# IN THE \_\_\_\_\_ JUDICIAL CIRCUIT, \_\_\_\_\_ COUNTY, MISSOURI

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Judge or Division:	Case Number:	
Plaintiff(s):		(Date File Stamp)
1.	Plaintiff's Address (No. 1):	Defendant's Address (No. 1):
2.	City, State, Zip:	City State, Zip:
VS.	Talanhana Niyoshan	Talanhana Numban
Defendant(s):	Telephone Number:	Telephone Number:
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2.	Plaintiff's Address (No. 2):	Defendant's Address (No. 2):
	City, State Zip:	City, State, Zip:
	Telephone Number:	Telephone Number:
Petition Small Claims Court		
Plaintiff states he/she has a claim against Defendant in the amount of \$ The claim arose on or		
(continue on additional page, if needed)		
Plaintiff states that the information contained in this petition is true and correct to the best of his/her knowledge, that he/she is not an assignee of this claim and that he/she has not filed more than 12 other claims in the Missouri small claims courts during the current calendar year.  Plaintiff understands that, should he/she be successful in this action and obtain judgment, and if Defendant does not appeal within ten days, this judgment becomes final. Plaintiff cannot commence another action involving the same		
parties and issues. Plaintiff understands that he/she is waiving the right to jury trial on these issues in the small claims court.		

Keep a copy of this petition and bring it to court.

Date

Signature of Plaintiff

I bring this case before the court as this appears to be the only entity to remedy this type of labor force matter. Attached you will find my "Demand Letter for Payment" that will clearly show I made attempts other than verbal to get paid for services rendered. (SEE EXHIBIT 1)

On May 13, 2024 around 8:00 p.m. I received a knock on my door. I got out of bed to answer the door, and standing there were two young men known as J1's. I asked, "What can I do for you? " one of the kind young men stated: "Mike told us to come see you." I then proceeded to walk with these young men to Mike's room to question him about this.

Mike stated: "The J1's are coming and we don't have anything ready." Mike asked, "Can you help them?" I said to Mike, "You know I don't work here and I'm not doing this for free, I need to get paid for my services. Mike went on to say "You know how to communicate with them so can you help us? We are hiring a new management company and we can't find all the records we need for these J1's. At this time many more J1's and others were set to arrive, AND they arrived anytime throughout the day or night.

Mike stated that he would make sure I got paid. Keep in mind your Honor, this was May 13, 2024, this was a night of "True Chaos." (SEE EXHIBIT 2)

It was so chaotic due to the fact that "Zero" rooms out of 60, were equipped to house anyone. The rooms had no running hot water for almost a month, even after the J1's and others moved into these filthy rooms, no beds to lay their heads, some without a microwave, zero rooms had curtains, while more importantly, zero rooms were cleaned and zero bed frames and linen for these beds.

On top of that, the wiring is still faulty in some rooms, the pool is not ready, and the "Pickerball" room is nowhere close to being ready. They "falsely" advertised their business online to lure these young people here. (SEE EXHIBIT 3) images of false advertisement.

Each day when new arrivals came, I would instruct them what we needed to do to make this transition easy. These young people followed my instructions with smiles on their faces, and did all of the work "Schaefer Ridge Management" should have done, right down to "mopping their floor" from the "filth" that was left behind.

My impact from May 13, 2024 until June 25, 2024.

On May 13, 2024 when those two young men arrived in Branson from another country, and tired from their long journey, I had to ask them to do the "unthinkable."

I had to ask them to carry four "old filthy queen size mattresses" from building "B"

across the parking lot to building "A", where they would be laying their heads. These old mattresses came from another filthy property managed by this same company. That place is currently shut down.

These young men and women slept on the floors without bed frames and in empty rooms. I felt the need to "apologize" to them and assured them everything would be "alright." I worked tirelessly to uphold my end of the deal.

From that day forward, many more J1's showed up, I worked tirelessly from morning to midnight to make sure rooms were livable and they were comfortable. I went to many stores, and thrift shops with Mike "at his request," to help him get the best deals on bedding and all other items needed. I carried bed frames to each room so that the other so-called maintenance employee would have access to put them together more quickly, I took calls throughout the day and night answering questions the J1's would have, and I constantly used my mega phone on Facebook to help fill up this complex.

I did these things with the belief I would be "paid" without question the amount agreed.

Schaefer Ridge staff considered me their.

- 1) Property Liaison
- 2) 24 Hour On Call Service Most nights someone is locked out and requires me to get out of bed and let them in their rooms. (SEE EXHIBIT 4)
- 3) Advertising I was to be paid \$50 for each referral. I did invoice Schaefer Ridge for services rendered. (SEE EXHIBIT 5)

I just learned from the "NEW" management company that Schaefer Ridge doesn't pay referrals if people do not pay deposits. And it is obvious to me that they don't care to pay people who they hire to work at all.

Your honor, not one time was this mentioned to me by Mike, Dajah, or Allen the owner. Schaefer Ridge "NEW" management team stated, in the housing business, we pay only after deposits are cleared.

Your Honor, I never worked in the real estate capacity, and they did not hire me to work in that capacity, therefore, that "doesn't" apply to me.

I was told that I would be paid for my referrals and, I would like to be paid for my referrals.

From May 13, 2024 till June 25, 2024, I have been in a non-stop mode making sure these incoming young people were comfortable as could be.

It was May 13, 2024 Schaefer Ridge Staff hired me. Paperwork was sent to the property owner himself Michael Allen Evridge about my family composition and what I would bring to the table. I spoke with Allen several times via cell phone while in the presence of Mike.

Since Mike was in charge of making sure I was paid on time, he provided me with the necessary information to input to receive my first check.

I received my first check on June 18, 2024. I was paid \$1,000. The arrangement was made by Mike and Allen because Mike stated "They are firing the management company, and I am handling payments, and since we only have 4 checks left and Allen doesn't like to pay in large amounts, we need to submit it in small increments."

Because of our written agreements, and due to the amount of man hours I have put in, (at the request of Schaefer Ridge staff), it would be only appropriate and fair for them to hold up their end of the deal. Instead, they are calling me a liar and stating I did not perform these tasks.

The first thing they threw out to me was "You didn't pay rent. The next was, "we are missing a deposit from you, next thing they threw out was "we don't pay for referrals unless... It is clear to me that paying people they hire "is not part of the deal." Therefore, your Honor, I am seeking remedy through the courts.

Today as I write this note, all rooms are full and most students are somewhat comfortable.

Due to the "MASS" amount of text, all "exhibits" including hand written work notes will be processed and ready on the day of court. I will also have phone logs, and information that was sent to me via messenger application, which will present a "clear and precise" picture of the lies and deceit this company has laid upon me. (SEE EXHIBITS 5 - 47) which will include all aforementioned supporting documents.

I hope and pray the court will render a favorable decision as it was not my intent to work for FREE. I am not the "HELP" as many low-end hotel owners require. I made that perfectly clear to them, from day one, and I stand by that.

A favorable decision will send a clear message that this type of "HOTEL" help scam will no longer be accepted nor tolerated.

I thank you and appreciate your time and services.

Anita Williams, Administrative Law Advocate

### **REFERENCE SHEET:**

Sections 570.160 and 570.170 prohibit false and bait advertisements 407.832. False advertising, prohibition

Chapter 213 Human Rights Section 213.040 Unlawful housing practices--discrimination in housing