

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

**DETROIT METROPOLITAN AIRPORT
TAXI ASSOCIATION**, aka, “**DMATA**”,
a domestic non-profit corporation,

Plaintiffs,

-VS-

HON:
Case No.

**DETROIT METROPOLITAN WAYNE
COUNTY AIRPORT AUTHORITY/aka/ “Airport Authority”**, a
governmental entity, **Jack Vogel**, Vice-President
of Airport Authority, in his official and individual
capacity, **Matthew McGowan**,
Director for Landside Services for Airport Authority,
in his individual and official capacity, **Mark Erby**,
Deputy Director for Landside Services for Airport Authority,
in his individual and official capacity, **Harold Howse**,
Senior Landside Services Manager, for Airport Authority
in his individual and official capacity, **Milton Love**, Supervisor
for Landside Services, for Airport Authority
in his individual and official capacity, **James Coats**,
Supervisor for Landside Services, for Airport Authority
in his individual and official capacity,
Jointly and Severally,

Defendants.

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**VERIFIED COMPLAINT & DEMAND FOR JURY TRIAL
WITH REQUEST FOR EMERGENCY TEMPORARY RESTRAINING ORDER
(TRO)/INJUNCTIVE RELIEF**

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint. that is either pending or was previously filed and dismissed, transferred, or disposed of after having been assigned to a judge in this court

INTRODUCTION

Plaintiffs bring this suit to prevent Defendants from terminating Plaintiffs' contract with Defendants and to further prevent Defendants from physically removing Plaintiffs from the Detroit Metro-Airport. Plaintiffs seek injunctive and monetary relief to redress deprivation of rights and due process, breach of contract, and the harsh discriminatory treatment by the Defendants. Defendants have sent a letter of termination to Plaintiffs, requesting that they seize all operations at the Detroit Metro Airport and that Plaintiffs physically remove themselves and their property from the Airport by **Friday, October 16, 2009, at 11:59 PM**. Plaintiffs are the sole taxicab transportation company at the Airport for passengers.

Plaintiffs through counsel were involved in intense settlement negotiations with Defendants for over a year and a half. Plaintiffs were abruptly met with and surprised by a termination notice from Defendants. Thus, Plaintiffs in contemporaneous with this Complaint, have filed a Motion for an Emergency Restraining Order & Affidavit, preventing Defendants from physically removing Plaintiffs from the Airport on October 16, 2009. **Plaintiffs through the Motion further request an emergency hearing or evidentiary hearing prior to October 16, 2009 to seek a temporary restraining order against the Defendants.**

PARTIES

1. Plaintiffs, Detroit Metropolitan Airport Taxi Association, herein referred to as “DMATA”, are an association made up of 340 owners and drivers of taxicabs at the Airport. DMATA operates taxicabs in the city of Romulus. Almost all of the 340 members are minorities from the Middle East, India, Pakistan, Somalia, and Bangladesh. Further a large number of Plaintiffs are of the Hindu, Sikh, and Muslim faith.
2. At all times relevant herein, Plaintiffs were and are in the business of providing taxi service in the County of Wayne, city of Romulus, Michigan at the Airport.
3. Defendant Wayne County Airport Authority, herein referred to as “Airport Authority”, is the governmental entity that is responsible for all operations at the Wayne County Airport, acting under the color of law through the state legislature.
4. Defendant Jack Vogel, is an employee of the Wayne County Airport Authority, and is being sued in his individual and official capacity. Defendant serves as the Vice-President of Airport Authority. At all times relevant Defendant was acting under color of law.
5. Defendant Matthew McGowan, is an employee of the Wayne County Airport Authority, and is being sued in his individual and official capacity. Defendant serves as the Director of Landside Services for Airport Authority. At all times relevant Defendant was acting under color of law.
6. Defendant Mark Erby, is an employee of the Wayne County Airport Authority, and is being sued in his individual and official capacity. Defendant serves as the

Deputy Director of Landside Services for Airport Authority. At all times relevant Defendant was acting under color of law.

7. Defendant Harold Howse, is an employee of the Wayne County Airport Authority, and is being sued in his individual and official capacity. Defendant serves as the Senior of Landside Services Manager for Airport Authority. At all times relevant Defendant was acting under color of law.
8. Milton Love is an employee of the Wayne County Airport Authority, and is being sued in his individual and official capacity. Defendant serves as the Supervisor of Landside Services Manager for Airport Authority. At all times relevant Defendant was acting under color of law.
9. James Coats is an employee of the Wayne County Airport Authority, and is being sued in his individual and official capacity. Defendant serves as the Supervisor of Landside Services Manager for Airport Authority. At all times relevant Defendant was acting under color of law.

JURISDICTION

10. This Court has Jurisdiction over this action pursuant to 28 U.S.C. §1331 in that a federal question arising under the Constitution and laws of the United States and 42 U.S.C § 1983 to redress the deprivation of rights, privileges and immunities secured to Plaintiffs. Plaintiffs are aggrieved by their deprivation of, namely their liberty, property interests, and livelihood, pursuant to Due Process Clause of Fifth and the Fourteenth Amendment of the United States Constitution.

Defendants have violated Plaintiffs' rights to Equal Protection of the laws, pursuant to the Fourteenth Amendment.

11. This Court has Supplemental Jurisdiction over the attendant state law claims pursuant to 28 U.S.C. § 1367.

VENUE

12. Venue is proper before this judicial district pursuant to 28 U.S.C. § 1332 in that all of the events or omissions giving rise to the Plaintiffs' claims occurred in the Southern Eastern District of Michigan.

STATEMENT OF FACTS

13. DMATA was established on January 26, 1993, although numerous members have been licensed taxicab drivers at the Airport for a number of decades.
14. Although DMATA had been in operation at the airport since 1993, they secured the first open-bid contract from Defendants in 2003, and again in 2007.
15. Defendant Airport Authority through its landside operations has consistently harassed, intimidated, and discriminated against members of DMATA.
16. This harassment, intimidation, and discrimination were perpetrated for the impermissible reason that DMATA is a minority owned and controlled entity. The discrimination, intimidation, and harassment persisted for many years, despite the fact that Defendants were well aware of the constant mistreatment of Plaintiffs.
17. For example the following events are offered as examples of the shocking intimidation and discrimination that occurred:

- a. Plaintiff members would be caused to wait 4-5 hours to reach the front of the line to pick up arriving airport passengers, only to be told by Defendants to return to the back of the line over miniscule and ridiculous claims, as a pretext of discrimination, such as un-tidy enough cars, or small scratches on the taxicabs, and unfounded allegations of “speeding”.
- b. Defendants and their employees would on numerous occasions attempt to disrupt and prevent individual Plaintiffs from completing their prayer at the Airport.
- c. For such conduct, Plaintiffs would have their airport I.D.’s or “P.V.’s” suspended or taken away for hours or even days at a time. A taxicab driver cannot operate their vehicle at the Airport without their “P.V.’s”.
- d. Plaintiffs P.V.’s would be taken away for other ridiculous reasons including honking their horns, allegedly blocking traffic for a few seconds, opening the corridor door for passengers, or for uttering the word “taxi” in the presence of passengers.
- e. Defendants and their employees would continuously inspect Plaintiffs’ vehicles for an unreasonable amount of time and occurrence, merely to harass and intimidate them, and would further cause Plaintiffs to correct items on their vehicles which are not related to any appearance, health, or safety objective, and not required by the contract. In effect these inspections and measures taken to remedy the complaints by Defendants imposed a great financial burden on Plaintiffs, all of which other similarly

situated transportation companies were not subjected to and/or not made to correct.

- f. Defendants and their employees would further talk down to Plaintiffs, openly disrespect Plaintiffs, and humiliate them.
- g. Defendants and their employees would constantly interfere in Plaintiffs' operations, by taking the following discriminatory actions against Plaintiffs.
 - i. Defendants would permit the other existing ground transportation companies at the airport to take first priority in the placement of their vehicles at the airport, which would in effect hinder Plaintiffs' ability to pick up passengers and generate revenue.
 - ii. Defendants permitted the other existing ground transportation company to set up booths inside of the terminals for immediate pick up of arriving passengers, which would in effect hinder Plaintiffs' ability to pick up passengers and generate revenue.
 - iii. Defendants permitted the other existing ground transportation to place their vehicles at various sites near the terminals, but excluded Plaintiffs from doing the same, including the site near the Westin Hotel, which would in effect hinder Plaintiffs' ability to pick up passengers and generate revenue.
 - iv. Defendants permitted Plaintiffs' competitor, a sedan company, to reduce their destination rates in violation of the contract, which would in effect hinder Plaintiffs' ability to pick up passengers and

generate revenue, as the close destination rate for the more luxurious competitor sedan would cause passengers to choose the competitor over Plaintiffs' mid-sized standard taxis.

- v. Defendants permitted Plaintiffs' competitors to use coupons to reduce their destination rates, but excluded Plaintiffs from doing the same, which would in effect hinder Plaintiffs' ability to pick up passengers and generate revenue.
- vi. Defendants permitted Plaintiffs' competitors, and their drivers to physically enter the airport terminal and directly solicit passengers, but excluded Plaintiffs from doing the same, which would in effect hinder Plaintiffs' ability to pick up passengers and generate revenue.
- vii. Defendants failed to protect Plaintiffs' interests and failed to enforce certain rules which would in effect diminish Plaintiffs' revenues, such as:
 - 1. Permitting limousines and taxicabs from other cities to take the fare from a fee set by the airport, thereby hindering Plaintiff's ability to generate revenue.
 - 2. Permitting certain transportation companies to pick up passengers to popular destination trips for a substantially reduced fare, thereby hindering Plaintiff's ability to generate revenue.

3. Refusing to enforce and monitor out of town transportation companies, such as failing to check lists of bus carriers for boarding passengers, thereby hindering Plaintiff's ability to generate revenue.
4. Defendants failed to provide sanitary and humane conditions for Plaintiffs, and instead offered Plaintiffs a single bathroom for over three hundred people, one fountain for over three hundred people, and a room that lack air-conditioning and lacks a heating system.

COUNT I
VIOLATION OF DUE PROCESS PURSUANT
TO THE FIFTH AND FOURTEENTH AMENDMENT

18. Plaintiffs incorporate by reference herein the statements and allegations contained in Paragraphs 1 through 17 as if fully rewritten herein.
19. **Substantive Due Process:** Plaintiffs have a constitutionally protected right in their governmental contract, to provide taxicab services to and from the Airport.
20. Plaintiffs have a protected proprietor right in their permits issued by the Airport Authority CEO, which confers upon Plaintiffs the right to provide taxicab services at the airport alone.
21. Defendants have deprived Plaintiffs of their constitutional protected right in procuring livelihood.
22. Defendants have violated Plaintiffs' substantive due process rights.

23. **Procedural Due Process:** Defendants have deprived Plaintiffs of their property interests and livelihood without the entitlement of due process under the law. Specifically, Defendants failed to provide Plaintiffs with notice requirements/and or other appropriate processes.
24. Plaintiffs were excluded from the process permitting them to provide taxi services to and from the Airport, which, in turn, violated their procedural due process rights pursuant to the Fifth and Fourteenth Amendment.
25. Defendants excluded Plaintiffs from access to meaningful use of their permits to and from generating revenue, due to Defendants' preferential treatment of other ground transportation companies.
26. Defendants have imposed numerous arbitrary requirements and restrictions excluding Plaintiffs from due process and violated Plaintiff's constitutional rights.

COUNT II
VIOLATION OF EQUAL PROTECTION
PURSUANT TO THE FOURTEENTH AMENDMENT

27. Plaintiffs incorporate by reference herein the statements and allegations contained in Paragraphs 1 through 26 as if fully rewritten herein.
28. Defendants, a government entity have acted with a discriminatory purpose in their treatment of Plaintiffs and have discriminated against Plaintiffs on account of their national origin or ethnicity, and religion.
29. DMATA, a minority owned ground transportation company doing business at the airport, was subject to disparate treatment when compared to Defendants' preferential treatment of non-minority owned ground transportation companies.

30. The cause of such disparate treatment was the national origins, ethnicities, and/or religions of Plaintiff, its members, and their agents.

COUNT III
CIVIL RIGHTS VIOLATION 42 U.S.C. § 1983

31. Plaintiffs incorporate by reference herein the statements and allegations contained in Paragraphs 1 through 30 as if fully rewritten herein.

32. Defendants have discriminated against Plaintiffs in the enforcement of their contract with Plaintiffs on account of their national origins, ethnicities, and religions.

33. Defendants have subjected Plaintiffs to discriminatory conduct of Defendant's employees. Numerous complaints were launched against the operations supervisor at the Airport, James Coats. Plaintiffs allege that Supervisor Coats harassed Plaintiffs and would arbitrarily suspend their P.V.'s or airport I.D. for unverified allegations of "speeding". In effect, Plaintiffs would have their privileges suspended for hours, and even days at a time. Without "P.V."s Plaintiffs cannot pick up passengers for transport. Furthermore, Plaintiffs were made to park their vehicles at the "end of the line" where other and automobiles would have first priority to pick up passengers. This discriminatory conduct occurred frequently and with impunity.

34. Individual Plaintiffs have also been discriminated against on account of their religion. At times when drivers would attempt to pray at the airport terminal, various employees of Defendants would approach Plaintiffs, harass them, attempt

to prevent them from completing prayer, and ultimately take their "P.V."s or airport I.D. away for days.

35. Plaintiffs reiterate the violations alleged in the statement of facts, paragraphs 13-17.

COUNT IV
BREACH OF CONTRACT
(VIOLATION OF 42 U.S.C. § 1981)

36. Plaintiffs incorporate by reference herein the statements and allegations contained in Paragraphs 1 through 35 as if fully rewritten herein.

37. Defendants have failed to protect Plaintiffs despite their contractual obligations. They have imposed numerous requirements pertaining to the taxicabs, which are not related to any stated purpose or regulation, which in result has created unfair, work conditions for Plaintiffs, and discriminatory enforcement of the contract in violation of 42 U.S.C. § 1981.

38. Defendants violated DMATA's exclusive rights to transportation of passengers to and from the Airport. In fact, Defendants permitted unauthorized vans and buses to pick up passengers to and from the airport, which created direct competition to DMATA and adversely affected their ability to secure their livelihood.

ATTENDANT STATE LAW CLAIMS-SUPPLEMENTAL JURISDICTION
PURSUANT TO 28 USCA § 1367

COUNT V
BREACH OF DUTY OF GOOD FAITH & FAIR DEALING

39. Plaintiffs incorporate by reference herein the statements and allegations contained in Paragraphs 1 through 38 as if fully rewritten herein.

40. Defendants failed to protect Plaintiffs from unequal competition from other ground transportation providers.
41. Defendants in bad faith suspended a P.V. licenses over seemingly minuet matters such as honking the horn, blocking traffic for a few seconds, adding one extra cab to the line, helping a passenger by opening the corridor door, or standing in the corridor.
42. Defendants failed to protect the economic viability in the performance of their contract. It is undisputed that taxicab companies like Plaintiff pay a premium to operate out of the airport. The consideration for this payment is that Defendant will deal fairly with Plaintiffs', and give them meaningful access to fares at the Airport. Without fair and equal access to customers, the contract is illusory.
43. Defendants' unequal and discriminatory conduct in executing the terms of the agreement violates Michigan implied covenant of good faith and fair dealing.

CONCLUSION AND PRAYER FOR RELIEF

DEMAND FOR JURY TRIAL

Plaintiffs respectfully request a jury trial on all counts.

WHEREFORE, Plaintiffs requests and prays that this honorable Court:

1. Issue a temporary restraining Order (TRO) compelling the Defendants to immediately refrain enforcing the termination of the contract with Plaintiffs and compel the Defendants to refrain from physically removing Plaintiffs from the Detroit Metro-Airport.

2. Enter an Order preventing the Defendants from interrupting Plaintiffs from providing taxicab service at the Detroit Metropolitan Wayne County Airport (DTW) (hereinafter “the Airport”).
3. Enter an Order preventing the Defendants from allowing other contractors, employees, or agents to perform the services presently performed by Plaintiff at the Airport.
4. Enter an Order preventing the Defendants from opening any bidding or taking any other such steps that would affect the contractual obligations of Defendant under contract No.: S07-008A.
5. Award Plaintiffs monetary damages for economic and Civil Rights violations.
6. Grant Plaintiffs’ Attorney fees pursuant to the Equal Access to Justice Act.
7. Grant any other relief that this Court deems necessary.

Respectfully submitted,

NABIH H. AYAD & ASSOCIATES, P.C.

/s/ NABIH H. AYAD

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DATED: October 13, 2009

VERIFICATION

We, the undersigned individuals, known collectively as the Board of Detroit Metropolitan Airport Taxi Association or “DMATA” hereby swear under oath, that we have read the entire complaint, motion for temporary restraining order, and affidavit, and we are in agreement to their contents in their entirety and that it is our understanding and knowledge to the best of our recollection that all information contained therein is true and accurate.

Acknowledged and Agreed to:

Date: _____

Yousef Ali, Affiant

Acknowledged and Agreed to:

Date: _____

Balbir Virdi, Affiant

Acknowledged and Agreed to:

Date: _____

Nasar Khan, Affiant

Acknowledged and Agreed to:

Date: _____

Gurmail Brar, Affiant

Acknowledged and Agreed to:

Date: _____

Gurbachan Singh, Affiant

Acknowledged and Agreed to:

Date: _____

Chaudhar Mohammad Asghar, Affiant

Acknowledged and Agreed to:

Date: _____

Manpreet Chahal, Affiant