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PLAINTIFF IN PRO PER

DISTRICT COURT

CLARK COUNTY, NEVADA

DIINELE DINAALI, an Individual Plaintiff, vs. CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS, A Delaware Partnership; CELLULAR SALES OF KNOXVILLE, INC., d/b/a CELLULAR SALES, A Tennessee Corporation; DION MORROW, an Individual; FRANKLIN JACKSON, an Individual; DOES 1 THROUGH 10; ROE CORPORATIONS 1 THROUGH 10, inclusive Defendants.	CASE NO: **A-26-949658-C** DEPT: **Dept. 31** **COMPLAINT FOR INJUNCTIVE RELIEF AND MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION** **(Filed Concurrently with Plaintiff's Emergency Motion for Temporary Restraining Order, Appendixes 1 & 2 to Plaintiff's Motion and Plaintiff's Index of Exhibits)**

Plaintiff in Pro Per, DIINELE DINAALI ("Plaintiff"), hereby files this Complaint for Injunctive Relief against Defendants CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Verizon"), CELLULAR SALES OF KNOXVILLE, INC., d/b/a CELLULAR SALES ("Cellular Sales"), DION MORROW ("Morrow"), FRANKLIN JACKSON ("Jackson"), and Does I through 10, ROE CORPORATIONS 1 through 10 (collectively, "Defendants"), and alleges based upon personal knowledge as follows:

I. JURISDICTION AND VENUE

1. Jurisdiction and venue are proper in this Court because the actions, omissions, transactions, and disputes giving rise to this claim occurred in the Las Vegas Valley, Clark County, State of Nevada.

2. Venue is proper in this judicial district as Plaintiff resides in this county.

II. PARTIES

3. Plaintiff is a resident of the City of Las Vegas, Clark County, State of Nevada.

4. Defendant Verizon is a foreign corporation doing business within Clark County, Nevada.

5. Defendant Cellular Sales is a business entity operating as an authorized agent or contract dealer for Verizon within Clark County, Nevada.

6. Defendant Morrow is an individual who, upon information and belief, acts as a Legal Liaison, corporate representative, or authorized legal agent for Defendant Verizon. Defendant Morrow is sued in his individual and representative capacity for his direct participation in the withholding of material evidence, refusal to address critical record discrepancies, and his knowing reliance upon and presentation of disputed, unauthenticated, or fabricated records in an attempt to shield Verizon from civil liability.

7. Defendant Jackson is an individual residing in or otherwise doing business within Clark County, Nevada. At all times relevant to this action, Defendant Jackson was employed as a sales agent or authorized representative for Defendant Cellular Sales, acting on behalf of and as an agent for Defendant Verizon. Defendant Jackson is sued in his individual capacity for material misrepresentations and fraudulent acts committed during the initial sales transaction in Las Vegas, Nevada.

8. Plaintiff is currently unaware of the true names and capacities of Defendants sued herein as Does I through 10, inclusive, and will amend this Complaint to allege their true capacities when ascertained.

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III. FACTUAL BACKGROUND

10. The Initial Internet Service Contract: On December 30, 2024, Plaintiff entered into a commercial agreement for internet services with Defendant Verizon via sales agent Defendant Jackson, at the Defendant Cellular Sales retail store located at 3825 S. Maryland Pkwy., Ste. A, Las Vegas, NV 89119.

11. The Pre-Existing Cost and Insurance Baseline: At the time, Plaintiff maintained a mobile device and cellular service with another telecommunications carrier at a rate of $75.64 per month, which included comprehensive device insurance coverage. Combined with the $80.00 Verizon internet service, Plaintiff's total monthly telecommunications liability across both providers was around $155.64 per month.

12. The Loss of the Device and the Inbound Inquiry: On or about May 18, 2025, Plaintiff suffered the total loss or theft of an out-of-pocket acquired iPhone 16 Pro Max device. To maintain communications, Plaintiff purchased a temporary mobile device and subsequently contacted a Verizon customer service representative by telephone for the sole, specific purpose of obtaining the setup password for the hardware internet box to establish local Wi-Fi, as the Verizon internet box did not readily display the information needed.

13. The Unsolicited Upselling and Fraudulent Inducement: In lieu of providing the requested internet configuration password, the Verizon telephone agent engaged in persistent, unsolicited marketing maneuvers to pressure Plaintiff into switching cellular providers. To induce the transaction, the agent explicitly represented that Verizon would match Plaintiff's exact combined rate of $155.00 per month, provide identical maximum comprehensive insurance coverage, and completely absorb the replacement cost of the lost iPhone 16 Pro Max, bypassing any trade-in requirements.

14. Reliance and Authorization to Port Number: Relying entirely upon the agent's material representations regarding price matching, insurance inclusion, and free immediate hardware replacement, Plaintiff authorized the Verizon agent to initiate the immediate transfer and porting of Plaintiff's existing telephone number to the Verizon network.

15. Abrupt Disconnection and Systemic Abandonment: Immediately upon successfully transferring Plaintiff's telephone number into Verizon's control, the telephone agent abruptly

disconnected the communication and failed to re-establish contact or complete the activation process.

16. The Resulting Account Disruption: Upon immediately calling Verizon back to resolve the sudden disconnection, Plaintiff discovered that Verizon corporate agents possessed no centralized record of the transaction, could not locate the freshly transferred telephone number within their active network architecture, and left Plaintiff structurally stranded after Plaintiff's prior carrier confirmed the number had already been ported out.

17. Instruction to Seek In-Store Resolution: Plaintiff was subsequently informed by an alternate Verizon representative that the internal database errors could not be remedied over the telephone, and that Plaintiff's sole recourse was to physically present themselves at a retail store location the following day to locate the missing account and device allocations.

18. The In-Store Retraction of Terms: On May 19, 2025, Plaintiff physically visited the Defendant Cellular Sales retail store located at 3825 S. Maryland Pkwy., Ste. A, Las Vegas, NV 89119 to resolve the account lockout, where Plaintiff was served in person by sales agent Defendant Jackson. Upon arrival, Defendant Jackson explicitly retracted the telephonic representative's promises, stating that Verizon would not absorb the complete cost of the lost device, and that the only available promotion was an $800.00 bill credit delayed over a 60-day processing period.

19. Coerced Concession Due to Business Economic Duress: Because Defendants already possessed exclusive control of Plaintiff's primary business telephone number—which served as an essential operational lifeline—and because reversing the porting process immediately was impossible, Plaintiff was left with no viable commercial alternative and was forced to concede to the revised, less favorable pricing scheme.

20. Affirmative Request and Confirmation of Insurance: During the in-store execution of this revised agreement, Plaintiff explicitly emphasized to Defendant Jackson that comprehensive device insurance coverage was an absolute, non-negotiable prerequisite. Defendant Jackson verbally confirmed and assured Plaintiff that full insurance and loss protection were actively included within the service structure.

21. Withholding of Written Disclosures: Despite modifying the financial obligations and activating the account, Defendants completely failed to provide Plaintiff with any copies of the

written contract, terms of service, or transaction disclosures in any shape or form at the time of the transaction.

22. The Residential Burglary Incident: On or about July 4, 2025, Plaintiff’s residence was subjected to a burglary, during which personal property—including the recently acquired iPhone mobile device—was unlawfully stolen.

23. Law Enforcement Reporting and Insurance Inquiries: On July 5, 2025, Plaintiff promptly filed an official police report detailing the theft with the Las Vegas Metropolitan Police Department (LVMPD); Burglary Incident Report No. 134202.

24. Discovery of the Deceptive Omission: Upon subsequently contacting Verizon to process the stolen device claim under the explicitly promised protection plan, Plaintiff was informed by corporate representatives that no device insurance or loss coverage existed on the account, exposing a total omission of the protection Plaintiff had been assured was active.

25. Contract Termination and Deficient Equipment Return Protocol: Deeply aggrieved by this second material breach of verbal representations, Plaintiff immediately elected to terminate all commercial relationships with Verizon. On or about July 5, 2025, Plaintiff physically returned the internet hardware box to the Defendant Cellular Sales retail store, where an agent confirmed the successful termination of services. However, the store agent refused to issue a physical receipt or written documentation of the equipment return, claiming that the store was entirely paperless and that the termination was exclusively recorded online.

26. The Final Consolidated Invoice and Full Satisfaction: On or about August 2025, following the termination of service, Plaintiff received a final consolidated invoice from Verizon totaling $1,538.94. This specific figure comprised the full remaining retail balance of the stolen iPhone device at $1,210.00, combined with two months of service billed at exactly the agreed-upon rate of $155.00 per month plus fees. Seeking to completely satisfy all legitimate obligations and sever ties, Plaintiff paid this invoice in full on September 21, 2025.

27. The Post-Termination Generation of Erratic Billing: Despite the full account payoff and account closure, Verizon systematically generated and issued a continuous sequence of erratic monthly invoices for random, unsubstantiated amounts, including:

- An invoice for $123.23 dated September 25, 2025;

- An invoice for $80.00 dated October 25, 2025;
- An invoice for $167.06 dated November 25, 2025;
- An invoice for $124.45 dated December 25, 2025;
- An invoice for $131.48 dated January 25, 2026;
- An invoice for $2.51 dated February 25, 2026;
- An invoice for $2.50 dated March 25, 2026; and
- Sequential recurring invoices for $219.26 dated in and after April 2026.

28. Unlawful Collection Threats and Credit Reporting Intimidation: Throughout this entire period, Plaintiff consistently and formally disputed each arbitrary charge with Verizon. In response to these good-faith disputes, Verizon and its billing agents failed to cease collections and instead repeatedly threatened to report the unsubstantiated balances to major consumer credit reporting bureaus, presenting an immediate threat to Plaintiff's commercial credit standing.

29. The Equipment Double-Billing and Failure to Account: The recurring $219.26 assessments stem from a penalty charge levied by Verizon for the internet hardware box—the exact hardware Plaintiff had already physically returned and surrendered to the retail store location on July 5, 2025. Outside of this unauthorized equipment charge, Verizon corporate representatives have utterly failed to provide any formal explanation, billing audit, or justification for the fluctuating, random amounts assessed against a deactivated account despite repeated requests.

30. Protracting Administrative Coercion: During the ten-month period spanning from the contract cancellation on July 5, 2025, through May 7, 2026, Verizon relentlessly issued a barrage of unauthorized invoices. This forced Plaintiff to expend exhaustive hours on telephonic communications with Verizon corporate representatives in a futile attempt to halt the improper billing stream, only to be repeatedly rebuffed with escalating collection threats.

31. The Exploitative 24-Hour Credit Ultimatum: Illustrating the bad-faith nature of these billing practices, on February 2, 2026, Plaintiff successfully compelled a Verizon representative to open an official, internal account dispute investigation. However, in direct violation of standard consumer regulatory safety protocols, Plaintiff received an automated corporate notice the very next day, February 3, 2026, declaring that unless the disputed balance was satisfied in full within twenty-four (24) hours, the account would be immediately reported to major consumer credit

reporting bureaus.

32. Systemic Deletion of Historic Account Records: Anticipating potential civil liability, Verizon systematically deleted and purged all historic transaction histories, active service agreements, and payment records from Plaintiff’s online portal. Currently, the online portal only displays the unauthorized, post-termination invoices generated after July 5, 2025. This targeted deletion occurred while Plaintiff's localized digital backups were simultaneously lost during the July 4, 2025, residential burglary, leaving Plaintiff structurally reliant on Verizon to produce the native, uncorrupted transaction history.

33. Exhaustion of Pre-Litigation Remedies and Formal Demand: On May 7, 2026, Plaintiff issued a final explicit warning to Verizon corporate agents that continued unauthorized billing would leave Plaintiff with no alternative but to seek judicial intervention. When this warning was completely ignored and followed by additional menacing collection notices, Plaintiff drafted and served a formal 10-day pre-litigation Demand Letter, affording Verizon a final administrative opportunity to cure the billing errors. Verizon failed to respond or acknowledge the demand within the ten-day window.

34. Initiation of Justice Court Action and Emergence of Defendant Morrow: Upon the expiration of the statutory demand period and a total lack of corporate response, Plaintiff officially initiated a small claims action in the Las Vegas Justice Court, captioned as Dinaali v. Cellco Partnership d/b/a Verizon Wireless, et al., Case No. 26A001421. It was only after the formal service of this lawsuit that Plaintiff was able to communicate with Defendant Morrow, who introduced himself as Verizon's designated "Legal Liaison" and subsequently initiated the shifting justifications, record withholding, and extrajudicial retaliation detailed herein.

35. The Incomplete FedEx Delivery and Production Deception: Plaintiff formally requested that Defendant Morrow produce a complete billing ledger, historical payment logs, and copies of the original service agreements. In response, Defendant Morrow engaged in deceptive production tactics, mailing a physical FedEx package containing exclusively the highly disputed, post-termination invoices while entirely omitting the historic payment verification records. Defendant Morrow subsequently made false representations that the complete ledger had been provided, and intentionally ignored Plaintiff's follow-up electronic mail communications requesting digital

documentation of the missing data.

36. The First Shifting Position Regarding Contract Existence: When initially confronted with requests to produce the written contracts governing the phone and internet accounts, Defendant Morrow affirmatively represented to Plaintiff that Verizon billed customers separately for internet and cellular services and that no separate written agreements existed between the parties, asserting instead that the account was governed strictly by boilerplate corporate Terms of Service triggered upon network activation.

37. The Second Shifting Position Regarding Insurance Omission: When questioned regarding the total omission of device insurance protection, Defendant Morrow shifted his legal narrative, asserting that device insurance is an optional feature only added upon explicit consumer request, and falsely claiming that Plaintiff had never requested such coverage during account setup.

38. The Exercise of Protected First Amendment Protest: In direct response to Defendants' ongoing operational stonewalling and aggressive billing tactics, Plaintiff exercised their First Amendment rights by publishing public consumer notice and protest platforms located at the domains www.verizon.vegas and www.dionmorrow.info to document and expose the fraudulent commercial practices of Verizon and its representatives.

39. The Fabricated Electronic Transaction Receipts: Prompted by personal animus and a desire to exact revenge for the publication of the consumer protest platforms, Defendant Morrow abruptly abandoned his prior assertions that no written contract records existed. Defendant Morrow produced two electronic receipts: one dated December 30, 2024, regarding internet service setup, and an economically implausible receipt dated May 18, 2025, purporting to establish that Plaintiff initiated cellular service via telephone and paid an upfront fee of $100.50. Morrow's fabricated invoice purports to show a combined internet and cellular billing. The receipt indicates that Plaintiff specifically declined insurance coverage.

40. Objective Factual Contradictions Exposing Forgery: The newly produced receipt is conclusively exposed as a retroactive fabrication by the following objective cross-references:

a. The Physical Location Discrepancy: The fabricated document states that the transaction occurred strictly over the telephone, whereas system data and physical history confirm the cellular transaction was completed in person at the Defendant Cellular Sales retail outlet by sales agent

Defendant Jackson.

b. The Timeline Discrepancy: The fabricated document claims cellular activation occurred on May 18, 2025, directly contradicting an official, native electronic mail confirmation from Verizon confirming the live transaction occurred on May 20, 2025.

c. The Financial Deficit Discrepancy: The fabricated document asserts Plaintiff made an upfront transaction payment of $100.50, whereas Plaintiff's certified bank records and Verizon's own May 20, 2025, confirmation explicitly establish that a zero balance ($0.00) was paid at checkout.

41. The Personal Focus of the Censorship Ultimatum: On June 18, 2026, Defendant Morrow sent a direct electronic mail communication to Plaintiff issuing an aggressive, arbitrary 24-hour ultimatum demanding the immediate deletion of specific public notice platforms. Tellingly, Defendant Morrow's demand did not seek the removal or censorship of the corporate-facing protest domain, www.verizon.vegas. Instead, his demand was strictly limited to the platforms exposing his own operational conduct and that of sales agent Franklin Jackson: www.dionmorrow.info and www.franklinjackson.info.

42. Indicia of Personal Animus and Lack of Corporate Authorization: The highly selective nature of this ultimatum demonstrates that Defendant Morrow was acting out of pure personal animus, treating a corporate consumer grievance as a private vendetta. Had this been a legitimate, authorized corporate legal action to protect a trademark or corporate brand, the matter would have been handled formally by Verizon's corporate legal department or outside counsel. Instead, Defendant Morrow bypassed all standard corporate protocols, using his managerial position to execute a private intimidation tactic designed solely to shield himself and Defendant Jackson from personal accountability.

43. Refusal to Provide Legal Authority: When Plaintiff immediately responded to the email, inquiring under what specific statutory privileges, legal grounds, or court orders Defendant Morrow was operating to demand such immediate censorship, Defendant Morrow completely refused to provide any reply or legal basis whatsoever. This bad-faith refusal further solidifies that his actions were completely extrajudicial, unauthorized, and intended purely to inflict emotional distress and pressure Plaintiff into abandoning their active claims before the court.

44. Intent to Introduce Fraudulent Evidence and Notice of Injunction: Upon discovering the

electronic fabrications, Plaintiff formally warned Defendant Morrow that unless the fraudulent documents were immediately withdrawn from the dispute, Plaintiff would seek criminal referrals and an emergency civil injunction. Defendant Morrow explicitly refused the warning, reaffirmed his intent to introduce the fabricated records at the upcoming Small Claims trial, and weaponized his corporate position to issue the retaliatory 24-hour censorship ultimatum, establishing the personal animus that necessitates the immediate intervention of this Court.

IV. CAUSES OF ACTION

COUNT I: BREACH OF CONTRACT

(Against Defendants Verizon and Cellular Sales)

45. Plaintiff incorporates paragraphs 1 through 44 by reference as if fully set forth herein. Plaintiff and Defendants entered into a binding commercial agreement for telecommunications services, which explicitly included internet service at $80.00 per month and mobile cellular service at $75.00 per month, for a total agreed-upon rate of $155.00 per month.

46. A material, non-negotiable term of this agreement was: (a) reimbursing the total cost of the lost device to the prior carrier; and (b) the inclusion of maximum, comprehensive device insurance and loss protection coverage to safeguard Plaintiff's new iPhone 16 Pro Max mobile device.

47. Defendants breached the express terms of this agreement and the implied covenant of good faith and fair dealing by failing to activate the requested insurance coverage, failing to absorb the replacement cost of Plaintiff's lost hardware, and subsequently refusing to promptly release and transfer Plaintiff's vital business telephone number for a period exceeding two months.

48. As a direct result of Defendants' material breaches, Plaintiff suffered severe commercial disruption, was forced to purchase replacement hardware fully out-of-pocket, and was subjected to continuous, unauthorized post-termination billing collections.

COUNT II: DECEPTIVE TRADE PRACTICES & CONSUMER FRAUD

(Nevada Revised Statutes §§ 598.0915, 598.0923, and NRS § 41.600)

(Against All Defendants)

49. Plaintiff incorporates paragraphs 1 through 48 by reference as if fully set forth herein.

50. Defendants, through their telephone agents and Defendant Jackson, knowingly made

false, misleading, and fraudulent representations regarding account pricing, plan credits, and the activation of device insurance protection to deceptively induce Plaintiff into switching carriers.

51. Defendants further violated the Nevada Deceptive Trade Practices Act by knowingly failing to provide Plaintiff with copies of written disclosures or contracts at the time of the transaction, and by later generating erratic, fluctuating, and unverified monthly invoices on a closed account.

52. Defendant Morrow actively participated in and perpetuated this statutory fraud by knowingly relying upon, presenting, and threatening to introduce altered, backdated, or fabricated electronic transaction receipts in a bad-faith effort to escape civil liability and defeat Plaintiff's claims.

53. Because Defendants' deceptive practices were committed in the regular course of consumer commerce, Plaintiff is entitled to a judicial declaration and permanent equitable relief under NRS § 41.600 to halt these deceptive practices and protect the integrity of the record.

COUNT III: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against All Defendants)

54. Plaintiff incorporates paragraphs 1 through 53 by reference as if fully set forth herein.

55. Following Plaintiff's explicit termination of services due to fraud, Defendant Cellular Sales, by and through its local retail staff and Defendant Franklin Jackson, initiated a coordinated campaign of workplace hostility, administrative sabotage, and outright retaliation.

56. On July 5, 2025, Plaintiff promptly returned the physical internet hardware box directly to the retail outlet. Instead of processing the return in good faith, tracking the equipment, and terminating the contract as legally required, Defendant Cellular Sales deliberately withheld the returned hardware from corporate processing channels. They intentionally left the predatory contract open and active in direct retaliation for Plaintiff uncovering their fraudulent upselling schemes.

57. During Plaintiff's subsequent visits to the retail location to rectify the billing, the staff at Cellular Sales treated Plaintiff with extreme disdain, using aggressive, unprofessional language, berating Plaintiff openly, and talking down to Plaintiff in a malicious attempt to inflict duress and escape accountability.

58. Demonstrating a consciousness of guilt and operational panic, Defendant Franklin Jackson abruptly ceased employment at the Cellular Sales outlet immediately following these volatile interactions, leaving the fabricated account trail to be aggressively covered up by regional management.

59. Defendant Morrow’s escalating campaign of personal vengeance transcends the boundaries of a standard commercial dispute and constitutes extreme and outrageous conduct.

60. Upon discovering that his operational failures were being documented publicly via protected consumer protest platforms, Defendant Morrow weaponized his managerial position to execute a private vendetta. This outrageous conduct includes:

- The deliberate fabrication or manipulation of electronic corporate receipts to deceive the court and fraudulently misrepresent the financial timeline;

- The exploitation of proprietary billing networks to manufacture false debt trails and issue severe credit reporting threats against a deactivated account; and

- The execution of an extrajudicial, bad-faith electronic mail ultimatum demanding the immediate 24-hour censorship of personal information sites, while explicitly bypassing corporate-facing domains.

61. Defendant Morrow acted intentionally and with reckless disregard for the probability of causing severe emotional distress, fully aware that manipulating legal evidence and deploying high-pressure extrajudicial threats would inflict severe mental anguish, anxiety, and duress upon a self-represented litigant.

62. Immediate judicial intervention is necessary to restrain Defendant Morrow's ongoing tortious conduct and protect Plaintiff from continued bad-faith harassment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in their favor and against Defendants, granting the following non-monetary, equitable, and injunctive relief:

1. DECLARATORY RELIEF: A judicial declaration that the electronic transaction record presented by Defendants dated May 18, 2025, and certain invoices contain material discrepancies, lack proper authentication, and cannot be deemed reliably authentic until a comprehensive evidentiary audit is completed by the Court and appropriate governmental agencies;

2. PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF: An order strictly prohibiting Defendants, their counsel, corporate employees, and retail agents from introducing, relying upon, or presenting the disputed, unauthenticated receipts and invoices at any trial or hearing until their structural metadata and systemic creation history are verified;

3. EVIDENCE PRESERVATION MANDATE: A strict order commanding Defendants to immediately halt any automated deletion routines and permanently preserve all native electronic data, back-end system logs, audit trails, user access logs, internal account notes, employee communications, and call recordings relating to Plaintiff's accounts;

4. CESSATION OF EXTRAJUDICIAL INTIMIDATION: An injunction restraining Defendants and their agents from issuing unilateral, extrajudicial 24-hour ultimatums, threats of adverse credit reporting, or arbitrary censorship demands targeting Plaintiff's protected public consumer notice platforms; and

5. LAW ENFORCEMENT AND REGULATORY REFERRAL: An order formally referring any judicially uncovered evidence of record falsification, bad-faith data manipulation, or perjury to the appropriate state, federal, and local law enforcement and regulatory authorities for independent investigation.

6. Other and Further Relief: Granting such other, further, or alternative equitable and injunctive relief as this Court deems just, proper, and necessary under the circumstances to preserve equity and protect the integrity of the administration of justice.

Plaintiff explicitly seeks no monetary or compensatory damages in this action, reserving all financial claims exclusively for the appropriate alternate dispute resolution forums.

DATED this 22nd day of June, 2026.

Respectfully submitted,

/s/ Diinele Dinaali

Plaintiff in Pro Per, DIINELE DINAALI

VERIFICATION

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct, and that this document was executed in Las Vegas, Nevada on June 22, 2026.

/s/ Diinele Dinaali

Plaintiff in Pro Per, DIINELE DINAALI