

FILED - LN
April 4, 2013 11:29 AM
TRACEY CORDES, CLERK
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: mt SCANNED BY: mt

**UNITED STATES DISTRICT COURT
DISTRICT OF MICHIGAN**

Civi

Efrem Cleaning System

Name of Plaintiff

1:13-cv-371

**Paul L. Maloney,
Chief Judge United States District Court**

Vs.

COMPLAINT

The Janitorial Agency

Name of Defendant

The Defendant, "The Janitorial Agency" ("The Agency"), is an agency that finds cleaning contracts for existing and start-up janitorial businesses. It operates its business from its office at 2600 S. Waverly Road, Lansing, MI 48911.

The Plaintiff "Efrem Cleaning System" is an entrepreneur janitorial business owned and operated by Efrem Woldeslassie ("Efrem"), an African American from Eritrean origin.

Jurisdiction

This Court has jurisdiction over this matter under 28 U.S.C. § 1331 and 42 U.S.C. § 1983, and supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367.

Background

Plaintiff, for its Complaint in the above-captioned matter, alleges as follows:

In October 2012, the Plaintiff entered into an agreement with the Janitorial Agency, whereby Efrem agreed to invest in purchasing buildings to clean (cleaning accounts) through them. When Efrem found their Web Ad, he called them. They invited him to come to Lansing, Michigan to get the deals.

Efrem traveled to Michigan. The Agency offered Efrem that if he pays \$20,000, they could find him a building to clean that will generate him \$240,000 annual income. The Janitorial Agency guaranteed that annual income as Return on the Investment and the contract was for two years.

The Janitorial Agency asked Efrem to pay the full amount up front. But Efrem refused and offered them \$10,000 as down payment instead. Efrem told them that wanted to start the new cleaning account first before he can pay them the rest of the money. They refused. Efrem decided to walk out. But, as he was walking out, they called him back and agreed to his terms. They took the \$10,000 as down payment.

Both parties agreed that the remaining \$10,000 was going to be paid from the monthly income of the new account through installment payment of \$3,500 a month.

However, instead of finding the new buildings to clean, the Defendant started to take \$3,500 from Efrem's account. Efrem asked them why they were taking money before they gave him the new cleaning account. They keep writing emails warning him unless he pays the rest of the money, they will take the down payment and they will not find him an account. Then, when they tried to take another \$3,500 from Efrem's account again, he stopped them through his bank.

Efrem sent emails telling them that he was no longer interested in their business and asked them to refund his money immediately.

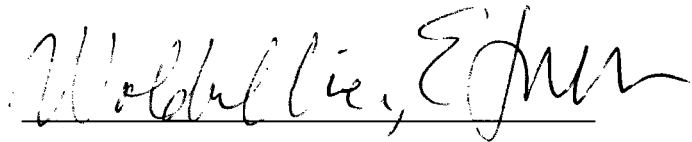
To date, the Defendant hasn't found any cleaning account and they are refusing to refund the money. Instead, they want to take more money without any service. This has been going on for the past 3 months.

WHEREFORE, the Plaintiff respectfully requests that this Court issue an order as follows:

- A. The Defendant refunds the Plaintiff's \$13,500 immediately.
- B. The Defendant pays the Plaintiff's travel expenses for the purpose of this lawsuit.

- C. Granting the Plaintiff his reasonable costs and expenses, including, if applicable and appropriate, his reasonable attorneys' fees.
- D. Granting the Plaintiff such other and further relief as the court deems just and equitable.

Dated: March, 2013.



Name: Efrem Cleaning System

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