

**UNITED STATES COURT OF APPEALS  
FOR THE EIGHTH CIRCUIT**

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No. 26-1020

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Edgar Harris; Michele Kimberly Harris

Plaintiffs - Appellants

Plaintiff

v.

Sandra Durham; S&J Holdings; Jerry Durham; James Durham; Larry Durham; Kirsten Poppen;  
Margaret Palmietto; Douglas Lee Carter

Defendants - Appellees

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Appeal from U.S. District Court for the Western District of Missouri - Springfield  
(6:25-cv-03173-MDH)

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**JUDGMENT**

Before GRUENDER, BENTON, and KELLY, Circuit Judges.

This court has reviewed the original file of the United States District Court. It is ordered by the court that the judgment of the district court is summarily affirmed. See Eighth Circuit Rule 47A(a).

The motion to proceed on appeal in forma pauperis is granted.

March 25, 2026

Order Entered at the Direction of the Court:  
Clerk, U.S. Court of Appeals, Eighth Circuit.

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/s/ Susan E. Bindler

Appendix  
B

**UNITED STATES COURT OF APPEALS  
FOR THE EIGHTH CIRCUIT**

No. 26-1020

Edgar Harris and Michele Kimberly Harris

Appellants

v.

Sandra Durham, et al.

Appellees

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Appeal from U.S. District Court for the Western District of Missouri - Springfield  
(6:25-cv-03173-MDH)

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**MANDATE**

In accordance with the judgment of March 25, 2026, and pursuant to the provisions of Federal Rule of Appellate Procedure 41(a), the formal mandate is hereby issued in the above-styled matter.

April 16, 2026

Clerk, U.S. Court of Appeals, Eighth Circuit

Appendix  
A

## UNITED STATES SUPREME COURT OF WASHINGTON DC

PETITIONER/ EDGAR HARRIS et, al...

V.

RESPONDENT/ SANDRA DURHAM/ S&amp;J HOLDINGS et, al...

Argument Statement

Petitioners are adding this information because it was just mailed to us before we mailed the certiorari. Chad Shaffer sent this letter confirming what the (Appendix - X) P1 plaintiffs/Petitioners said in a statement of facts that the Durham's are at fault and we did have probable cause and merits and jurisdiction for the judge to hear this case. Instead of violating our due process the judge didn't take in consideration that then there was a previous letter from Chad Shaffer explaining the (Also see Appendix X93 violations on the Durham's house located at 316 north ken, and there were three at that time, the first letter from Chad Shaffer, house violation, gas leak problem, and now the fourth overall with a deadline of October 3 2025 and the Durham's will need permits to tear down and contact the city which is what the first letter from Chad Shaffer explaining what the Durham's needed to do to fix their property. As you see the Durham's ignored the fact of contacting someone at the city, Sandra Durham lies to the police 911 call to 316 n ken ave because Sandra let her electrician guy and a unknown lady (pics enclosed as evidence), live in the home at 316 n ken ave. And been living there since we had to move out of the residence. We drove by late at night and took pictures (in evidence) of the two electrician and unknown women's cars parked and plants hanging outside that we didn't leave. There was a dumpster on Durham's behalf and none of our belongings from the house was put in that dumpster except the broken wood that was illegally removed without the permission of obtaining permits either to tear down or to rebuild. Per the evidence (pics) Sandra Durham allowed the two trespassers live in the house and the letters enclosed States that in both letters, ( the Durham need to make contact with the city and she has not and is not going to follow the policies given strictly to her because the property is a nuisance and dangerous to ours and anybody else in the proximity of that dwelling. The latest letter from Chad Shaffer shows that Durham has violated.

(3) "Nuisance", an activity or condition created, performed, maintained, or permitted to exist on private property that constitutes a code or ordinance violation, whether or not the property has been cited by the city or county in which the property is located; or, if the property is in a deteriorated condition, due to neglect or failure to reasonably maintain, abandonment, failure to repair after a fire, flood, or some other deterioration of the property, or there is clutter on the property such as abandoned automobiles, appliances, or similar objects; or, with respect to commercial, industrial, and vacant property, if the activity or condition on the property encourages, promotes, or substantially contributes to unlawful activity within three hundred feet of the property; or if any activity or condition:

(a) Diminishes the value of the neighboring property; or

(b) Is injurious to the public health, safety, security, or welfare of

neighboring residents or businesses; or

(c) Impairs the reasonable use or peaceful enjoyment of other property in the neighborhood.

Housing nuisance laws, like Missouri's, make property owners liable for conditions or activities on their property that endanger public health, safety, or welfare, often involving drug-related activity, repeated criminal behavior, or neglect of the property itself. These violations are typically handled at the municipal level, such as through a city's code of ordinances, and can result in fines, legal action, or the property being deemed a criminal nuisance.

Penalties Legal actions and Penalties

Owner Responsibility:

Property owners are often held responsible for abating these nuisances after receiving a notice.

Municipal Enforcement:

Cities have ordinances that define and address housing nuisances, and property owners can be charged with permitting or maintaining a nuisance under these laws. RSMo 82.1025-82.1029: with these types of violations the plaintiffs are asking the courts to please read. Same as the trial de novo in the municipal court,

Points Relied on

The trial court erred in hearing the trial de novo because the case was transferred to the western district for the trial de novo. In the municipal court the Petitioners here (Harris family) were defendants/respondents and the Judge Poppen, and judge carrier, inappropriately barred defendants, from asserting their affirmative defense nor on the court date did any Durham family members or the attorney Douglas a Carter showed and the Harris had to wait, 1. Until the court room was empty cause no show and 2. The Harris family waited 3 1/2 hours for a no show and for the judge carrier to make several attempts 15 to 30 min to try to get someone to represent the Durham family. The judge in the western district didn't hear the case or read it. If they had read it all the violations would matter at this point, but if the judges are allowing this then this is why so many tenants like us face false evictions.

The Petitioners ask the court to consider all facts in this case and rule in the Petitioners favor due to neglect, inhumane living, rodent infestation, electrical faulty wiring,

counterclaim based on the implied warranty of habitability in that Missouri law does not require tenants to pay withheld rent into the court in custodia legis. But the Harris family paid till the end of their lease, with proper notices given to the landlords.

MO. CONST. art. I, § 14.

King v. Moorehead, 495 S.W.2d 65 (1973)

Detling v. Edelbrock, 671 S.W.2d 265 (1984)

This Court now has the opportunity to protect all tenants, specifically those struggling to make ends meet every day, by ensuring equal access to the courts and ensuring the implied warranty of habitability is able to serve its critical purpose. And all the judges didn't make this happen for the Harris family in this

case, from the judicial 31st circuit court to the 8th circuit appeals court violated this due process.

## CONCLUSION

conclus

Petitioners urge the 8th circuit court of appeals be remanded to make their decision to the Court, and to remand the decision of the Missouri Court of the western District 8th circuit in reversing their decision TO GRANT the petitioner what they asked for in each court for the relief of \$ 750.Billion dollars from each defendant at fault, for the pain and suffering, mental anguish that the petitioners had to endure for a whole year, only to try to obtain a win of eviction for the Durham's wrong doing. Based on a forma pauperis being denied. (No case law ) And judge Harpool answered for the respondents before the respondents (Durham) could answer. (Plaintiffs assert their disabled social security benefits letters to the courts. plaintiffs (Harris) from raising their affirmative defense and counterclaim of a breach of the implied warranty of habitability. Overall the Durham's dropped their case with prejudice on august 1, 2025 in the 31st circuit court on Boonville street in Springfield, Missouri.

## UNITED STATES COURT OF APPEALS

## EIGHTH CIRCUIT

CASE NUMBER: 6:25-CV-03002

HARRIS et al...

V.

DURHAM et al...

Original court date: January 3<sup>rd</sup>, 2025End Date: January 14<sup>th</sup>, 2025

Other Cases Involved: Sandra Durham v. Edgar Harris Case Number: 2431-AC10191

Case filed December 31<sup>st</sup>, 2024,Counter Claim Filed January 24<sup>th</sup>, 202Case was Heard February 6<sup>th</sup>, 2025

## OPENING BREIF

Sandra, James, Larry, and Jerry Durham all committed and promised the house would be fixed upon our move in because our previous home was ruined due to sewage damage to our previous home. It's been 9 months and no progress, or any work has been done. James Durham oversaw collecting the Harris family rent that was due on the 15<sup>th</sup> of the month on a fixed income of social security. James Durham, who is Sandra and Jerry Durham's grandson, and Larry Durham is James Durham's father. On November 25 our utilities were shut off and about 7pm a city utilities technician came to turn our lights back on and when the technician came inside to check our furnace, he found a gas violation and faulty wiring. The Harris family immediately contacted and sent a picture of the violation to Sandra Durham and James Durham because that is who we were dealing with at this time. James Durham came to the Harris resident on November 30 2024 to finally bring a toilet that was supposed to be put in upon move in May 15<sup>th</sup> 2024 and brought a gun to the Harris home and jacked it before he came in and put a 40 Calibur Black handgun in the back of his pants under his shirt. Sandra Durham was instructed to have a licensed HVAC come and fix the problem in 10 days. Sandra did not comply, instead she sent her other grandson to pop off the red tag the city put on and not to be taken off unless fixed. Instead, Jerry Durham and Sandra Durham thought it would be a good idea to turn our furnace on illegally and risk a safety Hazzard of everyone including miles radius of explosion because of gas and faulty

wiring. James Durham was collecting the Harris rent money for Sandra Durham and stole her money and tried to evict us. Doc enclosed) we had receipts. Larry Durham came and tried to evict us again leaving a past due rent on our door trying to finish what his son James Durham started "eviction" Ever since we won, we believe that Larry Durham who said before he electronically uses his mom (Sandra Durham's signature. Sandra knows my name is spelled with one l she has a sister name spelled this way per Sandra in our conversation when we first met. Larry can't understand how the Harris family beat James Durham in court, and that his oldest son stole from his grandmother. I have Larry Durham on disk stating James Durham has done this to other tenants and those tenants were evicted because they had no receipts, Larry Durham also stated James Durham is not capable of doing anything right and he has a drug problem (per Larry Durham on audio. We have been getting numerous letters of retaliation that we have to get out by May 15<sup>th</sup> because they are selling the house by that date. With less than 60 days' notice to move. Sandra knows were disabled Larry and James Durham does not.

## STATEMENT OF WHAT WE WANT THE COURT TO DO

We are asking the court to review the Durham v. Edgar Harris case for judgement order in favor of the defendants, who are the defendants and won but was denied our counter claim on no grounds of law is to why our counter claim was denied, with all evidence provided. We are asking that you consider reviewing the judge's ruling and overturn Judge Kristen E. Poppin (Associate Circuit Court Judge) Ruling dismissing our counter claim.

We ask the court to allow Due Process for this case to be heard in the 8<sup>th</sup> circuit of appeals because Plaintiffs 14<sup>th</sup> amendment was violated on both cases. Judge Douglas Harpool violated due process by not following Rules 37.01 and

**Rule 26(a)** requires a party to disclose the identity of any person who may be used at trial to present evidence under Federal Rules of Evidence 702, 703, or 705. This rule allows parties to obtain discovery regarding any nonprivileged matter relevant to their claims or defenses, considering the needs of the case and other factors. Specifically, it requires the production of documents and information that will be used to support claims or defenses before the issuance of a discovery request. Both Judges have Breached the Judicial Ethics of law. We are Requesting transcripts from Circuit Court of Greene County, Missouri for case number 2431-ACO1019. We also ask that because we are indigent, we ask that the court transcript fee be granted at the Governments expense please.

United States Court of Appeals  
Eighth Circuit

10F2

Edgar Harris  
et al. / Sandra Durham + S & J Holdings  
Plaintiffs / Respondant et al.

Statements

- 1) Judge Harpool Has NOT Read the cases Before him if he did he would have known our former paupers is to be granted under Rule 29. Judge Harpool should have recused himself from this case for being bias and having Pre-Knowledge of the case prior to this one with more and new evidence in this case. even a report from the city inspector Chad Chaffer that was included. This Judge has picked up all cases that interest him and taken cases from other Judges like David P. Rush, who was suppose to be on this case. With notice not sent to Plaintiffs Just put on Pacer.

2042

Judge Harpool is overt bias, and Implicit bias (the case should only be dismissed properly if legal theory or factual contentions lack of an arguable basis.) <sup>Judge</sup> Harpool took the case from Judge Rust on Jan 14<sup>th</sup> and Judge Harpool dismissed the case before the Respondant could answer by the Date Courts given. 1/17/2025 and dismissed the case on 1/17/2025 and dismissed our forma pauperis Judge Harpool didn't prove 28 U.S.C. 1915(d) as he wrote in his Order for frivolous standards (Neitzkers. Williams) (Under 28 U.S.C. 1915) decision to Grant forma pauperis By Judge Harpool, he Quoted <sup>(Doesn't apply to this case)</sup> Cross v. Gen Motors Corp, 721 F.2d 1152, 1157 (8th Cir 1983) 2007 this was amended over turned June 6<sup>th</sup> Cross won. 3d 776, 779 (2d Cir. 1999) 37(e) Therefore Plaintiffs forma pauperis should have never been denied. Judge Harpool has violated Due process, Equal Protection of the law, Violation of 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, and 14<sup>th</sup> amendment. Judge Harpool Quotes Bell Atl. Corp v Twombly, 550 U.S. 544, 555 (2007) and accepts our complaint as factual and true as to same testimony from Sandra Durham herself on June 3<sup>rd</sup> 2025 (Per transcripts) On June 4<sup>th</sup> 2025 Judge Poffen Offered A trial Denial.

# United States Court of Appeals

## Eighth Circuit

P  
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Edgar Harris / Sandra Durham & J. Haddings et al...  
et al. / Defendant / Respondant  
Plaintiff / Petitioner

### Statements

Judge Poppen has heard these cases multiple times and had knowledge of these events in court from Judge Carrier not hearing this case in his courtroom 26. So Judge Poppen tried to transfer our case to another court room and the other Judges told her no. Judge Poppen heard our first case on Feb 6, 2025, we were defendants and won our case but denied our counter claim for 5,000 dollars with no reason why just dismissed the case in our favor. The second time we saw Judge Poppen it was Sandra Durham who filed another election because she offered us

to buy the house were in court for and we didn't want to or could afford to. Because we are on fixed income and could not afford a house at 160,000 and cost and repairs would cost over 250,000 dollars. So Sandra Durham decided to take us back to court before my rent was due. On May 1st my lease was up May 15th (per statements and documents) so Sandra Durham filled out the April 27th again maliciously because per our agreement text and paper, ~~we~~ we pay rent to Sandra on the 1st of every month even though the lease says 15th she didn't probate and Judge Poppen ruled against Defendant's, 6/3/2025. 6/4/2025 Douglas Carter the lawyer for Sandra Durham Reg for transcript Sandra Durham's lawyer also had Judge Poppen enter possession for property which was established in other court date. On 6/3/2025 because Sandra Durham or her lawyer showed up for court we had to wait till all were vacated out of court and Public Defender TOWNS in the 31st circuit was asked by Judge Poppen to stand in on behalf

Sandra Durham for Douglas A Carter her paid private attorney which violates due process, on numerous court dates neither any Durhams, or attorney Douglas A Carter show up nor did the Judge Poppen hold the attorney in contempt nor did she issue any Bench Warrants and neither did Judge Carrier when Douglas Carter didn't show up for the trial de novo <sup>(479.200. Trial de novo 1,2,3,4)</sup> so the Defendants Michele & Edgar Harris had to sit in the courtroom until everyone was finished. We showed up on time but this time 6/24/2025 Judge Carrier finally saw us in his court room 26 but was told by defendant the case was transferred to federal court. Judge Carrier said (I don't see it in pacer so just in case your case don't get picked up I'll set another Bench Trial in my court on 8/1/2025. Judge Poppen answered her own trial de novo and both Judges, Ron Carrier and Kirsten Poppen violated Appeals Trial De Novo (Title xxxii courts chapter 479 479.200 (see attachment) Judge Poppen is Bias, overt bias and Implicit Bias who had knowledge of this case and should have recused herself.

Statement  
United States 8<sup>th</sup> Circuit  
Court of appeals.

Michele Harris

316 N Ken Ave.

Springfield Mo 65802

Edgar Harris

316 N Ken Ave.

Springfield Mo 65802

Honorable Judge of the Court

Supreme Court of Missouri

207 West High Street Jefferson City,

Missouri 65101

Re: (Ruling on) Harris V. Sandra Durham

Case Number: 6-25-cv-03002 (Federal Court, Western District 8<sup>th</sup> Circuit) Filed January 3<sup>rd</sup>, 2025 (Honorable Judge M. Harpool) dismissed on the 14<sup>th</sup> of January 2025

Case Number: 2431-ACO 10191 (Filed Jan. 30<sup>th</sup> December 2025 (Circuit Court Division 24) (Dismissed counter claim for the Defendant's) February 6, 2025 (Honorable Kirsten E. Poppen)

The Purpose of this letter is to provide additional information or perspective that may be relevant to the judge's decision-making process.

Dear Honorable Judge's

RETALIATION:

We are Edgar and Michele Harris; we are both disabled and do not work anymore. We have contacted the landlord several time through out the year about the repairs that were supposed to be done before we moved in at 316 N ken Ave Springfield mo. 65802. Since the court date on February 6, 2025, for nonpayment of rent, the Harris Family Proved that their rent had been paid in full for the months in question, but our counter claim was denied by the judge Kirsten E. Poppen. (Proven with receipts to the court.) On Feb. 25<sup>th</sup> Tuesday 2025 about 8 O'clock in the morning we were awoken by the Springfield Police Department Looking for Paul Dean (who is a relative of the Durham family) on a warrant for his arrest.

The police told the Harris that they were not listed as residence living here, the police said Paul Dean and Patricia Durham's Name is on this residence as residence and the Harris are not. The police asked if we knew where her was after that, so we told the police try the landlord and gave the police the address to our landlord since we don't officially live here. Later that night On Feb. 25 Tuesday 2025, Larry Durham Came to our resident about 615 pm, in a red dodge pickup truck and posted a past due notice on our front door as though we were late on rent. The Harris family tried to call Larry Durham back while he was on his way back to his Pickup truck and he ran, jumped in his truck and left. So immediately after that I texted Sandra Durham and told her I was texting her because I didn't want her to be blindsided again, (Sandra Durham's Grandson, James Durham Has a drug problem and Grandma tried to give him a job and he stole from her.) (Tenants Rent Money, some were already evicted by the Durham family because they had no receipts). Wednesday at 10:15 am I get a text from Sandra Durham Asking if it would be alright to send someone over to assess the house from repairs to be done at our residence. WE agreed and the someone That Sandra Durham Sent over was her son Larry Durham. Later I get another text at 1:10pm Saying someone will be over tomorrow by noon. Larry Durham showed up Friday in his red pickup truck and sat in your driveway without getting out, for about 25 min until another person pulled up. James Durham is Larry Durham oldest son and upon his visit Larry Durham kept repeatedly asking how we (Harris family) got the judge to rule in our favor. We repeatedly told him receipts. Larry Durham didn't come to fix anything at this house, he only came to keep asking about how his son has a drug habit and how did we beat them in court and repeatedly saying his family didn't get any money from the Harris family and in the next breath Larry states how his son James Durham can't do anything right. On Sunday March 2, 2025, Edgar Harris and I were opening the curtains in the living room and in front of our house was a man slumped over in a red dodge pickup truck looking like they were on the phone or sleep because it was about 530 am and when we opened the front door the truck took off. The Harris Family is asking the court to look at this case and see the evidence is more than enough to prove we are clearly being harassed by the Durham family. The Durhams can't swallow the pill of loss in court by the Harris family. The Durham family is sitting in front of our residence and driving by our house, and it scares our family because we don't know what to think when someone just can't stomach their oldest child has stolen from their grandparents and him. Especially when Dad (Larry Durham) finds out in court that James Durham brought a gun to the Harris house to collect rent. There is a usb drive to back up all allegations from Larry's conversation at the Harris resident. On March 3<sup>rd</sup>, 2025, Michele Harris received a friend request on Facebook from Sandra Durham which is scary compared to how she is handling the situation sending her son and no work being done at this point we fear for our lives we don't know what this family will do.

rent had been paid in full for the months in question, but our counter claim was denied by the judge Kirsten E. Poppen. (Proven with receipts to the court.) On Feb. 25<sup>th</sup> Tuesday 2025 about 8 O'clock in the morning we were awoken by the Springfield Police Department Looking for Paul Dean (who is a relative of the Durham family) on a warrant for his arrest. The police told the Harris that they were not listed as residence living here, the police said Paul Dean and Patricia Durham's Name is on this residence as residence and the Harris are not. The police asked if we knew where her was after that, so we told the police try the landlord and gave the police the address to our landlord since we don't officially live here. Later that night On Feb. 25 Tuesday 2025, Larry Durham Came to our resident about 615 pm, in a red dodge pickup truck and posted a past due notice on our front door as though we were late on rent. The Harris family tried to call Larry Durham back while he was on his way back to his Pickup truck and he ran, jumped in his truck and left. So immediately after that I texted Sandra Durham and told her I was texting her because I didn't want her to be blindsided again, (Sandra Durham's Grandson, James Durham Has a drug problem and Grandma tried to give him a job and he stole from her.) (Tenants Rent Money, some were already evicted by the Durham family because they had no receipts). Wednesday at 10:15 am I get a text from Sandra Durham Asking if it would be alright to send someone over to assess the house from repairs to be done at our residence. WE agreed and the someone That Sandra Durham Sent over was her son Larry Durham. Later I get another text at 1:10pm Saying someone will be over tomorrow by noon. Larry Durham showed up Friday in his red pickup truck and sat in your driveway without getting out, for about 25 min until another person pulled up. James Durham is Larry Durham oldest son and upon his visit Larry Durham kept repeatedly asking how we (Harris family) got the judge to rule in our favor. We repeatedly told him receipts. Larry Durham didn't come to fix anything at this house, he only came to keep asking about how his son has a drug habit and how did we beat them in court and repeatedly saying his family didn't get any money from the Harris family and in the next breath Larry states how his son James Durham can't do anything right. On Sunday March 2, 2025, Edgar Harris and I were opening the curtains in the living room and in front of our house was a man slumped over in a red dodge pickup truck looking like they were on the phone or sleep because it was about 530 am and when we opened the front door the truck took off. The Harris Family is asking the court to look at this case and see the evidence is more than enough to prove we are clearly being harassed by the Durham family. The Durhams can't swallow the pill of a loss in court by the Harris family. The Durham family is sitting in front of our residence and driving by our house, and it scares our family because we don't know what to think when someone just can't stomach their oldest child has stolen from their grandparents and him. Especially when Dad (Larry Durham) finds out in court that James Durham brought a gun to the Harris house to collect rent. There is a usb drive to back up all allegations from Larry's conversation at the Harris resident.

Respectfully,

Edgar Harris x [Signature]

Michele Harris x [Signature]

Notary Sign x Alexandra Hill

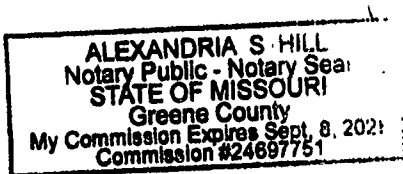
Subscribed and sworn to before  
me, a notary public in Springfield  
Greene county, Missouri  
on the 4th day of March 2025

County/City of \_\_\_\_\_ Commonwealth of \_\_\_\_\_  
I hereby certify that the attached document is a true and correct  
a Court Document \_\_\_\_\_ presented to me  
(type of document)

me this 4 day of March 2025  
Alexandra Hill

Notary Public

My Commission Expires Sept 8 2025



UNITED STATES COURT OF APPEALS  
FOR EIGHTH CIRCUIT

PLAINTIFF(S) EDGAR HARRIS ET AL...

V.

SANDRA DURHAM ET AL...

THIS CASE IS IN REFERENCE TO EDGAR HARRIS ETAL..V. STATE OF MISSOURI CASE NUMBER 25-2801 BECAUSE BOTH CASES EDGAR HARRIS V SANDRA DURHAM AND EDGAR HARRIS V STATE OF MISSOURI HAS MAIL FRAUD BECAUSE CLERK AMY (LAST NAME UNKNOWN) SAID THE CASES, EDGAR HARRIS V SANDRA DURHAM AND EDGAR HARRIS V STATE OF MISSOURI WERE NOT THERE AND EIGHTH CIRCUIT DOES NOT HAVE THE CASE, SO WE SPOKE TO THE CASE MANAGER THAT AMY TRANSFERRED US TO NAMED BETH (LAST NAME UNKNOWN) SAID THE CASE #25-2801 IS STILL CURRENTLY OPEN BUT CASE MANAGER OF THESE CASE NIKKI (LAST NAME UNKNOWN)WHOME CALLED THE HARRIS ON FEBRUARY 19, 2026 SAID STATE CASE IS CLOSED. THE PLAINTIFFS ARE AWARE OF THIS EXCEPT THE LOWER COURTS, CIRCUIT COURT 31ST JUDICIAL COURT CASE NUMBER 2531-MU00015 FOR JUDGE POPPEN AND CASE NUMBER FROM 2024 2004358059 ORIGINAL CASE NUMBER) IS JUDGE MERCER, THIS IS WHERE HE PUT HIS RULING ON DECEMBER 1, 2025 STATING HE HAD NO AUTHORITY TO APPROVE THE IFP AFTER HE ALREADY SAID HE WANTED TO HEAR THE CASE ANYWAY. JUDGE MERCER OFFERED THE TRIAL DE NOVO OUT OF HIS ERROR BECAUSE HE HAD NO AUTHORITY. SO MY CASE WAS TRANSFERRED TO CIRCUIT COURT 31ST JUDICIAL COURT TO JUDGE POPPEN EVEN THOUGH JUDGE MERCER SENT A ORDER TO JUDGE POPPEN STATING HE HAD NO AUTHORITY TO GRANT THE IFP AFTER HE STARTED TO HEAR THE CASE FOR A YR ALREADY AND PROSECUTOR REAGN WRIGHT WENT TO JUDGE MERCER AND TOLD JUDGE MERCER AFTER AND ALL THE DEFENDANTS IN THE PROSECUTING ATTORNEYS OFFICE HAD BEEN SERVED INCLUDING THE CLERKS FOR SPOILATION AND JUDGE MERCER HIMSELF. AND THE ONLY REASON JUDGE WENDY GARRISON DIDNT GET SERVED BECAUSE JUDGE GARRISON TOLD REAGAN WRIGHT AFTER THEY SAW THE BUSINESS LICENS NEEDED FOR THE TYPE OF BUSINESS I WAS RUNNING AND ALL OTHER CREDENTIALS AS WENDY GARRISON STATED TO REAGAN WRIGHT THAT THIS CASE IS RACIAL DISCRIMINATION AT ITS FINEST AND WE NEVER SAW JUDGE GARRISON AGAIN. WHEN WE ASKED FOR HER AT THE CLERKS OFFICE JUDGE GARRISON REFUSED TO COME OUT TO THE COURT ROOM BUT SAID IT WAS OKAY FOR US TO GO IN TO BE NOW HEARD BY JUDGE MERCER. (SEE EXHIBITS). NOW VICTORIA MARSZALIK IS ASKING THE 31ST JUDICIAL CIRCUIT COURT TO TRANSFER THE CASE BACK TO THE MUNICIPAL COURT AND ASKING JUDGE POPPEN TO DISMISS THE TRIAL DE NOVO EVEN THO JUDGE POPPEN GRANTED MR HARRIS IFP AND SHE HAS NO JURISDICTION TO EVEN DO SO.

MOTION WRIT OF EXECUTION CEASED AND DESIST

I AM A LEGALLY BLIND MAN WRITING TO THE COURTS TO DEMAND THAT IMMEDIATELY JUDGE KIRSTEN POPPEN CEASE AND DESIST FOR DOUBLE JEOPARDY, FORGING OF DOCUMENT PROOF IN EVIDENCE, VIOLATION OF DUE PROCESS, 5TH AMMENDMENT, DOUBLE JEOPARDY CLAUSE, JUDGE OVERREACH, PROSECUTOR MISCONDUCT, HARRASSMENT, FAILURE TO COMPLY WITH PREVIOUS JUDGES ORDER. JUDGE POPPEN IS CURRENTLY PROSECUTING EDGAR HARRIS IN THE CIRCUIT COURT IN SPRINGFIELD MISSOURI, 31ST JUDICIAL CIRCUIT COURT. IF YOU LOOK AT THE DOCKET SHEET ATTACHED YOU'LL SEE ALL THE BENCH TRIALS SINCE 2024 AND JUST RECENTLY THE PROSECUTOR KNEW THE CASE WAS TRANSFERRED TO THE WESTERN DISTRICT COURT OF MISSOURI. BUT WHEN JUDGE MERCER PUT A RULLING DOWN STATNG MR HARRIS IS GUILTY

The Plaintiffs Forma Pauperis is authorized in federal courts by 28 U.S.C. 1915 which means the federal court of western district southern division in Springfield Missouri has Jurisdiction to hear the case and when a case is transferred to another case with merit and still has a open court date that didn't close out in the lower court causing the Plaintiffs Double Jeopardy (McElrath v. Georgia (2024).

Barvick, 15 Kan. L. Rev., supra at 539 Adkins v. E.I. DuPont De Nemours & Co., 335 U.S. 331, 339, 93 L. Ed. 43, 69 S. Ct. 85 (1948),

The United States Supreme Court said:

We cannot agree with the court below that one must be absolutely destitute to enjoy the benefit of the statute. We think an affidavit is sufficient which states that one cannot because of this poverty "pay or give security for the costs ... and still be able to provide" himself and dependents "with the necessities of life." To say that no persons are entitled to the statute's benefits until they have sworn to contribute to payment of costs, the last dollar they have or can get, and thus make themselves and their dependents wholly destitute, would be to construe the statute in a way that would throw its beneficiaries into the category of public charges.

[3] See Barvick, 15 Kan. L. Rev., supra at 539. He says, speaking of the poor in general: "[A proposed] program should educate the poor regarding existing laws, provide, through lawyers, representation and counseling where needed, and take steps to remedy injustice where the law and its administration have treated the poor unjustly. As one of the causes of poverty may be the social relationship of the poor to the rest of the community, these relationships should be examined and when necessary, steps should be taken to change them.

In Adkins v. E.I. DuPont de Nemours & Co., 335 U.S. 331, 339, 93 L. Ed. 43, 69 S. Ct. 85 (1948), the United States Supreme Court said:

We cannot agree with the court below that one must be absolutely destitute to enjoy the benefit of the statute. We think an affidavit is sufficient which states that one cannot because of this poverty "pay or give security for the costs ... and still be able to provide" himself and dependents "with the necessities of life." To say that no persons are entitled to the statute's benefits until they have sworn to contribute to payment of costs, the last dollar they have or can get, and thus make themselves and their dependents wholly destitute, would be to construe the statute in a way that would throw its beneficiaries into the category of public charges.

Judge Harpool has shown and proven that he should have recused himself (Process Clause of the Constitution, making recusal a requirement to ensure fairness.) (Caperton v. Massey (2009) Trump V. Casa Ruling) knowing about a previous case (6:25-cv-03002) and mentioned it in the new case with new evidence showing that the Durhams has breached their Lease contract, had two major violations dealing with a gas leak never fixed and a dangerous building sign put on our house, and tried to evict the Plaintiffs. The Plaintiff Edgar Harris also has injuries sustained on the property as well. (see medical records.) (Landlord negligence is a landlord's failure to fulfill their legal duty to provide a safe, habitable property, leading to tenant harm, such as injuries from unsafe conditions

like broken stairs or inadequate security, which the Plaintiffs clearly has proven in the lower courts by Sandra Durham's own Omission on court transcripts on case (2431-AC10191) from December 31, 2024 filing in the 31st judicial Circuit Court .The clerks at the western district court didn't allow the Plaintiffs to turn in the evidence in the western district southern division court when the application for Forma Pauperis was presented to the clerk and the Plaintiffs say they have never had a court not take our evidence when turning in our Forma Pauperis. This case was also transferred to the western district court and printed on the docket and paperwork turned in to the court clerks. (Clerk spoliation" refers to the loss, destruction, or alteration of evidence by a court clerk that could be relevant to a legal case.)

the eighth circuit also acted under the color of law by accepting our papers of Forma Pauperis, stamping all the paperwork on July 25, 2025, including the complaints on the judges, Harpool and Judge Poppen, that is enclosed in this statement for evidence. The paperwork was then put on Susan Bendlers desk according to the other clerk Crystal (last name unknown) Crystal then advised the Plaintiffs to mail back the paperwork and the return receipts so she can see that our applications had been received at an earlier date of July 25th 2025. So the Plaintiffs mailed the forms that Crystal asked to mail back to the eighth circuit, the clerk named and Anthony Wells signed the receipts, Susan Bendler received the paperwork again and then forwarded the application back to the Western District Court for a appeal to be filed even after the plaintiffs explained to the eighth circuit clerk that the Judge is not going to hear this case but the clerk sent the application anyway. to the western district court southern division. The Western Division Denied the forma pauperis once again by Judge Harpool, even tho it was granted on the transfer case to judge harpool's court. Judge Harpool denied due process by not allowing the case to be heard or even let the defendant respond to the forma paupers date that was due on 08/22/2025 but Judge harpool denied the forma pauperis on 08/13/2025 without the defendant answering the court or responding to a lawsuit being filed against them. So the case was suppose to back to the 8th circuit according to the clerk Beth that says she is the only clerk with that name and refusing to give her last name and refusing to allow the plaintiffs to speak to susan bender or crystal on 08/21/2025, and stated that after the appeal in the western district court, the western district is then suppose to forward it back to the 8th circuit appeals court but had not received the transfer as of 08/21/2025 from the time the appeal was denied on 08/13/2025. Nothing was said in the order about the trial De Novo, or if the case is dismissed or even if the plaintiffs did have the money the judge is still violating due process by not offering the plaintiffs the actual financial burden of how much it would cost in th order judgement. In judge harpools order he didnt even write any case laws as to why the forma pauperis was denied, Judge harpool said "The Court again finds Plaintiffs' Application to Proceed Without Paying Fees or Costs establishes Plaintiffs are unable to pay filing fees and court costs associated with bringing their appeal. However, the Court also finds Plaintiffs' filing does not set forth a basis for granting leave to appeal IFP. As stated in the Court's previous Order, Plaintiffs fail to state a claim that can proceed in this Court and the Court finds no allegations that

state a claim, nonetheless a claim that would have federal jurisdiction.) if we could pay (which we cant we are disabled but. Susan Bendler had previously written letters to the Plaintiffs that is currently enclosed in this statement as evidence. Susan Bendler has also responded in the letters addressed to the Plaintiffs that she will not be prosecuting any judges for any misconduct in their office of the 8th circuit court of appeals. Susan Bendler has Violating due process means breaking the legal obligation under the Fifth Amendment and the Fourteenth Amendment of the U.S. Constitution, which state that no one can be deprived of life, liberty, or property without due process of law. This violation can involve specific procedural violations, such as a lack of notice or opportunity to be heard, or substantive violations, where a fundamental right is denied.

A certified mail with return receipt was received by a clerk of the court by the name of (Anthony Wells) on 07/29/2025, and on 08/08/2025. Susan E. Bindler is the current Clerk of Court for the United States Court of Appeals for the Eighth Circuit. She was appointed to this role, effective March 10, 2025, filling the vacancy left by the retirement of Michael E. Gans.

The Clerk of Court's office for the Eighth Circuit is located in the Thomas F. Eagleton United States Courthouse in St. Louis, Missouri. There is also a satellite office in St. Paul, Minnesota at the Warren E. Burger Federal Building and Courthouse.

As Clerk of Court, Ms. Bindler's duties include a range of responsibilities focused on managing the court's business, such as:

1. Case management and the processing of appeals.
2. Maintaining court records and managing the court calendars.
3. Long-range strategic planning and policy development
4. Budget oversight and human resources management.
  - A. Role of Court Clerks: Court clerks play a crucial role in managing court documents and exhibits, including ensuring they are properly filed, stored, and accessible.
  - B. Duty to Preserve Evidence: This responsibility includes a duty to preserve evidence that may be relevant to potential or ongoing litigation.

Spoliation as a Breach of Duty: When a court clerk's actions (intentional or negligent) lead to the loss or destruction of such evidence, it constitutes spoliation.

Once you have different departments like the eighth circuit and the western district and the 31st Judicial circuit courts acting under the color of law, This concept is crucial in civil rights cases, where government officials (like police officers) or private individuals acting with state authority abuse their power to deprive others of constitutional rights. Violations can lead to criminal penalties under federal statutes like 18 U.S.C. § 242 and civil liability.

Section 242 of Title 18 makes it a crime for a person acting under color of any law to willfully deprive a person of a right or privilege protected by the Constitution or laws of the United States.

For the purpose of Section 242, acts under "color of law" include acts not only done by federal, state, or local officials within their lawful authority, but also acts done beyond the bounds of that official's lawful authority, if the acts are done while the official is purporting to or pretending to act in the performance of his/her official duties. Persons acting under color of law within the meaning of this

statute include police officers, prisons guards and other law enforcement officials, as well as judges, care providers in public health facilities, and others who are acting as public officials. It is not necessary that the crime be motivated by animus toward the race, color, religion, sex, handicap, familial status or national origin of the victim.

TITLE 18, U.S.C., SECTION 242

*Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, ... shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.*

*Following up with coercion on how the western district court would put on the top of the paper work In bold letters to the eighth circuit saying "WARNING"*

UNITED STATES V. PINKERTON 1946 (SUPREME COURT) act. *Id.*, 328 U.S. at 647, 66 S.Ct. at 1184

The rule of *Pinkerton* does service where the conspiracy is one to commit offenses of the character described in the substantive charges. *Nye & Nissen*, 93 LEd. 2d 919

(The Court's Ruling: The admission of evidence of similar crimes was relevant to show a consistent pattern of conduct.)(United States Supreme Court)

upon all the allegations submitted by the plaintiffs to be true, the plaintiffs also have a USB drive with conversations from Larry Durham stating his son James Durham has stolen money from tenant before and the family covered it up but still evicted the tenants, and that is what the Durhams have tried to do the the Harris family by even losing in court to the Harris family retaliation over and over again because the Durhams didn't want to put the money into the house as promised to the Harris family Sandra Durham made deals with the Harris family and told her other family and workers something different, like when the Harris and James Durham went to court James was under oath when the 2000 dollars of our rent money came up missing for the month of November when the utility company shut off our electric illegally November 25th 2024, and our gas was shut off by city utilities because of a gas leak and red tagged it. When they came to turn our electricity back on and the Durhams all were aware and on December 24th 2024 our utilities with payment was shut off again. The Durhams filed an eviction on December 31 2025, my rent according to the evidence presented in the evidence and Sandra Durham's written word and under oath statement in court,because Sandra Durham didn't prorate the rent on the 15th of the month when the Harris

moved in, Sandra Durham agreed for the Harris to pay on the first of the month because of social security pay days,

Conclusion

The petition for a Writ of Certiorari should be granted." "For the aforementioned reasons, the Petitioners respectfully ask the Court to overturn the decision of the United States Court of Appeals for the Second Circuit, as well as to overturn the decision of the United States Courts Western District Southern Division and the decisions made in the 31st judicial circuit court. After all the showing up in the courts and being violated to the fullest of there of, with humiliation, mental anguish.

The Plaintiffs with respect are asking the court to grant our damages in the amount of \$750.000,000,000 Billion Dollars and overturn all lower court decisions.

Respectfully,

Edgar Harris

Michele Harris

**United States Court of Appeals**  
***For The Eighth Circuit***  
Thomas F. Eagleton U.S. Courthouse  
111 South 10th Street, Room 24.329  
**St. Louis, Missouri 63102**

**Susan E. Bindler**  
***Clerk of Court***

**VOICE (314) 244-2400**  
**FAX (314) 244-2780**  
**[www.ca8.uscourts.gov](http://www.ca8.uscourts.gov)**

March 25, 2026

Edgar Harris  
2754 S. Stewart Street  
Springfield, MO 65804

Michele Kimberly Harris  
2754 S. Stewart Street  
Springfield, MO 65804

RE: 26-1020 Edgar Harris, et al v. Sandra Durham, et al

Dear Edgar Harris and Michele Harris :

Enclosed is a copy of the dispositive order in the referenced appeal. Please note that FRAP 40 of the Federal Rules of Appellate Procedure requires any petition for rehearing to be filed within 14 days after entry of judgment. Counsel-filed petitions must be filed electronically in CM/ECF. Paper copies are not required. This court strictly enforces the 14 day period. Except as provided by Rule 25(a)(2)(iii) of the Federal Rules of Appellate Procedure, **no grace period for mailing is granted** for pro-se-filed petitions. A petition for rehearing or a motion for an extension of time must be filed with the Clerk's office within the 14 day period.

Susan E. Bindler  
Clerk of Court

JES

Enclosure(s)

cc: Paige A. Wymore-Wynn

District Court/Agency Case Number(s): 6:25-cv-03173-MDH

*Appendix  
C*

**United States Court of Appeals**  
***For The Eighth Circuit***  
Thomas F. Eagleton U.S. Courthouse  
111 South 10th Street, Room 24.329  
**St. Louis, Missouri 63102**

**Susan E. Bindler**  
*Clerk of Court*

**VOICE (314) 244-2400**  
**FAX (314) 244-2780**  
**[www.ca8.uscourts.gov](http://www.ca8.uscourts.gov)**

February 25, 2026

Edgar Harris  
2754 S. Stewart Street  
Springfield, MO 65804

RE: 26-1020 Edgar Harris, et al v. Sandra Durham, et al

Dear Appellant:

Please find enclosed the new caption for the above appeal. This new caption removes Myla Walker as a party to this appeal.

Susan E. Bindler  
Clerk of Court

RDB

Enclosure(s)

cc: Michele Kimberly Harris

District Court/Agency Case Number(s): 6:25-cv-03173-MDH

Appendix  
D P1,2,3

**Caption For Case Number: 26-1020**

**February 25, 2026**

District Court/Agency Case Number(s): 6:25-cv-03173-MDH

**Edgar Harris; Michele Kimberly Harris**

**Plaintiffs - Appellants**

**v.**

**Sandra Durham; S&J Holdings; Jerry Durham; James Durham; Larry Durham; Kirsten Poppen; Margaret Palmietto; Douglas Lee Carter**

**Defendants - Appellees**

**Court**

1 message

**Myla Walker** <mwalker333@icloud.com>

To: mikki197252@gmail.com

Sat, Feb 21, 2026 at 2:16 PM

To whomever it may concern to the courts I am not a plaintiff in the case I was just a third party state homecare nurse at the time of residency in case number 25-2801 I no longer reside at the Harris resident.

Thank you,  
Myla Walker

Appendix  
D P3

UNITED STATES COURT OF APPEALS  
*for the Eighth Circuit*

Thomas F. Eagleton U.S. Courthouse  
111 South 10th Street, Room 24.329  
St. Louis, Missouri 63102

Susan E. Bindler  
Clerk of Court

VOICE (314) 244-2400  
FAX (314) 244-2780  
[www.ca8.uscourts.gov](http://www.ca8.uscourts.gov)

July 28, 2025

Edgar Harris  
2754 S. Stewart Ave  
Springfield, Missouri 65804

RE: Complaints Submitted on July 25, 2025

Dear Edgar Harris,

This office is in receipt of (1) a complaint form directed to United States District Judge Douglas Harpool, state judge David Carrier, state judge Kirsten Poppen, and state judge Margarete Palmietto; and (2) a second complaint form directed only to United States District Judge Douglas Harpool

This office processes complaints of misconduct and/or disability against **federal judges and magistrates of the Eighth Circuit only**. The chief judge of this court and the Judicial Council for the Eighth Circuit do not have the authority to investigate allegations of misconduct and/or disability against state court judges. Accordingly, no action will be taken on your complaint directed to the state court judges mentioned above.

In addition, under Eighth Circuit Rule 6A of the Rules for Judicial-Conduct and Judicial-Disability Proceedings, a statement of facts on which the claim is based may not exceed five pages in length. Because neither of your complaints complies with this rule, those complaints will not be filed, and we are returning them to you. You can review the rules on our website: <https://www.ca8.uscourts.gov/judicial-complaints>.

If you wish to file a complaint against a federal judge or magistrate judge in the Eighth Circuit, you may resubmit the attached complaint form, clearly identifying the judge against whom you wish to file a complaint, along with a statement of facts that does not exceed five pages in length, and that otherwise complies with the Rules for Judicial-Conduct and Judicial-Disability Proceedings.

Sincerely,

Susan E. Bindler  
Clerk of Court

Enclosure  
/jlg

Appendix E 12314

# JUDICIAL COUNCIL OF THE 8<sup>TH</sup> CIRCUIT

## COMPLAINT OF JUDICIAL MISCONDUCT OR DISABILITY

### COMPLAINT FORM

MAIL THIS FORM TO THE CLERK, UNITED STATES COURT OF APPEALS, 111 S. 10<sup>TH</sup> STREET, ROOM 24.329, ST. LOUIS, MO 63102. MARK THE ENVELOPE "JUDICIAL MISCONDUCT COMPLAINT" OR "JUDICIAL DISABILITY COMPLAINT." DO NOT PUT THE NAME OF THE JUDGE OR MAGISTRATE ON THE ENVELOPE.

- Complainant's name: Edgar HARRIS et al.  
Address: 2754 S. Stewart Ave.  
Springfield Missouri 65804  
Daytime telephone: 417 307-3482
- Judge or magistrate complained about:  
Name: Judge Douglas Harpoy/Judge Kirsten Poppen  
Court: Western District Southern Division / 31st Circuit  
Judge Margarete Palmietto / 31st Circuit
- Does the complaint concern the behavior of the judge or magistrate in a particular lawsuit or law suits?

☒ Yes      [ ] No

If "yes", give the following information about each lawsuit (use the reverse side if there is more than one):

Court: Western District Southern Division

Docket number: 6:2025cv 03173

Are (were) you a party or lawyer in the lawsuit?

☒ Party      [ ] Lawyer      [ ] Neither

If a party, give the name, address, and telephone number of your lawyer:

Prose

Docket number of any appeals to the \_\_\_\_th Circuit:

**RECEIVED**

JUL 25 2025

U.S. COURT OF APPEALS  
EIGHTH CIRCUIT

# United States Court of Appeals Eighth Circuit

Edgar HARRIS et al...  
Plaintiff/Petitioner

Sandra Durham & Holdings  
Defendant/Respondent et al...

Continuance #3

Court: 31~~st~~ Circuit  
Docket - 2431-AC10191

Court: 31<sup>st</sup> Circuit  
Docket - 2531-AC03819

Court: 31<sup>st</sup> Circuit  
Docket - 2531-AC03819-01

Court: Western District Southern Division  
Docket - 6:25cv03002

4. Have you filed any lawsuits against the judge or magistrate?

☒ Yes ☐ No

If "yes," give the following information about each lawsuit (use the reverse side if there is more than one):

Court: 31st circuit court / Judge Poppen

Docket number: 2431-AC10191, 2531-AC03819, 2531-AC03819-01

Present status of suit: Ongoing after trial de novo court set 8/1/2025

Name, address, and telephone of your lawyer: N/A

PROSE

Time: 8am

Court to which any appeal has been taken: 31st circuit

Docket number of the appeal: 2531-AC03819-01

Present status of appeal: Transferred to Missouri Western District Southern Division

5. On separate sheets of paper, not larger than 8 1/2 by 11 ", describe the conduct or the evidence of disability that is the subject of this complaint. See Rule 2(b) and 2(d). Do not use more than five (5) pages, single-sided only. Most complaints do not require that much.

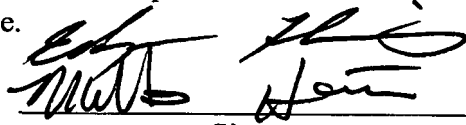
6. You should either:

- (1) check the first box below and sign this form in the presence of a notary public; or
- (2) check the second box and sign the form. You do not need a notary public if you check the second box.

☒ I swear (affirm that)-----

☐ I declare under penalty of perjury that-----

- (a) I have read Rules 1 and 2 of the Rules Governing Complaints of Judicial Misconduct and Disability, and
- (b) The statements made in this complaint are true and correct to the best of my knowledge.



Signature

Executed on

7/19/2025

Date

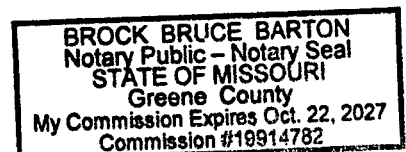
Sworn and subscribed to before me 07-19-2025

Date



Notary Public

My commission expires: 12/22/2027



# United States Court of Appeals Eighth Circuit

Edgar Harris et al... )  
Plaintiff/Petitioner )

Sandra Durham; S:J Holdings  
et al... )  
Defendant/Respondant )

Continuence #4

① Court: 31<sup>st</sup> Circuit Court / Judge Carrier

Docket Number - 2431-AC10191

Present Status of Suit. After transfer to federal court

Judge Carrier still set a court date for 8/1/2025 8 AM

Knowing A trial de nova was transferred to federal court.

② Court Western District Southern Division / Judge Harpold

Docket Number - 6:25-CV-03002, 6:2025CV03173

Present Status of Suit. Forma pauperius Denied, case dismissed.

③ Court 31<sup>st</sup> Circuit / Judge Palmietto

Docket Number - 2431-AC10191

Present Status of Suit. Ongoing trial set 8/1/2025  
Time: 8am

Name of lawyers

PRO SE

**United States Court of Appeals**

*for the Eighth Circuit*

Thomas F. Eagleton U.S. Courthouse

111 South 10th Street, Room 24.329

**St. Louis, Missouri 63102**

Susan E. Bindler  
Clerk of Court

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August 8, 2025

Court Executive, U.S. District Court  
222 N. John Q. Hammons Parkway  
Springfield, MO 65806

In re: Edgar S. Harris

Dear Clerk,

Please find enclosed a pleading that could be construed as a notice of appeal. If your court construes it as such, please file it as of the date received in our court, August 8, 2025.

The parties are advised that sending documents to the appellate court that should be filed in the district court only results in a delay as they must then be forwarded to the appropriate court for filing.

Should you require further assistance in this matter, please do not hesitate to contact our office.

Sincerely,

Susan E. Bindler  
Clerk of Court

cjo

Edgar S. Harris  
2754 S. Stewart Street  
Springfield, MO 65804

Appendix F

# Exhibit 3 A-O

- A Dr office visit Edgar Harris (born Akilis)
- B Notice to move out
- C Lease up
- D Tenant Termination letter
- E Hotel Bill for Harris stay / Utility Bill
- F Rental lease
- G Deposit money receipts
- H Receipt
- I Landlord responsibility letter
- J Sandra Durham phone text
- K Pinkerton liability Rule
- L James Durham (JC) phone text
- M Electric Reimbursement
- N Picture of Edgar on floor w/leg stuck in hole
- O Picture of Edgar shoe inside hole in floor where he fell in
- P Honor oath Taken letter to courts

Name: Edgar S Harris | DOB: 10/8/1973 | MRN: E1404631230 | PCP: Raja Anand, MD | Legal Name: Edgar S Harris

Exhibit  
A 1234

## Office Visit - Nov 04, 2024

with Physician Assistant C Weatherford at Mercy Clinic Internal Medicine-Whiteside

## Notes from Care Team

## Chief Complaint

Patient presents with

- Follow Up

The medical record reflects the History of Present Illness as obtained by myself in discussion with the patient.

Edgar S Harris is a 51 y.o. male presenting for left neck, shoulder, elbow, and hand pain after falling through a balcony about 4 months ago. He reports intermittent tingling in first web space on left hand. He was seen for this 7/22, when the majority of the pain was in the right knee and back. Lumbar and right knee Xrays were normal at that time. He reports the LUE pain is constant and stabbing. He has tried lidocaine patches and gabapentin without relief.

|                               | ICD-10-CM | ICD-9-CM |
|-------------------------------|-----------|----------|
| 1. Neck pain on left side     | M54.2     | 723.1    |
| 2. Chronic left shoulder pain | M25.51    | 719.41   |
|                               | 2         |          |
|                               | G89.29    | 338.29   |
| 3. Declined influenza vaccine | Z28.21    | V64.06   |

## Current Outpatient Medications

| Medication                                                                    | Sig                                                     | Dispense    | Refill |
|-------------------------------------------------------------------------------|---------------------------------------------------------|-------------|--------|
| • budesonide-formoterol (SYMBICORT) 160-4.5 mcg/actuation HFA Aerosol Inhaler | Take 2 Puffs by inhalation 2 times daily.               |             |        |
| • hydroxyzine pamoate (VISTARIL) 25 mg capsule                                | Take 25 mg by mouth daily.                              |             |        |
| • sildenafil (VIAGRA) 25 mg tablet                                            | Take 25 mg by mouth 1 time daily as needed.             |             |        |
| • capsaicin (ZOSTRIX) 0.025 % Cream                                           | Apply to affected area see administration instructions. |             |        |
| • gabapentin (NEURONTIN) 300 mg capsule                                       | Take 1 Capsule (300 mg) by mouth 3 times daily.         | 270 Capsule | 3      |
| • famotidine (PEPCID) 40 mg tablet                                            | Take 1 Tablet (40 mg) by mouth 2 times daily.           | 60 Tablet   | 2      |
| • divalproex (DEPAKOTE) 250 mg Delayed Release tablet                         | Take 3 Tablets (750 mg) by mouth 3 times daily.         | 270 Tablet  | 11     |
| • prazosin (MINIPRESS) 2 mg                                                   | Take 1 Capsule (2 mg)                                   | 90 Capsule  | 3      |

|                                                                               |                                                                         |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| capsule                                                                       | by mouth daily at bedtime.                                              |
| • venlafaxine (EFFEXOR XR) 75 mg capsule (75 mg) by mouth daily. 30 Capsule 3 |                                                                         |
| capsule                                                                       |                                                                         |
| • ziprasidone (GEODON) 20 mg Capsule                                          | Take 1 Capsule (20 mg) by mouth 2 times daily with meals. 180 Capsule 3 |
| • busPIRone (BUSPAR) 30 mg Tablet                                             | Take 30 mg by mouth 2 times daily.                                      |

No current facility-administered medications for this visit.

#### Patient Active Problem List

| Diagnosis                                        | Code    |
|--------------------------------------------------|---------|
| • Sick cell trait                                | D57.3   |
| • Seizure disorder                               | G40.909 |
| • Simple chronic bronchitis                      | J41.0   |
| • Osteoarthritis of lumbar spine with myelopathy | M47.16  |
| • Schizoaffective disorder, depressive type      | F25.1   |
| • Posttraumatic stress disorder                  | F43.10  |

Allergies: Aspirin and Nsaids (non-steroidal anti-inflammatory drug)

No past medical history on file.

#### Past Surgical History:

| Procedure                                   | Laterality | Date |
|---------------------------------------------|------------|------|
| • HX SURGICAL OTHER<br>Jaw fracture surgery |            |      |

#### Social History

Social History Narrative  
Married.

#### Social History

##### Tobacco Use

- Smoking status: Every Day
- Current packs/day: 0.50
- Types: Cigarettes
- Smokeless tobacco: Never

##### Vaping Use

- Vaping status: Never Used

##### Substance Use Topics

- Alcohol use: Not Currently
- Drug use: Yes
- Types: Marijuana
- Comment: smokes marijuana daily for diagnosed PTSD

Blood pressure 98/64, pulse 68, temperature 98.4 °F (36.9 °C), temperature source Temporal, height 6' (1.829 m), weight 107.3 kg (236 lb 8 oz), SpO2 98%.  
Body mass index is 32.08 kg/m<sup>2</sup>.

#### Physical Examination:

#### Physical Exam

##### HENT:

Head: Normocephalic and atraumatic.

##### Cardiovascular:

Rate and Rhythm: Normal rate and regular rhythm.

Pulses: Normal pulses.

Pulmonary:

Effort: Pulmonary effort is normal.

Breath sounds: Normal breath sounds.

Musculoskeletal:

Comments: Neck: Neck has full active ROM. No bony tenderness or deformity noted.

Tenderness noted to the left paraspinal muscles in the cervical region.

Left shoulder: Range of motion limited secondary to pain. No swelling or deformity noted.

Technically difficult exam as patient had pain during all tests, including crossover test,

Neer test, and painful arc. Decreased strength noted on the left with empty can test.

Left elbow and wrist have full active range of motion.

Neurological:

Mental Status: He is alert.

**ASSESSMENT AND PLAN:**

|                               | ICD-10-CM        | ICD-9-CM         |                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Neck pain on left side     | M54.2            | 723.1            | <b>XR CERVICAL SPINE 2 OR 3 VIEWS</b> ordered for further evaluation. Apply warm compress intermittently. Take analgesics as needed. Maintain good posture.                                                                                                                                                                                                                   |
| 2. Chronic left shoulder pain | M25.51<br>G89.29 | 719.41<br>338.29 | <b>XR SHOULDER 2+ VW LEFT</b><br><b>AMB REFERRAL TO SPORTS MEDICINE</b><br>X-ray ordered for further evaluation. Exercise handout provided. Patient has decreased strength on the left with empty can test. Referral placed to sports medicine for further evaluation. Continue Tylenol as needed. Patient has allergy to NSAIDs. Apply warm or cool compress intermittently. |
| 3. Declined influenza vaccine | Z28.21           | V64.06           | After discussion of benefits of influenza vaccination, patient declines at this time.                                                                                                                                                                                                                                                                                         |

**Orders Placed This Encounter**

- XR SHOULDER 2+ VW LEFT
- XR CERVICAL SPINE 2 OR 3 VIEWS
- Referral to Sports Medicine Springfield - First Available

There are no discontinued medications.

Courtney B Weatherford, PA-C

Edgar S. Harris

## Instructions from Nurse Practitioner G Bonner



Pick up these medications at WALGREENS DRUG STORE #05287 - SPRINGFIELD, MO - 1155 E SAINT LOUIS ST AT NATIONAL AVE & ST LOUIS

**gabapentin**

Address: 1155 E SAINT LOUIS ST SPRINGFIELD, MO 65804-2527  
Phone: 417-885-3302  
Address: 1155 E SAINT LOUIS ST SPRINGFIELD, MO 65804-2527  
Phone: 417-885-3302



Referral made today  
**US VENOUS DOPPLER LEG RIGHT**

**AMB REFERRAL TO SPORTS MEDICINE**  
Address: Mercy Clinic Orthopedics - Orthopedic Hospital  
Address: 3050 E River Bluff Blvd OZARK MO 65721-8807  
Phone: 417-885-3000



Imaging ordered today  
**XR KNEE 3 VW RIGHT**  
Comments directed by your provider.

**XR LUMBAR SPINE 2 OR 3 VW**



You saw Nurse Practitioner G Bonner on Monday July 22, 2024. The following issue was addressed: Acute pain of right

knee.

|                |        |
|----------------|--------|
| Blood Pressure | 30.73  |
| Weight         | 6'     |
| Height         | 226 lb |
| Weight         | 9.6 oz |
| Heart Rate     | 73     |
| SpO2           | 98%    |

**Mercy Clinic Internal  
Medicine-Whiteside**

2115 S HENRY BOULE  
2000  
SPRINGFIELD, MO  
65804-2235  
417-820-5600

**Monday November 4 8:20 AM  
(Arrive by 8:05 AM)**

Address: 2115 S HENRY BOULE  
2000  
SPRINGFIELD, MO 65804-2235  
Phone: 417-820-5600

**Aspirin**  
**Nsaids (Non-Steroidal Anti-Inflammatory Drug)**

**Reactions**  
**Anaphylaxis**  
**Unknown**

View your After Visit Summary and more online at

Exhibit B

NOTICE OF MOVE-OUT INSPECTION

Pursuant to Missouri law, you have the right to be present for your move-out inspection of the residence located at 316 W Ken Spr MO. Notice is hereby given that said inspection will take place on May 18 at 2:00 pm.

May 16, 2025 2:00 pm

Sandra Durham

Sandra Durham

---

Sandra Durham, 10177 N Farm Rd 137, Brighton MO 65617

Edgar Harris

316 N Ken

Springfield MO 65802

RE: Not renewing lease

**Lease will be up on May 15, 2025, we will not be renewing this lease, you will need to vacant by that date.**

**This will include any other occupants.**



**Sandra Durham**

**417-770-1066**

*Exhibit  
Retaliation  
C 7/2*

AIR



Sandra Durham  
10177 N Farm Road 137  
Brighton, MO 65617-9449

AAAAAAAAAAAAAAAA  
AAAAAAAAAAAAAAAA  
AAAAAAAAAAAAAAAA

SPRINGFIELD MO 658

26 MAR 2025 PM 3 L

Keep Safety in View as We Drive for You



Michelle + Edar Haring  
Myla Walker  
316 N Ken  
Spr Mo 65802

Exhibit D

EXHIBIT D  
- 134DAD3

State of Missouri

Rev. 134DAD3

## TENANT'S NOTICE OF TERMINATION

March 24, 2025

VIA

Certified Mail

Sandra Durham  
10177 N Farm Rd. 137  
Brighton, MO 65617  
(417) 770-1066

Dear Sandra Durham:

This letter is to notify you that I am terminating the lease agreement dated May 15, 2024 for 316 N Ken Ave., Springfield, MO 65802 (the "Lease") and intend to vacate the premises at the end of the lease term on May 15, 2025, and by 6 pm on such date.

I am terminating the lease because Your landlord breached a clause of the agreement Your landlord neglects property maintenance Your landlord is selling the property you are leasing You do not wish to renew the lease .

Please feel free to contact me if you have any questions, or if I can provide any further information.

Sincerely,

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Michele Harris

\_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Edgar Harris

\_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Name

Sandra Terminating her own  
lease agreement but expect to  
Get paid and we move out  
By May 15, 2025

LAMPLIGHTER INN SOUTH



1772 S Glenstone  
SPRINGFIELD, MO 65804

Detendant Exhibit  
(417) 882-111

south@lamplighterhotels.cor

www.lamplighterhotels.cor

C/O 05/15/2025 05:30 AM JARED

Registered To:

Harris, Michele

0

0, 0 0

(417) 370-0916

HAD to rent a Hotel otherwise  
we won't have the money to move so  
we had our church  
provide us with  
move in for hotel

Room # 209-A  
Conf # 201602  
Arrival 05/01/25  
Departure 05/15/25  
Room Type QQ - 2 QUEEN BEDS  
Guests 2 / 0  
Payment Check  
Acct

| Posting Date | Oper     | AcctCode | Description          | From | Reference | Amount     |
|--------------|----------|----------|----------------------|------|-----------|------------|
| 05/01/25     | Destiney | CK       | PAYMENT CHECK        |      |           | \$1,043.00 |
| 05/01/25     | Tara     | RC       | ROOM CHRG REVENUE    |      |           | \$65.00    |
| 05/01/25     | Tara     | 9        | STATE TAX            |      |           | \$5.20     |
| 05/01/25     | Tara     | 91       | CITY TAX/Amenity Fee |      |           | \$4.20     |
| 05/02/25     | JARED    | RC       | ROOM CHRG REVENUE    |      |           | \$65.00    |
| 05/02/25     | JARED    | 9        | STATE TAX            |      |           | \$5.20     |
| 05/02/25     | JARED    | 91       | CITY TAX/Amenity Fee |      |           | \$4.20     |
| 05/03/25     | JARED    | RC       | ROOM CHRG REVENUE    |      |           | \$65.00    |
| 05/03/25     | JARED    | 9        | STATE TAX            |      |           | \$5.20     |
| 05/03/25     | JARED    | 91       | CITY TAX/Amenity Fee |      |           | \$4.20     |
| 05/04/25     | JARED    | RC       | ROOM CHRG REVENUE    |      |           | \$65.00    |
| 05/04/25     | JARED    | 9        | STATE TAX            |      |           | \$5.20     |
| 05/04/25     | JARED    | 91       | CITY TAX/Amenity Fee |      |           | \$4.20     |
| 05/05/25     | JARED    | RC       | ROOM CHRG REVENUE    |      |           | \$65.00    |
| 05/05/25     | JARED    | 9        | STATE TAX            |      |           | \$5.20     |
| 05/05/25     | JARED    | 91       | CITY TAX/Amenity Fee |      |           | \$4.20     |
| 05/06/25     | JARED    | RC       | ROOM CHRG REVENUE    |      |           | \$65.00    |
| 05/06/25     | JARED    | 9        | STATE TAX            |      |           | \$5.20     |
| 05/06/25     | JARED    | 91       | CITY TAX/Amenity Fee |      |           | \$4.20     |
| 05/07/25     | Tara     | RC       | ROOM CHRG REVENUE    |      |           | \$65.00    |
| 05/07/25     | Tara     | 9        | STATE TAX            |      |           | \$5.20     |
| 05/07/25     | Tara     | 91       | CITY TAX/Amenity Fee |      |           | \$4.20     |
| 05/08/25     | Tara     | RC       | ROOM CHRG REVENUE    |      |           | \$58.90    |
| 05/08/25     | Tara     | 9        | STATE TAX            |      |           | \$4.77     |
| 05/08/25     | Tara     | 91       | CITY TAX/Amenity Fee |      |           | \$3.83     |

Signature

Exhibit E

LAMPLIGHTER INN SOUTH

1772 S Glenstone  
SPRINGFIELD, MO 65804



101

(417) 882-111

south@lamplighterhotels.com

www.lamplighterhotels.com

C/O 05/15/2025 05:30 AM JARED

| Posting Date | Oper  | AcctCode | Description          | From | Reference | Amount |
|--------------|-------|----------|----------------------|------|-----------|--------|
| 05/09/25     | Tara  | RC       | ROOM CHRG REVENUE    |      |           | \$58.9 |
| 05/09/25     | Tara  | 9        | STATE TAX            |      |           | \$4.7  |
| 05/09/25     | Tara  | 91       | CITY TAX/Amenity Fee |      |           | \$3.8  |
| 05/10/25     | JARED | RC       | ROOM CHRG REVENUE    |      |           | \$58.9 |
| 05/10/25     | JARED | 9        | STATE TAX            |      |           | \$4.7  |
| 05/10/25     | JARED | 91       | CITY TAX/Amenity Fee |      |           | \$3.8  |
| 05/11/25     | JARED | RC       | ROOM CHRG REVENUE    |      |           | \$58.9 |
| 05/11/25     | JARED | 9        | STATE TAX            |      |           | \$4.7  |
| 05/11/25     | JARED | 91       | CITY TAX/Amenity Fee |      |           | \$3.8  |
| 05/12/25     | JARED | RC       | ROOM CHRG REVENUE    |      |           | \$58.9 |
| 05/12/25     | JARED | 9        | STATE TAX            |      |           | \$4.7  |
| 05/12/25     | JARED | 91       | CITY TAX/Amenity Fee |      |           | \$3.8  |
| 05/13/25     | JARED | RC       | ROOM CHRG REVENUE    |      |           | \$58.9 |
| 05/13/25     | JARED | 9        | STATE TAX            |      |           | \$4.7  |
| 05/13/25     | JARED | 91       | CITY TAX/Amenity Fee |      |           | \$3.8  |
| 05/14/25     | JARED | RC       | ROOM CHRG REVENUE    |      |           | \$58.9 |
| 05/14/25     | JARED | 9        | STATE TAX            |      |           | \$4.7  |
| 05/14/25     | JARED | 91       | CITY TAX/Amenity Fee |      |           | \$3.8  |
| 05/15/25     | JARED | CR       | REFUND CASH          |      |           | \$49.0 |
| Balance Due  |       |          |                      |      |           | \$0.00 |

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

X \_\_\_\_\_  
GUEST SIGNATURE

\_\_\_\_\_  
Signature

My Rentals / Reservations ☐

Saved Quotes ☐

Past Orders ☐

Communications ☐

Account ☐

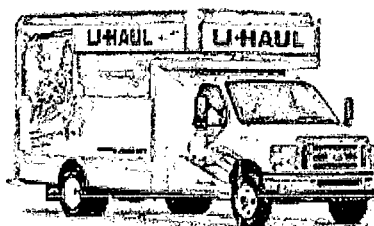
Terms & Conditions ☐

Reservation #72550867

Edit

☐ Your equipment has been reserved! Your reservation number is 72550867.

15' Truck



Add Order to my Account  
(/Account/AssociateOrder/)

Find my Storage Unit  
(/Account/AssociateStorage/)

Leave Feedback / Review  
(/LocationRatingLink.aspx)

**Important Reminder!**

I understand that the equipment at this location on the date requested is not available. A local U-Haul representative will call me within an hour to learn more about the help I need.

Recheck Equipment Availability ☐

Check In Today ☐

Add Trailer or Towing ☐

Pick Up

Drop Off

Pick Up Location:

**Brigmans Construction LLC**

Pick Up Time:

5/1/2025 at 12:00 PM

5/2 Division

📍 827 W Kearney St Springfield, MO 65803  
(https://maps.google.com/maps?q=827 W Kearney St Springfield, MO 65803)

🕒 Open on 5/1/2025 | 9 am – 6 pm

Exhibit E

 (417) 268-9898 (tel:+14172689898)

 Send Location a Message

## Reservation Summary

Order Placed: **4/30/2025**

**Due at Pick Up** **\$57.24**

**15' Truck** **\$29.95**  
(24 hours of use requested, subject to availability.) + \$0.99 /mile

Environmental Fee **\$1.00**

### Estimated Miles

Added Miles - \$0.99 /mile **\$0.00**

0

### Damage Coverage

Safemove® (/DamageCoverage/) **\$15.00**

### Rental Dollies & Pads

Utility Dolly 1 **\$7.00**

Subtotal: **\$52.95**

Estimated Tax: **\$4.29**

Estimated Total: **\$57.24**  
+ \$0.99 /mile

Total Paid: **\$0.00**

**Estimated Remaining Balance:** **\$57.24**  
+ \$0.99 /mile

Exhibit F  
P12

## Fixed-Term Residential Lease

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Edgar & Michele Harris  
("Tenant") and Sandra Durham ("Landlord"). Each Tenant is jointly and severally  
liable for the payment of rent and performance of all other terms of this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and  
Tenant rents from Landlord, for residential purposes only, the premises located at  
316 N Ken, Springfield, MO 65802, ("the premises"),  
together with the following furnishings and appliances: stove  
Rental of the premises also includes \_\_\_\_\_.

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of  
this Agreement, and the following minor children 0  
Occupancy by guests for more than 30 is prohibited without  
Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The term of the rental will begin on May 15 2024 and end on May 15, 2025. If Tenant  
vacates before the term ends, Tenant will be liable for the balance of the rent for the  
remainder of the term.

### Clause 5. Payment of Rent

#### Regular monthly rent.

\* Tenant will pay to Landlord a monthly rent of \$ 1200.00, payable on 15 each  
month,

Sandra Durham, 10177 N Farm Rd 137, Brighton, MO 65617



**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

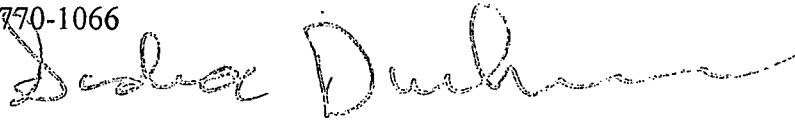
Date: 5-15-24

Landlord or Landlord's Agent signature:

Sandra Durham, 10177 N Farm Rd 137, Brighton, MO 65617

Title: owner

Phone: 417-770-1066



Date: \_\_\_\_\_

Tenant signature: \_\_\_\_\_

Tenant signature: \_\_\_\_\_

Tenant signature: \_\_\_\_\_

Phone: \_\_\_\_\_



Purpose: new rent and deposit for edgar and michele harris

Check Amount  
\*\*\$1,700.00\*\*

Sandra Durham  
10177 N Farm Road 137  
Brighton MO 65617-9449

Deposit - \$ 1,000<sup>00</sup>

Rent partial - \$ 700<sup>00</sup>

She cant say she dont  
take partial payments

This is HER  
agreement  
because she  
told us and  
her bishop  
Rick Robinson  
all she wants  
is the money.  
She didnt even  
want to meet  
the person  
who provided  
funding for us

5-13-24

Received \$2000.00

from Michele Harris

1 month (1200.00) +

deposit

Sandra Durham

F. 423  
Exhibit G

HIS DIRECTION, THIS SIDE UP

MONEY ORDER RECEIPT - NON NEGOTIABLE

Payable to: RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the recipient.  
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you file in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Denver, Colorado. For customer service, call 1-844-606-4263.

Exhibit 19

You could win a \$1000 GiftCard!  
Visit survey.walmart.com?TINW6L1ZM6LS  
For more details. See back of receipt.

**Walmart**

Walgreens Market  
417-526-0009 Hgt-Signature

1320 S GLENSTONE

SPRINGFIELD, MO 65804

SIN 05093 0PM 001817 12/02 1PM 06533

ITEMS SOLD 4

12/02 05093 06533 4941 9427 5160 61

\*\*\* Western Union Money Order SALE \*\*\*  
WB MONEY ORD 658113144910 950.00 0

Amount Paid 66013144911 1.00 0

WB MONEY ORD 66013144910 700.00 0

Amount Paid 66013144911 1.00 0

WB MONEY ORD 66013144910 700.00 0

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Amount Paid 66013144911 1.00 0

WB MONEY ORD 66013144910 700.00 0

Amount Paid 66013144911 1.00 0

LOAD THIS DIRECTION, THIS SIDE UP

MONEY ORDER RECEIPT - NON NEGOTIABLE

Payable to:  
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.  
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Denver, Colorado. For customer service, call 1-844-658-4263.



\* 22077272394 \*



\* 22077272394 \*

Payable to:  
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.  
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Denver, Colorado. For customer service, call 1-844-658-4263.

MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

Rec. Ref.

Get free delivery  
from this store  
with Walmart

001051 11/02/24

Exhibit 20

This bag was

was given

to J.C. Durham

Sandra Durham's

Grandson that

pick up our

Rent

You could win a \$1000 Giftcard!  
 Visit Survey.Walmart.com/7MHT01ZM17Y  
 For more details, see back of receipt.

**Walmart**

Neighborhood Market  
 417-520-0009 Mt. Pleasant  
 1320 S. BLANCKSTONE  
 SPRINGFIELD, MO 65804  
 05693 APR 00062 LEN 92 THE UNION

ITEMS SOLD 4  
 1293 0971 0100 50  
 1293 0971 0100 50

\*\*\* Western Union Money Order SALE \*\*\*  
 NO MONEY ORD 068113144910  
 Amount Paid  
 800.00

NO NO REF  
 068113144910  
 Fee Amount  
 068113144910

NO NO REF  
 068113144910  
 Amount Paid  
 068113144910

NO NO REF  
 068113144910  
 Amount Paid  
 068113144910

NO NO REF  
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 Amount Paid  
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 Amount Paid  
 068113144910

NO NO REF  
 068113144910  
 Amount Paid  
 068113144910

Date: 2-24-25

To: Michelle / Edgar Harris &  
316 W Kan  
Spr MO 65802

Your rent of \$ 1200.00 for the period of 2-15-25 has not been received as of the above date.

Please be reminded that your rent was due on 15th month. Also, our lease agreement provides for a late charge of 20.00.

Your rent, including applicable late charges, should be sent to:

Sandra Durham  
10177 W Farm Rd 137  
Brighton MO 65617

Illegally asking  
the Harris family  
to cash APP the  
rent to Larry Durham



By Sandra Durham  
Landlord/Management

Phone 412-770-1066

You can cash app Larry

Durham phone 417-894-6220

EXHIBIT H

# LANDLORD RESPONSIBILITY P (1)

What duties do landlords have in preventing slip-and-fall injuries?

The onus is on landlords to maintain a safe living environment for tenants, guests, and visitors. Landlords should clean up spills in common areas, fix broken elements, and take proactive measures to prevent accidents. The specific legal duties of landlords can vary from state to state, but these are generally the key responsibilities of landlords:

**Duty to maintain common areas:** Landlords are obligated to keep common areas such as lobbies, hallways, stairwells, and parking lots safe. Regular inspections and prompt maintenance are essential to discover and remove any slip-and-fall hazards.

**Duty to warn of known hazards:** When landlords become aware of potential dangers that cannot be immediately removed or remedied, they must communicate a warning about the hazards to tenants and visitors.

**Duty to make timely repairs:** Landlords are generally expected to address hazardous conditions promptly. This includes fixing broken steps, repairing broken surfaces, and addressing potential dangers within a reasonable time frame.

When is your landlord liable for injuries in a slip-and-fall injury?

Common areas versus rental units

Landlords usually bear responsibility for injuries occurring in common areas shared by multiple tenants, such as hallways, stairwells, and parking lots. However, for injuries sustained within specific rental units, the extent of landlord liability can vary based on the facts relating to the cause of the injury, as well as provisions of applicable lease agreements and local law.

EXHIBIT P10f2

P1

# LANDLORD RESPONSIBILITY <sup>P(2)</sup>

## Open and obvious hazards

For a fall resulting from an apparent and easily noticeable hazard, tenants may share responsibility for injuries. However, landlords can remain liable if they neglect to address well-known dangers or fail to take reasonable steps to mitigate them, even if the hazard is open and obvious.

## Actual versus constructive notice

Determining landlord liability often hinges on the concept of notice—whether the landlord had knowledge of a hazard or should have known about it through regular inspections and maintenance. If a landlord is aware of a dangerous condition, they have actual notice. However, constructive notice comes into play when the landlord should have known about the hazard through routine care and property management.

## How to prove landlord negligence

To succeed in a claim against a negligent landlord, you must prove that: (1) the landlord owed you a duty of care; (2) the landlord breached that duty; (3) that the breach caused you to slip and fall; and (4) that the fall caused you injury.

Exhibit J  
P10F6

← House Sandra  
+1 417-770-1066



Sat, May 18, 2024

Hello the air is not  
working we have no  
air its hot

6:45 PM

Sun, May 19, 2024

Open that furnace  
room door and  
make sure that's  
able to draw air

8:01 AM

Piping for air  
condition is not  
hoiked up

Pins hooked up and

Enter message



P1

1/4/25, 2:33 PM 66% 7:12 AM

← House Sandra  
+1 417-770-1066



8:49 AM

Great

8:50 AM

Tue, May 21, 2024

The electrician  
should be there  
about 8:15

7:54 AM

H

9:17 AM

Sat, May 25, 2024

I can't get  
anybody out till  
Monday

4:08 PM

Can you bring an AC

Enter message



first  
call

PZ

66% 7:12 AM

House Sandra  
+1 417-770-1066



Can you bring an AC  
unit

4:27 PM

Well work with that  
until then

4:28 PM



This is hñw hot  
this house is

Enter message



Sat.  
May 25<sup>th</sup>  
2024

P3

[illegible]

Electric company  
came out had to  
check our furnace  
and this is what  
they put on a red  
tag to be fixed

NO  
Back  
Rent  
mentioned

Enter message





•  
•  
•

7:21 PM

7:24 PM

7:25 PM

10:53 AM

CONFIDENTIAL



P5

1/4/25, 2:30 PM 65% 7:16 AM

← House Sandra  
+1 417-770-1066



Tue, Nov 26, 2024

Furnace man is on  
the way

10:53 AM

Ok I'll be home in  
2 min

11:10 AM

Electrician will  
be by at 10:00  
tomorrow to check  
out that furnace  
breaker his name is  
Jeff let me know  
if that's fine

12:47 PM

Suro thank you

Enter message



P6

WIKIPEDIA  
The Free Encyclopedia

Exhibit K

D.10f2

P1

# Pinkerton liability

The **Pinkerton liability** rule was pronounced by the Supreme Court of the United States in *Pinkerton v. United States*,<sup>[1]</sup> in 1946. Walter and Daniel Pinkerton were brothers who were charged with one count of conspiracy and ten substantive counts under the Internal Revenue Code. A jury found each of them guilty of the conspiracy and several of the substantive counts. The main issue arose from the fact that there was no evidence to show that Daniel Pinkerton participated directly in the commission of the substantive offenses, although there was evidence showing that these substantive offenses were committed by Walter Pinkerton in furtherance of the unlawful agreement or conspiracy existing between the brothers.<sup>[1]</sup>

## The Pinkerton liability rule

The question was submitted to the jury on the theory that each brother could be found guilty of the substantive offenses if it were found that, at the time those offenses were committed, the brothers were parties to an unlawful conspiracy and that the substantive offenses were committed in furtherance of it. Daniel Pinkerton was not indicted as an aider or abettor, nor was his case submitted to the jury on that theory.

Daniel argued *United States v. Sall*<sup>[2]</sup> in support of his contention that participation in the conspiracy was not in itself enough to sustain a conviction for the substantive offenses, even though they were committed in furtherance of the conspiracy. *Sall* held that, in addition to evidence that the offense was committed in furtherance of the conspiracy, evidence of direct participation in the commission of the substantive offense or other evidence from which participation might fairly be inferred was necessary.

The Supreme Court took a different view. It noted that the facts showed a continuous conspiracy with no evidence that Daniel had attempted to withdraw from it. Therefore, he continued to offend. So long as the partnership in crime continues, the partners act for each other in carrying it forward, and an overt act of one partner may be the act of all without any new agreement specifically directed to that act. The criminal intent to do an illegal act by one of the conspirators in furtherance of the unlawful project is established by the formation of the conspiracy. Each conspirator instigates the commission of the crime. The unlawful agreement contemplated what was done in the substantive acts, and the substantive crimes were performed in the execution of the enterprise.<sup>[1]</sup>

Similar to the rule of aiding and abetting, the overt acts of one partner in a conspiracy are attributable to all partners. The Supreme Court concluded that if an overt act that is an essential ingredient in a conspiracy can be supplied by one conspirator, then the same or other acts in furtherance of the conspiracy should be attributable to the others for the purpose of holding them responsible for the substantive offense(s).

The Supreme Court noted that a different result would arise if the substantive offense committed by one of the conspirators was not done in furtherance of the conspiracy, did not fall within the scope of the unlawful project, or was merely a part of the ramifications of the plan that could not be reasonably foreseen as a necessary or natural consequence of the unlawful agreement.

The Pinkerton liability rule does service where the conspiracy is one to commit offenses of the character described in the substantive charges.<sup>[3]</sup> Aiding and abetting has a broader application. It makes a defendant a principal when he consciously shares in any criminal act, whether or not there is a conspiracy. If a conspiracy is also charged, it makes no difference, so far as aiding and abetting is concerned, whether the substantive offense is done pursuant to the conspiracy. *Pinkerton* is narrow in its scope. Aiding and abetting rests on a broader base. It states a rule of criminal responsibility for acts that one assists another in performing. The fact that a particular case might conceivably be submitted to the jury on either theory is irrelevant. It is sufficient if the proof adduced and the basis on which it was submitted were sufficient to support the verdicts.

## References

---

1. 328 U.S. 640, 66 S.Ct. 1180, 90 L.Ed. 1489 (1946)
2. 116 F.2d 745 (3d Cir. 1940)
3. *Nye & Nissen*, 336 U.S. at 620, 69 S.Ct. at 770

## External links

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- [http://www.usdoj.gov/usao/eousa/foia\\_reading\\_room/usam/title9/crm02482.htm](http://www.usdoj.gov/usao/eousa/foia_reading_room/usam/title9/crm02482.htm)
- 

Retrieved from "[https://en.wikipedia.org/w/index.php?title=Pinkerton\\_liability&oldid=890192727](https://en.wikipedia.org/w/index.php?title=Pinkerton_liability&oldid=890192727)"

Exhibit 2  
P10f11 64% 7:17 AM

< Jc Grandson  
+1 417-720-9770



Wed, May 29, 2024

We just got home  
and Paul is burning  
stuff in the back  
yard u should  
get here before  
neighbor calls police  
and I get fined

12:26 PM

Okay I'm super  
sick I will see if  
Larry can swing  
over there

12:28 PM

Ok thank u

12:37 PM

other message





62% 7:24 AM

← Jc Grandson  
+1 417-720-9770



Fri, Jul 19, 2024

Hey im sending you  
pics Edgar just  
fell through the  
floor while walking  
from the other  
stairs we need  
fixed in having my  
party tomorrow at  
four hes hurt

✓  
10:44 PM



Enter message

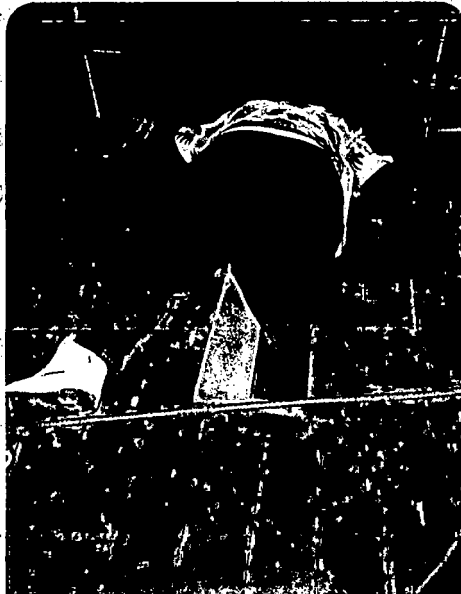
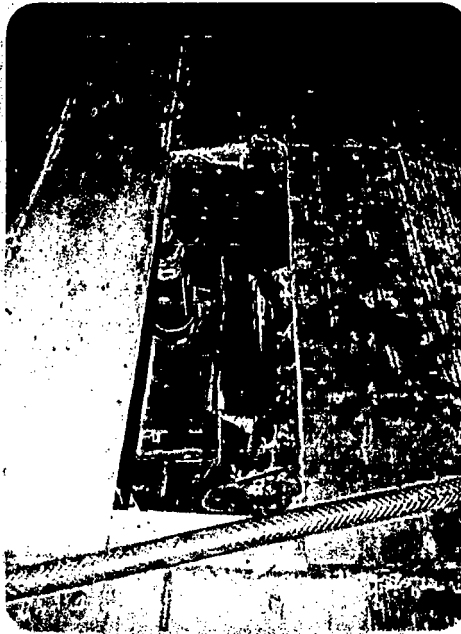


P2



party continue to

✓ four hes hurt  
10:44 PM



Enter message





75% 6:43 AM

← Jc Grandson  
+1 417-720-9770



✓ Where my toilet  
you keep saying  
what I'm not doing

✓ The porch being  
fixedb

✓ The hole in the  
roomb  
3:29 PM

✓ The hole by the  
stove  
3:30 PM

I'm not fixing  
stuff when you're  
\$2000 behind on

Get message



p4



76% 6:42 AM

J

Jc Grandson



⋮

+1 417-720-9770

month since you've moved  
in coming over multiple  
times a month to get  
rent And I'm not putting  
anything off. I just don't  
want to drive all the way  
into Springfield to talk  
without picking up your  
rent and I work a full-time  
job plus have a kid and  
I work on Rentals so I'm  
kind of busy like I said  
I've worked with you every  
month

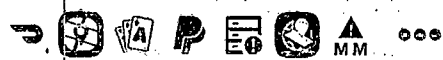
Oct 22, 2024 3:28 PM

Received

REPLY DELETE



P5



74% 6:45 AM



Jc Grandson

+1 417-720-9770



Thank you for that  
you'll get a call  
from the health  
department fir that  
threat

I sabe every text  
grandma sent

3:31 PM

You're no longer  
dealing with me  
now I'll just have  
Grandma go ahead  
and move on with  
the process of

We called  
But didnt report  
Because we had  
nowhere to  
move to at  
the time.

Enter message



Pb



74% 6:46 AM



Jc Grandson



+1 417-720-9770

You're no longer  
dealing with me  
now I'll just have  
Grandma go ahead  
and move on with  
the process of  
eviction

3:32 PM

Work with me or I  
do what I need to  
do my lawsuit is  
over



And tell grandma  
she'll be added to  
this 1983



Enter message



P7



74% 6:47 AM

J

Jc Grandson



⋮

+1 417-720-9770

I don't even know what you're talking about like I said I simply just wanted to get the rent. You've been behind every month since you've moved in and I've worked with you and came over to your house multiple times to pick up rent didn't charge late fees I've tried to work with you since you moved in

Grandma(sandra <sup>Durham</sup>) agreed per the lease that I pay on the 15th of the month. According to James ~~Durham~~ text he believes I was behind everytime he came to pick up rent. I'm on social security Sandra wouldn't provide so I paid twice a month until NOV. and december rent. I Got extra cash from the City Sewage Dept. so I paid up on the 300\$ each month. Ekd Oct for Nov. and Nov. for Dec. 1/1

Oct 22, 2024 3:38 PM

Received

REPLY DELETE

P8



73% 6:52 AM

← Jc Grandson  
+1 417-720-9770



Electric company  
came out had to  
check our furnace  
and this is what  
they put on a red  
tag to be fixed

7:22 PM

Okay I will get  
with the h-vac guy

7:24 PM

We have no heat  
city utilities turned  
it off

The furnace is no  
good and has to

Enter message



29

72% 6:52 AM

← Jc Grandson  
+1 417-720-9770



The furnace is no  
good and has to  
be a licensed HVAC  
tech

7:26 PM

Ok thank you they  
said the whole  
house should not be  
popping the whole  
front of the house  
he tried to bad  
stamp you I smooth  
it over for you

7:27 PM

Okay sandy is

Enter message



P10

1/4/25, 2:42 PM 72% 6:53 AM

← Jc Grandson

+1 417-720-9770



out in the morning

7:32 PM

Thank you very  
much have a good  
nite

7:33 PM

Tue, Nov 26, 2024

He should be on his  
way

11:16 AM

He's pulling up now  
thanks

11:25 AM

Sat, Nov 30, 2024

I need to pick up  
rent today

10:29 AM

Enter message



P11



Connecting Our Community

301 E. Central - PO Box 551  
Springfield, MO 65801 - (417) 863-9000  
www.cityutilities.net  
Payment Line (417) 831-8331

my copy  
reimburse  
GAS PORTION

316 N KEN AVE/SPFD,MO

003560

Account Number  
6314830087

Payment Due By  
February 14, 2025

Page 1 of 3



## Summary

**Billing Date**  
01/28/2025

**Cash Deposit  
On Hand**  
\$150.00

## Previous Charges

|                              |    |           |           |
|------------------------------|----|-----------|-----------|
| Amount of Last Bill          | \$ | 1,519.01  |           |
| Payment Received (Thank You) |    | -1,002.00 |           |
| Balance Forward              |    |           | \$ 517.01 |

## Current Charges

|                       |    |        |        |
|-----------------------|----|--------|--------|
| Electric Service      | \$ | 329.10 |        |
| Gas Service           |    | 233.47 | up     |
| Water Service         |    | 39.93  |        |
| Sewer Service         |    | 42.04  |        |
| Total Current Charges |    |        | 644.54 |

|                                       |           |                 |
|---------------------------------------|-----------|-----------------|
| <b>Total Due By February 14, 2025</b> | <b>\$</b> | <b>1,161.55</b> |
|---------------------------------------|-----------|-----------------|



## News

### \*\*\*IMPORTANT MESSAGE\*\*\*

Our information shows your phone number as (417) 307-3482. Providing City Utilities with an up-to-date phone number will allow you to report your power outage faster. To update this information online, visit [www.cityutilities.net](http://www.cityutilities.net) or call City Utilities' Customer Service Center at (417) 863-9000.

Looking to save on your utility bill? Start with your thermostat by setting it to 68 degrees during winter. Lowering the temperature a few degrees while you're away can help you save even more. For additional tips, download the City Utilities MY ACCOUNT app or go to [cityutilities.net/save](http://cityutilities.net/save).

Please return this section with your payment



301 E. Central - PO Box 551  
Springfield, MO 65801

**Account Number**  
6314830087

**Payment Due By**  
February 14, 2025

**Amount Due**  
\$1,161.55

**Project SHARE  
Additional Donation**

**Amount Paid**



\*\*\*AUTO\*\*SCH 5-DIGIT 65803  
807 1 AV 0.545\*\*\*\*\*807 5-S65533D3560



EDGAR HARRIS  
HARRIS, MICHELLE KIMBERLY  
316 N KEN AVE  
SPRINGFIELD, MO 65802-6212



CITY UTILITIES OF SPRINGFIELD  
PO BOX 551  
SPRINGFIELD, MO 65801-0551

63148300870001161550000517010000644544<

P1



301 E. Central - PO Box 551  
Springfield, MO 65801 - (417) 863-9000  
www.cityutilities.net  
Payment Line (417) 831-8331

reimburse

Account Number  
**6314830087**

Payment Due By  
**January 15, 2025**

Page 1 of 3

**316 N KEN AVE/SPFD,MO**



### Summary

**Billing Date**  
12/26/2024

**Cash Deposit  
On Hand**  
\$150.00

### Previous Charges

|                              |    |           |           |
|------------------------------|----|-----------|-----------|
| Amount of Last Bill          | \$ | 2,076.81  |           |
| Payment Received (Thank You) |    | -1,161.46 |           |
| Balance Forward              |    |           | \$ 915.35 |

### Current Charges

|                               |    |        |        |
|-------------------------------|----|--------|--------|
| Electric Service              | \$ | 302.17 |        |
| Gas Service                   |    | 121.17 | up     |
| Water Service                 |    | 36.77  |        |
| Sewer Service                 |    | 42.04  |        |
| Other Charges and Adjustments |    | 101.51 |        |
| Total Current Charges         |    |        | 603.66 |

|                                      |           |                 |
|--------------------------------------|-----------|-----------------|
| <b>Total Due By January 15, 2025</b> | <b>\$</b> | <b>1,519.01</b> |
|--------------------------------------|-----------|-----------------|



### News

#### \*\*\*IMPORTANT MESSAGE\*\*\*

Our information shows your phone number as (417) 307-3482. Providing City Utilities with an up-to-date phone number will allow you to report your power outage faster. To update this information online, visit [www.cityutilities.net](http://www.cityutilities.net) or call City Utilities' Customer Service Center at (417) 863-9000.

Please return this section with your payment



301 E. Central - PO Box 551  
Springfield, MO 65801

**Account Number**  
**6314830087**

**Payment Due By**  
**January 15, 2025**

**Amount Due**  
**\$1,519.01**

Project SHARE  
Additional Donation

Amount Paid



\*\*\*AUTO\*\*SCH 5-DIGIT 65803  
823 1 AV 0.545\*\*\*\*\*823 5-S65077D2697



EDGAR HARRIS  
HARRIS, MICHELLE KIMBERLY  
316 N KEN AVE  
SPRINGFIELD, MO 65802-6212



CITY UTILITIES OF SPRINGFIELD  
PO BOX 551  
SPRINGFIELD, MO 65801-0551

63148300870001519010000915350000603665<

P2.



Connecting Our Community

301 E. Central - PO Box 551  
Springfield, MO 65801 - (417) 863-9000  
www.cityutilities.net  
Payment Line (417) 831-8331

316 N KEN AVE/SPFD,MO

Account Number  
6314830087

Payment Due By  
November 12, 2024

Page 1 of 3



### Summary

Billing Date  
10/23/2024

### Previous Charges

|                     |    |          |          |
|---------------------|----|----------|----------|
| Amount of Last Bill | \$ | 1,487.46 |          |
| Payment Received    |    | 0.00     |          |
| Balance Forward     | \$ |          | 1,487.46 |

### Current Charges

|                       |    |        |        |
|-----------------------|----|--------|--------|
| Electric Service      | \$ | 280.72 |        |
| Gas Service           |    | 33.99  | reg    |
| Water Service         |    | 44.51  |        |
| Sewer Service         |    | 42.04  |        |
| Total Current Charges |    |        | 401.26 |

|                                |    |          |
|--------------------------------|----|----------|
| Total Due By November 12, 2024 | \$ | 1,888.72 |
|--------------------------------|----|----------|



3

Cash Deposit  
On Hand  
\$150.00



### News

### \*\*\*IMPORTANT MESSAGE\*\*\*

Our information shows your phone number as (417) 324-2903. Providing City Utilities with an up-to-date phone number will allow you to report your power outage faster. To update this information online, visit [www.cityutilities.net](http://www.cityutilities.net) or call City Utilities' Customer Service Center at (417) 863-9000.

Please return this section with your payment



301 E. Central - PO Box 551  
Springfield, MO 65801

Account Number  
6314830087

Payment Due By  
November 12, 2024

Amount Due  
\$1,888.72

Project SHARE  
Additional Donation

Amount Paid



\*\*\*AUTO\*\*SCH 5-DIGIT 65803  
843 1 AV 0.545\*\*\*\*\*843 5-S64137D2718



EDGAR HARRIS  
HARRIS, MICHELLE KIMBERLY  
316 N KEN AVE  
SPRINGFIELD, MO 65802-6212



CITY UTILITIES OF SPRINGFIELD  
PO BOX 551  
SPRINGFIELD, MO 65801-0551

63148300870001888720001487460000401261<

P4.



Connecting Our Community

301 E. Central - PO Box 551  
Springfield, MO 65801 - (417) 863-9000  
www.cityutilities.net  
Payment Line (417) 831-8331

002696

Account Number  
**6314830087**

Payment Due By  
**October 11, 2024**

Page 1 of 4



## Summary

**Billing Date**  
09/24/2024

## Previous Charges

|                              |    |        |           |
|------------------------------|----|--------|-----------|
| Amount of Last Bill          | \$ | 871.23 |           |
| Payment Received (Thank You) |    | -69.00 |           |
| Balance Forward              |    |        | \$ 802.23 |

## Current Charges

|                               |    |        |        |
|-------------------------------|----|--------|--------|
| Electric Service              | \$ | 483.45 |        |
| Gas Service                   |    | 29.62  | low    |
| Water Service                 |    | 49.92  |        |
| Sewer Service                 |    | 42.04  |        |
| Other Charges and Adjustments |    | 80.20  |        |
| Total Current Charges         |    |        | 685.23 |

|                                      |           |                 |
|--------------------------------------|-----------|-----------------|
| <b>Total Due By October 11, 2024</b> | <b>\$</b> | <b>1,487.46</b> |
|--------------------------------------|-----------|-----------------|



**Cash Deposit  
On Hand**  
\$150.00

3



## News

### \*\*\*IMPORTANT MESSAGE\*\*\*

Our information shows your phone number as (417) 324-2903. Providing City Utilities with an up-to-date phone number will allow you to report your power outage faster. To update this information online, visit [www.cityutilities.net](http://www.cityutilities.net) or call City Utilities' Customer Service Center at (417) 863-9000.

Please return this section with your payment



301 E. Central - PO Box 551  
Springfield, MO 65801

**Account Number**  
**6314830087**

**Payment Due By**  
**October 11, 2024**

**Amount Due**  
**\$1,487.46**

Project SHARE  
Additional Donation

Amount Paid



\*\*\*AUTO\*\*SCH 5-DIGIT 65803  
860 1 AV 0.545\*\*\*\*\*860 5-S63651D2696



EDGAR HARRIS  
316 N KEN AVE  
SPRINGFIELD, MO 65802-6212



CITY UTILITIES OF SPRINGFIELD  
PO BOX 551  
SPRINGFIELD, MO 65801-0551

63148300870001487460000802230000685238<

P5.



Michele Harris &lt;harrismichele27@gmail.com&gt;

**michele**

2 messages

**Michele Harris** <harrismichele27@gmail.com>  
 To: "sleedurham@att.net" <sleedurham@att.net>

Fri, May 10, 2024 at 3:58 PM

here is Bishop Robinson phone number 417 772-6358  
 here is his property phone number 417-831-3911 sonya or sara (current landlord)  
 in the box is my benefit letter  
 my previous landlord is adrian laddimore 417-234-2159

**benefit-verification-letter (9) (1).pdf**  
 87K

**sandra durham** <sleedurham@att.net>  
 To: Michele Harris <harrismichele27@gmail.com>

Fri, May 10, 2024 at 4:14 PM

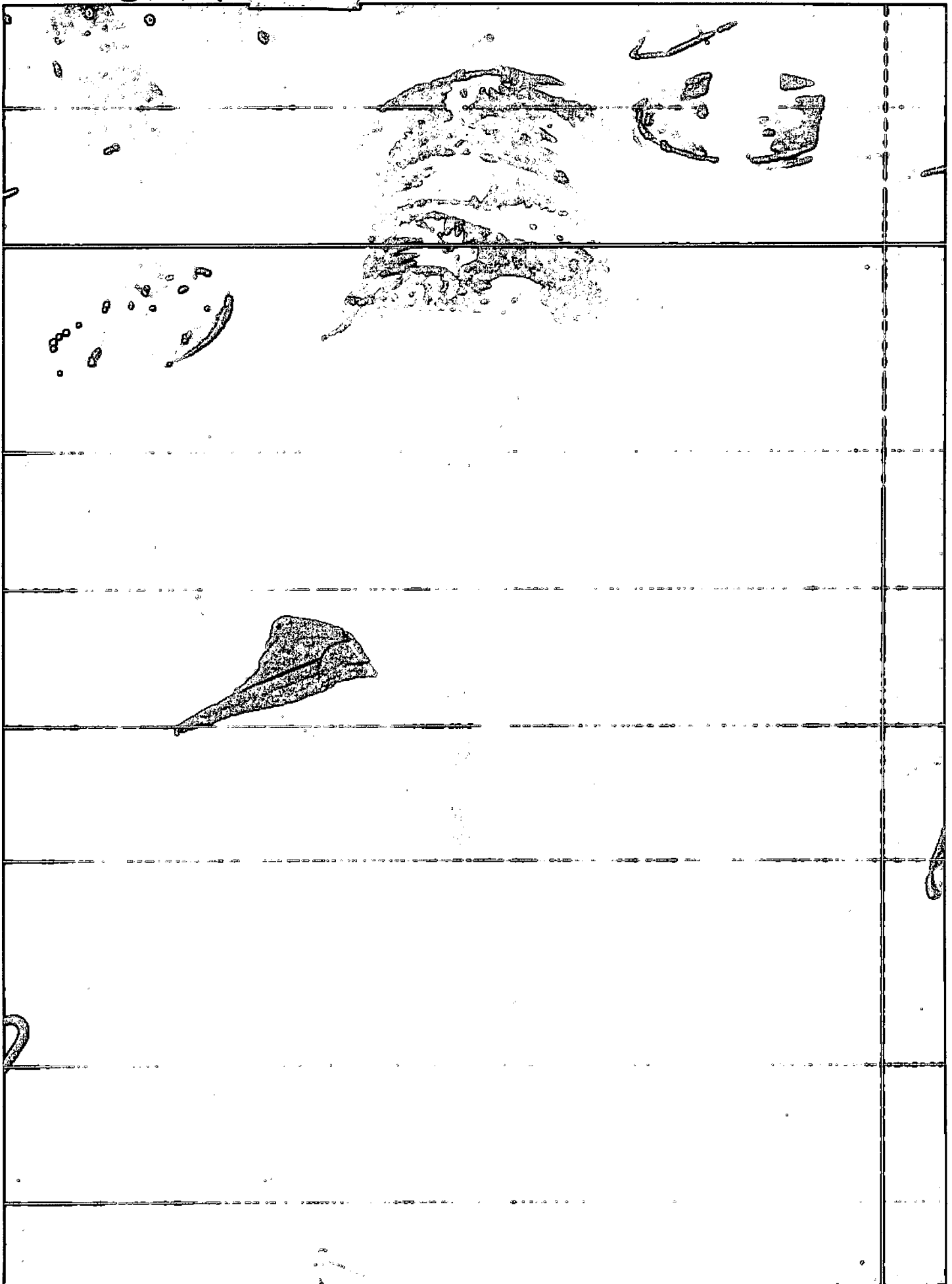
got it

Sandy Durham sleedurham@att.net

[Quoted text hidden]

Sandra New to  
 Contact Bishop Robinson  
 If Rent Ever Got  
 Behind she never  
 contacted anyone or  
 said anything to us  
 about late rent on  
 Nov 25 when the  
 Gas was shut off.  
 We received a text  
 from James Durham  
 he was going to tel  
 Grandma to file evict  
 We should not have call  
 the city. we didn't call.  
 Pl.

Exhibit N



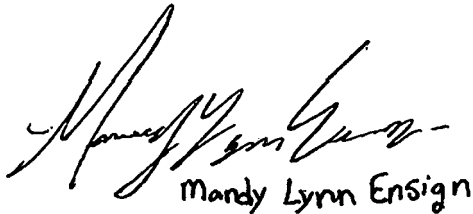
1/3/25, 1:18 PM  
20240719\_224504\_HDR.jpg  
in all o-hale be left in  
Edna Harris

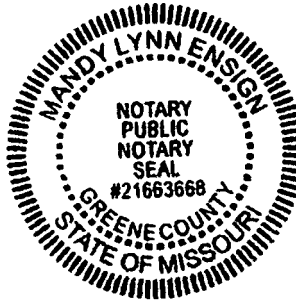


Edna Harris

# United States Supreme Court Washington DC.

We are U.S. Citizens and were asking that this court honor the oath that was took upon the constitution for all courts, judges, lawyers, and prosecutors, to uphold the constitution of the United State. Were not asking for the presumption of the law we are asking that you uphold the constitution of the United States Which you swore to uphold all constitutional rights.

  
Mandy Lynn Ensign



Exps 12.14.2025

January 2nd 2025

Notary Next Page

Petitioner Edgar Hone  
Petitioner Micko Harris  
Petitioner Andrew Myland

Exhibit P

State of Missouri

County of Greene

On this 28<sup>th</sup> day of August in the year 2023, before me, the undersigned notary public, personally appeared Michael Edgar Harris, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public

Sarah Mucklow



# Retaliation Exhibits

(1-24)

- 1 Notice of Repair from Tenant
- 2 31st Circuit counter claim
- 3 warning Dangerous Building (City Utilities involvement)
- 4 Summons 31st Circuit court
- 5 Petition for recovery 31st Judicial court
- \* 6 Judgement against Sandra Durham (Retaliation)
- 7 Sandra Durham Not renewing lease letter
- 8 Letter of Condition from City of Springfield
- 9 Dangerous Building warning signs
- 10 Judgement entered on delinquent (Horns)
- 11 motion and affidavit IFP 31st Circuit court
- 12 Application for Trial De Novo 31st Circuit court
- 13 Judge Ron Carrier Transfer from Judge Poppen
- 14 3 1/2 Hour wait in court waiting on larger letter
- 15 Transfer case to Western District Southern Missouri Division Missouri
- 16 Proof of showing up for court (Harris letter sum 31st Circuit court)
- 17 Abatement Notice and Order (Chad Shaffer)
- 18 Letter from Tenant vacate letter
- 19 Picture of Hole in floor
- 20 Hot wire like Edgar Harris Got Shekel.
- 21 People moved in with all furniture inside
- 22 Property not upholding fixing problems
- 23 Women living in house (Picture)
- 24 Picture of women in backyard living there

NOTICE TO REPAIR

DATE OF NOTICE: 4th day of January, 2025

LANDLORD NAME: Sandra Durham

PREMISES ADDRESS: 316 N ken Ave. Springfield, missouri, 65802

TAKE NOTICE THAT:

1. Pursuant to a written lease dated May 15, 2024, I am the Tenant for the premises described as: 316 N ken Ave. Springfield, missouri, 65802 (the "Premises"), of which I now hold possession.
2. The Premises require certain repairs that are the Landlord's responsibility; namely: On may 18th the thermostat went out, no air on November 25, 2024 heat not working, no heat on the premises, thermostat changed with no heat access, after city utilities gave you 10 days from November 25th to fix it with a licensed HVAC person, because the technician said the electric in the house needs to be changed, and the furnace in the front of the house needs its own breaker switch, this is why the house is popping electricity not space heaters cause of no heat, no one came to fix this problem till this day 1/4/2025, broken windows, still not fixed since move in, bathroom tub area still not fixed since move in. backyard still has trash since we moved in.( concrete rocks mounted to the shower wall exposed for someone to get hurt. rocks still not finished in kitchen or taken down, refrigerator never got replaced, that i have text from JC saying he would get us one. Then you told him not to. The hole under the stove leading to under the house exposed, to rodents and trash never cleaned from under the house and back deck. we have loose wires hanging no fixtures put in, back wooden deck still not fixed, even when Edgar harris fell through the porch, it was still not fixed, there's a car jack; holding up, the back porch deck and the neighbor Kathy Tozer, said the jack belonged to her and she let Pául use it a year ago and now she no why Paul never returned it because its holding your back deck. and other obligation you breached the contract by not providing these amenities that are mandatory for a home.

i see that our number is listed on the summons, But You didn't, call or reach out to us, and ask us did we pay the rent instead of going off what someone else told you, you never sent a 5 day, 10 day, in the mail nor did you come by, or send Larry or send JC over to collect any money that we do have for rent, as usual. Until the summons we had nowhere to send the rent cause just like you we relying on JC to come pick up the rent so were we. when he gets ready he comes and get

it. i don't know why he didn't tell you this. but we always says he's coming when he doesn't come per all the text in my phone he say's he's coming and don't show up for weeks. later. With the agreement we had with JC, he would come every two weeks as he been doing and collecting rent per text as well and get your rent money, I have my receipts for Nov and Dec. and Jan is on the way. What he does with your rent money when he leaves 316 N ken Ave. is between you and JC. As long as I'm holding all my receipts as i do have. We Pray, you fix this problem and not take it to court. We have always told you we are patient. This has gone to far on patients. Please just fix these problems.

3. You are required to perform these repairs within a reasonable time after receipt of this Notice. If you do not perform the said repairs within a reasonable time period after receipt of this Notice, I may terminate my Lease as the said repairs materially affect my health or safety.
4. This Notice of Repair is given pursuant to the Lease and the applicable laws of the State of Missouri and in no way impairs or limits any of the other remedies or rights that I may have under the Lease or under the said laws.

---

Tenant's Name: Michele Harris / Edgar  
Harris

(417) 307-3482  
Contact Phone Number

---

Landlord's Name: Sandra Durham

10177 N Fr 137 Brighton, Mo, 65617  
Contact Address



IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

**FILED**  
JAN 24 2025  
CIRCUIT CLERK  
GREENE COUNTY

|                                                       |                                                      |                                                        |
|-------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|
| Judge or Division:                                    | Case Number:<br><b>243-ACD 1091</b>                  |                                                        |
| Plaintiff(s):<br>1. Michele Harris<br>2. Edgar Harris | 316 N. Ken Ave.                                      | (Date File Stamp)                                      |
|                                                       | Plaintiff's Address (No.1):<br><b>SP MO 65802</b>    | Defendant's Address (No.1):<br><b>10177 N. Fr 137</b>  |
|                                                       | City, State, Zip:                                    | City, State, Zip:<br><b>Brighton MO 65617</b>          |
| Defendant(s):<br>1. Sandra Durham<br>2. James Durham  | Telephone Number:<br><b>417-370-9016</b>             | Telephone Number:<br><b>417-370-1066</b>               |
|                                                       | Plaintiff's Address (No.2):<br><b>316 N Ken Ave.</b> | Defendant's Address (No.2):<br><b>1904 E. Rosewood</b> |
|                                                       | City, State, Zip:<br><b>SP. MO 65802</b>             | City, State, Zip:<br><b>Republic MO 65378</b>          |
|                                                       | Telephone Number:<br><b>417 300-3482</b>             | Telephone Number:<br><b>417 720-9770</b>               |

**Counterclaim, Small Claims Court**  
*landlord Tenant*

The defendant states he/she has a claim against the plaintiff in the amount of \$ 5000. The counterclaim arose on or about NOV 25<sup>th</sup> 2024 (date) as a result of the following events:  
warning Notice OF Hazardous Conditions  
Rent paid for Nov. Dec. and Jan (Receipts shown)  
Notice to Repair Notorized letter to landlords (due 10 days)  
Dated Jan 4<sup>th</sup> 2025 for 14 days to repair. (Not answered.)  
Defendants Have paid Rent to current to Granelson James Durham  
Our Receipts show we paid. as a result of not fixing the problem  
of our place of residence Have busted windows never fixed when moved in  
☒ Counterclaim Arising Out of the Same Transaction NO heat to current date.

The defendant states that the information contained in the counterclaim is true and correct to the best of his/her knowledge.

Defendant understands that should he/she be successful in this action and obtain judgment, and if plaintiff does not appeal within ten days, this judgment becomes final. The defendant cannot commence another action involving the same parties and issues.

Defendant understands that he/she is waiving his/her right to jury trial on these issues in the small claims court.

☐ Counterclaim Not Arising Out of the Same Transaction

In addition to the above, defendant claims that he/she is not an assignee of this counterclaim, and that to the best of his/her knowledge he/she has not filed more than twelve (12) other claims in Missouri small claims courts during the current calendar year.

1/24/2025  
Date

Michele Harris Edgar Harris  
Signature of Defendant

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

*Exhibit Retention*  
*Double Jeopardy (2).*

Red Tag # **92953**

Form 1278 REV. 3/24

City Utilities of Springfield, Mo. • 301 E. Commercial • PO Box 551 • Springfield, Missouri 65801

# WARNING

## NOTICE OF HAZARDOUS CONDITION

Address \_\_\_\_\_ Name \_\_\_\_\_ Phone \_\_\_\_\_

### Notice of Hazardous CONDITION

The condition described below is an **IMMEDIATE HAZARD** and must be corrected by a qualified person in conformity with local ordinances. If the gas is shut off at the meter, **YOU MUST** call 863-9000 to restore service. If the gas is shut off at the appliance, you are **NOT** required to contact City Utilities and the appliance(s) may be re-lit **AFTER** the repairs have been made.

Gas is shut off at the: Meter ☐ Appliance ☒ Meter No. 141779

Gas piping: \_\_\_\_\_

Furnace: no gas to the furnaceCirculator: no gas to the circulatorWater heater: no gas to the water heater

Gas log: \_\_\_\_\_

Range: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Other: no gas to the water heater

### Corrective Action Needed

The condition below is **NOT** an immediate hazard, but should be corrected by a qualified person as soon as possible.

Gas piping: \_\_\_\_\_

Furnace: \_\_\_\_\_

Circulator: \_\_\_\_\_

Water heater: \_\_\_\_\_

Gas log: \_\_\_\_\_

Range: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Employee Initials: \_\_\_\_\_ Date: 11/27/24 Time: 7:00 am \_\_\_\_\_

# WARNING

---

THE CONDITION REFERRED TO ON THE REVERSE SIDE  
OF THIS CARD MUST BE CORRECTED IMMEDIATELY.  
**CONTINUED USE OF THE EQUIPMENT IS AT YOUR OWN RISK.**

---

**CITY UTILITIES IS NOT RESPONSIBLE  
FOR THIS CONDITION!**



# FRONT DOOR

IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

|                                           |                                                                                                                                                                               |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Judge or Division:<br>J RONALD CARRIER    | Case Number: 2431-AC10191                                                                                                                                                     |
| Plaintiff/Petitioner:<br>SANDRA DURHAM    | Plaintiff's/Petitioner's Attorney/Address<br>SANDRA DURHAM<br>10177 N FARM RD 137<br>BRIGHTON, MO 65617                                                                       |
| Defendant/Respondent:<br>EDGAR HARRIS     | Address of Property in Question:                                                                                                                                              |
| Nature of Suit:<br>AC Rent and Possession | Date, Time and Location of Court Appearance:<br>30-JAN-2025, 09:30 AM<br>DIVISION 26 - 2nd Floor<br>JUDICIAL COURTS FACILITY<br>1010 N BOONVILLE AVE<br>SPRINGFIELD, MO 65802 |

Greene County  
Sheriff's Office  
DEC 31 2024  
RECEIVED  
Civil Office

(Date File Stamp)

## Summons to be Served by Posting and Mailing (Landlord - Tenant Actions)

The State of Missouri to: EDGAR HARRIS  
Alias:

316 W KEN  
SPRINGFIELD, MO 65802

COURT SEAL OF



GREENE COUNTY

You are summoned to appear before this court on the date, time and location stated above, to answer the complaint of the Plaintiff/Petitioner, a copy of which is attached to this summons.

If you fail to appear and answer at the time and place stated in this summons, judgment by default will be taken against you.

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of the scheduled hearing.

12/31/2024

Date

/s/ Bryan Feemster by al

Clerk

Further Information:

## Sheriff's or Server's Return and Affidavit upon Order for Service by Posting and Mailing

I certify that on \_\_\_\_\_ (date) I posted a copy of this summons and complaint on the premises at the following address: \_\_\_\_\_



In addition, I sent a true and complete copy of the summons and complaint to the Defendant/Respondent at his or her last known address by ordinary mail.

Printed Name of Officer or Server

Signature of Officer or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

Exhibit 1 of 2  
Retainer (4)  
Double Jeopardy



# IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

|                                           |                                                                                                                                                                               |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Judge or Division:<br>J RONALD CARRIER    | Case Number: 2431-AC10191                                                                                                                                                     |
| Plaintiff/Petitioner:<br>SANDRA DURHAM    | Plaintiff's/Petitioner's Attorney/Address<br>SANDRA DURHAM<br>10177 N FARM RD 137<br>BRIGHTON, MO 65617                                                                       |
| Defendant/Respondent:<br>EDGAR HARRIS     | Address of Property in Question:                                                                                                                                              |
| Nature of Suit:<br>AC Rent and Possession | Date, Time and Location of Court Appearance:<br>30-JAN-2025, 09:30 AM<br>DIVISION 26 - 2nd Floor<br>JUDICIAL COURTS FACILITY<br>1010 N BOONVILLE AVE<br>SPRINGFIELD, MO 65802 |

(Date File Stamp)

## Summons to be Served by Posting and Mailing (Landlord - Tenant Actions)

The State of Missouri to: MICHELLE HARRIS  
Alias:

316 W KEN  
SPRINGFIELD, MO 65802

COURT SEAL OF



GREENE COUNTY

You are summoned to appear before this court on the date, time and location stated above, to answer the complaint of the Plaintiff/Petitioner, a copy of which is attached to this summons.

If you fail to appear and answer at the time and place stated in this summons, judgment by default will be taken against you.

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of the scheduled hearing.

12/31/2024

Date

/s/ Bryan Feemster by al

Clerk

Further Information:

## Sheriff's or Server's Return and Affidavit upon Order for Service by Posting and Mailing

I certify that on \_\_\_\_\_ (date) I posted a copy of this summons and complaint on the premises at the following address: \_\_\_\_\_

☒ In addition, I sent a true and complete copy of the summons and complaint to the Defendant/Respondent at his or her last known address by ordinary mail.

Printed Name of Officer or Server

Signature of Officer or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

APPENDIX

20 f 2 summons



**IN THE CIRCUIT COURT OF GREENE COUNTY  
SPRINGFIELD, MISSOURI**

*Jan-30th-2025*

12/31/2024 02:14:52 PM  
**FILED**  
DEC 31 2024

CIRCUIT CLERK  
GREENE COUNTY

Judge or Division: *Div 26 Carrier*

*@ 9:30 AM*

REC. # *20028901*

AMT \$ *201.50*

(File Stamp)

Case Number: *2431-AC10191*

Plaintiff(s):  
Name: *Sandra Durham*  
Address: *10177 N Fr 137*  
*Brighton Mo 65617*  
Phone: *417-770-1066*

Defendant(s):  
Name: *Edgar Harris, Michelle*  
Address: *316 W Ken*  
*SPR MO 65802*  
Phone: *417-367-3482 / 417-901-2154*

Name: *James Durham*  
Address: *1904 S Rosewood*  
*Republic MO 65738*  
Phone: *417-720-9770*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**PETITION OF LANDLORD FOR RECOVERY OF RENT AND/OR POSSESSION**

1. Plaintiff(s) is (are) the owner(s) of the following described real property located in Greene County, Missouri at the address of: *316 W Ken, Spr Mo 65802*
2. Defendant(s) has (have) rented or leased the aforementioned real property and have agreed to pay as follows: *15th each month*
3. That said rental payment is now in arrears and there is now due unpaid rent in the amount of \$ *2200*
4. That on the *15* day of *Nov + Dec* plaintiff(s) demanded of the defendant(s) the payment of said rent, but that the Defendant(s) has (have) wholly failed and refused to pay the same, or any part thereof.
5. In addition, Defendant(s) owes to Plaintiff(s) such other sums (i.e. late fees, utilities, etc.), other than property damage, as defined in the lease in the amount of \$ \_\_\_\_\_.

Check the Box or Boxes that Apply:

☒ Wherefore, the Plaintiff(s) pray(s) for a judgment and an order of this court demanding that the Plaintiff(s) be put in possession of the aforementioned real property.

☐ Wherefore, the Plaintiff(s) pray(s) for a judgment that he (she) (it) have and recover from the Defendant(s) the sum of \$ \_\_\_\_\_ and for his (her) (its) costs herein expended in the amount of \$ \_\_\_\_\_.

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI, plaintiff(s) herein (agent of the Plaintiff(s) herein duly authorized to make this affidavit and file this statement), being first duly sworn, states that he (she) has read over the foregoing petition, and the facts herein stated are true.

NOTE: The seal of the Greene County Circuit Court MUST be affixed for this Petition to be valid.

*Sandra Durham*

Plaintiff

Subscribed and sworn to before me  
this *31st* day of *December*, *24*

*AF*

Notary or Clerk of the Greene County Circuit Court

Signature must be witnessed by a notary or court clerk.

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI  
ASSOCIATE DIVISION 24

CASE CAPTION: Sandra & James Durham v Michelle + Edgar Harris  
CASE NUMBER: 2431-AC10191

JUDGMENT

Plaintiff appears ✓ in person; \_\_\_\_\_ by attorney

Defendant appears ✓ in person; \_\_\_\_\_ by/with attorney

TRIAL conducted on the record.

Court finds for Defendants on Plaintiff's Retention  
Based upon the evidence, Court finds rent is not  
late. Court denies Defendants' counterclaim &  
finds for Plaintiffs on the counterclaim.

\_\_\_\_ Court enters judgment for Plaintiff and awards immediate possession of the premises set forth in the petition.

\_\_\_\_ AND Court awards judgment for Plaintiff for:

Rent in the amount of: \$ \_\_\_\_\_

Interest in the amount of: \$ \_\_\_\_\_

Late fees as set out in the lease  
in the amount of: \$ \_\_\_\_\_

Other amounts due under lease: \$ \_\_\_\_\_

Attorney fees: \$ \_\_\_\_\_

Court costs and service fee: \$ \_\_\_\_\_

Other in the amount of: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

\_\_\_\_ Trial on damages is set for \_\_\_\_\_

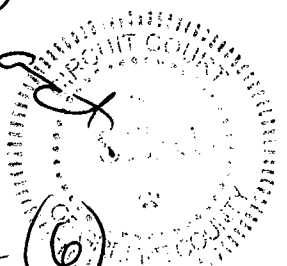
\_\_\_\_ Plaintiff dismisses without prejudice claims for damages.

It is therefore, ORDERED, ADJUDGED, and DECREED that Plaintiff has a total Judgment in the amount of \_\_\_\_\_, plus interest to accrue at the statutory rate of 9% per annum from the date of this Judgment.

2/6/25  
Date

[Signature]  
Hon. Kirsten E. Poppen  
Associate Circuit Court Judge  
Division 24 Greene County, Missouri

Exhibit Retention Double Jeopardy (6)



Refutation  
Exhibit (7)

S & J Holdings

Sandra Durham, 10177 N Farm Rd 137, Brighton MO 65617

March 15, 2025

Wanted to inform you that we will be listing the house in May 2025. Larry said you were still interested in purchasing; I would sell to you at \$160,000, we would need to do paperwork by May 15, 2025. Let me know if you are interested.

**Lease will be up on May 15, 2025, we will not be renewing this lease, you will need to vacate by that date.**

Sandra Durham

Sandra Durham  
417-770-1066

Sandra asked the  
Harris to purchase this  
house knowing about the  
numerous violations on the  
house.



Scan for details:



**Letter of Condition**

April 30, 2025

S & J Holdings LLC  
10177 N Farm Road 137  
Brighton, MO 65617

Exhibit  
Retaliation  
(8)

**Re: 316 N KEN AVE**

**BLI2025-00243**

The building or structure at the above-stated property violates Springfield's "Dangerous, Blighted, and Nuisance Building Code." See *Springfield City Code §§ 26-61 through 26-84*.

The conditions at the property: violate *Springfield City Code § 26-62*; are detrimental to city residents' health, safety, or welfare; and, are a public nuisance. The following statements list the code sections those conditions violate and describe the conditions.

26-62(12)

Those built in violation of the building, plumbing, electrical, fuel gas, property maintenance or zoning codes of the city or used in violation thereof.  
&nbsp;

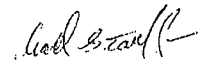
**Description:** Property is in violation of the international property maintenance code. Rear deck and accessory structure extension built without permits.

IPMC

**Description:** Soffit on rear of structure is deteriorating with holes exposing substructure, fascia covering on south side of property is hanging loose.

I am sending this letter to you as a courtesy. I want you to have a chance to correct these conditions before instituting more formal, legal proceedings against you. Corrections must be made by **May 14, 2025**. Be aware under City Ordinance permits may be required to complete these repairs. If you perform any work without a permit, it may become a matter for prosecution in Municipal Court. For permit information please visit [ecity.springfieldmo.gov](http://ecity.springfieldmo.gov), or email [building@springfieldmo.gov](mailto:building@springfieldmo.gov), or call 417-864-1585. If you have questions you may contact Chad Stauffer between the hours of 7:30-8:30 AM and 3:30-4:30 PM at (417)864-2076.

Thank you for your cooperation,



Chad Stauffer

Residential Building Inspector

cc: Edgar Harris  
316 N Ken Ave  
Springfield, MO 62502-6212

# DANGEROUS BUILDING WARNING

Addr: 316 N. Ken. Ave.

**WARNING** A BUILDING INSPECTOR OF THE CITY HAS FOUND THAT THIS STRUCTURE MAY PRESENT AN IMMEDIATE DANGER TO THE HEALTH, SAFETY AND WELFARE OF PERSONS ON OR NEAR THE PREMISE. IT IS UNLAWFUL TO REMOVE THIS NOTICE PENDING FURTHER ORDER OF THE DIRECTOR OF THE DEPARTMENT OF BUILDING DEVELOPMENT SERVICES.

Section 21-92 Springfield City Code

Inspector: Grauffer Date: 4/30/25

**NOTE** A PERMIT IS REQUIRED TO BOARD UP ANY OPENINGS IN THIS STRUCTURE. PERMITS ARE ISSUED AT THE BELOW ADDRESS AND ARE REQUIRED BEFORE BEGINNING THE WORK.

Dr.  **CITY OF  
Springfield**

Chief Stouffer  
Residential Building Inspector  
Building Development Services  
600 Illinois Avenue  
SPRINGFIELD, ILLINOIS 62761  
PH: 217-253-1234  
FAX: 217-253-1235  
www.springfield.il.gov

RVICUS  
OF  
02

FILED

06/04/2025

BRYAN FEEEMSTER  
CLERK, CIRCUIT COURT  
GREENE COUNTYIN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI  
ASSOCIATE DIVISION 24CASE CAPTION: Sandra Durham vs Edger Harris, Michelle Harris,  
CASE NUMBER: 2531-AC03819

## JUDGMENT

Plaintiff appears ☒ in person; ☒ by attorney Atty CarterDefendant appears ☒ in person; ☐ by/with attorney Debs Harris + Harris in

TRIAL conducted on the record.

person. Debs Walker + Doe do  
not appear - are in default.- Court enters judgment for Plaintiff  
on Plaintiff's Petition. See below.

- Court enters judgment for Plaintiff on Defendants' counterclaim.

☒ Court enters judgment for Plaintiff and awards immediate possession of the premises set forth in the  
petition. Defendants Harris + Harris previously relinquished possession☒ AND Court awards judgment for Plaintiff for:Rent in the amount of: \$ 1200 - (1 month April 15 - May 15)

Interest in the amount of: \$ \_\_\_\_\_

Late fees as set out in the lease  
in the amount of: \$ 20 -

Other amounts due under lease: \$ \_\_\_\_\_

Attorney fees: \$ XCourt costs and service fee: \$ 189 -

Other in the amount of: \$ \_\_\_\_\_

TOTAL: \$ 1409 -☐ Trial on damages is set for \_\_\_\_\_☐ Plaintiff dismisses without prejudice claims for damages.It is therefore, ORDERED, ADJUDGED, and DECREED that Plaintiff has a total Judgment in the  
amount of 1409 - against Defendants Harris Harris  
plus interest to accrue at the statutory rate of 9% per annum from the date of this Judgment.

Date

6/3/25Kirsten E. Popper  
Hon. Kirsten E. Popper  
Associate Circuit Court Judge  
Division 24 Greene County, MissouriEXHIBIT Retaliation Double Jeopardy (10)



IN THE CIRCUIT COURT OF \_\_\_\_\_ COUNTY, MISSOURI

|                                                              |                                                                                         |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Judge or Division:<br><u>Poppen</u>                          | Case Number:<br><u>2531-AC 03819</u>                                                    |
| Petitioner:<br><u>Sandra Durham</u>                          | Petitioner's Address/Telephone:<br><u>10177 Farm Rd 137</u><br><u>Brighton MO 65617</u> |
| SSN:<br>vs.                                                  |                                                                                         |
| Respondent:<br><u>Michelle Harris</u><br><u>Edgar Harris</u> | Respondent's Address/Telephone:<br><u>P.O. Box 44</u><br><u>Springfield MO 65804</u>    |
| SSN:                                                         |                                                                                         |

(Date File Stamp)

**Motion and Affidavit in Support of Request to Proceed As a Poor Person**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                  |                                                                                    |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------|-----------------------|--|-------------------------|--|----------------------------------|------------------|------------------------------------------------------------------------------------|------------------|-------------------|-------------|--------------------|------------------|--------------------|-------------|------------------------|-----------------------|-----------------|-------------|---------------------------------|-------------|---------------------------|-------------|---------------|-------------|--------------------------|-------------|-------------|-------------|------------------------------------|-------------|-----------------------------------|-------------|-------------------------------|--|------------|-------------|-----------------------------|------------------|-------------------------------|--------------------|--------------------------------------------------|--|------------|-------------|------------|-------------|--|--|------------|-------------|--|--|------------|-------------|--|--|---------------------|-------------|--------------------|-------------|
| Marital Status<br><u>Married</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | If Married, Spouse's name<br><u>Edgar Harris</u> | Number of dependents<br><u>0</u>                                                   |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| (Include Spouse's Income and Expenses if Married)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                  |                                                                                    |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <table border="0"> <tr> <td><b>Monthly Income</b></td> <td></td> <td><b>Monthly Expenses</b></td> <td></td> </tr> <tr> <td>Gross salary (before deductions)</td> <td>\$ <u>987.00</u></td> <td><input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Rent Payment</td> <td>\$ <u>975.00</u></td> </tr> <tr> <td>Public assistance</td> <td>\$ <u>8</u></td> <td>Utilities</td> <td>\$ <u>100.00</u></td> </tr> <tr> <td>Retirement/Pension</td> <td>\$ <u>8</u></td> <td>Food</td> <td>\$ <u>Food stamps</u></td> </tr> <tr> <td>Social Security</td> <td>\$ <u>8</u></td> <td>Payment on debts &amp; credit cards</td> <td>\$ <u>0</u></td> </tr> <tr> <td>Child Support</td> <td>\$ <u>8</u></td> <td>Child Support</td> <td>\$ <u>0</u></td> </tr> <tr> <td>Maintenance</td> <td>\$ <u>8</u></td> <td>Maintenance</td> <td>\$ <u>0</u></td> </tr> <tr> <td>Other income to be considered</td> <td>\$ <u>8</u></td> <td>Medical expenses to be considered</td> <td>\$ <u>0</u></td> </tr> <tr> <td><u>N/A</u></td> <td></td> <td><u>N/A</u></td> <td></td> </tr> <tr> <td><b>Total Monthly Income</b></td> <td>\$ <u>987.00</u></td> <td><b>Total Monthly Expenses</b></td> <td>\$ <u>1,075.00</u></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                 |                                                  |                                                                                    | <b>Monthly Income</b> |  | <b>Monthly Expenses</b> |  | Gross salary (before deductions) | \$ <u>987.00</u> | <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Rent Payment | \$ <u>975.00</u> | Public assistance | \$ <u>8</u> | Utilities          | \$ <u>100.00</u> | Retirement/Pension | \$ <u>8</u> | Food                   | \$ <u>Food stamps</u> | Social Security | \$ <u>8</u> | Payment on debts & credit cards | \$ <u>0</u> | Child Support             | \$ <u>8</u> | Child Support | \$ <u>0</u> | Maintenance              | \$ <u>8</u> | Maintenance | \$ <u>0</u> | Other income to be considered      | \$ <u>8</u> | Medical expenses to be considered | \$ <u>0</u> | <u>N/A</u>                    |  | <u>N/A</u> |             | <b>Total Monthly Income</b> | \$ <u>987.00</u> | <b>Total Monthly Expenses</b> | \$ <u>1,075.00</u> |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <b>Monthly Income</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                  | <b>Monthly Expenses</b>                                                            |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Gross salary (before deductions)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ <u>987.00</u>                                 | <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Rent Payment | \$ <u>975.00</u>      |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Public assistance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ <u>8</u>                                      | Utilities                                                                          | \$ <u>100.00</u>      |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Retirement/Pension                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ <u>8</u>                                      | Food                                                                               | \$ <u>Food stamps</u> |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Social Security                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ <u>8</u>                                      | Payment on debts & credit cards                                                    | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Child Support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ <u>8</u>                                      | Child Support                                                                      | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Maintenance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ <u>8</u>                                      | Maintenance                                                                        | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Other income to be considered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ <u>8</u>                                      | Medical expenses to be considered                                                  | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <u>N/A</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                  | <u>N/A</u>                                                                         |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <b>Total Monthly Income</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ <u>987.00</u>                                 | <b>Total Monthly Expenses</b>                                                      | \$ <u>1,075.00</u>    |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <table border="0"> <tr> <td><b>Assets</b></td> <td></td> <td><b>Debts</b></td> <td></td> </tr> <tr> <td>Cash on Hand</td> <td>\$ <u>0</u></td> <td>Home loan balance</td> <td>\$ <u>0</u></td> </tr> <tr> <td>Bank Accounts:</td> <td>\$ <u>0</u></td> <td>Automobile loan(s)</td> <td>\$ <u>0</u></td> </tr> <tr> <td>    Checking</td> <td>\$ <u>0</u></td> <td>Credit card balance(s)</td> <td>\$ <u>0</u></td> </tr> <tr> <td>    Savings</td> <td>\$ <u>0</u></td> <td>Other debts to be considered</td> <td>\$ <u>0</u></td> </tr> <tr> <td>Approximate value of home</td> <td>\$ <u>0</u></td> <td><u>N/A</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>And/or other real estate</td> <td>\$ <u>0</u></td> <td><u>N/A</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>Approximate value of automobile(s)</td> <td>\$ <u>0</u></td> <td><u>N/A</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>    (1) yr/make <u>2015 Chevy</u></td> <td></td> <td><u>N/A</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>    (2) yr/make <u>Sonic</u></td> <td></td> <td><u>N/A</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>Approximate value of personal Possessions (list)</td> <td></td> <td><u>N/A</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td><u>N/A</u></td> <td>\$ <u>0</u></td> <td></td> <td></td> </tr> <tr> <td><u>N/A</u></td> <td>\$ <u>0</u></td> <td></td> <td></td> </tr> <tr> <td><u>N/A</u></td> <td>\$ <u>0</u></td> <td></td> <td></td> </tr> <tr> <td><b>Total Assets</b></td> <td>\$ <u>0</u></td> <td><b>Total Debts</b></td> <td>\$ <u>0</u></td> </tr> </table> |                                                  |                                                                                    | <b>Assets</b>         |  | <b>Debts</b>            |  | Cash on Hand                     | \$ <u>0</u>      | Home loan balance                                                                  | \$ <u>0</u>      | Bank Accounts:    | \$ <u>0</u> | Automobile loan(s) | \$ <u>0</u>      | Checking           | \$ <u>0</u> | Credit card balance(s) | \$ <u>0</u>           | Savings         | \$ <u>0</u> | Other debts to be considered    | \$ <u>0</u> | Approximate value of home | \$ <u>0</u> | <u>N/A</u>    | \$ <u>0</u> | And/or other real estate | \$ <u>0</u> | <u>N/A</u>  | \$ <u>0</u> | Approximate value of automobile(s) | \$ <u>0</u> | <u>N/A</u>                        | \$ <u>0</u> | (1) yr/make <u>2015 Chevy</u> |  | <u>N/A</u> | \$ <u>0</u> | (2) yr/make <u>Sonic</u>    |                  | <u>N/A</u>                    | \$ <u>0</u>        | Approximate value of personal Possessions (list) |  | <u>N/A</u> | \$ <u>0</u> | <u>N/A</u> | \$ <u>0</u> |  |  | <u>N/A</u> | \$ <u>0</u> |  |  | <u>N/A</u> | \$ <u>0</u> |  |  | <b>Total Assets</b> | \$ <u>0</u> | <b>Total Debts</b> | \$ <u>0</u> |
| <b>Assets</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                  | <b>Debts</b>                                                                       |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Cash on Hand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ <u>0</u>                                      | Home loan balance                                                                  | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Bank Accounts:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ <u>0</u>                                      | Automobile loan(s)                                                                 | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Checking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ <u>0</u>                                      | Credit card balance(s)                                                             | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Savings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ <u>0</u>                                      | Other debts to be considered                                                       | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Approximate value of home                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ <u>0</u>                                      | <u>N/A</u>                                                                         | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| And/or other real estate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ <u>0</u>                                      | <u>N/A</u>                                                                         | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Approximate value of automobile(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ <u>0</u>                                      | <u>N/A</u>                                                                         | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| (1) yr/make <u>2015 Chevy</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                  | <u>N/A</u>                                                                         | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| (2) yr/make <u>Sonic</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                  | <u>N/A</u>                                                                         | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| Approximate value of personal Possessions (list)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                  | <u>N/A</u>                                                                         | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <u>N/A</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ <u>0</u>                                      |                                                                                    |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <u>N/A</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ <u>0</u>                                      |                                                                                    |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <u>N/A</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ <u>0</u>                                      |                                                                                    |                       |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |
| <b>Total Assets</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ <u>0</u>                                      | <b>Total Debts</b>                                                                 | \$ <u>0</u>           |  |                         |  |                                  |                  |                                                                                    |                  |                   |             |                    |                  |                    |             |                        |                       |                 |             |                                 |             |                           |             |               |             |                          |             |             |             |                                    |             |                                   |             |                               |  |            |             |                             |                  |                               |                    |                                                  |  |            |             |            |             |  |  |            |             |  |  |            |             |  |  |                     |             |                    |             |

(11) Exhibit Retake Double Jeopardy P12

I swear/affirm under penalty of perjury that these facts are true to my best knowledge and belief.

June 5<sup>th</sup> 2025

Date

Michael Hays

Your Signature

Subscribed and sworn to before me on \_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

### Order to Proceed as a Poor Person

- ☐ The Court, having considered the Motion and Affidavit in Support of Request to Proceed as a Poor Person, finds that \_\_\_\_\_ is without sufficient funds or assets with which to pay the advance deposit for costs in this action and, therefore, is granted leave to proceed as a poor person and the required advanced deposit for costs is waived.
- ☐ The Court, having considered the Motion and Affidavit in Support of Request to Proceed as a Poor Person, finds that \_\_\_\_\_ has sufficient funds or assets with which to pay the advance deposit for costs in this action, and therefore, the Motion is denied.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner/Judge



IN THE                      JUDICIAL CIRCUIT COURT,                     , MISSOURI

Exhibit (12)  
Retainer on Dolores Parady

|                                                                                       |                                                                                                                |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Judge or Division:<br><u>POPPEN</u>                                                   | Case Number:<br><u>2531-AC03819</u>                                                                            |
|                                                                                       | Court ORI Number:                                                                                              |
| Petitioner(s):<br><u>Sandra Durham</u>                                                | Applicant: <input checked="" type="checkbox"/> Respondent<br><input type="checkbox"/> Petitioner               |
| vs.                                                                                   | Judgment in Favor of:<br><input type="checkbox"/> Respondent<br><input checked="" type="checkbox"/> Petitioner |
| Respondent(s):<br><u>Michelle Harris</u><br><u>Edgar Harris</u><br><u>Myla Walker</u> | Judgment Date: <u>6/3/2025</u>                                                                                 |
|                                                                                       | Applicant's Telephone Number:<br><u>417 370-9010</u>                                                           |

**F I L E D**  
JUN 12 2025  
CIRCUIT CLERK  
CREENE COUNTY

(Date File Stamp)

### Application for Trial De Novo

I apply for a Trial De Novo from the judgment rendered by the court not more than 10 days ago. The petition alleged a claim of \$ 1409.00

I also understand that an application for a Trial De Novo will not stay execution of the judgment unless I post a court approved bond with this application, and I further understand if this application for Trial De Novo is dismissed or Trial De Novo judgment is entered against me, then the bond money may be used to pay this judgment and costs. (Section 512.190, RSMo)

Further, I understand that this process applies only to the signed applicant(s) below.

Michelle Harris  
Applicant Signature/Address  
P.O. BOX 64  
Springfield MO 65804

[Signature]  
Applicant Signature/Address  
P.O. BOX 64  
Springfield MO 65804

Type of Bond: ☒ Cash ☐ Surety ☐ No Bond Posted ☐ Bond Amount \$ 1,409.00

So Ordered:

06/13/2025

Date

[Signature]

Judge

### Certificate of Clerk

I certify that I have mailed a copy of the application for Trial De Novo to: ☐ Petitioner ☐ Respondent

☐ Filed with bond

☐ Filed without bond

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

NOTICE OF ENTRY  
(SUPREME COURT RULE 74.03)

In The 31st Judicial Circuit Court, Greene County, Missouri  
JUDICIAL COURTS FACILITY, 1010 N BOONVILLE AVE, SPRINGFIELD, MISSOURI 65802

SANDRA DURHAM V EDGAR HARRIS ET AL

CASE NO : 2531-AC03819-01

To: MICHELE HARRIS  
316 N. KEN  
SPRINGFIELD MO 65802

YOU ARE HEREBY NOTIFIED that the court duly entered the following:

**Filing Date**      **Description**

16-Jun-2025

App for Trial de Novo Filed

Dfts Application for Trial De Novo. Sent to Division 24 on 06/12/2025 at 1506. /jj

Judge Assigned

Trial De Novo approved. Case transferred to Dv26. sent to court 06/16/2025 at 10:58 /al

Filed By: J RONALD CARRIER

Judge/Clerk - Note

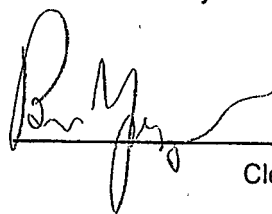
COURT NOTES CASE ASSIGNMENT. CASE MANAGEMENT CONFERENCE SET 06/26/2025 AT 10:00 AM IN DIVISION 26 COURTROOM. ALL PARTIES ARE REQUESTED TO APPEAR. IF A PARTY FAILS TO APPEAR, A DEFAULT JUDGMENT COULD BE ENTERED AGAINST THEM. COPY OF THIS ENTRY TO EACH DEFT SEPARATELY BY US MAIL. JRC/bny

Case Mgmt Conf Scheduled

Scheduled For: 26-Jun-2025 10:00 AM; J RONALD CARRIER; DIVISION 26 - 2nd Floor; Greene  
Event Location: Judicial Courts Facility, 1010 N Boonville Ave, Springfield, Mo

Notice

NOTICE OF ENTRY TO DEFTS BY US MAIL THIS DATE./bny



Clerk of Court

CC: EDGAR HARRIS

MICHELE HARRIS

ECC:

Date Printed : 16-Jun-2025

Exhibit Dabba Jevardly  
(14) Retention

31ST JUDICIAL CIRCUIT  
GREENE  
CIRCUIT COURT DOCKET SHEET  
DAILY ACTIVITY REPORT  
BY FILING DATE  
FROM 26-Jun-2025 TO 26-Jun-2027 11:59 PM

Date: 26-Jun-2025  
Time: 11:39:38AM  
Page: 1

2531-AC03819-01 SANDRA DURHAM V EDGAR HARRIS ET AL

Security Level: 1 Public

Filing Date      Description

26-Jun-2025 Case Mgmt Conf Held

YOUNGSBN

PLT BY ATTY D. CARTER BY TELEPHONE. DEFTS E. HARRIS AND M. HARRIS  
APPEAS AND ANNOUNCES THAT THEY RELINQUISH POSSESSION OF THE  
PREMISES. NO OTHER APPEARANCES. TRIAL SET 08/01/2025 AT 08:00 AM.  
JRC/bny

Bench Trial Scheduled

YOUNGSBN

Scheduled For: 01-Aug-2025; 8:00 AM; J RONALD CARRIER; Setting: 0; Greene

Show cause the Harris showed up  
But had to wait 3 1/2 hours for a no  
show by plaintiffs. (Durham family).

This is the second  
time releasing property  
to the plaintiff (Durham)  
still not entered. This is  
without prejudice. But  
was not heard that way.  
(check transcript)

**Other Orders/Judgments**

6:25-cv-03173-DPR Harris et al v.  
Durham et al

CONSENT DUE

U.S. District Court

Western District of Missouri

**Notice of Electronic Filing**

The following transaction was entered on 7/8/2025 at 1:46 PM CDT and filed on 7/8/2025

**Case Name:** Harris et al v. Durham et al

**Case Number:** 6:25-cv-03173-MDH

**Filer:**

**Document Number:** 2

**Docket Text:**

**ORDER TRANSFERRING/REASSIGNING CASE.** Case reassigned to District Judge M. Douglas Harpool for all further proceedings. Magistrate Judge David P. Rush no longer assigned to case. **PLEASE NOTE NEW CASE NUMBER: 25-3173-CV-S-MDH.** Signed on 7/8/25 by Magistrate Judge David P. Rush. Copy of order mailed to plaintiffs at address listed on docket sheet. (KSS)

**6:25-cv-03173-MDH Notice has been electronically mailed to:**

**6:25-cv-03173-MDH It is the filer's responsibility for noticing the following parties by other means:**

Edgar S. Harris  
P. O. Box 64  
Springfield, MO 65801

Michelle Harris  
P.O. Box 64  
Springfield, MO 65801

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP MOWDStamp\_ID=875559776 [Date=7/8/2025] [FileNumber=8991873-0] [e6d2d462cad29bf41c2849c731a308c56c7faa47478b3c5c02b5b2f203e15539e12d15ddf1d5aae1df2deb292850ee5f29c064d07d3e9a753bdc77473e9cf76]]

Exhibit Retained (15)



STATE OF MISSOURI  
CIRCUIT COURT, 31ST JUDICIAL CIRCUIT  
GREENE COUNTY JUDICIAL FACILITY  
1010 Boonville Avenue  
SPRINGFIELD, MISSOURI 65802-3804  
(417) 829-6005

J. RONALD CARRIER  
Assoc. Judge, Division 26

BRYCE YOUNGS  
Senior Clerk

AMY ZACEK SMITH  
Bailiff

08/01/2025

To Whom it May Concern:

EDGAR HARRIS & MICHELE HARRIS appeared in Court today. They arrived for their case at 08:00 AM. Court proceedings concluded at 08:10 AM.

Thank you,

Bryce Youngs  
Senior Court Clerk  
The Honorable J. Ronald Carrier  
31st Judicial Circuit  
Greene County, Missouri



(16) Exhibit Retention Double Jeopardy



Scan for details:



## Abatement Notice and Order

(17) Exhibit P12  
Retaliation

08/18/2025

Edgar Harris  
316 N Ken Ave  
Springfield, MO 62502-6212

S & J Holdings LLC  
10177 N Farm Road 137  
Brighton, MO 65617

**Re: 316 N KEN AVE**  
**BLI2025-00243**

The building or structure at the above-stated property violates Springfield's "Dangerous, Blighted, and Nuisance Building Code" (Springfield City Code §§ 26-61 through 26-84).

The conditions at the property: violate *Springfield City Code § 26-62*; are detrimental to city residents' health, safety, or welfare; and, are a public nuisance. The following statements list the code sections those conditions violate and describe the conditions.

26-62(12)

Those built in violation of the building, plumbing, electrical, fuel gas, property maintenance or zoning codes of the city or used in violation thereof.  
&nbsp;

**Description:** Property is in violation of the international property maintenance code. Rear deck and accessory structure extension built without permits.

IPMC

**Description:** Soffit on rear of structure is deteriorating with holes exposing substructure, fascia covering on south side of property is hanging loose.

Work on the above conditions must comply with all adopted building codes and ordinances.

Before starting work, you must:

- obtain a permit if you choose to recondition or repair your building or structure; or
- apply for a permit if you choose to demolish your building or structure.

Additional permits may be required. If you perform any work without a permit, it may become a matter for prosecution in Municipal Court. For permit information please visit [ecity.springfieldmo.gov](http://ecity.springfieldmo.gov), or email [building@springfieldmo.gov](mailto:building@springfieldmo.gov), or call 417-864-1585.

Once you have the permit(s), you must not only begin reconditioning, repairing, or removing these conditions by **October 2, 2025**, but you must also proceed continuously, without unnecessary delay. If you don't, an Administrative Hearing will be held in accordance with *Springfield City Code §§ 26-68*.

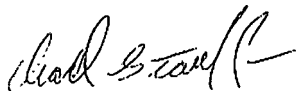
**Office of Building Development Services**  
Busch Municipal Building • 840 Boonville Avenue  
Springfield, Missouri 65802 • 417-864-1059 • [springfieldmo.gov](http://springfieldmo.gov)

22  
The structure must remain vacant until all the above conditions are abated.

A "Notice of Administrative Hearing Affecting Real Estate" has been recorded in the Greene County Recorder's Office, which could influence any future sale of the property.

An answer to this writing is permissible, but not required.

Respectfully,



---

Chad Stauffer

Residential Building Inspector

cc: Sandra L. Durham  
10177 N Farm Road 137  
Brighton, MO 65617-9449  
(MRA for S & J Holdings LLC)

Guaranty Bank  
2006 S Glenstone Ave  
Springfield, MO 65804

(Grantee: Deed of Trust, dated July 29, 2022, recorded on August 1, 2022, at Book 2022, Page 031981-22 in the Greene County Recorder's Office.)

Edgar Harris  
316 N Ken Ave  
Springfield, MO 62502-6212

MERS  
PO Box 241988  
Omaha, NE 68124-6988  
(MIN: 1009654-0000005055-2)

Nationstar Mortgage LLC  
8950 Cypress Waters Blvd.  
Coppell, TX 75019  
(MIN: 1009654-0000005055-2)

Simmons Bank  
4625 S National Ave  
Springfield, MO 65810

(Grantee: Deed of Trust, dated August 30, 2017, recorded on September 17, 2017, at Book 2017, Page 035920-17 in the Greene County Recorder's Office.)

Exhibit (18)

Catalina

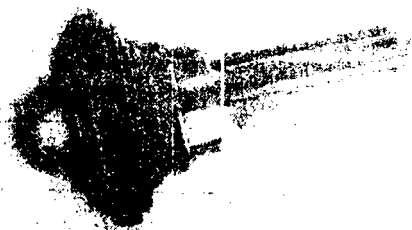
We have received the  
 three envelopes

Love My Father Days  
 the money, to

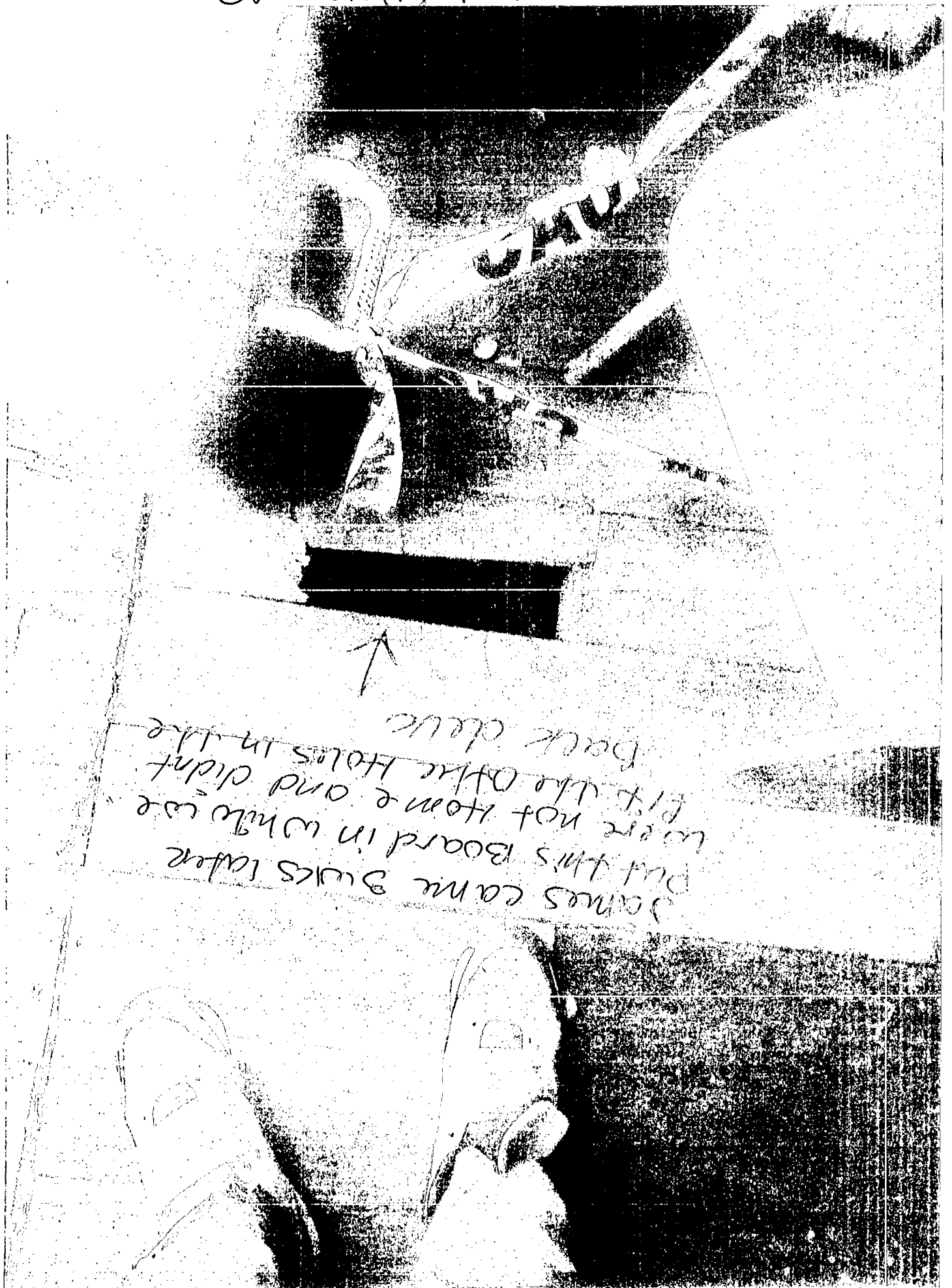
Bill N. K. H. H.

For your best ever and the  
 best in the world and  
 you have us in thank you.

Have a blessed day.



# Exhibit (19) Retainer

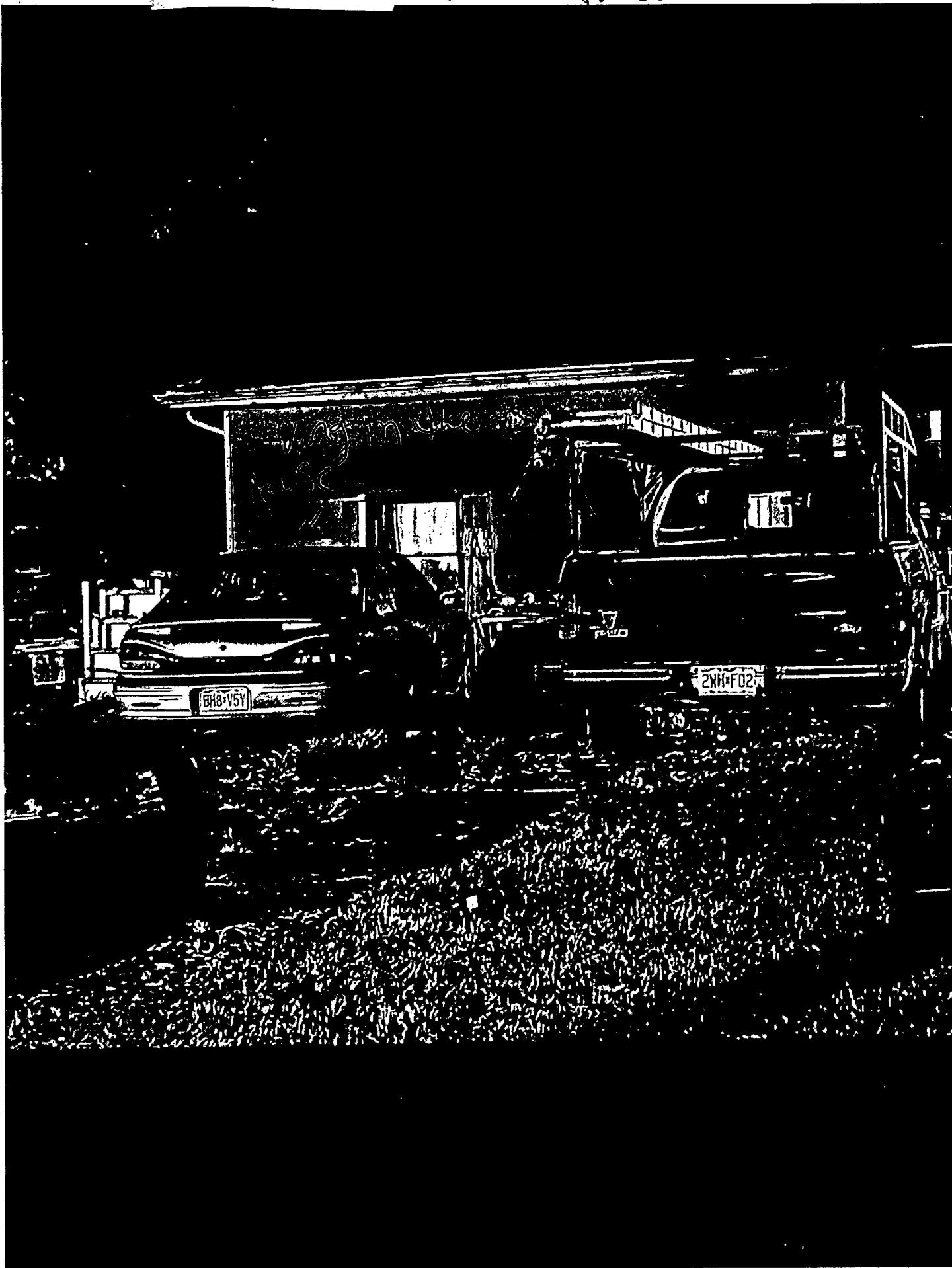


# Exhibit (20) Retaliation

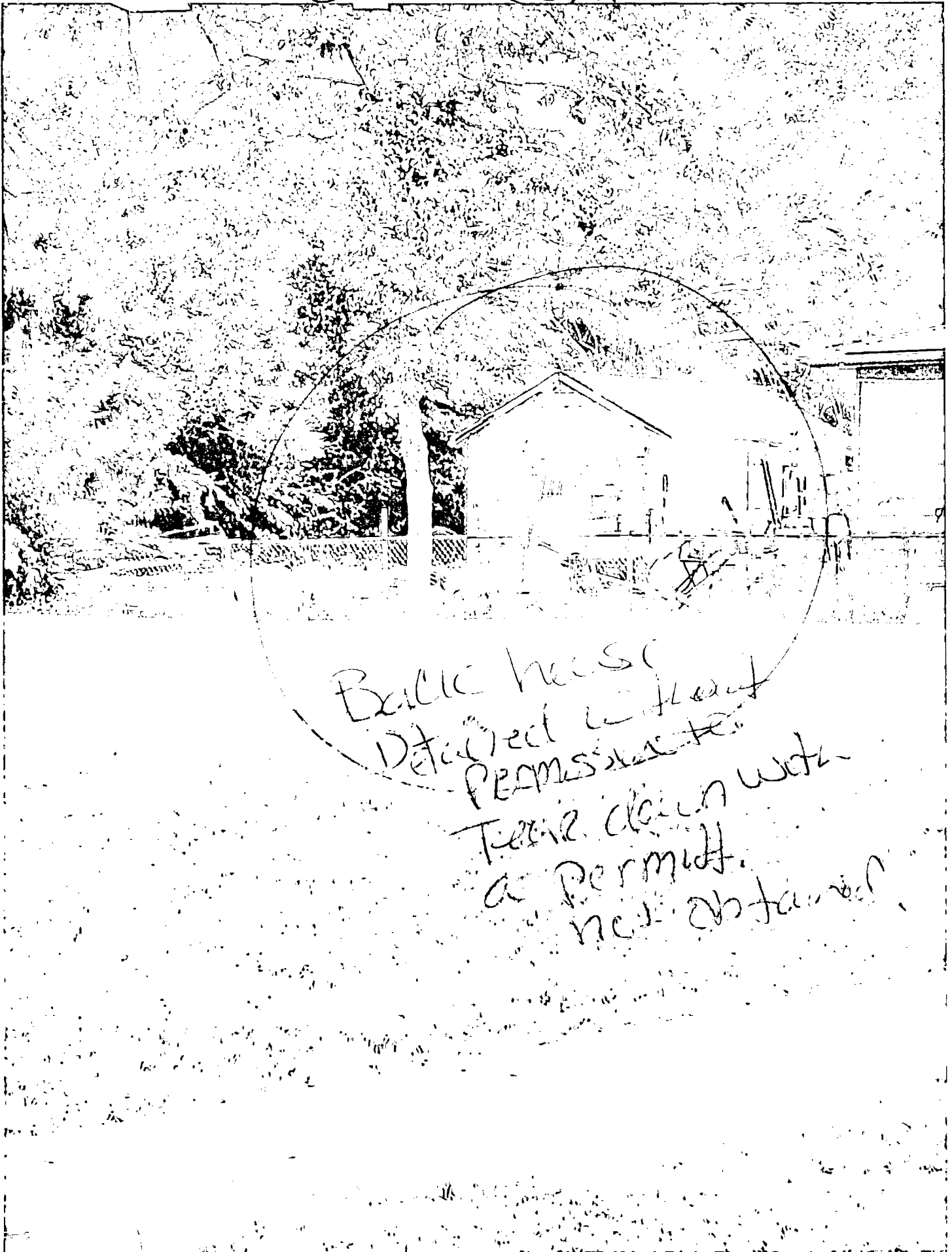
Went Taped up while city  
Harris Tech was at the  
house after Edger got  
switched by this  
one

Not  
live  
wire

# Exhibit (21) Rejuvenation



# Exhibit (22) Retaliation



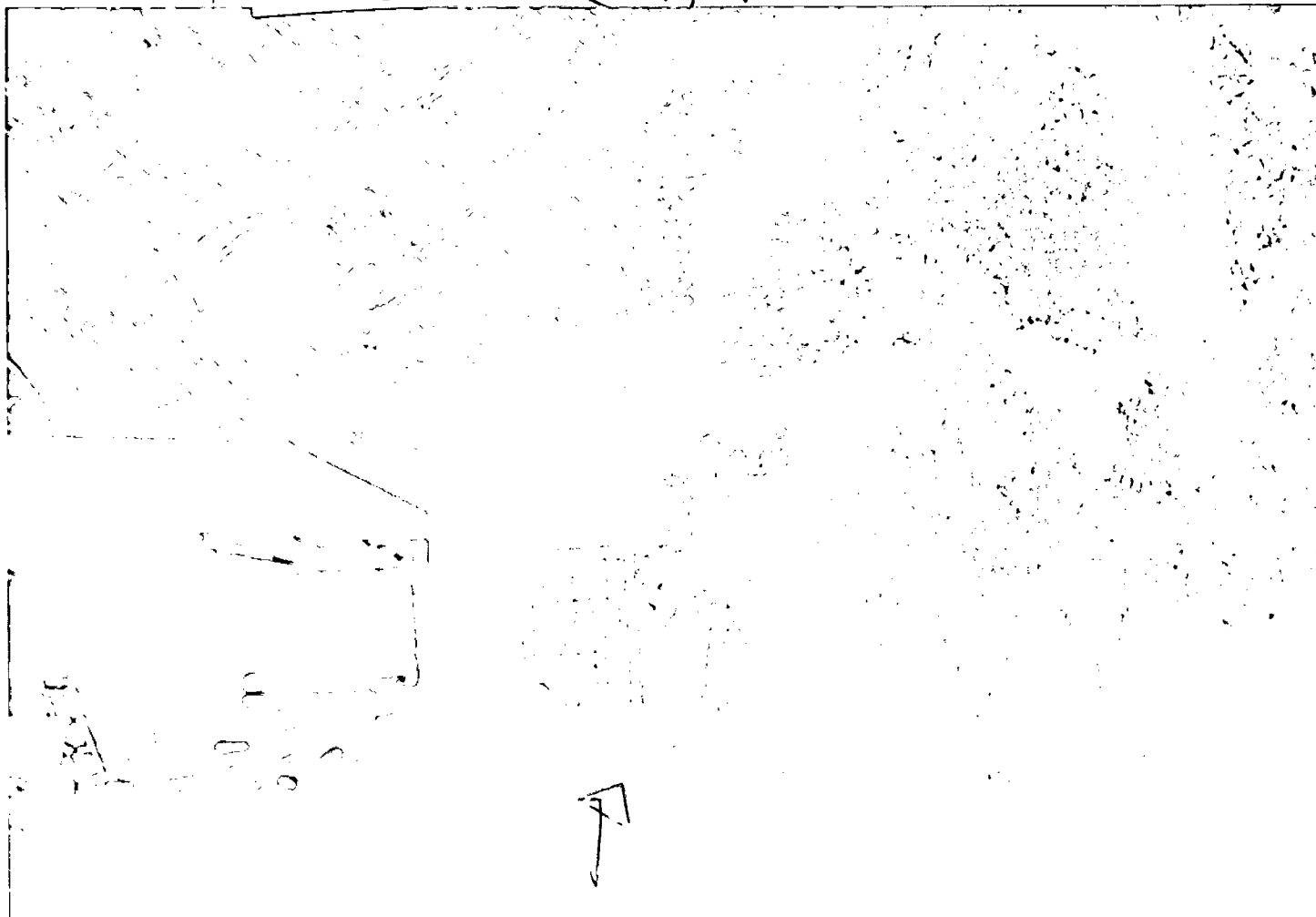
Back house  
Detached without  
permits  
Tear down with  
a permit.  
not obtained.

# Exhibit (23) Retaliation



House in Back  
attached

# Exhibit(24) Retention



UNKNOWN  
woman  
in Backyard  
moved IN with  
our furniture  
still inside  
as of 5/1/2006

Retaliation  
Exhibits  
P. 25-34

25. Statement of Case for Western District
26. Western District Notice of appeals
27. Civil cover sheet
28. US District Related case Docket sheet
29. Western District Appeal form for pauperis
30. Both Benefit Letters Michele & Edgar Harris
31. Application form for pauperis western district
32. Western District order Jan 14, 2025.
33. Western District order July 10, 2025
34. Western District order August 13, 2025

STATEMENT OF THE CASE

(retaliation)  
(25)

Sandra Durham et al...

Respondents moved in 316 N Kenave  
Springfield Missouri 65802, May 15 2024  
Called the number in the yard and  
spoke to Sandra Durham. When  
the Harris's went inside the  
property Sandra was not there.

Sandra's Family Member was  
in the house fixing it up with  
New Or Old Repairs for future  
residents. Paul Dean was his name.  
Paul Dean had to be called on to  
the landlord because what the  
Harris didn't know, Paul Dean was  
living there at 316 N. Ken Ave Sp<sup>MO</sup> 65802.  
Paul said some disturbing words to  
say about Sandra Durham.

## STATEMENT OF THE CASE

Paul Dean was upset that Sandra Durham and family (listed) was moving someone in before he could finish the repairs on the house. That didn't sit well with the Harris's because knowing the situation from their previous home with sewage it hit a soft spot that Paul was going to do a good job and finish up the remodel repairs. Paul was starting to think he still lives at the now Harris's Resident by sleeping (sneaking) in the back House shed that he built, along with a back porch Deck that was and is unsafe to walk on.

## STATEMENT OF THE CASE

When the Harris's moved in it took 1 month before Paul Dean was told by Sandra Durham after we asked her to let him finish the job. Sandra Durham and Larry Durham and James Durham, and Jerry Durham all told Paul Dean he is not allowed to come back to the property. James Durham started to come collect our Rent. Edgar Harris fell through the Back porch deck wooden floor. Edgar Has gone to the Dr. and still experiencing some numbing and tingling in his left lower and upper arm. The Harris's immediately contacted J.C. (James Durham) (We were told by Sandra to contact J.C.)

## STATEMENT OF THE CASE

Sent James Durham pictures and a text of what was going on and (see exhibit A-581) what happened. The Harris asked James Durham who is now in charge of fixing up the property after Paul Dean was fired. The Harris's text because James Durham didn't pick up his phone. Michele Harris Birthday was on July 21 Sunday on Friday 19 2024 while decorating the back porch (before we knew it wasn't safe) when Edgar Harris walked from the side porch to the back and Mr. Harris whole 'Right' Leg went through the wooden floor causing Mr Harris shoe coming off falling in the then hole in the floor. (see exhibit A-P5)

## STATEMENT OF THE CASE

Then at that time we took pictures to James Durham because we were told by Sandra Durham to Deal with James and Larry Durham.

Sat May 18<sup>th</sup> 2024 we notified Sandra Durham of the furnace going out not working May 21 2024 she sent an electrician out named Jeff, Jeff stated she doesn't like to pay, Nothing was done this day. Sat May 25<sup>th</sup> 2024 Sandra Durham Texted the Harris's saying "She could not get anybody out to our house until Monday 27<sup>th</sup> 2024." The Harris Asked for A AC unit for this 3 bedroom house that was at 80 degrees inside, the Harris sent a picture to Sandra Durham to show how hot it was inside.

Text

## STATEMENT OF THE CASE

(See Exhibit E)

Her response was "I called JC (James Durham) he's going to call you he's just getting back from the lake. Nov 25 2024 our Electricity was disconnected we paid the disconnect and it was after hours 7pm. The City Utility Tech came to the door to let us know he was at the property to restore service. When the tech turned on the lights the front of the house electricity popped off. The City Utility tech checked the breaker box located on the other side of the house. The Box was needing to be rewired to the front of the house, when the Tech went back up front and checked the furnace and it was a live wire shocked EDGAR HARRIS in front of tech Guy, live fire & flames in closet with no cover cover. The Tech Rcd Tagged the Gas line and turned it off.

(see exhibit H-HAICR Morgan Sept. 28 1978)

(See Exhibit C)

## STATEMENT OF THE CASE

We was handed A WARNING Notice of  
 Hazzardous Conditions (immediate <sup>(exhibit c)</sup> hazzard)  
 must be corrected by a qualified person,  
 the tech specifically said for the <sup>(H-VAC) qualified</sup>  
 landlord not to send a family member  
 and the H-Vac Guy Sandra sent  
 was not licensed, he had no tools  
 and looked around, called Sandra  
 Durham and she told the "H-vac Guy"  
 "Just cut the red tag get them

heat and get out of there" so he  
 checked the thermostat changed the  
 wire for the AC to the Heater wire  
 put a code in took off the Tag after  
 the Harris's advise him not to <sup>(see text exhibit)</sup>  
 Tuesday 26 November 1053AM Sandra  
 Durham texted the Harris Furnace man  
 is on his way. November 26 Tuesday 11:10AM

## STATEMENT OF THE CASE

Sandra Durham texted the Harris's, to tell them "The electrician will be by at 10 AM tomorrow to check out that furnace breaker his name is Jeff. This is the same Jeff that came out to the house on May 21, 2024. Jeff showed up say the same thing as before that when he was at the Harris's home back in May, Sandra didn't pay him for that visit to 3641 Ken Ave Sp Mo 65802. Jeff looked around looked at all the wiring and fixtures but didn't touch anything to be repaired. When Jeff looked in the furnace closet he asked who popped that red tag, the Harris's explained it was not them. Jeff said He's not touching anything and left.

STATEMENT OF THE CASE

November 30, James Durham came to pick up the Rent From the Harris's this time James Durham got out of his pick up truck Jacked (cocked) his Gun, put it in his back of his pants under his shirt. The neighbor saw and came over to check if the Harris were okay. While Edgar Harris was talking to the neighbor James Durham came in, Michele started to ask about what we can do about mice and roaches. When the Harris's moved in there were no furniture of any kind. James Durham felt that he could make jokes saying "why are all Black people scared of mice did you bring them with you (see pictures) Exhibit A 4/14/15/16

## STATEMENT OF THE CASE

James Durham asked for the rent while I was getting the money orders he says next time yall got a problem with the electric dont call the Utility Company Call him instead Bringing a gun to our resident disrespecting our home on account of whistleblowing because of a dangerous Dwelling that the Durham's all are and. (see exhibit A 7-17)

Were aware of the Conditions (see Thomas v Walmart stores Inc 2009) of this property and inside and out of this house. Everytime Larry Durham Comes to visit the House, its in the same Conditions, and he never attempts to check back on the money that was to be put in this house, same as for Jerry Durham, he has come

## STATEMENT OF THE CASE

to the House a couple of times as well and did nothing about what repairs was suppose to have been done by His second visit, he done nothing But show up for eviction - (see Appendix B) Court to put Michele & Edgar Harris and the 23yr old daughter taking care of her parents and full time working, On Feb 6, 2025 (Case 2431-AC 10191) Jerry Durham showed up for eviction Court to support James Durham because Sandra Durham Decided She would sit outside the Court Room. (Ankerton v. United States) The case was initially in Room 26 with Judge Ron Carrier, But the day of the Court session upon arriving at the Court building, the monitor reverted

## STATEMENT OF THE CASE

Our case to Courtroom 24 to Judge Hon Kristen E. Poppen where the case was set for trial by Hon Judge J Ronald Carnier with an attached counter claim for \$5000. Judge Poppen granted that the defendant did pay her rent in full. The Judge Poppen asked James Durham if she finds the respondents owe rent would you accept payment today. James Durham said "No we just want possession of the property. James Durham was not giving the rent money to whoever is responsible for keeping track of tenants rent payments, and evicting when money comes up missing (cont see)

Cont.  
Exhibit A-19, 20<sup>s</sup>

cont. **STATEMENT OF THE CASE**  
Exhibit A-19, 20

Summary of facts of this case When Judge Harpool dismissed the case in federal court he,

- ① Improperly dismissed one Count of the Complaint alleging Conspiracy (Cross v General Motors); ② Improperly revoked our forma pauperis status. ③ abused his discretion by dismissing forma pauperis. ④ Erred in assessing certain costs against 28 U.S.C. 1920. Rule 54(d) Judge Harpool dismissed the Cause of action in the circumstances of the present case. Judge Harpool should have shown Rationale (see Thompson v Walmart stores inc.) Judge Poppen Granted in favor of Tenants (respondents) for Payment of Rent but dismissed the Counter claim filed by the Respondents. (See Appendix D. " " 1

## STATEMENT OF THE CASE

We enclosed A copy of our utility Bill Because we reported several times to them and each time we were told it's the landlord's problem and take it up with my landlord. So the cost of my Gas Bill has tripled since Nov. 25<sup>th</sup>, 2025.

Retraction  
Exhibit  
(26)

U.S. District Court  
Western District of Missouri

**Notice of Electronic Filing**

The following transaction was entered on 1/5/2026 at 1:14 PM CST and filed on 1/5/2026

**Case Name:** Harris et al v. Durham et al

**Case Number:** 6:25-cv-03173-MDH

**Filer:**

**WARNING: CASE CLOSED on 07/10/2025**

**Document Number:** 7

**Docket Text:**

**TRANSMISSION of Notice of Appeal Supplement to US Court of Appeals, 8th Circuit via electronic mail. Related document [6] Notice of Appeal. (JWJ)**

**6:25-cv-03173-MDH Notice has been electronically mailed to:**

**6:25-cv-03173-MDH It is the filer's responsibility for noticing the following parties by other means:**

Edgar S. Harris  
P. O. Box 64  
Springfield, MO 65801

Michelle Harris  
P.O. Box 64  
Springfield, MO 65801

Myla Walker  
P.O. Box 64  
Springfield, MO 65801

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP MOWDStamp\_ID=875559776 [Date=1/5/2026] [FileNumber=9164447-0] [b3898397263c0002e94f57f66cd73eb22d452ea3400b23ced0cdb6cee315d271216f482681997316310f4e08fb48a3cdbe2cc21e8b019b0370126116e66c2555]]

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS** Edgar Harris  
Michelle Harris et al.

**(b) County of Residence of First Listed Plaintiff** Greene  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**

PROSE P.O. Box 64 Springfield  
MO 65801

**DEFENDANTS** Sandra Durham  
Jerry Durham et al.

**County of Residence of First Listed Defendant** Pick County  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

**Attorneys (If Known)** Douglas A-Carter  
2125 S Brentwood Blvd.  
Springfield MO 65804

**II. BASIS OF JURISDICTION (Place an "X" in One Box Only)**

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)**

- |                                         | PTF                                   | DEF                                   |                                                               | PTF                        | DEF                        |
|-----------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT (Place an "X" in One Box Only)**

Click here for: Nature of Suit Code Descriptions.

| CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | FEDERAL QUESTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | BANKRUPTCY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | OTHER STATUTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property                                                                                                                                                                                                                                                                                                                                                      | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input checked="" type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education                                                                                                                                                                                        | <b>PRISONER PETITIONS</b><br><input type="checkbox"/> Habeas Corpus:<br><input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><b>Other:</b><br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement              | <input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions | <b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609<br><input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |

**V. ORIGIN (Place an "X" in One Box Only)**

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Fair Housing Act 1964 & Housing accommodations

Brief description of cause:

Gas shut off by city utilities, no heat, held hostage, rats, pest living in walls

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

750 billion

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

6:25-cv-03002 Ronald S. Carter Div. 25

(See instructions):

Douglas Harpool

JUDGE Kristen E. Poppen Div. 24

DOCKET NUMBER 2021-HC-03811

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

Refutation  
Exhibits  
(28)

APPEAL,CLOSED

**U.S. District Court  
Western District of Missouri (Springfield)  
CIVIL DOCKET FOR CASE #: 6:25-cv-03173-MDH**

Harris et al v. Durham et al  
Assigned to: District Judge M. Douglas Harpool  
Demand: \$750,000,000,000  
related Case: 6:25-cv-03002-MDH  
Case in other court: Greene County Circuit Court,  
2531-AC03819  
Cause: 28:1343 Violation of Civil Rights

Date Filed: 06/25/2025  
Date Terminated: 07/10/2025  
Jury Demand: Plaintiff  
Nature of Suit: 443 Civil Rights:  
Accommodations  
Jurisdiction: Federal Question

**Plaintiff**

**Edgar S. Harris**

represented by **Edgar S. Harris**  
P. O. Box 64  
Springfield, MO 65801  
417-370-9016  
Email:  
PRO SE

**Plaintiff**

**Michelle Harris**

represented by **Michelle Harris**  
P.O. Box 64  
Springfield, MO 65801  
417-370-9016  
Email:  
PRO SE

**Plaintiff**

**Myla Walker**

V.

**Defendant**

**Sandra Durham**

**Defendant**

**S&J Holdings**

**Defendant**

**Jerry Durham**

**Defendant**

**James Durham**

**Defendant**

**Larry Durham**

**Defendant**

**Kirsten Poppen**

Exhibit  
K

**Motions "**

6:25-cv-03173-MDH Harris et al  
v. Durham et al **CASE CLOSED**  
on 07/10/2025

Rehabster  
Exhibits (29)

1 of 2

CLOSED

U.S. District Court

Western District of Missouri

**Notice of Electronic Filing**

The following transaction was entered on 8/11/2025 at 3:24 PM CDT and filed on 8/8/2025

**Case Name:** Harris et al v. Durham et al

**Case Number:** 6:25-cv-03173-MDH

**Filer:** Edgar S. Harris

Michelle Harris

**WARNING: CASE CLOSED on 07/10/2025**

**Document Number:** 4

**Docket Text:**

**Pro Se MOTION for leave to Appeal in forma pauperis filed by Edgar S. Harris, Michelle Harris. Suggestions in opposition/response due by 8/22/2025 unless otherwise directed by the court. (Attachments: # (1) Attachment, # (2) Cover Letter, # (3) Envelope) NEF mailed to Plaintiffs. (RLF)**

**6:25-cv-03173-MDH Notice has been electronically mailed to:**

**6:25-cv-03173-MDH It is the filer's responsibility for noticing the following parties by other means:**

Edgar S. Harris  
P. O. Box 64  
Springfield, MO 65801

Michelle Harris  
P.O. Box 64  
Springfield, MO 65801

Myla Walker  
P.O. Box 64  
Springfield, MO 65801

The following document(s) are associated with this transaction:

**Document description:** Main Document

**Original filename:** n/a

**Electronic document Stamp:**

[STAMP MOWDStamp\_ID=875559776 [Date=8/11/2025] [FileNumber=9025396-0]

EXhibit 4 R42

[bab1ea33bdc5ff46623747a60bef4a141a8d06e2ace80f13be705969b5610c06e828a  
b9e16b97ada145ec76ae5bfa32e9128fbcf4d8c2d07533f72ab92236491]]

**Document description:** Attachment

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP MOWDStamp\_ID=875559776 [Date=8/11/2025] [FileNumber=9025396-1]  
[11b3cac19951cb05f68acf25fa92698ab529c94d43d4fddbf14e3bad7d60b9365cb41  
68e2ab28dc49be92641c696281738fb068099606db9f7eafc75152ae3e8]]

**Document description:** Cover Letter

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP MOWDStamp\_ID=875559776 [Date=8/11/2025] [FileNumber=9025396-2]  
[4c1d72cae7d223ff44dd1b99187b29eb861f19dcef62ed20e882ed6df59e21f4b6a76  
ed943e07b152e739e713b0de97e2af084dd0814c2e37a9e0e39f2ee3096]]

**Document description:**Envelope

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP MOWDStamp\_ID=875559776 [Date=8/11/2025] [FileNumber=9025396-3]  
[9137a5c33f94ad6f780a8e026ba38389bbb0b3acada39453ee477b6176da5033f5130  
9bf1b44ad360171c16a43aa988d5d0895136e75acec469714e1c5b6031b]]



Date: August 29, 2025  
BNC#: 25JN474F73730  
REF: A, DI

  
 MICHELE KIMBERLY HARRIS  
 PO BOX 64  
 SPRINGFIELD MO 65801-0064

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

## Information About Current Social Security Benefits

Beginning December 2024, the full monthly Social Security benefit before any deductions is \$975.80.

We deduct \$0.00 for medical insurance premiums each month.

The regular monthly Social Security payment is \$975.00.  
(We must round down to the whole dollar.)

Social Security benefits for a given month are paid the following month. (For example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the third of each month.

We found that you became disabled under our rules on July 20, 2022.

## Information About Past Social Security Benefits

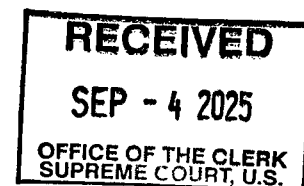
From December 2023 to November 2024, the full monthly Social Security benefit before any deductions was \$952.00.

We deducted \$0.00 for medical insurance premiums each month.

The regular monthly Social Security payment was \$952.00.  
(We must round down to the whole dollar.)

### Type of Social Security Benefit Information

You are entitled to monthly disability benefits.



See Next Page

Exhibit N 212

\*0201BEV6PB569TH\* CCM.M72.BEV6P.R2508229

**Information About Supplemental Security Income Payments**

Beginning August 2025, the current Supplemental Security Income payment is \$247.50.

This payment amount may change from month to month if income or living situation changes.

Supplemental Security Income Payments are paid the month they are due.

(For example, Supplemental Security Income Payments for March are paid in March.)

We found that you became disabled under our rules on July 20, 2022.

**Type of Supplemental Security Income Payment Information**

You are entitled to monthly payments as a disabled individual.

**Medicare Information**

You are entitled to hospital insurance under Medicare beginning January 2025.

You are entitled to medical insurance under Medicare beginning January 2025.

Your Medicare number is 6FH6JD2YR78. You may use this number to get medical services while waiting for your Medicare card.

If you have any questions, please log into Medicare.gov, or call 1-800-MEDICARE (1-800-633-4227).

**Date of Birth Information**

The date of birth shown on our records is July 21, 1972.

**Suspect Social Security Fraud?**

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

**If You Have Questions****Need more help?**

1. Visit [www.ssa.gov](http://www.ssa.gov) for fast, simple and secure online service.
2. Call us at **1-800-772-1213**, weekdays from 8:00 am to 7:00 pm. If you are deaf or hard of hearing, call TTY **1-800-325-0778**. Please mention this letter when you call.
3. You may also call your local office at **1-877-850-7824**.

SOCIAL SECURITY  
STE 100  
1570 W BATTLEFIELD ST  
SPRINGFIELD MO 65807

Retraction  
(30)



# Social Security Administration Benefit Verification Letter

Date: August 26, 2025  
BNC#: 25KR098D03938  
REF: DS



EDGAR SIMM HARRIS  
PO BOX 64  
SPRINGFIELD MO 65801-0064

\*0101BEV6MB3UVMD\* CCM.M72.BEV6M.R250826

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

## Information About Supplemental Security Income Payments

Beginning August 2025, the current Supplemental Security Income payment is \$247.50.

This payment amount may change from month to month if income or living situation changes.

Supplemental Security Income Payments are paid the month they are due.

(For example, Supplemental Security Income Payments for March are paid in March.)

We found that you became disabled under our rules on September 8, 2023.

## Type of Supplemental Security Income Payment Information

You are entitled to monthly payments as a disabled spouse.

## Date of Birth Information

The date of birth shown on our records is October 8, 1973.

## Suspect Social Security Fraud?

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

See Next Page

EXhibit M: P12

**If You Have Questions**

**Need more help?**

1. Visit [www.ssa.gov](http://www.ssa.gov) for fast, simple and secure online service.
2. Call us at **1-800-772-1213**, weekdays from 8:00 am to 7:00 pm. If you are deaf or hard of hearing, call TTY **1-800-325-0778**. Please mention this letter when you call.
3. You may also call your local office at **1-877-850-7824**.

SOCIAL SECURITY  
STE 100  
1570 W BATTLEFIELD ST  
SPRINGFIELD MO 65807

**How are we doing?** Go to [www.ssa.gov/feedback](http://www.ssa.gov/feedback) to tell us.

*Social Security Administration*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI



Edgar Harris, Michael Harris  
Plaintiff et al.,

vs. 345 Holdings LLC,  
Sandra Durham, Jerry Durham  
Defendant et al.,

Case No. \_\_\_\_\_

APPLICATION FOR LEAVE TO FILE ACTION  
WITHOUT PAYMENT OF FEES  
WITH AFFIDAVIT OF FINANCIAL STATUS IN SUPPORT

I state that I am unable to pay the fees to file an action against the defendant(s) in this case  
and that the actions of the defendant(s) have harmed me.

Attached is my Affidavit of Financial Status in support of my application to the court for  
leave to file a civil action without payment of costs.

Edgar Harris, Michael Harris  
Plaintiff

Western district Judge Denied Our transferred  
Case from another Court without Reading  
this Case.

This was sent to western district By  
8th circuit Clerk But didn't file Papers in  
System and sent back to Plaintiff (Harris)

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI

Edgar Harris, Michele Harris  
Plaintiff et al. )  
)  
vs. S&J Holdings LLC )  
Sandra Durham )  
Jerry Durham et al. )  
Defendant )

Case No. \_\_\_\_\_

AFFIDAVIT OF FINANCIAL STATUS

I, Edgar Harris, declare that I am the plaintiff in this case, that because of my poverty I am unable to pay the costs of these proceedings, and that I believe I am entitled to relief.

I further swear that the responses which I have made to the questions below and the information I have given relating to my ability to pay the costs of commencing and prosecuting this action are true.

I. MARITAL STATUS AND PERSONAL DATA

- A. Single: \_\_\_\_\_ Married: X Separated: \_\_\_\_\_ Divorced: \_\_\_\_\_
- B. Name of Spouse: Michele Harris
- C. Age of plaintiff, petitioner or complainant: 51
- D. Age of spouse: 52
- E. Address of plaintiff, petitioner or complainant: P.O. Box 64  
Springfield Mo. 65801  
Telephone: 417-370-9016
- F. Address of spouse: P.O. Box 64 Springfield Mo 65801  
Telephone: 417 307-3482

- G. State name or names of dependents who live with you, their age, address, relationship, and how much of their monthly support you provide:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## II. EMPLOYMENT

- A. Name of employer: N/A

Address of employer: N/A

Employer's telephone: N/A Length of employment: \_\_\_\_\_

Job title or description: N/A

Net Income: Monthly \$ 0 Weekly \$ 0

Gross Income: Monthly \$ 0 Weekly \$ 0

Does employer provide health insurance: Yes \_\_\_\_\_ No N/A

If employer provides health insurance, describe coverage: \_\_\_\_\_

N/A  
\_\_\_\_\_  
\_\_\_\_\_

- B. Previous employment (Answer only if presently unemployed)

Name of employer: N/A

Address of employer: N/A

Employer's telephone: N/A Length of employment: N/A

Job title or description: N/A

Net Income: Monthly \$ 0 Weekly \$ 0

Gross Income: Monthly \$ 0 Weekly \$ 0

C. Employment of spouse:

Name of employer: Social Security admin <sup>\$978.00</sup>

Address of employer: N/A

Employer's telephone: N/A Length of employment: N/A

Job title or description: N/A

Net Income: Monthly \$ 0 Weekly \$ 0

Gross Income: Monthly \$ 0 Weekly \$ 0

III. FINANCIAL STATUS

(Answer questions on behalf of both the plaintiff, petitioner or complainant and spouse).

A. Owner of real property? Yes      No X

If yes - Description: N/A

Address: N/A

In whose name? N/A

Estimated value: N/A

Total amount owed: N/A

Owed to: N/A

Annual income from property: N/A

B. Owner of automobile: Yes X No     

If yes - Number of automobiles owned: 1

Make Chevy Model Sonic Year 2015

Make N/A Model N/A Year N/A

In whose name registered? Michelle Walker Harris

Present value: N/A

Amount owed on the automobile(s): 0

Owed to: N/A

Monthly payment(s): N/A

C. Cash on hand: (Include checking and savings accounts)

\$ - 0

List names and addresses of banks and associations:

N/A

**Please do not state account numbers.**

D. Have you received within the past 12 months any money from any of the following sources:

|                                                              | Yes                                 | No                                  |
|--------------------------------------------------------------|-------------------------------------|-------------------------------------|
| Rent payments, interest or dividends?                        | —                                   | <input checked="" type="checkbox"/> |
| Pensions, trust funds, annuities or life Insurance payments? | —                                   | <input checked="" type="checkbox"/> |
| Gifts or inheritances?                                       | —                                   | <input checked="" type="checkbox"/> |
| Welfare Payments?                                            | —                                   | <input checked="" type="checkbox"/> |
| ADC or other governmental child support?                     | —                                   | <input checked="" type="checkbox"/> |
| Unemployment benefits?                                       | —                                   | <input checked="" type="checkbox"/> |
| Social Security Benefits                                     | <input checked="" type="checkbox"/> | —                                   |
| Other sources?                                               | —                                   | <input checked="" type="checkbox"/> |

E. If the answer to any item in D above was "Yes", describe each source of money and state the amount received from each during the past 12 months:

Michelle Harris receives social  
Security Benefits 12 dollars for social  
sec. and SSDI \$975.00.

## OBLIGATIONS

- Monthly utilities: Just Moved Have not received a  
Electric Bill yet for a Break down of utilities

[illegible]

V.

**OTHER INFORMATION PERTINENT TO FINANCIAL STATUS**

(Include information regarding stocks, bonds, savings bonds, either individually or jointly owned).

N/A  
/  
/

I understand that a false statement or answer to any question in this affidavit will subject me to penalties of perjury.

Edgar Harris  
Michael Harris  
Signature of Plaintiff or Plaintiffs

**VERIFICATION**

State of Missouri )  
County of Greene )

I, being first duly sworn under oath, state that I know the contents of this affidavit and that the information contained in the affidavit is true to the best of my knowledge and belief.

Michael Harris  
Edy Harris  
Signature of Plaintiff or Plaintiffs

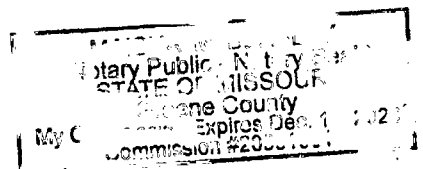
**All parties must verify**

SUBSCRIBED AND SWORN TO before me this 15 day of June, 20 25

[Signature]  
Notary Public

02-15-2027  
My Commission Expires

*I sent this to  
supreme court  
it was returned  
like this  
erased.*  
↓  
*Someone  
Tried to  
white out  
our notary?* →



P.1  
P.1-3  
copy of  
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THE  
Next  
pages  
p 4-6

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION**

**EDGAR SIMM HARRIS, et al.,**

**Plaintiffs,**

**vs.**

**SANDRA DURHAM, et al.,**

### Defendants.

**Case No. 25-cv-03002-MDH**

## ORDER

Before the Court is Plaintiffs' Application for Leave to File Action Without Payment. (Doc.

1). For the reasons stated herein, Plaintiffs' application is denied.

“Under 28 U.S.C. § 1915, the decision whether to grant or deny in forma pauperis status is within the sound discretion of the trial court.” *Cross v. Gen. Motors Corp.*, 721 F.2d 1152, 1157 (8th Cir. 1983). The Court may authorize the commencement of a suit without prepayment of fees if the Plaintiffs can show they are unable to pay the costs of the lawsuit. However, in addition, the Court is also required to conduct a review of Plaintiff’s complaint to be filed in forma pauperis. See 28 U.S.C. § 1915(e)(2) (“Notwithstanding any filing fee, or any portion thereof, that may have been paid, the court shall dismiss the case at any time if the court determines that ..... (B) the action or appeal (i) is frivolous or malicious; (ii) fails to state a claim on which relief may be granted; or (iii) seeks monetary relief against a defendant who is immune from such relief.”).

A plaintiff must plead facts that show more than a mere speculation or possibility that the defendant acted unlawfully. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). While the Court accepts the complaint’s factual allegations as true, it is not required to accept the plaintiff’s legal conclusions. *Ashcroft v. Iqbal*, 556 U.S. 662, 678, 129 S. Ct. 1937, 1949, 173 L. Ed. 2d 868 (2009). “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements,

PZ

do not suffice.” *Id.* The court’s assessment of whether the complaint states a plausible claim for relief is a “context-specific task that requires the reviewing court to draw on its judicial experience and common sense.” *Id.* at 679.

With regard to a *pro se* complaint the Court must liberally construe the allegations and “pro se litigants are held to a lesser pleading standard than other parties.” *Whitson v. Stone County Jail*, 602 F.3d 920, 922 n. 1 (8th Cir. 2010) (citation omitted). However, a Plaintiff must allege sufficient facts to support his claims. *Stone v. Harry*, 364 F.3d 912, 914 (8th Cir. 2004); citing, *Dunn v. White*, 880 F.2d 1188, 1197 (10th Cir. 1989) (regarding a pro se plaintiff, “we will not supply additional facts, nor will we construct a legal theory for plaintiff that assumes facts that have not been pleaded.”); and *Cunningham v. Ray*, 648 F.2d 1185, 1186 (8th Cir. 1981) (“pro se litigants must set [a claim] forth in a manner which, taking the pleaded facts as true, states a claim as a matter of law.”); see also, *Johnson v. Nixon*, 367 F. App’x 715 (8th Cir. 2010); citing, *Frey v. City of Herculaneum*, 44 F.3d 667, 672 (8th Cir. 1995) (complaint fell short of meeting even liberal standard for notice pleading where it was entirely conclusory and gave no idea what acts individual defendants were accused of that could result in liability).

Plaintiffs appear to meet the financial requirements for IFP. However, construing Plaintiffs’ *pro se* Complaint liberally, Plaintiffs fail to state a cause of action against Defendants that can proceed in this Court. Plaintiffs’ allegations raise issues concerning a dispute with their landlords over rent payments and partial payments and the condition of the property. Plaintiffs have filed 46 pages setting forth their complaints. While Plaintiffs make one reference to “racial profiling” and cite the Fair Housing Act, they fail to allege any facts that support either of these references or the basis for a federal claim. The Court has considered the allegations in a light most favorable to

Plaintiffs and finds that the Complaint does not provide a basis for federal jurisdiction. As a result, this Court does not have jurisdiction over Plaintiffs' claims.

Wherefore, Plaintiffs' Application to proceed IFP is hereby **DENIED** and Plaintiffs' case is dismissed without prejudice. The Clerk of the Court is directed to mail a copy of this Order to Plaintiffs.

**IT IS SO ORDERED.**

Date: January 14, 2025

*s/ Douglas Harpool*  
United States District Judge

recusal was not done by Harpold instead he took the case from David Rawn didn't ask plaintiff and DISMISSED case on Jan 14 2024 due on 17th ask to submit Jan 17

Duty

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION

6:25-cv-03173

Judge was to  
in form Plaintiff &  
they wanted to waive  
the disqualification.

EDGAR SIMM HARRIS, et al.,

Disqualification

Plaintiffs,

vs.

HAD personal knowledge of case  
SANDRA DURHAM, et al.,

Defendants.

might unconsciously & implicit biases  
influence the  
judgment.

or state 6:25-cv  
Case# 24-31-AC10191 Case#  
Case No. 25-cv-03173-MDH  
New State  
25-37AC  
03173

overt bias  
disqualified not violation  
Harriet.

under US Supreme Court  
Rule 29 Judge didn't provide  
the merit of why denied

Denied forma pauperis under  
F 2d 803 (10th Cir 1962)

Before the Court is Plaintiffs' Application for Leave to File Action Without Payment. (Doc.

Judge didn't PROBE 28 U.S.C. 1915(d) for procedures

1). For the reasons stated herein, Plaintiffs' application is denied under 28 U.S.C. § 1915

Under 28 U.S.C. § 1915, the decision whether to grant or deny in forma pauperis status is

3d 776, 779 (2d Cir. 1999) 37(e) Judge electronic signature

within the sound discretion of the trial court." Cross v. Gen. Motors Corp., 721 F.2d 1152, 1157

(8th Cir. 1983). The Court may authorize the commencement of a suit without prepayment of fees

if the Plaintiffs can show they are unable to pay the costs of the lawsuit. However, in addition, the

Court is also required to conduct a review of Plaintiff's complaint to be filed in forma pauperis.

See 28 U.S.C. § 1915(e)(2) ("Notwithstanding any filing fee, or any portion thereof, that may have

been paid, the court shall dismiss the case at any time if the court determines that ..... (B) the

action or appeal (i) is frivolous or malicious; (ii) fails to state a claim on which relief may be

granted; or (iii) seeks monetary relief against a defendant who is immune from such relief.").

A plaintiff must plead facts that show more than a mere speculation or possibility that the

defendant acted unlawfully. Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007). While the Court

accepts the complaint's factual allegations as true, it is not required to accept the plaintiff's legal

conclusions. Ashcroft v. Iqbal, 556 U.S. 662, 678, 129 S. Ct. 1937, 1949, 173 L. Ed. 2d 868 (2009). LOOK UP

"Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements,

LOOK UP

OWN admission LOOK UP

IN transcripts Sandra Olson words on testimony

LOOK UP

Retaliation Exhibit (33)

Carver said we reviewed the property 6/26/25  
properly try to return 5/1/25 we vacated 5/1/25

add to  
Bias  
Statement  
other  
case  
mischange  
of Justice

do not suffice." *Id.* The court's assessment of whether the complaint states a plausible claim for relief is a "context-specific task that requires the reviewing court to draw on its judicial experience and common sense." *Id.* at 679.

presumption of the law and Judge didn't mention trial claim a relief is mentioned monetary damage, punitive, mental anguish. With regard to a pro se complaint the Court must liberally construe the allegations and "pro se litigants are held to a lesser pleading standard than other parties." *Whitson v. Stone County Jail*, 602 F.3d 920, 922 n. 1 (8th Cir. 2010) (citation omitted). However, a Plaintiff must allege sufficient facts to support his claims. *Stone v. Harry*, 364 F.3d 912, 914 (8th Cir. 2004); citing, *Dunn v. White*, 880 F.2d 1188, 1197 (10th Cir. 1989) (regarding a pro se plaintiff, "we will not supply additional facts, nor will we construct a legal theory for plaintiff that assumes facts that have not been pleaded."); and *Cunningham v. Ray*, 648 F.2d 1185, 1186 (8th Cir. 1981) ("pro se litigants must state a claim as a matter of law."); see also, *Johnson v. Nixon*, 367 F. App'x 715 (8th Cir. 2010); citing, *Frey v. City of Herculaneum*, 44 F.3d 667, 672 (8th Cir. 1995) (complaint fell short of meeting even liberal standard for notice pleading where it was entirely conclusory and gave no idea what acts individual defendants were accused of that could result in liability). *lost lawsuit in state court*

By own admission of defendant Sandra Durham testimony to everything that is true that stated in this court by trial transcript. her own admission proved facts case number. *State court case number* set [a claim] forth in a manner which, taking the pleaded facts as true, states a claim as a matter of law."); see also, *Johnson v. Nixon*, 367 F. App'x 715 (8th Cir. 2010); citing, *Frey v. City of Herculaneum*, 44 F.3d 667, 672 (8th Cir. 1995) (complaint fell short of meeting even liberal standard for notice pleading where it was entirely conclusory and gave no idea what acts individual defendants were accused of that could result in liability). *lost lawsuit in state court*

Plaintiffs appear to meet the financial requirements for IFP. However, construing Plaintiffs' pro se Complaint liberally, Plaintiffs fail to state a cause of action against Defendants that can proceed in this Court. This Court previously denied IFP in a case filed by Plaintiffs against defendants Sandra Durham and James Durham, Case No. 6:25-cv-03002. The present action again a trial Denova without us asking Court for Judge to do names Sandra and James Durham, and also includes additional defendants, including judges and attorneys. However, Plaintiffs' allegations raise the same issues that were previously raised in Case No. 6:25-cv-03002 regarding a dispute with Plaintiffs' landlords over rent payments and partial payments and the condition of the property. Plaintiffs now include additional defendants regarding

*Judge Harper mentioned in first paragraph*  
He denied former pauper on a case that going paper was previously granted by Judge Poppen case # and transfer to district court, and Judge Poppen withdrew the old judgment and gave us a trial Denova without us asking Court for Judge to do names Sandra and James Durham, and also includes additional defendants, including judges and attorneys. However, Plaintiffs' allegations raise the same issues that were previously raised in Case No. 6:25-cv-03002 regarding a dispute with Plaintiffs' landlords over rent payments and partial payments and the condition of the property. Plaintiffs now include additional defendants regarding

CAME ON April 30 Put Danya Build on the house we vacated on May 1 2025 to Hotel lamp light for two weeks (See attachments voted stay) Case 6:25-cv-03173-MDH Document 3 Filed 07/10/25 Page 2 of 3 Got a wheel and a hel storage same day (See attach rents

their housing dispute, including allegations someone brought a gun to their house, stole rent money, and poor living conditions. Plaintiffs allege Judge Poppen denied their counterclaim on a Durham say his family knows about stealing money and his family evicted other tenants because of his stealing. Plaintiffs' complaint contains no federal claims or allegations that would be subject to this

Court's jurisdiction. The Court has considered the allegations in a light most favorable to Plaintiffs

and finds that the Complaint does not provide a basis for federal jurisdiction. As a result, this Court does not have jurisdiction over Plaintiffs' claims.

Wherefore, Plaintiffs' Application to proceed IFP is hereby **DENIED** and Plaintiffs' case is dismissed without prejudice. The Clerk of the Court is directed to mail a copy of this Order to Plaintiffs.

**IT IS SO ORDERED.**

Date: July 10, 2025

/s/ Douglas Harpool  
**DOUGLAS HARPOOL**  
**UNITED STATES DISTRICT JUDGE**

Chad is Ventrenee  
and Judge Harpool  
acknowledges we said  
POOR living conditions  
add case number from Supreme Court

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION

EDGAR S. HARRIS, MICHELE K.  
HARRIS :

Plaintiffs,

vs.

SANDRA DURHAM and JAMES  
DURHAM,

Defendants.

Case No. 6:25-cv-03002-MDH  
6:25-cv-03173-MDH

**ORDER**

Before the Court is Plaintiffs' *Pro Se* Motion for Leave to Appeal *In Forma Pauperis*. (Docs. 3 and 4). Plaintiffs have also attached their Application to Proceed Without Prepaying Fees or Costs in support. *Id.* Plaintiff wishes to proceed *in forma pauperis* seeking to appeal this Court's Order denying Plaintiffs' *Pro Se* Motion to Proceed *In Forma Pauperis*. (Docs. 2 and 3). This Court found that Plaintiffs' allegations raise issues concerning a dispute with their landlords over rent payments and partial payments and the condition of the property. *Id.* Plaintiffs have filed 46 pages setting forth their complaints. *Id.* While Plaintiffs make one reference to "racial profiling" and cite the Fair Housing Act, they fail to allege any facts that support either of those references or the basis for a federal claim. *Id.* Plaintiffs' allegations on appeal, while scattered, make arguments alleging facts from a Missouri Circuit Court proceeding Plaintiffs filed, alleged judicial misconduct from those in the Circuit Court case and allegations the Honorable Judge Douglas Harpool may have ruled on the case without seeing it, and arguments regarding Double Jeopardy.

"Under 28 U.S.C. § 1915, the decision whether to grant or deny *in forma pauperis* status is within the sound discretion of the trial court." *Cross v. Gen. Motors Corp.*, 721 F.2d 1152, 1157

(8th Cir. 1983). The Court is also required to conduct a review of Plaintiff's complaint to be filed *in forma pauperis*. See 28 U.S.C. § 1915(e)(2) ("Notwithstanding any filing fee, or any portion thereof, that may have been paid, the court shall dismiss the case at any time if the court determines that .... (B) the action or appeal (i) is frivolous or malicious; (ii) fails to state a claim on which relief may be granted; or (iii) seeks monetary relief against a defendant who is immune from such relief.").

Here, Plaintiffs' financial condition and status may well qualify them to proceed *in forma pauperis*. However, before they may proceed the Court must preliminarily consider the allegations of the Complaint under the three-prong test. Plaintiffs' *Pro Se* Complaint alleges judicial misconduct from an unnamed Circuit Court proceeding, allegations this Court ruled on Plaintiff's underlying *in forma pauperis* motions without the Judge's signoff, and issues of double jeopardy.

Even under the most liberal interpretation of Plaintiffs' Complaint, however, Plaintiff has failed to make a claim that has an arguable basis in either law or fact. Plaintiffs' allegations attempt to raise judicial misconduct that happened in the Missouri Circuit Courts. However, this Court has already ruled Plaintiff's complaint contains no federal claims or allegations that would be subject to this Court's jurisdiction. (Doc. 3). Further, the federal court share concerns for finality and consistency and have generally declined to expand opportunities for collateral attack on a state's judgment of finality. *Heck v. Humphrey*, 512 U.S. 477, 484-85, 114 S. Ct. 2364, 2371, 129 L. Ed. 2d 383 (1994).

Concerning Plaintiffs' arguments regarding whether Judge Harpool read Plaintiffs' motions for *in forma pauperis*, this Court can say unequivocally that he has. Plaintiffs argue that the Clerk's Office has not been putting all information in the records. However, Plaintiffs fail to cite anything that is missing. This Court has an obligation to render decisions in conformance with

the Constitution and laws of the United States. Judge Harpool has rendered his decision in line with the applicable laws of the United States. Because a party doesn't like the outcome of the decision does not mean that the decision was in error or of fault.

Lastly, Plaintiffs misconstrue the doctrine of double jeopardy. The Double Jeopardy Clause protects against "multiple *criminal* punishments for the same offense." *Hudson v. United States*, 522 U.S. 93, 99, 118 S.Ct. 488, 129 L.Ed.2d 450 (1997) (emphasis added). There is nothing within Plaintiffs' filings that would indicate that their unnamed Circuit Court case, nor this case involve any criminal proceeding. Plaintiffs' action is civil in nature and thus Plaintiffs are not entitled to double jeopardy.

### CONCLUSION

The Court finds Plaintiffs' Application to Proceed Without Paying Fees or Costs establishes Plaintiffs is unable to pay filing fees and court costs associated with bringing their appeal. However, the Court further finds Plaintiff's filing should be dismissed for failure to state a claim upon which relief can be granted. For these reasons, Plaintiff's *Pro Se* Motion for Leave to Appeal *In Forma Pauperis* is **DENIED**.

**IT IS SO ORDERED.**

Date: August 13, 2025

/s/ Douglas Harpool  
**DOUGLAS HARPOOL**  
**UNITED STATES DISTRICT JUDGE**



# DEPRIVATION OF RIGHTS UNDER THE "COLOR OF LAW"

Section 242 of Title 18 makes it a crime for a person acting under color of any law to willfully deprive a person of a right or privilege protected by the Constitution or laws of the United States.

For the purpose of Section 242, acts under "color of law" include acts not only done by federal, state, or local officials within the their lawful authority, but also acts done beyond the bounds of that official's lawful authority, if the acts are done while the official is purporting to or pretending to act in the performance of his/her official duties. Persons acting under color of law within the meaning of this statute include police officers, prisons guards and other law enforcement officials, as well as judges, care providers in public health facilities, and others who are acting as public officials. It is not necessary that the crime be motivated by animus toward the race, color, religion, sex, handicap, familial status or national origin of the victim.

The offense is punishable by a range of imprisonment up to a life term, or the death penalty, depending upon the circumstances of the crime, and the resulting injury, if any.

## TITLE 18, U.S.C., SECTION 242

*Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, ... shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnaping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be*

Search inside image

Translate

THE UNITED STATES DEPARTMENT OF JUSTICE

"What is judicial immunity?"

Civil immunity: Judges have absolute immunity from civil lawsuits for damages resulting from judicial acts. This protection applies to official actions like rulings and sentences, even if they are incorrect or malicious.

Limitations: The immunity is not absolute and does not protect against all actions. It can be pierced if the judge acted outside of their jurisdiction or if the act is not considered judicial.

Criminal immunity: Judges have no immunity from criminal prosecution. They can be charged and prosecuted for crimes just like any other citizen.

What is the purpose of judicial immunity?

Judicial independence: The primary goal is to protect the judicial process and allow judges to make decisions impartially, without fear of being personally sued by a losing party.

Avoiding re-litigation: Judicial immunity prevents civil lawsuits from re-litigating issues that have already been decided by a court.

Alternative remedies: If a judge's actions are improper, the appropriate remedy is through an appeal or a disciplinary process, not a civil lawsuit.

What is not covered by judicial immunity?

Criminal acts: Judges are not immune from criminal prosecution for crimes committed in their official capacity.

Non-judicial acts: Actions that are not judicial in nature or that are taken outside the judge's official capacity, such as administrative actions or actions outside of their jurisdiction, may not be covered by immunity.

Injunctive relief: In some cases, while a judge may be immune from a lawsuit for damages, a plaintiff may be able to seek prospective injunctive relief against the judge.

## IMMUNITY

The most common ways government immunity is overcome are by proving a civil rights violation under federal law, or by meeting state-specific exceptions for negligence. Breaking immunity Under federal law, immunity can be waived for a civil rights lawsuit under 42 U.S.C. § 1983, which holds government employees personally liable for money damages if they violate a person's federal constitutional rights.

This doctrine is limited by qualified immunity, which protects officials from liability unless they violated a "clearly established" constitutional right. To overcome this defense, a plaintiff must show: The official violated a specific constitutional right.

The law at the time of the violation was "clearly established," meaning any reasonable official would have known their actions were unlawful.

In practice, a finding of qualified immunity often leaves the victim with no remedy, though states can abolish qualified immunity in lawsuits based on state constitutional rights. State-specific exceptions for negligence Each state has its own tort claims act that outlines exceptions where the government waives its immunity and can be sued for negligence by its employees. For example, under the Missouri Tort Claims Act, sovereign immunity is waived in the following instances:

In Missouri, the Tort Claims Act states that the government is generally protected by sovereign immunity, meaning it cannot be sued without its consent. However, the Act provides specific waivers of this immunity, making the state liable for certain claims, particularly when a public employee's negligent operation causing a dangerous condition of public property leads to harm. Essentially, the waiver allows citizens to sue the government for these limited types of negligent acts.

Within the scope of duties: If a government employee is performing their job but acts carelessly, immunity may still apply, and the lawsuit would likely be against the government entity itself.

Outside the scope of duties: If the employee acts with deliberate and malicious intent, they may be held personally liable and not be protected by immunity. For example, a police officer who uses a traffic stop as a pretense to commit a crime would not have immunity.

Exhibit Q

Abuse of power: It describes officials using their government position, such as a police badge or official status, to violate someone's rights.

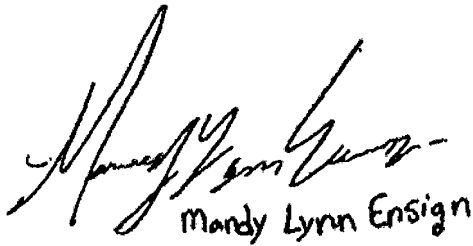
Legal authority: The phrase applies to acts done both within and beyond the bounds of an official's lawful authority, as long as they are pretending to act in their official capacity.

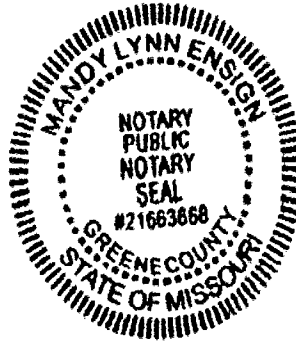
Examples: Deprivations under color of law can include excessive force, false arrest, and wrongful property deprivation.

Federal law: This concept is addressed by federal statutes like 18 U.S.C. § 242, which criminalizes the willful deprivation of rights under color of law. The FBI is a lead agency for investigating such violations.

# United States Supreme Court Washington DC.

We are U.S. Citizens and were asking that this court honor the oath that was took upon the constitution for all courts, judges, lawyers, and prosecutors, to uphold the constitution of the United State. Were not asking for the presumption of the law we are asking that you uphold the constitution of the United States Which you swore to uphold all constitutional rights.

  
Mandy Lynn Ensign



Exps 12-14-2025

January 2nd 2025

Notary Next Page

Petitioner Edgar Hara  
Petitioner Michelle Harris  
Petitioner Andrew Hughes

A civil conspiracy is an agreement between two or more parties to commit an unlawful act—or a lawful act by unlawful means—that causes legal harm or damages to a third party. It is not an independent crime, but rather a tort liability theory that allows victims to hold all participants responsible for damages caused by the conspiracy. w Wikipedia +3

## Key Elements of Civil Conspiracy

To establish a claim for civil conspiracy, the following elements generally must be proven:

- **Combination of Two or More Persons:** Multiple parties (individuals or entities) must be involved.
- **Meeting of the Minds:** There must be a shared agreement or understanding to accomplish the goal.
- **Unlawful Goal or Means:** The agreement must be to commit an illegal act, or to achieve a lawful goal

harm to the plaintiff. B Bloomberg Law +4

- **Business Interference:** Competitors working together to ruin a rival's reputation via false rumors.

**Fraudulent Actions:** Multiple parties colluding to defraud a person or entity of assets.

**Breach of Contract:** Third parties colluding with a party to a contract to cause them to breach it.  The Campbell Law ... +2

## Civil conspiracy - Wikipedia

A civil conspiracy is a form of conspiracy involving an agreement...

 Wikipedia

## Litigation, Overview Conspiracy - Bloomk

A civil conspiracy occurs wh more people agree to do so

 Bloomberg Law

AI responses may include mistakes. For legal advice, consult a professional. [Learn more](#)

Enclosed is the Certificate of Service to the Defendants on 03/31/2025 Certified mail with return receipt.

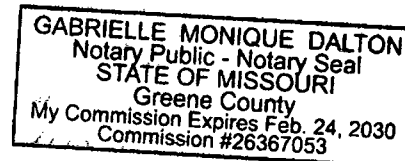
Plaintiff x Edgar Harris McWhorter

DATE: April 20, 2026

A copy has been sent to the opposing party on 03/31/2025

Notary x Gabrielle Monique Dalton

DATE: 4/20/2026



See Exhibit 9 Proof of Service  
and Exhibit 2 Return Receipts

## The Parties to This Complaint

### Defendant

Name

Sandra Durham

Job or Title  
(if known)

Owner Landlord

Street Address

10177 N Fr 137

City and County

Brighton

State and Zip Code

Missouri 65617

Telephone Number

417 370-1066

E-mail Address  
(if known)

### Defendant

Name

S & J Holdings

Job or Title  
(if known)

Trust Account Holder

Street Address

10177 N. Farm Rd 137

City and County

Brighton, Polk County

## The Parties to This Complaint

### The Defendant(s)

#### Defendant

Name

Jerry Durham

Job or Title  
(if known)

Owner - Trust Holder

Street Address

10177 N. Farm Rd 137

City and County

Brighton, Polk County

State and Zip Code

Missouri 65617

Telephone Number

417 320-1066

E-mail Address  
(if known)

#### Defendant

Name

James Durham

Job or Title  
(if known)

Agent

Street Address

10177 N. Farm Rd 137

City and County

Brighton, Polk County

Continued

The parties to this complaint

Defendant's Served

Larry Durham

Job title

owner, trust account holder

10177 N. Farm Rd. 137

Brighton Polk County

Missouri 65617

417-894-6220

Defendant

Kirsten E Poppen Div 24

Job Title

Judge of 31st Circuit Court

1010 N. Booneville

Springfield Greene County

Missouri 65801

Defendant -

Margaret Holden Palmietto Div 22

Job title

Judge of 31st Circuit Court

1010 N. Booneville

Springfield Green County

Missouri 65801

Defendant

Job title

Douglas A Carter P.C.

Attorney for representation of Sandra Durham

2125 S Brentwood Blvd

Springfield Green County

Missouri 65804

417 861-9859

~~CONFIDENTIAL~~ 19

## PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury under the laws of the State of Missouri that I served a true copy of the attached Notice of Termination as follows:

Date: 3/25/2025

Name: Sandra Durham, James Durham, Larry Durham

Address: 10177 N. Farm Rd. 137 Brighton MO 65617

Method of Service:

☒ Certified Mail

Signed by: Michèle Harris

Print Name: Michèle HARRIS

Date: 3/31/2025



We <sup>Re</sup> Deliver for You!

Download Informed Delivery APP  
to manage your redeliveries.

Sorry we missed you while you were out.

Date: 3/28

The item was sent by: DURHAM

It was sent to: HARRIS / WALKER

At this address: 316

**About the missed delivery:**

It was a:

☐ Package 3 ☐ Letter ☐ Large envelope

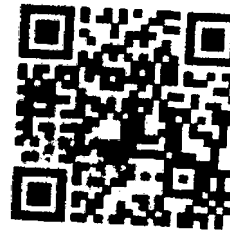
☐ Parcel Locker Eligible

Available for pickup date: \_\_\_\_\_

This is the:

☒ First attempt ☐ Final notice

**To Schedule a Redelivery:**



Scan the QR Code or go  
to [usps.com/redelivery](https://usps.com/redelivery)

Article Number:

**5293 0635 5813 8635**

**We have item/s for you which we could not deliver because:**

☐ It requires a payment of \$ \_\_\_\_\_ for:  
\_\_\_\_\_ Postage due \_\_\_\_\_ Customs

☐ Receptacle full/Item oversized

☒ No secure location available

☒ No authorized recipient available

☒ Signature required

\_\_\_\_\_ must be 18+ years old \_\_\_\_\_ must be 21+ years old

☐ Other: \_\_\_\_\_

**Please see reverse to schedule redelivery or pickup.**  
PS Form 3849, February 2021

APD