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Steven D. Grierson
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DIINELE DINAALI
4200 Paradise Road, Apt. 2028
Las Vegas, NV 89169
(310) 346-3635
hi@diinele.email

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: DEPT: **PLAINTIFF'S EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION; MEMORANDUM OF POINTS AND AUTHORITIES** **[Filed Concurrently with Plaintiff's Complaint, Appendixes 1 & 2 to Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction, and Plaintiff's Index of Exhibits]** HEARING DATE: HEARING TIME:

Plaintiff Diinele Dinaali ("Plaintiff"), representing themselves in Pro Per, hereby respectfully moves this Court on an emergency basis for the issuance of a Temporary Restraining Order ("TRO") and subsequent Preliminary Injunction against Defendants Cellco Partnership d/b/a Verizon Wireless ("Verizon"), Cellular Sales of Knoxville, Inc. ("Cellular Sales"), Dion Morrow ("Morrow"), and Franklin Jackson ("Jackson") (collectively, "Defendants") pursuant to Nevada Rules of Civil Procedure ("NRCP") 65, Nevada Revised Statutes ("NRS") 33.010, and Rule 2.20 of the Rules of the District Court of the State of Nevada ("EDCR").

Plaintiff submits this Motion to protect the integrity of pending judicial proceedings and criminal investigations against Defendants and to prevent immediate, irreparable spoliation of evidence and extrajudicial intimidation. This motion is backed by clear documentary contradictions that expose a bad-faith campaign by Defendants to rely upon fabricated paper trails to defeat Plaintiff's claims and avenge Plaintiff's tactics.

Plaintiff seeks an immediate order: (1) restraining Defendants from introducing, relying upon, or presenting the disputed electronic receipts dated December 30, 2024, and May 18, 2025, at any trial, hearing, or investigation until their native backend metadata can be fully audited; (2) commanding Defendants to immediately preserve all back-end server files, audit trails, and internal system communication logs related to Plaintiff's account; and (3) enjoining Defendant Morrow from executing unauthorized, extrajudicial 24-hour censorship ultimatums or reporting false debts to credit bureaus pending the outcome of this action.

This Motion is supported by the attached Memorandum of Points and Authorities, the verified allegations contained within Plaintiff's concurrently filed Civil Complaint, and the Verification executed under penalty of perjury.

DATED this 22nd day of June, 2026.

Respectfully submitted,

/s/ Diinele Dinaali

Plaintiff in Pro Per, DIINELE DINAALI

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MEMORANDUM OF POINTS AND AUTHORITIES

I. RELEVANT FACTUAL TIMELINE AND CONTEXT

Plaintiff incorporates paragraphs 1 through 62 of the concurrently filed Civil Complaint as if fully set forth herein.

1. On December 30, 2024, Plaintiff entered into an internet service agreement at the Defendant Cellular Sales outlet in Las Vegas (Complaint ¶ 10).
2. Following the physical loss of an iPhone 16 Pro Max in May 2025, Plaintiff was deceptively upsold and fraudulently induced by a Verizon phone representative to switch cell providers under explicit promises of a flat $155.00 monthly rate, zero out-of-pocket stolen hardware replacement costs paid to the previous provider, and comprehensive insurance coverage (Complaint ¶ 11-13).
3. Upon authorizing the number porting, the representative hung up. When Plaintiff visited the retail store on May 20, 2025, Defendant Jackson retracted the phone promises, but explicitly stated that full loss insurance was actively integrated into the modified checkout (Complaint ¶ 15-20).
4. On July 4, 2025, Plaintiff's residence was burglarized, and the new iPhone was stolen (Complaint ¶ 22).
5. Upon making an insurance claim, Verizon informed Plaintiff that no protection plan existed (Complaint ¶ 24).
6. Faced with a double breach of contract and deception by Verizon, Plaintiff promptly cancelled the contract, returned the hardware internet box on July 5, 2025, and paid a final consolidated payoff of $1,538.94 on September 21, 2025, but was subsequently bombarded with erratic, fluctuating post-termination bills and immediate credit bureau reporting threats (Complaint ¶ 25-27).
7. Faced with the possibility of legal action, defendant Verizon purged Plaintiff’s historical payment data from the online portal (Complaint ¶ 32).
8. To check these bad-faith billing actions, Plaintiff filed a Small Claims action in Las Vegas Justice Court (Case No. 26A001421) (Complaint ¶ 33).
9. To further contest these bad-faith billing actions, Plaintiff published two protest sites:

www.verizon.vegas and www.dionmorrow.info (Complaint ¶ 38).

10. In retaliation, Defendant Morrow—acting under clear personal animus—produced several highly contradictory electronic invoices and receipts filled with factual impossibilities (e.g., claiming over-the-phone execution and a $100.50 cash payment that directly contradicts certified bank ledger deficits) (Complaint ¶ 34-40).
11. On June 18, 2026, Defendant Morrow sent an unauthorized email issuing an arbitrary 24-hour ultimatum demanding the deletion of public notice sites exposing his operational misconduct (www.dionmorrow.info and www.franklinjackson.info), while notably leaving the corporate domain www.verizon.vegas untouched—demonstrating a rogue, private extrajudicial vendetta executed through corporate tools (Complaint ¶ 41-43).
12. Defendant Morrow has reaffirmed his intention to appear at the November 4, 2026 small claims hearing and introduce the fabricated documents in defense of Verizon despite having been warned of the consequences (Complaint ¶ 44).

II. PLAINTIFF’S SUMMARY OF CLAIMS

The core of Plaintiff’s action rests on a systemic pattern of false promises, unauthorized and frivolous billing, and intentional data manipulation by Verizon. The gist of the Plaintiff's claims can be broken down into four distinct elements:

- THE PRE-ENROLLMENT MISREPRESENTATION**:** Plaintiff was intentionally misled regarding the immediate replacement of a phone lost prior to joining Verizon, resulting in severe financial detriment.
- THE STOLEN DEVICE NON-RESOLUTION**:** Plaintiff was further denied a remedy and "stiffed" regarding a subsequent Verizon phone that was stolen.
- FRIVOLOUS POST-TERMINATION BILLING**:** Verizon continuously and illegitimately billed the Plaintiff for services never rendered after the service contract was explicitly terminated, only ceasing when legal action became imminent.
- SPOLIATION OF RECORDS AND EVASION**:** Verizon failed to provide mandatory documentation to which Plaintiff was legally entitled. Furthermore, historical account data previously accessible to Plaintiff has been entirely wiped clean without a trace or replacement. Verizon personnel actively ignored all inquiries until Plaintiff filed this Small

Claims action.

III. RETALIATORY CAMPAIGN & INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Defendant Morrow's escalating campaign of personal vengeance transcends the boundaries of a standard commercial dispute and crosses directly into intentional, tortious misconduct. When Plaintiff exercised their First Amendment right to publish public notice websites to document these operational failures, Defendant Morrow weaponized his corporate position.

On June 18, 2026, Defendant Morrow issued an aggressive, extrajudicial 24-hour ultimatum demanding immediate censorship of these platforms, completely refusing to provide any legal basis for his demands. Actively manufacturing fraudulent evidence to strip a self-represented litigant of their civil remedies, while simultaneously deploying extrajudicial intimidation tactics to silence them, constitutes extreme and outrageous conduct designed to inflict severe mental anguish, anxiety, and distress upon Plaintiff.

IV. CONCURRENT REGULATORY AND LAW ENFORCEMENT DISCLOSURES

Plaintiff hereby provides formal notice to this Court that due to the severe, malicious nature of the Defendants' conduct—specifically including the suspected fabrication of electronic evidence, conversion of hardware, and predatory billing practices—Plaintiff is actively pursuing independent criminal, statutory, and administrative referrals for systematic consumer fraud.

These active enforcement referrals are being submitted to federal, state, and local agencies, including the United States Attorney's Office, the Federal Bureau of Investigation (FBI/IC3), the Federal Communications Commission (FCC), the Federal Trade Commission (FTC), the Consumer Financial Protection Bureau (CFPB), and the Nevada Attorney General's Bureau of Consumer Protection.

Plaintiff reserves the right, upon the progression of these investigations or the formal filing of these regulatory complaints, to seek leave of this Court to file comprehensive supplemental pleadings detailing the administrative findings, evidence, and actions taken by these governing bodies.

V. LEGAL STANDARD FOR INJUNCTIVE RELIEF IN NEVADA

Under NRS 33.010 and established Nevada Supreme Court precedent, a plaintiff seeking a preliminary injunction must establish: (1) a reasonable probability of success on the merits; (2) that the plaintiff will suffer irreparable harm for which monetary damages are inadequate if the injunction is denied; and (3) that the balance of hardships favors the moving party. In addition, the central underlying purpose of preliminary injunctive relief is to preserve the true status quo between the parties pending a full adjudication on the merits.

See *Posner v. U.S. Bank N.A.*, 140 Nev. Adv. Op. 22, 545 P.3d 1150 (Nev. 2024); *Excellence Cmty. Mgmt., LLC v. Gilmore*, 131 Nev. 347, 351, 351 P.3d 720, 722 (Nev. 2015). Injunctive relief is proper where the moving party can demonstrate a reasonable likelihood of success on the merits and that, absent such relief, they will suffer an immediate, irreparable injury for which a standard retroactive cash payout will not suffice.

See also *Planned Parenthood Mar Monte, Inc. v. State*, 142 Nev. Adv. Op. 40 (Nev. 2026). The Nevada Supreme Court reinforces that statutory deception in consumer commerce—especially where actions involve moving targets or unconstitutionally deceptive practices—supports establishing a reasonable likelihood of success on the merits to secure an immediate preliminary injunction.

Furthermore, under Nevada spoliation law, a defendant's duty to preserve records arises the moment they have notice of a dispute. *Aiello v. Kroger Company*, 2010 WL 3522259 (D. Nev.). A court possesses full equitable discretion to issue a preventative preservation mandate to block data manipulation. Conduct is considered "extreme and outrageous" under Nevada law when it goes entirely "outside all possible bounds of decency" and is regarded as "utterly intolerable in a civilized community." *Star v. Rabello*, 97 Nev. 124, 125, 625 P.2d 90, 91-92 (1981); *Olivero v. Lowe*, 116 Nev. 395, 398, 995 P.2d 1023, 1025 (2000).

VI. LEGAL ARGUMENT

A. Plaintiff Demonstrates a High Likelihood of Success on the Merits

Plaintiff is highly likely to prevail on their underlying claims for Deceptive Trade Practices (NRS § 598.0915) and Intentional Infliction of Emotional Distress (IIED). The record contains clear, objective discrepancies that expose Defendant Morrow’s recently produced transaction documentation as a retroactive fabrication.

The suspect documents assert a live transaction took place over the phone on May 18, 2025, and included an upfront transaction payment of $100.50. However, native, unmanipulated emails from Verizon explicitly establish that the account transaction actually occurred on May 20, 2025, at a physical retail store location, showing a zero checkout cost ($0.00). This is supported by Plaintiff's certified banking records, which confirm no such fee was ever drawn. Under Nevada law, using modified or fabricated records to shield an entity from civil liability and force the extrajudicial censorship of consumer complaints constitutes systemic consumer fraud, making a permanent declaration of record invalidity highly probable.

B. Plaintiff Will Suffer Imminent, Irreparable Harm Absent an Injunction

Irreparable harm is established when the moving party faces injuries for which monetary damages provide an entirely inadequate remedy. Here, Plaintiff faces severe, multi-layered irreparable injury:

First, Defendant Morrow has explicitly threatened to introduce unauthenticated, unverified, and structurally altered electronic business receipts into the upcoming Justice Court Small Claims trial. If Defendant Morrow is permitted to contaminate the judicial record with fraudulent evidence before an evidentiary metadata audit is performed, Plaintiff will be denied their fundamental right to a fair hearing.

Second, Defendant Morrow's sudden deletion of historical transaction data from Plaintiff's customer portal, combined with the loss of Plaintiff's localized electronic backups during the residential burglary, means that vital electronic evidence is in immediate danger of permanent destruction. Absent an explicit judicial preservation mandate, Verizon's automated background deletion protocols will permanently destroy the backend logs, user access records, and native audit trails required to uncover the true creation history of the suspect documents.

Third, Defendant Morrow is actively wielding corporate collection mechanisms to execute a private vendetta, deploying a 24-hour extrajudicial ultimatum to forcefully censor protected First Amendment consumer review platforms and threatening immediate credit reporting to destroy Plaintiff's commercial livelihood. Monetary compensation after the fact cannot undo the structural destruction of credit or the forced extrajudicial suppression of free speech.

C. The Balance of Hardships Strongly Favors Plaintiff

The balance of hardships tips decisively in Plaintiff's favor. An injunction maintaining the status quo, ordering the preservation of electronic data records, and halting extrajudicial coercion imposes zero operational or financial hardship upon a multinational telecommunications entity like Verizon. Defendants have no legitimate, legally cognizable interest in introducing unauthenticated records, deleting system audit logs, or running localized harassment campaigns against a consumer. Conversely, if relief is withheld, Plaintiff faces a complete loss of evidence, severe credit destruction, and the immediate contamination of an active court proceeding.

VII. NO SECURITY BOND SHOULD BE REQUIRED UNDER THE CIRCUMSTANCES

While NRCP 65(c) typically requests a security bond, the District Court retains full equitable discretion to waive the bond requirement where the requested relief creates no risk of monetary damage or financial disruption to the enjoined parties. Because Plaintiff explicitly seeks non-monetary, purely equitable preservation and restraint orders that will cost Defendants nothing to implement, a nominal bond of $0.00 is completely appropriate.

VIII. APPLICATION AND REFERENCE TO APPENDIX

In support of this Motion, Plaintiff respectfully directs this Court's attention to the accompanying document titled, "APPENDIX TO PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION."

The Appendix contains a comprehensive factual analysis, itemized sections outlining the core disputes, and the corresponding economic realities of the transaction. Furthermore, the Appendix contains the primary exhibits, including account records and documentation establishing the specific indicators of data manipulation and unauthorized billing referenced herein.

Accordingly, Plaintiff requests that this Court consider the detailed breakdowns and supporting exhibits contained within the Appendix as if fully set forth within the body of this Motion itself.

IX. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that this Court grant this Emergency Motion and issue a Temporary Restraining Order, followed by a Preliminary Injunction, to preserve the integrity of the record and protect the status quo.

DATED this 22nd day of June, 2026.

Respectfully submitted,

/s/ Diinele Dinaali

Plaintiff in Pro Per, DIINELE DINAALI