

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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LAWRENCE S. EAGLEBURGER, :

Plaintiff,

-against-

AIG GLOBAL ASSET MANAGEMENT
HOLDINGS CORP., f/k/a AIG GLOBAL
INVESTMENT GROUP, INC. and d/b/a AIG
GLOBAL INVESTMENT GROUP and
STAR AMERICA, LLC,

Defendants.

: Index No.
: Date Purchased:
: Plaintiff Designates New York
: County as Place of Trial

07604097

SUMMONS

The basis of venue is
defendant's principal place of
business

----- x County of New York

To the above named Defendant:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this Summons, not counting the day of service (or within 30 days after service is complete if the summons is not delivered personally to you within the State of New York);

YOU ARE HEREBY NOTIFIED THAT should you fail to answer or appear, a judgment will be entered against you by default for the relief demanded in the Complaint.

Dated: New York, New York
December 14, 2007

COWAN, LIEBOWITZ & LATMAN, P.C.

By: Ronald W. Meister
Ronald W. Meister (RM-4313)
1133 Avenue of the Americas
New York, New York 10036-6799
(212) 790-9255

Defendant's Address: 599 Lexington Avenue
New York, NY 10022

FILED
DEC 14 2007
NEW YORK
COUNTY CLERK'S OFFICE

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COMPLAINT

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LAWRENCE S. EAGLEBURGER, by his attorneys Cowan, Liebowitz and Lane

P.C., for his Complaint against Defendants herein, states:

Parties

1. Plaintiff, Lawrence S. Eagleburger, is an individual residing in Charlottesville, Virginia. From 1992 to 1993, Plaintiff served as Secretary of State of the United States in the administration of President George H.W. Bush.

2. Defendant AIG Global Asset Management Holdings Corp. ("AIG GAMHC") is, on information and belief, a corporation incorporated and existing under the laws of Delaware, with its principal place of business in New York City.

3. On information and belief, AIG GAMHC was formerly known as AIG Global Investment Group, Inc., and, at times relevant hereto, did business as AIG Global Investment Group ("AIGGIG").

4. Defendant Star America, LLC, was, on information and belief, at times relevant hereto, a limited liability company established under the laws of Delaware, with its principal place of business in New York City.

5. Defendant Star America, LLC, was, on information and belief, at times relevant hereto, a wholly-owned subsidiary of AIG GAMHC.

Factual Background

The Dubai Ports World Deal

6. This action arises out of the sale of rights to operate facilities at a large number of United States ports.

7. In or around February 2006, the stockholders of P&O Ports North America, Inc. and Ports Insurance Company, Inc., which were operating facilities at many East Coast and Gulf Coast ports in the United States, agreed in principle to sell their companies to Dubai Ports World, an entity affiliated with the government of Dubai.

8. In the wake of public and political opposition to operation of United States ports by an entity affiliated with Dubai, Dubai Ports World in March 2006 issued a statement agreeing to relinquish its interest in operation of United States ports.

9. Thereafter, several multi-national corporations expressed interest in obtaining the rights to operate the ports.

10. One of the U.S.-owned multi-national corporations that expressed an interest in operating the ports was Defendant AIG GAMHC, a subsidiary of American International Group, Inc., and a worldwide leader in asset management that managed well over \$500 billion in assets.

AIG GAMHC's Approach to Lawrence Eagleburger

11. Because of the widespread opposition to operation of United States ports by a foreign company, it became important for bidders to emphasize their domestic ties and credentials.

12. In November 2006, Christopher Lee, the Managing Director of AIG GAMHC, contacted Plaintiff Lawrence Eagleburger.

13. Mr. Lee sought to engage Mr. Eagleburger to assist defendant AIG GAMHC in its effort to acquire the rights to operate the ports.

14. After a period of negotiations, Plaintiff Eagleburger and Defendant AIG GAMHC on or about December 1, 2006, entered into a written "Professional Services Consulting Agreement" (the "Agreement"), pursuant to which Plaintiff's services as Consultant to AIG GAMHC (the "Company") were described as follows:

Services. Consultant's duties shall include consulting work with respect to the Company's potential acquisition of P&O Ports North America, Inc. and Ports Insurance Company, Inc. (the "Transaction") or as may otherwise be mutually determined by both Parties. (Agreement, ¶ 2)

15. In return for providing those services, Defendant AIG GAMHC agreed to compensate Mr. Eagleburger as follows:

Compensation. As consideration for the services to be performed by Consultant hereunder, Company agrees to pay Consultant a monthly rate of US \$50,000, during the period in which this Agreement is in effect, with a minimum of two months and a maximum of 10 months, at which time Consultant shall be compensated as a member of the Company's Board of Directors, if he so serves at such time. (Agreement, ¶ 4)

Defendants' Use Of Plaintiff's Name Without Authorization

16. Mr. Eagleburger was never informed that he was appointed to the Board of Directors of AIG GAMHC, and he was never compensated as a member of AIG GAMHC's Board of Directors.

17. Nevertheless, on or about December 4, 2006, without informing Mr. Eagleburger, and without obtaining his consent, AIG GAMHC wrote a letter ("AIG GAMHC's Letter") to Brian O. Moon, Director, Mergers & Acquisitions, Deutsche Bank Securities Inc., who was receiving bids for the contract to operate the ports. This letter constituted AIG GAMHC's "definitive and binding acquisition proposal to purchase 100% of the common stock of P&O Ports North America, Inc. and Ports Insurance Company, Inc. from P&O Holdings, Inc."

18. AIG GAMHC's Letter was sent by hand from AIG GAMHC's office at 599 Lexington Avenue, New York, New York, to the offices at Deutsche Bank Securities at 60 Wall Street, New York, New York.

19. AIG GAMHC's Letter represented to Mr. Moon that the proposal to acquire the business of operating the ports was made on behalf of "Star America, LLC," which it described as "a wholly-owned subsidiary of AIG Global Asset Management Holdings Corp. (d/b/a AIG Global Investment Group.)"

20. Unbeknownst to Mr. Eagleburger, and without his consent, AIG GAMHC's Letter represented to Mr. Moon that "Star America's Vice Chairman is Lawrence Eagleburger, a former U.S. Secretary of State with extensive experience in national security issues."

21. AIG GAMHC's Letter further stated, "We are very excited to have Lawrence Eagleburger and [another individual] as an integral part of our team...."

22. AIG GAMHC's Letter, and the references to Mr. Eagleburger, were made for the purposes of trade or advertising, to induce P&O Holdings, Inc. to accept AIG GAMHC's proposal to purchase its stock.

23. At no time was Mr. Eagleburger compensated for services as Vice Chairman of AIG GAMHC, Star America LLC, or any other entity affiliated with AIG or AIG GAMHC. At no time did Mr. Eagleburger authorize Christopher Lee, AIG GAMHC, or anyone else to represent that he was Vice Chairman of any such entity, or to use his name in a solicitation or bid letter.

24. Defendants knew that Mr. Eagleburger had not authorized the use of his name in the fashion it was used in AIG GAMHC's Letter.

25. Making this prominent but unauthorized use of Mr. Eagleburger's name, credentials and experience in support of its bid, AIG GAMHC obtained the ports management contract for its wholly-owned subsidiary, Star America, LLC.

First Cause of Action

26. Plaintiff repeats and realleges the allegations of paragraphs 1 through 25 hereof as if fully set forth hereat.

27. AIG GAMHC's Letter used Mr. Eagleburger's name within New York State for the purposes of trade or advertising without Mr. Eagleburger's written consent.

28. Defendants' use of Mr. Eagleburger's name in this manner is a violation of Sections 50 and 51 of the New York Civil Rights Law.

29. Defendants' use of Mr. Eagleburger's name was knowingly made in a manner that is forbidden or declared to be unlawful by Sections 50 and 51 of the Civil Rights Law.

30. On information and belief, Defendants' unauthorized use of Mr. Eagleburger's name was instrumental in obtaining for AIG GAMHC or its affiliate a contract for the operation of United States ports worth many billions of dollars.

31. By virtue of Defendants' violation of the Civil Rights Law, Mr. Eagleburger has been damaged in an amount to be determined at trial, approximating a success fee that Mr. Eagleburger would have received for obtaining the ports contract for Defendants.

32. By virtue of Defendants' willful violation of Sections 50 and 51 of the Civil Rights Law, Defendants are liable for exemplary damages.

Second Cause of Action

33. Plaintiff repeats and realleges the allegations of paragraphs 1 through 32 hereof as if fully set forth hereat.

34. Mr. Eagleburger undertook his services on AIG GAMHC's representation that he would have a significant role on the management team of any AIG-affiliated company that acquired the ports management contract.

35. AIG GAMHC's Letter represented that Mr. Eagleburger had in fact been named Vice Chairman of Defendant Star America, a wholly-owned subsidiary of Defendant AIG GAMHC.

36. Defendants' prominent use of Mr. Eagleburger's name, credentials and experience in support of their bid was instrumental in their obtaining the ports management contract.

37. The Professional Services Consulting Agreement between Mr. Eagleburger and Defendant AIG GAMHC provided that Mr. Eagleburger would be compensated as a member of AIG GAMHC's Board of Directors if he served in that capacity, in an unspecified amount in addition to his consulting fee.

38. Mr. Eagleburger has not been compensated for service as an officer or member of the Board of Directors of AIG GAMHC or any of its affiliates.

39. If AIG GAMHC's representation of Mr. Eagleburger's position as Vice Chairman was true, AIG GAMHC is in breach of its promise to compensate Mr. Eagleburger for such service.

40. If AIG GAMHC's representation of Mr. Eagleburger's position as Vice Chairman was false, AIG GAMHC is in breach of its representation that Mr. Eagleburger would have a significant role on the management team of any AIG-affiliated company that acquired the ports management contract.

41. In either event, Defendants are obligated to Mr. Eagleburger for compensation in excess of his consulting fee.

42. By virtue of the foregoing, Mr. Eagleburger is entitled to damages in an amount to be determined at trial, approximating the compensation due to the Vice Chairman of the company awarded the multi-billion dollar contract to operate U.S. ports.

WHEREFORE, Plaintiff prays for judgment as follows:

1. On the First Cause of Action, compensatory damages for violation of Sections 50 and 51 of the Civil Rights Law in an amount to be determined at trial, but not less than \$10,000,000;

2. On the First Cause of Action, punitive damages for Defendants' knowing use of Plaintiff's name without his consent, in an amount not less than \$10,000,000;

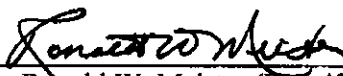
3. On the Second Cause of Action, damages in an amount to be determined at trial, but not less than \$10,000,000; and

4. Such other and further relief as to this Court seems just and proper, together with the costs and disbursements of this action, including a reasonable attorneys' fee.

Dated: New York, New York
December 13, 2007

Yours, etc.,

COWAN, LIEBOWITZ & LATMAN, P.C.

By: 
Ronald W. Meister (RM-4313)
1133 Avenue of the Americas
New York, New York 10036-6799
(212) 790-9255

Attorneys for Plaintiff

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and d/b/a AIG GLOBAL INVESTMENT GROUP and
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Defendants.

COMPLAINT

Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas, New York, N.Y. 10036-6799
(212) 790-9200
Attorneys for Plaintiff Lawrence S. Eagleburger

All communications should be referred to:
Ronald W. Meister