

IN THE GENERAL DISTRICT COURT OF FAIRFAX COUNTY

MESFIN BEZU )

PLAINTIFF )

VS. )

KIDANE MIHRET CHURCH )

AND )

TADESSE SISAY )

AND )

AWEKE HAILE )

DEFENDANTS )

CASE NO. GV-14017136-00

ANSWER AND GROUNDS FOR DEFENSE

COMES NOW the defendant, THE KIDANE MIHRET CHURCH, (AKA KIDANE MEHERET ETHIOPIAN ORTHODOX CHURCH SOMETIMES REFERRED TO AS THE "Church"), by counsel, and files this Answer and Grounds for Defense to the Warrant in Debt/Bill of Particulars filed by plaintiff, stating as follows:

1. Defendant finds the allegations in paragraph numbered 1. of the Bill of Particulars specious, inflammatory, not relevant or material to the issue before the Court and accordingly denies them. The factual references to Tadesse Sisay as administrator of the Kidane Mihret Ethiopian Orthodox Church (hereafter the "Church") and Aweke Haile as the Vice Chairman of the Church are admitted. Any other allegations stated in said paragraph 1. and not previously answered are hereby denied.

2. The allegations in Paragraph two (2) of the Bill of Particulars that Defendants promised to start a radio program and pay for airtime and to cover the costs of broadcasting are false and totally denied. Defendant further denies the allegations stipulated in paragraph numbered 2 of the Bill Particulars that defendants discussed and finalized an agreement to start the TG Radio program. Defendants moreover do not have knowledge of Plaintiff's TG Television program and deny same. We demand strict proof or written evidence to underwrite a radio program conducted by the Plaintiff.

3. In response to the allegations stated in paragraph numbered 3 of the Bill of Particulars Defendants state they tendered a check to World Radio Group in the sum of \$4200.00 for TG Radio (see Exhibit No. 1). Defendant denies making an agreement with TG Radio and categorically denies authorizing Plaintiff to sign any agreement or contract with New World Radio Group on the Church's or defendants behalf at any time. The fact that Plaintiff was the Chief Security Officer for the Church, a non-paying and volunteer position, for a limited time, has no bearing on the case at hand (see letter of Plaintiff;s resignation as Exhibit 2). Plaintiff, to the best of defendants knowledge and belief signed a contract with New World Radio at his own behest, without requesting or obtaining approval or authorization from the Church and the other defendants herein. There is no written or documentary evidence supporting Plaintiff's claim of an agreement between Plaintiff and defendants, which is thoroughly denied including any imputations of same. Any allegations not heretofore responded to are deemed denied.

4. The allegations in Paragraph four (4) of the Bill of Particulars are denied in their entirety.

5. The Defendant lacks sufficient information and knowledge to admit or deny the allegations in Paragraph numbered five (5), of the aforesaid Bill of Particulars and therefore they are denied.

6. The allegations contained in said paragraph 6 of the Bill of Particulars that Aweke Haile agreed and authorized the signing of a one year contract are completely denied. The remaining allegations in said paragraph 6 of the Bill of Particulars are denied in their entirety.

7. ~~The Defendants admit paying New World Radio the sum of \$9317.54 for radio service, but thoroughly deny receiving a renewal contract for one year and invoice on February 21, 2014. as stated in paragraph numbered 7 of the Bill of Particulars. Defendants emphasize as part of their denial of the allegations of said paragraph 7 and throughout their response to the allegations herein that at no time did they ever approve, authorize or agree to a contract or agreement of any duration with New World Radio Group, either orally or in writing, or grant approval and authority for plaintiff to enter into contractual arrangements with the New World Radio Group.~~

8. Defendant denies in its entirety the allegations contained in paragraph numbered 8. of Plaintiff's Bill of Particulars.

9. Defendant admits Exhibit No. 5 which represents the Church's 2010 annual return to the Internal Revenue Service, which is a matter of public record. Defendant denies the remaining allegations stipulated in paragraph numbered 9. of Plaintiff's Bill of Particulars and fails to see their relevance or materiality to the case at hand.

10. Defendant denies the allegations stated in paragraph numbered 10. of the Bill of Particulars in their entirety, and again fails to understand their relevance to this case.

11. The allegations in paragraph numbered 11, of Plaintiff's Bill of Particulars are denied in their entirety.

12. Defendant admits to receipt of one (1) letter from the Plaintiff herein dated July 7, 2014 (See Exhibit 3 in the Amharic language) indicating that New World Radio would bring suit against the Church. All other allegations in paragraph numbered 12. of the Bill of Particulars are denied.

13. Defendant denies any allegations not previously answered in response to Plaintiff's Warrant in Debt and Bill of Particulars filed herein. Whenever the singular is used it shall apply to the plural and vice versa where appropriate.

WHEREFORE, Defendant denies that Plaintiff is entitled to a judgment in any amount including but not limited to the sum of \$9321.00 plus interest and court costs.

#### AFFIRMATIVE DEFENSES

14. Plaintiff fails to show that defendant at any time authorized, approved and/or entered into an agreement/contract with New World Radio (New World Radio Group), Mesfin Bezu or TG Radio. There is no factual basis for Plaintiff's argument about a debt due from the defendants. There is no written or documentary evidence supporting Plaintiff's claim of an agreement, orally or in writing, between Plaintiff and any of the Defendants to support the claim made.

15. Plaintiff's claim is in violation of the Statute of Frauds which requires written proof to answer or pay for the debt of another. In the case at hand Plaintiff is requesting that defendants pay for contractual obligations that he undertook in his own stead, which are clearly not enforceable under the Statute of Frauds in Virginia.

16. On two (2) occasions Defendants paid New World Radio for radio service without entering into or contemplating a contractual relationship, either short or long term, with either New World Radio or plaintiff.

17. Plaintiff's claim is further barred by the Statute of Frauds in Virginia as the contract in question can not be performed in one (1) year as it states on its face that it runs from February 8, 2013 to February 28, 2015, a two year period (See Exhibit 4).

18. Defendant denies any allegations not previously answered in response to Plaintiff's Warrant in Debt and Bill of Particulars filed herein.

WHEREFORE, defendant, having fully answered the Warrant in Debt and Bill of Particulars requests this Honorable Court to dismiss same, and to grant Defendant reasonable attorney fees and all costs expended in this litigation.

Respectfully Submitted

  
Edward Lippert, Esq.  
Counsel for Defendants  
7215 Poplar St.  
Annandale, VA. 22003  
(703) 6420-0600  
VSB# 12738  
E-Mail lippertlaw@gmail.com

  
AWEKE HAILE, INDIVIDUALLY

I HEREBY CERTIFY THAT a copy of the foregoing Answer and Grounds of Defense was mailed by first class mail, postage prepaid, and Federal Express this 30th day of October 2014 to Plaintiff Mesfin Bezu at 6118 Tammy Drive, Alexandria Virginia 22310



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Edward Lippert, Esq.  
7215 Poplar St.  
Annandale, VA. 22003  
VSB # 12738  
703-642-0600

# Exhibit 1

Burke & Herbert Bank  
5519 Franconia Road  
Alexandria Virginia 22310

THE ETHIOPIAN ORTHODOX CHURCH  
76 S. BRAGG ST.  
ALEXANDRIA, VA 22312  
703-354-5400

1912

DATE 09-05-13

PAY TO THE ORDER OF NEW WORLD Radio \$ 4200

four thousand two hundred DOLLARS

Burke & Herbert Bank  
At Your Service Since 1852

FOR T.G. Radio

TWO SIGNATURES REQUIRED

⑆001912⑆ ⑆056001066⑆

Date 9/19/13 Ck# 1912 Amt 4,200.00

PAY TO THE ORDER OF  
WACHOVIA BANK, N.A.  
FOR DEPOSIT ONLY  
NEW WORLD RADIO, INC.  
2050000457290

Date 9/19/13 Ck# 1912 Amt 4,200.00

# **Exhibit 2**

Reverend Tadesse Sisay  
Chief Administrator  
Hamere Noah Kidane Mihret  
Ethiopian Orthodox Church  
75 South Bragg Street  
Alexandria, VA 22312

June 29, 2014

Dear Reverend Tadesse Sisay:

As the attached official letter indicated that I have been serving as the Chief Security Officer for the church.

As you have heard, I found it very difficult to work with Ato Aweke Haile who is the Vice Chairman of the Church. I am writing to notify you that I am resigning from my position as Chief Security Officer with the Hamere Noah Kidane Mihret Ethiopian Orthodox Church. My last day working as Chief of Security is June 29, 2014.

Sincerely;



Cc: Ato Aweke Haile, Vice Chairman, Hamere Noah Kidane Mihret Church  
Executive Committee, Hamere Noah Kidane Mihret Church

# Exhibit 3

Mesfin Bezu

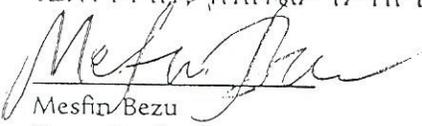
July 7, 2014

Father Tadesse Sisay  
Administrator  
Hamere Noah Kidane Mihret  
Ethiopian Orthodox Church  
75 South Bragg Street  
Alexandria, VA 22312

በጣም አስቸኳይ

የሐመረ ኖሳ ኪዳነ ምሕረት ቤተ ክርስቲያን፣ የቤተ ክርስቲያን አስተዳዳሪ መልአክ ኪዳን ታደሰ ሲሳይንና ምክትል ሊቀ መንበሩን አቶ አወቀ ኃይሌን ይጠቅማል ብላችሁ በወሰናችሁት መሠረት ባለፈው ዓመት ነሐሴ (August 2013) ላይ የሬዲዮ ፕሮግራም መጀመሪያን ይታወሳል። ለመጀመሪያ ጊዜ ከሬዲዮኑ ጣቢያ ጋር ለስድስት ወር ከተፈራረምን በኋላ ይህን የስድስት ወር ክፍያ የሐመረ ኖሳ ኪዳነ ምሕረት ቤተ ክርስቲያን ከፍላለች። የስድስት ወሩም ኮንትራክት አልቆ ሌላ ኮንትራክት በምንፈራረምበት ጊዜም የስድስት ወር ኮንትራክት መፈረም የሚቻለው ለመጀመሪያ ጊዜ ስለሆነ ቀጣዩን ኮንትራክት መፈረም ያለባችሁ የአንድ ዓመት ኮንትራክት ነው ስለተባለ እኔም ከቤተ ክርስቲያኑ አስተዳዳሪ ከመልአክ ኪዳን ታደሰ ሲሳይ በተሰጠኝ ሃላፊነት መሰረት በሐመረ ኖሳ ኪዳነ ምህረት ቤተ ክርስቲያን ስም የአንድ ዓመት ኮንትራክት ከሬዲዮኑ ጣቢያ ጋር ከተፈራረምን በኋላ የሐመረ ኖሳ ኪዳነ ምሕረት ቤተ ክርስቲያን ቀጣዩን የስድስት ወሩን ክፍያ ከከፈለች በኋላ የሬዲዮኑን ፕሮግራም ቀጥለናል። ይህም የሬዲዮ ፕሮግራም ለቤተ ክርስቲያን፣ ለቤተ ክርስቲያን አስተዳዳሪዎችና ለቤተ ክርስቲያን ምእመናን እጅግ በጣም የጠቀመ ስራ ሰርቷል።

አሁን ደግሞ መስፍን በዙ ከቤተ ክርስቲያን አስተዳዳሪዎች ጋር አለመግባባት አለው ተብሎ ኮንትራክቱን ባለማክበር የሬዲዮኑን ክፍያ ላለመክፈል መሞከር ሕገ ወጥና አግባብ ያለሆነ ስራ ስለሆነ በተፈረመው ኮንትራክት መሰረት የቀረው ክፍያ ባስቸኳይ መክፈል አንዳለበት አሳስባለሁ። ይህ ክፍያ ሳይፈጸም ኮንትራክቱን የጣሰን ከሆነ የሬዲዮኑ ጣቢያ እኔንም ሆነ ቤተ ክርስቲያንን ኮንትራክቱን በማፍረሳችን ወይንም በBreach of Contract ይከሰናል። እኔ ደግሞ እስከአሁን ድረስ ለቤተ ክርስቲያንና ለአስተዳዳሪዎቹ የክፈልኩት መስጠትን ሳያንሰኝ እንደገና ደግሞ ኮንትራክት በማፍረስ ተከሰኜ ሌላ አስፈላጊ ያልሆነ መስጠትን መክፈል አልፈልግም። ስለዚህም በኮንትራክቱ ላይ በግልጽ እንደተመለከተው የቀረው ክፍያ መክፈል ስላለበት ይህንን ለሬዲዮው ጣቢያ የሚከፈለውን ክፍያ ከJuly 15, 2014 በፊት እንድታጠናቅቁ አለበለዚያም አይ የሬዲዮኑን ክፍያ አንከፍልም የምትሉ ከሆነም ደግሞ እንዲሁ ከJuly 15, 2014 በፊት እንድታሳውቁ በትኩረትና አጠይቃለሁ።



Mesfin Bezu  
Executive Producer  
TG Radio & Television  
[mesfin@tgtelevision.com](mailto:mesfin@tgtelevision.com)  
[www.tgtelevision.com](http://www.tgtelevision.com)

ከNew World Group ጋር ኮንትራክት የተፈራረምንበት ጽኑ መንገድ ከዚህ ደብዳቤ ጋር ተያይዟል።

# Exhibit 4



# NEW WORLD

R A D I O



## PROGRAM

BROADCAST AGREEMENT  
WUST - AM 1120

2131 CRIMMINS LANE • FALLS CHURCH VA 22043  
703.532.0400 FAX: 703.891.1909

Type of Contract

Advertiser  Agency  Renewal

### CLIENT INFORMATION

Advertiser/Agency: TG RADIO

Address: 4508 SOUTH LAND AVE

City: ALEXANDRIA

State: VA Zip: 22312

Contact Name/Title: MESFIN BEZU

Business Phone:

Email: MESFINBZ@YAHOO.COM

### PAYMENT INFORMATION Payments are due in advance of the 1st week of every month!

Name of Bank:

Routing #:

Account #:

Address of Bank:

City:

State: Zip:

Type of Credit Card:

VISA

MASTERCARD

AMEX

CID \_\_\_\_\_

Approval Code \_\_\_\_\_

Name on Card:

Account No.:

Zip:

Expiration Date:

Station is authorized to charge my account every month for the balance due. SIGN: \_\_\_\_\_

### PROGRAM INFORMATION

Show Name: TG RADIO

Language: AMHARIC

Start Date: February 8, 2013

End Date: February 28, 2015

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY

15:00 - 15:30

Advertiser agrees to this number of 60-second avails per hour retained for the exclusive use of the Station: 02

Program Type	Length (in minutes)	Number of Programs	Gross Rate (per program)	TOTAL BILLING
INTERNATIONAL	:28	56	\$ 309.00	\$ 17,304.00

PROGRAM DELIVERY METHOD

(check one)

IN STUDIO

CODEC

CD

WEBSITE (provide address below)

http://

SENDTHISFILE™

Other (Explain) \_\_\_\_\_

### Additional Information & Conditions:

YOUR MONTHLY RADIO PROGRAM PAYMENT IS \$1,331.00

ADVERTISER & AGENCY ARE JOINTLY AND SEVERALLY LIABLE FOR PERFORMANCE UNDER THIS AGREEMENT. Conditions & covenants on the reverse side are part of this Agreement. Advertiser & Agency acknowledge receipt of large-type version of such conditions, covenants, and guaranties and agree to their terms. Permission for Station to broadcast in real-time the audio stream of broadcast over any medium is acknowledged as part of this Agreement. This Agreement shall not become binding upon Station unless signed by its President or GM.

Alan Pendleton, President

Date

For Advertiser

Date

*Alan Pendleton* 2/6/14

*Mesfin Bezu* 2/6/14

rev. 11/15/2012

The Personal Guaranty whose signature appears below, in order to induce Station to enter into and perform under the Broadcast Agreement, and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, personally guarantees, unconditionally, without benefit of guaranty and at all times the payment when due of any and all indebtedness of advertiser/agency to Station and agrees, with the Station, to be bound by the terms of the guaranty expressed on the reverse side of this Agreement.

IN WITNESS WHEREOF, the above guaranty has been duly executed by the undersigned on the day and year first above written.

PERSONAL GUARANTY SIGNATURE

PRINTED NAME: *Mesfin Bezu*

I, Mario A. Lopez, Notary Public in and for the Commonwealth of Virginia and the County of Fairfax hereby certify that on this 10 day of Feb, 2014, the above named Personal Guaranty, known to me or properly identified to me, personally executed the above GUARANTY in my presence.

Signed and Sealed

NOTARY PUBLIC

My Commission Expires: 2/30/15