenses. The partners agreed that all expenses would be itemized with  
20 receipts or similar proof.

21 **B. Plaintiffs Invested Over Half a Million Dollars to Fund Mocha Mill,  
22 Educate CEO Mokhtar in the Coffee Trade, and Provide Resources  
23 for Mokhtar to Build Relationships for Mocha Mill with Yemeni  
24 Coffee Farmers and High-End Distributors**

25 57. From late 2013 through 2016, Plaintiffs invested over half a million dollars  
26 to: (a) educate Mokhtar in the coffee business; (b) have him travel nationally and  
27 internationally to develop relationships for Mocha Mill with high-end coffee distributors  
28 and retailers worldwide; (c) have him travel internationally to develop relationships for  
Mocha Mill with Yemeni coffee farmers; (d) train Yemeni coffee farmers to improve the

1 quality of their crop; (e) set up coffee processing infrastructure in Yemen; (f) identify,  
2 refine, cultivate, and process premium Yemeni coffee varieties for Mocha Mill; and (g)  
3 purchase, package, and import that coffee for sale worldwide.

4 58. Mocha Mill also paid thousands of dollars for the purchase, registration, and  
5 development of a website and marketing plan.

6 59. Plaintiffs taught Mokhtar about business formation, management,  
7 accounting, marketing, distribution, supply chain, and other business methods so that  
8 Mokhtar could manage the coffee business operations. In return, Mokhtar was  
9 responsible for on-the-ground development of the company's business relationships and  
10 day-to-day management of the business.

11 60. In January 2014, Plaintiffs funded Mokhtar's trip to attend an international  
12 Ethiopian coffee conference in Los Angeles, California on behalf of Mocha Mill. The event  
13 organizer was Willem Boot ("Boot"), a coffee expert who owned the Boot Coffee company  
14 in Mill Valley, California. Boot had co-authored a report on the state of Yemeni coffee  
15 and was considered an authority on the subject.

16 61. At the conference, Boot saw Mokhtar as a novice and advised that Mokhtar  
17 attend the consulting courses and certification classes Boot Coffee offered.

18 62. Plaintiffs saw tremendous value to Mocha Mill in educating Mokhtar in the  
19 coffee trade as Boot had advised. Between February 2014 and May 2015, Plaintiffs paid  
20 Boot Coffee approximately \$18,800 in consulting and course fees for this engagement so  
21 that Mokhtar could develop certain expertise for Mocha Mill's benefit. At the time,  
22 Mokhtar had neither the relationships nor the funds to do any of this on his own. He  
23 relied entirely on Plaintiffs.

24 63. Between February and April 2014, Willem Boot and the Boot Coffee team,  
25 including Stephen Ezell, Jodi Wieser ("Wieser"), and Marlee Benefield ("Benefield"),  
26 educated Mokhtar in all things coffee, including, *inter alia*: (a) how to train farmers to  
27 grow and process raw coffee for Mocha Mill; (b) how to taste and identify premium coffee;

1 (c) how to package and ship coffee properly to ensure freshness; and (d) which conferences  
2 to attend to develop relationships for proper visibility and distribution. Boot also worked  
3 with Mokhtar on the Q-grading certification, a coveted certification in the coffee industry.  
4 Plaintiffs paid Mokhtar's salary and all expenses to develop this expertise as their  
5 partner and CEO of Mocha Mill.

6 64. Upon Boot's advice, Mokhtar attended the annual symposium of the  
7 Specialty Coffee Association of America ("SCAA") in April 2014 to develop distributor  
8 relationships for Mocha Mill. For this trip, Mocha Mill paid thousands of dollars in  
9 membership, registration fees, travel expenses, and equipment. Plaintiffs joined Mokhtar  
10 at the conference to provide guidance and legitimacy.

11 65. Boot devised a plan that called for Mokhtar to travel to Ethiopia to learn  
12 proper production practices for training Yemeni farmers, and to Yemen to develop  
13 relationships with coffee farmers and select samples for Mocha Mill. These samples  
14 would be tested by Boot Coffee to identify Yemeni varieties for further Mocha Mill  
15 investment and development.

16 66. In or about May 2014, Mokhtar traveled to Yemen to execute the next phase  
17 in the company's plan; Mocha Mill paid thousands in expenses and provided logistical  
18 support.

19 67. To conduct business in Yemen required that it be done through a Yemeni  
20 company. Plaintiff Alaeli met Mokhtar in Yemen and introduced him to Ahmed Mahyoub  
21 Ghaleb ("Ghaleb") to help Mokhtar navigate the Yemeni business community for Mocha  
22 Mill, set up a Yemeni company to serve as Mocha Mill's counterpart (the "Ghaleb  
23 company"), manage the business in Yemen, and help Mocha Mill build farmer  
24 relationships to acquire, process, and ship coffee to the United States.

25 68. Mocha Mill also paid for Mokhtar's travel to Ethiopia to meet with  
26 experienced Ethiopian coffee farmers and learn proper coffee cultivation methods to train  
27 unsophisticated Yemeni farmers.

1           69. Plaintiff Alaeli met Mokhtar in Ethiopia to provide his young business  
2 partner legitimacy and advice. Together, they attended an Ethiopian coffee conference  
3 where Mokhtar was able to develop relationships with farmers and distributors for Mocha  
4 Mill as company CEO and Plaintiffs' partner.

5           70. In or about July 2014, Mokhtar returned from his trip with samples. Boot  
6 tested the samples and graded four to five varieties as having tremendous potential. Boot  
7 told Mokhtar that Mocha Mill had tremendous potential with these varieties. Based on  
8 Boot's reaction, Mokhtar realized that Mocha Mill had a blockbuster product on its hands.

9           71. Mokhtar went back to Yemen on behalf of Mocha Mill in October 2014 for  
10 about ten months, taking with him the lessons he had learned from Boot and Ethiopian  
11 farmers to refine and import the promising Yemeni coffee varieties Boot had identified.  
12 Mocha Mill paid tens of thousands of dollars for the trip.

13           **C. Embezzlement and Wire Fraud as Part of a Pattern of Racketeering**  
14           **Activity (April 2014 – December 2015)**

15           72. As President and CEO of Mocha Mill, Mokhtar had been given cash and full  
16 access to company accounts. The agreement was that Mokhtar would undertake only  
17 legitimate company expenses and would provide justification and receipts for all  
18 expenditures.

19           73. Beginning as early as April 2014, Mokhtar devised a scheme to defraud  
20 Mocha Mill and his business partners by, willfully and with the intent to defraud,  
21 embezzling cash from company accounts under the guise of necessary and legitimate  
22 company expenses. Each time Mokhtar withdrew money from a bank account or caused a  
23 wire transfer to himself, he knowingly caused one or more interstate wires, which  
24 naturally and foreseeably occur with each bank transaction. Furthermore, each time  
25 Mokhtar requested or represented an embezzled amount as a legitimate expense over  
26 phone, email, text, or social media to his partners, he made an intentionally fraudulent  
27 wire communication.

28           74. Between April 2014 and May 2015, inclusive, Mokhtar made and/or caused

1 to be made bank and wire transactions, totaling approximately \$92,990, for which he was  
 2 unable to provide any receipt or sufficient justification. Plaintiffs believe that each of the  
 3 unsupported and unjustified transactions was an act of embezzlement and wire fraud as  
 4 part of a pattern of racketeering activity. Each transaction utilized the wire facilities of  
 5 the United States either directly or indirectly through a foreseeable chain of wires  
 6 required for the transfer of U.S. bank. The transactions are detailed in the chart below.

<u>Date</u>	<u>Amount</u>	<u>Account</u>
May 26, 2015	\$400	Bank of America '5331
May 14, 2015	\$403	Bank of America '5331
March 25, 2015	\$500	Bank of America '5331
March 10, 2015	\$9,000	Tadhamon International Bank
March 2, 2015	\$8,000	Tadhamon International Bank
February 26, 2015	\$7,000	Tadhamon International Bank
February 16, 2015	\$5,000	Western Union
February 9, 2015	\$10,000	Tadhamon International Bank
February 4, 2015	\$500	Bank of America '5331
February 4, 2015	\$500	Bank of America '5331
February 4, 2015	\$186	Bank of America '5331
February 2, 2015	\$500	Bank of America '5331
February 2, 2015	\$500	Bank of America '5331
February 2, 2015	\$500	Bank of America '5331
February 2, 2015	\$186	Bank of America '5331
February 2, 2015	\$500	Bank of America '5331
February 2, 2015	\$500	Bank of America '5331
February 2, 2015	\$500	Bank of America '5331
February 2, 2015	\$186	Bank of America '5331
February 2, 2015	\$500	Bank of America '5331



1	February 2, 2015	\$500	Bank of America '5331
2	February 2, 2015	\$500	Bank of America '5331
3	February 2, 2015	\$186	Bank of America '5331
4	February 2, 2015	\$500	Bank of America '5331
5	January 28, 2015	\$500	Bank of America '5331
6	January 28, 2015	\$500	Bank of America '5331
7	January 28, 2015	\$500	Bank of America '5331
8	January 28, 2015	\$186	Bank of America '5331
9	January 27, 2015	\$500	Bank of America '5331
10	January 27, 2015	\$186	Bank of America '5331
11	January 27, 2015	\$500	Bank of America '5331
12	January 27, 2015	\$500	Bank of America '5331
13	January 26, 2015	\$186	Bank of America '5331
14	January 20, 2015	\$186	Bank of America '5331
15	January 20, 2015	\$186	Bank of America '5331
16	January 20, 2015	\$500	Bank of America '5331
17	January 15, 2015	\$500	Bank of America '5331
18	January 14, 2015	\$500	Bank of America '5331
19	January 12, 2015	\$186	Bank of America '5331
20	January 12, 2015	\$500	Bank of America '5331
21	January 8, 2015	\$186	Bank of America '5331
22	December 8, 2014	\$18,000	Al Shamahi Currency Exchange
23	November 19, 2014	\$500	Bank of America '5331
24	November 19, 2014	\$202	Bank of America '5331
25	November 14, 2014	\$200	Bank of America '5331
26	November 14, 2014	\$200	Bank of America '5331
27	November 14, 2014	\$200	Bank of America '5331

28

1	November 13, 2014	\$200	Bank of America '5331
2	November 13, 2014	\$200	Bank of America '5331
3	November 12, 2014	\$200	Bank of America '5331
4	November 12, 2014	\$200	Bank of America '5331
5	November 12, 2014	\$200	Bank of America '5331
6	November 10, 2014	\$200	Bank of America '5331
7	November 10, 2014	\$200	Bank of America '5331
8	November 10, 2014	\$200	Bank of America '5331
9	November 10, 2014	\$200	Bank of America '5331
10	October 20, 2014	\$40	Bank of America '5755
11	October 7, 2014	\$600	Bank of America '5755
12	September 16, 2014	\$4,810	Bank of America '5755
13	September 11, 2014	\$260	Bank of America '5755
14	September 10, 2014	\$460	Bank of America '5755
15	August 19, 2014	\$5,000	Bank of America '5755
16	August 18, 2014	\$100	Bank of America '5755
17	August 5, 2014	\$1,000	Bank of America '5755
18	June 26, 2014	\$140	Bank of America '5755
19	June 23, 2014	\$140	Bank of America '5755
20	June 16, 2014	\$400	Bank of America '5755
21	June 16, 2014	\$500	Bank of America '5755
22	June 16, 2014	\$100	Bank of America '5755
23	June 13, 2014	\$500	Bank of America '5755
24	June 13, 2014	\$93	Bank of America '5755
25	June 9, 2014	\$500	Bank of America '5755
26	June 9, 2014	\$93	Bank of America '5755
27			

28

1	June 5, 2014	\$500	Bank of America '5755
2	June 2, 2014	\$400	Bank of America '5755
3	May 27, 2014	\$500	Bank of America '5755
4	May 27, 2014	\$93	Bank of America '5755
5	May 22, 2014	\$500	Bank of America '5755
6	May 19, 2014	\$500	Bank of America '5755
7	May 19, 2014	\$93	Bank of America '5755
8	May 16, 2014	\$500	Bank of America '5755
9	May 15, 2014	\$93	Bank of America '5755
10	May 12, 2014	\$500	Bank of America '5755
11	April 30, 2014	\$320	Bank of America '5755

12  
13           75. In December 2015, Mokhtar withdrew approximately \$47,952 from Mocha  
14 Mill Bank of America account ending in '5331, for which he provided no receipt or  
15 justification.

16           76. In total, Mokhtar embezzled at least approximately \$140,942 from Mocha  
17 Mill accounts.<sup>1</sup>

18           77. Mokhtar kept promising to provide proper paperwork and receipts for his  
19 expenditures, but never did. Mocha Mill froze his access to the accounts as a result.

20           78. Mokhtar also embezzled Mocha Mill coffee, sold it without his partners'  
21 knowledge (causing foreseeable wires), and kept the proceeds for himself.

22           79. Upon information and belief, Mokhtar used some or all of the stolen and  
23 embezzled funds to finance his RICO Enterprise, including Port of Mokha, and carry out  
24 the schemes described below that ultimately allowed Port of Mokha to usurp Mocha Mill's  
25 business through a continuous pattern of racketeering activity.

26  
27  
28           <sup>1</sup> Plaintiffs reserve the right to amend the figures in this section in light of  
discovery.

**D. Extortion as Part of a Pattern of Racketeering Activity (March 2015)**

1           **D. Extortion as Part of a Pattern of Racketeering Activity (March 2015)**  
2           80. By the first quarter of 2015, Plaintiffs' significant investments had, *inter*  
3 *alia*: (a) enriched Mokhtar with tremendous knowledge, including optimal production and  
4 processing methods; (b) funded Mokhtar's Q-grader certification, which garnered  
5 considerable respect in the coffee industry; (c) allowed Mokhtar to develop significant  
6 relationships with Yemeni farmers; (d) allowed Mokhtar to develop significant  
7 relationships with high-end coffee distributors and retailers worldwide; and (e) afforded  
8 Mokhtar considerable legitimacy in the coffee industry. This was all funded by and  
9 supposed to be for the benefit of Mocha Mill. Mokhtar owed a fiduciary duty to his  
10 partners and to Mocha Mill, and they fully trusted him to honor that.

11           81. By March 2015, Mokhtar was confident that Mocha Mill's coffee would sell  
12 incredibly well, and the company would be a huge success. Mokhtar also knew that he  
13 (not his business partners) had the knowledge and the relationships with the farmers and  
14 distributors. Mokhtar knew that he could walk away with those relationships, albeit in  
15 violation of his fiduciary duty and the law. At this crossroads, despite the deep trust his  
16 partners had placed in him, Mokhtar resorted to extortion as part of a pattern of  
17 racketeering activity.

18           82. Mokhtar secretly lined up other investors to start a competing company.

19           83. In March 2015, Mokhtar began demanding that his three partners give him  
20 portions of their shares for no consideration at all. Despite the partnership agreement  
21 and his fiduciary duty, Mokhtar threatened to start a competing company with other  
22 investors. He threatened to walk away with Mocha Mill's farmer and distributor  
23 relationships and vast knowledgebase that the company had helped him develop.

24           84. Plaintiffs had completely trusted Mokhtar, as their partner and CEO; they  
25 were now being taken advantage of for this trust. Plaintiffs pleaded that this was unfair,  
26 contrary to their agreement, and would deprive them of their rightful shares, but  
27 Mokhtar was intractable in his threats and demands.

1           85.     Placed in fear that they would lose their entire investment because Mokhtar  
2 held all the cards, Plaintiffs acquiesced to Mokhtar's extortionate demands and signed a  
3 "Partnership Agreement" on or about March 29, 2015, each agreeing to give Mokhtar an  
4 additional 5% share in the company for a total of 15%. Through this agreement,  
5 Mokhtar's ownership in the company jumped from 25% to 40%, while each of the  
6 remaining three partners' ownership went down from 25% to 20%. In one extortionate  
7 fell swoop, Mokhtar doubled his ownership in comparison to his partners' for no  
8 consideration at all.

9           86.     In order to protect against future extortion from Mokhtar, the March 2015  
10 Partnership Agreement memorialized certain conditions the parties' had agreed to all  
11 along, including, *inter alia*, that: (1) no partner would engage in a competing business;  
12 and (2) Mokhtar would prepare and maintain for Mocha Mill a database of Yemeni  
13 farmers that Mocha Mill had identified as producing the highest-quality coffee.

14           **E.     Mocha Mill Becomes Poised for Tremendous Success**

15           87.     With the Saudi-Yemeni conflict ensuing in Yemen, Mokhtar returned to the  
16 United States in April 2015; he was met with media attention.

17           88.     The coffee varieties Mokhtar brought back for Mocha Mill scored incredibly  
18 well. Boot (considered among the toughest of graders) gave several varieties scores that  
19 ranked them among the top coffees the world. CEO of Blue Bottle James Freeman gave  
20 the coffee similar high marks.

21           89.     At the SCAA annual symposium that year (2015), the Mocha Mill coffee  
22 varieties were hailed as some of the best in show. The coffee received attention from  
23 around the globe and Mokhtar started making deals with high-end distributors and  
24 retailers such as Blue Bottle and Coutume.

25           90.     Mocha Mill spent hundreds of thousands of dollars to purchase the best  
26 crops of Yemeni coffee and have the coffee carefully processed and shipped to the United  
27 States for sale to high-end distributors and retailers, many of whom had given

1 commitments in mid-late 2015 to buy the coffee in 2016. Being the first-to-market with  
2 this highly anticipated premium Yemeni coffee was guaranteed to propel Mocha Mill to  
3 the forefront of the specialty coffee market.

4 91. Just after his return from Yemen, Mokhtar also connected with Dave  
5 Eggers, a well-known American author, and the two began collaborating on a book  
6 focused on the development of Mocha Mill.

7 92. As CEO of Mocha Mill, Mokhtar started spending significant time with  
8 Eggers to work on the Mocha Mill book, telling Plaintiffs that this was part of his “sweat  
9 equity” in the company, and that his time as company CEO was well-spent with Eggers,  
10 because the book would greatly benefit Mocha Mill’s marketing and business  
11 relationships with major distributors, including Blue Bottle, Coutume, and others.  
12 Mokhtar assured Plaintiffs that the publicity for Mocha Mill would be tremendous.

13 93. Upon information and belief, Mokhtar used Mocha Mill funds, embezzled  
14 and otherwise, to pay for significant international travel with Eggers to explain the  
15 development of the Mocha Mill company. Eggers liked the story, and a book and potential  
16 movie deal were in place, built in large part on Mocha Mill’s time and resources.

17 **F. Mokhtar Expands the Racketeering Enterprise in Preparation for a**  
18 **Corporate Takeover**

19 94. Mocha Mill had a blockbuster product. By Mokhtar’s estimates, Mocha Mill  
20 was valued in the tens of millions shortly after the company’s successful showing at the  
21 April 2015 SCAA symposium.

22 95. While still serving as CEO of Mocha Mill, Mokhtar secretly began lining up  
23 investors loyal to him; the Mocha Mill partners/shareholders were kept in the dark.

24 96. Mokhtar solicited the Founders Fund (“Founders”) to invest in Mocha Mill.  
25 Founders was interested; the Mocha Mill partners/shareholders were kept in the dark.

26 97. In or about Summer of 2015, Mokhtar secretly expanded the racketeering  
27 enterprise to include himself, Ahmad, Stephen Ezell (“Ezell” – an operative Mokhtar  
28 planted as “Director” of Mocha Mill to secretly work against Mocha Mill), and victim

1 Mocha Mill (the “RICO Enterprise” or “Enterprise”).

2 98. Mokhtar also enlisted attorney Inder Comar (“Comar”), an attorney for  
3 venture capital groups like Founders, with close ties to Eggers, to serve as the RICO  
4 Enterprise’s counsel. Mokhtar sought Comar’s advice on how to execute a corporate  
5 takeover scheme involving fraud.

6 99. The Enterprise members engaged in organized and coordinated racketeering  
7 activity, including numerous acts of trick, fraud, deception, extortion, and money  
8 laundering, directly and proximately harming Plaintiffs.

9 100. The Enterprise had an informal hierarchical decision-making structure:  
10 Mokhtar was at the helm controlling the Enterprise and controlling victim member  
11 Mocha Mill (as its CEO) to do the Enterprise’s bidding; Ahmad was Mokhtar’s second-in-  
12 command, plotting, advising, and carrying out orders behind the scenes. Ezell was the  
13 workhorse carrying out orders from Mokhtar and Ahmad; Mokhtar gave Ezell a double  
14 role, making him “Director of Mocha Mill,” working on the inside with Mokhtar to  
15 sabotage Mocha Mill; and Comar served as the Enterprise’s counselor and lawyer to  
16 facilitate the Enterprise’s racketeering activity. Port of Mokha was the Enterprise entity  
17 designed to benefit from the racketeering activity.

18 **G. Conspiracy to Commit Wire Fraud and Extortion in Furtherance of**  
19 **a Pattern of Racketeering Activity (June - November 2015)**

20 101. Continuing the pattern of racketeering, in or about June 2015, Mokhtar  
21 engaged Comar to purportedly do some corporate work for Mocha Mill. Mokhtar and  
22 Comar, however, conspired and devised a scheme to fraudulently dilute Plaintiffs’  
23 ownership interests in Mocha Mill by having Comar provide inadvisable  
24 recommendations to Mocha Mill, with intentional material omissions, under the guise of  
25 legitimate legal advice. Mokhtar, Comar, and others utilized the wire facilities of the  
26 United States to execute the fraud as part of a pattern of racketeering activity.

27 102. On or about June 22, 2015, Comar sent Mokhtar an email advising Mokhtar  
28 to have his Mocha Mill partners mischaracterize their capital investments as “loans,”

1 despite knowing that they were capitalization investments, purportedly so that Mokhtar  
2 and his partners could avoid tax liability. Tax evasion implications aside, this was  
3 actually a way for Mokhtar to trick his partners into diluting their ownership claims to  
4 Mocha Mill by inappropriately turning their capitalization into loans after-the-fact.  
5 Mokhtar (as CEO of Mocha Mill) forwarded Comar's email along with his (Mokhtar's) own  
6 endorsement to his unwitting partners (Plaintiffs) who were unsophisticated in the finer  
7 legal points of corporate capitalization. Missing from Comar and Mokhtar's emails were  
8 the negative dilution implications and potential tax evasion liability.

9 103. Upon information and belief, Mokhtar and Ahmad also had Comar draft a  
10 "Term Sheet Agreement" characterizing certain of Plaintiffs' capitalization investments  
11 as "loans" and giving 85% of the company to Mokhtar for no real consideration at all.

12 104. Between September and November 2015, Mokhtar again made extortionate  
13 threats to his Mocha Mill partners (Plaintiffs). Mokhtar again threatened that he would  
14 start a competing company with other investors unlawfully taking away Mocha Mill's  
15 knowledgebase and relationships if Plaintiffs did not sign the new agreement giving  
16 Mokhtar 85% of the company. Mokhtar sent the agreement over email at least once in  
17 October 2015.

18 105. This time Mokhtar's partners felt more protected by the March 2015 written  
19 partnership agreement that had memorialized the initial April 2014 agreement to not  
20 start competing businesses. The partners refused to be extorted and so the Enterprise's  
21 conspiracy failed.

#### 22 **H. The Scheme to Supplant Mocha Mill with Port of Mokha Through a** 23 **Pattern of Racketeering Activity**

24 106. The September 2015 fraud and extortion attempts having failed, members of  
25 the Enterprise conspired amongst themselves and with others to devise and execute  
26 another wire fraud scheme to accomplish their illegal corporate takeover.

27 107. While using Mocha Mill to carry on business activities, members of the  
28 Enterprise secretly plotted to supplant Mocha Mill with a new competitor company called



1 Port of Mokha, funded and controlled by Mokhtar, Ahmad, Founders, and others. The  
2 objective was to steal Mocha Mill's most valuable assets, including its knowledgebase,  
3 farmer and distributor relationships, first-mover advantage, goodwill, and publicity to  
4 leave Mocha Mill in obscurity.

5 108. To accomplish this, Enterprise members conspired with others to engage in  
6 various schemes to defraud Plaintiffs using Mokhtar's position of trust as company CEO.  
7 Each scheme involved numerous foreseeable acts of wire fraud comprising racketeering  
8 activity.

9 **I. Mocha Mill CEO Mokhtar Seeks Dave Eggers' Help to Execute the**  
10 **RICO Enterprise's Corporate Takeover Scheme**

11 109. Mocha Mill had devoted its CEO's time to travel with Eggers for the purpose  
12 of developing publicity for Mocha Mill through Eggers' book and cement long-lasting  
13 relationships with high-end distributors and retailers.

14 110. To steal this publicity, Mokhtar convinced Eggers to exclude Mocha Mill and  
15 his Mocha Mill partners from the book despite all the support Mocha Mill had provided  
16 for the book.

17 111. Eggers wanted to oblige his protagonist (Mokhtar) who was going to help  
18 Eggers sell books. Eggers thus agreed, helping Mokhtar breach his fiduciary duty to  
19 Mocha Mill and commit intentional interference with Mocha Mill's prospective economic  
20 relationships. Later, when the book was ready to be released, Eggers would tell Mokhtar  
21 to get ready to sell tons of "Port of Mokha" coffee. The book and the coffee were marketed  
22 together giving Port of Mokha the tremendous boost Mokhtar had promised Mocha Mill  
23 as CEO.

24 112. At Mokhtar's direction, Eggers wrote a false narrative concealing Mokhtar's  
25 questionable business dealings and schemes. Just as Mokhtar had directed, Eggers wrote  
26 Mocha Mill and the victim partners (Plaintiffs) completely out of the story. Instead,  
27 Eggers highlighted Port of Mokha along with Blue Bottle, Intelligentsia, and other  
28 distributors and retailers with whom Mocha Mill was looking to develop relationships—

1 relationships that, as a result, were siphoned to Port of Mokha.

2 113. Untruthfully, Eggers told his readers that he had verified the facts in his  
3 book and that the book was “as accurate and thorough as possible.” Eggers knew,  
4 however, that true accuracy would hurt his narrative by exposing his protagonist,  
5 Mokhtar.

6 114. Fearing legal action, Eggers repeatedly insisted that Mokhtar obtain a  
7 release of claims from his Mocha Mill partners.

8 **J. Conspiracy to Supplant Mocha Mill with Port of Mokha Using Wire**  
9 **Fraud as Part of a Pattern of Racketeering Activity: Take One**  
10 **(November 2015 – April 2016)**

11 115. Starting in early summer 2015, the buzz around Mocha Mill’s highly  
12 anticipated coffee had grown considerably. Many of the coffee varieties had scored in the  
13 90s ranking them among the best in the world. Blue Bottle had begun advertising the  
14 Mocha Mill coffee on its Instagram feed as early as April 2015. Coutume had done the  
15 same in May 2015.

16 116. By November 2015, high-end distributors such as Blue Bottle and Coutume  
17 had placed orders and made commitments to buy the coffee from Mocha Mill for \$100 to  
18 \$135 per pound. Mokhtar (as Mocha Mill’s CEO) had agreed and the coffee had been sold  
19 in principle.

20 117. After Mokhtar’s November 2015 fraud/extortion-based corporate *coup d’état*  
21 failed (*see supra* § V(G)), and while Mokhtar was still Mocha Mill CEO, the two heads of  
22 the RICO Enterprise (Mokhtar and Ahmad) sought to supplant Mocha Mill with a new  
23 competing company, “Port of Mokha.” To do that, they realized they needed Port of  
24 Mokha to be the first company to market Mocha Mill’s highly anticipated premium coffee  
25 under the “Port of Mokha” brand and take advantage of the tremendous attention the  
26 coffee was getting at the time. In other words, they needed to ensure that Port of Mokha  
27 (not Mocha Mill) would sell Mocha Mill’s best coffee to the distributors Mocha Mill had  
28 lined up. Port of Mokha would then easily be able to steal the farmer and distributor

1 networks that Mocha Mill had developed through years of investment.

2 118. The challenge was in obtaining the Mocha Mill coffee, however. Mokhtar  
3 and Ahmad recognized that they could not just ask Mocha Mill to hand over the coffee.  
4 After all, the victim Mocha Mill partners had no idea that competitor Port of Mokha was  
5 in the works—that Mokhtar and Ahmad were plotting a hostile corporate takeover.

6 119. Mokhtar understood that if Plaintiffs got wind of his scheme, Plaintiffs  
7 would not allow it. Plaintiffs were expecting a grand Mocha Mill launch with premier  
8 distributors and retailers, paving the way for tremendous brand value, long-lasting  
9 relationships, and increased growth. Plaintiffs had no intention of letting another  
10 company swoop in and steal the imminent fruits of Mocha Mill’s labor and investments.

11 120. In order to take Mocha Mill’s ultra-premium coffee, Enterprise members  
12 devised a scheme to defraud Plaintiffs into parting with the coffee as part of a pattern of  
13 racketeering activity. Defendants Mokhtar, Ahmad, and Ezell, with Comar’s counsel,  
14 conspired with Defendant Blue Bottle to mislead Plaintiffs into believing that high-end  
15 distributors and retailers were no longer interested in buying Mocha Mill coffee.

16 121. Given the posture of the Mocha Mill brand and the excitement around its  
17 coffee, it was foreseeable to Blue Bottle and Comar that the scheme would be long and  
18 elaborate involving numerous acts of wire fraud, because email and text messages were  
19 the preferred methods of communication between the players involved and would be used  
20 extensively in the scheme.

21 122. To convince Plaintiffs that Blue Bottle was no longer interested in their  
22 coffee, Mokhtar first had to convince Blue Bottle to play along and feign disinterest.

23 ***1. Blue Bottle Conspires with the RICO Enterprise***

24 123. Upon information and belief, Mokhtar convinced Blue Bottle CEO James  
25 Freeman that it was in Blue Bottle’s best interest to participate in the scheme, because  
26 Eggers’ book showcasing Port of Mokha (not Mocha Mill) would boost coffee sales for Blue  
27 Bottle. Mokhtar also promised to give Blue Bottle a prominent place in the book casting

1 the company in a very positive light to further build the Blue Bottle brand. In return,  
2 Blue Bottle agreed to show a lack of interest in Mocha Mill coffee by not advertising the  
3 coffee in its social media feeds as it had been doing and refusing to deal with Plaintiffs.  
4 Mokhtar assured Blue Bottle that Blue Bottle would receive the coffee from Port of  
5 Mokha once Mocha Mill parted with it after being convinced that high-end buyers were no  
6 longer interested.

7 124. Blue Bottle knew of the Enterprise and intentionally agreed to help Mokhtar  
8 with the Enterprise's RICO fraud scheme. Blue Bottle planned the ruse with Mokhtar  
9 and did as Mokhtar directed, exercising a level of management and control of the  
10 Enterprise.

11 **2. *Port of Mokha Arranges for a Straw Buyer to Defraud Mocha***  
12 ***Mill***

13 125. Mocha Mill had engaged Atlas Coffee ("Atlas") to import and store its  
14 premium coffee pending distribution.

15 126. In November 2015, Mokhtar and Ezell arranged for Atlas to serve as a straw  
16 buyer for Port of Mokha. Through a series of fraudulent acts over the course of the next  
17 seven months, Mokhtar and Ezell, as Mocha Mill officers, working in concert with other  
18 Enterprise members and Blue Bottle, convinced Plaintiffs that high-end distributors were  
19 no longer interested in buying Mocha Mill coffee for over \$100 per kilogram.

20 127. Records appear to indicate that Mokhtar and Ezell also falsified coffee scores  
21 (showing lower than actual scores) in attempts to convince Plaintiffs that Mocha Mill's  
22 best option was to sell the coffee to Atlas for \$50 per kilogram.<sup>2</sup>

23 128. In December 2015, Mokhtar communicated with Comar over email seeking  
24 advice on aspects of the fraud scheme. In one such email, Mokhtar expresses concern  
25 that his partners (Plaintiffs) could become suspicious and derail the scheme, and asks for  
26 advice that could help keep the scheme concealed.

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27 <sup>2</sup> The graders for these scores, Wieser and Benefield of Boot Coffee, would later be  
28 given roles at Port of Mokha after the company illegally supplanted Mocha Mill.

1           129. Fearing that his scheme would be discovered, Mokhtar, as CEO of Mocha  
2 Mill, instructed Atlas to communicate with no one at Mocha Mill but himself and Ezell.  
3 Atlas obliged.

4           130. During the course of the Atlas fraud scheme, while Mokhtar was still Mocha  
5 Mill CEO, Enterprise members and their co-conspirators sent and/or caused to be sent  
6 several foreseeable wires in interstate commerce, each of which was an act of wire fraud  
7 as part of a pattern of racketeering activity. Examples of such wires are summarized  
8 below:<sup>3</sup>

- 9           a. On November 22, 2015, Mokhtar sent an email to Atlas copying  
10 Enterprise members Ahmad and Ezell; Mokhtar purposely excluded  
11 Plaintiffs from this email. The email reflected that Mocha Mill had  
12 sold 240 kilograms of coffee to Coutume Café in Japan for prices  
13 ranging from \$100 per pound to \$135 per pound.
- 14           b. On February 8, 2016, Mokhtar sent an email to Coutume Café copying  
15 Ezell; Mokhtar purposely excluded Plaintiffs from this email. The  
16 email confirmed Coutume Café's order for Mocha Mill coffee and asked  
17 Coutume to help find additional buyers in Japan.
- 18           c. On February 16, 2016, there was an email exchange between  
19 Mokhtar, Ahmad, and Ezell reflecting plans for Port of Mokha  
20 operations and management. The emails appear to discuss coffee  
21 orders with Blue Bottle and Coutume Café, with Atlas Coffee acting as  
22 the intermediary to process and ship the orders on behalf of Port of  
23 Mokha. Plaintiffs were purposely excluded from this email exchange.
- 24           d. On February 22, 2016, Ahmad sent an email to Mokhtar copying

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25           <sup>3</sup> Plaintiffs believe that many more emails and text messages (each comprising an  
26 act of wire fraud) were sent and/or caused to be sent in the course of the scheme. Before  
27 Mocha Mill was able to discover the fraud, Mokhtar hacked into the Mocha Mill email  
28 account and willfully and intentionally destroyed these communications to conceal the  
racketeering activity. (*See infra* § V(M).) Plaintiffs were able to recover some of the data  
Mokhtar had destroyed.

1 Ezell. The email contained a very broad release of claims for Mokhtar  
2 to have Plaintiffs sign. Plaintiffs were purposely excluded from this  
3 email.

4 e. Between March 5 and March 19, 2016, there was an email exchange  
5 between Ahmad, Mokhtar, Ezell, and Blue Bottle, reflecting an  
6 agreement in principle to buy Mocha Mill coffee and continue a long-  
7 term relationship. This appeared to be for the benefit of Port of  
8 Mokha (not Mocha Mill) even though Mokhtar was Mocha Mill's CEO  
9 at the time. Plaintiffs were purposely excluded from this email  
10 exchange.

11 f. On March 19, 2016, Ezell received an email (at his Mocha Mill  
12 address) from Conduit Coffee expressing interest in purchasing Mocha  
13 Mill coffee. On March 21, 2016, Ezell forwarded the email to his Port  
14 of Mokha email address. Per Mokhtar and Ahmad's orders, Ezell kept  
15 the email hidden from Plaintiffs.

16 g. On March 19, 2016, Ezell received an email (at his Mocha Mill email  
17 address) from Lever Head Coffee expressing interest in purchasing  
18 Mocha Mill coffee. On March 21, 2016, Ezell forwarded the email to  
19 his Port of Mokha email address. Per Mokhtar and Ahmad's orders,  
20 Ezell kept the email hidden from the Plaintiffs.

21 h. On March 21, 2016, Ezell, as "Director of Mocha Mill," sent an email  
22 to Atlas Coffee asking Atlas to change his contact email to his Port of  
23 Mokha domain.

24 i. On March 23, 2016, Atlas sent an email to Ezell's Mocha Mill and Port  
25 of Mokha accounts responding to Ezell's inquiry concerning a coffee  
26 shipment request to France, presumably to Coutume.

27 j. On March 26, 2016, Ahmad sent an email to the Executive Assistant  
28

1 of Blue Bottle CEO James Freeman to set up a meeting the week of  
2 April 11, 2016, to discuss the Monk of Mokha book and other coffee  
3 related logistics for Port of Mokha. Mokhtar and Ezell were copied,  
4 while Plaintiffs were purposely excluded. Mokhtar was Mocha Mill  
5 CEO at the time.

6 k. On March 29, 2016, in order to ensure the scheme's secrecy and  
7 success, Mokhtar sent an email to Ahmad and Ezell directing them to  
8 ensure that Atlas used only Mocha Mill (and not Port of Mokha) email  
9 addresses if Atlas were copying Plaintiffs on any email.

10 l. On March 31, 2016, Atlas emailed Ezell in his capacity as Director of  
11 Mocha Mill to discuss "the transition [of coffee] from Mocha Mill to  
12 Port of Mokha." At this time, Ezell was serving as Director of Mocha  
13 Mill (appointed by Mokhtar), but acting on orders from Mokhtar and  
14 Ahmad as an agent for Port of Mokha.

15 m. When Atlas refused to communicate with Plaintiffs on Mokhtar's  
16 orders, Plaintiffs retained a lawyer. On April 5, 2016, a lawyer  
17 representing Mocha Mill emailed Atlas a letter concerning Mokhtar's  
18 prohibition on communicating with Plaintiffs. The letter stated that  
19 Atlas's refusal to deal with Plaintiffs was a breach of contract with  
20 Mocha Mill.

21 n. On April 6, 2016, at Mokhtar and Ahmad's direction, Ezell sent  
22 Plaintiffs an email making it appear that it was in Mocha Mill's best  
23 interest for Plaintiffs to not communicate with Atlas. Ezell reported  
24 back to Mokhtar and Ahmad about having sent the email.

25 o. On April 6, 2016, on Mokhtar and Ahmad's orders, Ezell sent  
26 Plaintiffs an email, copying Mokhtar at his Mocha Mill email address,  
27 misrepresenting that Blue Bottle and other high-end distributors had  
28

1 lost interest in Mocha Mill coffee. Ezell pretended that Atlas had  
2 offered to buy the Mocha Mill coffee for \$50 per kilo and advised that  
3 this was Mocha Mill's best option. Ezell made it appear that \$50 per  
4 kilo was a great price for the coffee and that a higher price was  
5 unlikely given the loss of interest among the high-end distributors;  
6 Ezell knew this was false and that deals were already in place  
7 through Port of Mokha. Ezell stated that it was "the quickest way to  
8 making money" and that he and Mokhtar agreed that this was the  
9 best course of action for Mocha Mill.

10 p. On April 6, 2016, Mokhtar sent Plaintiffs an email seconding Ezell's  
11 recommendation and asking Plaintiffs to fix the relationship with  
12 Atlas that the lawyer's letter had upset, so that the deal could  
13 proceed. Mokhtar also knew this was false and that deals were  
14 already in place through Port of Mokha.

15 q. On April 10, 2016, Mokhtar sent Plaintiffs an email attaching  
16 seemingly falsified coffee scores and providing elaborate explanations  
17 for why the scores were low. This was done as part of the scheme to  
18 convince Plaintiffs that high-end distributors and retailers had lost  
19 interest in Mocha Mill coffee.

20 131. In early April 2016, Plaintiffs became concerned about Mokhtar's  
21 representations and tried to talk to Atlas about what was happening, but Atlas kept Port  
22 of Mokha's scheme concealed. After Plaintiffs involved a lawyer, however, Atlas backed  
23 out of the arrangement and decided not to help Mokhtar and Ahmad fraudulently  
24 transfer Mocha Mill's coffee to Port of Mokha.

25 **K. Conspiracy to Supplant Mocha Mill with Port of Mokha Using Wire**  
26 **Fraud as Part of a Pattern of Racketeering Activity: Take Two (April**  
27 **2016 – June 2016)**

28 132. After the Enterprise's Atlas scheme collapsed, Mokhtar and Ahmad devised



1 an alternative wire fraud scheme with a different straw purchaser as part of the same  
2 racketeering conspiracy. Continuing with the theme that no high-end distributor or  
3 retailer was interested in Mocha Mill Coffee, Mokhtar and Ahmad found (or rather  
4 invented) a “new buyer” for the coffee, “T&H Imports,” in conspiracy with T&H  
5 Computers and Metra Computer Group, both companies run by Ahmad’s extended family.

6 133. “T&H Imports” was a fake company created out of thin air solely to execute  
7 the Enterprise’s fraud scheme. T&H and Metra knew of the Enterprise’s objective and,  
8 acting through their executives Wael Fadl (“Wael”) and Mohamed Eissa (“Eissa”), agreed  
9 to help execute the fraud scheme. T&H and Metra planned the scheme with Mokhtar and  
10 Ahmad and did as they directed, exercising a level of management and control of the  
11 Enterprise.

12 134. In furtherance of the scheme, on April 8, 2016, Mokhtar resigned from his  
13 position as Mocha Mill CEO, telling Plaintiffs that he was no longer interested in selling  
14 coffee. He left Mocha Mill in a difficult situation because it still needed to sell its coffee.  
15 Mokhtar artificially exacerbated the situation by continuing to secretly sabotage Mocha  
16 Mill’s distributor relationships, while leading Plaintiffs to believe that he would help  
17 them sell the coffee on hand as a favor even after resigning. Cutting Mocha Mill at the  
18 knees in this way was intended to make Plaintiffs desperate. It was a step towards  
19 executing the fraud scheme.

20 135. As their names suggest, neither “T&H *Computers*” nor “Metra *Computer*  
21 *Group*” was in the coffee business. Nevertheless, at Mokhtar and Ahmad’s direction,  
22 T&H and Metra provided for “T&H Imports” to pose as a Dubai-based business interested  
23 in selling Mocha Mill coffee in the Middle East, but actually serving as a straw purchaser  
24 for Port of Mokha.

25 136. Through a series of seemingly genuine, but actually fraudulent email  
26 communications, Enterprise members conspired with T&H and Metra to defraud Mocha  
27 Mill into selling its best coffee (worth \$135 per kilogram) for \$58 per kilogram and giving  
28

1 up its planned launch. During the course of the T&H/Metra wire fraud scheme,  
2 Enterprise members and their co-conspirators sent and/or caused to be sent several  
3 foreseeable wires in interstate commerce, each of which was an act of wire fraud as part  
4 of a pattern of racketeering activity. Examples of such wires are summarized below<sup>4</sup>:

- 5 a. On or before April 21, 2016, Mokhtar, Ahmed, and Wael (of T&H)  
6 created the fake email address *wael.th.imports@gmail.com*, in order to  
7 give the appearance of a genuine company called “T&H Imports.”
- 8 b. On April 21, 2016, Mokhtar sent an email to Plaintiffs convincing  
9 them to sell Mocha Mill coffee to “T&H Imports,” a company  
10 purportedly “looking to expand into coffee” in the Middle East.  
11 Mokhtar recommended that Mocha Mill sell all of its coffee to “T&H  
12 Imports” for \$50 per kilogram and generated an invoice to that effect.
- 13 c. Subsequently, Mokhtar changed his mind about buying all the coffee  
14 and picked out only the best Mocha Mill varieties, which Mokhtar had  
15 promised to high-end retailers like Blue Bottle and Coutume to be  
16 marketed under the Port of Mokha brand. On April 25, 2016,  
17 Mokhtar wired an invoice to “T&H Computers” in Fremont, California  
18 in the amount of \$50,000 for 1,000 kilograms of Mocha Mill’s best  
19 coffee, and had T&H Computers wire \$50,000 to Mocha Mill. Mokhtar  
20 then created a counterfeit invoice in the name of “T&H Imports” using  
21 Metra’s address in Dubai, stamped it “Paid,” and emailed it to  
22 Plaintiffs to show that “T&H Imports” had paid for the coffee. But  
23 Plaintiffs were under the impression that “T&H Imports” was going to  
24 buy *all* of the coffee for \$165,000, which prompted them to question

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25  
26 <sup>4</sup> Plaintiffs believe that many more emails and text messages (each comprising an  
27 act of wire fraud) were sent and/or caused to be sent in the course of the scheme. Before  
28 Mocha Mill was able to discover the fraud, Mokhtar hacked into the Mocha Mill email  
account and willfully and intentionally destroyed these communications to conceal the  
racketeering activity. (*See infra* § V(M).) Plaintiffs were able to recover some of the data  
Mokhtar had destroyed.

1 the transfer of only the best varieties.

- 2 d. On May 2, 2016, Wael (of T&H) sent Plaintiffs an email pretending to  
3 be a *bona fide* coffee purchaser seeking transfer of Mocha Mill's best  
4 coffee.
- 5 e. On May 3, 2016, Mokhtar forwarded Plaintiffs an email pretending to  
6 negotiate with "T&H Imports" on Mocha Mill's behalf to make Mocha  
7 Mill believe that the deal was genuine.
- 8 f. On May 4, 2016, Wael (of T&H) sent Mokhtar an email, copying  
9 Plaintiffs, pretending to have *bona fide* negotiations with Mokhtar  
10 while knowing all along that T&H Imports (a fake company) was a  
11 straw purchaser helping to accomplish the fraud scheme set up by the  
12 racketeering Enterprise.
- 13 g. These fraudulent negotiations led Plaintiffs to believe that the deal  
14 was genuine. Soon thereafter, Mocha Mill transferred to "T&H  
15 Imports" (in reality T&H Computers) 862 kilograms of its coffee (all  
16 the best varieties Mocha Mill had on hand) for the \$50,000 payment,  
17 which amounted to \$58 per kilogram.
- 18 h. Immediately thereafter T&H Computers sold the same coffee to Port  
19 of Mocha for \$51,000, taking a \$1,000 commission for its part in the  
20 fraud scheme.

21 137. On May 17, 2016, Port of Mokha sold under its own brand 390 kilograms of  
22 the fraudulently obtained Mocha Mill coffee to Blue Bottle for \$135 per kilogram. The  
23 coffee was also sold for a similar price to Coutume, and other high-end distributors.

24 138. On May 31, 2016, in attempts to conceal the fraud scheme, Mokhtar sent  
25 Plaintiffs an email insisting that the T&H deal was great for Mocha Mill.

26 139. On June 9, 2016, Mocha Mill's highly anticipated premium Yemeni coffee  
27 was made available for the first time and marketed heavily at Blue Bottle coffee shops

1 across the United States *under the “Port of Mokha” brand*. There was no mention of  
2 Mocha Mill. Other high-end retailers and distributors followed in like manner. The  
3 Mocha Mill coffee (branded now as “Port of Mokha” coffee) was recognized by experts as  
4 an ultra-premium variety garnering some of the best coffee scores in the world, eventually  
5 being hailed by the coffee industry as one of the best coffees in history.

6 140. In addition, images that belonged to Mocha Mill were/are used by Port of  
7 Mokha and its customers, including Blue Bottle, to market the coffee, as well as by Dave  
8 Eggers to promote The Monk of Mokha book alongside Port of Mokha coffee.

9 141. The stolen Mocha Mill coffee along with its attendant hype and publicity  
10 noticeably improved the brand value and goodwill of Blue Bottle and other high-end  
11 retailer and distributors, cementing long-lasting relationships for Port of Mokha that  
12 rightfully belonged to Mocha Mill.

13 142. Port of Mokha thus usurped through a RICO conspiracy Mocha Mill’s entire  
14 business at the critical moment of launch.

15 143. To date, Port of Mokha continues to thrive on the farmer and distributor  
16 relationships, opportunities, publicity, first-mover advantage, images, and other assets  
17 stolen from Mocha Mill.

18 144. Upon information and belief, a portion of each sale of Port of Mokha coffee is  
19 funneled to The Mokha Foundation, which funds certain Port of Mokha operations and  
20 helps maintain relationships with Yemeni coffee farmers by providing microloans and  
21 training, and increases Port of Mokha’s goodwill. This means of operation was part of  
22 Mocha Mill’s business plan and was also stolen when Port of Mokha clandestinely raided  
23 Mocha Mill’s assets, relationships, and ideas through Mocha Mill partner and CEO  
24 Mokhtar.

25 **L. Extortion to Obtain a Release of Claims as Part of a Pattern of**  
26 **Racketeering Activity**

27 145. Upon information and belief, Comar and Eggers advised Mokhtar several  
28 times to obtain a broad release of claims from Mocha Mill to avoid legal exposure.

1 Mokhtar knew that obtaining such a release would be difficult, however, so he resorted to  
2 extortion once again.

3 146. Despite his fiduciary duty, Mokhtar purposely allowed the “mochamill.com”  
4 domain to expire and directed Enterprise member Ahmad to purchase the domain in or  
5 about April 2016. Mokhtar proceeded to use the domain as a bargaining chip in attempts  
6 to extort Plaintiffs into signing a broad release of claims, engaging in both extortion and  
7 wire fraud.

8 147. Furthermore, upon his resignation from Mocha Mill, Mokhtar had sole  
9 access and administrator privileges to all of Mocha Mill’s internet accounts, including,  
10 *inter alia*, the log-in credentials for GoDaddy, SquareSpace, G-Suite and G-Mail, and  
11 various social media accounts such as Facebook, Twitter, and Instagram.

12 148. Even after his resignation from Mocha Mill, Mokhtar refused to give Mocha  
13 Mill back these credentials and administrator privileges, essentially locking Mocha Mill  
14 out of its own accounts. Mokhtar then used access to the accounts as a bargaining chip in  
15 attempts to extort the Mocha Mill partners into signing a broad release of claims  
16 absolving Mokhtar of all legal liability. The extortion attempt failed and Mokhtar did not  
17 get his release.

18 149. Instead, Mocha Mill was forced to engage in a lengthy process to regain  
19 access to its accounts directly from the service providers. It was not until late June 2016  
20 that Mocha Mill regained access to many of its accounts.

21 **M. Obstruction and Spoliation of Evidence to Cover Up the**  
22 **Racketeering Conspiracy**

23 150. After Mocha Mill regained access to its accounts, the company changed the  
24 credentials and privileges away from Mokhtar, but inadvertently left Mokhtar’s phone  
25 number on the G-Mail account as a recovery phone number. Using this recovery phone  
26 number, Mokhtar hacked back into the Mocha Mill email account, locked out Mocha Mill,  
27 and destroyed emails that evidenced his racketeering activity.

28 151. More recently, after sending Defendants notice of impending litigation and

1 requests for preservation of evidence, Plaintiffs have seen potential evidence disappear off  
2 the Internet and are gravely concerned about continuing obstruction and spoliation.

3 **N. Money Laundering in Furtherance of a Pattern of Racketeering**  
4 **Activity**

5 152. Transactional money laundering, a RICO predicate codified in 18 U.S.C.  
6 § 1957, prohibits monetary transactions of over \$10,000 using criminally derived property  
7 from specified unlawful activity such as fraud and extortion.

8 153. Through a pattern of racketeering activity, including fraud and extortion,  
9 the Enterprise and defendants amassed large sums of money in criminal proceeds derived  
10 from fraud and extortion. Defendants used this money to engage in numerous monetary  
11 transactions of over \$10,000 to grow Port of Mokha.

12 154. Each such transaction is an act of transactional money laundering that has  
13 harmed Mocha Mill by allowing competitor Port of Mokha to advance its dominance in the  
14 specialty coffee market as part of a pattern of racketeering activity.

15 **VI. DISCOVERY RULE & FRAUDULENT CONCEALMENT**

16 **A. Discovery Rule**

17 155. Plaintiffs did not discover and could not have discovered through the  
18 exercise of reasonable diligence that Defendants conspired to and did engage in a pattern  
19 of racketeering activity that involved fraud, extortion, and money laundering, giving rise  
20 to the federal and state law claims raised herein.

21 156. Defendants' RICO scheme and state law violations were elaborate and well  
22 concealed. Indeed, it was not until Plaintiffs started seeing "Port of Mokha" coffee appear  
23 at major distributors such as Blue Bottle and recovered some of the emails Mokhtar had  
24 destroyed, that Plaintiffs realized they had been defrauded.

25 **B. Fraudulent Concealment**

26 157. Under the fraudulent concealment doctrine, the causes of action alleged  
27 herein did or will only accrue upon discovery of the true nature of the fraud-based RICO  
28 conspiracy and other violations perpetrated by Defendants.

1 158. Defendants maliciously concealed from Plaintiffs material information  
2 required for the prosecution of Plaintiffs' claims. Defendants took active and affirmative  
3 steps to hide the true character, quality, nature, and extent of their illegal RICO and  
4 fraud schemes, and other federal and state law violations. Plaintiffs did not discover, and  
5 could not have discovered through the exercise of reasonable diligence, the true nature of  
6 the RICO conspiracy and related violations perpetrated by Defendants, because  
7 Defendant Mokhtar, *inter alia*, actively destroyed evidence to conceal his unlawful  
8 activities.

9 159. Defendants are under a continuous duty to disclose to Plaintiffs the true  
10 character, quality, and nature of the RICO and fraud schemes they perpetrated on  
11 Plaintiffs.

## 12 **VII. PLAINTIFFS' CLAIMS FOR RELIEF**

### 13 **FIRST CLAIM FOR RELIEF**

#### 14 **(Conspiracy to Commit Violations of the** 15 **Racketeer Influenced and Corrupt Organizations Act)**

#### 16 **[18 U.S.C. § 1962(d)]**

17 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

18 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

19 160. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
20 and every allegation of the preceding paragraphs, with the same force and effect as  
21 though fully set forth herein.

22 161. Plaintiffs bring this RICO claim for relief under 18 U.S.C. §§ 1962(d) and  
23 1964 for conspiracy to violate § 1962(c), against Port of Mokha, Inc., Port of Mokha LLC  
24 (Port of Mokha, Inc., and Port of Mokha LLC are collectively referred to as "Port of  
25 Mokha"), Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad (for  
26 purposes of this claim for relief, "Defendants").

27 162. In or about April 2014, Mokhtar began engaging in a pattern of racketeering  
28



1 activity using Mocha Mill as the RICO enterprise:

- 2 a. From about April 2014, through about December 2015, Mokhtar  
3 committed numerous acts of **wire fraud** in violation of 18 U.S.C.  
4 §§ 1341 and 1343, and **grand theft by fraud** in violation of Cal.  
5 Penal Code §§ 487 and 532, to embezzle from Mocha Mill at least  
6 approximately \$140,942 as well as proceeds from clandestine sales of  
7 stolen Mocha Mill coffee. (*See supra* § V(C).)
- 8 b. In about March 2015, Mokhtar engaged in acts of **extortion** in  
9 violation of 18 U.S.C. § 1951, and Cal. Penal Code §§ 518, 519, 520,  
10 522, and 523. (*See supra* § V(D)).

11 163. In or about April 2015 and thereafter, Mokhtar expanded the racketeering  
12 enterprise to form a larger association-in-fact enterprise that included Mokhtar, Mocha  
13 Mill, Ahmad, Ezell, Comar, Port of Mokha, and others (for purposes of this claim for  
14 relief, the “Enterprise”). The Enterprise sought to steal for the benefit of Port of Mokha  
15 the business Mocha Mill had spent years developing. (*See supra* §§ V(F) – (K).)  
16 Enterprise members and their co-conspirators shared the objective of usurping and did  
17 usurp Mocha Mill by fraud and extortion. (*See id.*)

18 164. From about June 2015 through about November 2015, Enterprise members  
19 conspired with each other and others known and unknown to Plaintiffs at this time:

- 20 a. To commit (and did commit) numerous acts of **wire fraud** in violation  
21 of 18 U.S.C. §§ 1341 and 1343, and attempted **grand theft by fraud**  
22 under California state law in violation of Cal. Penal Code §§ 487 and  
23 532 (*see supra* § V(G)); and
- 24 b. To commit **extortion** in violation of 18 U.S.C. § 1951, and Cal. Penal  
25 Code §§ 518, 519, 520, 522, and 523; Defendants did commit  
26 **attempted extortion** in violation of 18 U.S.C. § 1951, and Cal. Penal  
27 Code § 524. (*See supra* § V(G).)



1           165. From about November 2015 through about May 2016, Enterprise members  
2 conspired with each other, Blue Bottle, T&H, Metra, and others known and unknown to  
3 Plaintiffs at this time to commit (and did commit) racketeering acts, including **wire**  
4 **fraud** in violation of 18 U.S.C. §§ 1341 and 1343, and **grand theft by fraud** in violation  
5 of Cal. Penal Code §§ 487 and 532. (*See supra* §§ V(H) – (K).)

6           166. From about April 2016 through about June 2016, Enterprise members  
7 conspired with each other and others known and unknown to Plaintiffs at this time to  
8 commit racketeering acts, including **extortion** in violation of 18 U.S.C. § 1951, and Cal.  
9 Penal Code §§ 518, 519, 520, 522, and 523; Defendants did commit **attempted extortion**  
10 in violation of 18 U.S.C. § 1951, and Cal. Penal Code § 524. (*See supra* § V(L).)

11           167. After resigning from Mocha Mill, Mokhtar engaged in racketeering acts by  
12 hacking into Mocha Mill emails accounts to destroy evidence in attempts to conceal the  
13 RICO Enterprise and its unlawful activities. In doing so, he committed acts of **wire**  
14 **fraud** in violation of 18 U.S.C. §§ 1341 and 1343, by maliciously and with intent to  
15 deceive, misrepresenting himself to be a person with authorized access when he had no  
16 such authorization. In fact, Mokhtar at the time knew that he was *prohibited* from  
17 accessing the accounts, especially for the purpose of destroying evidence of criminal  
18 activity. (*See supra* § V(M).)

19           168. From about April 2016 through the present, Enterprise members are  
20 continuing to commit racketeering acts by using criminal proceeds derived from fraud and  
21 extortion to engage in monetary transactions of over \$10,000 to grow Port of Mokha; each  
22 such transaction is an act of **money laundering** in violation of 18 U.S.C. § 1957. Port of  
23 Mokha continues to launder money to advance its dominance in the specialty coffee  
24 market thereby causing direct and proximate injury to competitor Mocha Mill. (*See supra*  
25 § V(N).)

26           169. As detailed above, at all relevant times, each member and co-conspirator of  
27 the Enterprise was aware of its purpose and conduct, and was a knowing, willing, and  
28

1 active participant in that conduct, as detailed in the preceding paragraphs. Each member  
2 and co-conspirator of the Enterprise reaped substantial profits from the unlawful  
3 activities of the Enterprise to the detriment of Mocha Mill.

4 170. As detailed above, at all relevant times, each member of the Enterprise  
5 acquired, maintained control of, was associated with, and conducted or participated in the  
6 conduct of the Enterprise's affairs.

7 171. As detailed above, at all relevant times, the Enterprise and each of its  
8 members: (a) had an existence separate and distinct from each of its members; and  
9 (b) was separate and distinct from the pattern of racketeering in which Defendants  
10 engaged.

11 172. As detailed above, at all relevant times, the members and co-conspirators of  
12 the Enterprise were/are systematically linked through continually coordinated activities,  
13 financial ties, and contractual business arrangements.

14 173. The Enterprise is an ongoing and continuing enterprise. The harm it caused  
15 continues to date and it continues to engage in the laundering of criminal proceeds,  
16 directly and proximately causing ongoing harm to Mocha Mill.

17 174. As detailed above, at all relevant times, the members and co-conspirators of  
18 the Enterprise could not have accomplished the purpose of the Enterprise without each  
19 other's assistance and they all, with the exception of victim Mocha Mill, profited and  
20 continue to profit financially from the Enterprise's unlawful activities.

21 175. As detailed above, at all relevant times, the pattern of racketeering activity  
22 undertaken by Enterprise members and their co-conspirators required and involved the  
23 regular and foreseeable use of electronic communications including text messages, emails,  
24 social media communications, and financial wires utilizing the wire facilities of the  
25 United States.

26 176. As detailed above, at all relevant times, Enterprise members functioned as a  
27 continuing unit for the purposes of engaging in the Enterprise's racketeering activity to  
28

1 accomplish the Enterprise's core objective to steal the assets and business (including,  
2 importantly, the farmer and distributor relationships and first-mover advantage) Mocha  
3 Mill had spent years developing and planning; each Enterprise member agreed to take  
4 actions to hide from others the existence of the Enterprise, its objectives, and its unlawful  
5 activities.

6 177. As detailed above, at all relevant times, the RICO Enterprise engaged in and  
7 affected interstate commerce because it, *inter alia*: (a) involved (and continues to involve)  
8 the importation of coffee into the United States from abroad (Yemen), and the subsequent  
9 marketing and sale of that coffee nationwide and internationally; and (b) utilized wire  
10 facilities of the United States to carry out its schemes and unlawful activities.

11 178. As a result of the Enterprise's racketeering activity, Port of Mokha  
12 unlawfully supplanted Mocha Mill, causing Mocha Mill to suffer significant damages  
13 amounting to tens and hundreds of millions of dollars. Simply put, Port of Mokha is the  
14 stolen Mocha Mill. The Enterprise's RICO violations through its members and co-  
15 conspirators continue to victimize and injure Mocha Mill.

16 WHEREFORE, Plaintiffs pray for relief as set forth below.

17 **SECOND CLAIM FOR RELIEF**

18 **(Violations of the Racketeer Influenced and Corrupt Organizations Act)**

19 **[18 U.S.C. § 1962(c)]**

20 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*  
21 *Mokha Foundation, Mokhtar, and Ahmad)*

22 179. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
23 and every allegation of the preceding paragraphs, with the same force and effect as  
24 though fully set forth herein.

25 180. Plaintiffs bring this RICO claim for relief under 18 U.S.C. §§ 1962(c) and  
26 1964 of RICO against Port of Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and  
27 Port of Mokha LLC are collectively referred to as "Port of Mokha"), Mokha Foundation,  
28

1 Mokhtar, and Ahmad (for purposes of this claim for relief, “Defendants”).

2 181. The allegations in this claim for relief mirror the allegations in the First  
3 Claim for Relief and so, for purposes of brevity, each and every allegation in the First  
4 Claim for Relief as well as all the preceding paragraphs are alleged herein by reference  
5 with the same force and effect as though fully set forth herein.

6 WHEREFORE, Plaintiffs pray for relief as set forth below.

7 **THIRD CLAIM FOR RELIEF**

8 **(Fraud & Deceit)**

9 *(Against Defendant Mokhtar, Port of Mokha, Inc.,*  
10 *Port of Mokha LLC, and Mokha Foundation)*

11 182. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
12 and every allegation of the preceding paragraphs, with the same force and effect as  
13 though fully set forth herein.

14 183. Plaintiffs bring this fraud-by-deceit claim for relief against Mokhtar, Port of  
15 Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are  
16 collectively referred to as “Port of Mokha”), and Mokha Foundation.

17 184. As detailed in Section V(C), from April 2014 through December 2015, under  
18 the guise of legitimate company expenses, Mokhtar willfully, maliciously, and with intent  
19 to defraud embezzled at least approximately \$140,942 from Mocha Mill for personal  
20 expenses and to fund his competitor company Port of Mokha.

21 185. Plaintiffs made Mokhtar CEO of Mocha Mill and gave him full access to  
22 company accounts for legitimate company expenses.

23 186. Plaintiffs relied on Mokhtar’s representations that he was drawing upon  
24 Mocha Mill’s accounts only for the purpose of legitimate company expenses.

25 187. Mokhtar assured Plaintiffs that he would provide proof of all expenses but  
26 never did so because the expenses were not legitimate.

27 188. Mokhtar’s conduct directly, proximately, and substantially caused Plaintiffs

1 to suffer significant injury.

2 189. Because Mokhtar’s fraudulent conduct was done maliciously, oppressively,  
3 deliberately, and/or with intent to defraud, Plaintiffs are further entitled to an award of  
4 exemplary and punitive damages, pursuant to California Civil Code section 3294.

5 WHEREFORE, Plaintiffs pray for relief as set forth below.

6 **FOURTH CLAIM FOR RELIEF**

7 **(Fraud & Deceit)**

8 **(Conspiracy and Aiding & Abetting)**

9 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

10 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

11 190. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
12 and every allegation of the preceding paragraphs, with the same force and effect as  
13 though fully set forth herein.

14 191. Plaintiffs bring this fraud-by-deceit claim for relief against Port of Mokha,  
15 Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are collectively  
16 referred to as “Port of Mokha”), Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar,  
17 and Ahmad (for purposes of this claim for relief, “Defendants”).

18 192. Defendants actively engaged in, participated in, agreed to, aided and  
19 abetted, conspired in, and/or furthered a fraudulent scheme, which conduct constitutes  
20 fraud and deceit. The fraud and deceit was designed as part of a deliberate and  
21 intentional scheme to induce Plaintiffs to abandon significant business opportunities so  
22 that Port of Mokha could supplant Mocha Mill as the company first to market Mocha  
23 Mill’s highly anticipated premium Yemeni coffee, thereby stealing the attendant publicity  
24 and business relationships rightfully due Mocha Mill, causing Mocha Mill to suffer  
25 significant injury and damages that continue to date.

26 193. As detailed in Sections V(H) – (K), Defendants conspired and carried out  
27 through a series of coordinated acts a methodical scheme to defraud Mocha Mill into

1 believing that high-end distributors and retailers were no longer interested in Mocha  
2 Mill's premium coffee. Defendants knew this to be false and willfully, maliciously, and  
3 with intent to defraud intended for Plaintiffs to rely on Defendants' misrepresentations.  
4 Defendants perpetrated this scheme to steal the fruits of Mocha Mill's investments and  
5 supplant it with Port of Mokha.

6 194. Plaintiffs reasonably relied on Defendants' misrepresentations. As a result,  
7 Defendants' intentional, willful, and malicious fraud and deceit directly, proximately, and  
8 substantially caused Plaintiffs to suffer significant injury and damages amounting to tens  
9 and hundreds of millions of dollars.

10 WHEREFORE, Plaintiffs pray for relief as set forth below.

11 **FIFTH CLAIM FOR RELIEF**

12 **(Fraudulent Concealment)**

13 **(Conspiracy and Aiding & Abetting)**

14 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

15 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

16 195. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
17 and every allegation of the preceding paragraphs, with the same force and effect as  
18 though fully set forth herein.

19 196. Plaintiffs bring this fraud-by-concealment claim for relief against Port of  
20 Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are  
21 collectively referred to as "Port of Mokha"), Mokha Foundation, T&H, Metra, Blue Bottle,  
22 Mokhtar, and Ahmad (for purposes of this claim for relief, "Defendants").

23 197. Defendants actively engaged in, participated in, agreed to, aided and  
24 abetted, conspired in, and/or furthered a fraudulent scheme, which conduct constitutes  
25 fraudulent concealment. The fraudulent concealment was designed as part of a deliberate  
26 and intentional scheme to induce Plaintiffs to abandon significant business opportunities  
27 so that Port of Mokha could supplant Mocha Mill as the company first to market Mocha  
28

1 Mill's highly anticipated premium Yemeni coffee, thereby stealing the attendant publicity  
2 and business relationships rightfully due Mocha Mill, causing Mocha Mill to suffer  
3 significant injury and damages that continue to date.

4 198. As detailed in Sections V(H) – (K), defendant Mokhtar was in a fiduciary  
5 relationship with Plaintiffs and willfully, maliciously, and with intent to defraud actively  
6 concealed and failed to disclose that Mocha Mill's business plan was on track and that  
7 high-end coffee distributors and retailers were anxiously waiting to receive and market  
8 Mocha Mill's highly anticipated premium coffee that would thrust Mocha Mill to the  
9 forefront of the premium coffee market with significant positive publicity creating a solid  
10 future for the company. Defendant Mokhtar conspired with others to actively conceal and  
11 failed to disclose that deals-in-principle were in place; he did this to steal Mocha Mill's  
12 relationships, assets, opportunities, and business advantage in order to supplant Mocha  
13 Mill with Port of Mokha.

14 199. Through a series of coordinated acts, defendants Blue Bottle, T&H, Metra,  
15 and Ahmad willfully, maliciously, and with intent to defraud conspired with Mokhtar and  
16 Ezell to help perpetrate the scheme to deceive Plaintiffs out of their business. (*See supra*  
17 *V(H) – V(K).*)

18 200. Plaintiffs did not know of the concealed facts. Had Plaintiffs known the  
19 truth, they would have been first to market their premium coffee at high-end distributors  
20 and retailers, and would have received the continuing benefits that Port of Mokha stole  
21 using fraud and deceit.

22 201. Defendants' willful and intentional concealment directly, proximately, and  
23 substantially caused Plaintiffs to suffer significant damages amounting to tens and  
24 hundreds of millions of dollars.

25 WHEREFORE, Plaintiffs pray for relief as set forth below.  
26  
27  
28

1 **SIXTH CLAIM FOR RELIEF**

2 **(Negligent Misrepresentation)**

3 **(Conspiracy and Aiding & Abetting)**

4 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

5 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

6 202. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
7 and every allegation of the preceding paragraphs, with the same force and effect as  
8 though fully set forth herein.

9 203. Plaintiffs bring this negligent misrepresentation claim for relief against Port  
10 of Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are  
11 collectively referred to as “Port of Mokha”), Mokha Foundation, T&H, Metra, Blue Bottle,  
12 Mokhtar, and Ahmad (for purposes of this claim for relief, “Defendants”).

13 204. Defendants actively engaged in, participated in, agreed to, aided and  
14 abetted, conspired in, and/or furthered a scheme involving negligent misrepresentations.  
15 Defendants’ conduct induced Plaintiffs to abandon significant business opportunities and  
16 provided Port of Mokha the means to supplant Mocha Mill as the company first to market  
17 Mocha Mill’s highly anticipated premium Yemeni coffee, thereby stealing the attendant  
18 publicity and business relationships rightfully due Mocha Mill, causing Mocha Mill to  
19 suffer significant injuries that continue to date.

20 205. As detailed in Sections V(H) – (K), through a series of coordinated acts,  
21 including acts of aiding and abetting, Defendants represented to Plaintiffs that high-end  
22 distributors and retailers were no longer interested in Mocha Mill’s premium coffee.  
23 Defendants were negligent because the representations were false, and Defendants had  
24 no reasonable grounds to believe they were true.

25 206. Defendants intended for Plaintiffs to rely on the false representations in  
26 order to steal Mocha Mill’s investments and supplant Mocha Mill with Port of Mokha.

27 207. Plaintiffs did reasonably rely on Defendants’ misrepresentations. As a  
28



1 result, Defendants' negligent misrepresentations directly, proximately, and substantially  
2 caused Plaintiffs to suffer significant damages amounting to tens and hundreds of  
3 millions of dollars.

4 WHEREFORE, Plaintiffs pray for relief as set forth below.

5 **SEVENTH CLAIM FOR RELIEF**

6 **(Breach of Fiduciary Duty)**

7 **(Conspiracy and Aiding & Abetting)**

8 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

9 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

10 208. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
11 and every allegation of the preceding paragraphs, with the same force and effect as  
12 though fully set forth herein.

13 209. Plaintiffs bring this breach of fiduciary duty claim for relief against Port of  
14 Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are  
15 collectively referred to as "Port of Mokha"), Mokha Foundation, T&H, Metra, Blue Bottle,  
16 Mokhtar, and Ahmad (for purposes of this claim for relief, "Defendants").

17 210. Defendants actively engaged in, participated in, agreed to, aided and  
18 abetted, conspired in, and/or furthered a scheme involving significant breaches of  
19 fiduciary duty. Defendants' conduct induced Plaintiffs to abandon significant business  
20 opportunities and provided Port of Mokha, by deceit and other wrongful methods, the  
21 means to supplant Mocha Mill as the company first to market Mocha Mill's highly  
22 anticipated premium Yemeni coffee, along with the attendant publicity and business  
23 relationships rightfully due Mocha Mill, causing Mocha Mill to suffer significant injuries  
24 that continue to date.

25 211. As a partner and CEO of Mocha Mill, Mokhtar owed Plaintiffs a fiduciary  
26 duty of undivided loyalty, that is, a duty to act with the utmost good faith in the best  
27 interest of his partners, Mocha Mill, and its shareholders.



1 though fully set forth herein.

2 218. Plaintiffs bring this intentional interference with prospective economic  
3 relationships claim for relief against Port of Mokha, Inc., Port of Mokha LLC (Port of  
4 Mokha, Inc., and Port of Mokha LLC are collectively referred to as “Port of Mokha”),  
5 Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad (for purposes of this  
6 claim for relief, “Defendants”).

7 219. Defendants actively engaged in, participated in, agreed to, aided and  
8 abetted, conspired in, and/or furthered a scheme involving intentional interference with  
9 prospective economic relationships. Defendants’ conduct induced Plaintiffs to abandon  
10 significant business opportunities and provided Port of Mokha, by deceit and other  
11 wrongful methods, the means to supplant Mocha Mill as the company first to market  
12 Mocha Mill’s highly anticipated premium Yemeni coffee, along with the attendant  
13 publicity and business relationships rightfully due Mocha Mill, causing Mocha Mill to  
14 suffer significant injury and damages that continue to date.

15 220. In anticipation of the first sale of ultra-premium Yemeni coffee, Mocha Mill  
16 had set up several economic relationships (and prospective relationships) with various  
17 distributors and retailers of coffee; these relationships would have resulted in significant  
18 and continuing economic benefit to Mocha Mill as clearly demonstrated by Port of  
19 Mokha’s success (built on Mocha Mill’s labor and investments).

20 221. Defendants knew of these relationships. Nevertheless, Defendants willfully  
21 and intentionally engaged in, participated in, agreed to, aided and abetted, conspired in,  
22 and/or furthered various RICO violations, acts of fraud, acts of extortion, and breaches of  
23 fiduciary duty.

24 222. By engaging in this conduct, Defendants knew that disruption of Mocha  
25 Mill’s relationships and prospective business opportunities was certain or substantially  
26 certain to occur. In fact, the wrongful conduct was designed precisely to disrupt Mocha  
27 Mill’s relationships and siphon them to Port of Mokha.

1 223. Mocha Mill's relationships and business opportunities were severely  
2 disrupted, and all defendants, especially competitor Port of Mokha, benefitted  
3 significantly from this.

4 224. Defendants' conduct directly, proximately, and substantially caused  
5 Plaintiffs to suffer significant and continuing injury and damages amounting to tens and  
6 hundreds of millions of dollars.

7 WHEREFORE, Plaintiffs pray for relief as set forth below.

8 **NINTH CLAIM FOR RELIEF**

9 **(Negligent Interference with Prospective Economic Relationships)**

10 **(Conspiracy and Aiding & Abetting)**

11 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

12 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

13 225. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
14 and every allegation of the preceding paragraphs, with the same force and effect as  
15 though fully set forth herein.

16 226. Plaintiffs bring this negligent interference with prospective economic  
17 relationships claim for relief against Port of Mokha, Inc., Port of Mokha LLC (Port of  
18 Mokha, Inc., and Port of Mokha LLC are collectively referred to as "Port of Mokha"),  
19 Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad (for purposes of this  
20 claim for relief, "Defendants").

21 227. Defendants actively engaged in, participated in, agreed to, aided and  
22 abetted, conspired in, and/or furthered a scheme involving negligent interference with  
23 prospective economic relationships. Defendants' conduct induced Plaintiffs to abandon  
24 significant business opportunities and provided Port of Mokha, by deceit and other  
25 wrongful methods, the means to supplant Mocha Mill as the company first to market  
26 Mocha Mill's highly anticipated premium Yemeni coffee, along with the attendant  
27 publicity and business relationships rightfully due Mocha Mill, causing Mocha Mill to  
28

1 suffer significant injuries that continue to date.

2       228. In anticipation of the first sale of ultra-premium Yemeni coffee, Mocha Mill  
3 had set up several economic relationships (and prospective relationships) with various  
4 distributors and retailers of coffee; these relationships would have resulted in significant  
5 and continuing economic benefit to Mocha Mill as clearly demonstrated by Port of  
6 Mokha's success (built on Mocha Mill's labor and investments). Defendants either knew  
7 or should have known of these relationships and prospective relationships based on their  
8 own close relationships with Mokhtar and Mocha Mill, and insight into the specialty  
9 coffee industry.

10       229. Defendants knew or should have known that these relationships would be  
11 disrupted if Defendants failed to act with reasonable care when they engaged in,  
12 participated in, agreed to, aided and abetted, conspired in, and/or furthered the schemes  
13 and numerous breaches of fiduciary duty orchestrated by Mokhtar and other Enterprise  
14 members.

15       230. Defendants did fail to act with reasonable care by engaging in, participating  
16 in, agreeing to, aiding and abetting, conspiring in, and/or furthering the schemes and  
17 breaches of fiduciary duty orchestrated by Mokhtar and other Enterprise members.

18       231. Defendants engaged in, participated in, agreed to, aided and abetted,  
19 conspired in, and/or furthered various RICO violations, acts of fraud, acts of extortion,  
20 and breaches of fiduciary duty. By engaging in this conduct, Defendants knew that  
21 disruption of the relationships was certain or substantially certain to occur. In fact, the  
22 wrongful conduct was designed precisely to disrupt Mocha Mill's relationships for Port of  
23 Mokha's benefit.

24       232. Mocha Mill's relationships and business opportunities were severely  
25 disrupted to Port of Mokha's benefit. All defendants benefitted from this.

26       233. Defendants' conduct directly, proximately, and substantially caused  
27 Plaintiffs to suffer significant damages in lost profits, past and future, amounting to tens

1 and hundreds of millions of dollars.

2 WHEREFORE, Plaintiffs pray for relief as set forth below.

3 **TENTH CLAIM FOR RELIEF**

4 **(Conversion)**

5 *(Against Defendant Mokhtar Port of Mokha, Inc.,*  
6 *Port of Mokha LLC, and Mokha Foundation)*

7 234. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
8 and every allegation of the preceding paragraphs, with the same force and effect as  
9 though fully set forth herein.

10 235. Plaintiffs bring this conversion claim for relief against Mokhtar, Port of  
11 Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are  
12 collectively referred to as “Port of Mokha”), and Mokha Foundation.

13 236. As detailed in Section V(C), from April 2014 through December 2015, under  
14 the guise of legitimate company expenses, Mokhtar willfully, maliciously, and with intent  
15 to defraud embezzled from Mocha Mill and Plaintiffs at least approximately \$140,942 as  
16 well as proceeds from clandestine sales of stolen Mocha Mill coffee, to use for personal  
17 expenses and to fund his competitor company Port of Mokha.

18 237. Because Mokhtar illegally stole and converted Mocha Mill’s funds, Plaintiffs  
19 have an immediate right to a return of those funds including all benefits derived  
20 therefrom.

21 238. Mokhtar continues to exercise dominion and control over those funds for the  
22 benefit of himself and Port of Mokha.

23 239. As a substantial and proximate result of Mokhtar’s unlawful conversion,  
24 Plaintiffs have suffered and continue to suffer injury and damages.

25 WHEREFORE, Plaintiffs pray for relief as set forth below.

**ELEVENTH CLAIM FOR RELIEF**

**(Conversion)**

*(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

*Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

240. Plaintiffs reallege and incorporate by reference, in this claim for relief, each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

241. Plaintiffs bring this conversion claim for relief against Port of Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are collectively referred to as “Port of Mokha”), Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad (for purposes of this claim for relief, “Defendants”).

242. Defendants actively engaged in, participated in, agreed to, aided and abetted, conspired in, and/or furthered a scheme involving conversion. Defendants’ conduct induced Plaintiffs to abandon significant business opportunities and provided Port of Mokha, by deceit and other wrongful methods, the means to supplant Mocha Mill as the company first to market Mocha Mill’s highly anticipated premium Yemeni coffee, along with the attendant publicity and business relationships rightfully due Mocha Mill, causing Mocha Mill to suffer significant injuries that continue to date.

243. Because Defendants illegally stole and converted Mocha Mill’s entire business, essentially supplanting Mocha Mill with Port of Mokha, and/or aided and abetting the same, Plaintiffs have an immediate right to Port of Mokha, including damages for all past and future profits of Port of Mokha commensurate with Plaintiffs’ stake, as well as punitive damages.

244. Port of Mokha continues to exercise dominion and control over a business that rightfully belongs to Mocha Mill. All defendants have benefitted from this.

245. As a substantial and proximate result of Defendants’ unlawful conversion of the Mocha Mill company, Plaintiffs have suffered and continue to suffer significant injury

1 and damages amounting to tens and hundreds of millions of dollars.

2 WHEREFORE, Plaintiffs pray for relief as set forth below.

3 **TWELVTH CLAIM FOR RELIEF**

4 **(Unjust Enrichment)**

5 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

6 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar, and Ahmad)*

7 246. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
8 and every allegation of the preceding paragraphs, with the same force and effect as  
9 though fully set forth herein.

10 247. Plaintiffs bring this unjust enrichment claim for relief against Port of  
11 Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of Mokha LLC are  
12 collectively referred to as “Port of Mokha”), Mokha Foundation, T&H, Metra, Blue Bottle,  
13 Mokhtar, and Ahmad (for purposes of this claim for relief, “Defendants”).

14 248. Defendants actively engaged in, participated in, agreed to, aided and  
15 abetted, conspired in, and/or furthered a scheme involving unjust enrichment.

16 249. By their wrongful acts and omissions, Defendants, and each of them, were  
17 unjustly enriched at the expense of and to the detriment of Plaintiffs or while Plaintiffs  
18 were unjustly deprived. That is, Defendants’ conduct induced Plaintiffs to abandon  
19 significant business opportunities Plaintiffs had invested serious time and money to  
20 develop, and provided Port of Mokha, by deceit and other wrongful methods, the means to  
21 supplant Mocha Mill as the company first to market Mocha Mill’s highly anticipated  
22 premium Yemeni coffee, along with the attendant publicity and business relationships  
23 rightfully due Mocha Mill, causing Mocha Mill to suffer significant injuries that continue  
24 to date.

25 250. Plaintiffs seek restitution from Defendants, and each of them, and seek an  
26 order of this Court disgorging all payments, commissions, profits, benefits, year-end  
27 performance or other bonuses, and other compensation obtained by Defendants, and each



1 of them, from their wrongful conduct.

2 WHEREFORE, Plaintiffs pray for relief as set forth below.

3 **THIRTEENTH CLAIM FOR RELIEF**

4 **(Cal. Bus. & Prof. Code § 17200 – Unlawful, Unfair, and Fraudulent Practices)**

5 *(Against Defendants Port of Mokha, Inc., Port of Mokha LLC,*

6 *Mokha Foundation, T&H, Metra, Blue Bottle, Mokhtar and Ahmad)*

7 251. Plaintiffs reallege and incorporate by reference, in this claim for relief, each  
8 and every allegation of the preceding paragraphs, with the same force and effect as  
9 though fully set forth herein.

10 252. Plaintiffs bring this unlawful, unfair, and fraudulent practices claim for  
11 relief against Port of Mokha, Inc., Port of Mokha LLC (Port of Mokha, Inc., and Port of  
12 Mokha LLC are collectively referred to as “Port of Mokha”), Mokha Foundation, T&H,  
13 Metra, Blue Bottle, Mokhtar, and Ahmad (for purposes of this claim for relief,  
14 “Defendants”).

15 253. California’s Unfair Competition Law (“UCL”) prohibits any unlawful, unfair,  
16 or fraudulent business act or practice. *See* Cal. Bus. & Prof. Code §§ 17200 *et. seq.* The  
17 statutory violations, fraudulent misrepresentations, and unlawful practices and acts of  
18 defendants, and each of them, mentioned previously, constitute unfair, unlawful, and/or  
19 fraudulent business acts and/or practices within the meaning of the UCL.

20 254. Defendants engaged in, participated in, agreed to, aided and abetted,  
21 conspired in, and/or furthered acts and practices in violation of Section 17200 *et. seq.*

22 255. By engaging in the unlawful acts and/or practices alleged in this complaint,  
23 Defendants have violated several state, federal, and common laws constituting *per se*  
24 violations of Section 17200 *et. seq.*, including, but not limited to: 18 U.S.C. §§ 1341 and  
25 1343; 18 U.S.C. § 1951; 18 U.S.C. § 1957; 18 U.S.C. § 1962; Cal. Penal Code §§ 518, 519,  
26 520, 522, 523, and 524; Cal Civ. Code §§ 1572, 1573, 1709, and 1710; and the common  
27 law.

1 256. All of defendants' unlawful, fraudulent, and unfair business practices were  
2 designed to and did deprive Plaintiffs of the continuing business profits and opportunities  
3 they were entitled to as a result of years of investment and development.

4 257. As a direct and proximate result of Defendants' conduct, and each of them,  
5 Plaintiffs have suffered and are continuing to suffer injury and damages.

6 258. Plaintiffs bring this claim for relief on behalf of themselves and the public as  
7 private attorneys general pursuant to Business and Professions Code § 17204.

8 259. Pursuant to Business and Professions Code § 17203, Plaintiffs seek from  
9 Defendants, and each of them, restitution and disgorgement of all earnings, profits,  
10 compensations, benefits, and other ill-begotten gains obtained by defendants as a result of  
11 Defendants' conduct in violation of Business and Professions Code § 17200 *et seq.*

12 Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law,  
13 including California Code of Civil Procedure § 1021.5.

14 260. Pursuant to Business and Professions Code § 17204, Plaintiffs seek an order  
15 from the Court enjoining defendants, and each of them, from continuing to engage in the  
16 acts set forth in this complaint, which acts constitute criminal and civil violations of the  
17 law and of Business and Professions Code § 17200 *et seq.*

18 WHEREFORE, Plaintiffs pray for relief as set forth below.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff pray that the Court grant judgment against Defendants as  
21 follows:

- 22 1. An order enjoining Defendants from the further destruction/spoliation of  
23 evidence;
- 24 2. Compensatory damages in an amount according to proof;
- 25 3. Disgorgement of Port of Mokha assets and shares according to proof;
- 26 4. Restructuring of Port of Mokha to provide Plaintiffs their rightful ownership,  
27 shares, and decision-making authority at Port of Mokha;

- 1 5. Costs, restitution, and multiple damages under state law;
- 2 6. Treble damages under RICO;
- 3 7. Punitive and exemplary damages under state law;
- 4 8. Any and all applicable statutory and civil penalties;
- 5 9. Pre- and post-judgment interest on any amounts awarded;
- 6 10. An award of attorneys' fees and costs, including expert costs;
- 7 11. A declaration that all applicable statutes of limitations are tolled under the
- 8 discovery rule or due to the fraudulent concealment alleged in this Complaint, and that
- 9 Defendants are estopped from relying on any statute of limitation as a defense;
- 10 12. An order enjoining Defendants from dissipating assets to avoid judgment;
- 11 13. Leave to amend this Complaint to conform to the evidence produced in
- 12 discovery and at trial; and
- 13 14. Such other and further relief as the Court deems just and proper.

14 **VIII. DEMAND FOR JURY TRIAL**

15 Plaintiffs demand a jury trial on all triable issues.

17 Dated: April 30, 2018

Respectfully submitted,

18 */s/ Yasin M. Almadani*  
19 YASIN M. ALMADANI  
20 ALMADANI LAW

21 **TERRENCE M. JONES**  
22 **LAW OFFICE OF TERRENCE JONES**

23 *Attorneys for Plaintiffs*