

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA**

**WHITE MOUNTAIN, LLC.**

**Plaintiff,**

**V.**

**INTER-TRADE, LLC**

**Defendant.**

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**CIVIL ACTION NO:**

**SECTION**

**MAGISTRATE DIVISION**

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**COMPLAINT**

Plaintiff, White Mountain, LLC. (“WM”), by and through its undersigned counsel, sues Defendant, Inter-Trade, LLC (“Inter-Trade”), and in support thereof states as follows:

**THE PARTIES**

1. WM is a corporation organized and existing under the laws of the State of Louisiana, with its principal place of business in New Orleans, Louisiana.
2. Therefore, WM is a citizen of Louisiana.
3. Inter-Trade is a corporation organized and existing under the laws of the State of Missouri, with its principal place of business in St. Louis, Missouri, and is authorized to do and doing business in this judicial district.
4. Therefore, Inter-Trade is a citizen of Missouri.

**JURISDICTION AND VENUE**

5. Due to certain payments made to Inter-Trade by WM, plus WM's extensive loss of business, fees in penalties, and increased business costs, this is an action for damages in excess of the jurisdictional amount of seventy-five thousand dollars (\$75,000.00), exclusive of interest, reasonable attorneys' fees, and costs.
6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), and there is a complete diversity of citizenship between WM and Inter-Trade.
7. The venue of this action is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to WM's claims occurred in this judicial district.

**BACKGROUND FACTS**

8. WM incorporates by reference the allegations set forth in Paragraphs 1 through 7 of this Complaint, and realleges the same as though fully set forth herein.
9. The claims herein revolve around an agreement formed between WM and Inter-Trade.
10. On or about September 8, 2016, WM and Inter-Trade entered into a Sales Representative Agreement ("Agreement"), whereby WM was designated as Inter-Trade's exclusive distributor of Malaysian sugar that Inter-Trade was sourcing from a third party in Malaysia. A copy of the Agreement is attached hereto as Exhibit "A."
11. Andrew Raming executed the Agreement, on behalf of Inter-Trade, as CEO. *See* Ex. A.
12. Donna Buring executed the Agreement, on behalf on WM, as President. *See* Ex. A.
13. Per the Agreement, once WM's funds were paid to and received into Inter-Trade's account, Inter-Trade was to immediately transfer ownership of the Malaysian sugar to WM.
14. Pursuant to this Agreement and understanding, WM made certain payments to Inter-Trade for the purchase of sugar.

15. In an email from Inter-Trade to WM, dated February 11, 2016, Inter-Trade stated that the sugar “[would] ship early next week.” However, WM never received the sugar that it purchased from Inter-Trade.
16. To date, Inter-Trade has not supplied WM with the sugar, nor has Inter-Trade returned the payments made to it by WM.
17. On or about October 14, 2016, through its undersigned counsel, WM mailed, emailed, and faxed a letter to counsel of record for Inter-Trade, Grey Chatham, Jr., demanding payment from Inter-Trade.. Inter-Trade failed to remit any payment.
18. On or about January 12, 2017, through its undersigned counsel, WM mailed a letter to the owners of Inter-Trade, Andrew Raming and Stephanie Piper, demanding payment from Inter-Trade. Inter-Trade failed to remit any payment.
19. On or about January 12, 2017, through its undersigned counsel, WM also mailed a letter to counsel of record for Inter-Trade, Grey Chatham, Jr., demanding payment from Inter-Trade. Inter-Trade failed to remit any payment.
20. As a result of Inter-Trade’s failure to perform or refund payment to WM, WM has been damaged by losses in payments it made to Inter-Trade, plus loss of business, fees in penalties, and increased business costs.

**COUNT I – BREACH OF CONTRACT**

21. WM incorporates by reference the allegations set forth in Paragraphs 1 through 20 of this Complaint, and realleges the same as though fully set forth herein.
22. Based on the foregoing facts, Inter-Trade undertook an obligation to perform by entering into the Agreement with WM. *See* Ex. A.

23. Inter-Trade failed to perform the obligation of the Agreement by failing to deliver sugar to WM as its agent after it was purchased by WM.
24. As a result of Inter-Trade's failure to perform, WM has been damaged by losses in payments it made to Inter-Trade, plus extensive loss of business, fees in penalties, and increased business expenses.
25. Therefore, based on the foregoing, Inter-Trade shall be held liable for its breach of contract under Louisiana law.

**COUNT II – BREACH OF IMPLIED CONTRACT**

26. WM incorporates by reference the allegations set forth in Paragraphs 1 through 25 of this Complaint, and realleges the same as though fully set forth herein.
27. Based on the foregoing facts, Inter-Trade and WM agreed that once WM's funds were paid to and received into Inter-Trade's account, Inter-Trade was to immediately transfer ownership of the sugar to WM.
28. After WM made payments Inter-Trade, WM never received the shipment of sugar.
29. To date, WM has not received the sugar from Inter-Trade, nor has Inter-Trade returned the payments made to it by WM.
30. As a result of Inter-Trade's failure to perform, WM has been damaged by losses in payments it made to Inter-Trade, plus extensive loss of business, fees in penalties, and increased business expenses.
31. Therefore, based on the foregoing, Inter-Trade shall be held liable for its breach of implied contract under Louisiana law.

**COUNT III – CONVERSION**

32. WM incorporates by reference the allegations set forth in Paragraphs 1 through 31 of this Complaint, and realleges the same as though fully set forth herein.
33. Based on the foregoing facts, WM made certain payments to Inter-Trade for Malaysian sugar.
34. To date, WM has not received the sugar from Inter-Trade, nor has Inter-Trade returned the payments made to it by WM.
35. Accordingly, Inter-Trade has wrongfully exercised authority over and deprived WM possession of its funds, thereby using WM's funds for Inter-Trade's own means.
36. Therefore, based on the foregoing, Inter-Trade shall be held liable for conversion under Louisiana law.

**COUNT IV – UNJUST ENRICHMENT**

37. WM incorporates by reference the allegations set forth in Paragraphs 1 through 36 of this Complaint, and realleges the same as though fully set forth herein.
38. Based on the foregoing facts, WM made certain payments to Inter-Trade for Malaysian sugar.
39. To date, WM has not received the sugar from Inter-Trade, nor has Inter-Trade returned the payments made to it by WM.
40. As a result of Inter-Trade's failure to perform, WM has been damaged by losses in payments it made to Inter-Trade, plus extensive loss of business, fees in penalties, and increased business expenses.
41. Therefore, based on the foregoing, Inter-Trade shall be held liable for unjust enrichment under Louisiana law.

**COUNT V – SUIT ON OPEN ACCOUNT**

42. WM incorporates by reference the allegations set forth in Paragraphs 1 through 41 of this Complaint, and realleges the same as though fully set forth herein.
43. Inter-Trade maintained an open account with WM, whereby WM, as Inter-Trade's agent, could purchase sugar from Inter-Trade. *See Ex. A.*
44. Based on the foregoing facts, WM made payments to Inter-Trade for Malaysian sugar.
45. To date, WM has not received the sugar from Inter-Trade, nor has Inter-Trade returned the payments made to it by WM.
46. In accordance with pertinent Louisiana law relative to suits on open accounts, Inter-Trade was notified of balance due by written demand, which they received on numerous occasions.
47. To date, Inter-Trade has failed to make any payment on the open account.
48. Therefore, based on the foregoing, Inter-Trade shall be held liable for its open account under Louisiana law.

**COUNT VI – FRAUD**

49. WM incorporates by reference the allegations set forth in Paragraphs 1 through 48 of this Complaint, and realleges the same as though fully set forth herein.
50. Per the Agreement executed between WM and Inter-Trade, once WM's funds were paid to and received into Inter-Trade's account, Inter-Trade was to immediately transfer ownership sugar to WM.
51. Accordingly, WM made payments Inter-Trade for sugar.

52. In the email dated February 11, 2016, written by Andrew Raming, CEO and Founder of Inter-Trade, Mr. Raming stated that the sugar “[would] ship early next week. I was informed that it would go out Monday or Tuesday.”

53. In addition to Mr. Raming’s email dated February 11, 2016, Inter-Trade supplied WM what were purported to be shipping documents, showing Inter-Trade’s possession of Malaysian sugar.

54. However, WM never received the sugar that it purchased from Inter-Trade.

55. Based upon information and belief, Mr. Raming fabricated the statements in his email and the shipping documents with the intent to defraud WM of the payments it made to Inter-Trade for the sugar.

56. Accordingly, due to Inter-Trade’s failure to deliver the sugar or return money to WM, WM has been damaged by losses in payments it made to Inter-Trade, plus extensive loss of business, fees in penalties, and increased business expenses.

57. Therefore, based on the foregoing, Inter-Trade shall be held liable for fraud under Louisiana law.

#### **COUNT VII – MISREPRESENTATION**

58. WM incorporates by reference the allegations set forth in Paragraphs 1 through 57 of this Complaint, and realleges the same as though fully set forth herein.

59. Per the Agreement executed between WM and Inter-Trade, once WM’s funds were paid to and received into Inter-Trade’s account, Inter-Trade was to immediately transfer ownership sugar to WM. Accordingly, WM made payments Inter-Trade for sugar.

60. In the email dated February 11, 2016, written by Andrew Raming, CEO and Founder of Inter-Trade, Mr. Raming stated that the sugar “[would] ship early next week. I was informed that it would go out Monday or Tuesday.”

61. In addition to Mr. Raming’s email dated February 11, 2016, Inter-Trade supplied WM what were purported to be shipping documents, showing Inter-Trade’s possession of Malaysian sugar.

62. However, WM never received the sugar that it purchased from Inter-Trade.

63. Accordingly, Mr. Raming clearly misrepresented the statements in his email and the shipping documents presented to WM.

64. Accordingly, due to Inter-Trade’s failure to deliver the sugar or return money to WM, WM has been damaged by losses in payments it made to Inter-Trade, plus extensive loss of business, fees in penalties, and increased business expenses.

65. Therefore, based on the foregoing, Inter-Trade shall be held liable for misrepresentation under Louisiana law.

#### **COUNT VIII – DETRIMENTAL RELIANCE**

66. WM incorporates by reference the allegations set forth in Paragraphs 1 through 66 of this Complaint, and realleges the same as though fully set forth herein.

67. WM trusted the integrity of the statements in Mr. Raming’s February 11, 2016 email, as well as the shipping documents presented to WM by Inter-Trade.

68. As a result of WM’s reliance on these statements and documents, WM entered into contracts with other customers that it is now unable to fulfill, resulting in loss of business, fees in penalties, and increased business costs.

69. Accordingly, WM has suffered detrimental reliance due to Inter-Trade’s misrepresentation.

70. Therefore, based on the foregoing, Inter-Trade shall be held liable for detrimental reliance under Louisiana law.

**WHEREFORE**, WM prays that it have a general verdict and judgment against Inter-Trade for:

- (a) reimbursement of all payments made by WM to Inter-Trade and costs, expenses, and judicial interest resulting from Inter-Trade's breach of contract, breach of implied contract, conversion, unjust enrichment, open account, fraud, misrepresentation, and detrimental reliance;
- (b) reimbursement of WM's loss of business, fees in penalties, and increased business costs resulting from Inter-Trade's breach of contract, breach of implied contract, conversion, unjust enrichment, open account, fraud, misrepresentation, and detrimental reliance;
- (c) payment of reasonable attorneys' fees and court costs in prosecuting this Complaint;
- (d) any and all other relief that the finder of fact deems necessary both at law and in equity; and
- (e) costs as allowed by law.

Respectfully submitted,

***TOBLER LAW FIRM, LLC***

By: /s/ Chadwick A. Tobler

**CHADWICK A. TOBLER** (LSBA 34843)

1500 Sugar Bowl Drive, Suite A

Mercedes-Benz Superdome

New Orleans, Louisiana 70112

Telephone: (504) 408-1250

Email: chad@toblerlawfirm.com

***Attorney for Plaintiff,  
White Mountain, LLC.***

**CERTIFICATE OF SERVICE**

I hereby certify that on August 15, 2018, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent to counsel of record for all parties by operation of the Court's electronic filing system.

/s/ Chadwick A. Tobler