

STATE OF NORTH CAROLINA

FILED IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
COURT FILE NO. [REDACTED]

2013 AUG -7 A 10:20

[REDACTED]
Plaintiff,

v.

[REDACTED]
Defendant,

REPLY AND COUNTERCLAIM
TO REPLY AND RESPONSE
TO MOTION FOR A TEMPORARY
CUSTODY ORDER

[REDACTED]
Counter Plaintiff

v.

[REDACTED]
Counter Defendants,

MARRIGE FRAUD, CHILD
ABDUCTION AND BLACKMAILING

ANSWER

The Defendant replies and responses to the Plaintiff's Responses to Affirmative Defenses as follows:

1. The allegations contained in the ESTOPPEL are denied.
2. The allegations contained in the QUASI-ESTOPPEL are denied except for the last sentence, it is admitted. The Plaintiff, according to the Islamic Marriage¹ contract² both parties agreed to live

¹ CONSENSUAL MARRIAGE. Marriage resting simply on consent per verba de presenti, between competent parties. Such marriage is valid. Fisher v. Fisher, 250 N.Y. 313, 165 N.E. 460, 461, 61 A. L.R. 1523.

² CONTRACT. A promissory agreement between two or more persons that creates, modifies, or destroys a legal relation. Buffalo Pressed Steel Co. v. Kirwan, 138 Md. 60, 113 A. 628, 630; Mexican Petroleum Corporation of Louisiana v. North German Lloyd, D.C.La., 17 F.2d 113, 114. An agreement, upon sufficient consideration, to do or not to do a particular thing. 2 Bl.Comm. 442; 2 Kent, Comm. 449. Justice v. Lang, 42 N.Y. 496, 1 Am.Rep. 576; Rabon v. State Finance Corporation, 203 S.C. 183, 26 S.E.2d 501, 502. An agreement between two or more parties, preliminary step in making a contract, which is made by one and acceptance by other, in which minds of parties meet and concur in understanding of terms. Lee v. Byrnes, Inc., 50 Conn. 173, 173 S.C. 185, 175 S.E. 429. A deliberate engagement between competent parties, upon a legal consideration, to do or abstain from doing, some act. Wharton; Smith v. Thornhill, Tex. Com.App. 25 S.W.2d 597, 599. It is agreement creating obligation in which there must be competent parties, subject-matter, legal consideration, mutuality of agreement, and mutuality of obligation, and agreement must not be so vague or uncertain that terms are not ascertainable. H. Liebes & Co. v. Klengenborg, 23 F.2d 611, 612. A contract or agreement is either where a promise is made on one side and assented to on the other, or where two or more persons enter into engagement with each other by a promise on either side. 2 Steph.Comm. 54. The writing which contains the agreement of parties, with the terms and conditions, and which serves as a proof of the obligation.

by, was obligated to leave the marital home upon her expressed explicit desire for divorce. The Plaintiff was trespassing from the moment she declared and announced her wish for divorce and was required to give back the Dowry to the Defendant and it was in the form of Gold set (from defendant's parents from overseas, consisting of necklace, bracelet, ring and earrings). Despite the Plaintiff's refusal to perform her wifely and motherly duties and obligations since the early days of the marriage, she also refused to leave the marital home in accordance with the marriage contract.

The Defendant responses to the allegations for motion for temporary custody order

1. The allegations of paragraph 1 that the Plaintiff instituted this action on April 24, 2013 are admitted; all other allegations are denied of this paragraph.
2. The allegations of paragraph 2 are admitted.
3. The allegations of paragraph 3 are denied.
4. The allegations of paragraph 4 are denied.
5. The allegations of paragraph 5 are denied.
6. The allegations of paragraph 6 are denied.
7. The allegations of paragraph 7 are denied.
8. The allegations of Sub-paragraph 8a are denied. The allegations of Sub-paragraph 8b are admitted. The allegations of Sub-paragraph 8c are admitted. The allegations of Sub-paragraph 8d are denied. The allegations of Sub-paragraph 8e are denied. It is admitted that there had been arguing and conflicts between the parties, but it is all due to the Plaintiff's refusal to honor and respect the contract, agreements, covenant³, promises and responsibilities. It is also due to Plaintiff instigating, plotting and staging the arguments intentionally in front of the children.
9. The allegations in paragraph 9 are admitted.
10. The allegations in paragraph 10 are denied. Electronic evidence is available at request.
11. The allegations in paragraph 11 are denied.
12. The allegations in paragraph 12 are admitted.
13. The allegations in paragraph 13 are denied.
14. The allegations in paragraph 14 are denied.
15. The allegations in paragraph 15 regarding the first sentence of the allegations in paragraph 28 of the complaint are denied; the second sentence is admitted.

COUNTERCLAIM: FIRST CLAIM FOR RELIEF

³ Mutual covenants. A mutual covenant is one where either party may recover damages from the other for the injury he may have received from a breach of the covenants in his favor. *Bailey v. White*, 3 Ala. 330.

Trespass⁴ and Violence⁵ Assaults
Counter defendant: [REDACTED]

The counter plaintiff alleges and asserts that counter defendant has violated the marriage contract and covenant in her refusal to abide by its conditions at the time she decided to end the marriage. The counter defendant admitted in writing in her love letters to her ex-boyfriend, April 2011, that the counter plaintiff "He has not done anything wrong to me in 7 1/2 years" Exhibit A. Furthermore, the counter defendant was agitated and angry upon discovery that the parties were not married under the jurisdiction of the State. Such discovery had led her to instigate, plot, plan and initiate situations of arguments and violence so she can gain grounds to support her fictitious claims, and it was as follows:

1. The counter defendant increased her negligence for the minor children to create a situation of tension in the house since her negligence and complacency were the core reason for disputes between the parties since the early days of the children and the marital relation.
2. On March 25, 2013, the counter defendant wrote to her attorney, [REDACTED], asking her *"I am concerned though, how we are going to proceed with getting him to move out. He is not going to be happy obviously when he hears that I am seeking court order for him to move out."* Exhibit B.
3. The counter defendant intentionally was causing disturbances and making loud noises in the house for the sake of interrupting the counter plaintiff's rest from work or for work. Electronic Exhibit available upon request.
4. The counter plaintiff was physically assaulted on many occasions by the counter defendant hoping that he would assault her back to create a domestic violence and physical abuse situation.

⁴ TRESPASS. Doing of unlawful act or of lawful act in unlawful manner to injury of another's person or property. *Waco Cotton Oil Mill of Waco v. Walker*, Tex.Civ.App., 103 S.W.2d 1071, 1072. An unlawful act committed with violence, actual or implied, causing injury to the person, property, or relative rights of another; an injury or misfeasance to the person, property, or rights of another, done with force and violence, either actual or implied in law. *Grunson v. State*, 89 Ind. 536, 46 Am.Rep. 178; *Southern Ry. Co. v. Harden*, 101 Ga. 263, 28 S.E. 847; *Brown v. Walker*, 188 N.C. 52, 123 S.E. 633, 636. It comprehends not only forcible wrongs, but also acts the consequences of which make them tortious. *Mawson v. Vess Beverage Co.*, Mo.App., 173 S.W.2d 606, 612, 613, 614. Trespass, in its most comprehensive sense, signifies any transgression or offense against the law of nature, of society, or of the country in which we live; and this, whether it relates to a man's person or to his property. In its more limited and ordinary sense, it signifies an injury committed with violence, and this violence may be either actual or implied; and the law will imply violence though none is actually used, when the injury is of a direct and immediate kind, and committed on the person or tangible and corporeal property of the plaintiff. Of actual violence, an assault and battery is an instance; of implied, a peaceable but wrongful entry upon a person's land. In practice a form of action, at the common law, which lies for redress in the shape of money damages for any unlawful injury done to the plaintiff, in respect either to his person, property, or rights, by the immediate force and violence of the defendant.

⁵ VIOLENCE. Unjust or unwarranted exercise of force, usually with the accompaniment of vehemence, outrage or fury. *People v. McIlvain*, 55 Cal. App.2d 322, 130 P.2d 131, 134. Force, physical force, force unlawfully exercised, the abuse of force, that force which is employed against common right, against the laws, and against public liberty. *Merl. Repert; Anderson-Berney Bldg. Co. v. Lowry*, Tex.Civ.App., 143 S.W.2d 401, 403. "Violence" in labor disputes is not limited to physical contact or injury, but may include picketing conducted with misleading signs, false statements, publicity, and veiled threats by words and acts. *Esco Operating Corporation v. Kaplan*, 258 N.Y.S. 303, 144 Misc. 646.

- The counter plaintiff's virtues, cultural background and for the sake of the children restrained him from responding back or contacting the authorities. Electronic Exhibit available upon request.
5. The counter defendant would enter the master bedroom violently on the counter plaintiff during his early hours of sleep to disturb and instigate a violent situation.
 6. The counter plaintiff was involved in a Locomotive derailment at work due to physical, emotional and mental stress caused by the counter defendant's continuous harassment and abusive behaviors.
 7. The counter defendant, on many occasions, would intentionally call the counter plaintiff on his way to work to argue so she can distract him from performing his professional duties in a safe manner. Counter plaintiff begged her many times not to call him on his way to work to argue for the sake of his safety, the safety of the coworkers and the safety of the public, but she would not respect that.
 8. Despite the cruel and neglectful behavior of the counter defendant towards the counter plaintiff and the minor children, the counter plaintiff extended his willingness to furnish, help and support her financially and with school and home work until she obtain a degree and find a job so she does not become homeless as she was once before. Becoming homeless is a fear has been haunting her for a long time.
 9. Counter defendant denied her knowledge concerning the allegations in her complaint filed to the court on April 24, 2013 sub-paragraph 6ai and her excuse was her attorney must have added it. On May 2, 2013 the counter plaintiff asked the counter defendant if he has ever physically abused her or laid a hand on her since they married, her answer was "*NEVER*". Electronic Exhibit available upon request.
 10. The counter defendant, disrespectfully, out of spite and to instigate arguments, began to dress in a way contrary and in contradiction to her long claimed belief regarding dress codes. The parties' initial and mutual agreement, covenant and promises are to adhere to the Islamic way of life in everything. Exhibits C,J&K.
 11. Counter defendant staged and filed fictitious Domestic Violence and Temporary Child Custody application claim in court on June 6, 2013 after she was informed by her attorney, [REDACTED], that the parties are not married under the jurisdiction of the State and she does not have a valid claim for Divorce B&B, Equitable Distribution, Post Separation Support and Alimony. The false allegations were the only path for the counter defendant to retain the parties' house, furniture, and cars and collect child support. Electronic Exhibit available upon request.

COUNTERCLAIM: SECOND CLAIM FOR RELIEF

Child Custody

Counter defendant: [REDACTED]

1. The counter defendant does not possess the emotional, intellectual, spiritual, social, educational and mental faculty, skills and art to assist, maintain, help and support the growth and development of the minor children.
2. The counter defendant does not have the basic motherly instinct on how-to entertain and fulfill the day-to-day need of the minor children due to her rough childhood upbringing.
3. The counter defendant grew up in a motherless and sexually abusive household.
4. The counter defendant's conscious, on many occasions, made her pause and say "I hope I am not like my mother" and "I am afraid I am like my mother" because she saw herself behaving in same neglectful, selfish and cold heart towards these children and the family exactly like her mother and she has expressed this fear to others. During the last year, she confessed to friends and family members "I know I am complacent, neglectful and took him (counter plaintiff) and the children for granted".
5. Counter defendant wants to retain the children so she can utilize them in collecting benefits in the form of court ordered child support and through government assistance programs. She used the minor children to obtain \$668/month in food stamps. It was her premeditated intent to use the benefits to collect cash. She was reported to social services about her fraudulent activities.
6. The counter defendant is willing to leave the minor children with strangers. On march 9, 2013, she had a plan to take the children to Ashley's, her friend, house and leave them with Ashley's boyfriend, Keith, in [REDACTED] to be able to go and buy items for Ashley on food stamps and sells them to her 50 cents on the dollar. Counter plaintiff was wondering and asking her why is she taking the kids with her since he was home and she hates taking the children to places.
7. The counter defendant was receiving around \$2000 financial aid per semester, \$100 day care per week, working part time for cash and while the counter plaintiff was paying for rent, utilities, gas and everything, yet she was still selling foot stamps for cash. The minor children hardly had any healthy meals bought to them by the counter defendant. Most of their meals were bought, prepared and served by the counter plaintiff. The counter defendant used the food stamps to buy herself healthy quality food since she was working out to lose weight, buying junk food and snacks for the children and using the cash to buy picture frames, fashion clothing, shoes, make up and accessories.
8. The counter plaintiff, early 2008, quit his high paying job driving trucks over the road and replaced it with a lower paying job to be local to tend to and fulfill the needs of the minor children due to her failure to meet her motherly duties and obligations.

9. Counter defendant has been a neglectful and a complacent mother prior to attending full time school and working full time job. Now, the situation has worsened since September 2012 when she enrolled in school and goes to work.
10. The counter defendant works long hours, 7am-7pm, 5-6 days/week, and she does not have any time to spare or give to the minor children when she returns home. For example, on July 3, 2013, the counter plaintiff took the minor children to the beach and bought shark tooth necklaces for them from a gift shop. When they returned home, the counter plaintiff was talking to the counter defendant in her room while she was on her bed getting ready to sleep. The second child of the parties, ██████████, entered the dark room very happy and excited to show his mother his shark tooth necklace. He was talking to her full of joy and he wanted to turn the light on so she can see it and share the joy and excitement with him, but to his disappointment, she refused to let him turn the light on or even see it and she told him "I don't want to see it now, I will see it tomorrow". That incident was after two long days the children did not see her and she did not see them. There are many example of this. Electronic Exhibit available upon request.
11. Counter defendant attachment to the minor children is absolutely and purely financial. She used them for her own conveniences as hostages to guarantee the counter plaintiff's total and loyal submission and servitude since the minor children are the only valuable assets for the counter plaintiff's life.
12. The oldest child's, ██████████ 8, teacher asked the counter defendant to hold a PTC and to inform the counter plaintiff to be there. As always, at the last minute, the counter defendant informed the counter plaintiff 45 minutes before the meeting. The meeting was to discuss that the child does not follow directions in the class and he gets distracted easy. The teacher's program was to give the child a slip of paper indicating the number of times the child followed directions and did not follow directions throughout the day during different segments. The child is supposed to bring the slip home and hand it to the parent to establish communication between the house and the school and to show the student that he is being monitored. This program was initiated to last until the next PTC to discuss its success or failure. After about a week or so, the counter defendant chose to send a small note with the child to his teacher informing her to stop sending the slips to the house and keep them in school. The counter plaintiff had no prior knowledge of her request until the teacher requested an unscheduled PTC due to the sending of the note. The counter defendant had proved the counter plaintiff's point that she had never been interested in the prosperity, success and development of the parties' minor children.
13. The counter defendant neglect reached that she does not mind or is not concerned about the minor children's comfort. In fact, in retaliation to the counter plaintiff and despite minor children

complaining of the cold, she repeatedly sent the minor children to school with very thin and inappropriate clothing during severely low temperature weather, as low as 34 Fahrenheit. The counter plaintiff was asking the counter defendant every day if she clothed the children properly or not. He, on many occasion, had to go to school to take to the minor children extra clothing. Electronic Exhibit available upon request.

14. The counter defendant has been trying to hide and conceal information regarding the minor children from the counter plaintiff (i.e. school information, school activities, children health, trouble, etc.) for the sake of isolating and distancing the counter plaintiff from the children. Electronic Exhibit available upon request.

15. Counter defendant's mother is a big motivating force behind the breakup of the family and she is very much interested in having control and power over the children. Her mother expressed her deep and outrageous hatred towards Islam and Muslims on numerous occasions. 2006, was an occasion where she loudly and angrily called the counter plaintiff a "Terrorist" in his own home. The counter defendant and her mother's friend, Marsha, should be able to testify to that. Exhibit D&E.

FIRST AFFIRMATIVE DEFENSE
Child Abduction⁶ and Blackmailing⁷

Counter defendants

[REDACTED]
Co-counter defendant
[REDACTED]

1. On July 11, 2013, the counter defendant called Willington police to try to stop the father and children from taking a two days trip, which she was invited to, to visit family members in Raleigh. This trip was initiated by the kids' desire to spend some time with their cousins.

⁶ ABDUCTION. In criminal law. The offense of taking away a wife, child, or ward, by fraud and persuasion, or open violence. 3 Bl.Comm. 139-141; State v. Chisenhall, 106 N.C. 676, 11 S.E. 518 (female under 14) ; State v. Hopper, 186 N.C. 405, 119 S.E. 769, 772 (wife). To take away surreptitiously by force in kidnapping. Doss v. State, 220 Ala. 30, 123 So. 231, 232, 68 A.L.R. 712. By statute in some states, abduction includes the withdrawal of a husband from his wife, as where another woman alienates his affection and entices him away and causes him to abandon his wife. Humphrey v. Pope, 122 Cal. 253, 54 P. 847.

⁷ BLACKMAIL. The extortion of money by threats or overtures towards criminal prosecution or the destruction of a man's reputation or social standing. In common parlance, the term is equivalent to and synonymous with, "extortion,"—the exaction of money, either for the performance of a duty, the prevention of an injury, or the exercise of an influence. It supposes the service to be unlawful, and the payment involuntary. Not infrequently it is extorted by threats, or by operating upon the fears or the credulity, or by promises to conceal, or offers to expose, the weaknesses, the follies, or the crimes of the victim. Mitchell v. Sharon, C.C.Cal., 51 F. 424; In re Mills, 104 Wash. 278, 176 P. 556, 562. "Blackmail" has a broader meaning than the New York statutory crime of blackmail, and denotes extortion in any mode by means of intimidation, as the extortion of money by threats of accusation or exposure, or of unfavorable criticism in the press. Guenther v. Ridgway Co., 156 N.Y.S. 534, 535, 170 App. Div. 725.

2. The counter plaintiff had to delay the trip to the next day to comfort and assure the minor children that everything will be fine.
3. The counter plaintiff and the minor children took off to Raleigh without the counter defendant since she rejected the invitation from the hosts in Raleigh.
4. When the counter plaintiff returned to Wilmington with the children, they had to swap cars and give the children to the counter defendant at the counter plaintiff's place of work in [REDACTED] at 03:15pm.
5. July 14, 2013, as the daily habit of the counter plaintiff which is to stop his work and call the children before they go to sleep, the counter defendant informed him that the children were not home and they will not return home at all and she removed all her belongings from the family's house. She also said they are staying at her boss's house.
6. Counter defendant, on July 14, 2013, explained to the counter plaintiff the reason for her abduction of the minor children was to retaliate against the counter plaintiff for taking the children to Raleigh. The counter plaintiff explained to her that she was invited to come along and she rejected the invitation and she knew the exact place and address where the children were. In addition, the counter plaintiff did not deprive the counter defendant and the children from seeing or talking to each other as they spoke to each other several times throughout the short trip. Electronic Exhibit available upon request.
7. The next day, the counter plaintiff received a text message at 8:48am from the counter defendant stating "You can talk to them but the reception is bad here. We'll call u when we go out" which deemed to be false. After many failed attempts to get in touch with her by phone calls, I received a voicemail from the counter defendant saying "Asalamualaikum. I just want to let you know that I'm going to stay where I'm at and the kids, and if you want to see them you can call attorney [REDACTED] and we'll let you do that." Exhibit F and Electronic Exhibit is available upon request.
8. The counter defendant was holding my children Hostage⁸ and Blackmailing me with the assistance of the co-counter defendant, [REDACTED], by not letting me see or talk to my children unless I agree to their Ransom⁹ and to fulfill her requests of child custody.
9. The counter defendant's core objective of obtaining child custody is for her financial gains by means of child support. This motive became more apparent and essential to her after she lost the benefits for fraudulently selling food stamps for cash.

⁸ HOSTAGE. A person who is given into the possession of the enemy, in a public war, his freedom (or life) to stand as security for the performance of some contract or promise made by the belligerent power giving the hostage with the other.

⁹ RANSOM. The money, price, or consideration paid or demanded for redemption of a captured person or persons, a payment that releases from captivity. Acts 1933, c. 16063. Keith v. State, 120 Fla. 847, 163 So. 136.

10. Counter defendant never cared about the minor children's emotions, needs and wellbeing during the most difficult and stressful stage in the minor children's life. The counter defendant decided to abduct the children without consideration of their feelings and needs to their home, beds, toys, friends, neighbors, faith, school, teachers and community. She, spitefully, deprived the minor children and their father from each other and happiness to live on the run from place to place without the sense of stability and unity of the children sharing homes and meals with strangers.
11. On March 19, 2013, the counter plaintiff received a separation agreement via email prepared by her first attorney, [REDACTED]. Paragraph 20 in the agreement I received stated "Wife shall not obstruct the Husband from being able to travel with the minor children nationally or internationally provided that the travel...." The counter defendant offered to the counter plaintiff a deal where, as stated above, the counter plaintiff would be able to take the children internationally without obstruction by her as long as the counter plaintiff is submissive to her manipulative ways of financial greed. Exhibit G&E.

SECOND AFFIRMATIVE DEFENSE
Marriage Fraud¹⁰ and Breach of Contract¹¹

¹⁰FRAUD. An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right; a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. *Brainerd Dispatch Newspaper Co. v. Crow Wing County*, 196 Minn. 194, 264 N.W. 779, 780. Any kind of artifice employed by one person to deceive another. *Goldstein v. Equitable Life Assur. Soc. of U. S.*, 160 Misc. 364, 289 N.Y.S. 1064, 1067. A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. *Johnson v. McDonald*, 170 Okl. 117, 39 P.2d 150. "Bad faith" and "fraud" are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc. *Joiner v. Joiner*, Tex.Civ.App., 87 S.W. 2d 903, 914, 915. It consists of some deceitful practice or willful device, resorted to with intent to deprive another of his right, or some manner to do him an injury. As distinguished from negligence, it is always positive, intentional. *Maher v. Hibernia Ins. Co.*, 67 N.Y. 292; *Alexander v. Church*, 53 Conn. 561, 4 A. 103; *Studer v. Bleistein*, 115 N.Y. 316, 22 N.E. 243, 7 L.R.A. 702; *McNair v. Southern States Finance Co.*, 191 N.C. 710, 133 S.E. 85, 88. It comprises all acts, omissions, and concealments involving a breach of a legal or equitable duty and resulting in damage to another. *Coppo v. Coppo*, 163 Misc. 249, 297 N.Y.S. 744, 750. And includes anything calculated to deceive, whether it be a single act or combination of circumstances, whether the suppression of truth or the suggestion of what is false, whether it be by direct falsehood or by innuendo, by speech or by silence, by word of mouth, or by look or gesture. *People v. Gilmore*, 345 Ill. 28, 177 N.E. 710, 717. Fraud, as applied to contracts, is the cause of an error bearing on a material part of the contract, created or continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience or loss to the other. Civil Code La. art. 1847. *Strauss v. Insurance Co. of North America*, 157 La. 661, 102 So. 861, 865; *Jesse French Piano & Organ Co. v. Gibbon*, Tex.Civ.App., 180 S. W. 1185, 1187. Fraud, in the sense of a court of equity, properly includes all acts, omissions, and concealments which involve a breach of legal or equitable duty, trust, or confidence justly reposed, and are injurious to another, or by which an undue and unconscientiously advantage is taken of another. 1 Story, Eq.Jur. § 187; *Howard v. West Jersey & S. S. R. Co.*, 102 N.J.Eq. 517, 141 A. 755, 757. Fraud is either actual or constructive. Actual fraud consists in deceit, artifice, trick, design, some direct and active operation of the mind; it includes cases of the intentional and successful employment of any cunning, deception, or artifice used to circumvent or cheat another; it is something said, done, or omitted by a person with the design of perpetrating what he knows to be a cheat or deception.

¹¹ BREACH OF CONTRACT. Failure, without legal excuse, to perform any promise which forms the whole or part of a contract. *Friedman v. Katzner*, 139 Md. 195, 114 A. 884, 886. Prevention or hindrance by party to contract of any occurrence or performance requisite under the contract for the creation or continuance of a right in favor of the other party or the discharge of a duty by him. *Sharp v. Williams*, 141 Fla. 1, 192 So. 476, 480. Unequivocal, distinct and absolute refusal to perform agreement. *R. T. Clark & Co. v. Miller*, 154 Miss. 233, 122 So. 475, 481. Violation of obligation. *Russell v*

Counter defendant:

The counter plaintiff complains of the counter defendant, [REDACTED], for fraudulent, manipulative and deceptive intentions and misrepresentations to get into the marriage with the counter plaintiff solely for the sake of financial gains and conveniences. Counter defendant had the opportunity to marry men of other cultures and backgrounds (i.e. Moroccan or American), but she expressed her interest in the counter plaintiff due to his Palestinian origins and cultural background. Muslim men with similar origin and culture are obligated to support and provide their families financially so that women are not required to work to earn their living. The counter plaintiff presents his claim as follows:

1. The counter plaintiff used to live in Michigan when he took a trip to Raleigh, North Carolina to visit his sister, which was in June 2003.
2. He met the counter defendant at his sister's house and exchanged some talks about her recently adopted religion and new way of life.
3. After five days of talking and exchanging thoughts and ideas, the counter plaintiff proposed to the counter defendant and left his phone number with her to have more communication and respond to his proposal after his departure back to Michigan.
4. When the parties met, the counter defendant claimed she just quit using illegal substances just the day prior to their first meeting. Counter defendant confessed to using illegal substances since the age of 14, that is about 12 years of substance abuse.
5. When the parties met, the counter defendant was having financial difficulties causing her to not be able to support herself or provide for a stable place to live. Exhibit E.
6. Counter defendant had no shoulder to lean on for any kind of support, even though, her immediate family is local. Counter defendant was in a very unstable situation where she was jumping from one place to another seeking shelter. Her situation reached the extremity of living in a vacant house without utilities, burning books in the fireplace for warmth until she moved to a friend's house, then consequently to the counter plaintiff's sister's house, free of charge.
7. Counter defendant was in a dire financial situation so out of sympathy the counter plaintiff's sister collected donations for her.
8. The counter defendant contacted the counter plaintiff and expressed her acceptance of the proposal and they both began the arrangements for the big day. The big day was set to take place in Raleigh, North Carolina on July 18, 2003.

9. The counter defendant was supposed to make some calls to inquire about the procedure concerning the Islamic marriage with the Islamic Center of Raleigh, North Carolina, but she was told a State's Application, License and Certificate of Marriage has to be obtained first.
10. On July 18, 2003, the parties made a trip to the North Carolina Deed's office in downtown Raleigh to fill out and obtain the application. The parties were scheduled to consummate the marriage at the Islamic Center of Raleigh at 8pm on the same day.
11. Counter defendant's mother worked fiercely to convince counter defendant and two of her friends, Daniel and Tracy, to abandon their newly adopted religion, but to her dismay she failed. Exhibit D.
12. When counter defendant's mother found out that the counter defendant is getting married according to the Islamic faith to a Muslim man, she asked her to bring him to a public park the same day of the marriage ceremony at 5pm so they can meet and get to know one another before the marriage at the Islamic Center. Unfortunately, that was a setup by the counter defendant's mother and her fourth ex-husband with Homeland Security.
13. The counter defendant's mother claimed that this Muslim man is coming to Raleigh, North Carolina from Michigan and he is up to something.
14. The counter plaintiff was apprehended by Homeland Security and spent eleven months, from July 18, 2003 until June 14, 2004, detained in their custody. While the counter plaintiff was in the custody of Homeland Security, the counter defendant requested a power of attorney from the counter plaintiff, but he was not able to obtain one. He also informed counter defendant to disregard the State's application and work only on the Islamic marriage. The counter plaintiff had no knowledge that the counter defendant had plans to proceed with both anyways, the State and the Islamic marriages on September 10, 2003.
15. The counter plaintiff was detained in the custody of Homeland Security when the counter defendant drove from Raleigh to the Islamic Center of Charlotte to consummate and sign the religious marriage contract.
16. In one of the counter defendant's love letters to the counter plaintiff while he was detained, she wrote the following "I kind of wish we could go to Egypt. It would be so fun and exciting to go out of this country. I'm starting to hate life here. It is not really a free country..." that was based on agreement and planning between both parties that when the right time comes, the parties will relocate internationally. Exhibit E&I
17. Counter plaintiff alleges that he absolutely did not gain anything out of this marriage.
18. For ten years, the counter plaintiff had fulfilled his duties, obligations and responsibilities down to every moment without a single day of rest or vacation.

19. For the most part of the ten years of marriage, the counter defendant, deprived and withheld from the counter plaintiff intimacy, sex, fidelity, affection, loyalty, honesty, support, companionship, friendship, compassion, etc. without fault on the part of the counter plaintiff. In fact, she was playing the Hormone game all the time as a reason she cannot have sex.
20. Since the birth of all the children, the counter defendant did not, for once, show interest or enthusiasm in providing her children with any motherly duties, obligations and responsibilities and everything she provided was considered a favor she bestowed on them.
21. Counter plaintiff begged, pleaded and prayed for the counter defendant to show interest in the happiness and prosperity of the family, as it should be her greatest priority, but to no avail. The counter defendant explicitly confessed, 2011, to her disability to change and improve. Electronic Exhibit available upon request
22. Early 2011, the counter plaintiff tried to persuade the counter defendant to contact a family counseling specialist in hope of bettering and maintaining the unity of the family for the sake of the children, but she abstained and rejected the opportunity for help.
23. The counter defendant is not a participant in the developmental, educational, social, spiritual, intellectual and emotional aspects or necessities of the entire family.
24. The counter defendant used the children as hostages to her own interest to gain financial flow at her disposal without qualifications or efforts on her part.
25. Counter defendant had the absolute power and the final say in all financial and social aspects for nine years.
26. Counter defendant showed aggression and hostility to any attempt to limit her access to finances and used the children as a threat and collateral to the unity of the family.
27. The only occasion in nine years the counter defendant displayed her beauty, by being neatly dressed and groomed, and brightness, was the period of two to three days of anticipation of the direct deposit of the counter plaintiff's wages being entered into the bank. Other than that, the counter defendant displayed her complete and utter disregard of her appearance and of the counter plaintiff's feelings. Exhibit L
28. Counter plaintiff was bringing home on a weekly basis around \$650-900 where rent was \$725 a month, plus utilities. He was spending around \$50 a week and that included cigarettes, food, coffee and drinks. There were only the counter defendant and a toddler living in the house at the time, yet there was no money left for the family before the next check.
29. Counter defendant had managed to disregard, by ways of stubbornness, deception and lies, the rights of everybody in the family for almost ten years and instead she used and utilized every member to her own satisfaction and conveniences.

30. Counter defendant had committed treason, disloyalty and betrayal to her family by her reconnection and promises to her ex-boyfriend, who she broke up with many years before for being abusive and an alcoholic. Counter defendant concealed her plans, plots and intentions to use counter plaintiff to her service and advantage until she finishes her GED and college certificate/degree and then will move counter plaintiff out and move her ex-boyfriend in.
Exhibit A&H.
31. Counter plaintiff works hard and physical labor for the railroad on the ground and walks on rocks all shift long and in all weather conditions while the counter defendant relaxes in the luxury of her comfort, shelter, food, safety, security, communications, furniture and unconditional powers and authorities provided to her by the hard work of the counter plaintiff while she is having love conversations over the phone and on social networks with her ex-boyfriend.
32. Counter defendant wanted to evict the counter plaintiff and keep the children with her and move her ex-boyfriend in, who works as a cook for TGI Friday in Orlando, Fl, claiming that the AMERICAN JUSTICE SYSTEM will reward her the children and everything she wishes for regardless. Her behavior led to the whole family experiencing a lot of agony, depression, stress and destruction, causing the minor children to have night terrors for months.
33. Counter plaintiff, out of fear of the loss of the children and the threats of the counter defendant of taking the children away from him through the American Justice System, could not help but to continue his submissiveness to her aggression and threats.
34. The ruthlessness, aggression, selfishness and self-centeredness of the counter defendant had kept the counter plaintiff living in fear and submissiveness to her demands and services to the point where he was fulfilling his responsibilities at work and coming home to fulfill her responsibilities to the children that she failed to uphold.
35. Counter defendant provided the minor children with the bare minimum where no legal or social liabilities will befall her since she chose to be a stay-at-home mom by means and ways of deception.
36. Counter defendant utilized her time and energy and always on the move to fabricate new stories and ideas to lie to and deceive the counter plaintiff so that she could keep him under control. This behavior was clearly noticed after the birth of the first child who was born on February 13, 2005.
37. Counter defendant resorted to control and manipulate the counter plaintiff by means of mind games, reversed psychology, etc.

38. The counter plaintiff had compromised and sacrificed his happiness and his life for the sake of the children. August 2012 was when he was fed up and had to put a stop to all this. The counter defendant had failed to realize that the minor children are growing up fast and their humanly, intellectual, educational, social and spiritual needs are also growing fast while her ego and comfort zone were also growing. Actually, the counter defendant is not only neglecting her responsibilities, her presence is an obstacle in the face of the success and prosperity of the whole family.

I, [REDACTED], under penalty of perjury the above is true.

Wherefore, the counter plaintiff prays the court:

1. That the Court use this verified answer and counterclaim as an affidavit
2. That counter plaintiff be granted permanent physical, legal and full custody of the minor children and their immediate safe return.
3. That the counter defendant be granted limited and supervised visitation with the minor children.
4. That the counter defendant's false report to the State Department (Child Abduction Alert Watch) to be withdrawn immediately.
5. That both counter defendant, [REDACTED], and co-counter defendant, [REDACTED], be charged with the crime of abduction of the minor children and the crime of blackmailing the counter plaintiff.
6. That the counter plaintiff be granted two hundred and fifty thousand dollars (\$250,000) from the co-counter defendant, [REDACTED], for damages, pain and suffering caused by assisting and conspiring in abducting, hostage taking, hiding and depriving the minor children from living a normal, happy, safe and peaceful life. Also, for conspiring and assisting the blackmailing of the counter plaintiff and his refusal to make any efforts to return the counter plaintiff's phone calls.
7. The counter plaintiff be granted damages in the amount of one hundred and twenty thousand dollars (\$120,000) from the counter defendant for Breach of Contract and Marriage Fraud for almost ten years under false, cunning, artifice and deceptive intent.
8. That the counter plaintiff be granted two thousand and five hundred dollars (\$2,500) attorney's fees for initiating false claims against him.
9. That the counter plaintiff be granted one thousand and five hundred dollars (\$1,500) for expenses and damages incurred on him due to fraudulent and unjust eviction on June 6, 2013 by the counter defendant.

10. Charges the counter defendant for using the minor children to obtain government assistance and commit food stamps fraud.
11. That the counter defendant release her name from the family's primary vehicle.
12. That the counter plaintiff be granted twelve thousand dollars (\$12,000) to cover the counter defendant's share towards the family's expenses since August, 2012.
13. That the counter defendant pay to the counter plaintiff one hundred and eight thousand dollars (\$108,000) as her share for the first nine years since the beginning of the marriage.
14. That the counter defendant supply a list of all persons involved in the conspiring and assisting in the abduction of the minor children.

This day August 7, 2013

Without prejudice,

By: _____

Authorized representative of _____

SEAL