

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW MEXICO**

WORLD FUEL SERVICES, INC.,

Plaintiff,

v.

Civil Action No.: \_\_\_\_\_

NAMBE PUEBLO DEVELOPMENT  
CORPORATION,

Defendant.

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**PETITION TO COMPEL ARBITRATION PURSUANT  
TO SECTION 4 OF THE FEDERAL ARBITRATION ACT**

Petitioner, World Fuel Services, Inc. (“World Fuel”), by and through undersigned counsel, brings this Petition pursuant to Section 4 of the Federal Arbitration Act, 9 U.S.C. § 4 (the “Petition”), to compel Respondent Nambe Pueblo Development Corporation (“Nambe”) to arbitration for World Fuel’s contract claims, in accordance with the arbitration provision of the parties’ Motor Fuel Supply Agreement. World Fuel alleges as follows in support of its Petition:

**THE PARTIES**

1. Petitioner World Fuel is a corporation duly organized and existing under the laws of the State of Texas, duly qualified to conduct business in the State of New Mexico, with its principal place of business located in Miami-Dade County, Florida.
2. World Fuel and its affiliates are engaged in, among other things, the business of supplying petroleum fuel to distributors.
3. Upon information and belief, Respondent Nambe is a federally chartered corporation organized under the laws of the United States, pursuant to 25 U.S.C. § 477, with its principal place of business located in Santa Fe, New Mexico.

4. Upon information and belief, Nambe is engaged in the tourism and gasoline business, and operates the Nambe Falls Travel Center, where a gasoline station is operated.

**JURISDICTION AND VENUE**

5. This Court has jurisdiction over Petition pursuant to 28 U.S.C. § 1332(a)(1) because (a) the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and (b) World Fuel is a citizen of the States of Texas and Florida, and Nambe is a citizen of the State of New Mexico.

6. Venue is proper in the District of New Mexico pursuant to 28 U.S.C. § 1391(b)(1) because Nambe resides in New Mexico. Venue is also proper in the District of New Mexico because the events giving rise to the Petition occurred in New Mexico.

**FACTUAL ALLEGATIONS**

7. Nambe entered into a contractual relationship with World Fuel to purchase from World Fuel branded and unbranded fuels, including alternative or biofuels (“Motor Fuel”), pursuant to a Motor Fuel Supply Agreement, dated May 17, 2017 (the “Agreement”). *See Exhibit 1.* The term of the agreement is ten (10) years, from May 17, 2017, through May 16, 2027. *Id.*

8. The Agreement includes an arbitration provision, which states that “[i]f any dispute arises between the parties over or in accordance with this Agreement and the parties, after good faith efforts, are unable to resolve the dispute between themselves, either party may serve notice in writing to the other of such dispute and demand that it be resolved through binding arbitration.” *Id.* § 18(a).

9. The Agreement also includes a waiver of sovereign immunity provision, where Nambe “agrees to waive its immunity protection for the limited and sole purposes of compelling arbitration or enforcing any binding arbitration decision rendered pursuant to the terms and

conditions of this Agreement by any court having jurisdiction over the parties and the subject matter and for purposes of any such arbitration proceedings.” *Id.* § 18(b).

10. In addition, Nambe’s federal corporate charter contains a “sue and be sued” clause, which provides that Nambe “is expressly authorized and empowered . . . [t]o sue and be sued in its Corporate name in courts of competent jurisdiction within the United States.” *See* Nambe Federal Corporate Charter, § 3.01(b), attached as **Exhibit 2**.

11. In about May 2018, a dispute arose between World Fuel and Nambe regarding unpaid taxes owed by Nambe to World Fuel pursuant to the Agreement.

12. On July 27, 2018, World Fuel issued an invoice for the unpaid taxes owed under the Agreement, and Nambe has refused to pay World Fuel the amount owed.

13. On August 8, 2018, in accordance with section 18(a) of the Agreement, World Fuel gave Nambe formal notice of the dispute and demanded that the dispute be resolved through binding arbitration (the “Notice”). *See Exhibit 3*. Pursuant to section 18(a) of the Agreement, World Fuel’s Notice stated that World Fuel had selected an arbitrator to hear and decide the dispute, and requested that pursuant to the Agreement, Nambe select a second arbitrator within ten (10) days of the Notice. *Id.* To date, Nambe has not responded to World Fuel’s Notice.

**FIRST CLAIM**  
**(Order Compelling Arbitration Pursuant to 9 U.S.C. § 4)**

14. World Fuel incorporates by reference the allegations of Paragraphs 1 through 13 above as if fully stated herein.

15. The Agreement is valid and enforceable.

16. Nambe agreed to the terms of the Agreement, including the arbitration provision.

17. The dispute between World Fuel and Nambe is “over or in connection with [the] Agreement,” and therefore falls within the scope of the arbitration provision.

18. All conditions precedent to the maintenance of this Petition have been performed, have been waived, or have occurred.

19. Pursuant to Section 4 of the Federal Arbitration Act, this Court has authority to compel Nambe to arbitrate the dispute between the parties.

**WHEREFORE**, World Fuel respectfully requests that this Court issue an Order, Pursuant to Section 4 of the Federal Arbitration Act, compelling the arbitration of the dispute between the parties pursuant to the terms of the Agreement, together with any other relief the Court deems just and proper.

Dated: August 31, 2018

Respectfully Submitted,

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