

# Jury rules against EODT in lawsuit

## ■ Case centers on incident in Afghanistan

By Josh Flory  
flory@knoxvillebiz.com  
865-342-6994

A federal jury on Monday ruled in favor of a Kuwaiti firm that had sued a Lenoir City defense contractor.

In 2010, MAKS Inc. General Trading and Contracting Co. filed suit in U.S. District Court against

EOD Technology, a firm based in Lenoir City that has done extensive work in conflict zones such as Afghanistan and Iraq.

In October, EODT announced a merger with a Virginia firm called Sterling International. While still based in Lenoir City, the company is now called Sterling Global Operations.

The lawsuit centered on actions that took place during October 2009. MAKS was working as a subcontractor for EODT, which had been hired to

provide relocatable buildings for the U.S. military's use at Bagram Air Field in Afghanistan. EODT had also agreed to provide security for MAKS in Afghanistan.

In its suit, MAKS alleged that EODT employees staged a military-style raid on a MAKS compound and stole dozens of building modules from the company.

EODT filed its own countersuit and argued that MAKS had failed to meet the terms of its contract and that EODT was

justified in terminating the subcontract and taking possession of the modules in question.

On Monday, the jury awarded nearly \$2 million to MAKS in connection with three breach-of-contract claims and \$1 million on a conversion claim. One breach-of-contract claim referred to items that were also referenced in the conversion claim, and EODT has taken the position that MAKS must choose between that \$975,000 breach-of-contract award and the \$1 million conver-

sion award. Joseph Hennessey, an attorney for MAKS, said the jury found EODT liable for both.

The jury rejected claims that EODT employees committed assault against two individuals. The jury rejected the breach-of-contract counterclaim filed by EODT against MAKS.

Hennessey said Monday that his clients were "grateful that the justice system was able to take an objective look at the facts

See EODT, 3B

and that the jury ... looked at all of the claims in detail and weighed the evidence and ... reached the just result based on the facts they heard."

In a prepared statement, EODT general counsel Erik Quist said the company was disappointed in the verdict because it maintains EODT did not breach its contract with MAKS. He went on to say that allegations separate from the contractual claims had

been dismissed.

"EODT has maintained all along that the allegations of assault and personal injury were meant only to harass and intimidate, and the jury agreed, finding no truth whatsoever in these allegations," he said.