

STATE OF MICHIGAN
IN THE DISTRICT COURT FOR THE 19TH JUDICIAL DISTRICT

Dabaja Hassan
Plaintiff,

Case No. 11-2712GC
Hon. Judge Wygonik

v.

CCW Training, Inc.
Ali Turfe
Kassam Baydoun
Defendant(s),
_____ /

Attorney for Defendant
Haytham Faraj (P72581)
835 Mason Street, Suite 150-A
Dearborn, MI 48124
(313) 457-1390

DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT,
AFFIRMATIVE DEFENSES AND COUNTERCLAIM

NOW COME DEFENDANTS, CCW Training, Inc., Ali Turfe and Kassam Baydoun, by and through their attorney, and for their answer to Plaintiff's Complaint state as follows:

1. In reply to Plaintiffs' paragraph #1, Defendant denies the allegation as untrue.
2. In reply to Plaintiffs' paragraph #2, Defendant denies the allegation as untrue.
3. In reply to Plaintiffs' paragraph #3, Defendant denies the allegation as untrue.
4. In reply to Plaintiffs' paragraph #4, Defendant denies the allegation as untrue.
5. In reply to Plaintiffs' paragraph #5, Defendant denies the allegation as untrue.
6. In reply to Plaintiffs' paragraph #6, Defendant denies the allegation as untrue.
7. In reply to Plaintiffs' paragraph #7, Defendant denies the allegation as untrue.
8. In reply to Plaintiffs' paragraph #8, Defendant denies the allegation as untrue.

Affirmative Defenses

Defendant submits the following affirmative defenses:

1. Lack of standing. Plaintiffs Hassan and Ferial Dabaja are not a party to the contract and therefore have no standing to sue.
2. Failure to mitigate. Plaintiff was informed by Defendant to remove the billboard. Plaintiff had a duty to mitigate damages by leasing the board to another party and failed to do so. Even if a contract is found to be valid Plaintiff's damages should be reduced by the value of the period when Plaintiff was notified by Defendant that Defendant would not pay for an unlit billboard.
3. Failure to state a claim
4. Failure of consideration
5. Accord and satisfaction
6. Failure of condition precedent
7. Unconscionability
8. Fraud
9. Illegality
10. Mutual mistake
11. Repudiation of contract
12. Rescission
13. Statute of limitations
14. Waiver
15. Setoff
16. Competency

17. Duress
18. Impossibility
19. Estoppel
20. Novation
21. Force majeure
22. Laches

WHEREFORE DEFENDANTS pray this Honorable Court deny the relief requested in Plaintiffs complaint.

COUNTER-CLAIM

1. counter-claim Defendants are adult residents of Dearborn, Wayne County, Michigan
2. Counter-claim Plaintiff #1, CCW Training Inc., is a Michigan corporation with its principal place of business in Wayne County, Michigan; Counter-claim Plaintiff #2, Mr. Ali Turfe is an individual residing in, Wayne County, Michigan; counter-claim Plaintiff #3, Mr. Kassem Baydoun is an individual residing Wayne County, Michigan.
3. In early May of 2010, counter-claimant Plaintiff Mr. Ali Turfe, [hereinafter “Turfe”] contacted counter-claim Defendant Mr. Hassan Dabaja [hereinafter “Dabaja”] to inquire about leasing a billboard he was advertising, located at 15309 W. Warren Ave. in Dearborn, MI.
4. Dabaja informed Turfe that he was leaving the country and referred Turfe to his son Mr. Maher Dabaja whom he claimed is in charge of leasing the advertising space.
5. On May 17, 2010, counter-claim Plaintiffs Turfe and Baydoun entered into a written agreement with **Mr. Maher Dabaja** to lease the billboard.

6. Counter-claim Plaintiffs and Defendant, Maher Dabaja, agreed to a term of 12 months at a rate of \$650 per month. Counter-claim Plaintiffs paid Counter-claim Defendant \$1300, \$650 as a down payment and \$650 for the first month's lease.
7. Defendant Maher Dabaja provided a written agreement which he personally endorsed.
8. Defendant Mr. Maher Dabaja, agreed to have the artwork for the billboard printed and installed no later than June 1, 2010.
9. Counter-claim Plaintiff Turfe informed Defendant Maher Dabaja that the lighting on the billboard was currently not working and that the intent of the billboard is to be viewed at night as well as during the day.
10. Defendant, Maher Dabaja, claimed that DTE was working on the lighting and that the lighting will be properly working by the time the billboard is up.
11. After June 1, 2010, Turfe drove by at night to see the final product when he noticed that the billboard lights were not operational.
12. Turfe informed Defendant Maher Dabaja of the problem with the lights. Defendant Maher Dabaja indicated that he is aware of the problem and that it would be repaired in a few days.
13. A few days later counter-claim Plaintiffs contacted Mr. Maher Dabaja for an update. Mr. Maher Dabaja informed them that the costs of repairs were too expensive, and that he would take the matter up with his father, Mr. Hassan Dabaja.
14. Counter-claim Plaintiffs then contacted Mr. Hassan Dabaja, and informed him of the problem of the lack of lighting on the billboard. Hassan Dabaja responded that his son Mr. Maher Dabaja should not have promised to fix the lighting and that counter-claim plaintiffs would have to pay for repairs if they wanted them fixed.

15. Counter-claim Plaintiffs then immediately asked Maher Dabaja to take down the billboard and refund the deposit paid
16. Counter-claim defendants Maher Dabaja and Hassan Dabaja rejected the request, and demanded counter-claim plaintiffs Turfe and Baydoun continue paying the \$650 rent per month.
17. Hassan Dabaja stated that the billboard will remain up for twelve months at which time he will sue unless payment is made.
18. Counter-claim plaintiffs Turfe and Baydoun made repeated requests to Maher and Hassan Dabaja to have the billboard taken down because their agreement was based on the understanding the billboard would be lit during the hours of darkness.

Count I

Breach of Contract

19. Counter-claim plaintiffs re-allege and reincorporate by reference paragraphs 1-18.
20. May 17, 2010, counter-claim plaintiffs Ali Turfe and Kassam Baydoun entered into a contract with counterclaim defendant Maher Dabaja to provide a billboard that will advertise counter-claim Plaintiffs CCW training business. The contract listed Hassan and Ferial Dabaja as the contracting parties.
21. Counter-claim plaintiffs fully performed their obligations under the contract by paying \$1300 as the first month's payment and deposit.
22. Counter-claim defendants breached the contract by failing to provide lighting for the billboard.
23. Counter-claim plaintiffs suffered damages in the amount \$1300.

WHEREFORE counter-claimants pray for judgment in their favor and against counter-claim Defendants Maher Dabaja, Hassan Dabaja and Ferial Dabaja, jointly and severally in the amount of \$1300 as well as costs, interest and attorney's fees.

Respectfully Submitted

For CCW Training Inc.,
Ali Turfe,
Kassam Baydoun

Dated: September 13, 2011

By:

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claimants
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